

N50067

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP  WAIT  MAIL

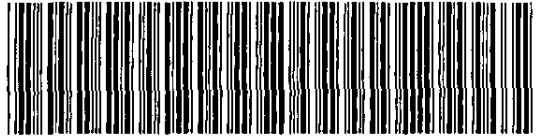
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

Office Use Only



400145113114

*Merged*

03/31/09--01002--001 \*\*78.75

DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

RECEIVED  
09 MAR 30 PM 2:27

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

FILED  
2009 MAR 30 PM 3:28

*AR*  
*2/30/09*

# GUILDAY, TUCKER, SCHWARTZ & SIMPSON, P.A.

ATTORNEYS AND COUNSELORS AT LAW

1983 CENTRE POINTE BOULEVARD, SUITE 200

TALLAHASSEE, FLORIDA 32308

P.O. BOX 12500

TALLAHASSEE, FLORIDA 32317-2500

[www.guildaylaw.com](http://www.guildaylaw.com)

TEL: (850) 224-7091

FAX: (850) 222-2593

MEMBER OF THE HARMONIE GROUP

[www.harmonie.org](http://www.harmonie.org)

THOMAS J. GUILDAY  
SHAWN M. HEATH\*  
GEOFFREY B. SCHWARTZ  
MARY K. SIMPSON\*\*  
CLAUDE R. WALKER†  
MICHAEL D. WEST

\*BOARD CERTIFIED CONSTRUCTION LAWYER

\*\*BOARD CERTIFIED CIVIL TRIAL LAWYER

†BOARD CERTIFIED REAL ESTATE LAWYER

◇ALSO ADMITTED IN GA

CATHERINE B. CHAPMAN◇  
TRUDY E. INNES  
D. TY JACKSON  
DANIEL J. KUHN  
MARC A. PEOPLES  
JAKEN E. ROANE  
ALBERT J. WOLLERMANN

OF COUNSEL:

J. KENDRICK TUCKER

GRAMLING & FINGAR, LLP

GEORGE F. GRAMLING, III

ROBERT D. FINGAR

March 30, 2009

## VIA HAND DELIVERY

Secretary of State  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, Florida 32301

Re: Merger between Florida Blood Services, Inc. and Southeastern Community  
Blood Center, Inc.


Dear Sir or Madam:

I have enclosed the original and one copy of Articles of Merger and the Plan and Agreement of Merger of Southeastern Community Blood Center, Inc. and Florida Blood Services, Inc. and the First Amendment thereto. Also enclosed is a check for \$78.75. Please give me a call when the acknowledgment and certified copy are ready, and I will have a runner pick them up.

Thank you.

Sincerely,

GUILDAY, TUCKER, SCHWARTZ  
& SIMPSON, P.A.

  
Catherine B. Chapman

Enclosures

FILED

2009 MAR 30 PM 3: 28

**ARTICLES OF MERGER** SECRETARY OF STATE  
**(Not for Profit Corporation)** TALLAHASSEE, FLORIDA

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>
Southeastern Community Blood Center, Inc.	Florida	730303

**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**

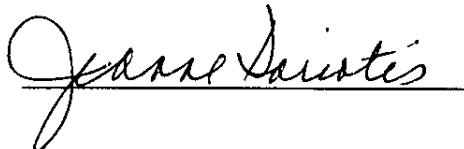
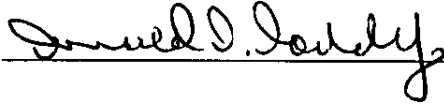
The plan of merger was adopted by the members of the surviving corporation on the 17th day of December, 2008. The vote of the members was unanimous.

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

**SECTION I**

The plan of merger was adopted by the members of the merging corporation on the 17th day of December, 2008. The vote of the members was unanimous.

Seventh: SIGNATURES FOR EACH CORPORATION

<u>Name of Corporation</u>	<u>Signature</u>	<u>Typed or Printed Name of Individual and Title</u>
Southeastern Community Blood Center, Inc.		Jeanne Dariotis C.E.O. Date : <u>3/24/09</u>
Florida Blood Services, Inc.		Donald D. Doddridge President, C.E.O. Date: <u>3/24/09</u>

h:\data\aty\ecm\fblood.svc\southeastern\articles of merger-fbs scbc-100708..doc

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

This Plan and Agreement of Merger (the "Plan of Merger"), dated as of the 17th day of December, 2008 is entered into by and between Southeastern Community Blood Center, Inc., a Florida not-for-profit corporation ("Southeastern" or "Merging Corporation") and Florida Blood Services, Inc., a Florida not-for-profit corporation ("FBS" or "Surviving Corporation"), with respect to the merger of Southeastern with and into FBS. Southeastern and FBS are sometimes referred to herein as a "Party" or collectively as the "Parties."

**WITNESSETH:**

**WHEREAS**, FBS and Southeastern deem it advisable and in their respective best interests to merge Southeastern 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 Southeastern, 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 Southeastern 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, Southeastern 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 Southeastern 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 with the exception of the properties referred to in Exhibit A ("Excluded Assets"), without reversion or impairment, and all debts, liabilities and obligations of Merging Corporation other than liabilities and obligations of the Excluded Assets 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

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 B and Bylaws of Surviving Corporation attached hereto as Exhibit C, 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 Merging 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 Southeastern service area prior to the merger will continue to be carried on by Surviving Corporation. The Southeastern service area is defined in Exhibit D. If any Services Agreement/Contract between Southeastern and a hospital or other health care provider in the Southeastern service area so requires, Southeastern will obtain the written consent to assign such Services Agreements to FBS prior to the Effective Time of the Merger such that there will be no interruption in the blood service activity carried on in the Southeastern service area. FBS will cooperate with Southeastern and execute any necessary documents necessary to effectuate the assignment. A copy of the Consent to Assignment is attached as Exhibit E. The operations of Surviving Corporation in Southeastern service area will be conducted in the name of Southeastern Community Blood Center pursuant to a fictitious name filing with the Florida Secretary of State's Office, and, if necessary, with the Georgia Office of the Secretary of State by 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 States of Florida and Georgia and filing or causing to be filed and/or recorded any document or documents prescribed by the laws of the States of Florida and Georgia. 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 Surviving Corporation. Three persons who serve as directors of Merging Corporation, and who are designated by Merging Corporation, shall serve as directors of Surviving Corporation. One of the three directors from Merging Corporation shall have a term of three years; one of said directors will have a term of two years; and

one 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 three directors from 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 Southeastern service area expires during the six-year period, the Community Advisory Board will be asked to provide a person from the Southeastern service area to serve as a director of Surviving Corporation for the expiring term. If the Community Advisory Board does not supply Surviving Corporation with the name of a person from the Southeastern service area to serve as director within thirty (30) days of Surviving Corporation's written request, Surviving Corporation may replace the Southeastern service area director with anyone of its choice without regard to whether the person lives in the Southeastern service area. Attached as Exhibit F is a list of the persons who will serve as directors of 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 Surviving Corporation. One person from the board of directors of Merging Corporation shall be added to 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 Surviving Corporation's Executive Committee. Attached as Exhibit G is a list of the persons who will be on 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 Surviving Corporation are listed on Exhibit H.
- (c) Surviving Corporation will have a Community Advisory Board consisting of residents of the Southeastern service area whose purpose shall be to: 1) provide input to Surviving Corporation's board of directors concerning staff, advertising and fund raising for Surviving Corporation's facilities in the Southeastern service area; 2) evaluate and assess whether FBS is meeting the blood supply needs of the Southeastern community; 3) evaluate and assess whether FBS is servicing the patient medical needs identified by the medical providers in the Southeastern service area; and 4) recommend directors to serve on the FBS board of directors, as provided in (a), above. The initial members of the Community Advisory Board are listed on Exhibit I.

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 1st day of June, 2009.

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 J, 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.
- (e) A joinder agreement executed by Southeastern Community Blood Services Organization, Inc., as required under Section 6.7, below

## ARTICLE II

### Representations and Warranties of Southeastern

Southeastern 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. Southeastern is a not-for-profit corporation duly organized, validly existing with an active status under the laws of the State of Florida. Southeastern 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. Southeastern is also registered as a foreign not-for-profit corporation in the State of Georgia. The nature of Southeastern's business does not require it to be licensed or qualified to do business as a foreign corporation in any other jurisdiction. Southeastern 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 Southeastern. The



execution, delivery and consummation of this Plan of Merger and all other agreements and documents executed in connection herewith by Southeastern have been duly authorized by all necessary action on the part of Southeastern. No other action on the part of Southeastern 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. To the extent Southeastern is required to take any action to fulfill the representations or warranties herein stated, Southeastern will promptly undertake and complete all such action. This Plan of Merger and all other agreements and documents executed in connection herewith by Southeastern, upon due execution and delivery thereof, shall constitute valid and binding obligations of Southeastern, enforceable against Southeastern in accordance with their respective terms.

2.2 Absence of Default. To the best knowledge of Southeastern and subject to the provisions of Section 1.4, above, the execution, delivery and consummation of this Plan of Merger and all other agreements and documents executed in connection herewith by Southeastern 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 Southeastern 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 Southeastern assets under: (a) any term or provision of the Articles of Incorporation or Bylaws of Southeastern; (b) any material contract, lease, purchase order, agreement, indenture, mortgage, pledge, assignment, permit, license, approval or other commitment to which Southeastern is a party or by which Southeastern 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 Southeastern is subject.

2.3 Litigation. To the best knowledge of Southeastern, Southeastern 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 Southeastern, except as set forth on Exhibit K, there are no lawsuits, proceedings, actions, arbitrations, governmental investigations, claims, inquiries or proceedings pending or threatened involving or related to Southeastern, its officers, directors, employees, or agents.

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

## ARTICLE III

### Representation and Warranties of FBS

FBS represents and warrants to Southeastern, 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. To the extent that FBS is required to take any action to fulfill the representations or warranties herein stated, FBS will promptly undertake and complete all such action. 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 L, 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. Southeastern and FBS shall take appropriate steps to satisfy its respective obligations and the conditions to Closing.

## **ARTICLE V**

### **Effective Time of the Merger**

The Parties shall execute and file appropriate Articles of Merger and such other or further documents as may be necessary or desirable in connection therewith, with the Secretary of the State of Florida in accordance with applicable laws. The Merger shall be effective upon the later of filing of the Articles of Merger by the Florida Department of State or 12:01 a.m. on the 1st day of June, 2009 (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 Southeastern or FBS, and neither Southeastern 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. Southeastern 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. Southeastern 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.

6.7 Excluded Properties of Southeastern. Immediately prior to the Effective Time, the Excluded Assets shall be transferred into a Florida not for profit corporation organized by Southeastern known as Southeastern Community Blood Services Organization, Inc. ("SCBSO"). A copy of the articles of incorporation and bylaws of SCBSO are attached as Exhibits M and N, respectively. SCBSO shall hold the Excluded Assets under the terms as hereinafter set forth. The two parcels of real estate which are part of the Excluded Assets shall be leased to FBS for \$10.00 per year under a "triple net lease" arrangement. The leases are attached as Exhibit O. The cash reserves included in the Excluded Assets shall be held in federally insured institutions in interest bearing accounts, with the interest to be used for the payment of administrative expenses of SCBSO. SCBSO shall not encumber, mortgage or impair the real property during its initial three year term except with the written consent of FBS. On or about the third anniversary of the Effective Time, but in no event no later than ninety days thereafter, the SCBSO board of directors shall vote to transfer the Excluded Assets to a 501(c)(3) entity which is organized for the support of FBS and which is controlled by FBS. The SCBSO board of directors shall vote affirmatively to transfer the assets of SCBSO unless one or more of the following factors are found to exist with regard to FBS: a) the existence of impairment of FBS financial condition which adversely affects services provided to the Southeastern service area; b) there exists justifiable material concerns with respect to FBS licensure or accreditation with FDA or other accrediting authorities; c) the patient medical needs identified by the medical providers in the Southeastern service area are not being met; or d) the donations of blood and the supply of blood in the Southeastern service area are inadequate based on the needs of the patients in the Southeastern service area. In the event the SCBSO board of directors fails to vote (either in the affirmative or negative) on the transfer of the SCBSO assets within 90 days after the third anniversary date of the Effective Time then it shall be deemed that the SCBSO board of directors voted affirmatively to transfer the assets of SCBSO to the FBS new entity. In accordance therewith, the officers and directors of SCBSO shall take all action necessary to timely transfer said SCBSO assets to the FBS entity.

