

FILED/EFFECTIVE

ARTICLES OF MERGER

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STATE OF IDAHO

STATE OF IDAHO

**GUARDIAN HOME CARE, INC., AN IDAHO CORPORATION AND
BEACON HEALTH ENTERPRISES, INC., AN IDAHO CORPORATION**

INTO

**GUARDIAN HOME CARE, INC.,
AN IDAHO CORPORATION**

IN ACCORDANCE WITH IDAHO CODE § 30-1-1101, ET SEQ.

◆ ◆ ◆

The undersigned, SHANE M. LOAR and LAURA LEE LOAR, being the President and Secretary, respectively, of GUARDIAN HOME CARE, INC., an Idaho Corporation and EARL T. (DUKE) VAN CAMPEN and SHANE M. LOAR, being the President and Secretary, respectively, of BEACON HEALTH ENTERPRISES, INC., an Idaho corporation, do hereby certify as follows:

1. The plan of merger providing for the merger of GUARDIAN HOME CARE, INC. and BEACON HEALTH ENTERPRISES, INC. into GUARDIAN HOME CARE, INC. is set forth in the Agreement and Plan of Merger attached hereto as Exhibit A and incorporated herein by this reference.

2. As to each corporation, the plan of merger was adopted by a consent in writing of the holders of outstanding shares having not less than the minimum number of votes necessary to adopt such plan, as provided by the articles of incorporation of the respective corporations, and in accordance with the Idaho Business Corporation Act.

3. As to each corporation, the number of shares outstanding on the day hereof is as follows:

NAME OF CORPORATION:	NUMBER OF SHARES:	CLASS:
Guardian Home Care, Inc.	1,000	Common Stock
Beacon Health Enterprises, Inc.	1,000	Common Stock

4. As to each corporation, the number of shares voted for and against such Plan of Merger is as follows:

IDAHO SECRETARY OF STATE

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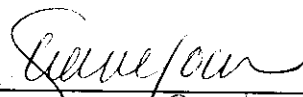
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NAME OF CORPORATION:	VOTED FOR:	VOTED AGAINST:
Guardian Home Care, Inc.	1,000	0
Beacon Health Enterprises, Inc.	1,000	0

IN WITNESS WHEREOF, the parties hereto have caused these Articles of Merger to be duly executed effective as of the 1st day of January, 2001.

GUARDIAN HOME CARE, INC.,
An Idaho Corporation


SHANE M. LOAR, President

ATTEST:


LAURA LEE LOAR, Secretary

BEACON HEALTH ENTERPRISES, INC.,
An Idaho Corporation


EARL T. (DUKE) VAN CAMPEN, President

ATTEST:

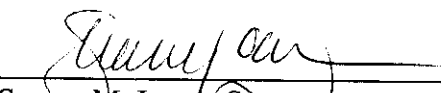

SHANE M. LOAR, Secretary

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER
OF
GUARDIAN HOME CARE, INC., AN IDAHO CORPORATION AND
BEACON HEALTH ENTERPRISES, INC., AN IDAHO CORPORATION



THIS AGREEMENT AND PLAN OF MERGER is made and entered into effective the 1st day of January, 2001, by and among GUARDIAN HOME CARE, INC., an Idaho corporation and BEACON HEALTH ENTERPRISES, INC., an Idaho corporation (collectively, the "Constituent Corporations").

WITNESSETH:

WHEREAS, each of the Constituent Corporations has, subject to approval by their respective shareholders, adopted the plan of merger set forth in this Agreement, and the Constituent Corporations and their respective boards of directors deem it advisable and in the best interest of each of the Constituent Corporations that BEACON HEALTH ENTERPRISES, INC. be merged with and into GUARDIAN HOME CARE, INC. pursuant to the applicable corporation laws of the State of Idaho and Section 368 of the Internal Revenue Code of 1986 (the "Merger");

NOW, THEREFORE, the Constituent Corporations do hereby agree to merge on the terms and conditions herein provided as follows:

1. MERGER.

(a) **GOVERNING LAW.** BEACON HEALTH ENTERPRISES, INC. will be merged into GUARDIAN HOME CARE, INC. in accordance with the applicable laws of the State of Idaho. GUARDIAN HOME CARE, INC. shall be the surviving corporation (the "Surviving Corporation") and shall be governed by the laws of the State of Idaho.

(b) **EFFECTIVE DATE.** The "Effective Date" of the Merger shall be, and such term as used herein shall mean, 5:00 p.m., M.S.T., of the day on which Articles of Merger are filed in the office of the Secretary of State of the State of Idaho, all after satisfaction of the requirements of applicable laws of the states prerequisite to such filings.

