140204

BARBARA K. CEGAVSKE
Secretary of State
202 North Carson Street
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Articles of Exchange

(PURSUANT TO NRS 92A.200)

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Barbara K. Cegavske Secretary of State State of Nevada	Entity Number C29792-2004

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Articles of Exchange
(Pursuant to NRS Chapter 92A - excluding 92A.200(4b))

1) Name and jurisdiction of organization of each constituent entity (NRS 92A.200):

☐ **If there are more than two constituent entities, please check box and attach an 8 1/2" x 11" blank sheet listing the entities continued from article one.**

KYN CAPITAL GROUP, INC.
Name of *acquired* entity

Wyoming
Jurisdiction

Corporation
Entity type *

and,

KYN CAPITAL GROUP, INC.
Name of *acquiring* entity

Nevada
Jurisdiction

Corporation
Entity type *

2) The undersigned declares that a plan of exchange has been adopted by each constituent entity (NRS 92A.200).

* Corporation, non-profit corporation, limited partnership, limited-liability limited partnership, limited-liability company or business trust.

FILING FEE: $350.00

This form must be accompanied by appropriate fees.

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3) Owner's approval (NRS 92A.200) (options a, b or c must be used for each entity):

☐ **If there are more than two constituent entities, please check box and attach an 8 1/2" x 11" blank sheet listing the entities continued from article three.**

(a) Owner's approval was not required from

Name of *acquired* entity, if applicable

and, or;

Name of *acquiring* entity, if applicable

(b) The plan was approved by the required consent of the owners of *

KYN CAPITAL GROUP, INC.

Name of *acquired* entity, if applicable

and, or;

KYN CAPITAL GROUP, INC.

Name of *acquiring* entity, if applicable

* Unless otherwise provided in the certificate of trust or governing instrument of a business trust, an exchange must be approved by all the trustees and beneficial owners of each business trust that is a constituent entity in the exchange.

This form must be accompanied by appropriate fees.

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(c) Approval of plan of exchange for Nevada non-profit corporation (NRS 92A.160):

The plan of exchange has been approved by the directors of the corporation and by each public officer or other person whose approval of the plan of exchange is required by the articles of incorporation of the domestic corporation.

Name of *acquired* entity, if applicable

and, or;

Name of *acquiring* entity, if applicable

4) Location of Plan of Exchange (check a or b):

☒ (a) The entire plan of exchange is attached;

or,

☐ (b) The entire plan of exchange is on file at the registered office of the acquiring corporation, limited-liability company or business trust, or at the records office address if a limited partnership, or other place of business of the acquiring entity (NRS 92A.200).

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5) Effective date and time of filing: (optional) (must not be later than 90 days after the certificate is filed)

Date: ______ **Time:** ______

6) Signatures - Must be signed by: An officer of each Nevada corporation; All general partners of each Nevada limited partnership; All general partners of each Nevada limited-liability limited partnership; A manager of each Nevada limited-liability company with managers or a member if there are no Managers; A trustee of each Nevada business trust (NRS 92A.230):**

☐ **If there are more than two constituent entities, please check box and attach an 8 1/2" x 11" blank sheet listing the entities continued from article six.**

KYN CAPITAL GROUP, INC.
Name of *acquired* entity

X Chan Aryan Yebar | CEO | 4/16/2015
Signature | **Title** | **Date**

KYN CAPITAL GROUP, INC.
Name of *acquiring* entity

X Chan Aryan Yebar | President | 4/16/2015
Signature | **Title** | **Date**

* An exchange takes effect upon filing the articles of exchange or upon a later date as specified in the articles, which must not be more than 90 days after the articles are filed (NRS 92A.240).

**The articles of exchange must be signed by each foreign constituent entity in the manner provided by the law governing it (NRS 92A.230). Additional signature blocks may be added to this page or as an attachment, as needed.

IMPORTANT: Failure to include any of the above information and submit with the proper fees may cause this filing to be rejected.

This form must be accompanied by appropriate fees.

Reset

PLAN OF EXCHANGE
BY WHICH
KYN CAPITAL GROUP, INC.
(a Nevada corporation)
SHALL ACQUIRE
KYN CAPITAL GROUP, INC.
(a Wyoming corporation)

This Plan of Exchange (the "Agreement" or "Plan of Exchange") is made and dated as of this 9th day of April 2015, and is intended to supersede all previous oral or written agreements, if any, between the parties, with respect to its subject matter. This Agreement anticipates that extensive due diligence shall have been performed by both parties. All due diligence shall have been completed by the Parties no later than April 9, 2015.

I. RECITALS

1. The Parties to this Agreement: KYN CAPITAL GROUP, INC. **("KYNG"),** a Nevada corporation, KYN CAPITAL GROUP, INC. **("KYN SUB")**, a Wyoming corporation, and the Shareholders of KYN SUB **("KYN SUB Shareholders")**.

(1.1) The Capital of KYNG consists of (i) 190,000,000 authorized shares of Common Stock, par value $0.001, of which 11,705 shares are issued and outstanding (**"Common Stock"**), and (ii) 10,000,000 authorized shares of Preferred Stock, par value $0.001, of which 260,000 shares are designated as Convertible Series A Stock, issued and outstanding, each share of which has conversion and voting rights attached of 100 common shares on all matters, and 3,000,000 shares are designated as Series B Preferred Stock, none of which are issued and outstanding, and each share of Series B Preferred Stock has dividend rights determine by the Board of Directors and redemption rights, but no voting or conversion rights. For purposes of this Agreement, the Common Stock of KYNG shall be referred to as the "KYNG Shares."

