

Customer \* 120 80404

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: NOV 22 2002

DAISY EDUCATION CORPORATION  
2131 W INA RD BLDG G  
TUCSON, AZ 85741

Employer Identification Number:  
86-0990917  
DLN:  
17053127064012  
Contact Person: JOSEPH LAUX ID# 31077  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
June 30  
Form 990 Required:  
Yes  
Addendum Applies:  
Yes

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in sections 509(a)(1) and 170(b)(1)(A)(ii).

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. In the case of an amendment to your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, you should inform us of all changes in your name or address.

As of January 1, 1984, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, if you are involved in an excess benefit transaction, that transaction might be subject to the excise taxes of section 4958. Additionally, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please contact your key district office.

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the

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DAISY EDUCATION CORPORATION

part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of Code sections 2055, 2106, and 2522.

Contribution deductions are allowable to donors only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. See Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, which sets forth guidelines regarding the deductibility, as charitable contributions, of payments made by taxpayers for admission to or other participation in fundraising activities for charity.

In the heading of this letter we have indicated whether you must file Form 990, Return of Organization Exempt From Income Tax. If Yes is indicated, you are required to file Form 990 only if your gross receipts each year are normally more than \$25,000. However, if you receive a Form 990 package in the mail, please file the return even if you do not exceed the gross receipts test. If you are not required to file, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return.

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$20 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed \$10,000 or 5 percent of your gross receipts for the year, whichever is less. For organizations with gross receipts exceeding \$1,000,000 in any year, the penalty is \$100 per day per return, unless there is reasonable cause for the delay. The maximum penalty for an organization with gross receipts exceeding \$1,000,000 shall not exceed \$50,000. This penalty may also be charged if a return is not complete, so be sure your return is complete before you file it.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

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You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

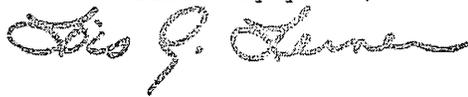
You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

If we have indicated in the heading of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,

A handwritten signature in cursive script, appearing to read "Lois G. Lerner".

Lois G. Lerner  
Director, Exempt Organizations

Enclosure(s) :

## AGREEMENT OF ASSIGNMENT AND ASSUMPTION

THIS AGREEMENT OF ASSIGNMENT AND ASSUMPTION (the "Agreement") is made and entered into this February 19, 2014 by and between Sonoran Science Academy Phoenix Metro, an Arizona nonprofit corporation ("Assignor") and Daisy Education Corporation, an Arizona nonprofit corporation ("Assignee").

### RECITALS:

A. The parties have entered into an Agreement and Plan of Merger, dated January 17, 2014, whereby they agreed that Assignor shall be merged (the "Merger") with and into Assignee effective upon the filing of the Articles of Merger with the Arizona Corporation Commission (the "Effective Date").

B. Consistent with the Plan of Merger, and consistent with Arizona law regarding mergers, on the Effective Date, Assignor desires to assign to Assignee, and Assignee desires to acquire and assume, all of Assignor's right, title and interest in and to all of Assignor's rights, privileges, powers, franchises, property (real, personal and mixed), assets, restrictions, disabilities, duties and debts, as set forth below.

### AGREEMENT:

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. As of the Effective Date, Assignor hereby assigns, conveys, transfers, and sets over to Assignee all of Assignor's right, title and interest in and to all of the rights, privileges, powers, franchises, property (real, personal and mixed), assets, restrictions, disabilities, duties and debts of Assignor (the "Assets"), and Assignee assumes and agrees to be bound by and assume and perform all of the terms, covenants, conditions, agreements and obligations of Assignor in respect of, under and pursuant to, the Assets.

2. Without limitation, as of the Effective Date, Assignee shall, and hereby agrees to, be bound by and assume and perform all of the terms, covenants, conditions, agreements and obligations of both Assignee and Assignor under and pursuant to the following Charter granted by the Arizona State Board of Charter Schools to Sonoran Science Academy Phoenix Metro.

3. This Agreement and the provisions of this Agreement are subject to the condition subsequent that Agreement and Plan of Merger, substantially in the form presented to, and approved by, the Boards of Directors of each of Assignee and Assignor on January 17, 2014, be filed with, and approved by, the Arizona Corporation Commission effective on or prior to the

Effective Date.

4. In connection with the Merger and this Agreement, Assignor shall transfer any and all student, financial or other types of records of Sonoran Science Academy Phoenix Metro to Assignee and Assignee shall maintain the same.

5. Assignor shall cooperate with Assignee in connection with realizing Assignor's rights and benefits with respect to each and all of the Assets, and Assignor shall do all acts and things, and to make, execute and deliver any and all other documents, instruments, or certificates as shall from time to time be reasonably required by Assignee to evidence, consummate and/or give effect to the terms of this Agreement.

6. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns.

7. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding, when one or more counterparts, individually or taken together, bear the signatures of all parties.

8. This Agreement and all questions relating to its validity, interpretation, performance and enforcement, will be governed by and construed in accordance with the laws of the State of Arizona, notwithstanding any Arizona or other conflict-of-laws rules to the contrary.

9. Any provision of this Agreement that is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

*[Signatures on following page.]*

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Agreement to be executed as of the date first above written.

SONORAN SCIENCE ACADEMY PHOENIX  
METRO, an Arizona nonprofit corporation

By:

Abdullah Yilmaz, Chairman of the Board



DAISY EDUCATION CORPORATION,  
an Arizona non-profit corporation

By:

  
Fatih Karatas, President