

N50067

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP     WAIT     MAIL

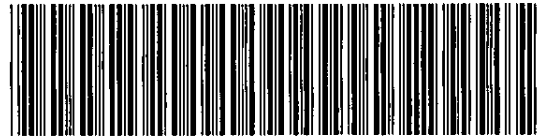
(Business Entity Name)

(Document Number)

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

Special Instructions to Filing Officer:

Office Use Only



000159629880

*Merge*

RECEIVED  
09 SEP - 1 AM 10: 58  
TALLAHASSEE, FLORIDA

FILED  
2009 SEP - 1 PM 4: 10  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

*DR*  
*9/1/09*



CORPORATION SERVICE COMPANY'

ACCOUNT NO. : I20000000195  
REFERENCE : 111162 4612404  
AUTHORIZATION : *[Handwritten Signature]*  
COST LIMIT : \$ ~~151.75~~ 78.75

ORDER DATE : August 28, 2009  
ORDER TIME : 9:24 AM  
ORDER NO. : 111162-005  
CUSTOMER NO: 4612404

ARTICLES OF MERGER

BLOODNETUSA, INC.

INTO

FLORIDA BLOOD SERVICES, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY  
       PLAIN STAMPED COPY

CONTACT PERSON: Joyce Markley

EXAMINER'S INITIALS: \_\_\_\_\_

**FILED**  
2009 SEP -1 PM 4:10  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**ARTICLES OF MERGER**  
**(Not for Profit Corporation)**

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

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
FLORIDA BLOOD SERVICES, INC.	Florida	N50067

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
BLOODNETUSA, INC.	Florida	716951

**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**

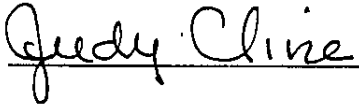
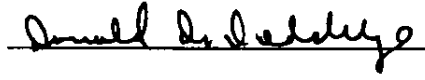
The plan of merger was adopted by the members of the surviving corporation on the 17th day of July, 2009. The vote of the members was unanimous.

**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 July, 2009. 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>
BLOODNETUSA, INC.		Judy Cline President, C.E.O. Date: <u>July 17, 2009</u>
FLORIDA BLOOD SERVICES, INC.		Donald D. Doddridge President, C.E.O. Date: <u>July 17, 2009</u>

g:\ccm\flblood.svc\bloodnetusa merger\articles of merger-fbs bnu-071609.doc

**PLAN AND AGREEMENT OF MERGER**  
**OF**  
**BLOODNETUSA, INC.**  
**AND**  
**FLORIDA BLOOD SERVICES, INC.**

This Plan and Agreement of Merger (the "Plan of Merger"), dated effective the 1<sup>st</sup> day of Sept. 2009 (the "Effective Date") is entered into by and between BloodnetUSA, Inc., a Florida not-for-profit corporation ("BNU") and Florida Blood Services, Inc., a Florida not-for-profit corporation ("FBS"), and HealthNow Foundation of Polk County, Inc., a Florida not-for-profit corporation ("HN") with respect to the merger of BNU with and into FBS and the corresponding Contribution (hereinafter defined) made by FBS to HN. BNU and FBS are sometimes referred to herein as a "Party" or collectively as the "Parties."

**WITNESSETH:**

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

**WHEREAS**, in consideration for the Merger, FBS shall make the Contribution to HN.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements contained herein, being duly adopted and entered into by FBS and BNU, and HN, this Plan of Merger, 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 BNU with and into FBS**

1.1 **Merger.** Subject to the provisions of this Plan of Merger, upon the Effective Date, BNU shall, for all purposes, 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. Upon the Effective Date of the Merger, the title to all property owned by BNU shall immediately and automatically, by operation of this Plan of Merger, become the property of FBS with the exception of the assets referred to in Exhibit A ("Excluded Assets"), without reversion or impairment. Upon the Effective Date of the Merger, with the exception of the Excluded Assets, all debts, liabilities and obligations of BNU including but not limited to other contracts, accrued employee benefits, hospital and testing contracts, donor credits and accounts payable, as well as any financial or other commitments related to BNU's acquisition of

Indian River Blood Bank and its real estate, shall become debts, liabilities and/or obligations of FBS and shall not be released or impaired by the Merger. Except for the Excluded Assets, FBS shall succeed in all respects to all of the rights and obligations of BNU. All rights of creditors and other obligees, and all liens on property and assets of BNU (other than the liabilities and obligations of the Excluded Assets) shall be preserved unimpaired.

1.2 Articles of Incorporation and Bylaws. The Articles of Incorporation of FBS, attached hereto as Exhibit B and Bylaws of FBS attached hereto as Exhibit C, upon the Effective Date of the Merger shall be the Articles of Incorporation and Bylaws of FBS, 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 FBS. At the Effective Date of the Merger and pursuant to this Plan of Merger, the corporate name of FBS shall continue to be "Florida Blood Services, Inc." FBS shall have the right to retain and use the BNU name as a fictitious name for communities currently served by BNU as well as any additional communities that it may so desire.

1.4 Continuation of Business. From and after the Effective Date of the Merger, the business of BNU shall be conducted by FBS. The principal office of BNU immediately prior to the Effective Date shall be an office of FBS from and after that time. The blood services activity carried on in BNU's service area (the "BNU Service Area" as defined in Exhibit D) prior to the Effective Date of the Merger will continue to be carried on by FBS. If any Services Agreement/Contract ("Agreements") between BNU and a hospital or other health care provider in the BNU Service Area so requires, BNU agrees to use its best efforts to obtain the written consent to assign such Agreements to FBS prior to the Effective Date of the Merger such that there will be no interruption in the blood service activity carried on in the BNU Service Area. FBS will cooperate with BNU and execute any necessary documents necessary to effectuate the assignment. A copy of the Consent to Assignment is attached as Exhibit E.

The following policies will be implemented by FBS following the Merger:

a. All persons who were BNU employees immediately prior to the Effective Date (hereinafter defined) of this Plan of Merger ("BNU Employees") are to be retained by FBS following the execution of this Plan of Merger with the same salary as the employee currently receives as of the Effective Date, as well as benefits received by similarly situated employees at FBS except as set out in Exhibit "O". If any BNU Employee is terminated within three (3) years of the Effective Date of this Merger (the "Restricted Period"), and such termination is not related to job performance as defined in accordance with the FBS employee manual ("Job Performance Related Termination"), then HN is hereby authorized to institute court proceedings against FBS, its successors or assigns, to reinstate the terminated BNU Employee or to cause the terminated BNU Employee to be paid an amount equal to the salary and all benefits equal to that which BNU Employee was receiving at the time of BNU Employee's termination for the Remainder of the Restricted Period. HN shall be entitled to its attorney's fees if it is successful in enforcing this provision against FBS. This provision providing HN with a right to sue and enforce this provision is a substantial inducement to BNU to enter into this Plan of Merger.

b. For a period of three (3) years following the Effective Date of this Merger, no BNU Employees shall be required to transfer to any other location unless such BNU Employee consents thereto.

c. For a period of one (1) year following the Effective Date, FBS will continue to allow direct donations, autologous donations, and therapeutic phlebotomies, and will also continue to provide appropriate donor recognition events in Lakeland which will include, without limitation, the Annual Donor Calendar, the Annual Multi-Gallon Dinner, and the Annual Donor Chair Luncheon.

d. After the Merger, FBS will continue to purchase supplies and products within Polk County to the extent possible and economically reasonable except for items covered by national contracts (such as chemicals, bags and reagents) or contracts which cover all FBS locations such as property and liability insurance.