In the event that the SCBSO finds that FBS has not satisfied one or more of the conditions set forth above the following procedures shall be followed:

- (a) SCBSO shall provide written notice to FBS of its findings and the factual basis for such determination. This notice will be provided within thirty (30) days of the determination but in no event later than thirty (30) days before the third anniversary of the Effective Time as defined herein;
- (b) FBS shall have forty-five (45) days to remedy the problems identified or to respond as to why the problems identified are not resolved;
- (c) SCBSO shall consider the response of FBS and make a determination as to whether the problems or concerns identified have been adequately resolved. Such determination shall be provided within thirty (30) days of the response from FBS;
- (d) In the event that FBS does not agree with the determination of SCBSO then the following dispute resolution procedures will apply. In resolving the dispute FBS and SCBSO commit to proceeding in a manner that avoids adverse public perception which could harm the ability of either entity to meet the blood supply and patient medical needs of the Southeastern service area. To achieve this mutually beneficial outcome any dispute resolution proceedings shall be conducted in a private and confidential setting as outlined herein.
  - (1) The initial step shall be a request for mediation. The request for mediation shall be in writing, by certified mail, return receipt requested, directed to the persons identified in this agreement. A mediator shall be selected who is mutually agreeable to the parties. Mediation shall be conducted within sixty (60) days of the request for mediation. Mediation shall be a condition precedent to demanding arbitration. Mediation will take place at a location mutually agreeable to designated representatives of FBS and SCBSO. In the event the parties are not able to agree to the location of the mediation within fifteen (15) days of the request for mediation, the mediation shall occur in the city where SCBSO's principal office is then located.
  - (2) In the event the parties are unable to resolve the matter through mediation, either party may request arbitration. The request for arbitration shall be in writing, by certified mail, return receipt requested, and shall be directed to the person identified in this Agreement. The request shall identify the issue or issues to be resolved. The arbitration shall be conducted before the American Health Lawyers Association pursuant to rules adopted by this organization. Should it become necessary to seek compliance with this arbitration provision then compliance will be available pursuant to § 684, Fla. Stat. The arbitration will take place at a location mutually agreeable to designated representatives of FBS and SCBSO. In the event the parties are not able to agree to the location of the arbitration within fifteen (15) days of the demand for arbitration, the arbitration will occur in the city where SCBSO's principal office is then located. The party prevailing at arbitration shall be entitled to recover its reasonable attorney's fees and costs incurred during the arbitration.

- (e) During the time period while FBS and SCBSO are engaged in the alternative dispute resolution procedures set forth above, FBS and SCBSO hereby agree that neither entity shall take any action that would disrupt and/or diminish the quality of the services provided to meet the blood supply and patient medical needs of the Southeastern service area.

SCBSO shall execute a joinder upon its filing of articles of incorporation with the state of Florida agreeing to be bound by the terms of this Section 6.7.

## 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 With the exception of those Excluded Assets identified in Exhibit A, Surviving Corporation represents and warrants that for a period of six years beginning with the date of the merger, the assets currently owned by Merging Corporation cannot be mortgaged, disposed of, or sold by Surviving Corporation unless the monies from such financing, disposition, or sale are used to develop comparable facilities or increase operations in the Southeastern service area to meet the community's needs for blood services.

8.2 For a three year period beginning after the date the Excluded Assets are transferred to Surviving Corporation by SCBSO pursuant to section 6.7, above, Surviving Corporation represents and warrants that the commercial real estate, which is part of the Excluded Assets, cannot be mortgaged, disposed of, or sold by Surviving Corporation unless the monies from such financing, disposition, or sale are used to develop comparable facilities or increase operations in the Southeastern service area to meet the community's needs for blood services.

8.3 The above described six year time period shall run concurrently with the three year time period during which the excluded assets will be under the control of SCBSO. In no event shall this provision be construed as a nine year restriction on the disposition of the merged assets referenced above.

8.4 Surviving Corporation agrees that in the event Surviving Corporation shall be dissolved within six years of the date of the merger, or in the event Surviving Corporation does not operate blood centers in the Southeastern service area for a period of six (6) years beginning with the date of the merger, the assets that are the subject of section 8.1, shall be distributed to Southeastern Community Blood Services Organization, Inc., a 501(c)(3) organization to be organized by Merging Corporation prior to the Effective Time.

8.5 Surviving Corporation agrees that in the event Surviving Corporation shall be dissolved or in the event Surviving Corporation does not operate blood centers in the Southeastern service area after three years but before six years of the date of the merger, all assets currently owned by Merging Corporation will be distributed to Southeastern Community Blood Services Organization, Inc., a 501(c)(3) organization to be organized by Merging Corporation prior to the Effective Time.

## **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 Southeastern:

Southeastern Community Blood Center, Inc.  
Attention: Jeanne Dariotis, CEO  
1731 Riggins Road  
Tallahassee, FL 32308

With a copy to:

M. Julian Proctor, Jr., Esq.  
Ausley & McMullen, P.A.  
227 South Calhoun Street  
Tallahassee, FL 32302

and

Thomas J. Guilday, Esq.  
Guilday, Tucker, Schwartz & Simpson, P.A.  
1983 Centre Pointe Blvd., Suite 200  
Tallahassee, FL 32308

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:

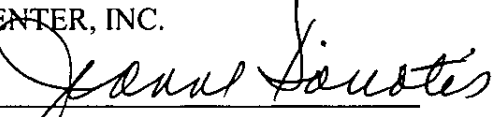
Emil C. Marquardt, Jr., Esq.  
MacFarlane Ferguson & McMullen  
625 Court Street, Suite 200  
Clearwater, FL 33756

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.

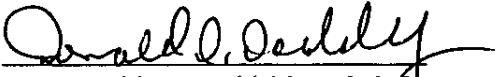
9.13 Knowledge Standard. As used in this Plan of Merger, references similar to "to the knowledge of" and "to the best knowledge of" any Party hereto shall refer only to the knowledge of any officer or director of such Party.

**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.

SOUTHEASTERN COMMUNITY BLOOD  
CENTER, INC.

By:   
\_\_\_\_\_  
Jeanne Dariotis, C.E.O.

FLORIDA BLOOD SERVICES, INC.

By:   
\_\_\_\_\_  
Donald D. Doddridge, C.E.O.

**EXHIBITS**

<u>NUMBER</u>	<u>NAME</u>
A	Excluded Properties
B	Articles of Incorporation of Florida Blood Services, Inc.
C	Bylaws of Florida Blood Services, Inc.
D	Definition of the Southeastern Service Area
E	Consent to Assignment
F	List of persons who shall serve as directors of the Surviving Corporation
G	List of persons who shall serve on the Surviving Corporation's Executive Committee
H	Officers of the Surviving Corporation
I	Initial members of the Community Advisory Board
J	Form of Articles of Merger
K	Pending lawsuits, proceedings, actions, etc. of Southeastern Community Blood Center, Inc.
L	Pending lawsuits, proceedings, actions, etc. of Florida Blood Services, Inc.
M	Articles of Incorporation for Southeastern Community Blood Services Organization, Inc.
N	By-Laws for Southeastern Community Blood Services Organization, Inc.
O	Lease Agreements for Real Property to be leased to FBS

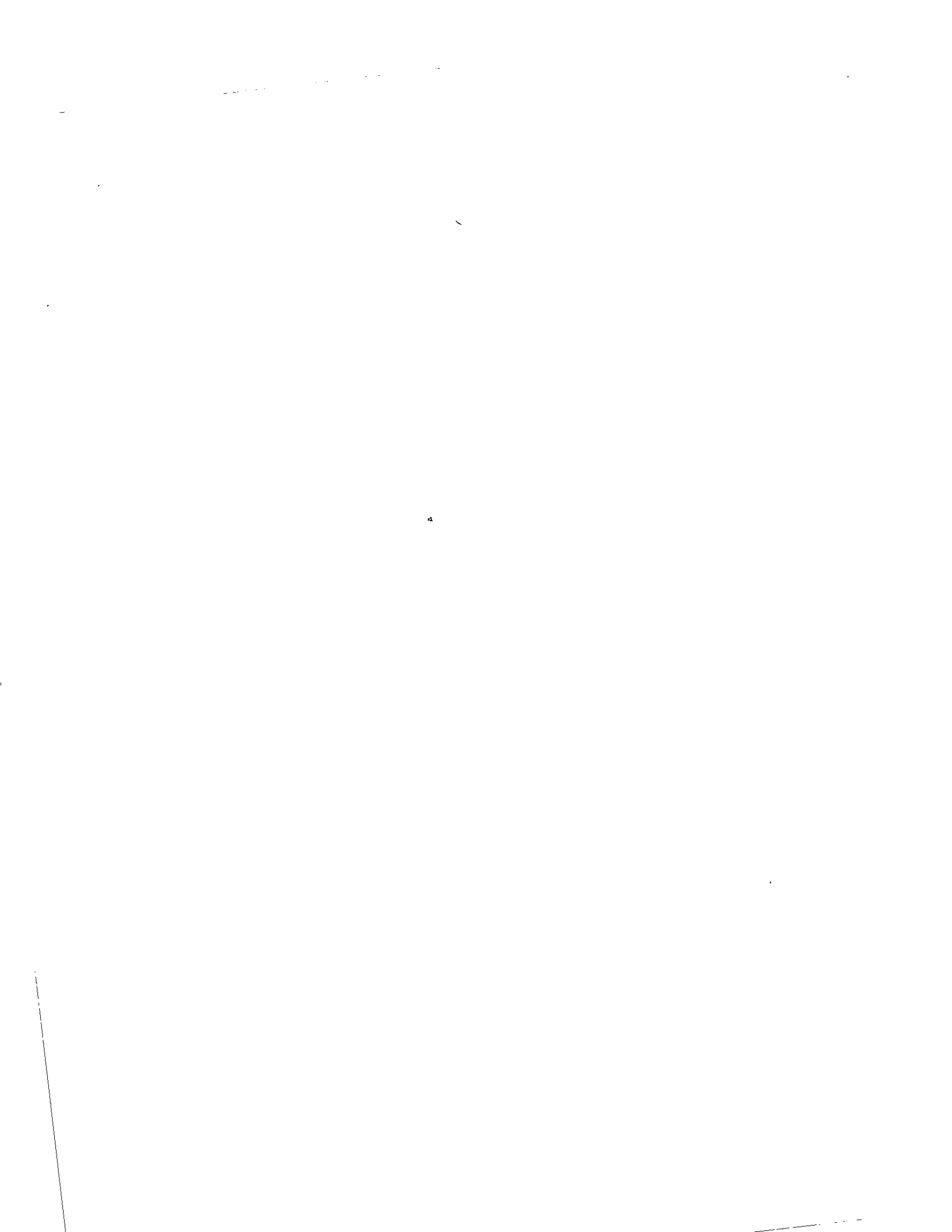


**EXHIBIT A – EXCLUDED PROPERTIES**

Commercial Real Estate and Building located at 1731 Riggins Road, Tallahassee, Leon County, Florida

Commercial Real Estate and Building located at 2503 Commercial Park Drive, Marianna, Jackson County, Florida

Cash in the amount of \$1,000,000.



**EXHIBIT B**

**ARTICLES OF INCORPORATION OF FLORIDA BLOOD  
SERVICES, INC.**



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 propoganda, 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:

Patricia A. O'Brien  
Patricia A. O'Brien

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 Bolla  
Name Patricia Celeste Bolla  
Notary Public  
My Commission Expires:

ACCEPTANCE OF DESIGNATION AS REGISTERED AGENT

ACKNOWLEDGMENT:

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

  
EMIL C. MARQUARDT, JR.

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





**EXHIBIT C**

**BY-LAWS OF FLORIDA BLOOD SERVICES, INC.**

# EXHIBIT C

## CORPORATE BY-LAWS

### OF

## FLORIDA BLOOD SERVICES, INC.

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

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

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

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

## ARTICLE II

### MEMBERS

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

## ARTICLE III

### BOARD OF DIRECTORS

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

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

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

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

Section 3.5 Annual Meeting of Board. The annual meeting of the Board shall be held during the month of September at the principal office of the Corporation or at such other time or place as may be designated for the purposes of electing Board members and Officers and

transacting such other business as shall be desirable.

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

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

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

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

Section 3.10 Manner of Acting. The action of a majority of the Directors present at a meeting at which a quorum is present in person, by telephone or by proxy or via video conferencing 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, by e-mail, or by proxy or facsimile transmission. Further, upon proper notice, the Chairman may call a telephonic meeting of the Board.

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

- A. Association with a new affiliate entity;
- B. Purchase or sale of real property;
- C. Amendment to the Articles and By-laws of the corporation.

- D. Engaging in other than the traditional activities of a blood center;
- E. Donations to entities other than the existing blood centers; and
- F. Dissolution of the Corporation.

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

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

Section 3.13 Compensation and Expenses. No Directors shall receive any compensation for acting as such. However, upon approval of the Board Chairman or CEO, a Director may be reimbursed for reasonable expenses for attendance to meetings 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, and 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, and 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 service 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 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 4.9 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, and Education and Research Committee.

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



Section 5.4 Finance Committee. The Finance Committee shall be responsible for the management of all funds. The Finance Committee shall be chaired by the Treasurer and shall be responsible for the management of all funds of the Corporation in accordance with the established policies and direction of the Board. It shall 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-government 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 Education and Research Committee.

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

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

his judgment the best interests of the Corporation shall be served by such removal. Vacancies in the membership of any committee shall be filled by the Chairman of the Board. Any expenditure of corporate funds by a committee shall require prior approval of the Board.

