

F15000001300

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

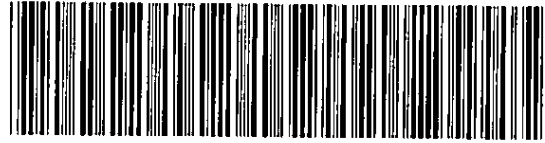
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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500394367825

effective date 9-16-22
merger

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2022 SEP 13 PM 4:47
STATE OF FLORIDA

A. RAMSEY
SEP 14 2022

FILED
2022 SEP 13 AM 11:25

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PHONE: (800) 435-9371; FAX: (866) 860-8395**

DATE: 09/13/22

NAME: CAYUGA HOME FOR CHILDREN

TYPE OF FILING: MERGER

COST: 78.75

RETURN: CERTIFIED COPY PLEASE

ACCOUNT: FCA000000015

AUTHORIZATION: ABBIE/PAUL HODGE

Handwritten signatures in black ink, appearing to be two distinct signatures, one on the left and one on the right, located at the bottom of the page.

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Cayuga Home For Children
_____ (Name of Surviving Corporation)

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Alina Mason, Esq.
_____ (Contact Person)

Cayuga Home For Children
_____ (Firm/Company)

1916 Park Avenue, Ste. 407
_____ (Address)

New York, New York 10037
_____ (City/State and Zip Code)

For further information concerning this matter, please call:

Alina Mason, Esq. _____ At (³⁴⁷ _____) ^{434-7173 ext. 1802} _____
(Name of Contact Person) (Area Code & Daytime Telephone Number)

Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

Mailing Address:
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address:
Amendment Section
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

effective date 9-16-22

ARTICLES OF MERGER

(Not for Profit Corporations)

FILED

2022 SEP 13 AM 11:26

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

First: The name and jurisdiction of the surviving corporation:

| <u>Name</u> | <u>Jurisdiction</u> | <u>Document Number</u> (If known/ applicable) |
|--------------------------------|---------------------|--|
| Cayuga Home For Children, Inc. | New York | F15000001300 |

Second: The name and jurisdiction of each merging corporation:

| <u>Name</u> | <u>Jurisdiction</u> | <u>Document Number</u> (If known/ applicable) |
|---|---------------------|--|
| Institute For Child and Family Health, Inc. | Florida | 707228 |
| | | |
| | | |
| | | |
| | | |

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State

OR 09 / 16 / 2022 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date).

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

(Attach additional sheets if necessary)

Fifth: ADOPTION OF MERGER BY SURVIVING CORPORATION
(COMPLETE ONLY ONE SECTION)

SECTION I

The plan of merger was adopted by the members of the surviving corporation on June 1, 2022.
The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows:
18 FOR 0 AGAINST

SECTION II

(CHECK IF APPLICABLE) The plan or merger was adopted by written consent of the members and executed in accordance with section 617.0701, Florida Statutes.

SECTION III

There are no members or members entitled to vote on the plan of merger.
The plan of merger was adopted by the board of directors on _____. The number of directors in office was _____. The vote for the plan was as follows: _____ FOR _____ AGAINST

Sixth: ADOPTION OF MERGER BY MERGING CORPORATION(S)
(COMPLETE ONLY ONE SECTION)

SECTION I

The plan of merger was adopted by the members of the merging corporation(s) on _____.
The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows: _____ FOR _____ AGAINST

SECTION II

(CHECK IF APPLICABLE) The plan or merger was adopted by written consent of the members and executed in accordance with section 617.0701, Florida Statutes.

SECTION III

There are no members or members entitled to vote on the plan of merger.
The plan of merger was adopted by the board of directors on June 7, 2022. The number of directors in office was 6. The vote for the plan was as follows: 6 FOR 0 AGAINST

PLAN OF MERGER

This PLAN OF MERGER (this “Plan”) is dated as of May 20, 2022 between Cayuga Home for Children, Inc., a New York non-profit corporation (“Cayuga”) and Institute for Child and Family Health, Inc., a Florida non-profit corporation (“ICFH”).

