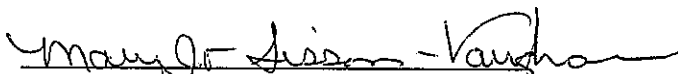


ARTICLES OF RESTATEMENT
OF
THE GOVERNOR'S SCHOOL FOR
GOVERNMENT & INTERNATIONAL STUDIES FOUNDATION, INC.

The undersigned, on behalf of the Virginia nonstock corporation set forth below, pursuant to Title 13.1, Chapter 10, Article 10 of the Code of Virginia, states as follows:

1. The name of the corporation immediately prior to the restatement was "The Governor's School For Government & International Studies Foundation, Inc."
2. The restatement contains new amendments to the Articles of Incorporation.
3. The Articles of Incorporation, as amended and restated, are attached hereto as Exhibit A.
4. The Articles of Incorporation, as amended and restated, were adopted by the corporation on June 17, 2009.
5. The Articles of Incorporation, as amended and restated, were duly approved and adopted at a meeting of the board of directors of the corporation by a vote of at least two-thirds of the directors in office. Member approval of the amendment and restatement was not required because the corporation has no members.

THE GOVERNOR'S SCHOOL FOR GOVERNMENT &
INTERNATIONAL STUDIES FOUNDATION, INC.

By: 
Mary-Jo Sisson-Vaughan
Chairman
June 23 2009

SCC ID # 0385971-7

**AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
THE MAGGIE L. WALKER GOVERNOR' S SCHOOL FOR
GOVERNMENT & INTERNATIONAL STUDIES
FOUNDATION, INC.**

Article I.

Name

The name of the Corporation is: The Maggie L. Walker Governor's School for Government & International Studies Foundation, Inc. (hereinafter referred to as the "Foundation").

Article II.

Purposes

1. The purposes of the Foundation are to advance the interests and goals of The Maggie L. Walker Governor's School for Government & International Studies, presently located in The City of Richmond, Virginia, and any successor institutions (hereinafter referred to as "The Governor's School"), and to do any and all things necessary, desirable and proper for the accomplishment of the foregoing purpose.

2. The Foundation is organized and shall be operated exclusively to promote, aid and encourage educational and charitable purposes, activities and endeavors of every kind and description of, for or in any manner related to The Governor's School, including but not limited to its pupils, teachers, staff, administrators, programs, curricula, operations and facilities, and generally to do any and all things pertaining to and which the Board of Directors shall deem to be in the best interest of The Governor's School, including but not limited to the following: (a) to receive donations of real or personal property to be applied to the uses and purposes of the Foundation; (b) to take, hold and manage real and personal property conveyed or transferred to it, the income from which is to be applied to the uses and purposes of the Foundation; (c) to acquire by purchase or otherwise such personal or real property as may be necessary or desirable to carry out the objectives of the Foundation and to manage, administer and dispose of any or all such properties for such purposes as will benefit the interests and objectives of The Governor's

School; and (d) to do any or all things not inconsistent with the applicable laws of the Commonwealth of Virginia pertaining to charitable foundations.

3. Notwithstanding the foregoing or anything elsewhere contained in these Articles of Incorporation, the Foundation is not organized for profit, and shall not participate in activities that would render it a taxable entity under federal or state income tax laws. No part of the net earnings of the Foundation shall inure to the benefit of or be distributable to its directors, officers or other private persons, except that the Foundation shall be authorized and empowered to pay reasonable compensation for services rendered, to reimburse expenses incurred on its behalf and to make payments and distributions in furtherance of the purposes herein set forth. No substantial part of the activities of the Foundation shall be the carrying on of propaganda, or otherwise attempting, to influence legislation, and the Foundation shall not participate or intervene in any political campaign on behalf of or in opposition to any candidate for elected public office. The Foundation 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 section(s) of any future federal tax code, or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1986, as amended, or the corresponding section(s) of any future federal tax code.

Article III.

Membership

The Foundation shall have no members.

Article IV.

Board of Directors

1. All corporate powers shall be exercised by or under the authority of, and the business and affairs of the Foundation managed under the direction of, the Board of Directors, subject to any limitation set forth in these Articles of Incorporation or in an agreement authorized by § 13.1-852.1 of the Virginia Nonstock Corporation Act.

2. The Board of Directors shall consist of one or more directors, with the number of directors fixed in accordance with the Bylaws.

3. The Directors of the Foundation, other than *ex officio* Directors, shall be elected by the Board of Directors in accordance with the procedures therefor established in the Bylaws.