## ARTICLE VI

### CONFLICTS OR DUALITY OF INTEREST

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

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

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

Section 6.2 Coverage of this Policy. This policy shall apply to all directors, officers, agents and employees of the Corporation, including independent contractor providers of services and materials. The Corporation's management shall have the affirmative obligation to publicize periodically this policy to all such parties.

Section 6.3 Disclosure of all Conflicts. All persons to whom this policy applies shall disclose promptly all real and apparent conflicts which they discover or have brought to their attention in connection with the Corporation's activities. "Disclosure" as used in these By-laws shall mean a written description of the facts comprising the real and apparent conflict. Each person to whom this policy applies shall execute an 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 or apparent conflict, he should 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 where the conflict might pertain, but shall not be precluded from debate or other similar involvement 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 and committee member of the Corporation now and hereafter in office and his heirs and personal representatives, 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 suite, 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 purposed 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 1<sup>st</sup> 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.

(Revised and approved at the May 15, 2008 BOD Meeting)



## **EXHIBIT D - DEFINITION OF THE SOUTHEASTERN SERVICE AREA**

The Southeastern Service Area shall consist of those geographical locations and healthcare facilities where Southeastern Community Blood Center, Inc. either is providing services as of the Effective Date of the merger between Southeastern and FBS or has provided services within the one year period prior to the merger's Effective Date.

—

**EXHIBIT E – CONSENT TO ASSIGNMENT**

\_\_\_\_\_ does hereby consent to an assignment by Southeastern Community Blood Center, Inc., a Florida not-for-profit corporation, to Florida Blood Services, Inc., a Florida not-for-profit corporation d/b/a Southeastern Community Blood Center of the Services Agreement between \_\_\_\_\_ and Southeastern Community Blood Center, Inc. dated \_\_\_\_\_, a copy of which is attached hereto as Exhibit "A". \_\_\_\_\_ acknowledges its obligations pursuant thereto and agrees to remain bound by the provisions of said Services Agreement. By accepting assignment of the Services Agreement, Florida Blood Services, Inc. d/b/a Southeastern Community Blood Center agrees to be bound by the provisions of said Services Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

SOUTHEASTERN COMMUNITY  
BLOOD CENTER, INC.

\_\_\_\_\_

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

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

Printed Name \_\_\_\_\_

Printed Name \_\_\_\_\_

As \_\_\_\_\_

As \_\_\_\_\_

FLORIDA BLOOD SERVICES, INC.

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

Printed Name \_\_\_\_\_

As \_\_\_\_\_



**EXHIBIT F**

**FLORIDA BLOOD SERVICES, INC.  
BOARD OF DIRECTORS**

**John C. Babka, M.D.**  
**Stan Barnes**  
**Roy Bertke**  
**Dick Clarke**  
**Dick Crippen**  
**Michael Crowe**  
**Benjamin Damsker, II**  
**Bryan Desloge**  
**Don Doddridge**  
**Vitauts "Vit" M. Gulbis**  
**William E. Hale, M.D.**  
**John W. Hamilton**  
**Harold L. Harkins, Jr.**  
**Brian Keenan**  
**Martha L. Kehm**  
**Allen Langford**  
**Eloise Turner Lisch**  
**Nancy E. Loehr**  
**Erik Matheney**  
**Mark A. Noon**  
**Timothy O'Brien**  
**Don O'Leary**  
**Jerry Quinlan**  
**Karen Seel**  
**MaryEllen Shown**  
**Joseph D. Smith**  
**Lawrence Stagg**  
**Christopher S. Stiles**  
**Steven Uebel**  
**Mark D. Vaaler, M.D.**  
**John F. Windham**





EXHIBITS G AND H



FLORIDA BLOOD SERVICES, INC.  
EXECUTIVE COMMITTEE AND OFFICERS

2008 - 2009

Roy Bertke, Board Chairman

Rogers K. Haydon, Immediate Past Board Chairman

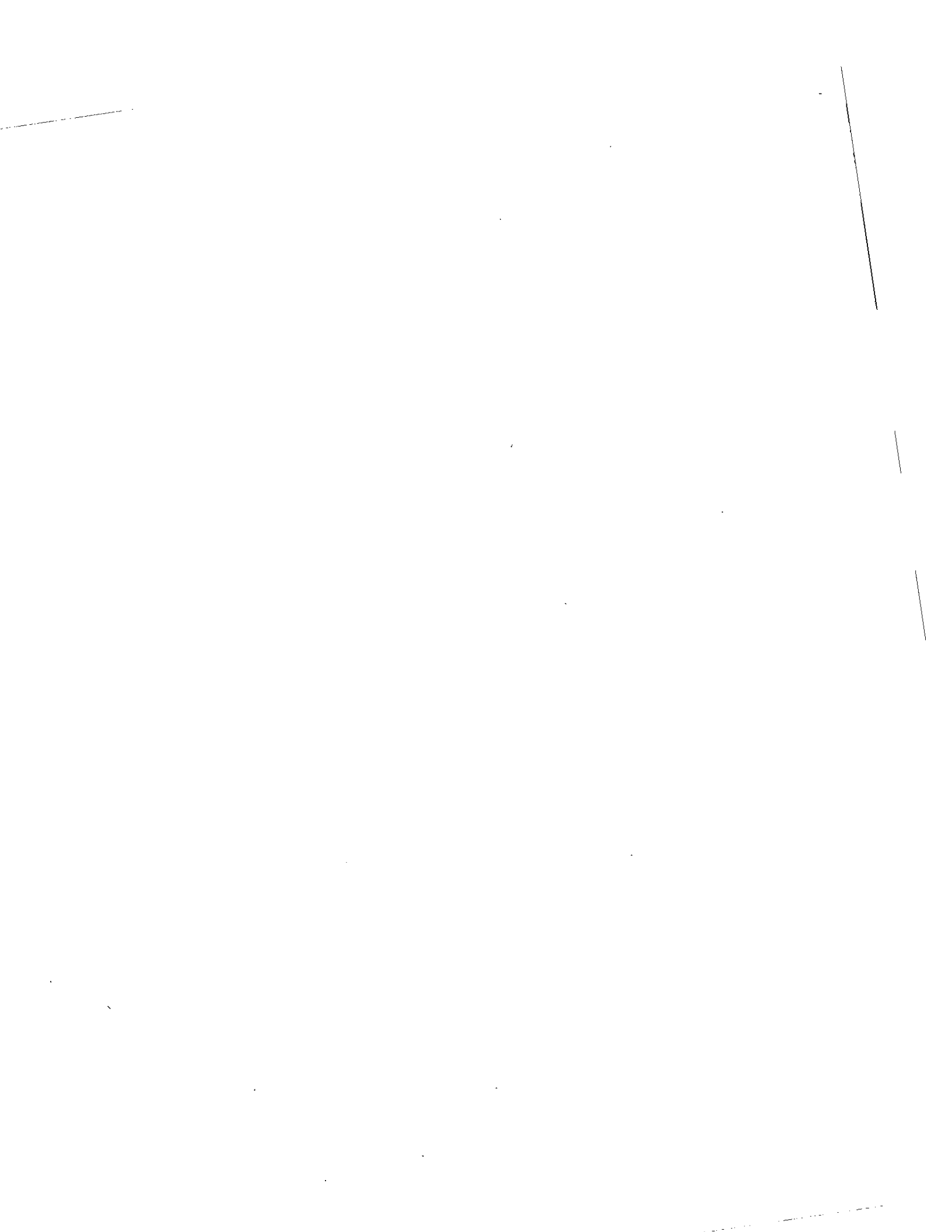
Don Doddridge, President

Dick Clarke, Vice Chairman

Harold L. Harkins, Jr, Treasurer

Erik Matheney, Secretary

Tim O'Brien, Tallahassee Representative



**EXHIBITS G AND H**



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

2008 - 2009

Roy Bertke, Board Chairman

Rogers K. Haydon, Immediate Past Board Chairman

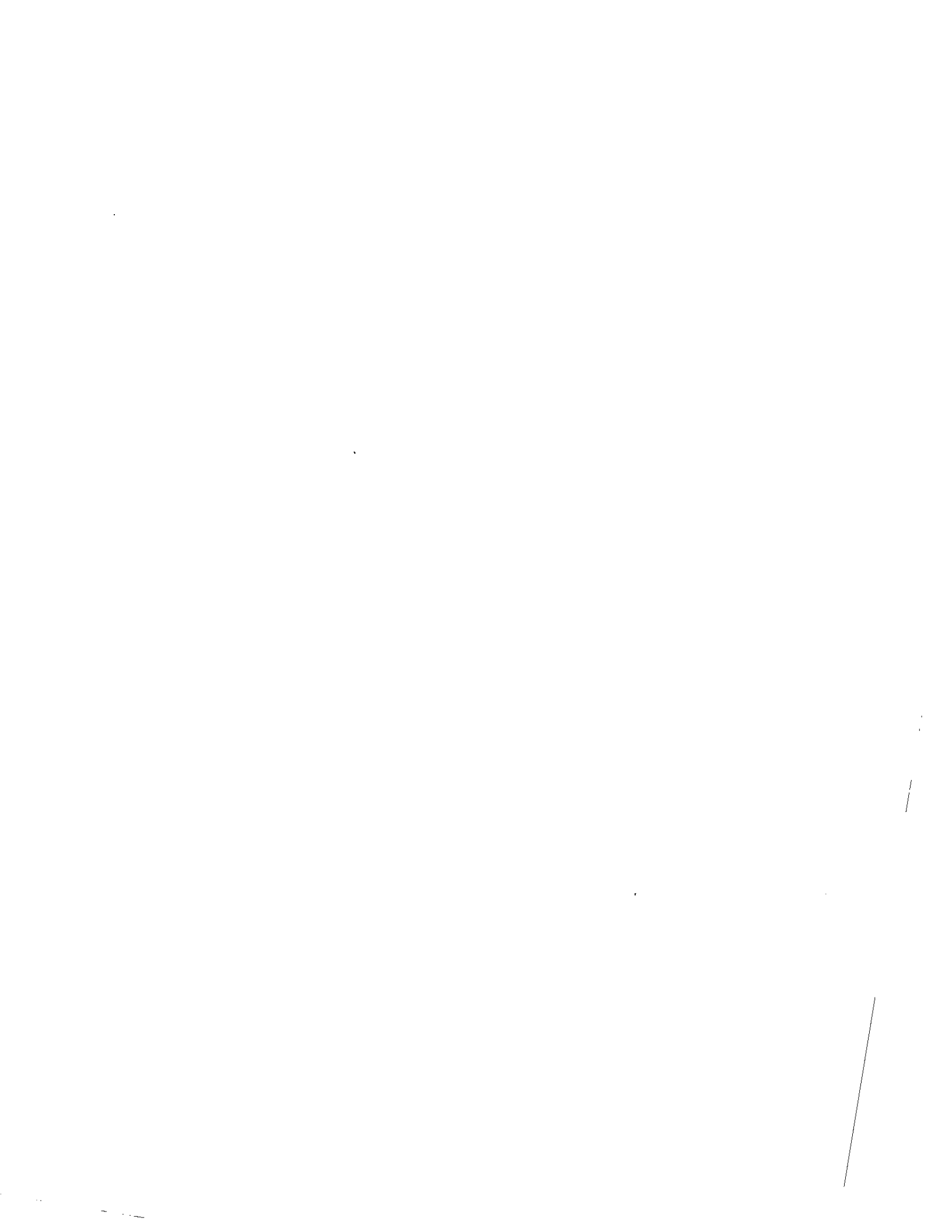
*Don Doddridge, President*

Dick Clarke, Vice Chairman

Harold L. Harkins, Jr, Treasurer

Erik Matheney, Secretary

Tim O'Brien, Tallahassee Representative



**EXHIBIT I**

**Southeastern Community Blood Center  
Advisory Board**

**SCBC Advisory Board**

Stan Barnes

Thomas A. Barron

Jeff W. Byrd, M.D.

Frederick Carroll, III

Bryan Desloge

John P. Mahoney, M.D.

Tim O'Brien

M. Julian Proctor, Jr.

J. Brian Sheedy, M.D.

Glenda Thornton

Joan Varner, RN

Vacancies: 8, to be filled when board convenes

Thomas P. Wood, M.D. (**Emeritus Member**)

Honorable William Wright (**Emeritus Member**)



**EXHIBIT J**

**FORM OF ARTICLES OF MERGER**

**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>
<b>Florida Blood Services, Inc.</b>	<b>Florida</b>	<b>N50067</b>

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
<b>Southeastern Community Blood Center, Inc.</b>	<b>Florida</b>	<b>730303</b>

**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 17th day of December, 2008. The vote of the members was unanimous.

