Secretary of State
Business Programs Division
Business Entities - Records, P.O. Box 944260, Sacramento, CA 94244-2600

Business Entities Records - Order Form

ORDERS CANNOT BE CHANGED OR CANCELLED ONCE SUBMITTED

1. Requestor's Information — Date: 08/24/20

Individual's name: Melanie McAlpine
Firm name (if any): Young, Minney & Corr, LLP
Return address: 655 University Ave., Ste. 150
City: Sacramento State: CA Zip: 95825
10-digit telephone number: (916) 646 - 1400

In person drop off only, please indicate type of return method requested:
☐ Mail ☑ Pick-Up

OnDemand Legal, Inc

2. Order Details

Entity name: THE CLASSICAL ACADEMY, INCORPORATED
Secretary of State Entity/File Number (recommended): C2044682
Entity type (Check 1 box): ☑ Corporation ☐ Limited Liability Company ☐ Limited Partnership ☐ General Partnership ☐ Limited Liability Partnership ☐ Other (see instructions for options): ____

3. Copy Requests – Plain (uncertified) copies are **$1.00** for the first page, **$0.50** for each additional page. Certified copies are an additional **$5.00 per document**. See instructions for additional detail.

a. Articles/Formation/Registration document only	# of plain copies	# of certified copies
b. Articles & Amendments documents only	# of plain copies	# of certified copies 1
c. All Amendment documents only	# of plain copies	# of certified copies
d. Last complete Statement of Information	# of plain copies	# of certified copies
e. Last no change Statement of Information	# of plain copies	# of certified copies
f. All Statements of Information	# of plain copies	# of certified copies
g. All documents and Statements of Information	# of plain copies	# of certified copies
h. Copy of: ____	# of plain copies	# of certified copies

4. Certificate/Status Requests

a. Certificate of Status (lists entity status: i.e., good standing, active, suspended, etc.) - $5.00 each — # of certificates ____
b. Certificate of Filing of All Documents (lists all documents of record) - $5.00 per document listed — # of certificates ____
c. Certificate of No Record (certifies no record of entity found) - $5.00 each — # of certificates ____
d. Status Report (computer print-out of entity record. Cannot be certified) - $4.00 each — # of reports ____

5. FAX – For an additional fee, we will FAX the requested copies/certificates to you prior to delivery of hard-copies.

☐ Domestic FAX (in U.S.) – $5.00 fee ☐ Foreign FAX (outside U.S.) – $10.00 fee FAX # ____

THIS SECTION FOR SECRETARY OF STATE USE ONLY

Affix Cert & Seal	$
Making first page	$
Making additional pages	$
Certificate of	$
Status Report	$
FAX	$
Special Handling Fee	$
Other	$
TOTAL AMOUNT DUE	$32.50
TOTAL AMOUNT REC'D	$32.50
REFUND AMOUNT	$
BALANCE DUE	$

8/26/20
CG

California Secretary of State
bizfile.sos.ca.gov
(916) 657-5448

2044682

FILED
in the office of the Secretary of State
of the State of California

MAY 18 1999

Bill Jones
BILL JONES, Secretary of State

ARTICLES OF INCORPORATION

I

The name of the corporation is The Classical Academy, Incorporated.

II

This corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law (California Corporations Code § 5110, et seq.) for public and charitable purposes.

This corporation is a subordinate corporation created under the authority of the Escondido Union School District, County of San Diego, State of California, a public school district defined under Education Code §81 and established pursuant to Article IX,§6 of the California Constitution. The specific purpose of the corporation is to manage, operate, guide, direct and promote The Classical Academy, a California Public School.

III

The name and address of the corporation's initial agent for service of process is:

Dana Serrano
2319 East Valley Parkway, Suite 174
Escondido, CA 92027

IV

This corporation is organized and operated exclusively for educational purposes within the meaning of Internal Revenue Code 26 §501(c)(3).

V

No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.

VI

The property of this corporation is irrevocably dedicated to educational purposes and no part of the net income or assets of this corporation shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person.

VII

Upon the dissolution or winding up of the corporation, its assets remaining after payment, or provision of payment of all debts and liabilities of this corporation shall be distributed to the Escondido Union School District pursuant to California Revenue and Taxation Code §23701d(a). The corporation shall dissolve whenever the corporation's Charter is surrendered to, taken away by, or revoked by the Escondido Union School District.