1.5 Taking of Necessary Action. The Parties shall take all such actions as may be necessary, appropriate or desirable to effect the Merger, including but not limited to obtaining all approvals required by the laws of the State of Florida or the United States of America and filing or causing to be filed and/or recorded any document or documents prescribed by the laws of the State of Florida or the United States of America. If at any time or times after the Effective Date of the Merger any further action is necessary or desirable to carry out the purposes of this Plan of Merger and to vest FBS with full title to all properties, assets, rights and approvals of BNU (with the exception of the Excluded Assets), the officers and directors of the BNU and FBS shall take all such necessary action. FBS and BNU hereby agree that any and all certification, licensure, change of status, or other documentation, identification, or registration with the State of Florida, the United States of America, or any licensing board or governing body required in furtherance of or as a result of this Merger be and is hereby solely the responsibility of FBS.

1.6 Directors, Officers and Community Advisory Board.

(a) Directors. All persons who, as of the Effective Date of the Plan of Merger, are directors of FBS shall continue to serve as directors of FBS. Additionally, FBS may select two additional persons from Polk County and one additional person from Indian River County to serve as directors of FBS (collectively, the three new directors are hereinafter referred to as the "BNU Merger Directors").

(b) All persons who, as of the date of this Plan of Merger, are officers of FBS shall remain as officers of FBS until their successors have been duly elected or appointed and qualified or their tenure is otherwise terminated in accordance with the Bylaws of FBS.

(c) FBS may have a Community Advisory Board consisting of residents of Polk and Indian River Counties whose purpose shall be to: 1) provide input to FBS' board of directors concerning staff, advertising and fund raising for FBS' facilities in the BNU Service Area; 2) evaluate and assess whether FBS is meeting the blood supply needs of the BNU Service Area; 3) evaluate and

assess whether FBS is servicing the patient medical needs identified by the medical providers in the BNU Service Area; and 4) recommend BNU Merger Directors to serve on the FBS board of directors, as provided in (a) above.

1.7 Authorization. The officers of BNU and FBS, 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 all Parties 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 Intentionally Omitted.

1.9 Closing. The Closing contemplated by this Plan of Merger ("Closing") shall occur upon the Effective Date of this Plan of Merger.

1.10 Closing Deliverables. On the Effective Date:

- (a) Each of the Parties shall have received all consents and approvals necessary to consummate the Merger on the Effective Date and shall have delivered evidence of the same to the other Party.
- (b) The certificates referenced in Sections 6.1, 6.4 and 6.5 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.

1.10 Attorneys' Fees. All of BNU's attorneys' fees and costs related to the Merger for services rendered on and after July 1, 2009 shall be paid by HN and not by BNU, and may be paid at Closing out of the Contribution proceeds. All of BNU's attorneys' fees and costs related to the Merger for services rendered before July 1, 2009 shall be paid by BNU and not by HN and shall not reduce the Contribution proceeds.

1.11 Permitted Bonuses. BNU is hereby permitted to make a bonus payment to Pauline Simmons-Brown, Kelly Jacobs, and Nannette Reynolds in the amount of Ten Percent (10%) of each's current annual salary (the "Bonuses"). The Bonuses shall not affect the Contribution defined herein.

## ARTICLE II

### Representations and Warranties



## of BNU

BNU hereby represents and warrants to FBS, which representations and warranties shall be true and correct on the Effective Date and thereafter, as follows:

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

2.2 Absence of Default. To the best knowledge of BNU and subject to the provisions of this Plan of Merger, the execution, delivery and consummation of this Plan of Merger and all other agreements and documents executed in connection herewith by BNU 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 BNU 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 BNU assets under: (a) any term or provision of the Articles of Incorporation or Bylaws of BNU; (b) any material contract (including BNU's commitments relating to BNU's acquisition of Indian River Blood Bank and its real estate), lease, purchase order, agreement, indenture, mortgage (except to the extent a due on sale provision exists in such mortgage), pledge, assignment, permit, license, approval or other commitment to which BNU is a party or by which BNU 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 BNU is subject.

2.3 Litigation. To the best knowledge of BNU, except as set forth on Exhibit K, BNU 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 nor are there any lawsuits, proceedings, actions, arbitrations, governmental

investigations, claims, inquiries or proceedings pending or threatened involving or related to BNU, its officers, directors, employees, or agents which will adversely affect the terms or contemplated outcome of this Plan of Merger.

2.4 Compliance with Laws. To the best knowledge of BNU, BNU 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 Survival of Representations and Warranties. The representations and warranties of BNU shall not survive the Effective Date.

### ARTICLE III

#### Representation and Warranties of FBS

FBS represents and warrants to BNU, which representations and warranties shall be true and correct on the on the Effective Date and thereafter, 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 act 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

*plb* 22

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 (except to the extent a due on sale provision exists in such 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.

3.4 Survival of Representations and Warranties. The representations and warranties of FBS shall survive the Effective Date.

## ARTICLE IV

### Covenants of Parties Pending the Effective Time

4.1 Preservation of Business and Assets. From the date hereof until the Effective Time (hereinafter defined), 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. Each party shall treat the information it receives as confidential information to be shared only its advisors and agents. FBS has been permitted to audit the books and records of BNU at FBS's cost.

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 with respect to this Merger.

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 Effective Time. 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 Effective Time.

4.6 Maintain Books and Accounting Practices. From the date hereof until the Effective Time, 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 Time, 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. BNU and FBS shall take appropriate steps to satisfy their respective obligations and the conditions to Closing.

## ARTICLE V

### Articles of Merger and Effective Time

As previously defined, Sept.1, 2009 shall be the Effective Date for the Merger. Upon such date, FBS shall assume all debts and liabilities of BNU and shall be responsible for any and all obligations of BNU. With respect to the filing of the Articles of Merger with the Florida Secretary of State and the filing of such other documents as may be necessary or desirable in connection therewith, such documents shall be executed at Closing by FBS and BNU and held in escrow by FBS's counsel. FBS shall be required to immediately file such documents upon the occurrence of the earlier of either 1) the acceptance of all certifications and approvals necessary for the Merger, as determined by FBS in FBS's sole discretion, including any certification or approval of and all local, state, or federal regulatory bodies, or 2) November 2, 2009. The "Effective Time" is defined as the date and time at which the Articles of Merger are filed with the Florida Secretary of State.

