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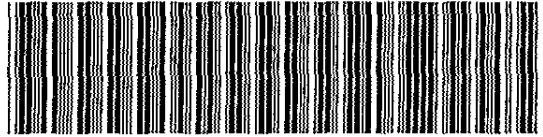
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Articles of Merger  
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CROWLEY, HAUGHEY, HANSON, TOOLE & DIETRICH P.L.L.P.

ATTORNEYS AT LAW

700 S.W. HIGGINS · SUITE 200

MISSOULA, MONTANA 59803

TEL (406) 829-2732 · FAX (406) 829-2722

www.crowleylaw.com

STEPHEN M. BARRETT  
\* COLBY J. BRANCH  
\* ALAN C. BRYAN  
ASHLEY BURLISON  
MICHAEL J. CAVALIERE  
JANET P. CHRISTOFFERSEN  
PAUL C. COLLINS  
GARY M. CONNELLEY  
BENEE L. COPPOCK  
MARCIA DAVENPORT  
JASON A. DELMUE  
MICHAEL S. DOCKERY  
JOHN B. DUDIS, JR.  
\* JON T. DYRE  
MARY SCRIM DYRE  
SCOTT A. FISK  
\* BRUCE A. FREDRICKSON  
MICHAEL W. GREEN

ROBERT C. GRIFFIN  
PETER F. HABEIN  
SCOTT D. HAGEL  
KEVIN P. HEANEY  
\* KENNETH G. HEDGE  
JAMES R. HINTZ  
LARRY A. HOLLE  
ANGELA K. JACOBS  
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DARIN W. JOHNSON  
JOEL L. KALEVA  
ALLAN L. KARELL  
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MICHAEL S. LAHR  
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\* JOHN B. LEE  
JARED M. LEFEVRE

STEVEN J. LEHMAN  
KARL H. LEWIS  
\* DENISE D. LINFORD  
JASON P. LOBLE  
CHRIS MANGEN, JR.  
WILLIAM J. MATTIX  
JOE C. MAYNARD, JR.  
JOHN H. MAYNARD  
JOSEPH P. MAZUREK  
IAN MCINTOSH  
DANIEL M. McLEAN  
\* MATTHEW F. McLEAN  
ROBERT G. MICHELLOTTI, JR.  
STEVEN B. MITCH  
KIMBERLY S. MORE  
DONALD R. MURRAY, JR.  
KRISTIN L. OMVIG  
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DAVID M. WAGNER  
STEFAN T. WALL  
NEIL G. WESTESSEN  
BRYAN G. WILLETT

RETIRED  
NORMAN HANSON  
JAMES M. HAUGHEY  
BRUCE R. TOOLE

OF COUNSEL  
GEORGE C. DALTHORP  
JOHN M. DIETRICH  
L. JAMES HECKATHORN  
DAVID L. JOHNSON  
NEIL S. KEEFER  
GARELD F. KRIEG  
ARTHUR LAMEY, JR.  
\* LOUIS R. MOORE  
MYLES J. THOMAS  
\* FRED E. WHISENAND

OFFICES  
500 TRANSWESTERN PLAZA II  
490 NORTH 31<sup>ST</sup> STREET  
P.O. BOX 2529  
BILLINGS, MT 59103-2529  
PHONE (406) 252-3441

100 NORTH PARK AVENUE  
SUITE 300, P.O. BOX 797  
HELENA, MT 59624-0797  
PHONE (406) 449 4163

113 EAST BROADWAY  
P.O. BOX 1206  
WILLISTON, ND 58802-1206  
PHONE (701) 572-2200

431 FIRST AVENUE WEST  
P.O. BOX 759  
KALISPELL, MT 59903-0759  
PHONE (406) 752-6644

45 DISCOVERY DRIVE  
SUITE 200, P.O. BOX 10969  
BOZEMAN, MT 59719-0969  
PHONE (406) 556-1430

Attorneys are licensed in Montana unless otherwise noted; \* not licensed in Montana; \* also licensed in North Dakota; # also licensed in Wyoming

November 17, 2003

Amendment Section  
Division of Corporations  
409 E. Gaines Street  
Tallahassee, Florida 32399

RE: WestCare GulfCoast-Florida, Inc. Articles of Merger

Greetings:

The enclosed Articles of Merger, together with the Plan of Merger merging the Mustard Seed Foundation, Inc., with and into WestCare GulfCoast Florida, Inc. are submitted for filing.

