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Articles of Consolidation

of

**WESTERN KENTUCKY REGIONAL MENTAL HEALTH AND MENTAL RETARDATION
ADVISORY BOARD, INC.**

a no stock, nonprofit Kentucky corporation

and

COMMUNICARE, INC.

a no stock, nonprofit Kentucky corporation

into

INLET HEALTH, INC.

a no stock, nonprofit Kentucky corporation

Pursuant to KRS 273.293, the undersigned corporations hereby execute these Articles of Consolidation.

1. WESTERN KENTUCKY REGIONAL MENTAL HEALTH AND MENTAL RETARDATION ADVISORY BOARD, INC. d/b/a FOUR RIVERS BEHAVIORAL HEALTH, a no stock, nonprofit Kentucky corporation c/o 425 Broadway, Suite 201, Paducah, KY 42001 ("FOUR RIVERS") and COMMUNICARE, INC., a no stock, nonprofit Kentucky corporation c/o 107 Cranes Roost Court, Elizabethtown, Kentucky 42701 ("COMMUNICARE") propose to consolidate to form INLET HEALTH, INC., a no stock, nonprofit Kentucky corporation c/o 107 Cranes Roost Court, Elizabethtown, Kentucky 42701 ("INLET HEALTH").

2. The laws of the Commonwealth of Kentucky under which FOUR RIVERS and COMMUNICARE are organized permit a consolidation in which FOUR RIVERS and COMMUNICARE are consolidated into INLET HEALTH.

3. The Plan of Consolidation adopted by FOUR RIVERS and COMMUNICARE is attached hereto.

4. FOUR RIVERS and COMMUNICARE adopted the Plan of Consolidation in the following manner:

(a) Since FOUR RIVERS has no shareholders, the Plan of Consolidation was adopted by a majority of its directors at a meeting dated November 9, 2023, at which a quorum of directors was present.

(b) Since COMMUNICARE has no shareholders, the Plan of Consolidation was adopted by a majority of its directors at a meeting dated November 27, 2023, at which a quorum of directors was present.

5. The Effective Time/Date of the Consolidation shall be effective upon filing.

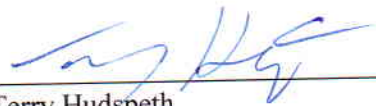
COMMUNICARE, INC.

By: 
Lisa Wise

Title: CEO

Date: 12/15/23


FOUR RIVERS, INC.

By: 
Terry Hudspeth

Title: CEO


Date: 12/15/23

INLET HEALTH, INC.

By: 
Lisa Wise

Title: Incorporator

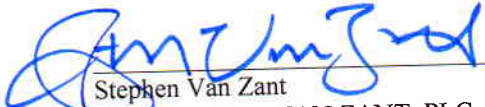
Date: 12/15/23

By: 
Terry Hudspeth

Title: Incorporator

Date: 12/15/23

PREPARED BY:



Stephen Van Zant
BELL, HESS & VAN ZANT, PLC
2819 Ring Road; Suite 101
Elizabethtown, Kentucky 42701

Plan of Consolidation

This Plan of Consolidation (“Plan”) is made and entered into this 22nd day of December, 2023, by and between **WESTERN KENTUCKY REGIONAL MENTAL HEALTH AND MENTAL RETARDATION ADVISORY BOARD, INC. d/b/a FOUR RIVERS BEHAVIORAL HEALTH**, and its affiliates, a no stock, nonprofit Kentucky corporation, 425 Broadway, Suite 201, Paducah, KY 42001 (“FOUR RIVERS”), **COMMUNICARE, INC.**, and its affiliates, a Kentucky no stock, non-profit corporation, 107 Crane Roost Court, Elizabethtown, Kentucky 42701 (“COMMUNICARE”), and the incorporators of a proposed no stock, non-profit Kentucky corporation to be known as **INLET HEALTH, INC.**, a Kentucky no stock, non-profit corporation, 107 Crane Roost Court, Elizabethtown, Kentucky 4271 (“INLET HEALTH”). The Articles of Incorporation for Inlet Health are hereby incorporated herein by reference.