WHEREAS, the parties desire that ICFH merge with and into Cayuga, on the terms set forth herein and in accordance with the laws of the States of Florida and New York, respectively, with Cayuga as the surviving corporation of the merger (the “Merger”); and

WHEREAS, the Merger will be effected by filing (i) a certificate of merger with the New York Secretary of State (the “Certificate of Merger”) and (ii) articles of merger with the Florida Secretary of State; and

WHEREAS, the Boards of Directors of each of Cayuga and ICFH have approved and adopted this Plan in accordance with their respective bylaws and/or other governance documents and any applicable laws;

WHEREAS, there are no voting members of ICFH, and therefore no member approval is required; and

WHEREAS, the voting members of Cayuga have approved and adopted this Plan in accordance with the bylaws and/or other governance documents of Cayuga and any applicable laws.

NOW, THEREFORE, the parties hereto do hereby covenant and agree as follows:

1. Merger. Subject to the terms and conditions set forth in that certain Merger Agreement attached hereto as Exhibit A, which terms and conditions are hereby expressly incorporated into and made a part of this Plan as though set forth herein, upon the Effective Date (as defined in Section 4 below), ICFH shall be merged with and into Cayuga, and Cayuga shall be the surviving corporation. Cayuga shall continue to be governed by the laws of the State of New York, and the separate corporate existence of ICFH shall cease forthwith upon the Effective Date.

2. Membership and Voting Rights of ICFH. There are no members of ICFH.

3. Membership and Voting Rights of Cayuga. The membership of Cayuga consists of the appointed Board of Trustees and, for a one-year term only, all persons who contribute \$25.00 or more to Cayuga’s Annual Fundraising Appeal. Each member is entitled to one vote. At all membership meetings, the number of members present constitutes a quorum, which is not broken by subsequent withdrawal of any member. The affirmative vote of a majority of the quorum constitutes an act of the membership.

4. Effective Date. The Merger shall become effective as of the date and time of filing of the Certificate of Merger with the New York Secretary of State (the “Effective Date”).

PLAN OF MERGER

The following plan of merger is submitted in compliance with section 617.1101, Florida Statutes and in accordance with the laws of any other applicable jurisdiction of incorporation.

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

| <u>Name</u> | <u>Jurisdiction</u> |
|--------------------------|---------------------|
| Cayuga Home For Children | New York |
| _____ | _____ |

The name and jurisdiction of each **merging** corporation:

| <u>Name</u> | <u>Jurisdiction</u> |
|---|---------------------|
| Institute For Child and Family Health, Inc. | Florida |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

The terms and conditions of the merger are as follows:

See attached.

A statement of any changes in the articles of incorporation of the surviving corporation to be effected by the merger is as follows:

See attached.

Other provisions relating to the merger are as follows:

See attached.

5. Effect of the Merger. Upon the Effective Date, (a) the separate existence of ICFH shall cease; (b) Cayuga shall succeed to, without other transfer, and shall possess and enjoy, all the rights, privileges, immunities and franchises, both of a public and private nature, of each of the parties to the Merger; (c) all property, real, personal and mixed, and all debts due on whatever account, and all choices in action, and all and every other interest, of or belonging to or due to each of the parties to the Merger, shall be taken and deemed to be transferred to and vested in Cayuga without further act or deed; and (d) the title to any real estate, or any interests therein, vested in either of the parties to the Merger shall not revert or be in any way impaired by reason of the Merger. Upon the Effective Date, Cayuga shall become responsible and liable for all of the liabilities and obligations of each of the parties to the Merger and neither the rights of creditors nor any liens upon the property of either of the parties shall be impaired by the Merger.

6. Certificate of Incorporation. The certificate of incorporation of Cayuga in effect immediately prior to the Effective Date shall remain the certificate of incorporation of Cayuga as the surviving corporation, until thereafter amended in accordance with the terms thereof and as provided by applicable law.

7. Service of Process. Cayuga hereby agrees that it may be served with process in the State of New York in any proceeding for the enforcement of any obligation of ICFH and in any proceeding for the enforcement of any obligation of ICFH or Cayuga arising from the Merger.

