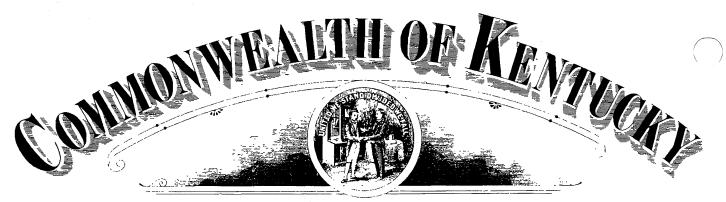
EXHIBIT C



Alison Lundergan Grimes Secretary of State

Certificate

I, Alison Lundergan Grimes, Secretary of State for the Commonwealth of Kentucky, do hereby certify that the foregoing writing has been carefully compared by me with the original thereof, now in my official custody as Secretary of State and remaining on file in my office, and found to be a true and correct copy of

ARTICLES OF INCORPORATION OF

RES-CARE, INC. FILED DECEMBER 16, 1974;

ARTICLES OF AMENDMENT FILED MAY 16, 1977;

ARTICLES OF MERGER OF KENTUCKY POLYTECHNIC INSTITUTE, INC.INTO RESCARE, INC. FILED DECEMBER 1, 1989;

ARTICLES OF MERGER OF RES-CARE HEALTH SERVICES, INC. INTO RES-CARE, INC. FILED DECEMBER 28, 1989; WITH AN EFFECTIVE DATE OF DECEMBER 31, 1989;

ARTICLES OF MERGER OF RES-CARE HEALTH SERVICES OF INDIANA, INC. INTO RES-CARE, INC. FILED DECEMBER 28, 1989; WITH AN EFFECTIVE DATE OF DECEMBER 31, 1989;

ARTICLES OF MERGER OF LINCOLN RESIDENTIAL CENTER, INC. INTO RES-CARE, INC. FILED DECEMBER 28, 1989; WITH AN EFFECTIVE DATE OF DECEMBER 31, 1989;

ARTICLES OF MERGER OF RES-CARE DEVELOPMENT COMPANY, INC. INTO RESCARE, INC. FILED DECEMBER 28, 1989; WITH AN EFFECTIVE DATE OF DECEMBER 31, 1989;

AMENDED AND RESTATED ARTICLES OF INCORPORATION FILED JUNE 19, 1992;



AMENDED AND RESTATED ARTICLES OF INCORPORATION FILED DECEMBER 21, 1992;

ARTICLES OF AMENDMENT TO AMENDED AND RESTATED ARTICLES OF INCORPORATION FILED JUNE 12, 1997;

ARTICLES OF AMENDMENT TO AMENDED AND RESTATED ARTICLES OF INCORPORATION FILED JUNE 23, 2004;

ARTICLES OF SHARE EXCHANGE OF RES-CARE, INC. AND ONEX RESCARE ACQUISITION, INC. FILED DECEMBER 22, 2010;

ARTICLES OF MERGER OF ONEX RESCARE HOLDCO II, LLC AND RES-CARE, INC. FILED DECEMBER 22, 2010;

ARTICLES OF MERGER OF ONEX RESCARE ACQUISITION CORP. AND RES-CARE, INC. FILED DECEMBER 22, 2010

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal at Frankfort, Kentucky, this 4th day of March, 2015.

E STERETARY OF STERE

Alison Lundergan Grimes Secretary of State

Commonwealth of Kentucky

mmoore/0044038 - Certificate ID: 161100

ommonwealth of Gentucky OFFICE OF SECRETARY OF STATE

THELMA L. STOVALL Secretary

SECRETARY OF STATE



FRANKFORT.

ARTICLES OF INCORPORATION

| certify that Articles of I | | S Rentaeny, as nevery |
|--|-----------------------------|--------------------------------|
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| and address is | MORGANFIELD, KENTUC | KY 42437 |
| tion have been paid. | | |
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| STATE OF THE | Given under my hand and | scal of Office as Secretary of |
| | State, at Frankfort, Kentuc | |
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Commonwealth of Nentucky

ARTICLES OF INCORPORATION OF RES-CARE, INC.

Know all men by these presents:

That JAMES R. FORNEAR, ALBERT J. SHAFTER, SPIRO B.
MITSOS, and J. D. RUARK have associated themselves together
for the purpose of organizing a corporation pursuant to the
laws of the Commonwealth of Kentucky, and they do hereby adopt
the following Articles of Incorporation:

- The name of the corporation shall be Res-Care,

 Inc..
 - The period of duration shall be perpetual.
- 3. The purposes for which the corporation is organized shall be to provide a broad range of training and residential services to be offered either as direct services of the corporation or as contracted services to individuals, groups or agencies desiring to provide these services to the public. Clients are anticipated to be from two segments of society who have need for specialized training and residential care needs, such as physically emotional or mentally handicapped, underprivileged or aged, and for the transaction of all other lawful business for which corporations may be incorporated under Chapter 271A of the Kentucky Revised Statutes.
- The agent for service of process shall be J. D.
 Rwark, 107 S. Morgan Street, Morganfield, Kentucky 42437.
- 5. The principal office or place for transaction of business of the corporation shall be 107 S. Morgan Street, Morganfield, Kentucky.
- 6. The names and addresses of the parties forming this corporation are:

Name

Address

James R. Fornear

Breckinridge Job Corps Center Morganfield, Kentucky 42437

Dr. Spiro B. Mitsos

The Rehabilitation Center 3710 Bellemeade Avenue Evansville, Indiana

Dr. Albert J. Shafter

Bowens Childrens Center Harrisburg, Illinois 62946

J. D. Ruark

107 S. Morgan Street Morganfield, Kentucky 42437

7. The number of directors shall not be less than one nor more than seven. The number of directors constituting the initial board of directors and the names and addresses of the persons who are to serve as directors until the first annual meeting of shareholders or until their successors be elected and qualify are:

Name

Address

James R. Fornear

Breckinridge Job Corps Center Morganfield, Kentucky 42437

Dr. Spiro B. Mitsos

The Rehabilitation Center 3710 Bellemeade Avenue Evansville, Indiana

Dr. Albert J. Shafter

Bowens Childrens Center Harrisburg, Illinois 62946

J. D. Ruark

107 S. Morgan Street Morganfield, Kentucky 42437

Commonwealth of Kentucky) SCT:
County of Union)

I. French Colored. a Notary Public, do certify that the foregoing Articles of Incorporation were this day produced to me by the parties in said County and State and then and there acknowledged before me by James R. Fornear, Spiro B. Mitsos, Albert J. Shafter and J. D. Ruark to be their act and deed this day of December, 1974.

Notary Public

My Commission Expires:

(SEAL)

ORIGINAL COPY
FILED
SECRETARY OF STATE OF KENTUCKY

DEC 1 6 1974

Theone L Stocker

ommonwealth of Hentucky OFFICE OF SECRETARY OF STATE

DREXELL R. DAVIS Secretary



FRANKFORT. KENTUCKY

CERTIFICATE OF AMENDMENT TO ARTICLES OF INCORPORATION

i, DREXELL R. DAVIS, Secretary of State of the Commonwealth of Kentucky, do · hereby certify that Amended Articles of Incorporation of

amended pursuant to Kentucky Revised Statutes, 271A, (1978) duly signed and verified or acknowledged according to law, have been filed in my office by said corporation, and that all taxes, fees and charges payable upon the filing of said Articles of Amendment have been paid.



| Given | under my hand and seal of | |
|----------|------------------------------|-----------------------|
| State, e | at Frankfort, Kentucky, this | 16th |
| day of | MAY | , 19. 77 . |

ORIGINAL COPY.
FILED
BECRETARY OF STATE OF EXHTUCKY
PROMPOUT, REPROCEST

MAY 16 1977

AMENDMENT TO ARTICLES OF INCORPORATION

OF RES-CARE, INC.

SECRETARY OF STAT.

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MAY 1 6 1977

LO SON

Commonwealth of Kentucky

58270

We, the undersigned, being the President and Secretary of Res-Care, Inc., do hereby certify that a waiver of notice of a meeting of the stockholders was signed by all stockholders at a meeting of the stockholders for the specific purpose of amending Article 8 of the Articles of Incorporation of Res-Care, Inc.; that said meeting was held on the 13th day of May, 1977, at the offices of Res-Care, Inc., 107 South Morgan Street, Morganfield, Kentucky, and the following amendment to the Articles of Incorporation was adopted by the vote of the entire capital stock of the company by the following resolution:

Be it resolved that the Articles of Incorporation of Res-Care, Inc. be amended so that Article 8 of the Articles of Incorporation of the company shall read as follows:



In witness whereof, this instrument has been signed and acknowledged by James R. Fornear, President of Res-Care, Inc., and J. D. Ruark, Secretary of Res-Care, Inc., this 13th day of May, 1977.

Secretary

STATE OF KENTUCKY)

COUNTY OF UNION)

The foregoing instrument was acknowledged before me, this 13th day of May, 1977, by James R. Fornear and J. D. Ruark, President and Secretary respectively of Res-Care, Inc., a Kentucky corporation, on behalf of the corporation.

