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(Requestor's Name)

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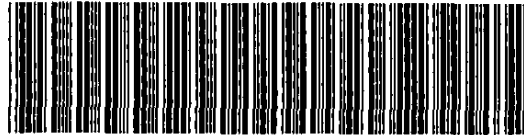
(Business Entity Name)

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COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Sunflower Scrapbooks, Inc.

(Name of Surviving Corporation)

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Sherrie B. Galambos

(Contact Person)

Samuel A. Mutch, P.A.

(Firm/Company)

2114 NW 40th Terrace, Suite A-1

(Address)

Gainesville, FL 32605

(City/State and Zip Code)

For further information concerning this matter, please call:

Sherrie B. Galambos

(Name of Contact Person)

At (352) 378-5599

(Area Code & Daytime Telephone Number)

☐ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

STREET ADDRESS:

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

(Profit Corporations)

First: The name and jurisdiction of the surviving corporation:

(Attach additional sheets if necessary)

Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or
Director

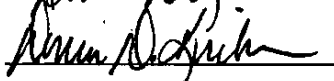
Typed or Printed Name of Individual & Title

Sunflower Scrapbooks, Inc.



Donia D. Kirchman

iCreate Studios, Inc.



Donia D. Kirchman

PLAN OF MERGER OF
SUNFLOWER SCRAPBOOKS, INC. INTO ICREATE STUDIOS, INC.

THIS PLAN OF MERGER made and entered into this 10 day of August, 2006, by and between SUNFLOWER SCRAPBOOKS, INC., a Florida corporation, and ICREATE STUDIOS, INC., a Florida corporation;

WITNESSETH:

1. Merger. SUNFLOWER SCRAPBOOKS, INC., a Florida corporation, shall be merged into ICREATE STUDIOS, INC., a Florida corporation.
2. Terms of Merger. The terms of the merger are:
 - a. SUNFLOWER SCRAPBOOKS, INC. shall be merged into ICREATE STUDIOS, INC. in accordance with the statutory procedures set forth in sections §607.1101 through §607.1106, *Florida Statutes*.
 - b. ICREATE STUDIOS, INC. shall be the surviving corporation and the corporate identity, existence, purposes, powers, franchises, rights, and amenities of ICREATE STUDIOS, INC. shall continue unaffected and unimpaired by the merger.
 - c. The Articles of Incorporation and the Bylaws of ICREATE STUDIOS, INC. shall remain in effect, unaltered as the Articles of Incorporation and the Bylaws of the surviving corporation, and the duly qualified and acting directors and officers of ICREATE STUDIOS, INC. immediately prior to the time when the merger becomes effective, as provided in paragraph 5 hereof (hereinafter called the "Effective Time"), shall be the directors and officers of the surviving corporation.
 - d. The corporate identity, existence, purposes, powers, franchises, rights, and immunities of SUNFLOWER SCRAPBOOKS, INC. shall be merged into ICREATE STUDIOS, INC., and ICREATE STUDIOS, INC. shall be fully vested therewith.
 - e. The separate existence of SUNFLOWER SCRAPBOOKS, INC., except insofar as specifically otherwise provided by law, shall cease at the Effective Time, whereupon SUNFLOWER SCRAPBOOKS, INC. and ICREATE STUDIOS, INC. shall become a single corporation.
3. Basis of Exchange. The manner and basis of converting the shares of SUNFLOWER SCRAPBOOKS, INC. into shares of ICREATE STUDIOS, INC. shall be as follows:
 - a. SUNFLOWER SCRAPBOOKS, INC. is a duly organized and lawfully existing corporation in good standing under the laws of the State of Florida, and is duly authorized, qualified, and licensed under all laws, regulations, ordinances, or orders of public authorities to carry on its business in such jurisdictions in the manner presently

conducted.

b. On August 10, 2006, the aggregate number of shares that SUNFLOWER SCRAPBOOKS, INC. was authorized to issue was 500 common shares, par value \$1.00, of which 500 of such common shares were issued and outstanding, all of which were legally and validly issued and fully paid and non-assessable by SUNFLOWER SCRAPBOOKS, INC.

c. The outstanding shares of ICREATE STUDIOS, INC. shall not be changed or converted as a result of the merger, and following the Effective Time all shares of ICREATE STUDIOS, INC. heretofore authorized shall be authorized shares of the surviving corporation, and all shares of ICREATE STUDIOS, INC. then outstanding shall remain outstanding, shall be fully paid and non-assessable by ICREATE STUDIOS, INC., and shall be subject to all the provisions of this Plan of Merger.

d. ICREATE STUDIOS, INC. is a duly organized and lawfully existing corporation in good standing under the laws of the State of Florida, and is duly authorized, qualified, and licensed under all laws, regulations, ordinances, or orders of public authorities to carry on its business in the manner presently conducted.