WHEREAS, the respective directors of FOUR RIVERS and COMMUNICARE have deemed it advisable to consolidate the activities of the corporations to promote more efficient and economical conduct of non-profit activities through reduction of overhead, sharing of best practices, improved bargaining power for reimbursement rates, and other means and advantages.

WHEREAS, to affect these purposes the directors deem it advisable to consolidate and reorganize the corporations.

WHEREAS, FOUR RIVERS and COMMUNICARE anticipate that INLET HEALTH shall acquire status as a 501(c)(3) tax-exempt organization and will be organized and operated for exempt purposes and have no private shareholders.

WHEREAS, the incorporators of INLET HEALTH desire to become parties to this Plan to affect the above consolidation and accomplish the desired reorganization of corporations.

NOW THEREFORE, in consideration of mutual agreements, and subject to the conditions set forth herein, the parties agree as follows:

1. FOUR RIVERS and COMMUNICARE hereby adopt this Plan and agree that FOUR RIVERS and COMMUNICARE shall consolidate and reorganize into INLET HEALTH as stated herein. The effective date of this Plan shall be that date when it is fully executed by the parties hereto (“Effective Date”). FOUR RIVERS and COMMUNICARE will consolidate into INLET HEALTH when Articles of Consolidation are filed with the Secretary of State for the Commonwealth of Kentucky on a date mutually agreeable to the parties and anticipated to be January 1, 2024 (“Closing Date”).
2. All property, real, personal, and mixed, all debts due on whatever account and all other things in action or belonging to each of the above corporations shall be vested in one consolidated corporation, INLET HEALTH, and all property, rights, privileges, powers, and franchises, and all and every other interest shall be as effectually the property of the consolidated corporation as they were of the several and respective former corporations; subject however to all rights of creditors and all liens upon the property of any of the former corporations remaining unimpaired, and subject to all debts, duties, and liabilities of the respective corporations.

3. On the Closing Date, the separate existence of FOUR RIVERS and COMMUNICARE shall cease and they shall become a single corporation to be known as INLET HEALTH. However, the names "FOUR RIVERS" and "COMMUNICARE" shall continue as assumed names of INLET HEALTH to preserve the brand name, lengthy history, and good will that each corporation has earned and established. In addition INLET HEALTH shall be authorized to continue use of "FOUR RIVERS" and "COMMUNICARE" names, and related EINs and other identifying numbers, as long as necessary or helpful for contractual and accounting purposes, including use with the pension system. This consolidated corporation shall possess all rights, privileges, powers, and franchises, and be subject to all the restrictions, disabilities, and duties, of each of the above-merging corporations.
4. The financial books of FOUR RIVERS and COMMUNICARE shall be audited and closed as soon as is reasonably practical following the Closing Date.
5. As an integral part of the Plan, there shall be formed a corporation to be named INLET HEALTH, with its principal place of business in Elizabethtown, Hardin County, Kentucky, unless otherwise changed by its directors.
6. The general nature of the business to be done by INLET HEALTH, shall be the same as that previously performed by FOUR RIVERS and COMMUNICARE and which is generally set out and enumerated in KRS 210.400, as presently amended, as follows:

Subject to the provisions of this section and the policies and regulations of the secretary of the Cabinet for Health and Family Services, each community board for mental health or individuals with an intellectual disability shall:

- (a) Review and evaluate services for mental health or individuals with an intellectual disability provided pursuant to KRS 210.370 to 210.460, and report thereon to the secretary of the Cabinet for Health and Family Services, the administrator of the program, and, when indicated, the public, together with recommendations for additional services and facilities;
- (b) Recruit and promote local financial support for the program from private sources such as community chests, business, industrial and private foundations, voluntary agencies, and other lawful sources, and promote public support for municipal and county appropriations;
- (c) Promote, arrange, and implement working agreements with other social service agencies, both public and private, and with other educational and judicial agencies;
- (d) Adopt and implement policies to stimulate effective community relations;
- (e) Be responsible for the development and approval of an annual plan and budget;
- (f) Act as the administrative authority of the community program for mental health or individuals with an intellectual disability;

- (g) Oversee and be responsible for the management of the community program for mental health or individuals with an intellectual disability in accordance with the plan and budget adopted by the board and the policies and regulations issued under KRS 210.370 to 210.480 by the secretary of the Cabinet for Health and Family Services;
- (h) Comply with the provisions of KRS 65A.010 to 65A.090; and
- (i) Deliver the training recommended by the Department for Behavioral Health, Developmental and Intellectual Disabilities for local jailers and other officers of the court who may come in contact with persons deemed mentally ill and who are incarcerated or in detention.
- (j) Such other tax exempt purposes that the INLET HEALTH Board of Directors deems necessary or helpful to the organization.

