N50067

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MERGER OR SHARE EXCHANGE
FLORIDA BLOOD SERVICES, INC.

Certificate of Status	1
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Page Count	55
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EFFECTIVE DATE
1-27-12

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JAN 26 2012
T. BROWN

January 25, 2012

FLORIDA DEPARTMENT OF STATE
Division of Corporations

FLORIDA BLOOD SERVICES, INC.
P.O. BOX 22500
ST PETERSBURG, FL 33742US

SUBJECT: FLORIDA BLOOD SERVICES, INC.
REF: N50067

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

We did not receive all of the pages to the merger.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6925.

Teresa Brown
Regulatory Specialist II

FAX Aud. #: H12000020671
Letter Number: 512A00001983

RE-FAXED IN 3 GROUPS.

ARTICLES OF MERGER

OF

FLORIDA'S BLOOD CENTERS, INC.,
a Florida not-for-profit corporation

AND

INDEPENDENT BLOOD AND TISSUE SERVICES OF FLORIDA, INC.,
a Florida not-for-profit corporation

AND

COMMUNITY BLOOD CENTERS OF FLORIDA, INC.,
a Florida not-for-profit corporation

INTO

FLORIDA BLOOD SERVICES, INC.,
a Florida not-for-profit corporation

FILED
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

EFFECTIVE DATE
1-27-12

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

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

Name	Jurisdiction	Document Number
Florida Blood Services, Inc.	Florida	N50067

SECOND: The name and jurisdiction of the merging parties are as follows:

Name	Jurisdiction	Document Number
Florida's Blood Centers, Inc.	Florida	736589
Independent Blood and Tissue Services of Florida, Inc.	Florida	N27016
Community Blood Centers of Florida, Inc.	Florida	729143

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

FOURTH: The merger shall become effective on January 27, 2012.

FIFTH: The members of Florida Blood Services, Inc. were not entitled to vote on the Plan of Merger. The Plan of Merger was adopted by the board of directors of Florida Blood Services, Inc. on July 21, 2011. The number of directors in office was twenty (20). The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows: 20 FOR; 0 AGAINST.

SIXTH: The members of Florida's Blood Centers, Inc. were not entitled to vote on the Plan of Merger. The Plan of Merger was adopted by the board of directors of Florida's Blood Centers, Inc.

on July 20, 2011. The number of directors in office was 30. The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows: 30 FOR; 0 AGAINST.

SEVENTH: The members of Independent Blood and Tissue Services of Florida, Inc. were not entitled to vote on the Plan of Merger. The Plan of Merger was adopted by the board of directors of Independent Blood and Tissue Services of Florida, Inc. on July 20, 2011. The number of directors in office was 30. The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows: 30 FOR; 0 AGAINST.

EIGHTH: The members of Community Blood Centers of Florida, Inc. were not entitled to vote on the Plan of Merger. The Plan of Merger was adopted by the board of directors Community Blood Centers of Florida, Inc. on July 18, 2011. The number of directors in office was 21. The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows: 21 FOR; 0 AGAINST.

NINTH: In accordance with, and as approved within, the Plan of Merger, the Articles of Incorporation of the surviving party are hereby amended and restated, effective as of the effective time of the merger, as reflected in **Exhibit B** attached hereto.

[*Signature Page Follows.*]

The foregoing Articles of Merger were executed by the undersigned parties effective January 24, 2012.

FLORIDA'S BLOOD CENTERS, INC., a Florida not-for-profit corporation

By: Michael L Pratt
Name: Michael L. Pratt
Title: Interim CEO

INDEPENDENT BLOOD AND TISSUE SERVICES OF FLORIDA, INC., a Florida not-for-profit corporation

By: Michael L Pratt
Name: Michael L. Pratt
Title: Interim CEO

COMMUNITY BLOOD CENTERS OF FLORIDA, INC., a Florida not-for-profit corporation

By:
Name: George H. Schell
Title: CEO

FLORIDA BLOOD SERVICES, INC., a Florida not-for-profit corporation

By: Donald R. Dobbs
Name: Donald R. Dobbs
Title: CEO

4851-8850-3819.5

EXHIBIT A

PLAN OF MERGER

Separately attached.

PLAN OF MERGER

BETWEEN

FLORIDA'S BLOOD CENTERS, INC.

AND

INDEPENDENT BLOOD AND TISSUE SERVICES OF FLORIDA, INC.

AND

COMMUNITY BLOOD CENTERS OF FLORIDA, INC.

AND

COMMUNITY BLOOD CENTERS LABORATORY SERVICES, INC.

INTO

FLORIDA BLOOD SERVICES, INC.

This Plan of Merger (the "Plan of Merger"), dated as of the 22nd day of August, 2011, is entered into by and between Florida's Blood Centers, Inc., a Florida not for profit corporation ("FBC"), Independent Blood and Tissue Services of Florida, Inc., a Florida not for profit corporation ("IBTSF"), Community Blood Centers of Florida, Inc., a Florida not for profit corporation ("CBCF"), Community Blood Centers Laboratory Services, Inc., a Florida not for profit corporation ("CBCLS") and Florida Blood Services, Inc., a Florida not for profit corporation ("FBS"), with respect to the merger of FBC, IBTSF, CBCF and CBCLS with and into FBS. FBC, IBTSF, CBCF, CBCLS and FBS are sometimes referred to herein as a "Party" or collectively as the "Parties."

WITNESSETH:

WHEREAS FBC, IBTSF, CBCF, CBCLS and FBS deem it advisable and in their respective best interests to merge FBC, IBTSF, CBCF and CBCLS with and into FBS (the "Merger"), pursuant to Sections 617.1101 - 617.1103, Florida Statutes (2011).

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

ARTICLE I

MERGER OF FBC, IBTSF, CBCF AND CBCLS WITH AND INTO FBS

1.1. Merger. Subject to the provisions of this Plan of Merger, at the Effective Time (as hereinafter defined) FBC, IBTSF, CBCF and CBCLS shall be merged with and into FBS, and FBS shall be the surviving corporation and shall thereafter exist under the name jointly selected by the parties hereto prior to the Effective Time of the Merger under the applicable provisions of Florida law. The separate corporate existence of FBC, IBTSF, CBCF and CBCLS shall cease at the Effective Time in accordance with the provisions of Section 617.1106, Florida Statutes. At the Effective Time of the Merger, the title to all real estate and other property owned by FBC, IBTSF, CBCF and CBCLS shall immediately and automatically, by operation of law, become the property FBS without reversion or impairment, and all debts, liabilities and obligations of FBC, IBTSF, CBCF and CBCLS shall become those of FBS and shall not be released or impaired by the Merger. FBS shall succeed in all respects to all of the rights and obligations of FBC, IBTSF, CBCF and CBCLS. Notwithstanding the foregoing or anything in this Plan of Merger to the contrary, in the event that the parties hereto mutually elect in writing to exclude CBCLS from the Merger, this Plan of Merger will be deemed revised to exclude CBCLS in all respects, and the Articles of Merger shall be revised to remove all references to CBCLS.

1.2. Articles of Incorporation and Bylaws. The Articles of Incorporation and Bylaws of FBS in effect immediately prior to the Effective Time shall be amended and restated in their entirety at the Effective Time to be in substantially the forms attached as Exhibit "A" and Exhibit "B" hereto.

1.3. Name of Surviving Corporation. At the Effective Time of the Merger and pursuant to this Plan of Merger, the corporate name of the surviving corporation shall be the name jointly selected by the parties hereto prior to the Effective Time of the Merger.

