

COUNTY OF SAN DIEGO

April 22, 2014

114 APR 25 AM 9 56

Via Email and Regular US Mail

CLERK OF THE BOARD
OF SUPERVISORS

Ms. Teresa Zurita
Clerk of the Board of Supervisors
Mail Stop A-45
Statement of Economic Interest
1600 Pacific Highway, Room 402
San Diego CA 92101-2471
Email: theresa.zurita@sdcounty.ca.gov

Re: Explorer Elementary Charter School
Termination of Conflict of Interest Code

Dear Ms. Zurita,

As I discussed with you during a recent telephone conversation, the nonprofit corporation previously operating Explorer Elementary Charter School ("EECS") has merged into the nonprofit corporation operating the High Tech High schools ("HTH"). For your records, copies of the file-stamped Merger Agreement and related documents are included with this letter.

Please note that as a result of this merger, the HTH Board of Directors is now serving as the governing board of the charter school known as EECS. Accordingly, based on the merger, we request that your office terminate the EECS Conflict of Interest Code as the nonprofit corporation and board of directors to which it related are no longer operative. All former board members of the EECS board have filed their final Leaving Office Statements and this should conclude any business relating to the EECS Conflict of Interest Code.

If you should have any questions or comments regarding this matter, please feel free to contact me at: 619.251.3158.

Thank you for your assistance and professional courtesy.

Sincerely,

Maria CR Heredia
Chief Administrative Officer/General Counsel
For High Tech High

cc: Ms. Cynthia Kim, High Tech High w/o enclosures

A0749522

2160862 SURV

FILED
Secretary of State
State of California

DEC 23 2013

1CC

AGREEMENT OF MERGER

THIS AGREEMENT OF MERGER (this "Agreement") is dated November 1, 2013, and is entered into by and between High Tech High a California nonprofit public benefit corporation ("Surviving Corporation"), and Explorer Elementary Charter School, a California nonprofit public benefit corporation ("Disappearing Corporation").

EFFECTIVE
DATE
JAN 01 2014

WITNESSETH

WHEREAS, each Board of Directors of the Disappearing Corporation and Surviving Corporation (each, a "Constituent Corporation" and collectively, the "Constituent Corporations") has approved the merger of Disappearing Corporation with and into Surviving Corporation (collectively, the "Merger"); and

WHEREAS, HTH Learning, a California nonprofit public benefit corporation ("HTH Learning"), and the sole statutory member of each of Disappearing Corporation and Surviving Corporation, has approved the Merger;

NOW, THEREFORE, the parties hereto intend by this Agreement to set forth the terms and conditions of the Merger, subject to approvals as required by law and by the articles of incorporation and bylaws of the Constituent Corporations. In consideration of the terms and conditions set forth herein, the parties hereby agree as follows:

1. Surviving Corporation. Surviving Corporation is a California nonprofit public benefit corporation, and its sole statutory member, HTH Learning, has approved the Merger on behalf of Surviving Corporation.

2. Disappearing Corporation. Disappearing Corporation is a California nonprofit public benefit corporation, and its sole statutory member, HTH Learning, has approved the Merger on behalf of Disappearing Corporation.

3. Sole Statutory Member. All of the Constituent Corporations have the same sole statutory member, HTH Learning; and Surviving Corporation will continue to have HTH Learning as its sole statutory member after the Merger. No memberships are being converted in connection with the Merger or this Agreement; and no consideration is being paid to HTH Learning in exchange for any membership interest in connection with the Merger or this Agreement.

4. Effective Date. When all applicable laws have been complied with and all necessary authorizations, approvals and consents have been received, a copy of this Agreement, together with a Certificate of Approval of Agreement of Merger executed by each Constituent Corporation, shall be submitted by Surviving Corporation to the California Secretary of State for filing in accordance with Section 6014 of the California Nonprofit Corporation Law and the Merger shall become effective on January 1, 2014 (the "Effective Date").

5. Approvals and Consents. The Merger is subject to receipt of and conditioned upon: (i) the approval or approvals of any person or persons required by law or by the articles of incorporation, bylaws or by any existing contracts or agreements of any Constituent Corporation,

Approved and/or authorized by the
Board of Supervisors of the County of San Diego.
Meeting Date: 7/8/14 Minute Order No. 11
By: Craig Date: 7/14/14
Deputy Clerk of the Board Supervisors

including the acknowledgement and agreement by San Diego Unified School District to the transfer of the existing charter of Disappearing Corporation to Surviving Corporation, as well as the approval of Disappearing Corporation's petition for charter renewal which reflects the Merger; and (ii) any approval or approvals needed to maintain Surviving Corporation's tax-exempt status. If any such approval or approvals are not obtained, then this Agreement shall terminate as provided for in Section 10 of this Agreement.

6. Statement of Merger. The parties agree that, on the Effective Date and subject to Section 5 above, Disappearing Corporation shall merge with and into Surviving Corporation, the corporate existence of Surviving Corporation shall continue, and the separate corporate existence of Disappearing Corporation shall cease. The corporate identity, existence, purposes, powers, rights, and immunities of Disappearing Corporation shall be merged with and into and vested in Surviving Corporation and the corporate identity, existence, name, purposes, powers, rights, and immunities of Surviving Corporation shall continue unaffected and unimpaired by the Merger.