7. Representations and Warranties of COMMUNICARE.

COMMUNICARE represents and warrants to FOUR RIVERS as follows:

- (a) Corporate Organization. COMMUNICARE is a no stock, nonprofit corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Kentucky, and is duly qualified to do business.
- (b) Validity of Transaction. COMMUNICARE has full right, power, and authority to enter into this Plan and to perform its obligations hereunder. This Plan has been duly authorized, executed, and delivered by COMMUNICARE and constitutes the valid and legally binding obligation of COMMUNICARE.
- (c) Litigation. COMMUNICARE is not a party in pending litigation or a governmental proceeding. There is no judgment or order of any court or governmental authority in effect against COMMUNICARE.

8. Representations and Warranties of FOUR RIVERS.

FOUR RIVERS represents and warrants to COMMUNICARE as follows:

- (a) Corporate Organization. FOUR RIVERS is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Kentucky, and is duly qualified to do business.
- (b) Validity of Transaction. FOUR RIVERS has full right, power, and authority to enter into this Plan and to perform its obligations hereunder. This Plan has been duly authorized, executed, and delivered by FOUR RIVERS and constitutes the valid and legally binding obligation of FOUR RIVERS.
- (c) Litigation. FOUR RIVERS is not a party in pending litigation or a governmental proceeding other than one matter disclosed to Communicare by separate document. There is no judgment or order of any court or governmental authority in effect against FOUR RIVERS.

9. Governance of INLET HEALTH.

- (a) INLET HEALTH agrees to maintain the current COMMUNICARE board of directors as the Region V Advisory Council and to maintain the current FOUR RIVERS board of directors as the Region I Advisory Council. The Advisory Councils' role will be to meet the requirements of KRS 210.370 to 210.485. In addition, the Advisory Councils will provide the directors of INLET HEALTH with advice and recommendations regarding overall policy and strategic direction, adhere to the mission, and serve as a liaison to their communities.
- (b) The consolidated entity will be governed by a Board of Directors comprised of:
 - Two (2) members of the COMMUNICARE, Region V Advisory Council
 - Two (2) members of the FOUR RIVERS, Region I Advisory Council
 - One (1) at-large member selected by the Board of DirectorsSuch other members of any additional non-profit organizations that may be established or with which INLET HEALTH may later associate.
- (c) For purpose of the Plan, regions are defined as follows:
 - Region I: Marshall, Ballard, Carlisle, Fulton, Hickman, Graves, McCracken, Livingston, and Calloway counties
 - Region V: Breckinridge, Grayson, Hardin, LaRue, Marion, Meade, Nelson, and Washington countiesAny additional community mental health center Advisory Council that may be established will follow the historic community mental health center regions.
- (d) It is the intention of the incorporators of INLET HEALTH for the CEO of COMMUNICARE to continue as the CEO/Executive Director of the activities and operations of Region V and for the CEO of Four Rivers to continue as the CEO/Executive Director of the activities and operations of Region I.
- (e) It is the intention of the incorporators of INLET HEALTH that the Plan be implemented and completed without any reduction in the workforce of FOUR RIVERS or COMMUNICARE.
- (f) The incorporators of INLET HEALTH agree to work in good faith to establish an organizational chart for INLET HEALTH leadership which is efficient, effective, and best supports the aims and purposes of its mission.
- (g) As provided in Paragraph 3 herein, the incorporators of INLET HEALTH agree that INLET HEALTH will use best practices as determined by the advice of accountants and others as to the use and continuation of federal EINs for FOUR RIVERS and COMMUNICARE as well as the EIN for INLET HEALTH.