NOTARY (FUBLIC

My Commission Expires: 4-9-1980 (SEAL)

STATE OF KENTUCKY SCT COUNTY OF UNION

I, JOAN JOHNSON, a Notary Public, do hereby certify that on this, 13th day of May, 1977, personally appeared before me JAMES R. FORNEAR, who, being first duly sworn, declared that he is the President of Res-Care, Inc.; that he signed the foregoing document as President of the corporation, and that the statements therein contained are true.

My Commission Expires: 4-7-1980.

(SEAL)

Prepared by J. D. Ruark, Attorney at Law, Morganfield, Kentucky

J LI Knark

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| V. 13 | Tal I | NYY. | RES-CARE, | INC. 44038 | | |

Pursuant to the provisions of KRS 271B.11-010 and KRS 271B.11-050, Res-Care, Inc., a Kentucky corporation (the "Surviving Corporation"), does hereby certify that:

- 1. The Plan and Agreement of Merger (the "Agreement") attached to these Articles of Merger as Exhibit A, has been approved and adopted by the Board of Directors of the Surviving Corporation and the Boards of Directors of Kentucky Polytechnic Institute, Inc., a Kentucky corporation (the "Merging Corporation").
- 2. The Agreement was approved by the sole shareholder of the Merging Corporation by written consent on December 1, 1989. Approval of the Agreement by the shareholders of the Surviving Corporation is not required pursuant to KRS 271B.11-030(7).
- 3. The effective date and time of the merger of the Merging Corporation into the Surviving Corporation shall be upon filing with the Secretary of State.

Corporation this 1st day of December, 1989.

RES-CARE, INC.

By: E. Joseph Faris, President

COMMUNICATION OF REAL JORY

The foregoing Articles of Morger were ecknowledged before so this let day of December, 1989, by S. Joseph

Paris, President of Res-Care, Inc., on behalf of the Corporation.

IN THETINOWY WERROP, witness my signature and notarial seal this let day of December, 1989.

(SEAL)

My comission expires:

THIS INSTRUMENT WAS PREPARED BY:

KIRN REED HARPER & HISINGER

2450 Maidinger Tower Louisville, NY 40202

(502) 585-2450

IIIE

RECEIVED AND FILED DEC 2 8 1989 DATE RES-CARE HEALTH SERVICES, INC. 4. \$ | 96875 ALIOUNT. EMEMOR DEPOSIT SECRETARY OF STATE RES-CARE, INC. 94 44038 COMMONYEALTH OF KENTUCKY BY_ Pursuant to the provisions of KRS 271B.11-010 and KRS 271B.11-050, Res-Care, Inc., a Kentucky corporation (the "Surviving Corporation"), does hereby certify that: The Plan and Agreement of Merger (the "Agreement") attached to these Articles of Merger as Exhibit A, has been approved and adopted by the Board of Directors of the Surviving Corporation and the Boards of Directors of Res-Care Health Services, Inc., a Kentucky corporation (the "Merging Corporation"). The Agreement was approved by the shareholders of the Merging Corporation by unanimous written consent on <u>December 6. 1787</u>. Approval of the Agreement by the shareholders of the Surviving Corporation is not required pursuant to KRS 271B.11-030(7). The effective date and time of the merger of the Merging Corporation into the Surviving Corporation shall be 11:59 p.m. on December 31, 1989. WITNESS the signature of the President of the Surviving Corporation this 6th day of December, 1989. RES-CARE, INC. COMMONWEALTH OF KENTUCKY

The foregoing Articles of Merger were acknowledged before me this 624 day of December, 1989, by E. Joseph Paris, President of Res-Care, Inc., on behalf of the Corporation.

COUNTY OF JEFFERSON

SS

IN TESTINONY WHEREOF, vitness ay signature and notarial seal this La day of December, 1989.

(SEAL)

Ny commission expires: | |2 | 22 | 90 | |

THIS INSTRUMENT WAS PREPARED BY:

William G. Strench
HIRN REED HARPER & EISINGER
2450 Heidinger Tower
Louisville, KY 40202
(502) 585-2450

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Pursuant to the provisions of KRS 271B.11-010, KRS 271B.11-050 and KRS 271B.11-070, Res-Care, Inc., a Kentucky corporation (the "Surviving Corporation"), does hereby certify that:

- 1. The Plan and Agreement of Merger (the "Agreement") attached to these Articles of Merger as Exhibit A, has been approved and adopted by the Board of Directors of the Surviving Corporation and the Boards of Directors of Res-Care Health Services of Indiana, Inc., an Indiana corporation (the "Merging Corporation").
- 3. Approval of the Agreement by the shareholders of the Merging Corporation is not required under the laws of the State of Indiana. Approval of the Agreement of the shareholders of the Surviving Corporation is not required pursuant to KRS 271B.11-030(7).
- 3. The effective date and time of the merger of the Merging Corporation into the Surviving Corporation shall be 11:59 p.m. on December 31, 1989.

WITNESS the signature of the President of the Surviving Corporation this 26th day of December, 1989.

RES-CARE, INC.

By: 7. Jour Card E. Usseph Paris, President

COMMONWEALTH OF KENTUCKY SS COUNTY OF JEFFERSON

The foregoing Articles of Merger were acknowledged before me this 264 day of December, 1989, by E. Joseph Paris, President of Res-Care, Inc., on behalf of the Corporation.

IN TESTIMONY WHEREOF, witness my signature and notarial seal this 26 day of December, 1989.

Hy commission expires: 3 - 11 - 93

THIS INSTRUMENT WAS PREPARED BY:

William G. Strench

HIRN REED HARPER & EISINGER

2450 Meidinger Tower

Louisville, RY 40202

(502) 585-2450

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Pursuant to the provisions of KRS 271B.11-010, KRS 271B.11-050 and KRS 271B.11-070, Res-Care, Inc., a Kentucky corporation (the "Surviving Corporation"), does hereby certify that:

- 1. The Plan and Agreement of Merger (the "Agreement") attached to these Articles of Merger as Exhibit A, has been approved and adopted by the Board of Directors of the Surviving Corporation and the Boards of Directors of Lincoln Residential Center, Inc., a Mississippl corporation (the "Merging Corporation").
- 2. Approval of the Agreement by the shareholders of the Merging Corporation is not required under the laws of the State of Mississippi. Approval of the Agreement of the shareholders of the Surviving Corporation is not required pursuant to KRS 271B.11-030(7).
- 3. The <u>effective date</u> and time of the merger of the Merging Corporation into the Surviving Corporation shall be 11:59 p.m. on <u>December</u> 31, 1989.

WITMESS the signature of the President of the Surviving Corporation this 6th day of December, 1989.

RES-CARE, INC.

y: 2. Jourh Paris, President

COMMONWEALTH OF KENTUCKY

SS

COUNTY OF JEFFERSON

The foregoing Articles of Merger were acknowledged before me this <u>CA</u> day of December, 1989, by E. Joseph Paris, President of Res-Care, Inc., on behalf of the Corporation.

IN TESTIMONY WHEREOF, witness my signature and notarial seal this 67% day of December, 1989.

(SEAL)

Sotary Public

My commission expires:

12/22/90

THIS INSTRUMENT WAS PREPARED BY:

William G. Strench

HIRN REED HARPER & EISINGER

2450 Meidinger Tower

Louisville, KY 40202

(502) 585-2450

IID

ARTICLES OF AMENDMENT AND RESTATEMENT TO THE ARTICLES OF INCORPORATION OF RES-CARE, INC. #49039

- 1. The name of the Corporation is Res-Care, Inc.
- 2. The amendment adopted amends and restates the Corporation's Articles of Incorporation in their entirety to read as set forth on Exhibit A attached hereto and incorporated herein (the "Amendment").
- 3. The foregoing Amendment required shareholder approval, which approval was given at the annual meeting of the Corporation's shareholders duly called and held on April 26, 1990.

| IN WITNESS WHEREOF, the Amended and Restated Articles the Corporation this <u>26th</u> day | undersigned has executed these of Incorporation on behalf of of April, 1990. |
|--|--|
| | RES-CARE, INC. 598648 |
| | By: Rin & Mity |
| | Spiro B. Mitsos, Secretary and Treasurer |
| THIS INSTRUMENT WAS PREPARED | BY: |

Gary R. Weitkamp, Esq.
Hirn Reed Harper & Bisinger
2450 Meidinger Tower
Louisville, KY 40202

BREMER EHRLER
SECRETARY OF STATE
COMMONWEALTH OF KENTUCKY

EXHIBIT A

AMENDED AND RESTATED ARTICLES OF INCORPORATION OF RES-CARE, INC.

ARTICLE I

<u>Name</u>

The Corporation's name shall be Res-Care, Inc.

ARTICLE II

Duration

The Corporation's duration shall be perpetual.

ARTICLE III

Purposes

The Corporation's purposes shall be to transact any and all lawful business for which corporations may be incorporated under the Kentucky Business Corporation Act ("KBCA").