Dated: May 18, 1999

Dana Serrano, Incorporator

I hereby certify that the foregoing transcript of 2 page(s) is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.

Date: AUG 2 6 2020 CG

ALEX PADILLA, Secretary of State

A0742501

2014682

FILED
Secretary of State of
State of California
JUN 14 2013

RESTATED ARTICLES OF INCORPORATION OF THE CLASSICAL ACADEMY, INCORPORATED

The undersigned certify that:

1. They are the President and Secretary, respectively, of The Classical Academy Incorporated.

2. The Articles of Incorporation of this corporation are amended and restated to read as follows:

ARTICLES OF INCORPORATION

I.

The name of the corporation is The Classical Academy, Incorporated.

II.

This corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law (California Corporations Code § 5110, et seq.) for charitable purposes.

III.

The specific purpose of the corporation is to manage, operate, guide, direct, promote, support and hold charters or contracts for one or more public charter schools

IV.

The street and mailing address of this corporation is:

318 West Valley Parkway
Escondido, CA 92025

Signatures continue on next page

V.

This corporation is organized and operated exclusively for charitable purposes within the meaning of Internal Revenue Code 26 §501 (c)(3)).

VI.

No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.

Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from Federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (or the corresponding provision of any future United States Internal Revenue Law) or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1988, as amended, (or the corresponding provision of any future United States Internal Revenue Law).

VII.

The property of this corporation is irrevocably dedicated to charitable purposes and no part of the net income or assets of this corporation shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person.

Upon the dissolution or winding up of the corporation, its assets remaining after payment, or provision for payment of all debts and liabilities of this corporation shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively for charitable purposes and which has established its tax exempt status under Section 501(c)(3), Internal Revenue Code, and/or to a California public entity engaged in education.

3. The foregoing restatement of Articles of Incorporation has been duly approved by the board of directors.

4. The corporation has no members.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

DATED: June 4, 2013

Cynthia Selbrede
Cynthia Cosper-Selbrede, President

Mark Reardon
Mark Reardon, Secretary

I hereby certify that the foregoing transcript of 2 page(s) is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.

AUG 26 2020

Date: CP

ALEX PADILLA, Secretary of State

C2044682
SURV

EFFECTIVE DATE
JUL 01 2018

FILED
Secretary of State
State of California
JUN 28 2018

A0815282

AGREEMENT OF MERGER

This AGREEMENT OF MERGER ("Agreement"), is made as of **April 9, 2018,** by and between CLASSICAL ACADEMY HIGH SCHOOL, INC. ("CAHS" or the "Disappearing Corporation") and THE CLASSICAL ACADEMY, INCORPORATED ("TCA" or the "Surviving Corporation").

RECITALS

1. CAHS, the Disappearing Corporation, is a California public charter school operated as a California nonprofit public benefit corporation with no members.

2. TCA, the Surviving Corporation, is a California public charter school operated as a California nonprofit public benefit corporation with no members

3. The respective boards of CAHS and TCA, deem it advisable to merge CAHS into TCA.

4. In furtherance of such merger, the respective boards of CAHS and TCA have each adopted this Agreement and approve the merger of CAHS into TCA in accordance with the terms and conditions set forth herein and in accordance with California Nonprofit Corporation Law.

AGREEMENT

In consideration of the mutual representations, warranties, covenants and agreements contained herein, CAHS and TCA agree as follows:

1. Merger Terms

1.1 *Effective Date.* The Surviving Corporation shall file with its corporate records a copy of this Agreement, together with officers' certificates of the Disappearing Corporation and the Surviving Corporation. The merger contemplated by this Agreement shall become effective on July 1, 2018. (the "Effective Date").

1.2 *Effect of Merger.* As of the Effective Date: (i) the Disappearing Corporation shall be merged into the Surviving Corporation; (ii) the separate legal existence of the Disappearing Corporation shall cease and the Classical Academy High School shall operate as a charter school under the Surviving Corporation as per Education Code section 47604(a); (iii) the Surviving Corporation shall continue its corporate existence under California law; (iv) the Surviving Corporation shall succeed to all the rights and property of the Disappearing Corporation and shall be subject to all the debts, liabilities, and obligations of the Disappearing Corporation; and (v) the merger shall have all other effects prescribed by law.

1.3 *Name of the Surviving Corporation.* As of the Effective Date, the name of the Surviving Corporation shall be The Classical Academy, Incorporated.