10. This Plan shall be submitted to the board of directors of each party for a vote. If the majority of directors present in each company approves this Plan, that fact shall be certified on this Plan by the CEO and Board Chair of each corporation. Thereafter, unless otherwise terminated as stated

12. Condition Precedent to FOUR RIVERS' Obligation to Close. FOUR RIVERS' obligation to consummate the Plan is subject to the satisfaction on or prior to the Closing Date of the following conditions:
- (a) Performance of Acts and Undertakings by FOUR RIVERS. Each of FOUR RIVERS' acts and undertakings to be performed on or before the Closing Date pursuant to this Plan shall have been performed.
 - (b) Certified Resolution. FOUR RIVERS shall have furnished COMMUNICARE with a certified copy of a resolution duly adopted by the board of directors of FOUR RIVERS and the board of directors of any and all FOUR RIVERS subsidiaries authorizing and approving the execution and delivery of this Plan and authorizing the consummation of the transactions contemplated by this Plan.
 - (c) Continued Accuracy of FOUR RIVERS' Representations and Warranties. The representations and warranties of FOUR RIVERS contained in this Plan shall be true on and as of the Closing Date with the same effect as though such representations and warranties had been made on the Closing Date; and COMMUNICARE shall have received at the closing a certificate, dated on the Closing Date and executed on behalf of FOUR RIVERS by its CEO, containing a representation and warranty to that effect.
 - (d) Opinion of FOUR RIVERS Counsel Required. FOUR RIVERS shall have furnished COMMUNICARE with a favorable opinion of Tom Miller of Whitlow, Roberts, Houston & Straub, PLLC, counsel for FOUR RIVERS, dated on the Closing Date. The opinion shall include such matters incident to the contemplated transactions as are reasonably requested by COMMUNICARE or its counsel.
 - (e) Approvals From Authorities. FOUR RIVERS shall have received, or shall have satisfied itself that it will receive, in form satisfactory to FOUR RIVERS, all necessary approvals of the transactions contemplated by this Plan from authorities having any jurisdiction over the business of FOUR RIVERS of any FOUR RIVERS Subsidiary, so that FOUR RIVERS and FOUR RIVERS subsidiaries may continue to carry on their business as presently conducted after consummation of the consolidation; and no such approval shall have been withdrawn or suspended.
 - (f) Consents. All consents of other parties to the mortgages, notes, leases, franchises, agreements, licenses, and permits of FOUR RIVERS or any FOUR RIVERS Subsidiary necessary to permit consummation of the consolidation shall have been obtained.
 - (g) Employment Agreements. Those executives of FOUR RIVERS and FOUR RIVERS subsidiaries designated by FOUR RIVERS shall have entered into employment agreements on terms satisfactory to such executives or employees and their respective counsel and to COMMUNICARE and its counsel.
13. Investigation by Each Party. Prior to the Closing Date, each party may directly or through its representatives make such investigation of the assets and business of the other party and its subsidiaries (including, without limitation, confirmation of its cash, inventories, accounts, accounts receivable and liabilities, and investigation of its titles to and the condition of its property and equipment) as the investigating party deems necessary or advisable. The investigation shall not affect either party's (1) representations and warranties contained or

herein, Articles of Consolidation in a form similar to that attached hereto as Ex. A shall be filed on or about January 1, 2024, with the Secretary of State for Kentucky and the same shall then be recorded in the McCracken and Hardin County Clerk's Offices.