ARTICLE IV

Authorized Shares

ARTICLE V

Preemptive Rights

ARTICLE VI

Board of Directors

The affairs of the Corporation shall be managed and conducted by a Board of Directors. The number of directors shall be determined in the manner prescribed from time to time by the Bylaws of the Corporation.

ARTICLE VII

Registered Office: Registered Agent

The street address of the registered office of the Corporation is 1300 Embassy Square Office Park, Louisville, Kentucky 40299 (Jefferson County), Kentucky, and the name of the registered agent at such office is James R. Fornear.

ARTICLE VIII

Principal Office

The mailing address of the principal office of the Corporation is 1300 Embassy Square Office Park, Louisville, Kentucky 40299

ARTICLE IX

Indemnification and Insurance

A. Right to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal, (hereinafter a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or igent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director,

officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent, shall be indemnizied and held harmless by the Corporation to the fullest extent authorized by the KBCA, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment), against all expense, liability and loss (including attorney's fees, judgements, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such person in connection therewith, and such indemnification shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that, except as provided in paragraph B hereof, the Corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this paragraph A of Article IX shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that, if the KBCA requires, the payment of such expenses incurred by a director or officer in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such person while a director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of a proceeding, shall be made only upon delivery to the Corporation of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified under this section or otherwise. The Corporation may, by action of its Board of Directors, provide indemnification to employees and agents of the Corporation with the same scope and effect as the foregoing indemnification of directors and officers.

B. Right of Claimant to Bring Suit. If a claim under paragraph A of this Article IX is not paid in full by the Corporation within 30 days after a written claim has been received by the Corporation, the claimant may, at any time thereafter, bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to

enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Corporation) that the claimant has not met the standard of conduct which makes it permissible under the KBCA for the Corporation to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel or its shareholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the KBCA, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or its shareholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

- C. Non-Exclusivity of Rights. The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article IX shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Articles of Incorporation, Bylaw, agreement, vote of shareholders or disinterested directors or otherwise.
- D. Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any such expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the KBCA.

ARTICLE X

Limitation on Director Liability

A. Scope of Limitation. A director of the Corporation shall not be personally liable to the Corporation or its shareholders for monetary damages for any act or omission constituting a breach of his or her duty as a director, unless such act or omission (i) relates to a transaction in which the director has a personal financial interest which is in conflict with the financial interests of the Corporation or its shareholders; (ii) is not in good faith or

involves intentional misconduct or is known to the director to be a violation of law; (iii) is a vote for cr assent to an unlawful distribution to shareholders as prohibited under KRS 271B.8-330; or (iv) relates to a transaction from which the director derives an improper personal benefit.

- B. Amendment of KBCA. If the KBCA is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the KBCA, as so amended, and without the necessity for further shareholder action in respect thereof.
- C. Repeal or Modification. Any repeal or modification of this Article X by the shareholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation hereunder in respect of any act or omission occurring prior to the time of such repeal or modification.

article XI

Shareholder Action without a Meeting

Any action, except the election of directors, required or permitted by the KBCA to be taken at a shareholders meeting may be taken without a meeting and without prior notice, except as provided below, if the action is taken by shareholders entitled to vote on the action representing not less than 80% of the votes entitled to be cast. Any action taken pursuant to the authority of this Article XI shall be evidenced by one or more written consents describing the action taken, signed by the shareholders taking the action, and delivered to the Corporation for inclusion in the minutes or filing with the corporate records. Any action taken under the authority of this Article XI shall be effective when consents representing the votes necessary to take the action are delivered to the Corporation, or upon delivery of the consents representing the necessary votes, as of a different date if specified in the consent. shareholder giving a consent may revoke the consent by a writing received by the Corporation prior to the time that consents representing the votes required to take the action have been delivered to the Corporation, but may not do so thereafter. Prompt notice of the taking of any action by shareholders without a meeting pursuant to the authority of this Article XI by less than unanimous written consent shall be given to those shareholders entitled to vote on the action who have not consented in writing. If the KBCA

requires that notice of the proposed action be given to non-voting shareholders and the action is to be taken by consent of the voting shareholders under this Article XI, the Corporation shall give its non-voting shareholders and voting shareholders whose consent is not solicited, written notice of the proposed action at least ten days before the action is taken. The notice shall contain or be accompanied by the same material that, under the KBCA, would have been required to be sent to non-voting shareholders in a notice of meeting at which the proposed action would have been submitted to the shareholders for action.

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| | s" De Abres diaer Manne although Klanto | | RES-CARS, INC. p. 44038 | 585579 |

Pursuant to the provisions of KRS 271B.11-010, KRS 271B.11-050 and KRS 271B.11-050, Res-Care, Inc., a Kentucky corporation (the "Surviving Corporation"), does hereby certify that:

- 1. The Plan and Agreement of Merger (the "Agreement") attached to these Articles of Merger as Exhibit A, has been approved and adopted by the Board of Directors of the Surviving Corporation and the Board of Directors of Res-Care Development Company, Inc., a Delaware corporation (the "Merging Corporation").
- 2. The Agreement was approved by the sole share-holder of the Surviving Corporation by unanimous written consent on December 28, 1989 and by the shareholders of the Surging Corporation by unanimous written consent on December 28, 1989.
- 3. The effective date and time of the merger of the Merging Corporation into the Surviving Corporation shall be 12:59 p.m. on December 31, 1989.

WITHESS the signature of the President of the Surviving Corporation this Africal day of December, 1989.

RES-CARE, INC.

By: E. Joseph Paris, President

COUNTY OF JEFFERSON) S.

The foregoing Articles of Merger were acknowledged before me this the day of December, 1989, by E. Joseph Paris, President of Res-Care, Inc., on behalf of the Corporation.

IN TESTIMONY WHEREOF, witness my signature and notarial seal this of day of December, 1939.

(SEAL)

Notary Public

No commission expires: 8/31/93

THIS INSTRUMENT WAS PREPARED BY:

William G. Strench HIRW REED HARPER & EISINGER 2450 Meidinger Tower Louisville, KY 40202

(502) 585-2450

IVD

44038

RECEIVED & FILED

82.00 Jun 19 4 18 PH '92

ARTICLES OF AMENDMENT AND RESTATEMENT TO THE ARTICLES OF INCORPORATION OF

RES-CARE, INC.

Me Name of the Corporation is Res-Care, Inc.

- 2. The amendment adopted amends and restates the Corporation's Articles of Incorporation in their entirety to read as set forth on Exhibit A attached hereto and incorporated herein (the "Amendment").
- 3. The foregoing Amendment required shareholder approval, which approval was given by a written statement of action dated as of June 17, 1992, signed by holders of 489,027 Common Shares (or 81 %) of the Corporation's shares outstanding and entitled to vote on the Amendment, which constitutes sufficient approval of the Amendment under the Corporation's Articles of Incorporation.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Amendment and Restatement on behalf of the Corporation this 18th day of June, 1992.

678554

RES-CARE, INC

Rv:

Title: PRESIDENT/LOC

THIS INSTRUMENT PREPARED BY:

David W. Harper, Esq. Hirn Reed Harper & Eisinger 2450 Meidinger Tower

Louisville, Kentucky 40202

#142766

EXHIBIT A

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
RES-CARE, INC.

ARTICLE I

Name

The Corporation's name shall be Res-Care, Inc.

ARTICLE II

Duraten

The Corporation's duration shall be perpetual.

ARTICLE III

Purposes

The Corporation's purposes shall be to transact any and all lawful business for which corporations may be incorporated under the Kentucky Business Corporation Act ("KBCA").

ARTICLE IV

Principal Office

The mailing address of the principal office of the Corporation is 1300 Embassy Square Office Park, Louisville, Kentucky 40299.

ARTICLE V

Registered Office: Registered Agent

The street address of the registered office of the Corporation is 1300 Embassy Square Office Park, Louisville (Jefferson County), Kentucky 40299, and the name of the registered agent at such office is James R. Fornear.



Authorized Shares



ARTICLE VII

Share Distributions

ARTICLE VIII

Board of Directors

- A. Number. The affairs of the Corporation shall be managed and conducted by its Board of Directors. The number of directors of the Corporation shall be such number as shall be from time to time specified in or fixed in accordance with the Bylaws.
- B. Classes of Directors. If the number of directors of the Corporation shall at any time equal or exceed nine, then at such time the Board of Directors shall be divided into three

classes. Class 1. Class II and Class III, that shall be as nearly equal in number as possible; provided, however, that the number of directors in any one class may not exceed the number of directors in any other class by more than one. The initial allocation of directors among classes shall be established by resolution adopted by a majority of the Board of Directors.