8. Further Assurances. From time to time after the Effective Date, as and when required by Cayuga or by its successors and assigns, the last acting agents of ICFH shall execute and deliver such deeds and other instruments, and there shall be taken or caused to be taken by it, such further and other action as shall be necessary or appropriate in order to vest or perfect, or to confirm or record or otherwise, in Cayuga title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchises and authority of ICFH and otherwise to carry out the purposes of this Plan, and each of the managers and any officer of Cayuga is fully authorized in the name and on behalf of ICFH or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

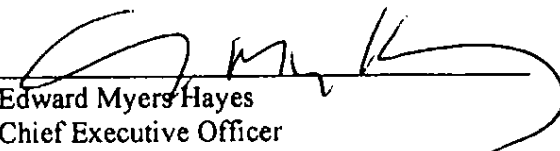
9. Amendments; Termination. Notwithstanding approval of this Plan by the Boards of Directors of Cayuga and ICFH and the membership of Cayuga, the Boards of Directors of Cayuga and ICFH may amend or terminate this Plan by written agreement at any time prior to the Effective Date.

[Signature page follows.]

IN WITNESS WHEREOF, this Plan of Merger is hereby duly executed by the parties hereto on the date first above written.

CAYUGA:

CAYUGA HOME FOR CHILDREN, INC.,
a New York non-profit corporation

By: 
Edward Myers Hayes
Chief Executive Officer

ICFH:

INSTITUTE FOR CHILD AND FAMILY
HEALTH, INC.,
a Florida non-profit corporation

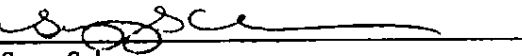
By: 
Suzy Schumer
Chief Executive Officer

EXHIBIT A

Merger Agreement

Attached

MERGER AGREEMENT

This MERGER AGREEMENT (this “**Agreement**”) is entered into on May 20, 2022 (the “**Signing Date**”), by and between Cayuga Home for Children, Inc., a New York non-profit corporation (“Cayuga”) and Institute for Child and Family Health, Inc. a Florida non-profit corporation (“ICFH”).

RECITALS

WHEREAS, Cayuga is a charitable non-profit corporation organized under the laws of the State of New York, which provides support services for children, families and persons with intellectual and developmental disabilities;

WHEREAS, ICFH is a charitable non-profit corporation organized under the laws of the State of Florida, which provides counseling and other services for children and families;

WHEREAS, the respective boards of directors of Cayuga and ICFH have (a) determined that it is in the best interest of such parties and of the constituents they serve to enter into a transaction pursuant to which ICFH merges with and into Cayuga, and (b) approved the execution and performance of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the representations, warranties and covenants set forth herein and intending to be legally bound, the parties hereby agree as follows:

1. Certain Definitions. Capitalized terms not defined elsewhere herein shall have the meanings set forth below.

“**Cayuga Certificate of Merger**” means that certain Certificate of Merger, to be filed with the Secretary of State of the State of New York, meeting the requirements of the New York Act, in substantially the form set forth at Exhibit A.

“**Certificates of Merger**” means, collectively, the Cayuga Certificate of Merger and the ICFH Articles of Merger.

“**Corporate Act**” or “**Corporate Acts**” means, individually and collectively, the New York Act and the Florida Act.

“**Florida Act**” means the Florida Not For Profit Corporation Act, as amended from time to time.

“**Governmental Authority**” means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such

organization or authority have the force of Law), or any arbitrator, court or tribunal of competent jurisdiction.

“**Governmental Order**” means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority.

“**ICFH Articles of Merger**” means those certain Articles of Merger, to be filed with the Secretary of State of the State of Florida and meeting the requirements of the Florida Act, in substantially the form set forth at Exhibit B.

“**Law**” means any federal, state, regional, local or foreign law, constitution, rule, statute, ordinance, regulation, order, code, judgment, charge, writ, injunction or decree.

“**Material Adverse Effect**” means any event, occurrence, fact, condition or change that is, or could reasonably be expected to become, in Cayuga’s discretion, individually or in the aggregate, materially adverse to the business, operations, condition (financial or otherwise), relationships or assets of ICFH.