## ARTICLE VI

### Conditions To Parties' Obligations – Met By Parties

The following conditions are hereby acknowledged and agreed by all Parties to have been met as of the Effective Date of this Plan of Merger:

6.1 Representations; Warranties; Covenants. The representations and warranties contained in this Plan of Merger are true in all material respects; the other Parties 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 has delivered to the other Parties a Certificate executed by an executive officer of each such Party confirming the foregoing.

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

6.3 Absence of Actions or Proceedings. No suit, proceeding or other action before any court or any other governmental agency or body has been instituted or threatened to restrain or prohibit the transactions provided for herein, and no governmental agency or body has 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.

6.4 Certificate of Secretaries. BNU and FBS 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.

6.5 Active Status Certificates. BNU and FBS have exchanged copies of Active Status, all certified or issued by the Florida Secretary of State within thirty (30) days preceding the Effective Date.

6.6 Excluded Assets of BNU. The Excluded Assets have been transferred into a Florida not for profit corporation organized by BNU known as HEALTHNOW FOUNDATION OF POLK COUNTY, INC. (previously defined as "HN"). A copy of the articles of incorporation and bylaws of HN are attached as Exhibits M and N, respectively. HN shall hold the Excluded Assets under the terms as hereinafter set forth.

6.7 Contribution to HealthNow. As additional consideration for the Merger, FBS has made a contribution to HealthNow Foundation of Polk County, Inc. (previously defined as "HN") in the amount of FIVE MILLION FIVE HUNDRED THOUSAND AND 0/100 DOLLARS (\$5,500,000.00), of which such funds shall be used in accordance with HealthNow's purpose (as follows): *To promote and support better healthcare, healthcare information and healthcare access for central Florida through education, grants, and scholarships while effecting better*

*communication through the support of programs and institutions providing services. Such purpose may be modified from time to time in accordance with Florida and Federal law and regulations.*

## ARTICLE VII

### Intentionally Omitted

## ARTICLE VIII

### Intentionally Omitted

## 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

R 00

beneficiary rights except as to the rights of HN to enforce the provisions of this Plan of Merger, including without limitation the provisions of Section 1.4.

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 BNU:

BloodnetUSA, Inc.  
Attention: Judy Cline, President  
3200 Lakeland Hills Blvd.  
Lakeland, FL 33805

With a copy to:

Ronald L. Clark, Esq.  
Clark, Campbell, Mawhinney & Lancaster, P.A.  
500 South Florida Avenue, Suite 800  
Lakeland, FL 33801

Victor Troiano, Esq.  
Troiano & Roberts, PA

317 S. Tennessee Avenue  
Lakeland, FL 33801

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.

9.14 Exclusive Jurisdiction and Venue. Each Party hereto consents and agrees, with respect to any claim or cause of action, whether in law or equity, including specific performance, arising under or in any way relating to this APA, to the exclusive jurisdiction of, and venue in, Polk County, Florida, or if in federal court, in the Middle District of Florida, Tampa Division. Each party hereto waives any objection based on forum non conveniens and waives any objection to venue of any action instituted hereunder.

9.15 HN Liability/Responsibility. Except as to FBS's rights under the Non-Competition Agreement entered into between HN and FBS contemporaneously herewith, HN shall have no liability or responsibility to FBS or BNU for any reason whatsoever now or in the future. This provision is a substantial inducement to BNU to enter into this Plan of Merger.

**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.

BLOODNETUSA, INC.

By: Judy Cline  
Judy Cline, its President

FLORIDA BLOOD SERVICES, INC.

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



## EXHIBITS

<u>NUMBER</u>	<u>NAME</u>
A	Excluded Assets
B	Articles of Incorporation of Florida Blood Services, Inc.
C	Bylaws of Florida Blood Services, Inc.
D	Definition of the BloodnetUSA Service Area
E	Consent to Assignment
F	Intentionally Omitted
F-1	Intentionally Omitted
F-2	Intentionally Omitted
G	Intentionally Omitted
H	Intentionally Omitted
I	Intentionally Omitted
J	Form of Articles of Merger
K	Pending lawsuits, proceedings, actions, etc. of BloodnetUSA, Inc.
L	Pending lawsuits, proceedings, actions, etc. of FBS
M	Articles of Incorporation for HEALTHNOW
N	By-Laws for HEALTHNOW
O.	Excluded Employees

DD

## **EXHIBIT A – EXCLUDED ASSETS**

1) Any and all rights to enforce this Plan of Merger, its terms, or any other right or obligation created or existing as a result of this Merger, including, without limitation, the employee-related requirements in Section 1.4 of this Plan of Merger, against FBS, its affiliates, assigns, or any other party, all of which are being assigned to HN.

EXHIBIT A

**EXHIBIT B -**  
**ARTICLES OF INCORPORATION OF FLORIDA BLOOD SERVICES, INC.**

*plb* **DD**

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:

- 1. 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

EXHIBIT B

Q D9

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

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

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

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

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

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

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

ARTICLE V  
Powers

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

ARTICLE VI  
Prohibited Acts

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

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

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

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

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

ARTICLE VII  
Dissolution

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

2 20

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

2 DD



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 Celeste Bolla  
Patricia Celeste Bolla

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.

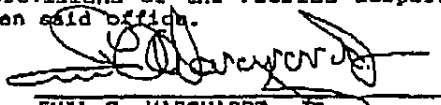
Patricia Celeste Bolla  
Name Patricia Celeste Bolla  
Notary Public  
My Commission Expires:

2 DD

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

8-20

**EXHIBIT C -**  
**BYLAWS OF FLORIDA BLOOD SERVICES, INC.**

8c DJ

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

A - DD



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.

*[Handwritten initials]*

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

2 D-4

---

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

20

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 BLOODNETUSA SERVICE AREA**

The BloodnetUSA Service Area shall consist of those geographical locations and healthcare facilities where BloodnetUSA, Inc. is providing services as of the Effective Date of the merger between BNU and FBS.

EXHIBIT D

**EXHIBIT E - CONSENT TO ASSIGNMENT**

\_\_\_\_\_ does hereby consent to an assignment by BloodnetUSA, Inc., a Florida not-for-profit corporation, to Florida Blood Services, Inc., a Florida not-for-profit corporation d/b/a BloodnetUSA of the Services Agreement between \_\_\_\_\_ and BloodnetUSA, 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 BloodnetUSA agrees to be bound by the provisions of said Services Agreement.

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

BLOODNETUSA, INC.

\_\_\_\_\_

By: Judy Cline  
Printed Name Judy Cline  
As President

By: \_\_\_\_\_  
Printed Name \_\_\_\_\_  
As \_\_\_\_\_

FLORIDA BLOOD SERVICES, INC.