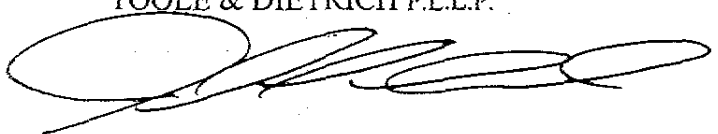
Please return all correspondence concerning this matter to the following address:

Joel Kaleva  
Crowley Law Firm  
700 SW Higgins Avenue  
Missoula, MT 59803

For further information on the matter, please call Joel Kaleva at 406-829-2732.

Sincerely yours,

CROWLEY, HAUGHEY, HANSON,  
TOOLE & DIETRICH P.L.L.P.



Enclosure

FILED  
03 NOV 18 PM 12:34  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**ARTICLES OF MERGER**

**MERGING**

**THE MUSTARD SEED FOUNDATION, INC.**  
(A Florida Nonprofit Corporation)

**WITH AND INTO**

**WESTCARE GULFCOAST-FLORIDA, INC.**  
(A Florida Nonprofit Corporation)

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

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

Name of Corporation

WestCare GulfCoast-Florida, Inc.

State of Incorporation

Florida Not For Profit Corporation

**Second:** The name and jurisdiction of the merging corporation is:

Name of Corporation

The Mustard Seed Foundation, Inc.

State of Incorporation

Florida Not For Profit Corporation

**Third:** The Agreement and Plan of Merger is attached as exhibit A. The Agreement and Plan of Merger has been adopted by the Board of Directors of WestCare GulfCoast-Florida, Inc., and the Board of Directors of The Mustard Seed Foundation, Inc.

**Fourth:** The merger shall become effective on April 1, 2003.

**Fifth:** The Plan of Merger has been adopted by the Board of Directors of the surviving corporation, WestCare GulfCoast-Florida, Inc. There are no members or members entitled to vote on the Plan of Merger. The Plan of Merger was adopted by the Board of Directors of the surviving corporation on August 26, 2003. The number of directors in office was two. The vote for the plan of merger was as follows:

2 votes FOR 0 votes AGAINST.

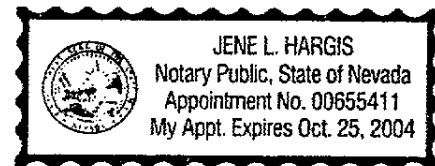
**Sixth:** The Plan of Merger has been adopted by the Board of Directors of the merging corporation, The Mustard Seed Foundation, Inc. There are no members or members entitled to vote on the Plan of Merger. The Plan of Merger was adopted by the Board of Directors of the merging corporation on August 26, 2003. The number of directors in office was 8 The vote for the plan was as follows:

5 FOR 0 AGAINST.

IN WITNESS WHEREOF, these Articles of Merger have been executed by WestCare GulfCoast-Florida, Inc. and The Mustard Seed Foundation, Inc. on this 1st day of October, 2003.

WESTCARE GULFCOAST-FLORIDA, INC.

By: Richard E. Steinberg  
Richard E. Steinberg, President



THE MUSTARD SEED FOUNDATION, INC.

By: Lynn Conchado  
Lynn Conchado, Vice-President

ENTERED  
OCT 1 2003



## **AGREEMENT AND PLAN OF MERGER**

### **MERGING**

**THE MUSTARD SEED FOUNDATION, INC.**  
(A Florida Not For Profit Corporation)

### **WITH AND INTO**

**WESTCARE GULFCOAST-FLORIDA, INC.**  
(A Florida Not For Profit Corporation)

THIS AGREEMENT AND PLAN OF MERGER is made as of April 15 2003, 2003 (the "Agreement"), between The Mustard Seed Foundation, Inc., a Florida Not For Profit Corporation ("Mustard Seed"), and WestCare GulfCoast-Florida, Inc., a Florida Not For Profit Corporation ("WestCare").