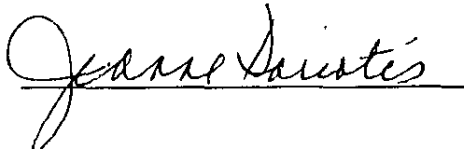
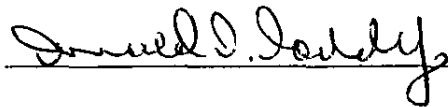
**Sixth: ADOPTION OF MERGER BY MERGING CORPORATION**

**SECTION I**

The plan of merger was adopted by the members of the merging corporation on the 17th day of December, 2008. The vote of the members was unanimous.



**Seventh: SIGNATURES FOR EACH CORPORATION**

<u>Name of Corporation</u>	<u>Signature</u>	<u>Typed or Printed Name of Individual and Title</u>
Southeastern Community Blood Center, Inc.		Jeanne Dariotis C.E.O. Date : <u>3/24/09</u>
Florida Blood Services, Inc.		Donald D. Doddridge President, C.E.O. Date: <u>3/24/09</u>

h:\data\at\ecm\fblood.svc\southeastern\articles of merger-fbs scbc-100708..doc



**EXHIBIT K**

**LAWSUITS AND CLAIMS OR PROCEEDINGS RELATING  
TO SOUTHEASTERN.**

**NONE.**

**EXHIBIT K – PENDING LAWSUITS, PROCEEDINGS, ACTIONS, ETC. OF  
SOUTHEASTERN COMMUNITY BLOOD CENTER, INC.**

On January 19, 2006, Southeastern filed a Proof of Claim in the amount of \$14,457.25 in the bankruptcy proceeding filed by Ashford Health Care Systems, Inc. in the United States Bankruptcy Court for the Northern District of Florida (Case No.: 05-45011-LMK). Southeastern is an unsecured creditor in this matter. In January 2009, Southeastern voted to accept the Official Committee of Unsecured Creditors' Liquidating Plan of the Debtor. Southeastern's claim has yet to be satisfied.



**EXHIBIT L**

**LAWSUITS, CLAIMS AND PROCEEDINGS RELATING  
TO FLORIDA BLOOD SERVICES, INC.**

- 1. A-R FUNDING, INC. v. FLORIDA BLOOD SERVICES  
FOUNDATION, INC.**
- 2. CONNIE HENDRY vs. MANATEE COMMUNITY  
BLOOD CENTER (WHICH MERGED INTO FLORIDA  
BLOOD SERVICES, INC. THE SUIT RECENTLY  
RESULTED IN A VERDICT IN FAVOR OF FLORIDA  
BLOOD SERVICES.)**



**EXHIBIT M**

**ARTICLES OF INCORPORATION FOR SOUTHEASTERN  
COMMUNITY BLOOD SERVICES ORGANIZATION, INC.**





FLORIDA DEPARTMENT OF STATE  
Division of Corporations

February 18, 2009

CATHERINE B. CHAPMAN  
GUILDAY, TUCKER, SCHWARTZ, & SIMPSON, PA  
1983 CENTRE POINTE BLVD SUITE 200  
TALLAHASSEE, FL 32317-2500

The Articles of Incorporation for SOUTHEASTERN COMMUNITY BLOOD SERVICES ORGANIZATION, INC. were filed on February 17, 2009 and assigned document number N09000001616. Please refer to this number whenever corresponding with this office regarding the above corporation.

**PLEASE NOTE:** Compliance with the following procedures is essential to maintaining your corporate status. Failure to do so may result in dissolution of your corporation.

A corporation annual report must be filed with this office between January 1 and May 1 of each year beginning with the calendar year following the year of the filing/effective date noted above and each year thereafter. Failure to file the annual report on time may result in administrative dissolution of your corporation.

A federal employer identification (FEI) number must be shown on the annual report form prior to its filing with this office. Contact the Internal Revenue Service to insure that you receive the FEI number in time to file the annual report. To obtain a FEI number, contact the IRS at 1-800-829-4933 and request form SS-4 or by going to their website at [www.irs.ustreas.gov](http://www.irs.ustreas.gov).

Should your corporate mailing address change, you must notify this office in writing, to insure important mailings such as the annual report notices reach you.

Should you have any questions regarding corporations, please contact this office at (850) 245-6933.

Dale White, Regulatory Specialist II  
New Filing Section

Letter Number: 109A00005741

**ARTICLES OF INCORPORATION**  
**OF SOUTHEASTERN COMMUNITY BLOOD SERVICES ORGANIZATION,**  
**INC.**  
**(A Florida Not for Profit Corporation)**

**ARTICLE I**

**NAME**

The name of this Corporation shall be Southeastern Community Blood Services Organization, Inc. (hereinafter referred to as the "Corporation").

**ARTICLE II**

**PRINCIPAL OFFICE**

The principal office of the Corporation is located at 1731 Riggins Road, Tallahassee, Florida 32308.

**ARTICLE III**

**PURPOSE**

The general purpose for which the Corporation is formed is to promote and facilitate the continuation of a safe blood supply for the benefit of the health, safety, and welfare of the patient recipients in the localities where the Southeastern Community Blood Center, Inc. ("SCBC") provided services as of the date of its merger with Florida Blood Services, Inc. ("FBS") (hereinafter referred to as the "Southeastern service area"). This shall include ownership of the real property and reserves of SCBC as may be necessary to promote the purposes herein.

**FILED**  
2009 FEB 17 A 9:49  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**ARTICLE IV**

**POWERS**

In addition to any powers provided by Florida Statutes Chapter 617, or any other Florida Statute, the Corporation's powers will include but not be limited to:

- A. Preserving and protecting the real property owned by the Corporation.
- B. Preserving and protecting the cash reserves retained by it on the date of the Merger. Interest earned on said funds shall be used for the purpose of paying the administrative expenses, including compensation to employees, of the Corporation;
- C. Taking necessary, proper, advisable or convenient action to benefit the provision of blood services to patients in the Southeastern service area;
- D. Making gifts of equipment, supplies or other items to blood banks providing services in the Southeastern service area;
- E. Advancing blood donation and related blood component and therapy services;
- F. Undertaking other charitable, medical, scientific, educational actions consistent with the foregoing; and
- G. Doing everything necessary, proper, advisable or convenient for the accomplishment of any of the purposes or the attainment of any of the objects or the furtherance of any of the powers herein set forth, and to do every other act and thing incidental thereto and connected therewith, to the extent permitted by law.

Notwithstanding any other provision of these Articles, the Corporation will not carry on any other activities not permitted to be carried on by: (a) a corporation exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code or a corresponding provision of any future United States Internal Revenue Code; or (b) a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code or any other corresponding provision of any United States Internal Revenue Code.

## ARTICLE V

### BOARD OF DIRECTORS AND OFFICERS

Section 1. The affairs of the Corporation shall be managed by the Board of Directors which shall consist of seven (7) Directors. All Directors shall be elected or appointed in the manner and for the terms set forth in the Bylaws of the Corporation and shall hold office until their respective successors are duly elected or appointed and qualified.

Section 2. At its annual meeting, the Board of Directors shall elect a President, Secretary and Treasurer. The President shall serve as the Chief Executive Officer. The Board may also elect such other officers it may from time to time deem necessary to adequately carry out the affairs of the Corporation, who shall hold office at the pleasure of the Board or until their successors are duly elected or appointed and qualified. An individual may hold two or more offices except the same person shall not hold the office of President and Secretary. The officers of the Corporation shall have such duties as may be specified by the Board or by the Bylaws of the Corporation. Compensation for any

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 in the Bylaws of the Corporation.

Section 3. The initial Board of Directors of the Corporation shall consist of the following:

1. Jeanne Dariotis;
2. Donald Doddridge;
3. Thomas A. Barron
4. Jeff W. Byrd, M.D.
5. Frederick Carroll, III
6. Tim O'Brien
7. J. Brian Sheedy, M.D.

## ARTICLE VI

### PROHIBITED ACTS

The Corporation shall operate exclusively for scientific, charitable or educational purposes within the meaning of section 501(c)(3) of the Internal Revenue Code. However, in the course of its operation, the Corporation shall not:

- A. Direct a substantial part of its activities to influencing legislation nor participate or intervene in any political campaign on behalf of any candidate for public office except as authorized under the Internal Revenue Code; or
- B. Notwithstanding any provision in these Articles, 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**

#### **MEMBERS**

The Corporation shall be a non-membership organization

#### **ARTICLE VIII**

#### **BYLAWS**

The Bylaws shall operate to carry out the purpose of the Corporation. The Bylaws shall be adopted by the Board of Directors, as constituted under Article V, above, at the organizational meeting of the Board. The Bylaws may subsequently be amended by the affirmative vote of two-thirds (2/3) of the members of the Board of Directors present and voting, at any meeting of the Board called for that purpose upon at least thirty (30) days written notice mailed to each member of the Board of Directors at his or her last known address.

#### **ARTICLE IX**

#### **INDEMNIFICATION**

The Corporation shall indemnify any Officer or Director or any former Officer or Director to the full extent permitted by law.

#### **ARTICLE X**

The Corporation shall exist in perpetuity unless dissolved under Florida law.

**ARTICLE XI**

**DISSOLUTION**

Upon dissolution of the Corporation, assets shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for public purposes. Any such assets not so disposed of shall be disposed of by a Florida 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, as said court shall determine, which are organized and operated exclusively for such purposes.

**ARTICLE XII**

**AMENDMENTS TO THE ARTICLES OF INCORPORATION**

The Articles of Incorporation may be amended by the affirmative vote of two-thirds (2/3) of the members of the Board of Directors of the 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.

**ARTICLE XIII**

**ORIGINAL SUBSCRIBER**

The name and work address of the original subscriber to these Articles of Incorporation is:

Name

Address

Jeanne Dariotis

1731 Riggins Road  
Tallahassee, Florida 32308

**ARTICLE XIV**

**REGISTERED AGENT**

The name and address of the initial registered agent of the Corporation shall be Julian Proctor, Jr., Esq., Ausley & McMullen, P.A., 227 South Calhoun Street, Tallahassee, Florida 32302.

IN THE WITNESS WHEREOF, the undersigned Incorporator has executed these Articles of Incorporation this 11th day of February, 2009.

Karla Kotuek  
Witness

Jeanne Dariotis (Seal)  
Jeanne Dariotis, Incorporator

Kathy Middleton  
Witness

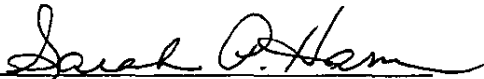


STATE OF FLORIDA

COUNT OF LEON

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of February, 2009, by Jeanne Dariotis, who is personally known to me.


SARAH PAMELA HAMM  
Notary Public, State of Florida  
My comm. exp. Dec. 21, 2010  
Comm. No. DD 622991

  
Notary Public

**ACCEPTANCE OF DESIGNATION AS REGISTERED AGENT**

**ACKNOWLEDGEMENT:**

Having been named to accept service of process for Southeastern Community Blood Services Organization, Inc. at the place designated in the 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.

  
\_\_\_\_\_  
Julian Proctor, Jr.

**FILED**  
2009 FEB 17 A 9:49  
SECRETARY OF STATE  
TALLAHASSEE FLORIDA

**JOINDER**

Southeastern Community Blood Services Organization, Inc. does hereby join in and agree to be bound by the terms and conditions of the Plan and Agreement of Merger of Southeastern Community Blood Center, Inc. and Florida Blood Services, Inc. dated February 19, 2009, and effective April 1, 2009.

Southeastern Community Blood Services  
Organization, Inc.

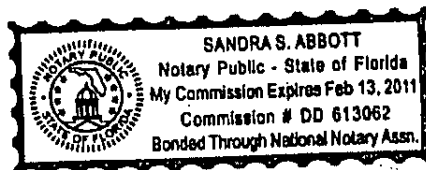
By: Jeanne Dariotis  
Jeanne Dariotis  
Its: Board Officer

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of February, 2009, by Jeanne Dariotis, who is the Board Officer of the Southeastern Community Blood Services Organization, Inc. and is personally known by me or produced \_\_\_\_\_ as identification and who did take an oath.

Sandra S. Abbott  
NOTARY PUBLIC  
Printed Name: SANDRA S. ABBOTT

My Commission Expires:



|

|

**EXHIBIT N**

**BY-LAWS OF SOUTHEASTERN COMMUNITY BLOOD  
SERVICES ORGANIZATION, INC.**

**CORPORATE BYLAWS  
OF  
SOUTHEASTERN COMMUNITY BLOOD SERVICES ORGANIZATION, INC.**

**ARTICLE I. THE ORGANIZATION.**

Section 1. Corporate Name.

The name of the corporation shall be Southeastern Community Blood Services Organization, Inc., (hereinafter referred to as the "Corporation"). The Corporation will possess all powers and privileges of a not-for-profit corporation registered by the State of Florida.

Section 2. Corporate Offices.

The principal office of the Corporation shall be in the State of Florida as 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 of Directors may from time to time determine.

Section 3. Purpose.