By: James Q. Dodrign  
Printed Name DONALD DODRIGN  
As President

EXHIBIT E

MD

---

**EXHIBIT J -**  
**FORM 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>
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>
BLOODNETUSA, INC.	Florida	716951

**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**

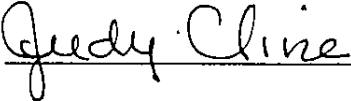
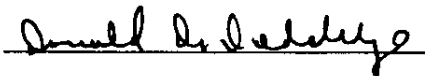
The plan of merger was adopted by the members of the surviving corporation on the 17th day of July, 2009. The vote of the members was unanimous.

**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 July, 2009. 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>
BLOODNETUSA, INC.		Judy Cline President, C.E.O. Date: <u>July 17, 2009</u>
FLORIDA BLOOD SERVICES, INC.		Donald D. Doddridge President, C.E.O. Date: <u>July 17, 2009</u>

g:\ecm\fblood.svc\bloodnetusa merger\articles of merger-fbs bnu-071609.doc



**EXHIBIT K -**  
**PENDING LAWSUITS, PROCEEDINGS, ACTIONS, ETC. OF BLOODNETUSA, INC.**

None.



**EXHIBIT L -**  
**PENDING LAWSUITS, PROCEEDINGS, ACTIONS, ETC. OF FLORIDA BLOOD SERVICES, INC.**

None.

OK DJ

**EXHIBIT M -**  
**ARTICLES OF INCORPORATION OF HEALTH NOW**

Attached hereto.

2  
D2

ARTICLES OF INCORPORATION  
OF  
HEALTHNOW FOUNDATION OF POLK COUNTY, INC.  
A Florida Not-For-Profit Corporation

---

The undersigned, acting as incorporator of HealthNow Foundation of Polk County, Inc., a Florida corporation (the "Corporation"), under the Florida Not For Profit Corporation Act, adopts the following Articles of Incorporation:

**ARTICLE I: NAME**

The name of the Corporation is: HealthNow Foundation of Polk County, Inc.

**ARTICLE II: ADDRESS**

The street address of the initial principal office and the mailing address of the Corporation are:

500 South Florida Avenue, Suite 800  
Lakeland, Florida 33801

**ARTICLE III: DURATION AND COMMENCEMENT**

The Corporation will exist perpetually, commencing on the day of the filing of these Articles of Incorporation with the Secretary of State of the state of Florida.

**ARTICLE IV: PURPOSE**

The general purposes of this Corporation are exclusively charitable, educational, scientific, and literary within the meaning of Section 501(c)(3) of the Internal Revenue Code. Notwithstanding any other provision of these Articles of Incorporation or the Corporation's bylaws (the "Bylaws"), this Corporation shall not carry on any activities not permitted to be carried on:

- (a) by an organization exempt from Federal income tax under Section 501(c)(3) of the Internal Revenue Code, or;

- (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code.

No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private 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. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.

The Corporation shall further function and operate as a Florida not for profit corporation specifically for the following purposes and with the following objectives:

*To promote and support better healthcare, healthcare information and healthcare access for central Florida through education, grants, and scholarships while effecting better communication through the support of programs and institutions providing services.*

#### **ARTICLE V: POWERS, PROHIBITIONS, AND REQUIREMENTS**

The Corporation shall have the power to:

- (a) Sue and be sued and appear and defend in all actions and proceedings in its corporate name to the same extent as a natural person;
- (b) Adopt and use a common corporate seal and alter the same; provided, however, that such seal shall always contain the words "corporation not for profit";
- (c) Elect or appoint such officers and agents as its affairs shall require;
- (d) Adopt, change, amend and repeal Bylaws, not inconsistent with law or its articles of incorporation, for the administration of the affairs of the Corporation and the exercise of its corporate powers;
- (e) Purchase, take, receive, lease, take by gift, devise, or bequest, or otherwise acquire, own, hold, improve, use, or otherwise deal in and with real or personal property, or any interest therein, wherever situated;

- (f) Acquire, enjoy, utilize and dispose of patents, copyrights, and trademarks and any licenses and other rights or interests thereunder or therein;
- (g) Sell, convey, mortgage, pledge, lease, exchange, transfer, or otherwise dispose of all or any part of its property or assets;
- (h) Make donations for the public welfare or for charitable, educational, scientific, literary, testing for public safety, or other similar purposes;
- (i) Have and exercise all powers necessary or convenient to affect any or all of the purposes for which the Corporation is organized; and
- (j) Merge and consolidate with other corporations both for profit and not for profit, domestic and foreign, provided that the surviving corporation is a corporation not for profit.

At any time during which the Corporation is a "private foundation" as defined in §509(a) of the Internal Revenue Code ("I.R.C."), it shall not:

- (a) Engage in any act of "self-dealing" as defined in I.R.C. §4941(d), which would give rise to any liability for tax imposed by I.R.C. §4941(a);
- (b) Retain any "excess business holdings", as defined in I.R.C. §4943(c), which would give rise to any liability for tax imposed by I.R.C. §4943(a);
- (c) Make any investment which would jeopardize the carrying out of any of its exempt purposes, within the meaning of I.R.C. §4944, so as to give rise to any liability for tax imposed by I.R.C. §4944(a);
- (d) Make any "taxable expenditures," as defined in I.R.C. §4945(d), which would give rise to any liability for tax imposed by I.R.C. §4945(a); or
- (e) During the period it is a "private foundation" as defined in I.R.C. §509, the Corporation shall distribute, for the purposes specified in its articles of incorporation, for each taxable year, amounts at least sufficient to avoid liability for tax imposed by I.R.C. §4942(a).

#### **ARTICLE VI: MEMBERS**

The Corporation will have no members.

**ARTICLE VII: INITIAL REGISTERED OFFICE AND AGENT**

The name and address of its initial Registered Agent in Florida is Ronald L. Clark, Esquire, and its initial registered office is located at 500 South Florida Avenue, Suite 800, Lakeland, Florida 33801.

**ARTICLE VIII: QUORUM**

The Corporation may adopt Bylaws specifying a quorum for meetings of the members (the "Directors") of the board of directors (the "Board of Directors") at greater or less than a majority of the number of Directors then authorized; provided that the designated quorum shall never be fewer than one-third of the number of Directors then designated by the Bylaws.