4. The chief administrator (principal, director or otherwise, as the case may be) of The Governor's School shall be an *ex officio* member of the Board of Directors. The Board of Directors may elect or appoint additional *ex officio* members of the Board of Directors in such manner and for such terms as established in the Bylaws. All *ex officio* directors of the Foundation shall not have voting privileges. This Section 4 of Article IV of these Articles of Incorporation shall constitute an agreement among the Directors of the Foundation pursuant to Section 13.1-852.1 of the Virginia Nonstock Corporation Act.

5. The Board of Directors shall be divided into three (3) classes as nearly equal in number as possible. Each class shall have a term of three (3) years such that approximately one-third of the members of the Board of Directors will be elected each year. When the number of directors is changed, any newly created directorships or any decrease in directorships shall be apportioned among the classes by the Board of Directors so as to make all classes as nearly equal in number as possible. Each Director elected shall serve such three-year term and until his or her successor is elected and qualified, unless such Director is (i) elected to fill the unexpired term of a Director, in which case he or she shall serve until the completion of said term or until his or her successor is duly elected and qualified, or (ii) elected to fill a newly created Directorship in which case he or she shall serve for a one (1), two (2) or three (3) year term as determined by the Board of Directors. At the expiration of the term of a Director, such Director shall be eligible for election to another term as a Director, except that no Director may serve more than six (6) years in succession without a break in service.

Article V.

Dissolution

Upon the dissolution of the Foundation, after payment of all of its outstanding obligations, if any, its assets shall be distributed by or at the direction of the Board of Directors

to The Governor's School or, if The Governor's School shall not then be in existence, (a) for one or more exempt educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding section(s) of any future federal tax code, or (b) to the federal government or to a state or local government to be used for public educational purposes. Any such assets not so disposed of shall be disposed of by or at the direction of the Circuit Court of the city or county in which the principal office of the Foundation is then located, exclusively for such purpose(s) or to such organization(s) as said Court shall determine, which are organized and operated exclusively for public educational purposes.

Article VI.

Indemnification

1. For purposes of this Article VI, the following definitions shall apply:

“applicant” means the person seeking indemnification pursuant to this Article VI;

“expenses” includes counsel fees and all court costs and experts’ fees;

“liability” means the obligation to pay a judgment, settlement, penalty, fine, including any excise tax assessed with respect to an employee benefit plan, or reasonable expenses incurred with respect to a proceeding;

“party” includes an individual who was, is or is threatened to be made a named defendant or respondent in a proceeding;

“proceeding” means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative and whether formal or informal; and

“The Foundation” means the Maggie L. Walker Governor’s School for Government & International Studies Foundation, Inc., and no predecessor entity or other foundation or legal entity.

2. The Foundation shall, to the fullest extent permitted by the Virginia Nonstock Corporation Act as such Act exists now or may hereafter be amended, indemnify and hold harmless (a) any person who was or is a party to any proceeding by reason of the fact that he or she is or was a director or officer of the Foundation, or (b) any director or officer who is or was serving at the request of the Foundation as a director, officer, manager, partner, trustee, employee or agent of another foreign or domestic corporation, limited liability company,

partnership, joint venture, trust, employee benefit plan or other enterprise, against any liability incurred by him or her in connection with such proceeding if such director or officer conducted himself or herself in good faith and, (i) in the case of conduct in such individual's official capacity with the Foundation, the individual believed that his or her conduct was in the best interests of the Foundation, (ii) in all other cases, the individual believed that his or her conduct was at least not opposed to the best interests of the Foundation, and (iii) in the case of any criminal proceeding, the individual had no reasonable cause to believe that his or her conduct was unlawful. The Board of Directors is hereby empowered to enter into a contract to indemnify any director or officer of the Foundation in respect of any proceedings arising from any act or omission, whether occurring before or after the execution of such contract.

3. The provisions of this Article VI shall be applicable to all proceedings commenced after the adoption hereof by the Board of Directors, arising from any act or omission, whether occurring before or after such adoption. No amendment or repeal of this Article VI shall have any effect on the rights provided under this Article VI with respect to any act or omission occurring prior to such amendment or repeal.

4. The termination of any proceeding by judgment, order, settlement, conviction or upon a plea of *nolo contendere* or its equivalent, shall not of itself create a presumption that the applicant did not meet the standard of conduct described in Section 2 of this Article VI.

5. Any indemnification under Section 2 of this Article VI (unless ordered by a court of competent jurisdiction) shall be made by the Foundation only as authorized in the specific case upon a determination that indemnification of the applicant is proper in the circumstances because the applicant has met the applicable standard of conduct set forth in Section 2 of this Article VI.