“**New York Act**” means the New York Not-for-Profit Corporation Law, as amended from time to time.

“**Person**” means any individual or corporation (including any non-profit corporation), general partnership, limited partnership, limited liability partnership, joint venture, estate, trust, company (including any limited liability company or joint stock company), firm or other enterprise, association, organization or entity.

“**Plan of Merger**” means that certain Plan of Merger to be filed with the Certificates of Merger and other regulatory filings and proceedings, in substantially the form set forth at Exhibit C.

“**Senior Management**” means each of Suzy Schumer, Ainsworth Geddes and Karen McGhie.

“**Tax Returns**” means any return or other document relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

“**Taxes**” means all federal, state, local, foreign and other income, gross receipts, sales, use, production, ad valorem, transfer, franchise, registration, profits, license, lease, service, service use, withholding, payroll, employment, unemployment, estimated, excise, severance, environmental, stamp, occupation, premium, property (real or personal), real property gains or other taxes, fees, assessments or charges of any kind whatsoever, together with any interest, additions or penalties with respect thereto and any interest in respect of such additions or penalties.

2. The Merger. On the Effective Date: (i) ICFH will merge with and into Cayuga (the “**Merger**”); (ii) Cayuga will be the corporation surviving the Merger; and (iii) the separate existence of ICFH will cease. The Merger shall become effective upon the date set forth in the Certificate of Merger (the “**Effective Date**”).

(a) Effects of Merger. The Merger shall have the effects set forth in the applicable provisions of the Corporate Acts. Without limiting the generality of the foregoing, and subject thereto, from and after the Effective Date, all property, rights, powers, licenses and authority of ICFH shall vest in Cayuga, and all assets, rights, debts, liabilities, obligations, restrictions and duties of ICFH shall become the assets, rights, debts, liabilities, obligations, restrictions and duties of Cayuga.

(b) Consideration. As consideration for the transactions contemplated by this Agreement, as of the Effective Date, by virtue of the Merger and without further action on the part of Cayuga or ICFH, Cayuga shall assume all debts, liabilities, obligations, restrictions and duties of ICFH.

(c) Closing. Upon the terms contained in this Agreement, the closing of the transaction contemplated by this Agreement (the "**Closing**") shall be deemed to occur on the Effective Date, and all transactions contemplated by this Agreement shall occur and be deemed complete as of such date. On the Effective Date (i) the parties shall deliver the respective documents, certificates or instruments required to be delivered by such parties pursuant to this Agreement or otherwise required to effect the Merger; (ii) Cayuga shall file the Cayuga Certificate of Merger and Plan of Merger; and (iii) ICFH shall file ICFH Articles of Merger and Plan of Merger.

3. The Surviving Corporation.

(a) Certificate of Incorporation. The certificate of incorporation of Cayuga in effect immediately prior to the Effective Date shall remain the certificate of incorporation of Cayuga as the surviving corporation, until thereafter amended in accordance with the terms thereof and as provided by applicable Law.

(b) Bylaws. The bylaws of Cayuga as in effect immediately prior to the Effective Date shall remain the bylaws of Cayuga as the surviving corporation as of the Effective Date, and shall remain the bylaws of Cayuga until thereafter amended in accordance with the terms thereof and as provided by applicable Law.

(c) Directors and Officers. The directors and officers of Cayuga in office immediately prior to the Effective Date shall remain the directors and officers of Cayuga as the surviving corporation as of the Effective Date, and shall remain the directors and officers of Cayuga until such persons thereafter resigned or are removed in accordance with the bylaws and/or other governance documents of Cayuga. Notwithstanding the foregoing, Cayuga will select one non-employee member of the board of directors of ICFH to serve on the board of directors of Cayuga after the Closing.

4. Representations and Warranties of ICFH. To induce Cayuga to enter into this Agreement and consummate the transactions contemplated hereby, ICFH hereby represents and warrants to Cayuga that the statements contained in this Article 4 are correct and complete as of the Signing Date and the Effective Date.

