

**APPENDIX A**

**AMENDMENT REQUEST AND SUPPORT**

**MATERIALS**

1. CHARTER HOLDER STATUS AMENDMENT  
REQUEST FORM
2. AGREEMENT AND PLAN OF MERGER

# Charter Holder Status Amendment Request

## Charterholder Info

### Charter Holder

**Name:**  
Sonoran Science Academy -  
Broadway

**CTDS:**  
10-85-03-000

**Mailing Address:**  
2430 W RAY RD  
SUITE # 3  
CHANDLER, AZ 85224  
> [View detailed info](#)

### Representative

**Name:**  
Fatih Karatas

**Phone Number:**  
818-578-9165

## Downloads

 [Download all files](#)

## Status Type

### Type of status change

Change in entity name of the Charter Holder  
Change in ownership of the Charter Holder

- Abdullah Yilmaz
- Fatih Karatas
- Lesly Baca Ruiz
- Ali Unver
- Adibahon Jurayeva
- Reginald Adams

New Officers, Directors, Members, or Partners

Remove Officers, Directors, Members, or Partners

## Description of Changes


**Change From:**  
Sonoran Science Academy Broadway (an Arizona nonprofit corporation - 501(c)3)


**Change To:**  
Daisy Education Corporation dba Sonoran Science Academy Broadway (an Arizona Nonprofit Corporation - 501(c)3)


## Attachments

### Board Minutes

 [Download File](#) — Sonoran Science Academy Broadway Corporate Meeting Minutes & Exhibit A (Resolutions for the Merger)

Copy of amendment to Articles of Incorporation filed with the Arizona Corporation Commission —  [Download File](#)

Provide information regarding any payment, benefit or consideration received or to be received by any party in the transition —  [Download File](#)

Additional Supporting Materials —  [Download File](#)

**Additional Information\***  
No documents were uploaded.

## Feedback

### Feedback

We'd like to merge Sonoran Science Academy Broadway with and into Daisy Education Corporation. The supporting documents were filed with the Arizona Corporation Commission. Thanks,

## Signature

Charter Representative Signature  
Fatih Karatas 12/12/2017

## AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER (the "Agreement") made as of November 4, 2017, by and among Sonoran Science Academy-Broadway, an Arizona non-profit corporation (the "Merging Company"), and Daisy Education Corporation, an Arizona non-profit corporation (the "Surviving Company" and together with the Merging Company, the "Parties").

### Recitals

WHEREAS, the Merging Company and Surviving Company are both Arizona non-profit, non-member, educational corporations each of which has determined that it is in each Party's best interests to combine the operations of the Merging Company and Surviving Company;

WHEREAS, the Surviving Company desires that the Merging Company merge with and into the Surviving Company, on the terms and subject to the conditions hereinafter set forth (the "Merger"); and

WHEREAS, the Board of Directors of each of the Merging Company and Surviving Company by resolutions duly adopted, have approved the terms of this Agreement.

### Agreement

NOW, THEREFORE, , in consideration of these premises and of the mutual agreements, representations, warranties and covenants herein contained, the Parties do hereby agree as follows:

#### ARTICLE I

#### THE MERGER

1.1 At the Effective Time as defined in Section 3.1 hereof:

(a) the Merging Company shall be merged with and into the Surviving Company, and the Surviving Company shall be the surviving company, and the assets and rights of the Merging Company shall become assets and rights of the Surviving Company; and

(b) in consideration for the assumption of the assets and rights of the Merging Company pursuant to Section 1.1(a), the liabilities and obligations of the Merging Company shall become liabilities and obligations of the Surviving Company.

1.2 If at any time after the Effective Time the Surviving Company shall consider or be advised that any further assignment, assurances in law, or any other things are necessary or desirable to vest, perfect, or confirm of record or otherwise in the Surviving Company, the title to any property or right of the Merging Company acquired, or to be acquired, by reason of or as a result of the Merger, the Merging Company and its proper officers or directors, will, upon notice, execute and deliver such proper deeds, assignments, and assurances reasonably requested by the Surviving Company and do all things necessary or advisable to vest, perfect, or confirm title to

such property or rights in the Surviving Company and otherwise to carry out the intent and purposes of this Agreement and the proper officers and directors of the Surviving Company are fully authorized in the name of the Merging Company or otherwise to take any and all such action.

1.3 Surviving Company, Tax-Exempt Recognition by the IRS.

(a) In the event that the Board of Directors of either Merging Company or Surviving Company obtains information causing them to reasonably believe Surviving Company will be unable to obtain recognition from the Internal Revenue Service ("IRS") as a tax-exempt organization under the Internal Revenue Code of 1986, as amended (the "Code"), then such Board of Directors may take or cause to be taken any such further or other actions as it deems necessary or desirable to obtain tax-exempt recognition for the Surviving Company, including amending this Agreement of Plan of Merger, or it may terminate this Agreement and Plan of Merger.

(b) Anything in the Agreement and Plan of Merger or elsewhere to the contrary notwithstanding, under no circumstances shall the Surviving Company take any action which will cause it to lose its qualification as a tax-exempt organization under the Code.

## ARTICLE II

### SURVIVING COMPANY GOVERNANCE

2.1 The officers, directors, articles of incorporation, and bylaws of the Surviving Company shall be unchanged in connection with the Merger.

2.2 The laws which are to govern the Surviving Company are the laws of the State of Arizona.

## ARTICLE III

### PROCEDURE TO EFFECT MERGER

3.1 The term "Effective Time" as used herein shall mean 12:00 PM, Arizona local time, on November 8, 2017.

3.2 Prior to the Effective Time, a Statement of Merger will be filed with the Arizona Corporation Commission.

## ARTICLE V

### MISCELLANEOUS

4.1 This Agreement shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.

4.2 This Agreement and the documents referred to in this Agreement constitute the entire agreement among the Parties with respect to the subject matter hereof and supersede any prior understandings, agreements, or representations by or among the Parties, written or oral, to the extent they related in any way to the subject matter hereof.

4.3 This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. No Party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other Parties.

4.4 This Agreement may be executed in one or more counterparts, which when taken together shall constitute one and the same agreement. Facsimile or other electronic signatures to this Agreement shall have the same effect as original signatures.

4.5 The article and section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

4.6 All matters arising directly or indirectly from this Agreement shall be governed by and construed in accordance with the domestic laws of the State of Arizona without giving effect to any choice or conflict of law provision or rule (whether of the State of Arizona or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Arizona.


4.7 Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

4.8 The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise.


*[Signature page follows]*

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement and Plan of Merger to be signed in its name by its duly authorized officers all as of the date first above written.

**SONORAN SCIENCE ACADEMY-BROADWAY**  
an Arizona non-profit corporation

By:   
Name: Fatih Karatas  
Its: Chief Executive Officer

**DAISY EDUCATION CORPORATION**  
an Arizona non-profit corporation

By:   
Name: Adiba Jurayeva  
Its: secretary