1.4 *Directors.* As of the Effective Date, the CAHS Board Members will resign and the Classical Academy High School will be governed by the Board of Directors of the Surviving Corporation. The Board of Directors of the Surviving Corporation shall consist of the following persons until changed in accordance with law and the Surviving Corporation's articles and bylaws:

Mark Reardon - President
Patty Huerta – Treasurer
Paul Donovan, Jr. – Secretary
Mark Donar – Member at Large
Cameron Curry – Executive Director

1.5 *Employment Agreements.* Employment agreements, other than key employees, entered into by the Disappearing Corporation prior to merging with the Surviving Corporation are dissolved as per their terms as of June 30, 2018.

1.5.1 The Surviving Corporation will assume the key employee agreements with the same terms and conditions.

1.6 *Employees.* All former employees, other than key employees, of the Disappearing Corporation desiring employment beyond June 30, 2018 with the Surviving Corporation must apply for employment under the terms and agreements of the Surviving Corporation in accordance with its adopted corporate bylaws and Charter. In order to maintain strong ties with the community, the Surviving Corporation will rehire staff members of the Disappearing Corporation who share a common belief and commitment to replicate the best practices that have led to the success of the Surviving Corporation.

1.7 *Contracts.* All other contracts that do not terminate by their own operation effective June 30, 2018 made with the Disappearing Corporation prior to merging with the Surviving Corporation will be assumed, renegotiated or terminated through payout at the discretion of the Surviving Corporation.

2. Representations and Warranties

Each party to this Agreement makes the following representations and warranties regarding itself:

2.1 *Approval.* The Board of Directors of the Disappearing Corporation and the Board of Directors of the Surviving Corporation have duly approved this Agreement.

2.2 *Financial Statements.* The audited financial statements of the Disappearing Corporation for the fiscal year ended June 30, 2017 were prepared in accordance with generally accepted accounting principles applied on a consistent basis and fairly present, in all material respects, the financial position, activities, and cash flows of the party for the dates and periods indicated therein. The first interim financial report (financial activity July 1, 2017 – October 31, 2017) was prepared in accordance with the financial books and records of the Disappearing Corporation. To the Disappearing Corporation's knowledge and except as disclosed in the audited and unaudited financial statements described above, or as otherwise disclosed in writing to all parties to this Agreement, the Disappearing Corporation does not have any material liability that is required to be disclosed under generally accepted accounting principles but is not reflected or reserved against in such statement of financial position.

2.3 *No Material Adverse Change.* Except as otherwise disclosed in writing to all parties to this Agreement, there has been no material adverse change in the financial position or operations of the Disappearing Corporation since July 1, 2017. The business of the Disappearing Corporation shall be conducted in the ordinary and usual course and consistent herewith, and the Disappearing Corporation shall use its best efforts to maintain its existing relations and goodwill with its members, vendors, and employees until the effective date of this Agreement.

2.4 *No Actions; No Violations or Conflicts.* To the parties' knowledge and except as otherwise disclosed in writing to all parties to this Agreement, (i) there are no material legal or regulatory actions pending or threatened against the party including, without limitation, actions relating to this Agreement or the merger contemplated by this Agreement, and (ii) the Parties are not in violation of, and the Parties entry into and consummation of the merger contemplated by this Agreement will not conflict with or violate, any law, regulation, court order, charter, or contract, which violation could reasonably be expected to have a material adverse effect on the party's financial condition or operations.

3. Conditions to Closing

The obligation of each party to this Agreement to consummate the merger is subject to fulfillment of the following condition by the other parties to this Agreement by the Effective Date: the representations and warranties of the other parties, as set forth in Article 2 of this Agreement, are true in all respects both as of the date of this Agreement and as of the Effective Date. This condition may be waived in writing by any party in its sole discretion to the extent permitted by California law, but such waiver shall be effective only for that party.

4. Other Provisions

4.1 *Termination.* This Agreement may be terminated and the merger abandoned at any time before the Effective Date by consent of the Board of Directors of the Disappearing Corporation and the Board of Directors of the Surviving Corporation.

4.2 *Amendments.* This Agreement may be amended at any time before the Effective Date by consent of the Board of Directors of the Disappearing Corporation and the Board of Directors of the Surviving Corporation.

4.3 *Further Assurances.* The Disappearing Corporation shall from time to time, when requested by the Surviving Corporation, take any actions and execute and deliver any documents necessary or desirable to evidence or carry out the merger contemplated by this Agreement.

