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(Requestor's Name)

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(Address)

(City/State/Zip/Phone #)

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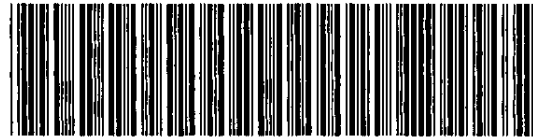
(Business Entity Name)

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TALLAHASSEE, FLORIDA

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6 Dec 31 2012

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Kahala Corp.

Name of Surviving Party

Please return all correspondence concerning this matter to:

David Hinnant

Contact Person

Snell & Wilmer L.L.P.

Firm/Company

One Arizona Center, 400 East Van Buren

Address

Phoenix, Arizona 85004

City, State and Zip Code

dhinnant@swlaw.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

David Hinnant

Name of Contact Person

at (602) 382-6805

Area Code and Daytime Telephone Number

Certified Copy (optional) \$8.75

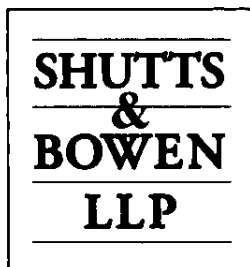
STREET ADDRESS:

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

MAILING ADDRESS:

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

FF \$70.00



Founded 1910

STEFAN A. RUBIN
PARTNER
(407) 835-6735 Direct Telephone
(407) 849-7248 Direct Facsimile

E-MAIL ADDRESS:
srubin@shutts.com

January 2, 2013

Ms. Brenda L. Tadlock
Senior Section Administrator
Florida Department of State
Division of Corporations
Registration Section
Post Office Box 6327
Tallahassee, FL 32314

**Re: Kahala Corp. Merger
Document No.: P97000084502
Client-Matter No. 37320.0001**

Dear Ms. Tadlock:

Enclosed please find our firm's check in the amount of \$78.75 representing the filing fees associated with the above-referenced merger. Mr. Rubin wanted me to extend his sincere appreciation for all your help. It would not have been possible without your assistance. Thank you again and Happy New Year!

Sincerely,

Shutts & Bowen LLP

A handwritten signature in cursive script that reads "Tracy Augustyni".

Tracy Augustyni
Legal Assistant to
Stefan A. Rubin

SAR/tma
Enclosure

**Articles of Merger
For
Florida Profit or Non-Profit Corporation**

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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The following Articles of Merger are submitted to merge the following Florida Profit and/or Non-Profit Corporation(s) in accordance with s. 607.1109 or 617.0302, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

997000084502

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Kahala Corp.	Florida	Profit Corporation

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

NK

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Kahala Corp.	Delaware	Profit Corporation

THIRD: The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, Florida Statutes.

FOURTH: The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

FIFTH: If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

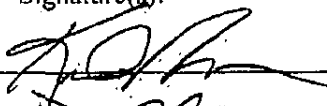

SIXTH: If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

c/o The Corporation Trust Company
Corporation Trust Center, 1209 Orange Street
Wilmington, Delaware 19801

SEVENTH: If the surviving party is an out-of-state entity, the surviving entity:

- a.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic corporation that is party to the merger.
- b.) Agrees to promptly pay the dissenting shareholders of each domestic corporation that is a party to the merger the amount, if any, to which they are entitled under s. 607.1302, F.S.

EIGHTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Kahala Corp. (FL)		Kevin A. Blackwell, Chairman/CEO
Kahala Corp. (DE)		David Guarino, President

Corporations:	Chairman, Vice Chairman, President or Officer <i>(If no directors selected, signature of incorporator.)</i>
General Partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of a member or authorized representative

Fees: \$35.00 Per Party

Certified Copy (optional): \$8.75

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is entered into as of December 27, 2012, by and between Kahala Corp., a Florida corporation (the "Merging Company"), and Kahala Corp., a Delaware corporation (the "Surviving Company").

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TALLAHASSEE FLORIDA

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RECITALS

A. The Merging Company is a corporation duly incorporated and validly existing under the laws of the State of Florida, and the Surviving Company is a corporation duly organized and validly existing under the laws of the State of Delaware.

B. The directors of the Merging Company and the directors of the Surviving Company have determined that it is advisable and in the best interests of each of the Merging Company and the Surviving Company to merge in accordance with the terms and conditions set forth herein, and have recommended that the stockholders of the Merging Company adopt this Agreement and approve the Merger, in each case as required by applicable law.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, the Merging Company and the Surviving Company agree to merge as follows:

ARTICLE I
The Merger

1.01. The Merger. In accordance with the provisions of this Agreement and applicable law, the Merging Company will be merged with and into the Surviving Company (the "Merger") at the Effective Time (as defined below). Following the Effective Time, the identity and separate existence of the Merging Company shall cease and all of the rights, titles, privileges, powers, franchises, properties, and assets of the Merging Company shall be vested in the Surviving Company, and all debts and liabilities, or duties of the Merging Company shall attach to the Surviving Company, and, following the Effective Time, the Surviving Company shall continue its existence as a corporation, and the identity, rights, titles, privileges, powers, franchises, properties and assets of the Surviving Company shall continue unaffected and unimpaired by the Merger.

1.02. Effective Time and Date. The effective time of the Merger (the "Effective Time") shall occur at such time as a Certificate of Merger in the form attached hereto as Exhibit A (the "Certificate of Merger"), or any such other appropriate document, is duly filed with the Secretary of State of the State of Delaware with respect to the Merger.

1.03. Certificate of Incorporation; Bylaws. As provided in the Certificate of Merger, the certificate of incorporation of the Surviving Company, as in effect immediately prior to the Effective Time (attached hereto as Exhibit B), shall remain the certificate of incorporation of the Surviving Company after giving effect to the Merger. The bylaws of the Surviving Company, as in effect immediately prior to the Effective Time, shall remain the bylaws of the Surviving Company after giving effect to the Merger.

1.04. Purposes. The purposes of the Surviving Company shall be as set forth in the certificate of incorporation of the Surviving Company as in effect at the Effective Time until such time as such purposes may be changed or amended as provided in the certificate of incorporation of the Surviving Company and by applicable law.

1.05. Board and Officers of Surviving Company. The directors of the Surviving Company immediately prior to the Effective Time shall remain the directors of the Surviving Company after giving effect to the Merger, each to serve until his earlier death, resignation or removal or until his successor is duly elected or appointed and qualified, as the case may be. The officers of the Surviving Company immediately prior to the Effective Time shall remain the officers of the Surviving Company after giving effect to the Merger, each to serve until his earlier death, resignation or removal or until his successor is duly appointed and qualified, as the case may be.

1.06. Terms of Merger. At the Effective Time, each issued and outstanding share of capital stock of the Merging Company shall be, automatically and without requiring any further action of or by the Merging Company, the Surviving Company or any holder of such shares, converted into one fully paid and nonassessable share of capital stock, \$0.001 par value per share, of the Surviving Company. At the Effective Time, each issued and outstanding option, warrant and convertible security of the Merging Company shall be, automatically and without requiring any further action of or by the Merging Company, the Surviving Company or any holder of such securities, converted into an option, warrant or convertible security (as applicable) of the Surviving Company. In connection with such conversions, all shares of capital stock, options, warrants and convertible securities shall continue to have the same rights, options, voting powers and entitlements with respect to the Surviving Company following the Effective Time as they had with respect to the Merging Company prior to the Merger.

1.07. Additional Actions. If, at any time on and after the Effective Time, the Surviving Company or its successors and assigns shall consider or be advised that any further assignments or assurances in law or any organizational or other acts are necessary or desirable (a) to vest, perfect or confirm, of record or otherwise, in the Surviving Company title to and possession of any property or right of the Merging Company acquired or to be acquired by reason of, or as a result of, the Merger, or (b) otherwise to carry out the purposes of the Agreement, the Merging Company and its directors and shareholders shall be deemed to have granted to the Surviving Company an irrevocable power of attorney to execute and deliver all such proper deeds, assignments and assurances in law and to do all acts necessary or proper to vest, perfect or confirm title to and possession of such property or rights in the Surviving Company and otherwise to carry out the purposes of the Agreement; and the directors and stockholders of the Surviving Company are fully authorized in the name of the Merging Company or otherwise to take any and all such action.

ARTICLE II **Miscellaneous**

2.01. Amendment and Abandonment. Subject to applicable law, at any time prior to the Effective Time, the directors of the Merging Company and the directors of the Surviving Company may amend this Agreement and/or abandon the Merger.

2.02. Entire Agreement. This Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings among the parties hereto, both written and oral, with respect hereto and thereto.

2.03. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

2.04. Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic and legal substance of the transactions contemplated hereby are not affected in any manner materially adverse to any party.


2.05. Interpretation. When a reference is made in this Agreement to an Article, a Section, Exhibit or Schedule, such reference shall be to an Article of, a Section of, or an Exhibit or Schedule to, this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. All terms defined in this Agreement shall have the defined meanings when used in any document made or delivered pursuant hereto unless otherwise defined therein.

[Remainder of Page Intentionally Left Blank]
[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement is hereby executed as of the date first above written on behalf of the Merging Company and the Surviving Company.

SURVIVING COMPANY:

Kahala Corp., a Delaware corporation

By: 
Name: Kevin A. Blackwell
Its: Chairman and CEO

MERGING COMPANY:

Kahala Corp., a Florida corporation

By: 
Name: David Guarino
Its: President

EXHIBIT A

Certificate of Merger

(See attached)

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**SECRETARY OF STATE
TALLAHASSEE, FLORIDA**

CERTIFICATE OF MERGER

of

KAHALA CORP.
(a Florida corporation)

with and into

KAHALA CORP.
(a Delaware corporation)

Pursuant to Title 8, Section 252 of the Delaware General Corporation Law (the "DGCL"), the undersigned corporation executed the following Certificate of Merger:

1. The name of the surviving corporation is Kahala Corp., a Delaware corporation, and the name of the corporation being merged into this surviving corporation is Kahala Corp., a Florida corporation.

2. An Agreement and Plan of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations pursuant to Title 8 Section 252 of the DGCL.

3. The name of the surviving corporation is Kahala Corp., a Delaware corporation (the "Surviving Corporation").

4. The Certificate of Incorporation of the Surviving Corporation as in effect prior to the merger shall continue to be its Certificate of Incorporation after giving effect to the merger.

5. The authorized stock and par value of the non-Delaware corporation is 100,000,000 shares of Common Stock, par value \$0.001 per share, and 20,000 shares of Preferred Stock (including 5,750 shares of Series A Preferred Stock, 6,500 shares of Series B Preferred Stock, 1,600 shares of Series C Preferred Stock, 5,000 shares of Series D Preferred Stock, and 1,150 shares that have not yet been designated), par value \$0.001 per share.

6. The merger is to become effective upon the filing of this Certificate of Merger with the Secretary of State of the State of Delaware.

7. A copy of the Agreement and Plan of Merger is on file at 9311 East Via De Ventura, Scottsdale, Arizona 85258.

8. A copy of the Agreement and Plan of Merger will be furnished by the Surviving Corporation on request, without cost, to any stockholder of the constituent corporations.

* * * * *

IN WITNESS WHEREOF, the Surviving Corporation has caused this certificate to be signed by an authorized officer, the ____ day of December, 2012.

KAHALA CORP.

By: _____
Kevin A. Blackwell
Chairman and CEO

EXHIBIT B

Certificate of Incorporation (Surviving Company)

(See attached)

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**SECRETARY OF STATE
TALLAHASSEE, FLORIDA**

**CERTIFICATE OF INCORPORATION
OF
KAHALA CORP.**

**Article I
Name**

The name of the corporation is Kahala Corp. (the "Corporation").

**Article II
Registered Office**

The address of the Corporation's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, City of Wilmington, County of New Castle, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

**Article III
Purposes**

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

**Article IV
Capital Stock**

The Corporation shall be authorized to issue two classes of shares of capital stock, to be designated, respectively, "Common Stock" and "Preferred Stock." The total number of shares of Common Stock and Preferred Stock that the Corporation shall have authority to issue is five million (5,000,000) shares, of which four million five hundred thousand (4,500,000) shares shall be Common Stock, par value \$0.001 per share, and five hundred thousand (500,000) shares shall be Preferred Stock, par value \$0.001 per share.

The Board of Directors is hereby expressly authorized to provide, out of the unissued shares of Preferred Stock, for one or more series of Preferred Stock and, with respect to each such series, to fix the number of shares constituting such series and the designation of such series, the voting powers, if any, of the shares of such series, and the preferences and relative, participating, optional or other special rights, if any, and any qualifications, limitations or restrictions thereof, of the shares of such series. The powers, preferences and relative, participating, optional and other special rights of each series of Preferred Stock, and the qualifications, limitations or restrictions thereof, if any, may differ from those of any and all other series at any time outstanding.