### **RECITALS**

WHEREAS, Mustard Seed is a Florida not for profit, non stock, public benefit corporation organized pursuant to the Florida Not For Profit Corporation Act on March 4, 1987;

WHEREAS, Mustard Seed currently does not have any members in good standing authorized or entitled to vote on the merger agreement, and no individuals other than the voting members of Mustard Seed's board of directors have authority to agree to such merger;

WHEREAS, WestCare currently does not have any members in good standing authorized or entitled to vote on the merger agreement, and no individuals other than the voting members of WestCare's board of directors have authority to agree to such merger;

WHEREAS, WestCare is a Florida not for profit, non stock, public benefit corporation organized under the Florida Not For Profit Corporation Act on February 21, 2001;

WHEREAS, the constituent corporations are both presently organized for the purpose of providing housing, counseling, food, support and job placement opportunities for drug and alcohol addicts, and similar related activities within the state of Florida;

WHEREAS, the respective Boards of Directors of the constituent corporations deem it advisable and generally to the best advantage and welfare of their respective organizations that the corporations be merged into a single corporation pursuant to the provisions of Section 617.1101 *et. seq.* of the Florida Not For Profit Corporation Act.

In consideration of the promises and mutual agreements contained herein, the parties hereby agree that Mustard Seed shall be merged into WestCare under the laws of the state of Florida, and that the terms, conditions, and method of carrying the merger into effect are as follows:

## SECTION ONE

### Effect of Merger

1.1 Merger. On the Effective Date (as defined in Section 2.2) of the Merger, Mustard Seed shall be merged with and into WestCare and the separate corporate existence of Mustard Seed (except as may be continued by operation of law) shall cease, and WestCare shall continue as the surviving corporation. WestCare, in its capacity as the surviving corporation of the Merger, is hereinafter sometimes referred to as the "Surviving Corporation". The name of the Surviving Corporation shall be WestCare GulfCoast-Florida, Inc.

### 1.2 Effect of Merger.

(a) On and after the Effective Date, the Surviving Corporation shall continue and shall possess all of the rights, privileges, powers of both a public and private nature, and be subject to all of the restrictions, disabilities, and duties of Mustard Seed; and all rights, privileges and powers of Mustard Seed, and all property, real, personal and mixed, and all debts of whatever account to Mustard Seed shall be vested and be the property of the Surviving Corporation; and all debts, liabilities, and duties of Mustard Seed shall attach to the Surviving Corporation and maybe enforced against it to the same extent as if all said debts, liabilities and duties had been incurred and contracted by the Surviving Corporation.

(b) Mustard Seed agrees from time to time, as requested by the Surviving Corporation, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further actions as the Surviving Corporation may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of any property of Mustard Seed acquired or to be acquired by reason of or as a result of the merger provided for in this agreement and otherwise to carry out the intent and purposes of this agreement. The officers of the Surviving Corporation shall be fully authorized in the name of Mustard Seed or otherwise to take any and all such actions as deemed necessary.

(c) All corporate acts, plans, policies, contracts, approvals and authorizations of Mustard Seed, its Board of Directors, committees elected or appointed by the Board of Directors, officers and agents, which were valid and effective immediately prior to the Effective Date shall be taken for all purposes as the acts, plans, policies, contracts, approvals and authorizations of the Surviving Corporation and shall be effective and binding as the same were with respect to Mustard Seed.

(d) The Surviving Corporation: (i) agrees that it may be served with process in the state of Florida in any proceeding for the enforcement of any obligation of Mustard Seed; and (ii) agrees to provide notice to the Florida Department of State regarding the appropriate agent to receive such service of process.

## SECTION TWO

### Effective Date

2.1 Articles of Merger. Following Board of Director approval of the merger by Mustard Seed and WestCare, and upon fulfillment or waiver of any conditions specified in Section 4.1, and provided that this agreement has not been terminated or abandoned pursuant to Section 4.3, the surviving corporation shall execute and file Articles of Merger with the Florida Department of State, Division of Corporations as provided by the Florida Not For Profit Corporation Act.

2.2 Filing and Effectiveness. The merger shall become effective at the time when properly executed Articles of Merger are submitted and filed with the Florida Department of State, Division of Corporations, or on April 1, 2003, whichever is later (the "Effective Date").

## SECTION THREE

### Articles of Incorporation; Bylaws; and Board of Directors

3.1 Articles of Incorporation. The Articles of Incorporation of WestCare in effect on the Effective Date shall govern the Surviving Corporation, unless and until such Articles are amended as provided by law.

3.2 Bylaws. The Bylaws of WestCare in effect on the Effective Date, subject, to alteration, amendment, or repeal from time to time from the Board of Directors of the Surviving Corporation, shall govern the Surviving Corporation.

3.3 Board of Directors and Officers. Upon the Effective Date, the Board of Directors and officers of WestCare shall relinquish their power and duties as officers and directors of WestCare. Upon the Effective Date, the voting members of the Board of Directors and the officers of Mustard Seed holding office immediately prior to the Effective Date shall become the members of the Board of Directors and the officers of the Surviving Corporation. These individuals shall hold such offices until the expiration of their current terms, or their prior resignation, removal or death. Replacement of these individuals will then proceed according to the bylaws of the Surviving Corporation. Following the Effective Date, appropriate notice of the change in officers and directors of the Surviving Corporation shall be provided to the Florida Department of State, Division of Corporations.

3.4 Appointment of Representatives to WestCare Foundation, Inc Board of Directors. Immediately following the Effective Date, the Board of Directors of the Surviving Corporation shall appoint two members to serve on the Board of Directors of

the WestCare Foundation, Inc., the Surviving Corporation's parent organization. Following such action by the Board of Directors, notice regarding the individuals who are appointed shall be provided to WestCare Foundation, Inc.

3.5 Appointment of Advisory Board Members. Following the Effective Date, appointment of Advisory Board Members for the Surviving Corporation (if any) shall be made according to the Bylaws of the Surviving Corporation.

#### **SECTION FOUR** **Conditions, Amendment, and Abandonment**

4.1 Conditions. The respective obligations of WestCare to consummate the merger under this agreement are, at the option of either Mustard Seed or WestCare, subject to the condition that: (i) any third party consents which are required in order to avoid breaches, violations, or conflicts under any agreement, contract, statute, rule, or regulation have been obtained; (ii) any necessary approval or transfer of licenses or permits have been provided by the appropriate regulatory agency; and (iii) approval has been provided by any granting organization or agency that provides funding for programs that will be operated by the Surviving Corporation following the merger.

4.2 Transfer of Contracts Pending Effective Date. If all of the agreements, grants, licenses or contracts described in section 4.1 have not received the necessary approval or licensing for transfer of such contracts to WestCare effective April 1, 2003, then the following actions shall occur:

(a) The Board of Directors of both Mustard Seed and WestCare shall proceed as expeditiously as possible to complete the necessary documents to complete the transfer of all contracts, grants and licenses contemplated by this agreement. Management of the constituent corporations shall work together to complete the necessary steps for transfer of physical assets and employees from Mustard Seed to WestCare at the earliest practical date.

(b) All contracts, grants or agreements that have received the appropriate approval and licensing for transfer from Mustard Seed shall be transferred to WestCare effective April 1, 2003, and WestCare shall be responsible for all requirements, duties and obligations under such contracts. Any contracts, grants or agreements that receive approval or licensing after April 1, 2003, shall be transferred from Mustard Seed to WestCare as soon as practicable following such approval.

(c) Mustard Seed shall enter into a Management Services Agreement with WestCare for all contracts or grants that have not been transferred as of April 1, May 1, 2003. The Management Services Agreement shall set forth that WestCare is responsible for carrying out the purposes and obligations of such contract or contracts as an agent of Mustard Seed until such time that the contract is formally transferred to WestCare. The Agreement also shall be required to compensate



WestCare for the services it provides. It is anticipated that the amount of such compensation shall be determined based on each contract for which WestCare assumes responsibility.

(d) After the final remaining contract or license has been transferred by Mustard Seed to WestCare, or on a date upon which the Boards of Directors of both constituent corporations determine that all possible contracts, grants or licenses have been transferred, whichever is earlier, the constituent corporations shall merge according to the procedures set forth by this Agreement of Merger.

4.3 Amendment. Mustard Seed and WestCare by mutual consent of their respective Boards of Directors, may amend, modify or supplement this agreement in such manner as may be agreed upon by them in writing at any time before the Effective Date of the merger.

4.4 Termination or Abandonment. This agreement may be terminated and the merger abandoned for any reason by resolution adopted by the Board of Directors of either Mustard Seed or WestCare at any time prior to the filing of the Articles of Merger with the Florida Department of State, Division of Corporations.

## SECTION FIVE

### Miscellaneous

5.1 Counterparts. This agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

5.2 Governing Law. This agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the state of Florida.

IN WITNESS WHEREOF, this agreement having first been approved by resolution of the Board of Directors of both Mustard Seed and WestCare, is hereby executed on behalf of each of the constituent corporations.

MUSTARD SEED FOUNDATION, INC.  
(A Florida Not For Profit Corporation)

By: Thomas J. Walsh  
Thomas J. Walsh, President

WESTCARE GULFCOAST-FLORIDA, INC.  
(A Florida Not For Profit Corporation)

By: Richard E. Steinberg  
Richard E. Steinberg, President