11. Conditions Precedent to COMMUNICARE's Obligations to Close. COMMUNICARE's obligation to consummate the Plan is subject to the satisfaction, on or before the Closing Date, of the following conditions:
- (a) Performance of Acts and Undertakings of COMMUNICARE. Each of the acts and undertakings of COMMUNICARE to be performed on or before the Closing Date pursuant to the terms of this Plan shall have been duly performed.
 - (b) Certified Resolution. COMMUNICARE shall have furnished FOUR RIVERS with a certified copy of a resolution duly adopted by COMMUNICARE's board of directors and the board of directors of any and all COMMUNICARE subsidiaries authorizing and approving the execution and delivery of this Plan and authorizing the consummation of the transactions contemplated by this Plan.
 - (c) Continued Accuracy of COMMUNICARE' Representations and Warranties. All of the representations and warranties of COMMUNICARE contained in this Plan shall be true in every respect on and as of the Closing Date, with the same effect as though such representations and warranties had been made on and as of that date; and FOUR RIVERS shall have received a certificate, dated on the Closing Date and executed by the CEO of COMMUNICARE, containing a representation and warranty to that effect.
 - (d) Opinion of COMMUNICARE' Counsel Required. COMMUNICARE shall have furnished FOUR RIVERS with a favorable opinion of Stephen Van Zant of Bell, Hess & Van Zant, PLC, counsel for COMMUNICARE, dated on the Closing Date. The opinion shall include such matters incident to the contemplated transactions as are reasonably requested by FOUR RIVERS or its counsel.
 - (e) Approvals From Authorities. COMMUNICARE shall have received, or shall have satisfied itself that it will receive, in form satisfactory to COMMUNICARE, all necessary approvals of the transactions contemplated by this Plan from authorities having any jurisdiction over the business of COMMUNICARE of any COMMUNICARE Subsidiary, so that COMMUNICARE and COMMUNICARE subsidiaries may continue to carry on their business as presently conducted after consummation of the consolidation; and no such approval shall have been withdrawn or suspended.
 - (f) Consents. All consents of other parties to the mortgages, notes, leases, franchises, agreements, licenses, and permits of COMMUNICARE or any COMMUNICARE Subsidiary necessary to permit consummation of the consolidation shall have been obtained.
 - (g) Employment Agreements. Those executives of COMMUNICARE and COMMUNICARE subsidiaries designated by COMMUNICARE shall have entered into employment agreements on terms satisfactory to such executives or employees and their respective counsel and to FOUR RIVERS and its counsel.

provided for in this Plan, (2) right to rely on those representations and warranties, or (3) right to terminate this Plan as provided in this Plan. Each party shall allow the other, and its representatives, full access, at reasonable times after the date of execution of this Plan, to its premises and to all its books, records, and assets and those of its subsidiaries, and each party's officers shall furnish to the other such financial and operating data and other information with respect to the business and properties of their organization and each subsidiary as the other party shall, from time to time, reasonably request. Each party agrees not to disclose any confidential information obtained in the course of its investigation or use it for any purposes other than evaluation of the other party and its subsidiaries with respect to the contemplated consolidation.

14. Survival of Representations, Warranties, and Indemnities. The representations, warranties, and indemnities included or provided for in this Plan or a certification or other document delivered pursuant to this Plan shall survive termination of this Plan or the Closing Date for a period of 2 years. No claim may be made under this paragraph unless written notice of the claim is given within that 2 year period.
15. Further Assurances. COMMUNICARE and FOUR RIVERS each agrees that from time to time, as and when requested by the other, it will execute, acknowledge, deliver and file all proper deeds, assurances, assignments, bills of sale, assumptions and other documents, and do, or cause to be done, all other acts and things necessary or proper in order to vest, perfect, assure or confirm in INLET HEALTH title to and possession of all the property, rights, privileges, powers, franchises, bank accounts, contracts, patents, copyrights, and stated liabilities of FOUR RIVERS or COMMUNICARE, or otherwise necessary or proper to carry out the intent and purposes of this Plan.
16. Termination of this Plan of Consolidation. In the event of termination and abandonment of the Plan pursuant to the terms hereof, written notice of such termination shall forthwith be given to the non-terminating Party and the agreements and transactions contemplated hereby shall be terminated, nullified, and abandoned upon the delivery of such written notice. After any termination and abandonment of the Plan pursuant to this section, each party shall keep confidential all information provided by the other party pursuant to this Plan which is not in the public domain. This obligation of confidentiality will commence upon the Effective Date and continue indefinitely.

