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From:

Account Name : CORPORATE CREATIONS INTERNATIONAL INC.

Account Number : 110432003053

Phone : (561)694-8107

Fax Number : (561)694-1639

merge

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R. WHITE Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.**

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MERGER OR SHARE EXCHANGE EVENT PHOTOGRAPHY OF NORTH AMERICA CORPORATION

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**STATE OF FLORIDA
ARTICLES OF MERGER**

between

**EVENT PHOTOGRAPHY OF NORTH AMERICA CORPORATION,
a Virginia corporation**

and

**EVENT PHOTOGRAPHY OF NORTH AMERICA CORPORATION,
a Florida corporation**

THESE ARTICLES OF MERGER (the "Articles") are made and entered into on this 17th day of December, 2015, by and between EVENT PHOTOGRAPHY OF NORTH AMERICA CORPORATION, a Virginia corporation (the "Merging Corporation"), and EVENT PHOTOGRAPHY OF NORTH AMERICA CORPORATION, a Florida corporation (the "Surviving Corporation"), in accordance with Sections 607.1109 of the Florida Business Corporations Act:

FIRST: The exact name and street address of the principal office, jurisdiction, and entity type for each merging party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
EVENT PHOTOGRAPHY OF NORTH AMERICA CORPORATION 4659 Kell Lane Alexandria, VA 22311	Virginia	Profit Corporation
EVENT PHOTOGRAPHY OF NORTH AMERICA CORPORATION 212 Spyglass Lane Jupiter, FL 33477 Florida Document Number: P15000099653	Florida	Profit Corporation

SECOND: The Surviving Corporation shall be EVENT PHOTOGRAPHY OF NORTH AMERICA CORPORATION, a Florida corporation, and the exact name and street address of its principal office are as follows:

EVENT PHOTOGRAPHY OF
NORTH AMERICA CORPORATION
212 Spyglass Lane
Jupiter, FL 33477

THIRD: The Plan of Merger is attached.

FOURTH: The Merger shall become effective on December 31, 2015.

FIFTH: The Plan of Merger was adopted by the Sole Director and Sole Shareholder of the Merging Corporation on December 17, 2015.

SIXTH: The Plan of Merger was adopted by the Sole Director and Sole Shareholder of the Surviving Corporation on December 17, 2015.

SEVENTH: EVENT PHOTOGRAPHY OF NORTH AMERICA CORPORATION, a Florida corporation, certifies that its participation in the merger was duly authorized as required by the law of Florida.

IN WITNESS WHEREOF, the Merging Corporation and the Surviving Corporation have caused these Articles of Merger to be executed by the President or authorized person of each party hereto, as of the date first set forth above.

EVENT PHOTOGRAPHY OF NORTH AMERICA
CORPORATION, a Virginia corporation

By: _____


Jules C. Clifford, President

EVENT PHOTOGRAPHY OF NORTH AMERICA
CORPORATION, a Florida corporation

By: _____


Jules C. Clifford, President

AGREEMENT AND PLAN OF MERGER
OF
EVENT PHOTOGRAPHY OF NORTH AMERICA CORPORATION,
a Virginia corporation
AND
EVENT PHOTOGRAPHY OF NORTH AMERICA CORPORATION,
a Florida corporation

AGREEMENT AND PLAN OF MERGER ("Agreement") dated as of December 17, 2015 between EVENT PHOTOGRAPHY OF NORTH AMERICA CORPORATION, a Virginia corporation ("Target"), and EVENT PHOTOGRAPHY OF NORTH AMERICA CORPORATION, a Florida corporation ("Acquirer") (Target and Acquirer, collectively the "Corporations").

WHEREAS, Acquirer is a corporation organized under the laws of the State of Florida with its principal place of business located at 212 Spyglass Lane, Jupiter, Florida 33477; and

WHEREAS, Target is a corporation organized under the laws of the State of Virginia with its principal place of business located at 4659 Kell Lane, Alexandria, Virginia 22311; and

WHEREAS, Target and Acquirer desire to merge under and pursuant to the applicable provisions of the laws of the State of Florida and the State of Virginia which laws permit such a Merger and for such Merger to constitute a tax-free Merger and reorganization under § 368(a)(1)(F) of the Internal Revenue Code of the United States of America; and

WHEREAS, the directors and shareholders of both Corporations have determined that it is in the best interest of each Corporation to merge and such directors and shareholders have duly approved and authorized the execution and delivery of this Agreement and the business combination described herein in which Target will be merged into Acquirer.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. THE MERGER: EFFECTIVE TIME

Section 1.1 The Merger. Subject to the terms and conditions contained in this Agreement, at the Effective Time (as defined in Section 1.2) Target shall be merged with and into Acquirer and the separate existence of Target shall thereupon cease (the "Merger"). Acquirer shall be the surviving entity in the Merger (sometimes hereinafter referred to as the "Surviving Corporation"), shall be governed by the laws of the State of Florida, shall succeed to

all rights, assets, liabilities and obligations of Target, and the separate corporate existence of Target with all its rights, privileges, powers, immunities, purposes and franchises shall cease.

Section 1.2 Effective Time. The Merger shall become effective at 11:59 P.M. on December 31, 2015 (the "Effective Time") or at such later time which the parties hereto shall have agreed upon and designated in such filings as the Effective Time of the Merger.

II. ARTICLES OF INCORPORATION OF THE SURVIVING CORPORATION

Section 2.1 Certificate of Incorporation: Bylaws. The Certificate of Incorporation of Acquirer shall be the Certificate of Incorporation of the Surviving Corporation until further amended in accordance with its terms and the Florida Business Corporation Act (the "Act"). The Bylaws of Surviving Corporation in effect at the Effective Time shall be the Bylaws of the Surviving Corporation, until duly amended.

III. CONVERSION OF COMMON STOCK OF THE CORPORATION IN THE MERGER; NO APPRAISAL RIGHTS

Section 3.1 Conversion of Common Stock of Target. Immediately upon the Effective Time, each share of common stock of Acquirer issued and outstanding immediately prior to the Effective Time, shall by virtue of the Merger and without the surrender of certificates or any other action by the holder of such common stock, be converted into and exchangeable for an equal number of fully paid and nonassessable shares of common stock of Acquirer on a one-for-one basis. Upon such conversion, each share of common stock of Target issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be automatically canceled and retired and cease to exist.

Section 3.2 No Appraisal Rights. Holders of the common stock of Target do not and shall not have any dissenter's rights or appraisal rights under the Act or the in connection with the Merger.

IV. TERMINATION AND AMENDMENT

Section 4.1 Termination by Mutual Consent. This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time, before or after the approval of this Agreement by the mutual consent of each of the Corporations by action of their respective shareholders.

Section 4.2 Effect of Termination and Abandonment. In the event of termination of this Agreement and abandonment of the Merger pursuant to this Article IV, no party hereto (or any of its shareholders) shall have any liability or further obligation to any other party to this Agreement, except that nothing herein will relieve any party from liability for any breach of this Agreement.

Section 4.3 Amendment. The shareholders of each Corporation may amend this Agreement at any time prior to the filing of Articles of Merger with the Secretary of State of the State of Florida and the State of Virginia, provided that an amendment made subsequent to the adoption of this Agreement by the shareholders of either of the Corporations shall not, without further approval by the shareholders, (i) alter or change the amount or kind of shares, securities, and/or rights to be received by Target shareholders in exchange for or on conversion of all or any of their shares of Target; (ii) alter or change any term of the Certificate of Incorporation of the Surviving Corporation to be effected by the Merger, or (iii) alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the shareholders of Acquirer. This Agreement shall not be modified or amended except pursuant to an instrument in writing executed and delivered on behalf of each of the parties hereto.

V. MISCELLANEOUS AND GENERAL

Section 5.1 Counterparts. For the convenience of the parties hereto, this Agreement may be executed in counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

Section 5.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

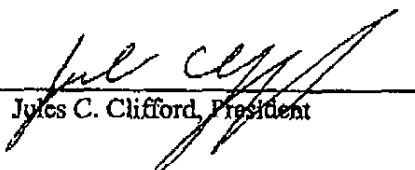
Section 5.3 Entire Agreement etc. This Agreement (a) constitutes the entire agreement, and supersedes all other prior agreements and understanding, both written and oral, among the parties, with respect to the subject matter hereof, (b) is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder, and (c) shall not be assignable by operation of law or otherwise.

Section 5.4 Captions. The captions and headings used herein are for convenience of reference only, do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof.

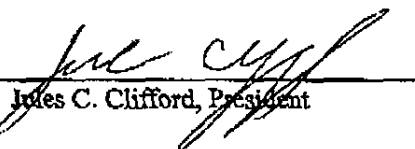
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IN WITNESS WHEREOF, this Agreement has been duly executed, sealed and delivered by the duly authorized officers of the parties hereto on the date first hereinabove written.

EVENT PHOTOGRAPHY OF NORTH
AMERICA CORPORATION, a Virginia
corporation

By: 
Jules C. Clifford, President

EVENT PHOTOGRAPHY OF NORTH
AMERICA CORPORATION, a Florida corporation

By: 
Jules C. Clifford, President