**ARTICLE IX: INITIAL BOARD OF DIRECTORS**

The Corporation's board of directors will be known as the "Board of Directors." The Corporation has three (3) Directors initially. The number of Directors may be either increased or decreased from time to time, as provided for in the Bylaws, but it will in no event be less than three (3). The method of election or appointment of the Directors shall be as provided in the Bylaws. The names of the initial Directors are:

Judy Cline	Director
David Robinson	Director
Ed Goodemote	Director

**ARTICLE X: INCORPORATOR**

The name and street address of the incorporator are:

Judy Cline  
2016 Castle Court  
Lakeland, Florida 33813

**ARTICLE XI: COMPENSATION AND DISSOLUTION**

No officer or member of the Board of Directors of the Corporation shall receive or be lawfully entitled to receive any pecuniary profit from the operation of the Corporation, except actual expenses to or on behalf of said Corporation, if such expenses are authorized by the Board of Directors.

Upon the 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, or the corresponding section of any future United States tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any 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 Corporation or Corporations, as the court shall determine, which are organized and operated exclusively for charitable purposes.

#### **ARTICLE XII: INDEMNIFICATION**

This Corporation may indemnify any person who is or was a party to any proceeding by reason of the fact that such person is or was a Director or officer of the Corporation or of any not for profit corporation of which the Corporation is a member, to the fullest extent not prohibited by law, for actions taken in the capacity of such person as a Director or officer of the Corporation or of any not for profit corporation of which the Corporation is a member. To the fullest extent not prohibited by law, the Corporation may advance indemnification expenses for actions taken in the capacity of such person as an officer or Director, within twenty (20) days after receipt by the corporation of (1) a written statement requesting such advance, (2) evidence of the expense incurred, and (3) a written statement by or on behalf of such person agreeing to repay the advanced expenses if it is not ultimately determined that such person is not entitled to be indemnified against such expenses.

Furthermore, the Corporation, by action of its Board of Directors, in its sole discretion, may indemnify any person who is or was a party to any proceeding, by reason of the fact that such person is or was an employee or agent of the corporation or of any corporation not for profit of which the corporation is a member, to the fullest extent not prohibited by law, for actions taken in the capacity of such person as an employee or agent of the corporation or of any not for profit corporation of which the Corporation is a member. The Corporation, by action of its Board of Directors, in its sole discretion, may advance indemnification expenses for actions taken in the capacity of such person as an employee or agent, after receipt by the Corporation of (1) a written statement requesting such advance, (2) evidence of the expense incurred, and (3) a written statement by or on behalf of such person agreeing to repay the advanced expenses if it is not ultimately determined that such person is not entitled to be indemnified against such expenses.


Absent specific action by the Board of Directors, the authority granted to the Board of Directors in the preceding paragraphs of this Article shall create no rights in the persons eligible for indemnification or advancement of expenses and shall create no obligations of the Corporation relating thereto.



**ARTICLE XIII: AMENDMENT OF ARTICLES OF INCORPORATION**

These Articles of Incorporation may be amended in accordance with Florida law in effect at the time.

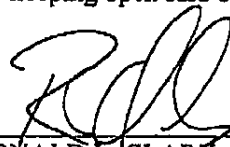
IN WITNESS WHEREOF, I, Judy Cline, the undersigned subscribing incorporator, has hereunto set my hand and seal this 1<sup>st</sup> day of July, 2009, for the purpose of forming this not for profit Corporation under the laws of the State of Florida.

  
\_\_\_\_\_  
JUDY CLINE  
Incorporator

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS STATE, NAMING REGISTERED AGENT UPON WHOM PROCESS MAY BE SERVED.

Pursuant to Chapter 48.091, Florida Statutes, the following is submitted:

That desiring to organize under the laws of the State of Florida, with its principal office, as indicated in the Articles of Incorporation, at the City of Lakeland, County of Polk, State of Florida, has named RONALD L. CLARK, Esquire, located at 500 South Florida Avenue, Suite 800, Polk County, Lakeland, Florida, as its agent to accept service of process within this state. Having been named to accept service of process for the above-stated Corporation, at the place designated in this Certificate, I hereby accept the appointment to act in this capacity and agree to comply with the provision of said act relative to keeping open said office.

  
\_\_\_\_\_  
RONALD L. CLARK  
Registered Agent



**EXHIBIT N –**  
**BY-LAWS OF HEALTH NOW**

Attached hereto.

OK DD

HEALTHNOW FONDATION OF POLK COUNTY, INC.

# Bylaws

---

EXHIBIT N

Q DD

HEALTHNOW FOUNDATION OF POLK COUNTY, INC.

---

**TABLE OF CONTENTS**

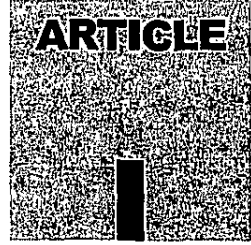
HEALTHNOW FOUNDATION OF POLK COUNTY, INC.	3
PURPOSE	4
PROHIBITIONS AND REQUIREMENTS	5
MEMBERSHIP	6
BOARD OF DIRECTORS	7
SECTION 1. FUNCTION.	7
SECTION 2. NUMBER AND TERM.	7
SECTION 3. QUALIFICATION.	7
SECTION 4. DUTIES.	8
SECTION 5. VACANCY, RESIGNATION, AND REMOVAL.	8
SECTION 6. COMPENSATION.	8
BOARD OF DIRECTORS MEETINGS AND FUNCTIONS	9
SECTION 1. REGULAR MEETINGS.	9
SECTION 2. SPECIAL MEETINGS.	9
SECTION 3. NOTICE.	9
SECTION 4. QUORUM AND VOTING.	10
SECTION 5. ATTENDANCE REQUIRED.	10
SECTION 6. ORGANIZATION.	10
SECTION 7. PRESUMPTION OF ASSENT.	10
SECTION 8. ADMINISTRATOR AND EMPLOYEES.	10
OFFICERS	12
SECTION 1. OFFICERS.	12
SECTION 2. REMOVAL OF OFFICERS.	12
SECTION 3. SALARIES.	12
DUTIES OF OFFICERS	13
SECTION 1. CHAIRMAN.	13
SECTION 2. CHAIRMAN ELECT.	133

HEALTHNOW FOUNDATION OF POLK COUNTY, INC.

SECTION 3. PRESIDENT.	13
SECTION 4. VICE PRESIDENT.	13
SECTION 5. TREASURER	14
SECTION 6. SECRETARY.	14
SECTION 6. EXECUTIVE ADMINISTRATOR.	15
FINANCE	16
SECTION 1. OPERATING BUDGET AND CAPITAL BUDGET.	16
SECTION 2. CORPORATE FUNDS DEPOSITORIES.	16
SECTION 3. ANNUAL AUDIT.	16
STANDING COMMITTEES	17
SECTION 1. EXECUTIVE COMMITTEE.	17
SECTION 2. INVESTMENT COMMITTEE.	17
SECTION 3. DONATION COMMITTEE.	18
SECTION 4. OTHER AND SPECIAL COMMITTEES.	18
GENERAL LIABILITY. INDEMNIFICATION AND INSURANCE	19
SECTION 1. GENERAL LIABILITY.	19
SECTION 2. INDEMNIFICATION.	19
SECTION 3. INSURANCE.	20
CHECKS, DRAFTS, ETC.	21
AMENDMENTS	22
FISCAL YEAR	23

*J* *DA*

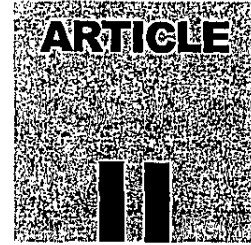
HEALTHNOW FOUNDATION OF POLK COUNTY, INC.