This Plan and the transactions contemplated under this Plan may be terminated and the Consolidation abandoned at any time prior to the Closing Date:
 - (a) By mutual written consent of COMMUNICARE and FOUR RIVERS respective Boards of Directors;
 - (b) By FOUR RIVERS, at any time, in its sole discretion; or
 - (c) By COMMUNICARE, at any time, in its sole discretion.
17. Right to Proceed. In the event that this Plan of Consolidation is terminated or if any of the conditions specified herein are not satisfied, all further obligations of COMMUNICARE and of FOUR RIVERS under this Plan shall terminate without further liability of COMMUNICARE to FOUR RIVERS or FOUR RIVERS to COMMUNICARE.
18. Return of Documents in Event of Termination. In the event of the termination of this Plan for any reason, COMMUNICARE and FOUR RIVERS each shall return to other all documents, work

To COMMUNICARE and its subsidiaries at:

COMMUNICARE, Inc.
107 Cranes Roost Court
Elizabethtown, KY 42701
Attn: Lisa Wise
lawise@COMMUNICARE.org

To FOUR RIVERS and its subsidiaries at:

FOUR RIVERS BEHAVIORAL HEALTH
425 Broadway; Suite 201
Paducah, KY 42001
Attn: Terry Hudspeth
thudspeth@4rbh.org

Any party may change its address for purposes of this paragraph by giving the other parties written notice of the new address in the manner set forth above.

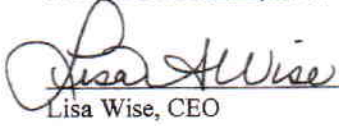
papers, and other materials (including copies) relating to the transactions contemplated by this Plan, whether obtained before or after execution of this Plan. The parties shall not use any information so obtained for any purpose, and will take all practicable steps to return such documents, to destroy them in the event they cannot be returned, or if they can neither be returned nor destroyed, to have such information kept absolutely confidential.

19. Miscellaneous.

- (a) **Amendments.** At any time before or after approval and adoption by the directors of both parties, this Plan may be amended in any manner as may be mutually determined in the judgment of the respective directors of COMMUNICARE and FOUR RIVERS to be necessary, desirable, or expedient in order to clarify the intention of the parties hereto or to effect or facilitate the purposes and intentions of this Plan.
- (b) **Attorney Fees and Costs in Event of Termination.** In the event of the termination of this Plan for any reason, each party shall bear its own costs and expenses, including reasonable attorneys fees.
- (c) **Public Announcement.** Neither COMMUNICARE nor FOUR RIVERS, without the consent of the other, shall make any public announcement or issue any press release with respect to this Plan or the transactions contemplated by it, which consent shall not be unreasonably withheld.
- (d) **Covenant to Operate in the Ordinary Course.** Between the Effective Date and the Closing Date, COMMUNICARE and FOUR RIVERS shall each operate their non-profit businesses in the ordinary course and in a normal manner consistent with past practice. During this period, neither party shall not encumber any asset or enter into any transaction or make any commitment relating to its assets or business otherwise than in the ordinary course of its business (consistent with its prior practices) or take any action that would render inaccurate any representation or warranty contained in this Plan or would cause a breach of any other covenant under this Plan, without first obtaining the written consent of the other party.
- (e) **Governing Law; Successors and Assigns; Counterparts; Entire Agreement.** This Plan (a) shall be construed under and in accordance with the laws of the Commonwealth of Kentucky; (b) shall be binding on and shall inure to the benefit of the parties to the Plan and their respective successors and assigns; (c) may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts shall have been signed by each of the parties and delivered to COMMUNICARE and FOUR RIVERS; and (d) embodies the entire agreement and understanding, superseding all prior agreements and understandings between COMMUNICARE and FOUR RIVERS relating to the subject matter of this Plan.
- (f) **Notices.** All notices, requests, demands, and other communications under this Plan shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the 5th day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, and properly addressed as follows:

IN WITNESS WHEREOF, each of the parties hereto has caused this Plan to be executed by their duly authorized officers.

COMMUNICARE, INC.



Lisa Wise, CEO

Date: 12/12/2023



Bonnie Cecil, Board Chair

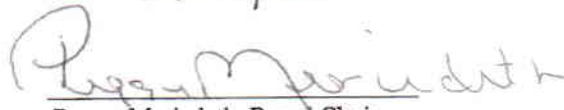
Date: 12/12/2023

WESTERN KENTUCKY REGIONAL MENTAL HEALTH AND MENTAL
RETARDATION ADVISORY BOARD, INC. d/b/a FOUR RIVERS BEHAVIORAL
HEALTH



Terry Hudspeth, CEO

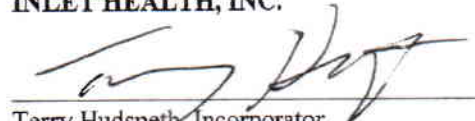
Date: 12/21/23



Peggy Meriedeth, Board Chair

Date: 12-20-23

INLET HEALTH, INC.