(a) Organization and Authority. ICFH is a corporation duly organized, validly existing and in good standing under the Laws of the State of Florida. ICFH has all requisite

power and authority to carry on its business and to own and use the assets and properties owned and used by it. ICFH is in full compliance with all provisions of its organizational documents.

(b) Governance. ICFH has no members, and its board of directors exercises all corporate powers.

(c) Authorization of Agreement. The execution and delivery of this Agreement and all of the other agreements and instruments contemplated hereby to which ICFH is a party have been duly authorized by the board of directors of ICFH, and except as set forth in this Agreement, no other act or proceeding on the part of ICFH or any other Person is necessary to authorize the execution, delivery or performance of this Agreement or the other agreements contemplated hereby and the consummation of the transactions contemplated hereby or thereby. This Agreement has been duly and validly executed and delivered by ICFH. This Agreement constitutes the valid and legally binding obligation of ICFH, enforceable against ICFH in accordance with its terms, assuming the due authorization, execution and delivery by Cayuga, except as such enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditors' rights generally, and by general principles of equity, regardless of whether enforceability is considered in a proceeding at law or in equity.

5. Representations and Warranties of Cayuga. To induce ICFH to enter into this Agreement and consummate the transactions contemplated hereby, Cayuga hereby represents and warrants to ICFH that the statements contained in this Article 5 are correct and complete as of the Signing Date and the Effective Date.

(a) Organization and Authority. Cayuga is a corporation duly organized, validly existing and in good standing under the Laws of the State of New York. Cayuga has all requisite power and authority to carry on its business and to own and use the assets and properties owned and used by it. Cayuga is in full compliance with all provisions of its organizational documents.

(b) Authorization of Agreement. The execution and delivery of this Agreement and all of the other agreements and instruments contemplated hereby to which Cayuga is a party have been duly authorized by the board of directors of Cayuga, and except as set forth in this Agreement, no other act or proceeding on the part of Cayuga or any other Person is necessary to authorize the execution, delivery or performance of this Agreement or the other agreements contemplated hereby and the consummation of the transactions contemplated hereby or thereby. This Agreement has been duly and validly executed and delivered by Cayuga. This Agreement constitutes the valid and legally binding obligation of Cayuga, enforceable against Cayuga in accordance with its terms, assuming the due authorization, execution and delivery by Cayuga, except as such enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditors' rights generally, and by general principles of equity, regardless of whether enforceability is considered in a proceeding at law or in equity.

6. Covenants of the Parties.

(a) Conduct of Business Prior to the Closing. From the Signing Date until the Closing, except as otherwise provided in this Agreement or consented to in writing by Cayuga (which consent shall not be unreasonably withheld, conditioned or delayed), ICFH shall (i) conduct the business of ICFH in the ordinary course of business consistent with past practice; and (ii) use reasonable best efforts to maintain and preserve intact the current organization, business and financial condition of ICFH and to preserve the rights, goodwill and relationships of its employees, funders, vendors, regulators and others having business relationships with ICFH.

(b) Access to Information. From the Signing Date until the Closing, ICFH shall (i) afford Cayuga and its representatives full and free access to and the right to inspect all of the properties, assets, premises, books and records, contracts and other documents and data related to ICFH, provided that reasonable advance notice is furnished to ICFH; and (ii) furnish Cayuga and its representatives with such financial, operating and other data and information related to ICFH as Cayuga or any of its representatives may reasonably request. Any investigation pursuant to this Section shall be conducted in such manner as not to interfere unreasonably with the conduct of the business of ICFH. No investigation by Cayuga or other information received by Cayuga shall operate as a waiver or otherwise affect any representation, warranty or agreement given or made by ICFH in this Agreement.

(c) Closing Conditions. From the Signing Date until the Closing, each party shall use reasonable best efforts to take such actions as are necessary to expeditiously satisfy the closing conditions set forth in Article 7.

(d) Public Announcements. From the Signing Date until the Closing, unless otherwise required by applicable Law, neither party shall make any public announcements in respect of this Agreement or the transactions contemplated hereby or otherwise communicate with any news media without the prior written consent of the other party (which consent shall not be unreasonably withheld, conditioned or delayed), and the parties shall cooperate as to the timing and contents of any such announcement.