The general purpose for which the Corporation is formed is to promote and facilitate the continuation of a safe blood supply for the benefit of the health, safety, and welfare of the patient recipients in the localities where the Southeastern Community Blood Center, Inc. ("SCBC") previously provided services as of the date of its merger with Florida Blood Services, Inc. ("FBS") (hereinafter referred to as the "Southeastern service area"). This shall include ownership of the real property and reserves of SCBC as may be necessary to promote the purposes described herein. The Corporation shall have such powers as are now or may be hereafter granted by the Not for Profit Corporation Act.

On or about the third (3rd) year anniversary of the effective date of the merger with FBS, but in no event no later than ninety days thereafter, the Board shall meet to vote to convey the assets of the Corporation to a 501(c)(3) entity organized for the support of FBS (hereinafter referred to as the "FBS entity"). An affirmative vote of at least four (4) directors shall be required to convey the assets to the FBS entity. Unless any one or more of the following factors are found to exist with regard to FBS, the Board shall vote affirmatively to convey the assets to the FBS entity:

- (a) impairment of FBS' financial condition which adversely affects the services provided to the SCBC service area;

- (b) justifiable material concerns with respect to FBS' licensure or accreditation with the FDA or other accrediting authorities;
- (c) the needs of the medical community in the SCBC service area are not being met;
- (d) the donations of blood and supply of blood in the SCBC service area are not being met.

In the event the Board fails to vote (either in the affirmative or negative) on the transfer of the assets within 90 days of the third anniversary date of the merger effective date, then it shall be deemed that the Board affirmatively voted to transfer the assets of the Corporation to the FBS entity.

Section 4. Corporate Dissolution.

A. In the event of the dissolution of the Corporation, the Board, after paying or making provisions for the payment its liabilities, shall distribute the assets to the Board of Directors of a tax-exempt organization under sections 501(c)(3) and 170(c)(2) of the Internal Revenue Code (or any corresponding provision of any law of the Internal Revenue Code) for one or more of the exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code or the corresponding provision of any future United States Internal Revenue law.

B. Any such asset 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 section 501(c)(3) of the Internal Revenue Code or the corresponding provision of any future United States Internal Revenue law.

Section 5. Composition.

A. The Corporation is composed of the Board of Directors (hereinafter referred to as the "Board"), officers, and any committees which may from time to time be formed, with functions and responsibilities of the Board and committees and the qualifications and duties of officers, as set forth hereinafter.

B. The Corporation does not have any members. Should a majority of the members of the Board, however, decide that it is appropriate to allow for a class or classes of members at a later date, these bylaws will be amended to reflect the number of member classes allowed; the designation of such class or classes; the qualification and rights of the members of each class; any quorum and voting requirements for meetings

and activities of the members; and the notice requirements sufficient to provide notice of meetings and activities of these members.

## **ARTICLE II. BOARD OF DIRECTORS.**

### **Section 1. Membership.**

The Corporation will have seven (7) members of the Board of Directors. The maximum or minimum number of Directors may be increased or decreased but no decrease will have the effect of shortening the term of an incumbent Director nor shall there ever be less than three (3) Directors.

### **Section 2. Function.**

The business of the Corporation will be managed and its corporate powers exercised by the Board.

### **Section 3. Qualification.**

Each Director must be an adult, but need not be a resident of Florida. In addition, no director may be related, by blood or marriage, to any other member of the Board.

### **Section 4. Election and Term.**

The initial members of the Board shall be Jeanne Dariotis; Don Doddridge; Thomas A. Barron; Jeff W. Byrd, M.D.; Frederick Carroll, III; Tim O'Brien; and J. Brian Sheedy, M.D. Each Director will hold office for the term for which the Director is appointed or elected and until a successor has been appointed or elected and qualified or until the Director's earlier death, resignation, or removal from office. All subsequent directors shall be appointed by the Board. Vacancies occurring on the Board before the end of the Director's term shall be filled pursuant to the provisions of Section 7, below.

### **Section 5. Duties of Directors.**

A Director shall perform those duties necessary to carry out the business of the Corporation, including the duties as a member of any committee of the Board upon which the Director serves, in good faith, and in a manner the Director reasonably believes to be in the best interest of the Corporation, and with such care as an ordinary prudent person in the same or similar position would use under similar circumstances.

In performing said duties, the members of the Board may rely on information, opinions, reports, or statements, including financial statements and other financial data, prepared or presented by the following:



- (a) One or more officers or employees of the Corporation who the Director(s) reasonably believes to be reliable and competent in pertinent matters presented;
- (b) Legal counsel, public accountants, or other persons as to such matters that the Director(s) reasonably believes to be within that persons professional or expert competence or;
- (c) A committee of the Board of Directors upon which the Director does not serve in which the Director reasonably believes to merit confidence, as to matters within the authority designated to it by the articles of incorporation or the bylaws.

A Director will not be considered as acting in good faith if the Director has knowledge concerning the matter in question that would cause the reliance described above to be unwarranted.

Section 6. Presumption of Assent.

A member of the Board of Directors who is present at a meeting of the Board during which action on any corporate matter is taken is presumed to have assented to the action unless the Director votes against it or expressly abstains from voting on it. The Secretary of the meeting shall record each abstention in the minutes of the meeting.

Section 7. Vacancies.

Unless filled by the President, any vacancy occurring in the members of the Board of Directors, including any vacancy created by the increase in the number of Directors, may be filled by the affirmative vote of two-thirds (2/3) of the remaining Directors, even if less than a quorum. A Director elected to fill a vacancy shall hold office until the next election of Directors.

Section 8. Quorum and Voting.

A majority of the Directors constitutes a quorum for the transaction of business. The act of the majority of the Directors present at a meeting at which a quorum is present will be considered the act of all the Directors.

Section 9. Executive and Other Committees.

The Directors, by resolution adopted by a majority, may designate from among themselves an executive committee and one or more other committees, each of which, to

the extent provided in the resolution, will have and may exercise all the authority of the Board of Directors, except that no committee shall have the authority to:

- (a) Approve or recommend to the Directors action or proposals required by law to be approved;
- (b) Designate candidates for the office of Director for purposes of proxy solicitation or otherwise;
- (c) Fill vacancies on the Board of Directors or any committee of the Board; or
- (d.) Amend the Bylaws.

The Directors, by resolution adopted according to this section, may designate one or more Directors as alternate members of any committee, whom may act in the place of any absent member at any meeting of that committee.

Section 10. Place of Meeting.

Regular and special meetings by the Board of Directors may be held within or outside the state of Florida.

Section 11. Meetings.

A. Regular Meetings.

- 1. The Board will hold at least four regular meetings each year.
- 2. A regular meeting shall be held immediately preceding the opening of the Annual Meeting, which shall be held within thirty (30) days of the calendar year. Subsequent meetings shall be held during the first month of each quarter thereafter. The Board of Directors may provide, by resolution, the time and place for the holding of additional regular meetings without notice other than said resolution.
- 3. The presence of a majority of the members of the Board shall constitute a quorum and unless otherwise specified in these Bylaws, all decisions will be made by concurring vote of not less than a majority of those members of the Board present.

B. Special Meetings.

1. A special meeting of the Board may be called by or at the request of the President, a majority of the officers, or by any two Directors.
2. The time and place for the special meeting will be fixed by the person or persons calling the meeting.

C. Notices and Minutes.

1. Notice of each meeting of the Board will be sent in writing by the Secretary/Treasurer by personal delivery or first-class United States mail, telefax transmission or other means of electronic transmission to each member of the Board at least ten (10) days before the date fixed for the meeting except when the purpose of the meeting is to amend the Corporation's Bylaws and/or Articles of Incorporation in which case each member of the Board will be sent notice of such meeting in writing in the manner set forth above at least thirty (30) days before the date fixed for the meeting.
2. Minutes of the meetings of the Board shall be recorded by the Secretary/Treasurer and approved by the Board at its succeeding meeting.

Section 13. Rules of Order.

All meetings of the Board of Directors will be conducted in accordance with Robert's Rules of Order, latest edition.

Section 14. Method of Meeting.

Directors may participate in a meeting of the Board of Directors by means of a conference telephone or similar communication equipment by which all persons participating in the meeting can hear each other at the same time. Participation by such means constitutes presence in person at a meeting.

Section 15. Action without a Meeting.

Any action required to be taken at a meeting of the Board of Directors, or any action that may be taken at a meeting of the Board of Directors or committee of the Directors, may be taken without a meeting if a written consent, setting forth the action to be taken and signed by all of the Directors or committee members, is filed in the minutes of the proceedings of the Board of Directors or of the committee before the action is

taken. All Directors need not sign the same document. A unanimous written consent has the same effect as a unanimous vote.

Section 16. Removal of Directors.

Any Director may be removed for or without cause by an affirmative vote of those entitled to elect the Director to office.

Section 17. Board Suspension of an Officer's Authority.

The authority of an officer to act may be suspended by the Board for cause, but such action shall not be taken if more than one Board member votes against it. Voting shall be by secret ballot and such officer will have the opportunity to address the Board prior to the vote. The Board's action will be final.

**ARTICLE III. OFFICERS.**

Section 1. Officers.

The Corporation will have a President, a Secretary, and a Treasurer in addition to such other officers and assistant officers that may from time to time be elected by the Board as it deems necessary to carry out the affairs of the Corporation. The President shall serve as the Chief Executive Officer. An individual may hold two or more offices except the same person shall not hold the office of President and Secretary. Compensation for any officers, if any, shall be fixed by the Board.

Section 2. Election and Term of Officers.

A. At its annual meeting or as soon thereafter as conveniently may be, the Board shall elect Officers. The President, Secretary and Treasurer shall serve for a one year term and may serve consecutive terms. Said Officers will hold office until a successor has been duly elected and qualified or until the Officer's earlier death, resignation, or removal from office as hereinafter provided.

B. Additional officers of the Corporation elected by the Board from time to time as deemed necessary and advisable to carry out the affairs of the Corporation shall hold office at the pleasure of the Board or until their successors are duly elected or appointed and qualified.

C. Vacancies occurring on the Board or among the officers shall be filled in the manner prescribed in these Bylaws.

Section 3. President/CEO.

The President shall be the Chief Executive Officer of the Corporation. The President will be the administrative head of the Corporation and will exercise general supervision of the Corporation's business and affairs, except such thereof as are placed under the administration and supervision of the Secretary and Treasurer. The President shall perform all duties incidental to the office and those that are required to be performed by law, these Bylaws, and those that are properly delegated to the President by the Board.

Section 4. Vice President.

The Vice President, if one is appointed, has the power and shall perform the duties the Board or the President prescribes. If the President is absent or otherwise unable to act, the Vice President who is present and able to act shall perform all duties and may exercise all powers of the President. Unless the Board of Directors otherwise provides, the Vice President may sign bonds, deeds, and contracts for the Corporation.

Section 5. Secretary.

The Secretary shall (a) keep the minutes of the proceedings of the Board in one or more books provided for that purpose; (b) insure that all notices are duly given according to the relevant provisions of these Bylaws or as required by law; (c) may obtain custody of the corporate records and seal, attest the signatures of Officers who execute documents on behalf of the Corporation, and affect the seal to all documents that are executed on behalf of the Corporation under its seal; and (d) in general perform all duties incidental to the office of Secretary and such other duties as the President may from time to time prescribe.

Section 7. Treasurer.

The Treasurer shall maintain custody of all funds and securities of the Corporation and deposit same in the Corporation's name in banks or other depositories as may be selected by the Board; sign or review other required signatures for the disbursement of funds as authorized by the Board; provide financial reports to the Board at each meeting; assure cooperation with internal and external auditors; and assure that guidance is provided to staff such that all transactions are in compliance with the Internal Revenue Code, section 501(c)(3) and 170(c)(2) governing tax-exempt organizations.

Section 8. Removal.

An Officer or agent elected or appointed by the President may be removed by the Board with or without cause when, in its judgment, the removal would serve the best interests of the Corporation. The removal will be without prejudice to any contractual rights of the person removed. The appointment of any person as an officer, agent, or employee of the Corporation does not create a contractual right to said position.

**ARTICLE V. INDEMNIFICATION.**

Any person, heir or personal representative who is made or threatened to be made a party to any threatened, pending, or completed action or proceeding, whether civil, criminal, administrative, or investigative, because the testator or intestate is or was a Director, Officer, employee, or agent of the Corporation or serves or served any other corporation or enterprise in any capacity at the request of the Corporation, shall be indemnified by the Corporation and the Corporation may advance the persons related expenses to the full extent permitted by law. The foregoing right of indemnification or reimbursement shall not be exclusive of other rights to which the person or the person's heirs or personal representative may be entitled. The Corporation may, upon the affirmative vote of a majority of the Board of Directors, purchase insurance for the purpose of indemnifying these persons. The insurance may be for the benefit of all Directors, Officers, or employees.

**ARTICLE V. BOOKS AND RECORDS.**

Section 1. Records Required.

The Corporation will keep correct and complete books and records of accounts and minutes of the proceedings of its Directors at its registered office or principle place of business or at the office of its transfer agent or registrar, a record of its Directors, giving the names and addresses of each.

Section 2. Form.

The Corporation's books, records, and minutes may be written or kept in any other form capable of being converted into writing within a reasonable time.