Surviving Corporation shall be subject to all of Disappearing Corporation's debts, liabilities and trust obligations (if any), including, without limitation, the Standard Industrial/Commercial Multi-Tenant Lease, dated March 9, 2005, by and between HTH Learning and Disappearing Corporation and any amendments thereto, in the same manner as if Surviving Corporation had itself incurred them; and all rights of creditors and all liens and trust obligations on or arising from the property of Disappearing Corporation shall be preserved unimpaired, provided that such liens and trust obligations on the property of Disappearing Corporation, if any, shall be limited to the property affected by such liens and trust obligations immediately before the Effective Date.

7. Articles of Incorporation and Bylaws. Surviving Corporation's articles of incorporation and bylaws in effect immediately before the Effective Date shall remain the same after the Effective Date, until amended or repealed as provided by law.

8. Directors and Officers. Surviving Corporation's directors and officers shall remain the same as they are immediately before the Effective Date, until changed in accordance with law and Surviving Corporation's articles of incorporation or bylaws.

9. Interim Provisions. Between the date of this Agreement and the Effective Date or date of termination, neither Surviving Corporation nor Disappearing Corporation shall, without the prior written consent of the other Constituent Corporation, engage in any activity or transaction other than in the ordinary course of its affairs, except as contemplated by this Agreement.

10. Termination or Abandonment. This Agreement may be terminated and the Merger abandoned at any time before the Effective Date by the mutual consent of the respective Boards of Directors of the Constituent Corporations. If termination occurs as provided in this Section, no Constituent Corporation or its Board of Directors shall be liable to any other Constituent Corporation or its Board of Directors.

11. Amendment to Agreement. This Agreement may be amended before the Effective Date by the approval of all of the Boards of Directors of the Constituent Corporations.

12. Governing Law. This Agreement, and any dispute arising from it, shall be governed by the laws of the State of California.

13. Entire Agreement. This Agreement constitutes the entire agreement of the parties, superseding any prior written or oral agreements among them concerning the Merger of Disappearing Corporation with and into Surviving Corporation.

14. Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original instrument, but all of them together shall constitute only one agreement.

15. Further Assurances. Upon the request of Surviving Corporation, Disappearing Corporation shall from time to time execute and deliver any documents and instruments and take any actions desirable or necessary to vest in Surviving Corporation the title to and possession of all rights, properties, assets, trusts, and business of Disappearing Corporation or otherwise to carry out the full intent and purpose of this Agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Disappearing Corporation and Surviving Corporation have executed and delivered this Agreement on the day and year first above written.

SURVIVING CORPORATION:

**High Tech High,
a California Nonprofit Public Benefit
Corporation**



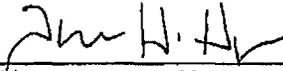
Gary Jacobs, Chairman of the Board



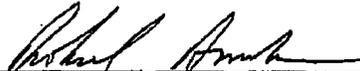
Kay Davis, Secretary

DISAPPEARING CORPORATION:

**Explorer Elementary Charter School,
a California Nonprofit Public Benefit
Corporation**



Therese Hymer, Chairman of the Board



Richard Brooks, Secretary

[Signature Page to Agreement of Merger.]

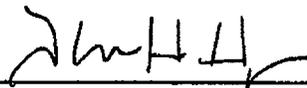
**CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER
OF
EXPLORER ELEMENTARY CHARTER SCHOOL**

Therese Hymer and Richard Brooks certify that:

1. They are the Chairman of the Board and the Secretary, respectively, of Explorer Elementary Charter School, a California nonprofit public benefit corporation (the "Corporation").
2. The principal terms of the Agreement of Merger, and the Agreement of Merger itself in the form attached, have been duly approved by the Board of Directors of the Corporation.
3. The principal terms of the Agreement of Merger in the form attached have been duly approved by the required vote of HTH Learning, the sole statutory member of the Corporation.
4. No additional approval of the Agreement of Merger is required.
5. The Attorney General of California has been given prior written notice of the merger set forth in the Agreement of Merger.

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: December 23, 2013



Therese Hymer, Chairman of the Board



Richard Brooks, Secretary

**CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER
OF
HIGH TECH HIGH**

Gary Jacobs and Kay Davis certify that:

1. They are the Chairman of the Board and the Secretary, respectively, of High Tech High, a California nonprofit public benefit corporation (the "Corporation").
2. The principal terms of the Agreement of Merger, and the Agreement of Merger itself in the form attached, have been duly approved by the Board of Directors of the Corporation.
3. The principal terms of the Agreement of Merger in the form attached have been duly approved by the required vote of HTH Learning, the sole statutory member of the Corporation.
4. No additional approval of the Agreement of Merger is required.
5. The Attorney General of California has been given prior written notice of the merger set forth in the Agreement of Merger.

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: December 23, 2013



Gary Jacobs, Chairman of the Board

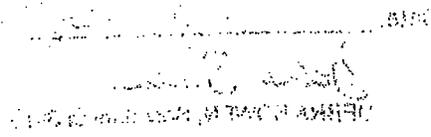


Kay Davis, Secretary

Notary Public for the State of California
My Commission Expires 12/31/2014
Notary Public for the State of California
My Commission Expires 12/31/2014



DEC 23 2013





I hereby certify that the foregoing transcript of 6 page(s) is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.

DEC 24 2013

Date: _____ *MB*

Debra Bowen
DEBRA BOWEN, Secretary of State