- C. Terms of Office. Each director shall serve for a term ending on the date of the first Annual Meeting following the Annual Meeting at which such director was elected, unless the Board of Directors has been classified as provided in Paragraph B of Article VIII. If the Board of Directors has been classified as provided in Paragraph B of Article VIII, then each initial director in Class I shall serve for a term ending on the first Annual Meeting following the Annual Meeting at which such director was elected; each initial director in Class II shall serve for a term ending on the second Annual Meeting following the Annual Meeting at which such director was elected; and each initial director in Class III shall serve for a term ending on the third Annual Meeting following the Annual Meeting at which such Director was elected. At each Annual Meeting held after the initial election of directors according to classes, the directors chosen to succeed those whose terms have expired shall be identified as being of the same class of directors they succeed and shall be elected to serve for a term ending on the third Annual Meeting following the Annual Meeting at which they were elected. In all cases, each director shall serve until his successor is duly elected and qualified or until his death, resignation or removal.
- D. Removal. Any director or directors or the entire Board of Directors may be removed from office at any time, but only for cause and by the affirmative vote of the holders of a majority of all shares of the Corporation outstanding and then entitled to vote generally in an election of directors, voting together as a single class. Notwithstanding the immediately preceding sentence, if less than the entire Board of Directors is to be removed, no one of the directors may be removed if the votes cast against his removal would be sufficient to elect him if then cumulatively voted at an election of the entire Board of Directors, or, if there be classes of directors, at an election of the class of directors of which he is a part.



ARTICLE IX

Limitation on Director Liability

- A. Scope of Limitation. A director of the Corporation shall not be personally liable to the Corporation or its shareholders for monetary damages for any act or omission constituting a breach of his or her duty as a director, unless such act or omission (i) relates to a transaction in which the director has a personal financial interest which is in conflict with the financial interests of the Corporation or its shareholders; (ii) is not in good faith or involves intentional misconduct or is known to the director to be a violation of law; (iii) is a vote for or assent to an unlawful distribution to shareholders as prohibited under KRS 271B.8-330; or (iv) relates to a transaction from which the director derives an improper personal benefit.
- B. Amendment of KBCA. If the KBCA is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the KBCA, as so amended, and without the necessity for further shareholder action in respect thereof.
- C. Reneal or Modification. Any repeal or modification of this Article IX by the shareholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation hereunder in respect of any act or omission occurring prior to the time of such repeal or modification.

ARTICLE X

Independication and Insurance

A. Right to Independification. Each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal, (hereinafter a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the KBCA, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment), against all expense, liability and loss (including attorney's fees, judgements, fines, ERISA excise taxes or penalties and amounts paid or to be paid in

settlement) reasonably incurred or suffered by such person in connection therewith, and such indemnification shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators: provided, however, that, except as provided in paragraph B hereof, the Corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this paragraph A of Article X shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that, if the KBCA requires, the payment of such expenses incurred by a director or officer in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such person while a director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of a proceeding, shall be made only upon delivery to the Corporation of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified under this section or otherwise. The Corporation may, by action of its Board of Directors, provide indemnification to employees and agents of the Corporation with the same scope and effect as the foregoing indemnification of directors and officers.

- Right of Claimant to Bring Suit. If a claim under paragraph A of this Article X is not paid in full by the Corporation within 30 days after a written claim has been received by the Corporation, the claimant may at any time thereafter, bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Corporation) that the claimant has not met the standard of conduct which makes it permissible under the KBCA for the Corporation to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the Neither the failure of the Corporation (including its Board of Directors, independent legal counsel or its shareholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the KBCA, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or its shareholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.
- C. Non-Exclusivity of Richts. The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article X shall not be exclusive of any other right which any person may have or hereafter

acquire under any statute, provision of the Articles of Incorporation, Bylaw, agreement, vote of shareholders or disinterested directors or otherwise.

D. Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any such expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the KBCA.

ARTICLE XI

Consideration of Certain Factors

The Board of Directors may base its response to any offer of another party to: (a) make a tender or exchange offer for any equity security of the Corporation (b) merge or consolidate the Corporation with another corporation, or (c) purchase or otherwise acquire all or substantially all of the properties and assets of the Corporation (collectively, "Acquisition Proposals") upon an evaluation of the best interests of the Corporation and its shareholders and such other factors as it deems relevant in considering the Acquisition Proposal, including, without limitation, the following:

- (a) The consideration being offered in the Acquisition Proposal, not only in relation to the then current market value of the Corporation's stock but also in relation to (i) the Board of Directors' then current estimate of the current or future value of the Corporation in a freely negotiated transaction, (ii) the Board of Directors' then current estimate of the future value of the Corporation as an independent entity:
- (b) The social, legal and economic effects upon the Corporation and its subsidiaries and the employees, suppliers, clients and others having similar relationships with the Corporation and its subsidiaries, and other elements of the communities in which the Corporation and its subsidiaries operate or are located; and
- (c) The competence, experience and integrity of the acquiring party or parties and its or their management.

ARTICLE XII

Amendment, Repeal, Etc.

Any provision in these Articles of Incorporation or in the Bylaws of the Corporation to the contrary notwithstanding, the affirmative vote of the holders of at least 80% of all shares

of the Corporation outstanding and then entitled to vote generally in an election of directors, voting together as a single class, shall be required to alter, amend, supplement or repeal Articles VIII or XII hereof or to adopt any provision inconsistent therewith.

ARTICLE XIII

Shareholder Action without a Meeting

Any action, except the election of directors, required or permitted by the KBCA to be taken at a shareholders meeting may be taken without a meeting and without prior notice, except as provided below, if the action is taken by shareholders entitled to vote on the action representing not less than 80% of the votes entitled to be cast. Any action taken pursuant to the authority of this Article XIII shall be evidenced by one or more written consents describing the action taken, signed by the shareholders taking the action, and delivered to the Corporation for inclusion in the minutes or filing with the corporate records. Any action taken under the authority of this Article XIII shall be effective when consents representing the votes necessary to take the action are delivered to the Corporation, or upon delivery of the consents representing the necessary votes, as of a different date if specified in the consent. Any shareholder giving a consent may revoke the consent by a writing received by the Corporation prior to the time that consents representing the votes required to take the action have been delivered to the Corporation, but may not do so thereafter. Prompt notice of the taking of any action by shareholders without a meeting pursuant to the authority of this Article XIII by less than unanimous written consent shall be given to those shareholders entitled to vote on the action who have not consented in writing. If the KBCA requires that notice of the proposed action be given to non-voting shareholders and the action is to be taken by consent of the voting shareholders under this Article XIII, the Corporation shall give its non-voting shareholders and voting shareholders whose consent is not solicited, written notice of the proposed action at least ten days before the action is taken. The notice shall contain or be accompanied by the same material that, under the KBCA, would have been required to be sent to non-voting shareholders in a notice of meeting at which the proposed action would have been submitted to the shareholders for action.

44038-A

ARTICLES OF AMENDMENT AND RESTATEMENT TO THE ARTICLES OF INCORPORATION OF

RES-CARE, INC.

#44038-golat

- 1. The name of the Corporation is Res-Care, Inc.
- 2. The amendment adopted amends and restates the Corporation's Articles of Incorporation in their entirety to read as set forth on Exhibit A attached hereto and incorporated herein (the "Amendment").
- 3. The foregoing Amendment required shareholder approval, which approval was given by a written statement of action dated as of June 17, 1992, signed by holders of 489,027 Common Shares (or 81%) of the Corporation's shares outstanding and entitled to vote on the Amendment, which constitutes sufficient approval of the Amendment under the Corporation's Articles of Incorporation.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Amendment and Restatement on behalf of the Corporation this 18th day of December, 1992.

res-care, inc.

Bø:

Ronald G. Geary, President

Chief Operating Officer

THIS INSTRUMENT PREPARED BY:

Charles E. Scholtz, Egg.

Hirn Reed & Harper 2000 Heidinger Tower

Louisville, Kentucky 40202

(502) 585-2450

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SECURITY OF THE SECURITY

EXHIBIT A

AMENDED AND RESTATED ARTICLES OF INCORPORATION OF RES-CARE, INC.

ARTICLE I

Name

The Corporation's name shall be Res-Care, Inc.

ARTICLE II

Duration

The Corporation's duration shall be perpenual.

ARTICLE III

Purposes

The Corporation's purposes shall be to transact any and all lawful business for which corporations may be incorporated under the Kentucky Business Corporation Act ("KBCA").

ARTICLE IV

Principal Office

The mailing address of the principal office of the Corporation is 1300 Embassy Square Office Park, Louisville, Kentucky 40299.

ARTICLE Y

Registered Office: Registered Agent

The street address of the registered office of the Corporation is 1300 Embassy Square Office Park, Louisville (Jefferson County), Kentucky 40299, and the name of the registered agent at such office is Ronald G. Geary.

ARTICLE VI

Authorized Shares



ARTICLE VII

Share Distributions

ARTICLE VIII

Board of Directors

- A. <u>Number</u>. The affairs of the Corporation shall be managed and conducted by its Board of Directors. The number of directors of the Corporation shall be such number as shall be from time to time specified in or fixed in accordance with the Bylaws.
- B. <u>Classes of Directors</u>. If the number of directors of the Corporation shall at any time equal or exceed nine, then at such time the Board of Directors shall be divided into three

classes, Class I, Class II and Class III, that shall be as nearly equal in number as possible; provided, however, that the number of directors in any one class may not exceed the number of directors in any other class by more than one. The initial allocation of directors among classes shall be established by resolution adopted by a majority of the Board of Directors.