2. SHARE CONVERSION.

(a) **STOCK OF THE CONSTITUENT CORPORATIONS.** The stock of GUARDIAN HOME CARE, INC. is currently held one hundred percent (100%) by SHANE M. LOAR. The stock of BEACON HEALTH ENTERPRISES, INC. is currently held fifty percent (50%) by SHANE M. LOAR and fifty percent (50%) by EARL T. (DUKE) VAN CAMPEN. On the Effective Date, each share of common stock of the Constituent Corporations issued and outstanding immediately prior to the merger shall be combined with and merged into the existing outstanding shareholdings of the common stock of GUARDIAN HOME CARE, INC. From and after the Effective Date, each holder of an outstanding certificate representing shares of common stock of the Constituent Corporations may, but shall not be required to, surrender his or her certificate to GUARDIAN

HOME CARE, INC. for cancellation, with each such holder or transferee entitled to receive new certificates representing shares of common stock of GUARDIAN HOME CARE, INC. Until so surrendered or presented for transfer, each outstanding certificate which, prior to the Effective Date represented shares of common stock of the Constituent Corporations, shall be deemed for all purposes to be merged into the existing certificates for shares of common stock of GUARDIAN HOME CARE, INC. determined under this paragraph.

Currently, the stock issued and outstanding in the Constituent Corporations is held as follows:

SHAREHOLDER	GUARDIAN HOME CARE, INC.	BEACON HEALTH ENTERPRISES, INC.
Shane M. Loar	1,000 Voting	500 Voting
Earl T. (Duke) Van Campen	0	500 Voting

After the merger, the stock issued and outstanding in the Surviving Corporation will be held as follows:

SHAREHOLDER	GUARDIAN HOME CARE, INC.	BEACON HEALTH ENTERPRISES, INC.
Shane M. Loar	1,500 Voting	0
Earl T. (Duke) Van Campen	500 Voting	0

3. EFFECT OF THE MERGER.

(a) **RIGHTS, PRIVILEGES AND OBLIGATIONS.** On the Effective Date, the Surviving Corporation, without further act, deed or other transfer, shall retain or succeed to, as the case may be, and possess and be vested with all of the rights, privileges, immunities, powers, franchises and authority, of a public as well as of a private nature, of the Constituent Corporations; all property of every description and every interest therein and all debts and other obligations of or belonging to or due to the Constituent Corporations on whatever account shall thereafter be taken and deemed to be held by or transferred to, as the case may be, or vested in the Surviving Corporation without further act or deed; title to any real estate, or any interest therein, vested in the Constituent Corporations shall not revert or in any way be impaired by reason of the Merger; and all of the rights of creditors of the Constituent Corporations shall be preserved unimpaired, and all liens upon the property of the Constituent Corporations shall be preserved unimpaired, and all debts, liabilities, obligations and duties of the Constituent Corporations shall thenceforth remain with or attach to, as the case may be, the Surviving Corporation and may be enforced against it to the same extent as if all of said debts, liabilities, obligations and duties had been incurred or contracted by it.

(b) **ARTICLES OF INCORPORATION AND BYLAWS.** The Articles of Incorporation and Bylaws of GUARDIAN HOME CARE, INC. in effect on the Effective Date shall, from and after the Effective Date, be and continue to be the Articles of Incorporation and Bylaws of the Surviving Corporation unless and until changed as therein provided.

(c) **DIRECTORS AND OFFICERS.** The directors and officers of the Surviving Corporation on the Effective Date are as follows:

Directors:

SHANE M. LOAR
EARL T. (DUKE) VAN CAMPEN

Officers:

President: SHANE M. LOAR
Vice President: EARL T. (DUKE) VAN CAMPEN
Secretary/Treasurer EARL T. (DUKE) VAN CAMPEN

Such directors and officers shall serve until they are removed or replaced in accordance with the Articles of Incorporation and Bylaws of GUARDIAN HOME CARE, INC.

(d) **FURTHER ACTION.** From time to time, as and when requested by the Surviving Corporation, or by its successors or assigns, any party hereto shall execute and deliver or cause to be executed and delivered all such deeds and other instruments, and shall take or cause to be taken all such further or other actions, as the Surviving Corporation, or its successors or assigns, may deem necessary or desirable in order to vest in or confirm to the Surviving Corporation, and its successors or assigns, title to and possession of all the property, rights, privileges, powers and franchises referred to herein and otherwise to carry out the intent and purposes of this Agreement.

4. TERMINATION; AMENDMENT.

(a) **TERMINATION PROVISION.** Anything contained in this Agreement to the contrary notwithstanding, this Agreement may be terminated and the Merger abandoned upon written notice at any time prior to the Effective Date.

(i) by mutual consent of the Constituent Corporations;

(ii) if holders of at least a majority of the outstanding shares of common stock of GUARDIAN HOME CARE, INC. or BEACON HEALTH ENTERPRISES, INC. shall not have voted in favor of the Merger; or

(iii) if there exists a suit, action or other proceeding commenced, pending or threatened, before any court or other governmental agency of the federal or state government, in which it is sought to restrain, prohibit or otherwise adversely affect the consummation of the Merger.

(b) **AMENDMENT PROVISIONS.** Anything contained in this Agreement notwithstanding, this Agreement may be amended or modified in writing at any time prior to the

Effective Date, provided that an amendment made subsequent to the adoption of this Agreement by the shareholders of the Constituent Corporations shall not (i) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the shares of any class or series thereof of the Constituent Corporations, (ii) alter or change any term of the Articles of Incorporation of the Surviving Corporation to be effected by the Merger, or (iii) alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the holders of any class or series thereof of the Constituent Corporations. Subject of the immediately foregoing sentence, the Constituent Corporations may by agreement in writing extend the time for performance of, or waive compliance with, the conditions or agreements set forth herein.

(c) **BOARD ACTION.** In exercising their rights under this Section 4, each of the Constituent Corporations may act by its Board of Directors, and such rights may be so exercised, notwithstanding the prior approval of this Agreement by the shareholders of the Constituent Corporations.

IN WITNESS WHEREOF, this Agreement, having first been duly approved by resolution of the Board of Directors of each of the Constituent Corporations, is hereby executed on behalf of each of the Constituent Corporations by their respective officers thereunto duly authorized.

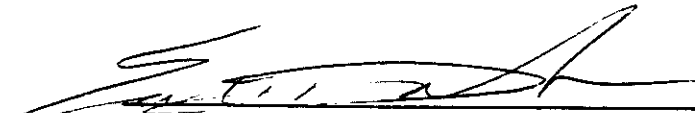
GUARDIAN HOME CARE, INC.,
An Idaho Corporation


SHANE M. LOAR, President

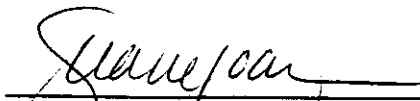
ATTEST:


LAURA LEE LOAR, Secretary

BEACON HEALTH ENTERPRISES, INC.,
An Idaho Corporation


EARL T. (DUKE) VAN CAMPEN, President

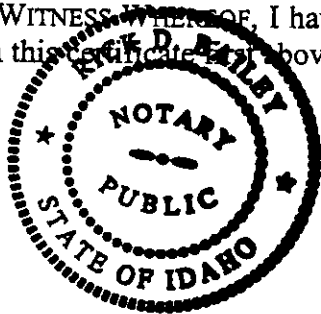
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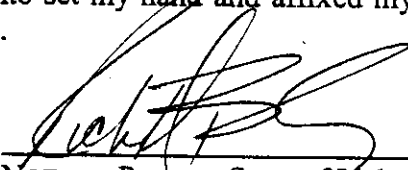

SHANE M. LOAR, Secretary

STATE OF IDAHO)
SS.
COUNTY OF ADA)

On this 29 day of December, 2000, before me, the undersigned Notary Public in and for said State, personally appeared SHANE M. LOAR and LAURA LEE LOAR, known or identified to me to be the President and Secretary, respectively, of GUARDIAN HOME CARE, INC., the within named Idaho corporation that executed the foregoing instrument, and acknowledged to me that they were authorized to execute said instrument for and in behalf of such corporation for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



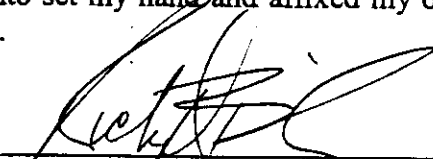

NOTARY PUBLIC, State of Idaho
Residing at Nampa, ID
My commission expires: 8/31/04

STATE OF IDAHO)
SS.
COUNTY OF ADA)

On this 29 day of December, 2000, before me, the undersigned Notary Public in and for said State, personally appeared EARL T. (DUKE) VAN CAMPEN, and SHANE M. LOAR known or identified to me to be the President and Secretary, respectively, of BEACON HEALTH ENTERPRISES, INC., the within named Idaho corporation that executed the foregoing instrument, and acknowledged to me that she was authorized to execute said instrument for and in behalf of such corporation for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.




NOTARY PUBLIC, State of Idaho
Residing at Nampa, ID
My commission expires: 8/31/04