Terry Hudspeth, Incorporator

Date: 12/21/23



Lisa Wise, Incorporator

Date: 12/12/2023

ARTICLES OF INCORPORATION
OF
INLET HEALTH, INC.

The undersigned Incorporators execute these Articles of Incorporation for the purpose of forming and do hereby form a no stock, non-profit corporation under laws of the Commonwealth of Kentucky, KRS 273.161, et seq., in accordance with the following provisions:

ARTICLE I - Name

The name of the corporation shall be **INLET HEALTH, INC.**

ARTICLE II – Purposes and Powers

A. INLET HEALTH, INC. is organized exclusively for charitable purposes, including for in-kind purposes, the making of distributions to organizations that qualify as exempt organizations under § 501(c)(3) of the Internal Revenue Code which governs non-profit corporations.

B. In furtherance of the general purposes in paragraph (A), the particular purposes of the corporation is to provide services for mental health for individuals and those with intellectual disabilities as provided for in KRS 210.370 to 210.460, and other services and programs helpful or related thereto.

C. No part of the net earnings of INLET HEALTH, INC. shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that INLET HEALTH, INC. 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 the purpose clause hereof. No substantial part of the activities of the INLET HEALTH, INC. shall be the carrying on of propaganda, or otherwise attempting to influence

legislation, and the organization shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of this document, INLET HEALTH, INC. shall not carry on any other activities not permitted to be carried on (a) by an organization exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or (b) by an organization, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or corresponding section of any future tax code.

ARTICLE III – Directors

The business and affairs of the corporation shall be governed by a board of directors. The number of directors constituting the initial board of directors is five (5). The names and mailing addresses of the persons who are to serve as the initial board of directors are as follows:

1. Peggy Meriedeth of 425 Broadway, Suite 201, Paducah, Kentucky 42001.
2. Jerry Bebout of 425 Broadway, Suite 201, Paducah, Kentucky 42001.
3. Bonnie Cecil of 107 Cranes Roost Court, Elizabethtown, Kentucky 42701.
4. Eric Allen of 107 Cranes Roost Court, Elizabethtown, Kentucky 42701.
5. Dan Simpson of 107 Cranes Roost Court, Elizabethtown, Kentucky 42701.

ARTICLE IV – Registered Office and Registered Agent

The street address of the initial registered office of the corporation is: 107 Cranes Roost Court, Elizabethtown, Kentucky 42701. The name of the initial registered agent at 107 Cranes Roost Court, Elizabethtown, Kentucky 42701 is Lisa A. Wise.

ARTICLE V – Principal Office

The mailing address of the principal office of the corporation is 107 Cranes Roost Court Elizabethtown, Kentucky 42701.

ARTICLE VI – Incorporators

The names of the Incorporators are Lisa Wise, 107 Cranes Roost Court, Elizabethtown, Kentucky 42701 and Terry Hudspeth, 425 Broadway, Paducah, Kentucky 42001.

ARTICLE VII – Assets Upon Dissolution

Upon dissolution of the corporation, any assets remaining after payment of its debts and obligations shall be transferred or distributed to such organizations as shall qualify under Section 501(c)(3) of the Internal Revenue Code, as amended, and the regulations promulgated thereunder, and pursuant to the provisions of KRS 273.303.

This 27 day of December 2023.


LISA WISE, Incorporator


TERRY HUDSPETH, Incorporator

CONSENT OF INITIAL REGISTERED AGENT

Pursuant to the provisions of KRS Chapter 273, the undersigned, as the initial registered agent identified above, hereby consents to serve INLET HEALTH, INC., in the capacity as registered agent until such time as such appointment is terminated or until the undersigned resigns in accordance with the Kentucky Non-profit Corporation Act.


LISA WISE, Registered Agent

PREPARED BY:

STEPHEN W. VANZANT
BELL, HESS & VAN ZANT, PLC
2819 Ring Road, Suite 101
P.O. Box 844
Elizabethtown, KY 42702
(270) 765-4196