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teachingnetwork.com, inc.

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**SHORT-FORM AGREEMENT AND PLAN OF MERGER OF
TEACHINGNETWORK.COM, INC., A FLORIDA CORPORATION
INTO THE HAWKE GROUP, INC. A FLORIDA CORPORATION**

THIS AGREEMENT AND PLAN OF MERGER, dated April 30, 2005, made by and among The Hawke Group, Inc., a Florida corporation ("Parent"), and Teachingnetwork.com, Inc., a Florida corporation ("Subsidiary") (collectively the "Constituent Corporations").

RECITALS:

A. Subsidiary desires to merge with and into Parent, with Parent being the surviving corporation (the "Merger"), on the terms, and subject to the conditions, set forth in this Plan of Merger (the "Plan"); and

B. Parent owns 100% of Subsidiary's outstanding Common Stock and Parent waives the mailing requirement required under §607.1104(b)4.(2); and

C. The Board of Directors of Parent has determined that it is advisable that Subsidiary be merged into Parent, on the terms and conditions set forth, in accordance with §607.1104 of the Florida Business Corporation Act (the "Act").

NOW, THEREFORE, in consideration of the promises and of the mutual agreements, covenants, and provisions contained herein, the parties agree as follows:

ARTICLE I -- THE MERGER

1. The term "Effective Date" shall mean April 30, 2005.
2. On the Effective Date, Subsidiary shall be merged with and into Parent. The separate existence of Subsidiary shall cease at the Effective Date and the existence of Parent shall continue unaffected and unimpaired by the Merger with all the rights, privileges, immunities, and franchises, of a public as well as of a private nature, and subject to all the duties and liabilities of corporations organized under the laws of the state of Florida.
3. The Plan of Merger has been approved by the Board of Directors of Parent in accordance with §607.1104 of the Act. Parent shall deliver notice of the Merger to the remaining shareholders of Subsidiary. Parent agrees not to file Articles of Merger with the Florida Secretary of State in accordance with the Act until at least 30 days after the notice is mailed (unless the remaining shareholders of Subsidiary waive such notice in writing).

ARTICLE II -- EFFECTS OF THE MERGER

At the Effective Date, Parent shall possess all the rights, privileges, immunities, and franchises, of both a public and private nature, of Subsidiary, and shall be responsible

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and liable for all liabilities and obligations of Subsidiary, all as more particularly set forth in §607.1106 of the Act.

ARTICLE III -- TERMS OF THE TRANSACTION; CONVERSION OF AND PAYMENT FOR SHARES

The manner and basis of converting shares of Subsidiary's Common Stock into shares of Parent Stock shall be as follows:

1. Each ten shares of Subsidiary's common stock (the "Subsidiary Common Stock") issued and outstanding on the Effective Date and all rights in respect thereof shall, by virtue of the Merger and without any action on the part of the holders, be converted into one (1) share of the presently authorized and unissued shares of the common stock of Parent (the "Parent Common Stock"); provided that no fractional share of Parent Common Stock shall be issued or exchanged for shares of Subsidiary Common Stock. Notwithstanding the foregoing, each share of Subsidiary Common Stock held by Parent shall, by virtue of the Merger and without any action on the part of Parent, be canceled simultaneously with the effectiveness of the Merger.
2. As soon as practicable after the Effective Date, a letter of transmittal providing instructions for surrendering certificates for cancellation and to be used for transmitting certificates for cancellation shall be delivered to all of the shareholders of Subsidiary.

ARTICLE IV -- DISSENTERS' RIGHTS

Shareholders of Subsidiary who, except for the applicability of §607.1104(1)(a) of the Act which provides that a vote of the Parent's or Subsidiary's shareholders is not required to approve the Merger, would be entitled to vote on the Merger and who wish to dissent, are entitled, if the shareholder complies with the provisions of the Act regarding the rights of dissenting shareholders, to be paid the fair value of such shareholder's shares.

ARTICLE V -- ASSIGNMENT

If at any time Parent shall consider or be advised that any further assignment or assurances in law are necessary or desirable to vest, perfect, or confirm or record in Parent the title to any property or rights of Subsidiary, or to otherwise carry out the provisions of this Plan, the proper officers and directors of Subsidiary as of the Effective Date shall execute and deliver any and all proper deeds, assignments, and assurances in law, and do all things necessary or proper to vest, perfect, confirm, or record the title to such property or rights in Parent.

ARTICLE VI -- EXPENSES

Parent shall pay all expenses of accomplishing the Merger.

ARTICLE VII -- AMENDMENT

At any time before the filing with the Florida Secretary of State of the Articles of Merger to be filed in connection with this Plan, the Directors of Parent may amend this Plan. If the Articles of Merger already have been filed with the Secretary of State, amended Articles of Merger shall be filed with the Secretary of State, but only if such amended Articles of Merger can be filed before the Effective Date.

ARTICLE VIII -- TERMINATION

If for any reason consummation of the Merger is inadvisable in the opinion of the Board of Directors of Parent, this Plan may be terminated at any time before the Effective Date by resolution of the Board of Directors of Parent. On termination as provided in this Plan, this Plan shall be void and of no further effect, and there shall be no liability by reason of this Plan or the termination of this Plan on the part of Parent or Subsidiary, or their Directors, officers, employees, agents, or shareholders.

IN WITNESS WHEREOF, the parties have set their hands on April 19, 2005.

PARENT:

The Hawke Group, Inc.
a Florida corporation

By: 

SUBSIDIARY:

Teachingnetwork.com, Inc.
a Florida corporation

By: 