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

1.5. Directors, Officers and Regional Directors.

(a) Directors. Effective upon Closing, as herein defined, the Directors of FBS shall consist of the individuals listed in Schedule 1.5(a). The initial number of voting Directors shall be set at nine (9). The Chief Executive Officer/President ("CEO/President") and

two Chief Integration Officers (each a "CIO") identified in Schedule 1.5(a) will serve as non-voting Directors.

(b) Officers. Effective upon Closing, as herein defined, the officers of FBS shall consist of the individuals listed in Schedule 1.5(b).

(c) Regional Directors. Three (3) Regional Boards of Directors shall initially consist of the members of the Board of Directors of FBS, CBCF, and FBC, respectively, in effect immediately prior to the Effective Time.

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

1.7. Closing. Subject to the provisions of Article IV and Article V below, the closing contemplated by this Plan of Merger ("Closing") will be held at 10:00 o'clock A.M. Eastern Daylight Savings Time on January 1, 2012 (the "Closing Date") at the offices of Foley & Lardner LLP, unless another Closing Date, place or time is agreed to in writing by the Parties. Such Closing Date may be extended by up to thirty (30) days to the extent deemed necessary or appropriate by the Parties.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF EACH PARTY

Each of FBC, IBTSF, CBCF, CBCLS and FBS, individually and as to itself only, hereby represents and warrants to each other Party hereto, which representations and warranties shall be true and correct on the date hereof, and on the Closing Date, as if then restated, as follows:

2.1. Organization, Qualification and Authority. Such Party is a not for profit corporation duly organized, validly existing with an active status under the laws of the State of Florida. It is a tax-exempt organization within the meaning of Section 501(c)(3) of the Internal Revenue Code (the "Code"), and its exempt status has not been challenged by the Internal Revenue Services. The nature of its business does not require it to be licensed or qualified to do business as a foreign corporation in any jurisdiction. All current Subsidiaries of such Party have been identified on Schedule 2.1. Such Party has full right, power and authority (i) to own, lease and operate its assets as presently owned, leased and operated and to carry on its business as it is now being conducted, (ii) to enter into and perform its obligations under this Plan of Merger without the consent, approval or authorization of, or obligation to notify, any person, entity or governmental agency, and (iii) to execute, deliver and carry out the terms of this Plan of Merger and all documents and agreements necessary to give effect to the provisions of this Plan of Merger and to consummate the transactions contemplated hereby. Such Party's execution, delivery and consummation of this Plan of Merger and all other agreements and documents

executed in connection herewith have been duly authorized by all necessary action by such Party, and prior to the Closing all other agreements and documents contemplated hereby will be duly authorized by all necessary action by such Party. Except as provided in the prior sentence, no other action on the part of the Party or any other person or entity is necessary to authorize the execution, delivery and consummation of this Plan of Merger and all other agreements and documents executed in connection herewith. This Plan of Merger and all other agreements and documents executed in connection herewith by such Party, upon due execution and delivery thereof, shall constitute valid and binding obligations of such Party, enforceable against such Party in accordance with their respective terms.

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

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

2.4. Due Diligence Investigation. Such Party has had an opportunity to discuss the business, management, operations and finances of each other Party with their respective officers, directors, employees, agents, representatives and affiliates. Such Party has conducted its own independent investigation of each other Party and has been furnished by each other Party, or their respective agents or representatives, with all information, documents and other material relating to each other Party, and their business, management, operations and finances, that such Party has requested. In making its decision to execute and deliver this Plan of Merger and to consummate the transactions contemplated hereby, such Party has relied upon the representations and warranties of each other Party set forth in this Article II.

2.5. Financial Statements. Included as Schedule 2.5 are true and complete copies of the audited financial statements of such Party's most recent completed fiscal year, including the notes contained therein or annexed thereto (collectively, the "Audited Financials"), which Audited Financials have been reported on, and are accompanied by, the signed, unqualified opinions of Marcum LLP (with respect to CBCF and CBCLS), Gregory, Sharer & Stuart, P.A. (with respect to FBS), and Larson Allen LLP (with respect to FBC and IBTSF),

independent auditors, respectively for the Parties for such fiscal year. Such Party has separately provided each other Party an unaudited balance sheet as of June 30, 2011 and the related unaudited statements of income and cash flows (collectively the "Recent Financials") for the three months then ended and for the corresponding period of the prior year (including the notes and schedules contained therein or annexed thereto). The Audited Financials, the Recent Financials and all financial statements provided pursuant to Section 3.5 hereof are referred to herein collectively as the "Financial Statements." The Financial Statements (including all notes and schedules contained therein or annexed thereto) are true, complete and accurate, have been prepared in accordance with generally accepted accounting principles (except, in the case of unaudited statements, for the absence of footnote disclosure) applied on a consistent basis, have been prepared in accordance with the books and records of such Party, and fairly present, in accordance with GAAP, the assets, liabilities and financial position, the results of operations and cash flows of such Party as of the dates and for the years and periods indicated.

2.6. No Undisclosed Liabilities. Such Party does not have any material liabilities or material obligations of a nature required by GAAP to be reflected on a balance sheet or disclosed in the footnotes to a balance sheet except for (i) liabilities and obligations fully reflected in, fully reserved against or fully disclosed in the Financial Statements, (ii) liabilities and obligations which have arisen after the date of the Recent Financials in the Ordinary Course of Business, and (iii) liabilities and obligations incurred in connection with this Plan of Merger and the transactions contemplated hereby.

2.7. Certain Events.

(a) Except as set forth in the Financial Statements described in Section 2.5, since the date thereof, such Party has not:

(i) liquidated, sold, leased, transferred, assigned or disposed of or agreed to sell, lease, transfer, assign or dispose of any material assets, tangible or intangible, with a value in excess of One Million and No/100 U.S. Dollars ($1,000,000), other than in the Ordinary Course of Business;

(ii) entered into any agreement, contract, lease, or license (or series of directly related agreements, contracts, leases or licenses with the same third parties) involving more than One Million and No/100 U.S. Dollars ($1,000,000), nor materially modified the terms of any such existing contract or agreement, other than customer contracts or outsourcing agreements entered into or modified in the Ordinary Course of Business;

(iii) made or committed to make any capital expenditures in an amount in excess of One Million and No/100 U.S. Dollars ($1,000,000) individually or in the aggregate;

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

(v) made any equity or debt investment in, or any loan to, any other Person or Persons in an amount, individually or in the aggregate, in excess of One Million and No/100 U.S. Dollars ($1,000,000);

(vi) created, incurred, issued any debt securities, endorsed, assumed, guaranteed or entered into any arrangement providing for more than One Million and No/100 U.S. Dollars ($1,000,000) in aggregate indebtedness for borrowed money and capitalized lease obligations;

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

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

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

(x) suffered or incurred any material damage to, or destruction or loss of, any of such Party's material assets or material properties;

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

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

(xiii) had a Material Adverse Effect;

(xiv) (A) entered into any employment, deferred compensation severance or similar agreement or arrangement, except (1) any employment agreement or arrangement (x) providing for compensation of less than Five Hundred Thousand and No/100 U.S. Dollars ($500,000.00) per annum, (y) terminable upon not more than six months notice without cost of more than Five Hundred Thousand and No/100 U.S. Dollars ($500,000.00) to such Party and (z) entered into in the Ordinary Course of Business, or (2) any at-will employment agreement arrangement or relationship, (B) increased the compensation payable, or to become payable, by such Party to any employee, or any director or officer of such Party, (C) paid or made provision for the payment of any bonus, profit sharing, deferred compensation, pension or retirement pay to any employee of such Party, or any director or officer of such Party, or (D) provided for, for the first time, or increased the coverage or benefits available under, any severance pay, termination pay, vacation pay, company awards, salary continuation or disability, sick leave, deferred compensation, bonus or other incentive compensation, insurance, pension or other employee benefit plan, payment or arrangement made to, for or with any employee or former employee of such Party or any director or officer of such Party, other than, in the case of clauses (B), (C) and (D) normal increases or payments in the Ordinary Course of Business that are not material, individually or in the aggregate, and that do not result in any material increase in the cost of any of such plans; or

(xv) entered into any agreement, other than this Plan of Merger, to take any action specified by this Section 2.7.