6. The determination of indemnification shall be made:

(a) by the Board of Directors by a majority vote of all the disinterested directors, a majority of whom shall for such purpose constitute a quorum;

(b) by majority vote of a committee duly designated by the Board of Directors, consisting solely of two or more disinterested directors; or

(c) by special legal counsel:

(i) selected by the Board of Directors or its committee in the manner prescribed in subsection (a) or (b) of this section; or

(ii) if a quorum of the Board of Directors cannot be obtained under subsection (a) of this Section 6 and a committee cannot be designated under subsection (b) of this Section 6, selected by majority vote of the full Board of Directors, in which selection directors who are parties may participate.

Notwithstanding the foregoing, in the event there has been a change in the composition of a majority of the Board of Directors after the date of the alleged act or omission with respect to which indemnification or advancement is claimed, any determination as to indemnification and advancement of expenses with respect to any claim for indemnification made pursuant to this Article VI shall, if requested by the applicant, be made by special legal counsel agreed upon by the Board of Directors and the applicant. If the Board of Directors and the applicant are unable to agree upon such special legal counsel, the Board of Directors and the applicant each shall select a nominee, and the nominees shall select such special legal counsel.

7. (a) The Foundation shall pay for or reimburse the reasonable expenses incurred by any director or officer who is a party to a proceeding in advance of final disposition of the proceeding or the making of any determination under Section 2 of this Article VI if such director or officer furnishes the Foundation: (i) a written statement of his or her good faith belief that he or she has met the standard of conduct described in Section 2 of this Article VI; and (ii) a written undertaking, executed personally or on his or her behalf, to repay any expenses advanced by the Foundation if it is ultimately determined that he or she did not meet such standard of conduct.

(b) The undertaking required by paragraph (ii) of subsection (a) of this Section 7 shall be an unlimited general obligation of the director or officer seeking advancement of expenses but need not be secured and may be accepted without reference to financial ability to make repayment.

(c) Authorizations of payments and reimbursements under this Section 7 shall be made in accordance with the provisions of Section 6.

8. The Foundation may indemnify, advance expenses to or contract to indemnify or advance expenses to any person not specified in Section 2 of this Article VI who was, is or may become a party to any proceeding, by reason of the fact that he or she is or was an employee or agent of the Foundation, or is or was serving at the request of the Foundation as a director, officer, manager, partner, trustee, employee or agent of another foreign or domestic corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise, to the same extent as if such person were a director or officer entitled to indemnification under Section 2 of this Article VI.

9. The Foundation may purchase and maintain insurance to indemnify it against the whole or any portion of the liability assumed by it in accordance with this Article VI and may also procure insurance, in such amounts as the Board of Directors may determine, on behalf of any person who is or was a director, officer, employee or agent of the Foundation, or is or was serving at the request of the Foundation as a director, officer, manager, partner, trustee, employee or agent of another foreign or domestic corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise, against any liability asserted against or incurred by him or her in any such capacity or arising from his or her status as such, whether or not the Foundation would have the power to indemnify such person against such liability under the Virginia Nonstock Corporation Act or any provisions of this Article VI.

10. Every reference herein to directors, officers, employees or agents shall include former directors, officers, employees and agents and their respective heirs, executors and administrators.

11. The indemnification and advancements hereby provided and provided hereafter pursuant to the power hereby conferred by this Article VI on the Foundation and the Board of Directors shall not be exclusive of any other rights to which any person may be entitled, including any right under policies of insurance that may be purchased and maintained by the Foundation or others; provided, however, that no person shall be entitled to indemnification by the Foundation to the extent such person may be indemnified by another, including an insurer. The rights provided herein shall not prevent or restrict the power of the Foundation to make or provide for any further indemnity, or provisions for determining entitlement to indemnity,

pursuant to one or more indemnification agreements, the Bylaws of the Foundation, or other arrangements approved by the Board of Directors (whether or not any of the directors of the Foundation shall be a party to or beneficiary of any such agreements, Bylaws or arrangements); provided, however, that any provision of such agreements, Bylaws or other arrangements shall not be effective if and to the extent that it is determined to be contrary to this Article or applicable laws of the Commonwealth of Virginia.

12. Each provision of this Article shall be severable, and an adverse determination as to any such provision shall in no way affect the validity of any other provision.

Article VII.

Elimination of Liability

To the fullest extent permitted by the Virginia Nonstock Corporation Act as such Act exists now or may hereafter be amended, there shall be no liability for the acts or omissions of any director of the Foundation in any action, suit or proceeding brought by or in the right of the Foundation arising out of any single transaction, occurrence or course of conduct. The elimination of liability provided in this Article VII shall not be affected by any amendment, modification or repeal of these Articles of Incorporation or the Bylaws with respect to any act or omission occurring before such amendment, modification or repeal.

SCC approved June 30, 2009