- C. Terms of Office. Each director shall serve for a term ending on the date of the first Annual Meeting following the Annual Meeting at which such director was elected, unless the Board of Directors has been classified as provided in Paragraph B of Article VIII. If the Board of Directors has been classified as provided in Paragraph B of Article VIII, then each initial director in Class I shall serve for a term ending on the first Annual Meeting following the Annual Meeting at which such director was elected; each initial director in Class II shall serve for a term ending on the second Annual Meeting following the Annual Meeting at which such director was elected; and each initial director in Class III shall serve for a term ending on the third Annual Meeting following the Annual Meeting at which such Director was elected. At each Annual Meeting held after the initial election of directors according to classes, the directors chosen to succeed those whose terms have expired shall be identified as being of the same class of directors they succeed and shall be elected to serve for a term ending on the third Annual Meeting following the Annual Meeting at which they were elected. In all cases, each director shall serve until his successor is duly elected and qualified or until his death, resignation or removal.
- D. Removal. Any director or directors or the entire Board of Directors may be removed from office at any time, but only for cause and by the affirmative vote of the holders of a majority of all shares of the Corporation outstanding and then entitled to vote generally in an election of directors, voting together as a single class. Notwithstanding the immediately preceding sentence, if less than the entire Board of Directors is to be removed, no one of the directors may be removed if the votes cast against his removal would be sufficient to elect him if then cumulatively voted at an election of the entire Board of Directors, or, if there be classes of directors, at an election of the class of directors of which he is a part.



ARTICLE IX

Limitation on Director Liability

- A. Scope of Limitation. A director of the Corporation shall not be personally liable to the Corporation or its shareholders for monetary damages for any act or omission constituting a breach of his or her duty as a director, unless such act or omission (i) relates to a transaction in which the director has a personal financial interest which is in conflict with the financial interests of the Corporation or its shareholders; (ii) is not in good faith or involves intentional misconduct or is known to the director to be a violation of law; (iii) is a vote for or assent to an unlawful distribution to shareholders as prohibited under KRS 271B.8-330; or (iv) relates to a transaction from which the director derives an improper personal benefit.
- B. Amendment of KBCA. If the KBCA is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the KBCA, as so amended, and without the necessity for further shareholder action in respect thereof.
- C. Repeal or Modification. Any repeal or modification of this Article IX by the shareholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation hereunder in respect of any act or omission occurring prior to the time of such repeal or modification.

ARTICLE X

Indemnification and Insurance

A. Right to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal, (hereinafter a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the KBCA, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment), against all expense, liability and loss (including attorney's fees, judgements, fines, ERISA excise taxes or penalties and amounts paid or to be paid in

settlement) reasonably incurred or suffered by such person in connection therewith, and such indemnification shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that, except as provided in paragraph B hereof, the Corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this paragraph A of Article X shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that, if the KBCA requires, the payment of such expenses incurred by a director or officer in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such person while a director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of a proceeding, shall be made only upon delivery to the Corporation of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified under this section or otherwise. The Corporation may, by action of its Board of Directors, provide indemnification to employees and agents of the Corporation with the same scope and effect as the foregoing indemnification of directors and officers.

- Right of Claiment to Bring Suit. If a claim under paragraph A of this Article X is not paid in full by the Corporation within 30 days after a written claim has been received by the Corporation, the claimant may, at any time thereafter, bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Corporation) that the claimant has not met the standard of conduct which makes it permissible under the KBCA for the Corporation to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the Neither the failure of the Corporation (including its Board of Directors, independent legal counsel or its shareholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the KBCA, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or its shareholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.
- C. <u>Non-Exclusivity of Rights</u>. The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article X shall not be exclusive of any other right which any person may have or hereafter

acquire under any statute, provision of the Articles of Incorporation, Bylaw, agreement, vote of shareholders or disinterested directors or otherwise.

D. <u>Insurance</u>. The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any such expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the KBCA.

ARTICLE XI

Consideration of Certain Factors

The Board of Directors may base its response to any offer of another party to: (a) make a tender or exchange offer for any equity security of the Corporation (b) merge or consolidate the Corporation with another corporation, or (c) purchase or otherwise acquire all or substantially all of the properties and assets of the Corporation (collectively, "Acquisition Proposals") upon an evaluation of the best interests of the Corporation and its shareholders and such other factors as it deems relevant in considering the Acquisition Proposal, including, without limitation, the following:

- (a) The consideration being offered in the Acquisition Proposal, not only in relation to the then current market value of the Corporation's stock but also in relation to (i) the Board of Directors' then current estimate of the current or future value of the Corporation in a freely negotiated transaction, (ii) the Board of Directors' then current estimate of the future value of the Corporation as an independent entity;
- (b) The social, legal and economic effects upon the Corporation and its subsidiaries and the employees, suppliers, clients and others having similar relationships with the Corporation and its subsidiaries, and other elements of the communities in which the Corporation and its subsidiaries operate or are located; and
- (c) The competence, experience and integrity of the acquiring party or parties and its or their management.

ARTICLE XII

Amendment, Repeal, Etc.

Any provision in these Articles of Incorporation or in the Bylaws of the Corporation to the contrary notwithstanding, the affirmative vote of the holders of at least 80% of all shares

of the Corporation outstanding and then entitled to vote generally in an election of directors, voting together as a single class, shall be required to alter, amend, supplement or repeal Articles VIII or XII hereof or to adopt any provision inconsistent therewith.

Calvin. Reen Est A. SA PM Est OS, 2025 A. SA PM

44038

ARTICLES OF AMENDMENT
TO
AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
RES-CARE, INC.

JUN 12 10 00 AM '97

JUN 12 10 00 AM '97

JOHN Y. ESCHATE

BY MONTH TO THE SECRETARY OF STATE

BY MONTH TO THE STA

The undersigned, being the President and Chief Executive Officer of the Corporation, does hereby state as follows:

- 1. The name of the Corporation is Res-Care, Inc.
- 2. The amendment to the Amended and Restated Articles of Incorporation adopted by the Board of Directors and approved at a meeting of the shareholders is as follows:

Articles IV, V and VI of the Amended and Restated Articles of Incorporation are hereby amended such that, as amended, said Articles IV, V and VI shall read in their entirety as follows:

"ARTICLE IV

Principal Office

The mailing address of the principal office of the Corporation is 10140 Linn Station Road, Louisville, Kentucky 40223.

ARTICLE V

Registered Office; Registered Agent

The street address of the registered office of the Corporation is 10140 Linn Station Road, Louisville (Jefferson County), Kentucky 40223, and the name of the registered agent at such office is Ronald G. Geary.

ARTICLE VI

Authorized Shares

FAUSERIVICKERES-CAREVOFFEIT AFT AMD 2

| IN WITNESS WHEREOF, the undersigned has executed these Articles of Amendment on behalf of the Corporation this 24 day of |
|--|
| This instrument prepared by: Gary R, Weitkamp, Esq. REED WEITKAMP SCHELL COX & VICE 2400 Citizens Plaza Louisville, Kentucky 40202 (502) 589-1000 |

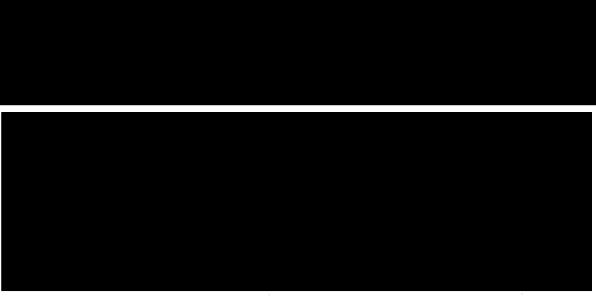
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ARTICLES OF AMENDMENT
TO THE
AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
RES-CARE, INC.

Trey Grayson
Secretary of State
Received and Filed
06/23/2004 10:23:23 AM
Fee Receipt: \$40.00

1. The current name of the corporation is Res-Care, Inc. (the "Corporation").



- (b) As amended, a new subsection C, which sets forth the relative rights, preferences and limitations of the Series A Convertible Preferred Stock, shall be added to Article VI and such subsection shall read in its entirety as set forth in Annex A attached hereto.
- 3. The foregoing amendments do not provide for an exchange, reclassification or cancellation of issued shares of the Corporation.
- 4. These Articles of Amendment were duly adopted by the Board of Directors on May 5, 2004, and did not require shareholder approval.

Executed this 23rd day of June, 2004 by the Chairman, President and Chief Executive Officer of the Corporation.

Ronald G. Geary

Annex A

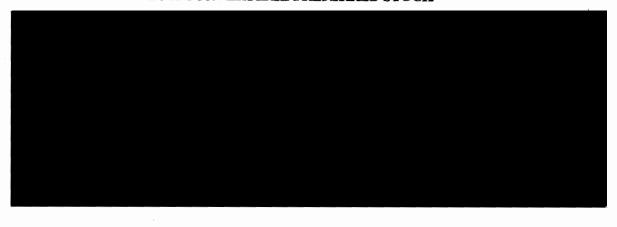
AMENDMENT TO THE ARTICLES OF INCORPORATION OF RES-CARE, INC.

Res-Care, Inc., a Kentucky corporation (the "Corporation"), certifies that pursuant to the authority contained in its Articles of Incorporation (the "Articles of Incorporation"), and in accordance with the provisions of Section 6-020 of the Kentucky Business Corporation Act (the "KBCA"), its Board of Directors (the "Board of Directors") has adopted the following resolution creating a series of its Preferred Stock designated as Series A Convertible Preferred Stock.



FURTHER RESOLVED, that the Corporation's Articles of Incorporation are hereby amended by adding a new Article VI.C to read in its entirety as follows:

C. SERIES A CONVERTIBLE PREFERRED STOCK



Section 10.3 Governing Law. This Agreement, and all claims or causes of action (whether at Law, in contract or in tort) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance hereof or thereof, shall be governed by and construed in accordance with the Laws of the State of Delaware, applicable to contracts negotiated, made and performed in such State, without giving effect to any choice or conflict of Law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause or permit the application of the Laws of any jurisdiction other than the State of Delaware, except matters relating to the fiduciary duties of the Board of Directors of the Company, and internal corporate affairs of the Company (specifically including the corporate procedures applicable to the Share Exchange) shall be governed by the Laws of the Commonwealth of Kentucky.

Section 10.4 Amendment. This Agreement may be amended by the parties hereto by action taken by or on behalf of their respective boards of directors (in the case of the Company, acting through the Special Committee, if such committee still exists, or otherwise by resolution of a majority of the Independent Incumbent Directors) at any time prior to the Effective Time, whether before or after approval of this Agreement by the Company shareholders; provided, however, that from the Acceptance Time until Shareholder Approval has been obtained, this Agreement may not be amended in a manner that would adversely affect the right of the Company's shareholders to receive the Share Exchange Consideration; and, provided, further, that, after Shareholder Approval has been obtained, no amendment may be made which under the KBCA requires the further approval of the Company's shareholders without such further approval. This Agreement may not be amended except by an instrument in writing signed by the parties hereto.

Section 10.5 Specific Performance; Jurisdiction; Enforcement.

The parties agree that irreparable damage would occur and that the parties (a) would not have any adequate remedy at law in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement exclusively in the Chancery Court of the State of Delaware, or in the event (but only in the event) that such court does not have subject matter jurisdiction over such action or proceeding, in the United States District Court for the District of Delaware, this being in addition to any other remedy to which they are entitled at law or in equity. In addition, each of the parties hereto (a) irrevocably submits itself to the personal jurisdiction of the Chancery Court of the State of Delaware (or in the event, but only in the event, that such court does not have subject matter jurisdiction over such action or proceeding, in the United States District Court for the District of Delaware) in the event any dispute arises out of this Agreement or the transactions contemplated by this Agreement, (b) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court and (c) agrees that it will not bring any action relating to this Agreement or the Transactions in any court other than the Chancery Court of the State of Delaware (or in the event, but only in the event, that such court does not have subject matter jurisdiction over such action or proceeding, in the United States District Court for the District of Delaware); provided, however, that if the Company is

required to commence a proceeding for judicial appraisal of Dissenting Shares such proceeding will be brought in the appropriate Circuit Court of the Commonwealth of Kentucky in accordance with the KBCA. Each of the parties hereby irrevocably waives, and agrees not to assert, by way of motion, as a defense, counterclaim or otherwise, in any action or proceeding with respect to this Agreement, (i) any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason other than the failure to serve in accordance with this Section 10.5, (ii) any claim that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (iii) to the fullest extent permitted by the applicable Law, any claim that (A) the suit, action or proceeding in such court is brought in an inconvenient forum, (B) the venue of such suit, action or proceeding is improper or (C) this Agreement, or the subject matter of this Agreement, may not be enforced in or by such courts.

(b) Each of the parties hereby consents to service being made through the notice procedures set forth in Section 10.7 and agrees that service of any process, summons, notice or document by registered mail (return receipt requested and first-class postage prepaid) to the respective addresses set forth in Section 10.7 shall be effective service of process for any suit or proceeding in connection with this Agreement or the Transactions.

Section 10.6 WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING BETWEEN THE PARTIES HERETO ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS.

Section 10.7 Notices. All notices, consents, waivers and other communications required or permitted by this Agreement shall be in writing and shall be deemed given to a party when (a) delivered to the appropriate address by hand or by nationally recognized overnight courier service; or (b) sent by facsimile or e-mail with confirmation of transmission by the transmitting equipment confirmed with a copy delivered as provided in clause (a), in each case to the following addresses, facsimile numbers or e-mail addresses and marked to the attention of the person (by name or title) designated below (or to such other address, facsimile number, e-mail address or person as a party may designate by notice to the other parties), provided, that any communication delivered or sent on a day that is not a business day or after 6:00 p.m., New York City time, on a Business Day shall be deemed to have been delivered or sent on the next following business day; provided further, that the immediately preceding proviso shall not apply to any notification provisions herein set forth in terms of hours, which notifications shall be deemed to have been delivered or sent when actually delivered or sent:

To Purchaser:

c/o Onex Investment Corp.
712 Fifth Avenue
New York, New York 10019
Telecopy: 212-582-0909
Email: bobby@onex.com
Attention: Robert M. Le Blanc

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with copies to:

Kaye Scholer LLP
425 Park Avenue
New York, New York 10022
Telecopy: 212-836-8211
Email: jigreenberg@kayescholer.com

Attention Ind I Committee

Attention: Joel I. Greenberg

To the Company:

Res-Care, Inc.
9901 Linn Station Road
Louisville, Kentucky 40223
Telecopy: 502-394-2164
Email: rgeary@rescare.com
Attention: Ronald G. Geary

with a copy to:

Frost Brown Todd LLC
400 West Market Street, 32nd Floor
Louisville, Kentucky 40202
Telecopy: 502-581-1087
Email: amacdonald@fbtlaw.com
Attention: Alan K. MacDonald

Section 10.8 <u>Assignment; Binding Effect.</u> Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of Law or otherwise) without the prior written consent of the other parties, except that Purchaser may assign, in its sole discretion, any of or all of its rights, interest and obligations under this Agreement to any direct or indirect subsidiary of Onex Corporation or as security to any lender or financial institution providing financing for the Transactions but no such assignment shall relieve Purchaser of its obligations hereunder. Subject to the preceding sentence, this Agreement shall be binding upon and shall be enforceable by and shall inure to the benefit of the parties hereto and their respective successors and assigns.

Section 10.9 <u>Severability</u>. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

Section 10.10 <u>Further Assurances</u>. The parties agree to execute and deliver to each other such other documents and to do such other acts and things, all as the other party may reasonably request for the purpose of carrying out the intent of this Agreement and the documents referred to in this Agreement.

Section 10.11 Entire Agreement; Benefit. This Agreement (including the exhibits and schedules hereto), the Voting Agreement and the Confidentiality Agreement constitute the entire agreement, and supersede all other prior agreements and understandings, both written and oral, between the parties, or any of them, with respect to the subject matter hereof and thereof. This Agreement is not intended to grant and does not grant standing to any person other than the parties except, following the Acceptance Time, for the provisions of Section 7.7. The representations and warranties set forth in Articles V and VI have been made solely for the benefit of the parties to this Agreement and (a) may be intended not as statements of fact, but rather as a way of allocating the risk to one of the parties if those statements prove to be inaccurate; (b) have been qualified by reference to the Company Disclosure Schedule and the Purchaser Disclosure Schedule, each of which contains certain disclosures that are not reflected in the text of this Agreement; and (c) may apply standards of materiality in a way that is different from what may be viewed as material by shareholders of, or other investors in, the Company.

Section 10.12 Waiver.

- (a) At any time prior to the Effective Time, each party hereto may (a) extend the time for the performance of any of the obligations or other acts of the other parties hereto, (b) waive any inaccuracies in the representations and warranties contained herein by any other applicable party or in any document, certificate or writing delivered pursuant hereto by any other applicable party or (c) waive compliance by any party with any of the agreements or conditions contained herein (other than the Minimum Condition). Any agreement on the part of any party to any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such party.
- (b) The failure of any party hereto to exercise any rights, powers or remedies provided under this Agreement, or to insist upon compliance by any other party hereto with its obligations hereunder, and any custom or practice of the parties at variance with the terms hereof, shall not constitute a waiver by such party of its right to exercise any such or other right, power or remedy or to demand such compliance.