**ARTICLE VI. SEAL.**

The Corporation's seal shall have its name and the word "seal" inscribed on it, and may be a facsimile, engraved, printed, or impression seal.

**ARTICLE VII. AMENDMENT.**

These Bylaws may be repealed or amended, and additional bylaws may be adopted by a two-thirds vote of the members of the Board of Directors present and voting at any meeting of the Board called for that purpose provided that such meeting shall be held after first giving thirty (30) days written notice to each member of the Board at his or her last known address.

1



**EXHIBIT O**

- 1. LEASE ON 1731 RIGGINS ROAD, TALLAHASSEE,  
FLORIDA.**
- 2. LEASE ON 2503 COMMERCIAL PARK DRIVE,  
MARIANNA, FLORIDA.**

## LEASE

FOR THE MUTUAL CONSIDERATION hereinafter provided, **SOUTHEASTERN COMMUNITY BLOOD SERVICES ORGANIZATION, INC.**, a Florida not-for-profit corporation, (**Landlord**), and **FLORIDA BLOOD SERVICES, INC.**, a Florida not-for-profit corporation (**Tenant**), enter into this lease agreement (**Lease**) effective as of the 1st day of April, 2009, (**Commencement Date**), and agree as follows:

### SECTION 1 DESCRIPTION OF PREMISES

Landlord leases to Tenant that certain real estate, which contains a commercial office building, having a street address of 1731 Riggins Road, Tallahassee, Leon County, Florida (the **Premises**) located on that real property more particularly described on **Exhibit A** attached hereto and incorporated herein by reference.

### SECTION 2 TERM

The term of this Lease shall begin on the Commencement Date and terminate on March 31, 2012, at 11:59 p.m. EST (**Term**), or on such earlier date in which the Term shall expire or be cancelled or terminated pursuant to any of the express conditions or covenants of this Lease or pursuant to law.

### SECTION 3 RENT

Tenant shall pay to Landlord at the Landlord's address set forth in Section 22, below, as rent during the Term of this Lease the sum of Ten and no/100 Dollars (\$10.00) for the use of the Premises, said amount to be paid in advance and shall be due and payable upon the execution of this Agreement and on the anniversary date of the Commencement Date for each year thereafter.

### SECTION 4 SALES TAX

There is no sale tax due for the rental of the Premises.

SECTION 5  
INTENTIONALLY DELETED

SECTION 6  
AD VALOREM TAXES

Tenant shall pay all real property taxes and assessments, if any, that may be levied or assessed against the Premises by any lawful authority during the Term of this Lease. Tenant shall pay all tangible personal property taxes, if any, assessed on Tenant's fixtures and personal property located in the Premises.

SECTION 7  
REPAIRS AND MAINTENANCE; ALTERATIONS; SURRENDER

Tenant agrees to keep the Premises in good repair and condition except, however, for any damage, repair, or injury thereto caused by or resulting from any negligence, act, or omission of the Landlord or any of the Landlord's agents, servants, employees, licensees, invitees, and customers. Tenant will not commit or allow any waste to be committed on any portion of the Premises. No alteration in, or addition to, the Premises will be made without first obtaining Landlord's prior written consent, which Landlord may grant or withhold for any reason. At the termination of this Lease, Tenant will deliver the same to Landlord in as good condition as they were in when Tenant first took possession thereof, ordinary wear and use excepted. Notwithstanding anything else in this Lease to the contrary, Landlord shall not be required to restore the Premises in the event the Premises are damaged by casualty or taken by eminent domain during the Term of this Lease.

SECTION 8  
USE

Tenant may use and occupy the Premises for any lawful general business and administrative purpose that does not violate the certificate of occupancy of the Premises, any private deed restrictions or restrictive covenants applicable to the Premises, or any governmental laws, rules, ordinances, or regulations applicable to the Premises.

SECTION 9  
CONDITION OF PREMISES

The taking of possession of the Premises by Tenant at the Commencement Date shall be conclusive evidence as against the Tenant that Tenant accepts the same "as is" and that the Premises were in good and satisfactory condition for the use intended at the time such possession was taken. Neither Landlord nor Landlord's agents have made any representations or promises with respect to the physical condition of the Premises, the rents, leases, expenses of operation, or any other matter or thing affecting or relating to the Premises except as herein expressly set forth; and no rights, easements

or licenses are acquired by Tenant by implication or otherwise except as expressly set forth in the provisions of this Lease. Tenant has become thoroughly acquainted with the condition of the Premises. Landlord has no obligation to repair, improve, or add to the Premises prior to Tenant's occupancy thereof.

SECTION 10  
INTENTIONALLY DELETED

SECTION 11  
UTILITIES; SERVICES

Tenant shall arrange and pay for all utilities and services, including without limitation all electricity, gas, water, telephone, sewer, janitorial, pest control, lawn maintenance and trash collection furnished to the Premises for the Term of this Lease.

SECTION 12  
INSURANCE

A. During the Term of this Lease, Tenant shall procure and maintain in force at Tenant's expense fire and casualty insurance on the Premises. Such coverage shall be in an amount sufficient to replace the Premises to the same or similar condition as prior to the casualty. Landlord shall be named as loss payee on any such policy. Tenant shall provide a copy of the insurance policy and declarations page for said insurance to Landlord.

B. At Tenant's sole cost and expense and for the mutual benefit of Landlord and Tenant, throughout the Term of this Lease, Tenant shall maintain in full force a general liability insurance in the amount of Three Million Dollars (\$3,000,000) for the Premises and operation of Tenant's business therein, insuring Landlord and Tenant against any liability arising out of the ownership, use, or occupancy of the Premises and indemnifying Landlord against any liability arising out of the same. Such policy of insurance shall name Landlord as additional insured and shall be written by companies licensed to transact insurance business in Florida and reasonably satisfactory to Landlord. At Tenant's sole cost and expense, Tenant shall maintain on all its personal property in the Premises a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements, to the extent of the full replacement value of such personal property. Throughout the Term of the Lease, Tenant shall maintain such worker's compensation or employer's liability insurance as may be required by law and any malpractice or professional liability insurance, automobile liability (if applicable), and business interruption insurance as is generally carried by owners of similar properties in such amounts and against such risks as are then customary for properties similar in use.

SECTION 13  
INDEMNITY

Tenant shall indemnify and hold Landlord harmless from and against any claims, actions, liabilities, obligations, or suits arising out of or in connection with Tenant's use of the Premises and the conduct of Tenant's business or any activity, work, or things done, permitted, or suffered by Tenant in or about the Premises. Landlord shall not be liable to Tenant for losses to Tenant's property or personal injury caused by criminal acts or entry by unauthorized persons into the Premises (other than through the gross negligence or willful misconduct of Landlord or Landlord's agents or contractors).

SECTION 14  
WAIVER OF SUBROGATION

Landlord and Tenant each waives any and all rights to recover against the other or against any other tenant or occupant of the Premises, or against the officers, directors, shareholders, partners, joint venturers, employees, agents, customers, invitees, or business visitors of such other party, or of such other tenant or occupant of the Premises, for any loss or damage to such waiving party arising from any cause covered by any property insurance required to be carried by such party pursuant to this Lease or any other insurance actually carried by such party. Landlord and Tenant from time to time will cause their respective insurers to issue appropriate waivers of subrogation rights endorsements to all property insurance policies carried in connection with the Premises or the contents of the Premises.

SECTION 15  
SIGNS

Tenant shall not erect, install, maintain, or display any signs on the interior or exterior of the Premises without the prior written consent of Landlord. Upon the termination of this Lease, Tenant shall remove all signs and repair any damage to the Premises caused by such removal.

SECTION 16  
ASSIGNMENT

Tenant shall not assign this Lease, or any right or privilege granted hereunder, or sublet all or any portion of the Premises, without Landlord's prior written consent, which consent may be withheld or denied in Landlord's sole and absolute discretion.

SECTION 17  
LIENS

Tenant shall not permit any liens to attach to any interest in the Premises for labor, services, or materials furnished thereto pursuant to a contract with Tenant; and in the event such liens do attach, Tenant agrees to immediately pay and discharge the same

forthwith. Further, the Tenant agrees to indemnify, defend, and save the Landlord harmless from and against any damage or loss incurred by the Landlord as a result of any such lien.

#### SECTION 18 ENTRY BY LANDLORD

Landlord or its agents may enter the Premises at reasonable hours (and in emergencies at all times) to inspect the Premises to see that Tenant is complying with all of its obligations hereunder, and to make repairs, improvements, alterations, or additions that Landlord shall deem necessary for the safety, preservation, or improvement of the Premises.

#### SECTION 19 DEFAULT

Tenant shall be deemed in default of its obligations under this Lease upon the occurrence of any of the following (each, an **Event of Default**): (a) Tenant's default in payment of any rent, additional rent, or other sums due hereunder; (b) Tenant's continued default in performance of any other covenant, promise, or obligation of this Lease for a period of more than thirty (30) days after delivery of written notice of such default to Tenant; (c) the bankruptcy of, or appointment of a receiver or trustee for, Tenant, or Tenant's voluntarily petitioning for relief under or otherwise seeking the benefit of any bankruptcy, reorganization, or insolvency law; (d) Tenant's abandonment or vacation of the Premises during the Term of this Lease or any extension or renewal thereof. Tenant's non-occupation of the Premises for a period of thirty (30) consecutive days shall be conclusively deemed an abandonment.

#### SECTION 20 REMEDIES

Upon the occurrence of an Event of Default by Tenant, Landlord may exercise the remedies described in this Lease: (a) Landlord may cancel and terminate this Lease and dispossess Tenant; (b) without terminating or cancelling this Lease, Landlord may declare all amounts and rents due under this Lease for the remainder of the existing Term (or any applicable extension or renewal thereof) to be due and payable immediately, and thereupon all rents and other charges due hereunder to the end of the initial term or any renewal term, if applicable, will be accelerated; (c) Landlord may elect to enter and repossess the Premises and relet the Premises for Tenant's account, holding Tenant liable in damages for all expenses incurred in any such reletting and for any difference between the amount of rent received from such reletting and the amount due and payable under the terms of this Lease; (d) Landlord may enter upon the Premises and do whatever Tenant is obligated to do under the terms of this Lease (and Tenant will reimburse Landlord on demand for any expenses that Landlord may incur in effecting compliance with Tenant's obligations under this Lease, and Landlord will not be liable for any damages resulting to the Tenant from such action). All the remedies of

Landlord in the event of Tenant's default will be cumulative, and in addition Landlord may pursue any other remedies permitted by law or in equity.

SECTION 21  
INTENTIONALLY DELETED

SECTION 22  
NOTICES

All rent remittances, notices, requests, demands, or other instruments required or contemplated to be given or furnished under this Lease to Landlord or Tenant shall be directed to Landlord or Tenant as the case may be at the following addresses, until one party is notified by the other in writing of a change of address:

**If to Landlord:**

SOUTHEASTERN COMMUNITY  
BLOOD SERVICES  
ORGANIZATION, INC.  
Attn: *board chairman*  
1731 Riggins Road  
Tallahassee, FL 32308

**If to Tenant:**

FLORIDA BLOOD SERVICES, INC.  
Attn: Donald D. Doddridge, CEO  
10100 Ninth Street North  
St. Petersburg, FL 33716

**With a copy to:**

Ausley & McMullen, P.A.  
Attn: Julian Proctor, Esq.  
227 South Calhoun Street  
Tallahassee, Florida 32301

**With a copy to**

Emil C. Marquardt, Esq.  
MacFarlane, Ferguson & McMullen  
625 Court St., Suite 200  
Clearwater, FL 33756

SECTION 23  
RADON DISCLOSURE

THE FOLLOWING DISCLOSURE IS REQUIRED BY FLORIDA STATUTES, SECTION 404.056(8): RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY PUBLIC HEALTH UNIT.

SECTION 24  
ENVIRONMENTAL LAWS; INDEMNITY

Tenant shall indemnify, defend, protect, and hold Landlord harmless from and against any and all demands, claims, proceedings, actions and causes of action, damages, fines, costs, and expenses (including attorneys fees and costs) incurred or resulting from or in connection with violation of Environmental Laws by Tenant or Tenant's agents, contractors, or licensees. For purposes of this provision, **Environmental Laws** shall mean any and all federal, state, regional, or local statutory or common laws relating to pollution or protection of the environment and any related regulations, rules, orders, directives, or other requirements. Environmental Laws include (by way of example and not as a limitation) any common law of nuisance or trespass and any law, regulation, rule, or directive relating to emissions, discharges, releases, or threatened releases of pollutants, contaminants, chemicals, or industrial, toxic, or hazardous substances or wastes into the environment (including without limitation, ambient air, surface water, ground water, land surface, or subsurface strata) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, presence, transportation, or handling of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances, wastes or other substances deemed hazardous or potentially hazardous to the environment. The indemnity provisions of this paragraph shall survive the termination of this Lease.