(e) Further Assurances. At and after the Effective Time, Cayuga shall be authorized to execute and deliver, in the name and behalf of ICFH, any deeds, bills of sale, assignments or assurances and to take and do, in the name and on behalf of ICFH, any other actions and things to vest, perfect or confirm of record or otherwise in Cayuga any and all right, title and interest in, to and under any of the rights, properties or assets of ICFH to be acquired by Cayuga as a result of, or in connection with, the Merger.

(f) Error! Bookmark not defined.Tax Returns. ICFH shall prepare and timely file, or cause to be prepared and timely filed, all Tax Returns required to be filed by it that are due on or before the Effective Date (taking into account any extensions), shall timely pay all Taxes that are due and payable on or before the Effective Date (taking into account any extensions) and shall prepare and timely file a final IRS Form 990 Return of

Organization Exempt From Income Tax. Any such Tax Return shall be prepared in a manner consistent with past practice (unless otherwise required by Law).

(g) Employees; Accrued Paid Time Off. At the Closing, all employees of ICFH shall become employees of Cayuga on substantially the same terms as prior to the Closing; provided, that Cayuga may, in its discretion, terminate and/or offer a reasonable severance to certain employees. The employees' accrued paid time off will carry over to Cayuga except for Senior Management. ICFH shall pay all accrued paid time off to Senior Management prior to the Closing.

7. Conditions to Closing and Termination.

(a) Conditions to Obligations of Both Parties. The obligations of each party to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or waiver, at or prior to the Closing, of each of the following conditions:

i. Cayuga shall have obtained the requisite consent of its members and its board of directors;

ii. ICFH shall have obtained the requisite consent of its board of directors;

iii. Cayuga shall have entered into employment agreements with Senior Management for 8 weeks of transition services and 26 weeks of severance thereafter, on terms reasonably acceptable to the parties thereto, in substantially the form set forth at Exhibit D, the material terms of which may not be altered without ICFH's written consent prior to Closing;

iv. No Governmental Authority shall have enacted, issued, promulgated, enforced or entered any Governmental Order which is in effect and has the effect of making the transactions contemplated by this Agreement illegal, otherwise restraining or prohibiting consummation of such transactions or causing any of the transactions contemplated hereunder to be rescinded following completion thereof; The Closing shall have been approved by the respective board of directors of each party; and

v. The representations and warranties of the parties set forth in this Agreement, and any certificate or other writing delivered pursuant hereto shall be true and correct in all respects on and as of the date hereof and on and as of the Effective Date with the same effect as though made at and as of such date.

(b) Conditions to Obligations of Cayuga. The obligations of Cayuga to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or Cayuga's waiver, at or prior to the Closing, of each of the following conditions:

i. ICFH and Cayuga shall have received all consents, authorizations, orders and approvals from Governmental Authorities which are required in order to consummate the Merger, in each case, in form and substance reasonably

satisfactory to Cayuga, and no such consent, authorization, order and approval shall have been revoked, including but not limited to the approval of the New York State Office of the Attorney General (and if required in connection therewith, approval of the New York Office of Children and Family Services);

ii. ICFH's primary funder, The Children's Trust, shall have provided written consent to the Merger, and Cayuga shall have obtained satisfactory assurances from the other funders under ICFH's material program contracts that such funders will continue their programs with Cayuga after the Closing;

iii. From and after the Signing Date, there shall not have occurred any Material Adverse Effect, nor shall any event or events have occurred that, individually or in the aggregate, with or without the lapse of time, could reasonably be expected to result in a Material Adverse Effect; and

iv. ICFH shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement and each of the Ancillary Documents to be performed or complied with by it prior to or on the Effective Date.