**Article V
Incorporator**

The incorporator of the Corporation is Kevin A. Blackwell, whose mailing address is c/o Kahala Corp., 9311 East Via De Ventura, Scottsdale, Arizona 85258. The powers of the

incorporator are to terminate upon the filing of this Certificate of Incorporation.

Article VI Directors

The number of directors which shall comprise the initial Board of Directors of the Corporation shall be two (2). The initial directors of the Corporation shall be Kevin A. Blackwell, whose mailing address is c/o Kahala Corp., 9311 East Via De Ventura, Scottsdale, Arizona 85258, and David Guarino, whose mailing address is c/o Kahala Corp., 9311 East Via De Ventura, Scottsdale, Arizona 85258. Each such director shall serve until the Corporation's next annual meeting of stockholders and until his successor is duly elected and qualified or until his earlier resignation or removal.

The size of the Board of Directors may be increased or decreased in the manner provided in the Bylaws of the Corporation. All corporate powers of the Corporation shall be exercised by or under the direction of the Board of Directors except as otherwise provided herein or by law. Unless and to the extent that the Bylaws of the Corporation shall so require, the election of directors of the Corporation need not be by written ballot.

Article VII Bylaws

In furtherance and not in limitation of the powers conferred by the laws of the State of Delaware, the Board of Directors of the Corporation is expressly authorized to make, alter and repeal the Bylaws of the Corporation, subject to the power of the stockholders of the Corporation to adopt, alter or repeal any Bylaw of the Corporation, whether adopted by them or otherwise, to the extent required by the General Corporation Law of the State of Delaware.

Article VIII Limitation of Liability; Indemnification

1. Limitation of Liability. To the fullest extent permitted by law, a director of the Corporation shall not be personally liable to the Corporation or to its stockholders for monetary damages for any breach of fiduciary duty as a director. No amendment to, modification of or repeal of this Article VIII, Paragraph 1 shall apply to or have any effect on the liability or alleged liability of any director of the Corporation for or with respect to any acts or omissions of such director occurring prior to such amendment.

2. Indemnification. The Corporation shall indemnify, advance expenses, and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any person (a "Covered Person") who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "Proceeding"), by reason of the fact that he or she, or a person for whom he or she is the legal representative, is or was a director or officer of the Corporation or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust, enterprise or nonprofit entity, including service with respect to employee

benefit plans, against all liability and loss suffered and expenses (including attorneys' fees) reasonably incurred by such Covered Person. Notwithstanding the preceding sentence, except for claims for indemnification (following the final disposition of such Proceeding) or advancement of expenses not paid in full, the Corporation shall be required to indemnify a Covered Person in connection with a Proceeding (or part thereof) commenced by such Covered Person only if the commencement of such Proceeding (or part thereof) by the Covered Person was authorized in the specific case by the Board of Directors of the Corporation. Any amendment, repeal or modification of this Article VIII, Paragraph 2 shall not adversely affect any right or protection hereunder of any person in respect of any act or omission occurring prior to the time of such repeal or modification.

Article IX
Special Meetings of Stockholders

Special meetings of the stockholders of the Corporation may only be called by the Board of Directors of the Corporation.

Article X
Stockholder Action by Written Consent

Any action required or permitted to be taken at any annual or special meeting of the stockholders of the Corporation may be taken without a meeting, without prior notice and without a vote, but only if consents in writing, setting forth the action so taken, shall be signed unanimously by all of the holders of the Corporation's issued and outstanding capital stock entitled to vote thereon and delivered to the Corporation in accordance with the requirements of applicable law.

Article XI
Amendment

The Corporation reserves the right at any time, and from time to time, to amend, alter, change or repeal any provision contained in this Certificate of Incorporation. Unless and only to the extent that applicable law requires a lower approval threshold, any such amendment, alteration, change or repeal shall require the affirmative vote or consent of stockholders holding at least 66-2/3% of the voting power of the Corporation's issued and outstanding capital stock. All rights, preferences and privileges of whatsoever nature conferred upon stockholders, directors or any other persons whomsoever by and pursuant to this Certificate of Incorporation in its present form or as hereafter amended are granted subject to the rights reserved in this Article XI.

I, THE UNDERSIGNED, for the purposes of incorporating and organizing a corporation under the General Corporation Law of the State of Delaware, do execute this Certificate of Incorporation, and do certify that the facts herein stated are true.

DATED this ____ day of December, 2012.

Kevin A. Blackwell, Incorporator