SECTION 25  
ATTORNEYS' FEES

In the event of any litigation or other proceedings between Landlord and Tenant arising out of this Lease or the Premises, the prevailing party therein shall be allowed all reasonable attorney's and paralegal assistant's fees expended or incurred in such litigation, including those incurred before, during, and at trial, on appeal, or in federal bankruptcy or reorganization proceedings, to be recovered as part of the costs therein, or in a subsequent proceeding therefor.

SECTION 26  
MISCELLANEOUS

**A. Captions.** Section titles or captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision hereof.

**B. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

**C. Entire Agreement.** This Lease sets forth all the covenants, promises, agreements, conditions, and understandings between Landlord and Tenant concerning the Premises; and there are no covenants, promises, agreements, conditions, or understandings, either oral or written, between them other than as herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change,



or addition to this Lease will be binding upon Landlord or Tenant unless reduced to writing and signed by both parties.

**D. Governing Law; Venue.** This Agreement shall be construed in accordance with Florida law. The venue for all litigation relating to this Agreement shall be Leon County, Florida, notwithstanding the fact that one or more parties hereto is now or may become a resident or citizen of a different state or country.

**E. Invalid Provisions.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and the Agreement shall be construed in all respects as if such invalid or unenforceable provision(s) were omitted.

**F. Legal Review.** Landlord and Tenant acknowledge that each of them and their counsel have had an opportunity to review this Lease and that this Lease will not be construed against the party that prepared it.

**G. Time of the Essence.** Time is of the essence in this Agreement.

**(Signatures on next page)**

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first-above written.

Witnesses:

**SOUTHEASTERN COMMUNITY BLOOD SERVICES ORGANIZATION, INC.**

Michael Stiles  
Print: Michael Stiles

By: Jeanne Dariotis  
Name: Jeanne Dariotis

Katherine K. Anderson  
Print: Katherine K. Anderson

"Landlord"

Witnesses:

**FLORIDA BLOOD SERVICES, INC.**

Sandra S. Abbott  
Print: Sandra S. Abbott

By: Donald D. Dordridge  
Name: DONALD D. DORDRIDGE  
Its: CEO

Cathy Shea  
Print: CATHY SHEA

"Tenant"

**EXHIBIT A**

**Legal Description**

Commence at the Northwest corner of Section 28, Township 1 North, Range 1 East, Leon County, Florida and thence run East along the Section Line 1279.00 feet, thence run South 00 degrees 16 minutes 30 seconds East 400.05 feet, thence run North 58 degrees 20 minutes East 152.04 feet, thence run South 31 degrees 40 minutes East 400.00 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING thence run South 58 degrees 44 minutes 47 seconds West 399.95 feet to the Northeasterly right of way boundary of Riggins Road, thence run South 31 degrees 40 minutes East along said right of way boundary 2.00 feet to a concrete monument, thence run South 31 degrees 47 minutes East along said right of way boundary 240.59 feet to a point of curve to the left, thence run Southeasterly along said curve with a radius of 30.00 feet through a central angle of 90 degrees 00 minutes for an arc distance of 47.12 feet to the Northerly right of way boundary of Mahan Boulevard, thence run North 58 degrees 13 minutes East along said right of way boundary 234.93 feet to a point of curve to the right, thence run Northeasterly along said right of way boundary and along said curve with a radius of 320.00 feet through a central angle of 24 degrees 20 minutes 23 seconds for an arc distance of 135.94 feet, thence run North 31 degrees 11 minutes 00 seconds West 297.35 feet to the POINT OF BEGINNING.

Subject to (1) a utility easement over and across the Southerly 7.00feet of the Property; (2) the Declaration of Covenants, Conditions, Restrictions and Easements of Mahan Center, recorded in Official Records Book 1297, Page 0001, public records of Leon County, Florida; (3) a Utility Easement to the City of Tallahassee, recorded in Official Records Book 1204, Page 243, public records of Leon County, Florida; and (iv) ad valorem taxes for 2008 and subsequent years.

TOGETHER with a perpetual, non-exclusive drainage easement over, along, and across that certain parcel of land (hereafter the Easement Parcel) more particularly described as follows:

Commence at the Northwest corner of Section 28, Township 1 North, Range 1 East, Leon County, Florida and thence run East along the Section Line 1279.00 feet, thence run South 00 degrees 16 minutes 30 seconds East 400.05 feet, thence run North 58 degrees 20 minutes East 152.04 feet, thence run South 31 degrees 40 minutes East 400.00 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING thence run North 58 degrees 20 minutes 00 seconds East 247.75 feet to the Westerly right of way boundary of the City of Tallahassee Power Transmission Line, thence run South 23 degrees 28 minutes 00 seconds East along said right of way boundary 30.31 feet, thence run South 58 degrees 20 minutes 00 seconds West 243.68 feet, thence run North 31 degrees 11 minutes 00 seconds West 30.00 feet to the POINT OF BEGINNING.

EXHIBIT "A"

COMMENCE AT AN IRON ROD MARKING THE NORTHWEST CORNER OF SECTION 13, TOWNSHIP 4 NORTH, RANGE 10 WEST, JACKSON COUNTY, FLORIDA, THENCE RUN SOUTH 00°55'22" WEST 1316.15 FEET TO A CONCRETE MONUMENT, THENCE RUN SOUTH 88°59'48" EAST 309.74 FEET TO A CONCRETE MONUMENT, THENCE RUN SOUTH 89°40'13" EAST 999.50 FEET TO A CONCRETE MONUMENT, THENCE RUN SOUTH 00°43'34" WEST 1347.62 FEET TO AN IRON ROD FOR A POINT OF BEGINNING, THENCE FROM SAID POINT OF BEGINNING RUN SOUTH 89°18'40" EAST 276.29 FEET TO AN IRON ROD ON THE WEST RIGHT OF WAY LINE OF COMMERCIAL PARK DRIVE, THENCE RUN SOUTH 00°41'13" WEST, ALONG SAID WEST RIGHT OF WAY LINE, 100.00 FEET TO AN IRON ROD, THENCE RUN NORTH 89°18'40" WEST 276.36 FEET TO AN IRON ROD, THENCE RUN NORTH 00°43'34" EAST 100.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.63 ACRES, MORE OR LESS.

SUBJECT TO A DRAINAGE EASEMENT OVER AND ACROSS THE WESTERLY 30 FEET THEREOF.

ALSO AN EASEMENT FOR INGRESS AND EGRESS AS DESCRIBED IN A DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PARK CENTRE, A BUSINESS COMMUNITY RECORDED IN OR BOOK 782, PAGE 819 PUBLIC RECORDS OF JACKSON COUNTY, FLORIDA.

## LEASE

FOR THE MUTUAL CONSIDERATION hereinafter provided, **SOUTHEASTERN COMMUNITY BLOOD SERVICES ORGANIZATION, INC.**, a Florida not-for-profit corporation, (**Landlord**), and **FLORIDA BLOOD SERVICES, INC.**, a Florida not-for-profit corporation (**Tenant**), enter into this lease agreement (**Lease**) effective as of the 1<sup>st</sup> day of April, 2009, (**Commencement Date**), and agree as follows:

### SECTION 1 DESCRIPTION OF PREMISES

Landlord leases to Tenant that certain real estate, which contains a commercial office building, having a street address of 2503 Commercial Park Dr., Marianna, Jackson County, Florida (the **Premises**) located on that real property more particularly described on **Exhibit A** attached hereto and incorporated herein by reference.

### SECTION 2 TERM

The term of this Lease shall begin on the Commencement Date and terminate on March 31, 2012, at 11:59 p.m. EST (**Term**), or on such earlier date in which the Term shall expire or be cancelled or terminated pursuant to any of the express conditions or covenants of this Lease or pursuant to law.

### SECTION 3 RENT

Tenant shall pay to Landlord at the Landlord's address set forth in Section 22, below, as rent during the Term of this Lease the sum of Ten and no/100 Dollars (\$10.00) for the use of the Premises, said amount to be paid in advance and shall be due and payable upon the execution of this Agreement and on the anniversary date of the Commencement Date for each year thereafter.

### SECTION 4 SALES TAX

There is no sale tax due for the rental of the Premises.

SECTION 5  
INTENTIONALLY DELETED

SECTION 6  
AD VALOREM TAXES

Tenant shall pay all real property taxes and assessments, if any, that may be levied or assessed against the Premises by any lawful authority during the Term of this Lease. Tenant shall pay all tangible personal property taxes, if any, assessed on Tenant's fixtures and personal property located in the Premises.

SECTION 7  
REPAIRS AND MAINTENANCE; ALTERATIONS; SURRENDER

Tenant agrees to keep the Premises in good repair and condition except, however, for any damage, repair, or injury thereto caused by or resulting from any negligence, act, or omission of the Landlord or any of the Landlord's agents, servants, employees, licensees, invitees, and customers. Tenant will not commit or allow any waste to be committed on any portion of the Premises. No alteration in, or addition to, the Premises will be made without first obtaining Landlord's prior written consent, which Landlord may grant or withhold for any reason. At the termination of this Lease, Tenant will deliver the same to Landlord in as good condition as they were in when Tenant first took possession thereof, ordinary wear and use excepted. Notwithstanding anything else in this Lease to the contrary, Landlord shall not be required to restore the Premises in the event the Premises are damaged by casualty or taken by eminent domain during the Term of this Lease.

SECTION 8  
USE

Tenant may use and occupy the Premises for any lawful general business and administrative purpose that does not violate the certificate of occupancy of the Premises, any private deed restrictions or restrictive covenants applicable to the Premises, or any governmental laws, rules, ordinances, or regulations applicable to the Premises.

SECTION 9  
CONDITION OF PREMISES

The taking of possession of the Premises by Tenant at the Commencement Date shall be conclusive evidence as against the Tenant that Tenant accepts the same "as is" and that the Premises were in good and satisfactory condition for the use intended at the time such possession was taken. Neither Landlord nor Landlord's agents have made any representations or promises with respect to the physical condition of the Premises, the rents, leases, expenses of operation, or any other matter or thing affecting or relating to the Premises except as herein expressly set forth; and no rights, easements

or licenses are acquired by Tenant by implication or otherwise except as expressly set forth in the provisions of this Lease. Tenant has become thoroughly acquainted with the condition of the Premises. Landlord has no obligation to repair, improve, or add to the Premises prior to Tenant's occupancy thereof.

SECTION 10  
INTENTIONALLY DELETED

SECTION 11  
UTILITIES; SERVICES

Tenant shall arrange and pay for all utilities and services, including without limitation all electricity, gas, water, telephone, sewer, janitorial, pest control, lawn maintenance and trash collection furnished to the Premises for the Term of this Lease.

SECTION 12  
INSURANCE

A. During the Term of this Lease, Tenant shall procure and maintain in force at Tenant's expense fire and casualty insurance on the Premises. Such coverage shall be in an amount sufficient to replace the Premises to the same or similar condition as prior to the casualty. Landlord shall be named as loss payee on any such policy. Tenant shall provide a copy of the insurance policy and declarations page for said insurance to Landlord.

B. At Tenant's sole cost and expense and for the mutual benefit of Landlord and Tenant, throughout the Term of this Lease, Tenant shall maintain in full force a general liability insurance in the amount of Three Million Dollars (\$3,000,000) for the Premises and operation of Tenant's business therein, insuring Landlord and Tenant against any liability arising out of the ownership, use, or occupancy of the Premises and indemnifying Landlord against any liability arising out of the same. Such policy of insurance shall name Landlord as additional insured and shall be written by companies licensed to transact insurance business in Florida and reasonably satisfactory to Landlord. At Tenant's sole cost and expense, Tenant shall maintain on all its personal property in the Premises a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements, to the extent of the full replacement value of such personal property. Throughout the Term of the Lease, Tenant shall maintain such worker's compensation or employer's liability insurance as may be required by law and any malpractice or professional liability insurance, automobile liability (if applicable), and business interruption insurance as is generally carried by owners of similar properties in such amounts and against such risks as are then customary for properties similar in use.

SECTION 13  
INDEMNITY

Tenant shall indemnify and hold Landlord harmless from and against any claims, actions, liabilities, obligations, or suits arising out of or in connection with Tenant's use of the Premises and the conduct of Tenant's business or any activity, work, or things done, permitted, or suffered by Tenant in or about the Premises. Landlord shall not be liable to Tenant for losses to Tenant's property or personal injury caused by criminal acts or entry by unauthorized persons into the Premises (other than through the gross negligence or willful misconduct of Landlord or Landlord's agents or contractors).

SECTION 14  
WAIVER OF SUBROGATION

Landlord and Tenant each waives any and all rights to recover against the other or against any other tenant or occupant of the Premises, or against the officers, directors, shareholders, partners, joint venturers, employees, agents, customers, invitees, or business visitors of such other party, or of such other tenant or occupant of the Premises, for any loss or damage to such waiving party arising from any cause covered by any property insurance required to be carried by such party pursuant to this Lease or any other insurance actually carried by such party. Landlord and Tenant from time to time will cause their respective insurers to issue appropriate waivers of subrogation rights endorsements to all property insurance policies carried in connection with the Premises or the contents of the Premises.