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

2.9. Tax Matters.

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

(b) Provision For Taxes. The provision made for Taxes in the Recent Financial Statements is sufficient for the payment of all Taxes at the date of the Recent Financial Statements, and for all periods prior thereto. Since the date of the Recent Financial Statements, such Party has not incurred any Taxes other than Taxes incurred in the Ordinary Course of Business consistent in type and amount with the past practices of such Party.

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

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

period has closed and such taxable period is not subject to review by the Internal Revenue Service or such other taxing authority. Such Party has not granted or been requested to grant waivers of any statutes of limitations applicable to any claim for Taxes.

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

(f) Excise Taxes. Such Party has never been, nor is now, liable for or subject to any Taxes under Code Sections 4911, 4912, 4955, and/or 4958, or any similar or comparable provision under the Laws of any governmental Authority.

(g) State Registrations. Such Party is duly registered with appropriate state charity agencies to the extent required under applicable Law and regulation.

(h) Other. Such Party has not (i) filed any consent or agreement under Section 341(f) of the Code, (ii) applied for any Tax ruling, or (iii) entered into a closing agreement with any taxing authority.

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

(j) Absence of Certain Relationships. Such Party has not been a member of an Affiliated Group or filed or been included in a combined, consolidated or unitary Tax Return other than an Affiliated Group or with respect to such a Tax Return of which the Party was the common parent. Such Party is not a party to any Tax sharing agreement other than any such agreement between such Party and one or more of its Subsidiaries.

2.10. Real Property.

(a) Schedule 2.10(a) lists all real property that each Party owns ("Owned Property"). With respect to each such parcel of Owned Property:

(i) the identified owner has sole, good and marketable title to the parcel of Owned Property, free and clear of any Liens, except for Permitted Liens;

(ii) except as otherwise disclosed in Schedule 2.10(b), there are no leases, subleases, licenses, concessions, or other agreements granting to any party or parties the right of use or occupancy of any portion of the parcel of Owned Property; and

(iii) there are no outstanding options or rights of first refusal purchase the parcel of Owned Property, or any portion thereof or interest therein.

(b) Schedule 2.10(b) lists all real property leased or subleased from or to each Party, the name of the third party lessor or lessee and the date of the lease and all amendments thereto (the "Leased Property"). The Leased Property and the Owned Property are collectively referred to herein as the "Real Property". Such Party has delivered to the other

Parties correct and complete copies of the leases and subleases and all amendments thereto set forth in such schedule (collectively, the "Property Leases").

(c) Such Party has the right to use its respective Real Property as identified in Schedule 2.10(a) and Schedule 2.10(b) in the manner and for the purposes as each is currently being used by such Party. There are no material eminent domain, condemnation or other similar proceedings pending or, to such Party's Knowledge, threatened against such Party or otherwise affecting any portion of the Real Property and such Party has not received any notice of the same. Such Party's use of the Real Property is in material compliance with all material applicable building, zoning, subdivision, health and safety and other land use and similar applicable Laws affecting the Real Property, and neither such Party nor any of such Party's Subsidiaries has received any notice of any material violation or claimed material violation by any of them of any such material Laws with respect to the Real Property within the past three years.

The foregoing representations in this Section 2.10(c) shall, with respect to each Party, only relate and apply to the Real Property designated as being owned or leased by such Party on Schedule 2.10(a) or Schedule 2.10(b) hereto.

2.11. Intellectual Property.

(a) Schedule 2.11(a) lists all material Proprietary Rights in which such Party claims an ownership interest (collectively, "Party Owned IP"), including (i) for each U.S. and foreign patent and patent application as applicable, the number, normal expiration date, title and priority information for each country in which such patent has been issued, or the application number, date of filing, title and priority information for each country; (ii) for each U.S. and foreign trademark, trade name or service mark, whether or not registered, the date first used, the application serial number or registration number, the class of goods covered, the nature of the goods or services, the countries in which the names or mark is used and the expiration date for each country in which a trademark has been registered; (iii) for each U.S. and foreign copyright for which registration has been sought, whether or not registered, the date of creation and first publication of the work, the number and date of registration for each country in which a copyright application has been registered; (iv) for each mask work, whether or not registered, the date of first commercial exploitation and if registered, the registration number and date of registration; (v) all domain name registrations; and (vi) all other applications, registrations, filings and other formal actions made or taken pursuant to federal, state and foreign laws by the Party to secure, perfect or protect its interest in any Party Owned IP. True and correct copies of all registrations, issued patents, pending applications, file histories, invention disclosures, prototypes, drawings and other documentation and tangible embodiments of works of authorship pertaining to or embodying the foregoing have been delivered to each other Party.

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

(c) The Party Owned IP and all material Proprietary Rights with respect to which the Party has been granted or has otherwise obtained any license rights (the

Party Owned IP and all such Proprietary Rights collectively, the "Party Proprietary Rights"), in the aggregate, comprise all material Proprietary Rights that are necessary or reasonably required for the conduct of the Party's business as presently conducted and as contemplated to be conducted.

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

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

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

(g) To such Party's Knowledge, there is no material unauthorized use, disclosure, infringement or misappropriation of any Party Proprietary Rights by any third party, including any employee or former employee of such Party. Such Party has not agreed to indemnify any Person for any infringement of any Proprietary Right of any third party in connection with any service that has been provided by such Party, except as provided in customer agreements entered into in the Ordinary Course of Business.

The foregoing representations in this Section 2.11 shall, with respect to each Party, only relate and apply to the Party Proprietary Rights of such Party.

2.12. Tangible Assets. To such Party's Knowledge, the buildings, machinery, equipment, and other tangible personal properties and assets used or held for use by such Party (the "Tangible Assets") have been maintained in the Ordinary Course of Business and constitute all of the tangible assets that are necessary for normal operation of such Party's business in the Ordinary Course of Business and are free from material defects, and are in good operating condition and repair (subject to normal wear and tear), considering their age and operational use.

Such Party has legal and valid title to or valid and subsisting leasehold interests in the Tangible Assets, free and clear of all Liens, other than Permitted Liens. Each of such Party's data records and research materials are and at the Closing Date will be maintained in such detail and at such levels of quality as are customary for businesses of the types conducted by the Party.

2.13. Contracts. Except as has been disclosed to the other Parties in writing in connection with the due diligence investigation of such Party described in Section 2.4, with respect to each written and oral agreement, contract, instrument or other binding commitment or arrangement providing for payments or other consideration in excess of One Million and No/100 U.S. Dollars ($1,000,000) to which such Party is a party: (i) the agreement is legal, valid, binding, enforceable against such Party, and, to such Party's Knowledge, the other parties thereto, and is in full force and effect in all material respects; (ii) such Party is not in material breach or default thereunder, and, to such Party's Knowledge, no other party to any such agreement is in material breach or default thereunder and no event has occurred which with notice or lapse of time would reasonably be expected to constitute a material breach or default, or permit termination, modification, or acceleration, under the agreement; (iii) such Party has not repudiated any material provision of the agreement, and has not received notice of any repudiation of any material provision of the agreement by any other party to such agreement; (iv) such Party has performed, in all material respects, all requirements to be performed by it under each of such agreements; (v) such Party has not received any written notice that it has violated, defaulted or breached under any of such agreements and has not provided any other party with notice of any alleged violation, default, or breach by such other party under any such agreement; and (vi) such Party has not received any notice that any other party intends to terminate any such agreement. Except as has been disclosed to the other Parties in writing in connection with the due diligence investigation of such Party described in Section 2.4, such Party is not required to obtain any authorization, waiver, license, consent, or approval of, or make any declaration, filing or registration with, any other party to any such agreement in connection with the execution, delivery and performance of this Plan of Merger and the consummation of the transactions contemplated hereby, except where the failure to obtain such authorization, waiver, license, consent or approval or to make such declaration, filing or registration would not have a Material Adverse Effect, or where the agreement in question does not involve an outstanding dollar value in excess of One Million and No/100 U.S. Dollars ($1,000,000).

2.14. Insurance. Except as has been disclosed to the other Parties in writing in connection with the due diligence investigation of such Party described in Section 2.4, with respect to each material insurance policy: (i) the policy is legal, valid, binding, enforceable, and in full force and effect in all material respects; (ii) such Party is not in material breach or default thereunder, and, to such Party's Knowledge, no other party to any such agreement is in material breach or default thereunder and no event has occurred that with notice or the lapse of time would reasonably be expected to result in a material breach or default, or permit termination, modification or acceleration, under the policy; (iii) such Party has not repudiated any material provision thereof; and (iv) all premiums due and payable thereon have been paid and such Party has not received any written notice of cancellation, amendment or dispute as to coverage with respect thereto.

2.15. Litigation. Schedule 2.15 sets forth each instance in which such Party or any of its assets or properties or directors or officers in their capacity as such (i) is subject to any

outstanding injunction, judgment, order, decree, ruling, settlement, claim or charge or (ii) is a party or, to such Party's Knowledge, is threatened to be made a party to any action, suit, proceeding, or hearing, or investigation of, in, or before any Authority or before any arbitrator, which if adversely determined (in the case of both clauses (i) and (ii) above), individually or in the aggregate, would have a Material Adverse Effect. There are no actions, suits, proceedings, hearings or, to the Party 's Knowledge, investigations against the Party pending, or to the Party's Knowledge, threatened, which seek to question, delay, or prevent the consummation by the Party of, or would reasonably be expected to impair the ability of the Party to consummate, the transactions contemplated hereunder.

2.16. Regulatory Matters.

(a) Such Party has not been debarred by the FDA under 21 U.S.C. § 335a. To the Party's Knowledge, the Party does not use or has not used the services of any Person who at the time that the services were rendered was debarred by the FDA under 21 U.S.C. § 335a.

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

(c) Such Party does not engage, or has not engaged, in any pre-clinical activities, and does not conduct, and has not conducted, any material activities that are regulated by FDA's Good Laboratory Practices ("GLPs").

(d) Except as set forth in Schedule 2.16, such Party has obtained and maintained or caused third party vendors to obtain and maintain any necessary Institutional Review Board ("IRB"), local research ethics committee or other required approvals of clinical trials or modifications thereto, conducted, supervised, or monitored by it, all to the extent required to be obtained or maintained by it by the terms of any of its customer contracts as well as consistent with FDA regulations including 21 CFR Parts 56 and 312.

(e) Except as set forth in Schedule 2.16, (i) in no clinical trial conducted, supervised or monitored by such Party has, to such Party's Knowledge, IRB or equivalent approval, including from a regulatory authority, to the extent such approval is required to be obtained or maintained by such Party, ever been suspended or terminated, and (ii) to such Party's Knowledge, in no clinical trial conducted, supervised or monitored by such Party (not involving specific customer contractual requirement(s) for IRB or equivalent approval as set forth in (i) above), has IRB or equivalent approval, including from a regulatory authority, ever been suspended or terminated due to the actions or failure to act of such Party.

(f) Except as set forth in Schedule 2.16, to the Party's Knowledge, the research, testing, manufacturing, processing, handling, packaging, labeling, storage, advertising, promoting, marketing, sale and distribution of all products manufactured, distributed or sold by

the Party are, and have been, conducted in material compliance with all relevant approvals or clearances, as applicable, and all applicable Laws, including, but not limited to, the Federal Food, Drug, and Cosmetic Act, as amended from time to time, Title 21, and the Code of Federal Regulations, Title 21. The Party holds all necessary approvals and clearances necessary to research, test, manufacture, process, package, label, store, advertise, promote, distribute and commercialize the products manufactured, distributed, or sold by the Party. All necessary approvals and clearances including government licenses, listing requirements, registrations and authorizations required for the research, manufacturing, testing, processing, advertising, promoting, marketing, sale and distribution of all marketed products are in full force and effect. None of the approvals or clearances have been withdrawn, revoked, suspended or cancelled nor is any such withdrawal, revocation, suspension or cancellation pending or, to the Knowledge of Party, threatened.

(g) Except as set forth in Schedule 2.16, to such Party's Knowledge, all clinical trials conducted, supervised or monitored by such Party have been conducted, supervised or monitored by such Party in material compliance with all applicable Laws, including, but not limited to (A) the requirements of FDA regulations 21 C.F.R. Part 312, 21 C.F.R. Part 50 and Part 56; (B) European Union Council Directive 75/318 on the approximation of the laws of Member States relating to analytical, pharmacotoxicological and clinical standards and protocols in respect of the testing of proprietary medicinal products; including but not limited to the Consolidated Guideline on Good Clinical Practice and in particular paragraph 5.2 of said Guideline pertaining to Contract Research Organizations.

(h) Except as set forth in Schedule 2.16, to such Party's Knowledge, none of the FDA, Drug Enforcement Administration or other Regulatory Authority has issued any warning letter, untitled letter, notice of violation, enforcement proceeding, or other correspondence stating or suggesting that such Party violated any Laws in any material respect.

(i) Except as set forth in Schedule 2.16, to such Party's Knowledge, during the last four (4) years, or, with respect to such Party's businesses or operations that were acquired within such four (4) year period, since such Party's acquisition of such businesses or operations, neither such Party nor any of its Subsidiaries has been investigated by the FDA, National Institutes of Health, Drug Enforcement Administration, Department of Justice, or any other healthcare-specific Authority.

2.17. Employees. Except as set forth in Schedule 2.17 and as of the date hereof, no executive or key employee has given notice that they plan to terminate employment with such Party. Such Party is not a party to or bound by any collective bargaining agreement and no collective bargaining agreement is being negotiated by such Party, nor is there currently pending or has such Party experienced any strike or claim of unfair labor practices, lockout, organized work stoppage, material grievance, or other collective bargaining dispute or any attempt to organize the employees of such Party within the past three years. Such Party has not committed any material unfair labor practice. To such Party's Knowledge, no organizational or decertification effort is presently being made or threatened by, on behalf of or against any labor union with respect to any employee of such Party. Such Party has not engaged in any employee layoff activities that would violate or require notification pursuant to the Worker Adjustment and Retraining Notification Act of 1988, as amended. Such Party has satisfied or will, prior to the

Closing, satisfy any notice or bargaining obligation it may have under any Law or collective bargaining agreement to any employee representative with respect to the transactions contemplated by this Agreement. There are no charges of employment discrimination, sexual harassment or unfair labor practices or strikes, slowdowns, stoppages of work or any other concerted interference with normal operations pending or, to such Party's Knowledge, threatened against or involving such Party. Such Party is not delinquent in payments to any of its employees for any wages, salaries, commissions, bonuses or other direct compensation for any services performed for it or amounts required to be reimbursed to such employees. Such Party is in material compliance with all applicable Laws respecting labor, employment, fair employment practices, terms and conditions of employment, worker's compensation, plant closings, wages and hours and the terms of each employment agreement.

2.18. Employee Benefits.

(a) Schedule 2.18 lists each employee benefit plan (as defined in section 3(3) of ERISA) and each other retirement, deferred compensation plan, incentive compensation plan, stock plan, retention plan or agreement, unemployment compensation plan, vacation pay, severance pay, bonus or benefit arrangement, insurance or hospitalization program or any other fringe benefit arrangements for any current or former employee, director, consultant or agent, or any dependent or beneficiary thereof, maintained by or contributed to by such Party or with respect to which any Party has any liability (each, an "Employee Benefit Plan" and collectively, the "Employee Benefit Plans").

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

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

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

(e) With respect to each Employee Benefit Plan, to the extent applicable, each Party has delivered to the other Parties correct and complete copies of the plan

documents and summary plan descriptions, the most recent determination letter received from the IRS, the most recent Form 5500 Annual Report, and all related trust agreements, insurance contracts, and other funding agreements which implement each Employee Benefit Plan.

(f) There are no material actions, suits or claims (other than routine claims for benefits) pending or, to such Party's Knowledge, threatened, involving any Employee Benefit Plan.

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

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

(i) Except as set forth in Schedule 2.18, no Employee Benefit Plan provides life or health benefits to former employees of such Party other than as required by Section 4980B of the Code or similar state law or at the sole expense of the participant or the participant's beneficiary. Such Party, and each Employee Benefit Plan has complied with the notice and continuation requirements of Section 4980B and Parts 6 and 7 of Subtitle B of Title I of ERISA.

(j) Such Party has not incurred any liability for any penalty or tax under Sections 4971, 4972, 4975, 4976, 4979, or 4980 of the Code or Section 502 of ERISA, or is liable to reimburse or indemnify any third party with respect to any such penalty or tax.

(k) Such Party has not made a binding commitment to any current or former employee or director to establish or implement any additional Employee Benefit Plan or to amend or modify, in any material respect, any existing Employee Benefit Plan, other than amendments required by law.

2.19. Environmental Matters. Except as set forth in Schedule 2.19, or as disclosed in the environmental assessments listed in Schedule 2.19 and previously provided to the other Parties:

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

(b) to such Party's Knowledge, no Liens arising under or pursuant to any Environmental Law, except for Permitted Liens, are on the date hereof imposed on its Real Property;

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

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

(e) such Party has provided each of the other Parties with true and correct copies of all documents, including, but not limited to, reports, audits or assessments, in the possession or control of such Party that describe past or present environmental conditions at any of the Real Property or any property previously owned, leased or occupied by such Party; and

(f) to such Party's Knowledge, no underground storage tanks are now or ever have been located at, on or under any of its Real Property or any property formerly owned, leased, or occupied by such Party and no underground storage tanks currently located at any of such Party's Real Property are now or have ever been in violation of any Environmental Law in material respect.

The foregoing representations in this Section 2.19 shall, with respect to the Real Property of each Party, only relate and apply to the Real Property designated as being owned or leased by such Party on Schedule 2.10(a) or Schedule 2.10(b) hereto.

2.20. Transaction With Affiliates. Except as set forth in Schedule 2.20, since the date of the Recent Financials, neither such Party nor any of its directors, officers or employees nor any of their respective relatives or Affiliates (i) has been or is involved in any material business arrangement or other relationship with such Party (whether written or oral), (ii) has owned or owns any material property or right, tangible or intangible, that is used by such Party or (iii) or is a party to any contract, agreement or otherwise has any arrangement with such Party with an aggregate value of Two Hundred Fifty-Thousand and No/100 U.S. Dollars ($250,000) per transaction or per annum, as applicable, other than (x) those constituting an employee benefit plan disclosed on Schedule 2.20 or employee compensation arrangements disclosed on Schedule 2.20 and (y) those with an aggregate value of less than Two Hundred Fifty-Thousand and No/100 U.S. Dollars ($250,000) per transaction or per annum, as applicable, on terms that are at least as favorable to such Party, as could be obtained in an arm's length transaction.

2.21. Licenses and Permits. Schedule 2.21 lists all material Licenses and Permits held by such Party. Such Party has all material Licenses and Permits which are required to carry on its businesses as the business is now conducted. All material Licenses and Permits held by or issued to such Party are full force and effect and such Party is in material compliance with all requirements in connection therewith. Except as set forth in Schedule 2.21, there are no pending or, to such Party's Knowledge, threatened proceedings seeking to limit, modify or rescind any material Licenses and Permits and the same will not be subject to suspension

modification or revocation or require the consent of or the transfer or reissuance by any Authority as a result of this Agreement or the consummation of the transactions contemplated hereby.

2.22. Information Technology.

(a) The electronic data processing, information, record keeping, communications, telecommunications, hardware, third party software, networks, peripherals, portfolio trading and computer systems, including any outsourced systems and processes, and Party Proprietary Rights which are used by such Party (collectively, "Technology Systems") are adequate for the operation of their businesses as currently conducted or as currently proposed to be conducted. There has not been any material malfunction with respect to any of the Technology Systems that has not been remedied or replaced in all material respects. Such Party does not have Knowledge that any of the Technology Systems will fail to receive input of, recognize, store, retrieve, process or generate output of dates and date related data without any error, ambiguity, interruption or malfunction that would materially and adversely affect the operations of such Party.

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

(c) Except as has been disclosed to the other Parties in writing in connection with the due diligence investigation of such Party described in Section 2.4 (i) the Technology Systems (for a period of 18 months prior to the Closing Date) have not suffered unplanned disruption causing a Material Adverse Effect on the business of such Party and/or its Subsidiaries; (ii) except for ongoing payments due under relevant third party agreements, the Technology Systems are free from any charge, mortgage or security interest; and (iii) access to business critical parts of the Technology Systems is not shared with any third party.

(d) Such Party has not received notice of and is not aware of any material circumstances including, without limitation, the execution of this Plan of Merger, which would enable any third party to terminate any of such Party's material agreements or arrangements relating to the Technology Systems (including maintenance and support).

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

2.23. Privacy and Security.

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

(1) Privacy Laws;

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

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

(b) Such Party has not received a notice, claim or demand within the past five (5) years from an Authority asserting or claiming that such Party has violated or has failed to comply with any Privacy Law.

(c) Such Party has not received a notice, claim or demand within the past five (5) years from any Person asserting breach of a Privacy Law or seeking compensation for breach of a Privacy Law, and such Party has no Knowledge of any facts or occurrences which would provide a basis for such a notice, claim or demand.

(d) Such Party has not notified and has not been required or obligated to notify any Person within the past five (5) years with respect to a breach of security or unauthorized misappropriation, access or use of any personally identifiable information, personal information or personal data.

2.24. Customers. Since the date hereof, as of the date that is three (3) Business Days prior to the date hereof, and as of the Closing Date, such Party has not received any written communication from any customer which was one of its ten (10) largest customers (as measured by gross revenue) during the preceding twelve (12) months (each a "Major Customer") of any intention to terminate or materially reduce services from such Party or regarding an intention to terminate, cancel or reduce payment to such Party, nor does such Party have Knowledge as of the date that is three Business Days prior to the date hereof that any such Major Customer has any such intention.

2.25. Receivables and Unbilled Services. To such Party's Knowledge, the accounts and notes receivable and unbilled services reflected in the Financial Statements in Schedule 2.5, and all accounts receivable and unbilled services arising since the date of the Recent Financials, represent bona fide claims against debtors for services performed or other charges arising on or before the date of recording thereof, and to such Party's Knowledge, all the goods delivered and services performed which gave rise to said accounts and unbilled services were delivered or performed in accordance with the applicable orders, letters of intent, contracts or customer requirements in all material respects. To such Party's Knowledge, all such receivables and unbilled services are collectible except to the extent of the reserve for doubtful accounts and unbilled services reflected on the Financial Statements and additions to such reserves as reflected on such Party's books and records.

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

2.27. No Other Agreements. Such Party does not have any legal obligation, absolute or contingent, to any other Person to sell all or substantially all its assets or to effect any merger, consolidation, business combination, recapitalization, liquidation or other reorganization of such Party or to enter into any agreement with respect thereto.

2.28. No Survival of Representations and Warranties. The representations and warranties of such Party set forth in this Article II shall not survive Closing.

ARTICLE III

COVENANTS OF PARTIES PENDING THE EFFECTIVE TIME

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

3.2. Absence of Material Change. From the date hereof through the Effective Time, except as otherwise expressly provided herein, no 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 Parties, which shall not be unreasonably withheld.

3.3. Access to Books and Records. From the date hereof through the Effective Time, each Party shall give the other Parties and their 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 Parties may reasonably request and at all times to the extent permitted by applicable law.

3.4. Preserve Accuracy of Representations and Warranties. The Parties shall refrain from taking any action which would render any of their respective representations and warranties contained herein inaccurate as of the Closing. The Parties will promptly notify each

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

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

3.6. Good Faith Performance. The Parties shall act in good faith and take appropriate steps using reasonable commercial efforts to satisfy their respective obligations and conditions to Closing.

3.7. Confidentiality.

(a) *Confidential Information.* Any and all nonpublic information, documents, and instruments delivered between Parties and any and all nonpublic information, documents, and instruments delivered between Parties, including, without limitation, this Plan of Merger (prior to the Effective Time) and all agreements referenced herein or executed and delivered by the Parties at Closing which the Parties are not required to publicly file to give effect to the Merger, are of a confidential and proprietary nature. The Parties agree that prior to Closing, each will maintain the confidentiality of all such confidential information, documents or instruments delivered to each by the other Parties in connection with the negotiation of, or in compliance with, this Plan of Merger, and only disclose such information, documents, and instruments to their duly authorized officers, directors, representatives and agents, or as otherwise required by applicable Law. The Parties further agree that if the transactions contemplated hereby are not consummated and this Plan of Merger is terminated, each will return all such documents and instruments and all copies thereof in their possession to the providing Party. This Section 3.7(a) shall survive as to all Parties in the event this Plan of Merger is terminated prior to Closing.

(b) *Irreparable Harm.* The Parties recognize that any breach of this Section 3.7 would result in irreparable harm to the other Parties; therefore, the Parties shall be entitled to an injunction to prohibit any such breach or anticipated breach, without the necessity of proving actual damages or posting a bond, cash or otherwise, in addition to all of other legal and equitable remedies.

3.8. Publicity. The Parties agree that no public release or announcement concerning the transactions contemplated hereby shall be issued by any Party without the prior written consent of the other Parties, except (i) on or after the Closing Date, the Parties shall be permitted, after consulting with the other Parties, to issue a mutually agreeable public release announcing the Merger, or (ii) as required by applicable Law.

ARTICLE IV

CONDITIONS TO PARTIES' OBLIGATIONS

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

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

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

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

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

4.5. Foundation Board Representation. One director chosen by each of FBC and CBCF shall have been appointed to the Board of Directors of the Florida Blood Services Foundation, Inc.

4.6. Completion of Schedules. Each Party shall have provided final Schedules by November 18, 2011.

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

4.8. Certificates of Status. The Parties shall have exchanged copies of Certificates of Status, evidencing their good standing as Florida Corporations Not For Profit, all certified or issued by the Florida Secretary of State within thirty (30) days preceding the Closing Date.

4.9. HSR Act Waiting Period. All applicable waiting periods related to the HSR Act shall have expired or terminated.

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

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

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

4.13. Satisfactory Completion of Due Diligence. The Parties have completed to their reasonable satisfaction, to the extent not complete by the date of approval of this Plan of Merger, their due diligence review of each other Party hereto by November 30, 2011.

ARTICLE V

EFFECTIVE TIME OF THE MERGER

Provided that the Closing occurs pursuant to the terms of the Plan of Merger, (i) the Parties shall execute at the Closing and thereafter promptly file appropriate Articles of Merger, in substantially the same form as attached as Exhibit "C" hereto, and the Amended and Restated Articles of Incorporation, and such other or further documents as may be necessary or desirable in connection therewith, with the Florida Department of State, Division of Corporations in accordance with Section 617.1105 Florida Statutes (2011), and (ii) the Merger shall be effective upon the later of filing of the Articles of Merger with the Florida Department of State or 12:01 a.m. on the Closing Date (the "Effective Time").

ARTICLE VI

TERMINATION & DEFAULT

6.1. No Right of Termination. Except as otherwise expressly provided herein, including without limitation as provided in Section 7.1 below, no Party shall have a right to terminate this Plan of Merger except in the event that the conditions to Closing contained herein have not been satisfied or expressly waived in writing on or prior to the Closing Date (as such Closing Date may be extended from time to time by the Parties in accordance with the terms of this Plan of Merger).

6.2. Failure to Close and Obligations Upon Default.

(a) In the event any Party (or either Party comprising a single Party for the purposes of this Section 6.2 pursuant to Section 6.2(c) below) purports to terminate this Plan of Merger or otherwise refuses to close the Merger transaction when required pursuant to this Plan of Merger, such Party shall pay the other Parties (the "Non-Defaulting Parties") an aggregate amount equal to Five Hundred Thousand and No/100 U.S. Dollars ($500,000.00) as liquidated damages (the "Liquidated Damages Amount"). The Liquidated Damages Amount shall be paid to the Non-Defaulting Parties in equal portions or, upon the election of the Non-Defaulting Parties, shall be paid in its entirety to FBS following consummation of the Merger.

(b) In the event any Party (or either Party comprising a single Party for the purposes of this Section 6.2 pursuant to Section 6.2(c) below) (a "Defaulting Party") takes any action, or fails to take any action required by it pursuant to this Plan of Merger, which results in the failure of any condition to Closing described in Article IV above to be satisfied, and, as a result of such failure, any other Party (a "Withdrawing Party") elects not to close the Merger (provided such Party is entitled to elect not to close the Merger in accordance with the provisions of this Plan of Merger), such Defaulting Party shall pay the Withdrawing Party an amount equal to the actual, reasonable out-of-pocket expenses incurred by such Withdrawing Party in connection with the Merger transaction, including without limitation all reasonable costs and fees paid by the Withdrawing Party to accountants, attorneys, and other professionals related to the Merger transaction or due diligence related to the same. Notwithstanding the foregoing, no Withdrawing Party shall be reimbursed for more than its actual, reasonable out-of-pocket expenses incurred by such Withdrawing Party pursuant to this Section 6.2(b).