Section 10.13 <u>Headings</u>. Headings of the Articles and Sections of this Agreement are for convenience of the parties only and shall be given no substantive or interpretive effect whatsoever. The table of contents to this Agreement is for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 10.14 <u>Interpretation</u>. When a reference is made in this Agreement to an Article or Section, such reference shall be to an Article or Section of this Agreement unless otherwise indicated. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The word "or" shall be deemed to mean "and/or." All terms defined in this Agreement shall have the defined meanings when used in any certificate or other document made or delivered pursuant thereto unless otherwise defined therein. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such term. Any agreement, instrument or statute

defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein. Each of the parties has participated in the drafting and negotiation of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement must be construed as if it is drafted by all the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of authorship of any of the provisions of this Agreement.

[Signature Pages Follow]

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Trey Grayson, Secretary of State Received and Filed: 12/22/2010 1:42 PM Fee Receipt: \$50.00

ARTICLES OF MERGER
OF
ONEX RESCARE HOLDCO II, LLC
AND
RES-CARE, INC.

To the Secretary of State of the Commonwealth of Kentucky:

Pursuant to Section 271B.11-080 of the Kentucky Business Corporation Act, the foreign limited liability company and the domestic business corporation herein named do hereby adopt the following Articles of Merger.

- 1. Onex Rescare Holdco II, LLC, a Delaware limited liability company, and Res-Care, Inc., a Kentucky corporation, are to merge.
- 2. Annexed hereto as <u>Annex A</u> and made a part hereof is the Agreement and Plan of Merger (the "Plan of Merger") for merging Onex Rescare Holdco II, LLC with and into Res-Care, Inc.
 - 3. The name of the surviving business entity in the merger is Res-Care, Inc.
- 4. The merger of Onex Rescare Holdco II, LLC with and into Res-Care, Inc. is permitted by the laws of the State of Delaware, the jurisdiction of organization of Onex Rescare Holdco II, LLC, and the Plan of Merger has been authorized and approved by Onex Rescare Holdco II, LLC in accordance with said laws.
- 5. The Plan of Merger was duly authorized and approved by Res-Care, Inc. in accordance with the applicable provisions of the Kentucky Business Corporation Act.

Executed on December 22, 2010.

ONEX RESCARE HOLDCO II, LLC

By: Mame: Donald F. West

Title: Director

RES-CARE, INC.

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against it to the same extent as if said debts, liabilities, obligations and duties had been incurred or contracted by it.

- Section 1.4 Articles of Incorporation. The articles of incorporation of Res-Care, shall, at the Effective Time, be and constitute the articles of incorporation of the Surviving Entity until amended in the manner provided by law.
- Section 1.5 **Bylaws**. The Bylaws of Res-Care shall, at the Effective Time, be and constitute the Bylaws of the Surviving Entity.
- Section 1.6 Limited Liability Status. The Surviving Entity will retain its limited liability status following the Merger.
- Section 1.7 **Directors.** The persons who are the directors of Res-Care at the Effective Time shall be the directors of the Surviving Entity, until their respective successors are duly elected and qualified.
- Section 1.8 **Officers**. The persons who are the officers of Res-Care at the Effective Time shall be the officers of the Surviving Entity until the board of directors of the Surviving Entity shall otherwise determine.

ARTICLE II CONVERSION OF INTERESTS

Section 2.1 Conversion of Interests. By virtue of the Merger and without any action on the part of Holdco, Res-Care of their respective interest holders, the separate existence of Holdco shall cease and the outstanding membership interests of Holdco shall be extinguished and cancelled.

ARTICLE III MISCELLANEOUS

- Section 3.1 Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein. There are no restrictions, promises, representations, warranties, covenants or undertakings, other than those expressed, set forth or referred to herein. This Agreement supersedes all prior agreements and understandings, oral and written, among the parties hereto with respect to such subject matter hereof.
- Section 3.2 Assignment. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, but neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by either of the parties hereto without the prior written consent of the other party. Nothing in this Agreement, expressed or implied, is intended to confer on any person or entity other than the parties hereto or their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

- Section 3.3 Further Actions. Each of the parties hereto agrees that, subject to its legal obligations, it will use its reasonable best efforts to do all things reasonably necessary to effectuate the transactions contemplated hereby.
- Section 3.4 Section Headings. The section headings contained in this Agreement are inserted for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- Section 3.5 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile transmission or by electronic mail in portable document format (.pdf) shall be as effective as delivery of a manually executed counterpart hereof.
- Section 3.6 Applicable Law. This Agreement and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State of Kentucky, without regard to the conflict of laws rules thereof.
- Section 3.7 Copy of Agreement. This Agreement is on file at the place of business of Res-Care, which is 9901 Linn Station Road, Louisville, KY 40223. A copy of this Agreement will be provided to any shareholder of Res-Care upon request without cost to the shareholder.

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Trey Grayson, Secretary of State Received and Filed: 12/22/2010 1:03 PM Fee Receipt: \$50.00

ARTICLES OF MERGER OF ONEX RESCARE ACQUISITION CORP. AND RES-CARE, INC.

To the Secretary of State of the Commonwealth of Kentucky:

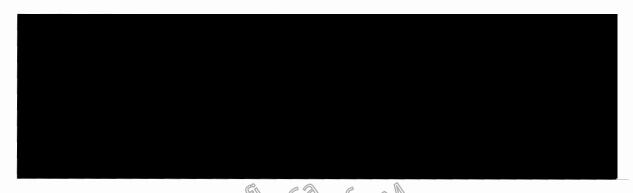
Pursuant to the provisions of the Kentucky Business Corporation Act, the foreign business corporation and the domestic business corporation herein named do hereby adopt the following Articles of Merger.

- 1. Annexed hereto as <u>Annex A</u> and made a part hereof is the Agreement and Plan of Merger (the "<u>Plan of Merger</u>") for merging Onex Rescare Acquisition Corp., a Delaware corporation, with and into Res-Care, Inc., a Kentucky corporation.
 - 2. The name of the surviving business entity in the merger is Res-Care, Inc.
- 3. The merger of Onex Rescare Acquisition Corp with and into Res-Care, Inc. is permitted by the laws of the State of Delaware, the jurisdiction of organization of Onex Rescare Acquisition Corp., and has been authorized in compliance with said laws.
- 4. The designation number of outstanding shares, and number of votes entitled to be cast by each voting group of Res-Care, inc. entitled to vote separately on the Plan of Merger is as follows:



The number of votes cast for the Plan of Merger by each voting group of Res-Care, Inc. was sufficient for the approval thereof by each voting group.

5. The designation, number of outstanding shares, and number of votes entitled to be cast by each voting group of Onex Rescare Acquisition Corp. entitled to vote separately on the Plan of Merger is as follows:



The number of votes cast for the Plan of Merger by each voting group of Onex Rescare Acquisition Corp. was sufficient for the approval thereof by each voting group.

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Executed on December 23, 2010.

ONEX RESCARE ACQUISITION CORP.

By: Name: Donald F. West

Title: Vice-President

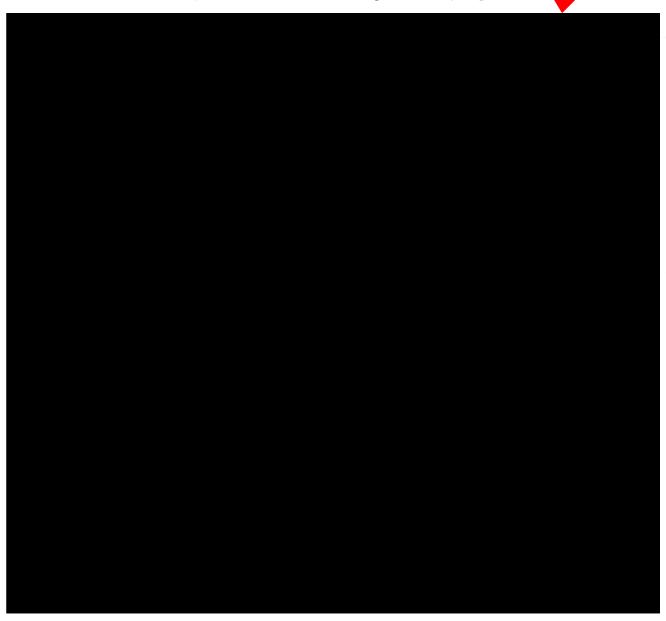
RES-CARE, INC.

Callyin Report A. SA

AMENDED AND RESTATED BYLAWS OF RES-CARE, INC. MARCH 4, 2019

ARTICLE I - OFFICES

1.1 <u>Principal Office</u>. The principal office of the Corporation shall be located in Duisville, Kentucky. The Corporation may have such other offices, either within or outside the Commonwealth of Kentucky, as the business of the Corporation may require from time.





2.5 <u>Meetings by Consent of All Shareholders.</u> If all the shareholders shall meet at any time and place and consent in writing to the holding of a meeting, such meeting shall be valid without call or notice, and at such meeting, any corporate action may be taken.



2.7 <u>Adjournments</u>. Any meeting of shareholders, annual or special may adjourn from time to time to reconvene at the same or some other place, and notice peed not be given of any such adjourned meeting if the time and place thereof is announced at the neeting at which the adjournment is taken. At the adjourned meeting, the Corporation may can act any business which might have been transacted at the original meeting.