(c) Termination. This Agreement may be terminated at any time prior to the Closing:

i. by the mutual written consent of Cayuga and ICFH;

ii. by Cayuga or ICFH if there shall be any Law that makes consummation of the transactions contemplated by this Agreement illegal or otherwise prohibited or any Governmental Authority shall have issued a Governmental Order restraining or enjoining the transactions contemplated by this Agreement, and such Governmental Order shall have become final and non-appealable; or

iii. by Cayuga by written notice to ICFH if:

1. Cayuga is not then in material breach of any provision of this Agreement and there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by ICFH pursuant to this Agreement that would give rise to the failure of any of the conditions specified in Article 7, and such breach, inaccuracy or failure has not been cured by ICFH within ten days of ICFH's receipt of written notice of such breach from Cayuga; or

2. any of the conditions set forth in Section 7(a) or Section 7(b) shall not have been, or if it becomes apparent that any of such conditions will not be, fulfilled by November 30, 2022, unless such failure shall be due to the failure of Cayuga to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it prior to the Closing.

(d) Effect of Termination. In the event of the termination of this Agreement in accordance with this Article 7, this Agreement shall forthwith become void and there shall be no liability on the part of any party hereto except that nothing herein shall relieve any party hereto from liability for any willful breach of any provision hereof.

8. Miscellaneous.

(a) Amendment and Waiver. This Agreement may only be amended or waived and will be binding upon the parties hereto only if such amendment or waiver is set forth in a writing executed by the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

(b) Notices. All notices, demands and other communications to be given under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given (a) when delivered, if personally delivered; (b) one day after sent by reputable overnight express courier (charges prepaid); (c) when written verification is received, if sent via email; or (d) five days following mailing by certified mail, postage prepaid and return receipt requested. Unless another address is specified in writing, notices, demands and communications to the parties hereto shall be sent to the addresses indicated on the signature pages hereto.

(c) Successors and Assigns. This Agreement shall bind and inure to the benefit of the parties and their respective successors and assigns; provided, however, that no party may assign its rights or delegate its obligations under this Agreement, whether by operation of Law or otherwise, without the express prior written consent of each other party, which consent shall not be unreasonably withheld.

(d) Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable Law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

(e) No Third-Party Beneficiaries. Nothing in this Agreement is intended or shall be construed to confer upon or give to any Person other than the parties hereto and their respective permitted successors and assigns, any rights or remedies under or by reason of this Agreement.

(f) Complete Agreement. This Agreement and the other agreements and documents referred to herein contain the entire agreement and understanding between the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, whether written or oral, relating to such subject matter in any way.

(g) Counterparts; Delivery. This Agreement may be executed in counterparts, which when taken together shall constitute one and the same instrument. This Agreement and any amendment hereto, to the extent signed and delivered by means of a facsimile

machine or via electronic mail of a .pdf or .tif or similar file format, shall be treated in all manner and respects as an original agreement or instrument.

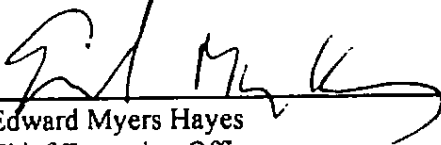
(h) Governing Law. All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by the internal Law of the State of New York, without giving effect to any choice of Law or conflict of Law provision or rule that would cause the application of the Laws of any jurisdictions other than the State of New York.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Merger Agreement as of the date first set forth above.

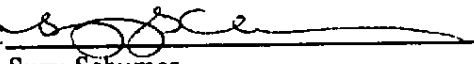
CAYUGA:

CAYUGA HOME FOR CHILDREN, INC.,
a New York non-profit corporation

By: 
Edward Myers Hayes
Chief Executive Officer

ICFH:

INSTITUTE FOR CHILD AND FAMILY
HEALTH, INC.,
a Florida non-profit corporation

By: 
Suzy Schumer
Chief Executive Officer

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Cayuga Home For Children

(Name of Surviving Corporation)

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Alina Mason, Esq.

(Contact Person)

Cayuga Home For Children

(Firm/Company)

1916 Park Avenue, Ste. 407

(Address)

New York, New York 10037

(City/State and Zip Code)

For further information concerning this matter, please call:

Alina Mason, Esq. At (³⁴⁷) 434-7173 ext. 1802

(Name of Contact Person) (Area Code & Daytime Telephone Number)

Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

Mailing Address:
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address:
Amendment Section
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303