(c) Notwithstanding any provision of this Plan of Merger to the contrary, for the purposes of this Section 6.2, CBCF and CBCLS shall be considered a single Party and shall be jointly and severally liable for any amounts owed under this Section 6.2, and FBC and IBTSF shall be considered a single Party and shall be jointly and severally liable for any amounts owed under this Section 6.2. By way of example, in the event CBCF refuses to close the Merger transaction as required pursuant to this Plan of Merger, CBCF and CBCLS shall collectively be required to pay the Non-Defaulting Parties an aggregate amount equal to Five Hundred Thousand and No/100 U.S. Dollars ($500,000.00) pursuant to Section 6.2(a) and shall be jointly and severally liable for the payment of such amount.

ARTICLE VII

MISCELLANEOUS

7.1. Completion of Schedules. The Parties acknowledge that on the date this Plan of Merger is signed by each of the Parties, the Parties have not yet completed preparation of the schedules to be attached hereto. The Parties agree to prepare such schedules in good faith and to deliver the same to each other no later than November 18, 2011. A Party claiming any reasonable objections to information contained in the final schedules must inform the other Parties prior to November 30, 2011. Notwithstanding Section 6.1 hereof, a Party raising timely, reasonable objections to the completion of the Merger based on information contained in the final schedules may terminate this Plan of Merger without payment of any penalty, including without limitation the penalties provided in Section 6.2 hereof.

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

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

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

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

7.6. Cooperation; Further Assurances. Each Party agrees to cooperate fully with the other Parties to carry out the transactions provided for in this Plan of Merger, will use reasonable commercial efforts to 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 another Party, at any time and from time to time, execute, acknowledge, deliver and perform all such further acts, deeds and instruments of further assurance as may be reasonably deemed necessary or advisable to carry out the provisions and intent of this Plan of Merger.

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

7.8. 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.

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

7.10. 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.

7.11. 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.

7.12. 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 FBC:

Florida's Blood Centers, Inc.
Attention: Rick Walsh, Chairman
8669 Commodity Circle
Orlando, FL 32819

With a copy to:

Stefan A. Rubin
Shutts & Bowen LLP
300 South Orange Avenue
Suite 1000
Orlando, Florida 32801

If to IBTSF:

Independent Blood and Tissue Services of Florida, Inc.
Attention: Rick Walsh, Chairman
8669 Commodity Circle
Orlando, FL 32819

With a copy to:

Stefan A. Rubin
Shutts & Bowen LLP
300 South Orange Avenue
Suite 1000
Orlando, Florida 32801

If to CBCF:

Community Blood Centers of South Florida, Inc.
Attention: Bud Scholl & John Benz
1700 N. State Rd. 7
Lauderhill, FL 33313

With a copy emailed to:

Michelle A. Williams
michelle.williams@alston.com
Alston & Bird LLP
One Atlantic Center
1201 West Peachtree Street
Atlanta, GA 30309-3424

If to CBCLS:

Community Blood Centers Laboratory Services, Inc.
Attention: Bud Scholl & John Benz
1700 N. State Rd. 7
Lauderhill, FL 33313

With a copy to:

Michelle A. Williams
michelle.williams@alston.com
Alston & Bird LLP
One Atlantic Center
1201 West Peachtree Street
Atlanta, GA 30309-3424

If to FBS:

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

With a copy to:

MacFarlane Ferguson & McMullen
Attention: Emil C. Marquardt, Jr.
One Tampa City Center
201 N. Franklin Street
Suite 2000
Tampa, FL 33602

7.13. 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.

7.14. Jurisdiction of Disputes. Venue for any legal action arising out of this Plan of Merger shall be in Duval County, Florida and jurisdiction shall be vested exclusively in the Circuit Court of the Fourth Judicial Circuit in and for Duval County, Florida (or if the Circuit Court shall not have jurisdiction over the subject mater thereof, then to such other court sitting without jury, in said county and having subject matter jurisdiction). The Parties hereby consent to the jurisdiction of such court in any matter so to be submitted to it.

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

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

7.17. Waiver of Jury Trial. As a material inducement for this Plan of Merger, each Party, by signing this Plan of Merger, knowingly and voluntarily, intentionally, and irrevocably waives all right to a trial by jury of any issues so triable.

ARTICLE VIII

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

"IRS" means the Internal Revenue Service.

"Knowledge" means any fact or information which is actually known after reasonable inquiry by the Person to whom such knowledge is ascribed and, with respect to a Person that is not an individual, only the officers and directors of such Person; provided, however, that the term "after reasonable inquiry" shall not require such Person to initiate an inquiry of any third parties or any other Person who is not directly supervised by such Person responsible for such inquiry.

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signature Page Follows.]

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

FLORIDA'S BLOOD CENTERS, INC.,
a Florida not-for-profit corporation

By: Michael L Pratt
Name: Michael L. Pratt
Title: Interim CEO

INDEPENDENT BLOOD AND TISSUE SERVICES OF FLORIDA, INC.,
a Florida not-for-profit corporation

By: Michael L Pratt
Name: Michael L. Pratt
Title: Interim CEO

COMMUNITY BLOOD CENTERS OF FLORIDA, INC., a Florida not-for-profit corporation

By:_____
Name:_____
Title:_____

COMMUNITY BLOOD CENTERS LABORATORY SERVICES, INC.,
a Florida not-for-profit corporation

By:_____
Name:_____
Title:_____

FLORIDA BLOOD SERVICES, INC.,
a Florida not-for-profit corporation

By:_____
Name:_____
Title:_____

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.

FLORIDA'S BLOOD CENTERS, INC.
a Florida not-for-profit corporation

By: _____
Name: _____
Title: _____

INDEPENDENT BLOOD AND TISSUE SERVICES OF FLORIDA, INC.
a Florida not-for-profit corporation

By: _____
Name: _____
Title: _____

COMMUNITY BLOOD CENTERS OF FLORIDA, INC., a Florida not-for-profit corporation

By: _____
Name: George H. Scull
Title: CEO

COMMUNITY BLOOD CENTERS LABORATORY SERVICES, INC.
a Florida not-for-profit corporation

By: _____
Name: _____
Title: _____

FLORIDA BLOOD SERVICES, INC.
a Florida not-for-profit corporation

By: _____
Name: _____
Title: _____

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.

FLORIDA'S BLOOD CENTERS, INC.,
a Florida not-for-profit corporation

By:_____
Name:_____
Title:_____

INDEPENDENT BLOOD AND TISSUE SERVICES OF FLORIDA, INC.,
a Florida not-for-profit corporation

By:_____
Name:_____
Title:_____

COMMUNITY BLOOD CENTERS OF FLORIDA, INC., a Florida not-for-profit corporation

By:_____
Name:_____
Title:_____

COMMUNITY BLOOD CENTERS LABORATORY SERVICES, INC.,
a Florida not-for-profit corporation

By: [signature]
Name: STEVEN ERJAVEC
Title: DIRECTOR, SECRETARY/TREASURER

FLORIDA BLOOD SERVICES, INC.,
a Florida not-for-profit corporation

By:_____
Name:_____
Title:_____

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.