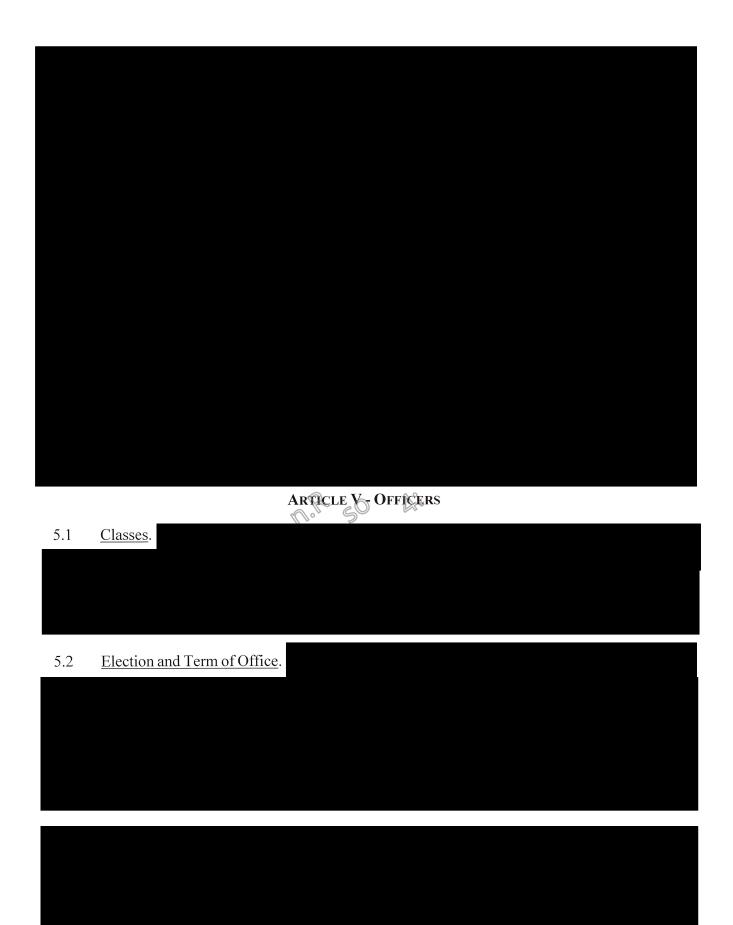
| 2.11 | Attendance at Meeting as Waiver. |
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| | ARTICLE W DIRECTORS |
| 3.1 | General Powers. The business afters of the Corporation shall be managed by its Board of |
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| 3.3 | Removal and Resignations. |
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3.7 <u>Manner of Acting</u>. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless otherwise required by the Articles of Incorporation.

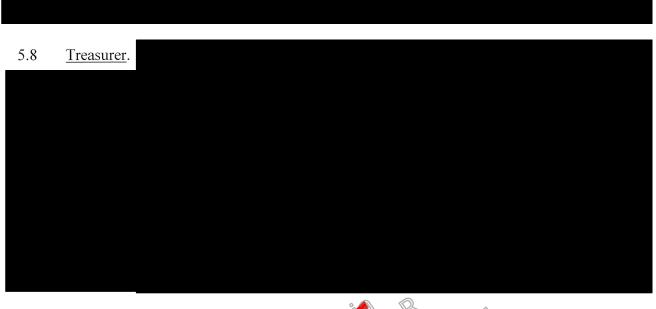


3.11 <u>Action by Written Consent</u>. Any action required or permitted to be taken by the Board of Directors at a meeting may be taken without a meeting if the consent in writing, setting forth the action so taken, shall be signed by all of the directors.



Page 7 of 13

| 5.4 | <u>Vacancies</u> . A vacancy in any office because of death, resignation, removal, disqualification herwise may be filled by the Board of Directors for the unexpired portion of the term. |
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| or our | |
| 5.5 | President. |
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| 5.6 | Vice-Presidents. |
| 3.0 | vice i residents. |
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| | |
| 5.7 | Secretary. |
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Other Officers; Assistant Officers. If the Loard of Directors elects or appoints (i) other officers or (ii) assistants to any other officers, such officers and assistant officers shall exercise such powers and perform such duties as pertain to the respective offices, or as may be conferred upon, or assigned to, them by the President and in the case of assistant officers, the respective officer to whom they are assistants.

ARTICLE V CONTRACTS, LOANS, CHECKS AND DEPOSITS

- 6.1 <u>Contracts</u>. The Board Correctors may authorize any officer or officers, or agent or agents, to enter into any contract and execute and deliver any instruments in the name of and on behalf of the Corporation. Such at hority may be general or confined to specific instances.
- 6.2 Lans an Evidences of Indebtedness. No loan shall be contracted on behalf of the Corporation are no evidence of indebtedness shall be issued in its name, unless authorized by the Board of Directors. Such authorization may be general or confined to specific instances. Loans so authorized by the Board of Directors may be effected at any time for the Corporation from any bank, trust company or other institution, or from any firm, corporation or individual. All bonds, debentures, notes and other obligations or evidences of indebtedness of the Corporation issued for such loans shall be made, executed and delivered as the Board of Directors shall authorize. When so authorized by the Board of Directors, any part of or all of the properties, including contract rights,

assets, business or goodwill of the Corporation, whether then owned or thereafter acquired, may be mortgaged, pledged, hypothecated or conveyed or assigned in trust as security for the payment of such bonds, debentures, notes and other obligations or evidences of indebtedness of the Corporation, and of the interest thereon, by instruments executed and delivered in the name of the Corporation.

6.3 <u>Checks, Drafts, Etc.</u> All checks, drafts or other orders for the payment of money, issued in the name of the Corporation, shall be signed by such person or persons and in such manner as may from time to time be designated by the Board of Directors. Such designations may be general or confined to specific instances.

ARTICLE VII – CERTIFICATES FOR SHARES AND THEIR TRAINER

- Certificates for Shares. If requested, every shareholder shall be entitled to have a certificate certifying the number and type of shares of the Corporation owned by him, signed by, or in the name of the Corporation by, either manually or by facsimile, the side tor a Vice-President and by the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary of the Corporation. Such certificates shall be in such form as may be determined by the Board of Directors and by the laws of the Commonwealth of Kentucky.
- Transfer of Shares. Transfer of shares of shares of the Corporation shall be made only on the books of the Corporation by the registered holder thereof, or by his legal representative who shall furnish proper evidence of authority to can be or by his attorney-in-fact thereunto authorized by power of attorney duly executed and many with the Corporation, and on surrender for cancellation of the certificate for such share. The person in whose name shares stand on the books of the Corporation shall be deemed the owner thereof for all purposes as regards the Corporation.
- 7.3 Lest, Stolon or Destroyed Certificates. A new certificate or certificates may be issued in place of any per ficate or certificates theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of shares to be lost, stolen or destroyed. When issuing a new certificate or certificates, the Corporation, acting through its officers or agents, including any transfer agent or registrar, may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate or certificates, or his legal representative, to give the Corporation a

bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.



ARTICLE X - MISCELLANEOUS

- 10.1 <u>Amendments</u>. The Board of Directors shall have the power and authority to alter, amend or repeal these Bylaws, and to make new Bylaws, by the vote of a majority of the entire Board of Directors, subject always to the power of the shareholders to change or epea such Bylaws.
- 10.2 <u>Fiscal Year</u>. The Board of Directors shall have the power of fix, and from time to time change, the fiscal year of the Corporation.
- 10.3 <u>Seal</u>. The Board of Directors may adopt a corporate eal which shall be circular in form and shall have inscribed thereon the name of the Corporation, and other appropriate wording.
- 10.4 <u>Waiver of Notice</u>. Whenever any natice is required to be given under the provisions of these Bylaws, the Articles of Incorporation, or the Central Business Corporation Act, a waiver thereof in writing, signed by the person of persons extitled to such notice, whether before or after the time stated therein, shall be equivalent. The giving of such notice.
- 10.5 Form of Recalls. Any records maintained by the Corporation in the regular course of its business, including its stock lodger, books of account and minute books, may be kept on, or be in the form of, panel cards, pragnetic tape, photographs, microphotographs, or any other information storage divice, provided that the records so kept can be converted into clearly legible form within a reasonable time. The Corporation shall so convert any records so kept upon the request of any person entitled to inspect the same.
- 10.6 <u>Construction</u>. Unless the context specifically requires otherwise, any reference in these Bylaws to any gender shall include all other genders; any reference to the singular shall include the plural; and any reference to the plural shall include the singular.

10.7 <u>Electronic Transmission of Signatures</u>. Any signature required or permitted to be given pursuant to the terms of these Bylaws may be transmitted by facsimile or other electronic transmission by the signing party or by a person or persons authorized to act for such party and the same shall be deemed to be written and signed for purposes of these Bylaws.

The above Amended and Restated Bylaws of the Corporation were adopted by the sole shareholder on, and effective as of, March 4, 2019.

Onex Rescare Holdings Corp

Steven S. Re

Secretary