## **HealthNow Foundation of Polk County, Inc.**

The name of this Corporation shall be HealthNow Foundation of Polk County, Inc., a Florida not for profit corporation (the "Corporation") with its domicile and principal place of business in Lakeland, Florida (actual site to be determined at a later date).

2 DD



## PURPOSE

The general purposes of the Corporation are exclusively charitable, educational, scientific and literary within the meaning of Section 501(c)(3) of the Internal Revenue Code. Notwithstanding any other provision of these Bylaws or the Corporation's Articles of Incorporation, this Corporation shall not carry on any activities not permitted to be carried on:

- (a) by an organization exempt from Federal income tax under Section 501(c)(3) of the Internal Revenue Code, or;
- (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code.

No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to its members, Directors, officers, or other private 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. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.

The Corporation shall further function and operate as a Florida not for profit corporation specifically for the following purposes and with the following objectives:

*To promote and support better healthcare, healthcare information and healthcare access for central Florida through education, grants, and scholarships while effecting better communication through the support of programs and institutions providing services.*



## PROHIBITIONS AND REQUIREMENTS

At any time during which the Corporation is a "private foundation" as defined in §509(a) of the Internal Revenue Code ("I.R.C."), it shall not:

(a) Engage in any act of "self-dealing" as defined in I.R.C. §4941(d), which would give rise to any liability for tax imposed by I.R.C. §4941(a);

(b) Retain any "excess business holdings", as defined in I.R.C. §4943(c), which would give rise to any liability for tax imposed by I.R.C. §4943(a);

(c) Make any investment which would jeopardize the carrying out of any of its exempt purposes, within the meaning of I.R.C. §4944, so as to give rise to any liability for tax imposed by I.R.C. §4944(a);

(d) Make any "taxable expenditures," as defined in I.R.C. §4945(d), which would give rise to any liability for tax imposed by I.R.C. §4945(a);

(e) During the period it is a "private foundation" as defined in I.R.C. §509, the Corporation shall distribute, for the purposes specified in its articles of organization, for each taxable year, amounts at least sufficient to avoid liability for tax imposed by I.R.C. §4942(a).

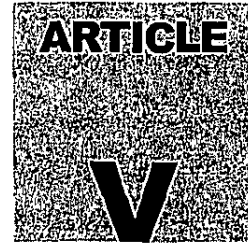


**ARTICLE**  
**IV**

**MEMBERSHIP**

The Corporation shall not have members. All rights granted to members under law shall be vested in the Corporation's Board of Directors (the "Board"), who shall be selected from time to time as established herein.

rc DD



## **BOARD OF DIRECTORS**

### **Section 1. Function.**

All powers, business, affairs and property of the Corporation shall be exercised and directed by and under the authority of the Board.

### **Section 2. Number and Term.**

The Board shall be composed of not less than three (3) nor more than twenty-five (25) citizens of Polk County (the "Directors"), inclusive of the Chairman of the Board of Directors (the "Chairman"), which shall be chosen by the Board in accordance herewith. The Directors shall be elected so that approximately one-third shall be elected each year to a three year term.

When a Director's term expires, his/her position on the Board may be extended for an additional term or the position may be filled by vote of the remaining members of the Board; however, no Director may serve more than two (2) consecutive three (3) year terms.

The initial members of the Board shall be:

Director	Judy Cline
Director	David Robinson
Director	Ed Goodemote

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

Each member of the Board shall be a current citizen of Polk County, Florida who is active in community affairs, a natural person, and 18 years of age or older.

#### **Section 4. Duties.**

Each member of the Board shall perform his or her duties as a member, including his or her duties as a member of any sub-committee upon which he or she may serve, in good faith, in a manner he or she reasonably believes to be in the best interests of this Corporation, and with the care that an ordinarily prudent person in a similar position would use under similar circumstances.

#### **Section 5. Vacancy, Resignation, and Removal.**

Vacancies occurring on the Board, including those by resignation, removal or death, and any vacancy created by an increase in the number of Directors, may be filled by a majority vote of the remaining members of the Board. A Director designated to fill a vacancy, except those vacancies created by an increase in the number of Directors, shall hold office for the remainder of the original Director's term.

Any Director may resign at any time by giving written notice to the Chairman or to the Secretary of the Corporation. Such resignation, which may or may not be made contingent on formal acceptance, shall take effect on the date of receipt or at any later time specified. Any elected Director may be removed, with or without cause, at any time by a majority vote of the Board. A successor Director may then and there be elected by the Board to fill the vacancy thus created.

#### **Section 6. Compensation.**

The Directors shall serve without compensation, but nothing herein shall be construed to prevent a Director from receiving any compensation from the Corporation for duties other than as a Director.



## **BOARD OF DIRECTORS MEETINGS AND FUNCTIONS**

### **Section 1. Regular Meetings.**

The Board shall hold regular meetings no less than two times per year and more frequently as needed at a date and time determined by the Chairman for the purpose of transacting such business as may be brought before the meeting. The first meeting of each fiscal year shall be deemed to be the "Annual Meeting." Regular meetings of the Board may be held without notice other than by resolution, approved by the Board, containing the time and place the meetings will be held.

### **Section 2. Special Meetings.**

There shall be as many special meetings of the Board as necessary, which may be called a) by the Chairman, b) by vote of a majority of the Board, or c) at the written request of at least three (3) Directors.

### **Section 3. Notice.**

Written or typed notice of special meetings shall, and regular meetings may, be mailed or electronically transmitted to all Directors at their addresses as they appear on the records at least five (5) but not more than fifteen (15) days before the scheduled date set for such meeting. Such notice shall state the reasons that such meeting has been called, business to be transacted at the meeting and by whom called. Notice of any meeting of the Board may be waived by the execution of a written waiver of such notice, either before or after the holding of such meeting, by any Director, and such waiver shall be filed with or entered upon the records of the meeting. The attendance of any Director at any such meeting without protest at the commencement shall be deemed to be a waiver by him or her of notice of the meeting.

**HEALTHNOW FOUNDATION OF POLK COUNTY, INC.**

A majority of the Directors present, whether or not a quorum exists, may adjourn any meeting of the Board to another time and place. Notice of any adjourned meeting shall be given to the Directors who were not present at the time of the adjournment and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other Directors.

**Section 4. Quorum and Voting.**

A majority of the members of any committee or sub-committee constitutes a quorum for the transaction of business. The act of a majority of the members present at a meeting at which a quorum exists is the act of that committee or sub-committee.

