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**ARTICLES OF MERGER
OF
A GIFT FOR TEACHING OF TAMPA BAY, INC.
INTO
HILLSBOROUGH EDUCATION FOUNDATION, INC.**

FIRST: Pursuant to the provisions of Section 617.1105, Florida Statutes, A Gift for Teaching of Tampa Bay, Inc., a Florida non-profit corporation ("AGFT") and the Hillsborough Education Foundation, Inc., a Florida non-profit corporation ("HEF"), adopt the following Articles of Merger for the purpose of merging AGFT into HEF (the "Merger").

SECOND: By virtue of the Merger and without any action on the part of AGFT or HEF, (i) AGFT shall be merged with and into HEF, with HEF being the surviving entity of the Merger (the "Surviving Entity") and the separate existence of AGFT shall cease.

THIRD: The plan of merger for the Merger (the "Plan of Merger"), pursuant to Sections 617.1101, Florida Statutes, is as set forth in Exhibit A to these Articles of Merger, which is incorporated herein and made part of these Articles of Merger for all purposes.

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

FIFTH: Neither AGFT nor HEF has members. Therefore, there was no vote of members on the Plan of Merger. There are sixteen members of the Board of Directors of AGFT, and on September 7, 2006, at a meeting duly called and convened at which a quorum was present, the Plan of Merger was unanimously approved by those directors constituting such quorum. There are thirty-eight members of the Board of Directors of HEF, and on August 16, 2006, at a meeting duly called and convened at which a quorum was present, the Plan of Merger was unanimously approved by those directors constituting such quorum.

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IN WITNESS WHEREOF, each of AGFT and HEF has caused these Articles of Merger to be signed in the name of and on behalf of, by an authorized person, as of the 27th day of October, 2006.

Hillsborough Education Foundation, Inc.,
a Florida non-profit corporation

By: William E. Hoffman
Name: WILLIAM E. HOFFMAN
Title: PRESIDENT

AGFT:

A Gift for Teaching of Tampa Bay, Inc.,
a Florida non-profit corporation

By: Sue M. House
Name: Sue M. House
Title: CHAIRMAN

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EXHIBIT A**AGREEMENT AND PLAN OF MERGER**

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into as of October 27, 2006, by and between A GIFT FOR TEACHING OF TAMPA BAY, INC., a Florida non-profit corporation (the "Merged Corporation"), and HILLSBOROUGH EDUCATION FOUNDATION, INC., a Florida non-profit corporation (the "Surviving Corporation").

Background

The Board of Directors for both the Merged Corporation and Surviving Corporation have approved this Agreement, the merger of the Merged Corporation with and into the Surviving Corporation (the "Merger") and the terms and conditions of the Merger set forth in this Agreement.

Operative Terms

The parties agree as follows:

1. Parties to the Merger. The name of each corporation that is a party to the Merger and the jurisdiction of formation are as follows:

Name	Jurisdiction of Formation	Entity Type	State of Formation Document/ Registration No.
A Gift for Teaching of Tampa Bay, Inc.	Florida	Non-Profit Corporation	N02000000724
Hillsborough Education Foundation, Inc.	Florida	Non-Profit Corporation	N25149

2. Merger. Upon the terms set forth in this Agreement, at the Effective Time (as defined in Section 4 below), the Merged Corporation shall be merged with and into the Surviving Corporation. Following the Effective Time, the separate existence of the Merged Corporation shall cease and the Surviving Corporation shall continue as the "surviving corporation" of the Merger.

3. Name and Address of Registered Agent of Surviving Corporation. The name and business address of the registered agent of the Surviving Corporation is Kevin H. Sutton, 101 East Kennedy Boulevard, Suite 3700, Tampa, FL 33602.

4. Effective Time. The Surviving Corporation and the Merger Corporation will cause the Articles of Merger (the "Articles of Merger") to be executed as provided in Section 617.1105, Florida Statutes, and delivered to the Department of State of the State of Florida. The

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Merger shall be effective upon the filing of the Articles of Merger with the Secretary of State of Florida (the "Effective Time").

5. Effect of the Merger. At the Effective Time, as a result of the Merger and without any action on the part of any of the Merged Corporation, the Surviving Corporation, or their respective Board of Directors, the effect of the Merger shall be as provided under Section 617.1106 of the Florida Statutes.

6. No Membership. Neither the Merged Corporation or the Surviving Corporation has members. Accordingly, no exchange of interest of members or other effect on members' rights are implicated by the Merger.

7. Counterparts; Facsimile. This Agreement may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement. A facsimile counterpart signature page to this Agreement shall be treated in all manner and respects as an original signature page and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

8. Governing Law. This Agreement shall be deemed to be made in and in all respect shall be interpreted, construed and governed by and in accordance with the laws of the State of Florida, without regard to the conflict of law principles thereof.

9. Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof in any other jurisdiction.

10. Entire Agreement; No Third-Party Beneficiaries. This Agreement (including the documents and instruments referred to herein) (a) constitutes the entire agreement, and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter of this Agreement and (b) is not intended to confer upon any person other than the parties any rights or remedies.

11. Further Assurances. The parties shall execute and deliver such further instruments and do such further acts and things as may be required to carry out the intent and purposes of this Agreement.

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SIGNATURE PAGE TO AGREEMENT AND PLAN OF MERGER

**HILLSBOROUGH EDUCATION
FOUNDATION, INC.** a Florida non-profit
corporation

By: William E. Appert
Name: WILLIAM E. APPERT
Title: PRESIDENT

**A GIFT FOR TEACHING OF TAMPA BAY,
INC.** a Florida non-profit corporation

By: Sue M. House
Name: SUE M. HOUSE
Title: CHAIRMAN

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