e. On August 10, 2006, the aggregate number of shares that ICREATE STUDIOS, INC. was authorized to issue was 1,000 common shares, par value \$0.001, of which 1,000 of such common shares were issued and outstanding, all of which were legally and validly issued and fully paid and non-assessable by ICREATE STUDIOS, INC.

f. At the Effective Time, each common share of SUNFLOWER SCRAPBOOKS, INC. of which any person is then the holder of record shall thereupon be converted into one common share of ICREATE STUDIOS, INC.

g. Each such holder of outstanding common shares of SUNFLOWER SCRAPBOOKS, INC. upon the surrender to ICREATE STUDIOS, INC. of one or more certificates of such shares for cancellation, shall be entitled to receive one or more certificates for the number of common shares of ICREATE STUDIOS, INC. represented by the certificates so surrendered for cancellation by such holder.

h. Until so surrendered, each such certificate representing outstanding common shares of SUNFLOWER SCRAPBOOKS, INC. shall represent the ownership of a like number of common shares of ICREATE STUDIOS, INC. for all corporate and legal purposes.

4. Shareholders' Approval. Upon approving this Plan of Merger, the Board of Directors of SUNFLOWER SCRAPBOOKS, INC. and of ICREATE STUDIOS, INC., respectively, shall, by resolution, direct that this Plan of Merger be submitted, pursuant to §607.1101 of *Florida Statutes*, to a vote at special meetings of Shareholders of SUNFLOWER SCRAPBOOKS, INC. and ICREATE STUDIOS, INC., respectively, to be held on or before August 10, 2006.

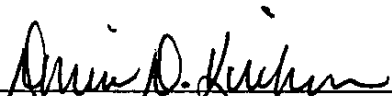
5. Effective Time. The merger shall become effective upon filing Articles of Merger with the Department of State, State of Florida, pursuant to the provisions of §607.0120 and §607.1105, *Florida Statutes*.

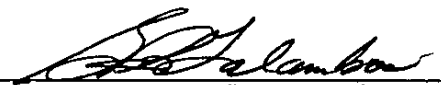
6. Tax Ruling. The obligations of SUNFLOWER SCRAPBOOKS, INC. hereunder are, at the option of ICREATE STUDIOS, INC., and the obligations of ICREATE STUDIOS, INC. hereunder are, at the option of SUNFLOWER SCRAPBOOKS, INC., subject, respectively, to the further condition that, on or before the time of closing the Commissioner of Internal Revenue shall have issued a written ruling with the effect that the proposed Plan of Merger provided for herein shall be a merger as that term is defined in the *Internal Revenue Code*, and that no gain or loss will be recognized to any of the shareholders of either company by virtue of the transactions herein contemplated; but, if the issuance of such a ruling shall be unduly delayed, this condition may be waived by a signed agreement mutually agreeable to both ICREATE STUDIOS, INC. and SUNFLOWER SCRAPBOOKS, INC.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their appropriate authorized officers.

Signed, sealed and delivered in the presence of:

SUNFLOWER SCRAPBOOKS, INC.

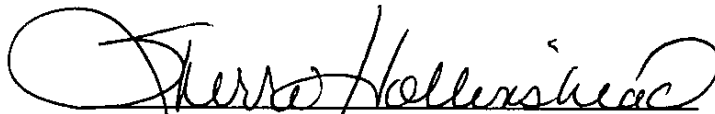

BY: Donia D. Kirchman, President


Witness S.B. Galambos


Witness Allison Cullinan

STATE OF FLORIDA)
COUNTY OF ALACHUA)

The foregoing instrument was acknowledged before me this 10th day of August, 2006, by Donia D. Kirchman, as President of SUNFLOWER SCRAPBOOKS, INC., a Florida corporation, on behalf of the corporation. She is personally known to me and did take an oath.



NOTARY PUBLIC, State of Florida

My Commission Expires:



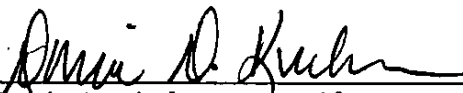
Sherri Hollinshead

Commission #DD522078

Expires: MAR. 10, 2010

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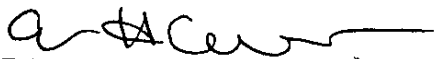
ICREATE STUDIOS, INC.



BY: Donia D. Kirchman, President



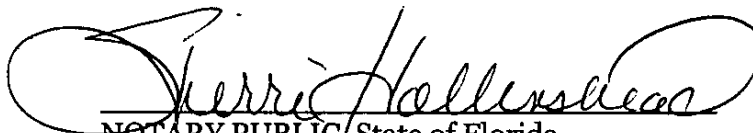
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NOTARY PUBLIC, State of Florida

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Sherri Hollinshead

Commission #DD522078

Expires: MAR. 10, 2010

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