SECTION 15  
SIGNS

Tenant shall not erect, install, maintain, or display any signs on the interior or exterior of the Premises without the prior written consent of Landlord. Upon the termination of this Lease, Tenant shall remove all signs and repair any damage to the Premises caused by such removal.

SECTION 16  
ASSIGNMENT

Tenant shall not assign this Lease, or any right or privilege granted hereunder, or sublet all or any portion of the Premises, without Landlord's prior written consent, which consent may be withheld or denied in Landlord's sole and absolute discretion.

SECTION 17  
LIENS

Tenant shall not permit any liens to attach to any interest in the Premises for labor, services, or materials furnished thereto pursuant to a contract with Tenant; and in the event such liens do attach, Tenant agrees to immediately pay and discharge the same



forthwith. Further, the Tenant agrees to indemnify, defend, and save the Landlord harmless from and against any damage or loss incurred by the Landlord as a result of any such lien.

#### SECTION 18 ENTRY BY LANDLORD

Landlord or its agents may enter the Premises at reasonable hours (and in emergencies at all times) to inspect the Premises to see that Tenant is complying with all of its obligations hereunder, and to make repairs, improvements, alterations, or additions that Landlord shall deem necessary for the safety, preservation, or improvement of the Premises.

#### SECTION 19 DEFAULT

Tenant shall be deemed in default of its obligations under this Lease upon the occurrence of any of the following (each, an **Event of Default**): (a) Tenant's default in payment of any rent, additional rent, or other sums due hereunder; (b) Tenant's continued default in performance of any other covenant, promise, or obligation of this Lease for a period of more than thirty (30) days after delivery of written notice of such default to Tenant; (c) the bankruptcy of, or appointment of a receiver or trustee for, Tenant, or Tenant's voluntarily petitioning for relief under or otherwise seeking the benefit of any bankruptcy, reorganization, or insolvency law; (d) Tenant's abandonment or vacation of the Premises during the Term of this Lease or any extension or renewal thereof. Tenant's non-occupation of the Premises for a period of thirty (30) consecutive days shall be conclusively deemed an abandonment.

#### SECTION 20 REMEDIES

Upon the occurrence of an Event of Default by Tenant, Landlord may exercise the remedies described in this Lease (a) Landlord may cancel and terminate this Lease and dispossess Tenant; (b) without terminating or cancelling this Lease, Landlord may declare all amounts and rents due under this Lease for the remainder of the existing Term (or any applicable extension or renewal thereof) to be due and payable immediately, and thereupon all rents and other charges due hereunder to the end of the initial term or any renewal term, if applicable, will be accelerated; (c) Landlord may elect to enter and repossess the Premises and relet the Premises for Tenant's account, holding Tenant liable in damages for all expenses incurred in any such reletting and for any difference between the amount of rent received from such reletting and the amount due and payable under the terms of this Lease; (d) Landlord may enter upon the Premises and do whatever Tenant is obligated to do under the terms of this Lease (and Tenant will reimburse Landlord on demand for any expenses that Landlord may incur in

effecting compliance with Tenant's obligations under this Lease, and Landlord will not be liable for any damages resulting to the Tenant from such action). All the remedies of Landlord in the event of Tenant's default will be cumulative, and in addition Landlord may pursue any other remedies permitted by law or in equity.

SECTION 21  
INTENTIONALLY DELETED

SECTION 22  
NOTICES

All rent remittances, notices, requests, demands, or other instruments required or contemplated to be given or furnished under this Lease to Landlord or Tenant shall be directed to Landlord or Tenant as the case may be at the following addresses, until one party is notified by the other in writing of a change of address:

**If to Landlord:**

SOUTHEASTERN COMMUNITY  
BLOOD SERVICES ORGANIZATION,  
INC.

Attn: *board chairman*  
1731 Riggins Road  
Tallahassee, FL 32308

**If to Tenant:**

FLORIDA BLOOD SERVICES, INC.  
Attn: Donald D. Doddridge, CEO  
10100 Ninth Street North  
St. Petersburg, FL 33716

**With a copy to:**

Ausley & McMullen, P.A.  
Attn: Julian Proctor, Esq.  
227 South Calhoun Street  
Tallahassee, Florida 32301

**With a copy to**

Emil C. Marquardt, Esq.  
MacFarlane, Ferguson & McMullen  
625 Court St., Suite 200  
Clearwater, FL 33756

SECTION 23  
RADON DISCLOSURE

THE FOLLOWING DISCLOSURE IS REQUIRED BY FLORIDA STATUTES, SECTION 404.056(8): RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY PUBLIC HEALTH UNIT.

SECTION 24  
ENVIRONMENTAL LAWS; INDEMNITY

Tenant shall indemnify, defend, protect, and hold Landlord harmless from and against any and all demands, claims, proceedings, actions and causes of action, damages, fines, costs, and expenses (including attorneys fees and costs) incurred or resulting from or in connection with violation of Environmental Laws by Tenant or Tenant's agents, contractors, or licensees. For purposes of this provision, **Environmental Laws** shall mean any and all federal, state, regional, or local statutory or common laws relating to pollution or protection of the environment and any related regulations, rules, orders, directives, or other requirements. Environmental Laws include (by way of example and not as a limitation) any common law of nuisance or trespass and any law, regulation, rule, or directive relating to emissions, discharges, releases, or threatened releases of pollutants, contaminants, chemicals, or industrial, toxic, or hazardous substances or wastes into the environment (including without limitation, ambient air, surface water, ground water, land surface, or subsurface strata) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, presence, transportation, or handling of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances, wastes or other substances deemed hazardous or potentially hazardous to the environment. The indemnity provisions of this paragraph shall survive the termination of this Lease.

SECTION 25  
ATTORNEYS' FEES

In the event of any litigation or other proceedings between Landlord and Tenant arising out of this Lease or the Premises, the prevailing party therein shall be allowed all reasonable attorney's and paralegal assistant's fees expended or incurred in such litigation, including those incurred before, during, and at trial, on appeal, or in federal bankruptcy or reorganization proceedings, to be recovered as part of the costs therein, or in a subsequent proceeding therefor.

SECTION 26  
MISCELLANEOUS

**A. Captions.** Section titles or captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision hereof.

**B. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

**C. Entire Agreement.** This Lease sets forth all the covenants, promises, agreements, conditions, and understandings between Landlord and Tenant concerning the Premises; and there are no covenants, promises, agreements, conditions, or understandings, either oral or written, between them other than as herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change,

or addition to this Lease will be binding upon Landlord or Tenant unless reduced to writing and signed by both parties.

**D. Governing Law; Venue.** This Agreement shall be construed in accordance with Florida law. The venue for all litigation relating to this Agreement shall be Leon County, Florida, notwithstanding the fact that one or more parties hereto is now or may become a resident or citizen of a different state or country.

**E. Invalid Provisions.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and the Agreement shall be construed in all respects as if such invalid or unenforceable provision(s) were omitted.

**F. Legal Review.** Landlord and Tenant acknowledge that each of them and their counsel have had an opportunity to review this Lease and that this Lease will not be construed against the party that prepared it.

**G. Time of the Essence.** Time is of the essence in this Agreement.

**(Signatures on next page)**

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first-above written.

Witnesses:

**SOUTHEASTERN COMMUNITY BLOOD SERVICES ORGANIZATION, INC.**

Michael Stiles  
Print: Michael Stiles

By: Jeanne Dariotis  
Name: Jeanne Dariotis

Katherine K. Anderson  
Print: Katherine K. Anderson

"Landlord"

Witnesses:

**FLORIDA BLOOD SERVICES, INC.**

Sandra S. Abbott  
Print: Sandra S. Abbott

By: Donald Dodderidge  
Name: DONALD DODDERIDGE  
Its: CEO

Cathy Shea  
Print: CATHY SHEA

"Tenant"

**EXHIBIT A**

**Legal Description**

**O.R. 1065 PG. 0938**

**EXHIBIT "A"**

COMMENCE AT AN IRON ROD MARKING THE NORTHWEST CORNER OF SECTION 13, TOWNSHIP 4 NORTH, RANGE 10 WEST, JACKSON COUNTY, FLORIDA, THENCE RUN SOUTH 00°55'22" WEST 1316.15 FEET TO A CONCRETE MONUMENT, THENCE RUN SOUTH 88°59'48" EAST 309.74 FEET TO A CONCRETE MONUMENT, THENCE RUN SOUTH 89°40'13" EAST 999.50 FEET TO A CONCRETE MONUMENT, THENCE RUN SOUTH 00°43'34" WEST 1347.62 FEET TO AN IRON ROD FOR A POINT OF BEGINNING, THENCE FROM SAID POINT OF BEGINNING RUN SOUTH 89°18'40" EAST 276.29 FEET TO AN IRON ROD ON THE WEST RIGHT OF WAY LINE OF COMMERCIAL PARK DRIVE, THENCE RUN SOUTH 00°41'13" WEST, ALONG SAID WEST RIGHT OF WAY LINE, 100.00 FEET TO AN IRON ROD, THENCE RUN NORTH 89°18'40" WEST 276.36 FEET TO AN IRON ROD, THENCE RUN NORTH 00°43'34" EAST 100.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.63 ACRES, MORE OR LESS.

SUBJECT TO A DRAINAGE EASEMENT OVER AND ACROSS THE WESTERLY 30 FEET THEREOF.

ALSO AN EASEMENT FOR INGRESS AND EGRESS AS DESCRIBED IN A DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PARK CENTRE, A BUSINESS COMMUNITY RECORDED IN OR BOOK 782, PAGE 819 PUBLIC RECORDS OF JACKSON COUNTY, FLORIDA.

**FIRST AMENDMENT TO THE PLAN AND AGREEMENT OF MERGER  
OF SOUTHEASTERN COMMUNITY BLOOD CENTER, INC.  
AND FLORIDA BLOOD SERVICES, INC.**

This First Amendment to the Plan and Agreement of Merger of Southeastern Community Blood Center, Inc. and Florida Blood Services, Inc. is entered into this 24<sup>th</sup> day of March, 2009 by and between Southeastern Community Blood Center, Inc. ("Southeastern" or "Merging Corporation") and Florida Blood Services, Inc. ("FBS" or "Surviving Corporation"). All terms not otherwise defined herein shall have the meanings assigned to them in the Plan and Agreement of Merger between Southeastern and FBS.

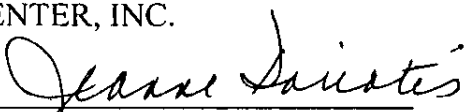
**Article VI, Section 6.7 of the Plan and Agreement of Merger between Southeastern and FBS is amended as follows:**

On or about the third anniversary of the Effective Time, but in no event no later than ninety days thereafter, the SCBSO board of directors shall vote to merge SCBSO with an entity which is organized for the support of FBS and which is controlled by FBS (hereinafter referred to as the "FBS entity"). The SCBSO board of directors shall vote affirmatively to merge with the FBS entity unless one or more of the following factors are found to exist with regard to FBS: a) the existence of impairment of FBS financial condition which adversely affects services provided to the Southeastern service area; b) there exists justifiable material concerns with respect to FBS licensure or accreditation with FDA or other accrediting authorities; c) the patient medical needs identified by the medical providers in the Southeastern service area are not being met; or d) the donations


of blood and the supply of blood in the Southeastern service area are inadequate based on the needs of the patients in the Southeastern service area. In the event the SCBSO board of directors fails to vote (either in the affirmative or negative) on the merger of SCBSO with the FBS entity within 90 days after the third anniversary date of the Effective Time then it shall be deemed that the SCBSO board of directors voted affirmatively to merge with the FBS entity. In accordance therewith, the officers and directors of SCBSO shall take all action necessary to timely effectuate the merger of SCBSO with the FBS entity.

SCBSO shall execute a joinder evidencing its agreement to be bound by the terms of this First Amendment to Section 6.7 of the Plan and Agreement of Merger.

SOUTHEASTERN COMMUNITY BLOOD  
INC.  
CENTER, INC.

By:   
Jeanne Dariotis, C.E.O.

FLORIDA BLOOD SERVICES,

By:   
Donald D. Doddridge, C.E.O.



**JOINDER**

Southeastern Community Blood Services Organization, Inc. does hereby join in and agree to be bound by the terms and conditions of the First Amendment to the Plan and Agreement of Merger of Southeastern Community Blood Center, Inc. and Florida Blood Services, Inc. dated 24 and effective 4/1/09

Southeastern Community Blood Services  
Organization, Inc.

By: Jeanne Dariosis  
Its: BOARD OFFICER

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of March, 2009, by Jeanne Dariosis, who is the BOARD OFFICER of the Southeastern Community Blood Services Organization, Inc. and is personally known by me or produced \_\_\_\_\_ as identification and who did take an oath.

Sandra S. Abbott  
NOTARY PUBLIC  
Printed Name: SANDRA S. Abbott

My Commission Expires:

