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**MERGER OR SHARE EXCHANGE
KLS GROUP INTERNATIONAL, LLC**

Certificate of Status	0
Certified Copy	0
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J. BRYAN

DEC 30 2010

EXAMINER
12/28/2010

CERTIFICATE OF MERGER

MERGING

KLS GROUP INTERNATIONAL, LLC,
a Maryland Limited Liability Company

WITH AND INTO

KLS GROUP INTERNATIONAL, LLC,
a Florida Limited Liability Company

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Pursuant to Section 608.4382 of the Florida Limited Liability Company Act

December 28, 2010

The undersigned limited liability companies organized and existing under and by virtue of the Maryland Limited Liability Company Act (the "MD LLC Act") and the Florida Limited Liability Company Act (the "FL LLC Act"), respectively, hereby certifies that:

FIRST: The names and the jurisdictions of organization of the constituent limited liability companies that are parties to this Certificate of Merger and which are to merge are as follows:

- (a) KLS Group International, LLC, a Maryland limited liability company (the "Merging Entity"); and
- (b) KLS Group International, LLC, a Florida limited liability company (the "Surviving Entity").

SECOND: The terms and conditions of the merger of the Merging Entity with and into the Surviving Entity are as set forth in an Agreement and Plan of Merger, a copy of which is attached hereto as *Exhibit A* (the "Merger Agreement"), which Merger Agreement was approved, adopted and executed by the Merging Entity and the Surviving Entity in accordance with, and pursuant to, the provisions of Section 608.438 of the FL LLC Act.

THIRD: The name of the surviving domestic limited liability company in the merger is "KLS Group International, LLC."

FOURTH: The terms and conditions of the merger were advised, authorized and approved by each of the Merging Entity and Surviving Entity in the manner and by the vote required by their respective organizational documents and the laws applicable to mergers of their respective jurisdictions.

FIFTH: The merger shall become effective as of the later of (i) such date and time as the Florida Department of State files this certificate of merger for record, or (ii) such date and time as the Maryland State Department of Assessments and Taxation files the articles of merger for record.

[Signature Page Follows]

IN WITNESS WHEREOF, the each of the Surviving Entity and Merging Entity has caused this Certificate of Merger to be executed by its respective authorized person as of the date first written above.

KLS Group International, LLC,
a Florida limited liability company

By: 
Maria Teresa Krastel, Managing Member

KLS Group International, LLC,
a Maryland limited liability company

By: 
Maria Teresa Krastel, Managing Member

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Exhibit A
(Merger Agreement)

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is dated as of December 28, 2010 by and between KLS Group International, LLC, a Maryland limited liability company ("Merging LLC"), and KLS Group International, LLC, a Florida limited liability company ("Surviving LLC").

Recitals

- A. Each of Merging LLC and Surviving LLC desires that Merging LLC merge with and into Surviving LLC pursuant to the terms and conditions of this Agreement.
- B. Merging LLC caused its Articles of Organization to be filed with the Maryland State Department of Assessments and Taxation ("SDAT") on February 21, 2008.
- C. Surviving LLC caused its Articles of Organization to be filed with the Florida Department of State (the "FDOS") on December 27, 2010.
- D. All of the outstanding membership interests of both Merging LLC and Surviving LLC are owned by Maria Teresa Krastel and Maria Victoria Cabal (collectively, the "Members"). Accordingly, Merging LLC and Surviving LLC are disregarded entities for income tax purposes, and the merger to be accomplished pursuant to this Agreement has no income tax consequences.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto hereby agree as follows:

- 1. At the Effective Time (as defined below), Merging LLC shall be merged with and into Surviving LLC (the "Merger") in accordance with the Florida Limited Liability Company Act (the "LLC Act"), and otherwise upon the terms and conditions set forth herein, all without any further act or documentation (other than the filing of a certificate of merger with the FDOS and the filing of articles of merger with SDAT), provided that the parties hereto (or whichever of them is necessary) shall record, file and take any other actions as and to the extent such are required by the LLC Act or by any other applicable conveyancing, recordation, filing and/or similar requirements or as may be customarily undertaken in transactions similar to the type described herein. The Members, as all of the members of Surviving LLC, shall execute, deliver, and file a certificate of merger with the FDOS and articles of merger with SDAT. As used herein, the term Effective Time means the later of (i) such date and time as the FDOS accepts the certificate of merger, and (ii) such date and time as SDAT accepts articles of merger.
- 2. The manner and basis of converting the membership interests of Merging LLC ("Merging LLC Interest") into membership interests of Surviving LLC ("Surviving LLC Interest") are as follows: At the Effective Time, all of the issued and outstanding units of Merging LLC Interest shall be converted into an equal number of units of Surviving LLC Interest and, as a result, all of the issued and outstanding units of Surviving LLC Interest shall be owned by the same individuals that owned all of the issued and outstanding units of Merging LLC Interest (i.e. the Members).
- 3. No amendments to the articles of organization or operating agreement of Surviving LLC are desired in connection with the Merger.

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4. All governing documents of Merging LLC shall terminate and be of no further force and effect at the Effective Time.

5. At the Effective Time, all property, rights, privileges, franchises, patents, trademarks, licenses, registrations, and other assets of every kind, nature, and description of Merging LLC shall be transferred to, vested in, and devolved upon Surviving LLC without further act or deed, and all property, rights, and every other interest of Merging LLC and Surviving LLC shall be as effectively the property of Surviving LLC as they were of Merging LLC and Surviving LLC, respectively. All rights of creditors of Merging LLC (if any) and all liens upon any property of Merging LLC shall be preserved unimpaired, and all debts, liabilities and duties of Merging LLC shall attach to Surviving LLC and may be enforced against Surviving LLC to the same extent as if such debts, liabilities and duties had been incurred or contracted by Surviving LLC.

6. At any time, or from time to time, after the Effective Time, the managing member of Merging LLC, or the managing member of Surviving LLC, may, in the name of Merging LLC, execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as Surviving LLC may deem necessary or desirable in order to vest in and conform to Surviving LLC title to and possession of any property of Merging LLC acquired or to be acquired by reason of or as a result of the Merger and otherwise to carry out the intents and purposes thereof.

7. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida, without giving effect to its conflicts of laws provisions.

8. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

9. This Agreement contains the entire understanding and agreement among the parties hereto with respect to the subject matter hereof, and supersedes all prior discussions, understandings, and agreements (whether oral or written) between them with respect thereto. No amendment to, or modification or waiver of, any of the terms of this Agreement shall be valid unless in writing and signed by the party against whom enforcement of such amendment, modification or waiver is sought.

10. Each of the parties hereto agrees to furnish such information, to do all acts and things, and to execute and deliver such agreements, documents, certificates, and instruments as shall from time to time be reasonably required to effectuate the terms and provisions of this Agreement.

11. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument, and may be delivered via facsimile or electronic transmission.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Merging LLC:

KLS Group International, LLC,
a Maryland limited liability company

By: 
Maria Teresa Krastel, Managing Member

Surviving LLC:

KLS Group International, LLC,
a Florida limited liability company

By: 
Maria Teresa Krastel, Managing Member

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