**Section 5. Attendance Required.**

Attendance by Directors at all Board meetings is mandatory. Absences may be excused only when the absent Director calls and notifies any officer that he or she will be absent. If a Director has unexcused absences from three consecutive board meetings, he or she shall automatically be removed from the Board.

**Section 6. Organization.**

The Chairman shall call meetings of the Directors to order and shall act as Chairman of such meetings, unless otherwise determined by the majority of the Directors present in person. The Chairman may appoint any person to act as Secretary of a meeting.

**Section 7. Presumption of Assent.**

A Director who is present at a meeting of the Board at which action on any matter is taken is presumed to have assented to the action unless he or she votes against it or expressly abstains from voting on it.

**Section 8. Administrator and Employees.**

The Board may appoint and employ an "Executive Administrator" who shall perform the duties prescribed by the Board and the Chairman of the Board. The Administrator shall serve as an ex-officio member of the Board, without a vote, and will serve at the pleasure of the Board.

The Board may also hire and fix the compensation of any other employees that they in their discretion may determine to be necessary in conducting the business of the Corporation, and may delegate hiring and compensation decisions

---

**HEALTHNOW FOUNDATION OF POLK COUNTY, INC.**

to the Administrator, subject to budgetary limits and constraints approved by the Board.

*J DD*



## OFFICERS

### Section 1. Officers.

The initial officers of the Corporation shall include a Chairman of the Board, a President, and a Vice President. The Board may from time to time create, appoint, remove and replace officers of the Corporation to be responsible for the day-to-day management of the Corporation. Such officers shall have the duties assigned to him or her by the Board.

The initial officers of the Corporation shall be:

Chairman of the Board	Judy Cline
President	David Robinson
Vice President	Ed Goodemote

### Section 2. Removal of Officers.

An officer or agent elected or appointed by the Board may be removed by the Board whenever in its judgment the removal of the officer or agent will serve the best interests of the Corporation. Removal shall be without prejudice to any contract rights of the person removed. The appointment of any person as an officer, or agent, of this not-for-profit Corporation shall not create any contract rights. The Board may fill a vacancy, however occurring, in any office.

### Section 3. Salaries.

No Director or officer shall receive compensation for serving in such capacity.



## **DUTIES OF OFFICERS**

### **Section 1. Chairman.**

The Chairman, subject to the directions of the Board, shall preside at all Board meetings. The Chairman shall serve as Chairman of the Executive Committee and as an ex-officio voting member of all other Board committees unless otherwise stated.

### **Section 2. Chairman Elect.**

The Chairman Elect, if created as an officer position by a majority vote of the Board, shall preside at meetings of the Board in the absence or disability of the Chairman. The Chairman Elect must be an individual who is a member of the Board. In case the office of the Chairman of the Board shall become vacant by death, resignation, or otherwise, or in the case of the absence of the Chairman, or his/her inability to discharge the duties of his/her office, such duties shall, for the time being, devolve upon the Chairman Elect. If the Chairman and Chairman Elect should be absent from any meeting of the Board, a substitute shall be elected to serve as Chairman for that meeting by a majority of those members present. The Chairman Elect shall perform such other duties as are specified elsewhere herein and as from time to time may be assigned by the Chairman or by the Board.

### **Section 3. President.**

The President, subject to the directions of the Board, is duly responsible for the general and active management of the Corporation's affairs, has the power to sign bonds, deeds, and contracts for the Corporation.

### **Section 4. Vice President.**

The Vice President's duties, subject to the directions of the Board, include support of the President and Chairman in the general and active management of



HEALTHNOW FOUNDATION OF POLK COUNTY, INC.

the Corporation's affairs. The Vice President has the power to sign bonds, deeds, and contracts for the Corporation.

**Section 5. Treasurer.**

The Board shall elect a Treasurer of the Corporation who shall have custody and keep account of all money, funds and property of the Corporation, unless otherwise determined by the Board, and he/she shall render such accounts and present such statements to the Directors, the Chairman, and the President as may be required of him/her. He/She shall cause to be deposited all funds of the Corporation which may come into his/her hands in such bank or banks as the Board may designate. He/She shall keep the bank accounts in the name of the Corporation, and shall exhibit the Corporation's books and accounts at all reasonable times to any Director of the Corporation upon application at the office of the Corporation during business hours. He/She shall pay out money as the Corporation may require upon the order of the properly constituted officer or officers of the Corporation, taking proper vouchers therefor; provided, however, that the Board shall have the power by resolution to delegate any of the duties of the Treasurer to other officers, and to provide by which officers, if any, all checks, drafts, orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation which shall be countersigned, except in cases where signing or execution shall have been expressly delegated by the Board or these Bylaws, or by statute, to some other officer or agent of the Corporation. He/She shall perform, in addition, such other duties as may be delegated to him/her by the Board. If required by the Board, the treasurer shall give a bond for the faithful discharge of his or her duties in the sum and with the surety or sureties that the Board determines. The Treasurer need not be a member of the Board.

**Section 6. Secretary.**

The Board shall elect a Secretary of the Corporation who shall keep the minutes of all the meetings of the Board in books provided for that purpose; he/she shall attend to the giving and receiving of all notices of the Corporation at the direction of the Chairman; all of which shall at all reasonable times be open to the examination of any Director of the Corporation upon application, maintain custody of the Corporation's records and seal, attest the signatures of officers who execute documents on behalf of the Corporation, and assure that the seal is affixed to all documents of which execution on behalf of the Corporation under its seal is duly authorized and, in addition, he/she shall perform such other duties as may be delegated to him/her by the Board. The Secretary need not be a member of the Board.

### **Section 7. Executive Administrator.**

The Board may appoint an Executive Administrator (the "Administrator") who shall be the chief administrator of the Corporation and unless otherwise designated by the Chairman, shall serve as Secretary for the Corporation. The Administrator shall devote himself or herself entirely to the affairs of the Corporation, and such other duties as may be assigned to the Administrator by the Board or the Chairman. In the absence of direct designation by the Board, the Administrator shall have full power and authority to employ and discharge employees and fix their compensation within the limits of the budget set by the Board. The Administrator shall maintain general supervision over all work of the Corporation and its employees and, while serving as Secretary, shall be responsible for all minutes and records. The Administrator shall approve all disbursements of the Corporation. It shall be the responsibility of the Administrator to make disbursements and/or expenditures only in accordance with a budget which shall be approved by the Board. The Administrator may be removed at any time by the Board.



## **FINANCE**

### **Section 1. Operating Budget and Capital Budget**

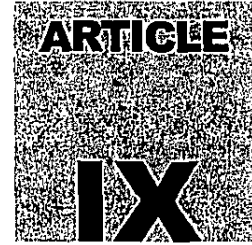
The President, acting for and under the Board, shall cause to have prepared an operating budget and a capital budget for each fiscal year of the Corporation for approval by the Board.