FLORIDA'S BLOOD CENTERS, INC.,
a Florida not-for-profit corporation

By:_____
Name:_____
Title:_____

INDEPENDENT BLOOD AND TISSUE SERVICES OF FLORIDA, INC.,
a Florida not-for-profit corporation

By:_____
Name:_____
Title:_____

COMMUNITY BLOOD CENTERS OF FLORIDA, INC., a Florida not-for-profit corporation

By:_____
Name:_____
Title:_____

COMMUNITY BLOOD CENTERS LABORATORY SERVICES, INC.,
a Florida not-for-profit corporation

By:_____
Name:_____
Title:_____

FLORIDA BLOOD SERVICES, INC.,
a Florida not-for-profit corporation

By: Donald Doddridge
Name: DONALD DODDRIDGE
Title: President & CEO

SCHEDULE 1.5(A)

Name:	Title:	With a Term Expiring On:
ALLEN W. LANGFORD	Director[1]	January 26, 2015
ABRAHAM S. FISCHLER	Director[2]	January 26, 2015
WILLIAM H. BIEBERBACH	Director[3]	January 26, 2015
JOHN F. WINDHAM	Director[1]	January 26, 2016
RALPH A. ALEMAN	Director[2]	January 26, 2016
TONI JENNINGS	Director[3]	January 26, 2016
CHRISTOPHER S. STILES	Director[1]	January 26, 2017
JOHN A. BENZ	Director[2]	January 26, 2017
RICHARD J. WALSH	Director[3]	January 26, 2017
DONALD D. DODDRIDGE	CEO/President Non-Voting Director	N/A[4]
GEORGE SCHOLL	CIO/Non-Voting Director	N/A[4]
MICHAEL L. PRATT	CIO/Non-Voting Director	N/A[4]

[1] Initial term of Director designated by the West Florida Regional Board as described in the FBS By-Laws, Section 5.1.

[2] Initial term of Director designated by the South Florida Regional Board as described in the FBS By-Laws, Section 5.1.

[3] Initial term of Director designated by the Central Florida Regional Board as described in the FBS By-Laws, Section 5.1.

[4] The CEO and CIOs will serve as Non-Voting Directors during their respective terms of employment.

SCHEDULE 1.5(B)

Name:	Title:	With a Term Expiring On:
RICHARD J. WALSH	Chair	January 26, 2015
JOHN A. BENZ	Vice Chair	January 26, 2015
CHRISTOPHER S. STILES	Treasurer	January 26, 2015
CHRISTOPHER S. STILES	Secretary	January 26, 2015

EXHIBIT B

AMENDED AND RESTATED ARTICLES OF INCORPORATION

Separately attached.

AMENDED AND RESTATED ARTICLES OF INCORPORATION OF FLORIDA BLOOD SERVICES, INC.

FLORIDA BLOOD SERVICES, INC., a Florida not for profit corporation (the "Corporation"), under the Florida Not For Profit Corporation Act (the "Act"), hereby amends its Articles of Incorporation in their entirety as follows:

ARTICLE I
Name

The name of the Corporation is **ONEBLOOD, INC.**

ARTICLE II
Principal Office and Mailing Address

The principal office and mailing address of the Corporation is 111 North Orange Avenue, Suite 1800, Orlando, Florida 32801, c/o Foley & Lardner LLP. The location of the principal office and mailing address shall be subject to change as may be provided in the bylaws duly adopted by the Corporation (the "Bylaws").

ARTICLE III
Purposes

The Corporation is organized and shall be operated exclusively for charitable, scientific, religious and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (hereinafter the "Code"); to engage in activities relating to the aforementioned purposes; and to invest in, receive, hold, use and dispose of all property, real or personal, as may be necessary or desirable to carry into effect the aforementioned purposes. Specifically, the Corporation is organized for the purpose of establishing, maintaining and operating a depot for the collection, classification, testing, and storage of human blood, plasma and serum; taking, accepting and receiving free donations of and making purchases of blood, plasma, and serums; administering, distributing, giving away or selling any of the same for use in the treatment of persons injured or wounded and in the treatment of any disease or malady requiring blood transfusions; utilizing the same for experimental research; performing any other specialized services for hospitals, similar in nature and scope and generally doing all things that may appear necessary and useful in accomplishing the purposes herein set out including education of the public about these activities.

Notwithstanding any other provisions of these Articles of Incorporation, the Corporation shall not carry on any activities not permitted to be carried on (a) by a corporation exempt from Federal income tax under Section 501(c)(3) of the Code or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Code.

ARTICLE IV
Powers

The Corporation shall have all powers conferred upon not for profit corporations organized under the Act but shall exercise such powers only in fulfillment of its above-stated purposes; provided, however, (i) 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; (ii) no part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to its members, directors, 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 in Article III hereof; and (iii) notwithstanding any other provision of these Amended and Restated Articles of Incorporation, the Corporation shall not carry on any other activities not permitted to be carried on by a corporation exempt from federal income tax under Section 501(c)(3) of the Code or by a corporation, contributions to which are deductible under Section 170(c)(2) of the Code.

ARTICLE V
Dissolution and Liquidation

The Corporation may be dissolved upon the adoption of a plan to dissolve in the manner now or hereafter provided in the Act. In the event of dissolution of the Corporation, no liquidating or other dividends and no distribution of property owned by the Corporation shall be declared or paid to any private individual, but the net assets of the Corporation shall be distributed as follows:

(1) All liabilities and obligations of the Corporation shall be paid, satisfied and discharged, or adequate provision shall be made therefor;

(2) Remaining assets shall be distributed to one or more organizations described in Section 501(c)(3) of the Code, as determined in the plan to dissolve adopted in the manner set forth above in this Article V or to the federal, state or local government, for a public purpose.

ARTICLE VI
Term

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

ARTICLE VII
Members

The Corporation shall have no members unless the Bylaws provide for members and designate any qualifications and rights of such members necessary in accordance with applicable provisions of the Act.

ARTICLE VIII
Board of Directors

The affairs of the Corporation shall be managed by a Board of Directors. The number and manner of election or appointment of Directors and their terms of office shall be as provided in the Bylaws.

ARTICLE IX
Registered Office and Agent

The address of the Registered Office of the Corporation is One Independent Drive, Suite 1300, Jacksonville, FL 32202-5017, and the Registered Agent at such address is F&L Corp.

ARTICLE X
Bylaws

The Amended and Restated Bylaws of the Corporation are adopted by the Board of Directors as of the date of filing of these Amended and Restated Articles of Incorporation. Said bylaws may thereafter be amended, in the manner provided therein.

ARTICLE XI
Amendment of Articles of Incorporation

These Amended and Restated Articles of Incorporation may be amended as provided in the Bylaws.

[Signature Page Follows.]

The foregoing Amended and Restated Articles of Incorporation were adopted effective January 27, 2012, by unanimous written consent of the Corporation's Board of Directors.

BOARD OF DIRECTORS OF ONEBLOOD, INC.:

RALPH A. ALEMAN, Director

JOHN A. BENZ, Director

WILLIAM H. BIEBERBACH, Director

ABRAHAM S. FISCHLER, Director

TONI JENNINGS, Director

ALLEN W. LANGFORD, Director

CHRISTOPHER S. STILES, Director

RICHARD J. WALSH, Director

JOHN F. WINDHAM, Director

4820-8465-3329.7

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Christopher S. Stiles

CHRISTOPHER S. STILES, Director

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CHRISTOPHER S. STILES, Director

RICHARD J. WALSH, Director

JOHN F. WINDHAM, Director

ACCEPTANCE OF APPOINTMENT BY REGISTERED AGENT

THE UNDERSIGNED, having been named in Article IX of the foregoing Amended and Restated Articles of Incorporation as Registered Agent at the office designated therein, hereby accepts such appointment and agrees to act in such capacity. The undersigned hereby states that it is familiar with, and hereby accepts, the obligations set forth in Section 617.0501, Florida Statutes, and the undersigned will further comply with any other provisions of law made applicable to it as Registered Agent of the Corporation.

DATED, this 27TH day of JANUARY, 2012.

REGISTERED AGENT:

F&L CORP.

By: _____

Michael A. Okaty
Agent and Authorized Agent