4.4 *Governing Law.* This Agreement shall be governed by California law.

4.5 *Counterparts.* This Agreement may be executed by facsimile and in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument.

* * * * * * * * *

[Signatures on following page]

A0815282

IN WITNESS WHEREOF, the parties, pursuant to the authority given them by their respective Board of Directors, have caused this Agreement to be signed by the respective authorized officers as of the day and year first above written.

CLASSICAL ACADEMY HIGH SCHOOL, INC.

By:__________________________
Name: Mark Reardon
Title: President

By:__________________________
Name: Paul Donovan, Jr.
Title: Secretary

THE CLASSICAL ACADEMY, INCORPORATED

By:__________________________
Name: Mark Reardon
Title: President

By:__________________________
Name: Paul Donovan, Jr.
Title: Secretary

A0815282

THE CLASSICAL ACADEMY, INCORPORATED

OFFICERS' CERTIFICATE
APPROVAL OF AGREEMENT OF MERGER

Mark Reardon, President, and Paul Donovan Jr., Secretary, certify that:

A. They are the President and Secretary, respectively, of The Classical Academy, Incorporated, a California nonprofit public benefit corporation (this "Corporation").

B. The Agreement of Merger in the form attached has been approved by the Board of Directors of this Corporation on April 9, 2018.

C. This Corporation has no members within the meaning of section 5056 of the California Nonprofit Corporation Law (the "Law").

D. No additional approval of the Agreement of Merger is required.

E. The Attorney General of California has been given prior written notice of the merger proposed in the Agreement of Merger consistent with Section 6010 of the California Nonprofit Corporation Law.

F. No approval by the California Commissioner of Corporations of the proposed merger is required.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: 6/25/18

Mark Reardon

Mark Reardon, President

Date: 6/25/18

Paul Donovan Jr.

Paul Donovan Jr., Secretary

A0815282

CLASSICAL ACADEMY HIGH SCHOOL, INC.

OFFICERS' CERTIFICATE
APPROVAL OF AGREEMENT OF MERGER

Mark Reardon, President, and Paul Donovan Jr., Secretary, certify that:

A. They are the President and Secretary, respectively, of Classical Academy High School, Inc., a California nonprofit public benefit corporation (this "Corporation").

B. The Agreement of Merger in the form attached has been approved by the Board of Directors of this Corporation on April 9, 2018.

C. This Corporation has no members within the meaning of section 5056 of the California Nonprofit Corporation Law (the "Law").

D. No additional approval of the Agreement of Merger is required.

E. The Attorney General of California has been given prior written notice of the merger proposed in the Agreement of Merger consistent with Section 6010 of the California Nonprofit Corporation Law.

F. No approval by the California Commissioner of Corporations of the proposed merger is required.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: 6/25/18

Mark Reardon

Mark Reardon, President

Date: 6/25/18

Paul Donovan Jr.

Paul Donovan Jr., Secretary

A0815282

XAVIER BECERRA
Attorney General

State of California
DEPARTMENT OF JUSTICE

300 SOUTH SPRING STREET, SUITE 1702
LOS ANGELES, CA 90013

Public: (213) 269-6000
Telephone: (213) 269-6549
Facsimile: (213) 897-7605
E-Mail: James.Toma@doj.ca.gov

June 22, 2018

Kimberly Rodriguez
Law Offices of Young, Minney & Corr, LLP
655 University Avenue, Suite 150
Sacramento, CA 95825

RE: The Classic Academy, Incorporated / Classical Academy High School, Inc.

Dear Ms. Rodriguez:

This will acknowledge receipt of your notice, pursuant to Corporations Code section 6010, of the proposed merger of the above-referenced California nonprofit public benefit corporations, including a copy of the proposed agreement of merger. Based on the representations made in the documents you have provided, this Office has no objection to the proposed transaction.

Please supply a copy of the signed merger agreement certified by the Secretary of State to the Registry of Charitable Trusts, P.O. Box 903447, Sacramento, CA 94203 4470, when such is made available to you.

Sincerely,

JAMES M. TOMA
Supervising Deputy Attorney General

For XAVIER BECERRA
Attorney General

JT:

cc: Registry of Charitable Trusts

LA2017203669

I hereby certify that the foregoing transcript of 8 page(s) is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.

AUG 26 2020

Date: CG

Aley Padilla

ALEX PADILLA, Secretary of State