### **Section 2. Corporate Funds Depositories**

The Board shall authorize certain financial institutions to act as depositories for Corporation's funds, shall delegate authority for disposing of such funds, and shall authorize the creation of an endowment to accept and manage funds designated for endowment purposes.

### **Section 3. Annual Audit.**

Promptly following the end of each fiscal year of the Corporation, the Chairman, or in the event that the Chairman has nominated a Treasurer, the Treasurer, shall cause an audit to be conducted of the Corporation's books and records by an independent certified public accountant approved by the Board. The audit shall be presented to and reviewed by the Board at the Annual Meeting (hereinafter defined) or if not then available, at the first meeting of the Board after the audit has been presented.



## **STANDING COMMITTEES**

### **Section 1. Executive Committee.**

There shall be an Executive Committee, which during the intervals between meetings of the Board, shall possess and exercise all of the powers of the Board in the management of all business and affairs of the Corporation, but only with respect to actions that, in the judgment of the Chairman, require action or attention prior to the next scheduled meeting of the Board. The executive committee shall not, however, have the power to approve long term contracts or borrowings of any kind.

The Executive Committee shall be comprised of the Chairman, President, and one member of the Board appointed at the annual or any special meeting. Actions of the Executive Committee must be by two-thirds vote of the entire committee. Its minutes shall be submitted to the Board no later than the next regular Board meeting.

### **Section 2. Investment Committee.**

The Board shall appoint an Investment Committee of three or more Directors. The Board shall designate one Director as Chairman of the Committee, and may designate one or more Directors as alternate members of the Committee, who may replace any absent or disqualified member at any meeting of the Committee. The Committee shall have the power to fix from time to time the compensation of any employees of the Corporation, shall have the power to make investment choices and decisions on behalf of the Corporation, and shall otherwise exercise such powers as may be specifically delegated to it by the Board and act upon such matters as may be referred to it from time to time for study and recommendation by the Board.

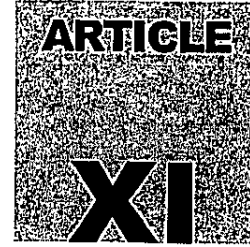
### **Section 3. Donation Committee.**

The Board shall appoint a Donation Committee of three or more Directors. The Board shall designate one Director as Chairman of the Committee, and may designate one or more Directors as alternate members of the Committee, who may replace any absent or disqualified member at any meeting of the Committee. The Committee shall have the power to direct and determine donations made by the Corporation in accordance with the tax-exempt purpose of the Corporation and shall otherwise exercise such powers as may be specifically delegated to it by the Board and act upon such matters as may be referred to it from time to time for study and recommendation by the Board.

### **Section 4. Other and Special Committees.**

Other and Special Committees shall be created as required by resolution of the Board. The purpose, duties, number of members and reporting requirements of each special committee shall be specified in the Board resolution creating the committee.

*J* *DN*



## **GENERAL LIABILITY. INDEMNIFICATION AND INSURANCE**

### **Section 1. General Liability.**

No Director, officer, committee or employee of this Corporation or other person shall contract or incur any debts on behalf of the Corporation other than in the regular course of his or her employment or duties, or in any other way render it liable unless authorized by the Board. No Director, officer, committee or employee of the Corporation is authorized to promise moral or financial support for any charitable or other objective on behalf of the Corporation without the approval of the Board.

### **Section 2. Indemnification.**

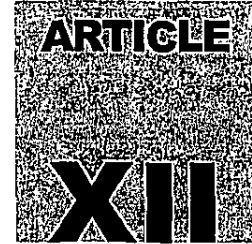
The Corporation shall indemnify any and all of its Directors, officers, employees, attorneys and agents where any such person was, is or is threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was a Director, officer, employee, attorney, while serving the Corporation, or agent of the Corporation, or is or was serving at the request of the Corporation, in accordance with and to the fullest extent now or hereafter permitted by the laws of the State of Florida. The foregoing right of indemnification shall be in addition to, and not exclusive of, any other right to which those seeking indemnification otherwise may be entitled. The Corporation shall purchase and maintain insurance on behalf of any such person or persons whether or not the Corporation would have the power to indemnify him/her against liability under the provisions of these Bylaws. Such indemnification shall include all cost of defense, including attorneys' fees actually and reasonably incurred by him/her in connection with such action, suit or proceeding if he/she acted in good faith and in a manner he/she reasonably believed to be in or not opposed to the best interests of the Corporation, including amounts paid or incurred in connection with reasonable settlements made with a view of curtailment of costs of

**HEALTHNOW FOUNDATION OF POLK COUNTY, INC.**

litigation. In discharging his or her duty, any Director, officer, employee, or agent, when acting in good faith, may rely upon information, opinions, reports, or statement, including financial statements and other financial data, in each case prepared or presented by: (1) one or more officers or employees of the Corporation whom the Director, officer, employee, or agent reasonably believes to be reliable and competent in the matters presented; (2) counsel, public accountants, or other persons as to matters that the Director, officer, employee, or agent believes to be within that person's professional or expert competence; or (3) in the case of a Director, a committee of the Board upon which he or she does not serve duly designated according to law as to matters within its designated authority if the Director reasonably believes that the committee is competent.

**Section 3. Insurance.**

The Corporation shall purchase and maintain insurance on behalf of any person who is or was a representative or agent of the Corporation, or is or was serving at the request of the Corporation as a representative of another organization, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation has the power to indemnify him against such liability under the laws of this or any other state.



## CHECKS, DRAFTS, ETC.

All checks, drafts, orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation in excess of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) shall be signed by two (2) officers or authorized agents of the Corporation.

*[Handwritten initials]*



**ARTICLE**  
**XIII**

**AMENDMENTS**

These Bylaws may be altered, amended or repealed and other bylaws may be made and adopted only by the approval of two-thirds of the entire Board, in person or by proxy at an Annual Meeting, or at any special meeting duly called for that purpose, provided that notices of such proposed amendments shall be mailed at least five days prior to the day for which the meeting is called.

2 MD



## **FISCAL YEAR**

The fiscal year of the Corporation shall end on December 31st.

As adopted by the Board of the Corporation at a meeting held on the 30<sup>th</sup> day of June, 2009.

**Judy Cline**

Chairman of the Board of Directors

**David Robinson**

President

**Ed Goodemote**

Vice President

**EXHIBIT O**

FSB shall pay the following five employees the same total compensation each is receiving from BNU:

Freeman, Sylvia

Joyner, Donna

Bates, Sandy

Pickett, Stephanie

Johnson, Kathryn

FBS IS NOT RESTRICTED FROM REDUCING THE COMPENSATION OF BOB BARR OR TERMINATING BOB BARR FROM EMPLOY.

*plb*