(1.2) The Capital of KYN SUB consists of (i) 100,000,000 authorized shares of Preferred Stock, par value $0.001, of which 700,000 shares issued and outstanding, each share of which has conversion and voting rights attached of 100 common shares on all matters, and (ii) 2,400,000,000 authorized shares of Common Stock, par value $0.001, of which 47,500,000 shares are issued and outstanding, which represent 100% ownership of KYN SUB, for the purposes of this Agreement shall be referred to as "KYN Sub Shares".

2. Transaction Descriptive Summary: KYNG desires to acquire KYN SUB and KYN SUB Shareholders desire that KYN SUB be acquired by KYNG. KYNG would acquire 100% of the Capital Shares of KYN SUB in exchange for an issuance by KYNG of 47,500,000 shares of Common Stock of KYNG to KYN SUB Shareholders, and/or their assigns. The above issuance will give KYN SUB Shareholders and/or their assigns a 'controlling interest' in KYNG representing approximately 99.98% of the then issued and outstanding shares of KYNG Common Stock. The transaction will immediately close upon the written approval from the board of directors of each party and the exchange of the KYN SUB Capital Shares for 47,500,000 shares of KYNG Common Stock. The parties intend that the transactions qualify and meet the Internal Revenue Code requirements for a tax free reorganization, in which there is no corporate gain or loss recognized by the parties, with reference to Internal Revenue Code (IRC) sections 354 and 368.

3. Nevada and Wyoming compliance. Articles of Exchange are required to be filed by law as the last act to make the plan of exchange final and effective under Nevada and Wyoming law.

4. Financial Statements. Not more than 30 days after the Closing, KYN SUB shall at its sole cost and expense provide to KYNG unaudited financial statements of KYN SUB for years ended December 31, 2014 and 2013 ("Financial Statements"), in the form required by the Securities and Exchange Commission. The Financial Statements shall be prepared in accordance with accounting principles generally accepted in the United States of America ("GAAP").

II. PLAN OF EXCHANGE

1. Conditions Precedent to Closing.

The obligation of the parties to consummate the transactions contemplated herein are subject to the fulfillment or waiver prior to the closing of the following conditions precedent:

(1.1) Shareholders Approval. KYN SUB and KYNG shall have secured the approvals of their shareholders, respectively for this transaction, if required, in accordance with the laws of their place of organization or incorporation and their constituent documents.

(1.2) Board of Directors. The Board of Directors of KYN SUB and KYNG shall have approved the transaction and this agreement, respectively, in accordance with the laws of their place of organization or incorporation and their constituent documents.

(1.3) Due Diligence Investigation. Each party shall have furnished to the other party all corporate and financial information which is customary and reasonable, to conduct its respective due diligence, normal for this kind of transaction. If either party determines that there is a reason not to complete the Plan of Exchange as a result of their due diligence examination, then they must give written notice to the other party prior to the expiration of the due diligence examination period. The due diligence period, for purposes of this paragraph, shall have expired on April 9, 2015. The Closing Date shall be the date when satisfying or waiving all of the conditions precedent to closing set forth in this Plan of Exchange, unless extended to a later date by mutual agreement of the parties.

(1.4) The rights of dissenting shareholders. Rights of dissenting shareholders, if any, of each party shall have been satisfied and the Board of Directors of each party shall have determined to proceed with the PLAN OF EXCHANGE.

(1.5) All of the terms, covenants and conditions of the PLAN OF EXCHANGE to be complied with or performed by each party before Closing shall have been complied with, performed or waived in writing;

(1.6) The representations and warranties of the parties, contained in the PLAN OF EXCHANGE, as herein contemplated, except as amended, altered or waived by the parties in writing, shall be true and correct in all material respects at the Closing with the same force and effect as if such representations and warranties are made at and as of such time; and each party shall provide the other with a certificate, certified either individually or by an officer, dated as of the Closing Date, to the effect, that all conditions precedent have been met, and that all representations and warranties of such party are true and correct as of that date. The form and substance of each party's certification shall be in form reasonably satisfactory to the other.

(1.6.1) KYNG Representations and Warranties. To induce KYN SUB and KYN SUB Shareholders to enter into this transaction and intending for them to rely on them, KYNG represents and warrants that as of the signing of this Agreement and the date of Closing:

a. KYNG is a corporation duly organized, validly existing and in good standing under the laws of the State of Nevada, and has all requisite corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby and thereby and to perform all the terms and conditions hereof and thereof to be performed by it.

b. KYNG has the power and authority (including full corporate power and authority) to execute and deliver this Agreement and to perform its obligations hereunder. All corporate actions or proceedings to be taken by or on the part of KYNG to authorize and permit the due execution and valid delivery of this Agreement and the transactions contemplated hereunder have been or will have been prior to the Closing duly and properly taken. This Agreement has been duly executed and validly delivered by KYNG and constitutes the legal, valid and binding obligation of each of them enforceable in accordance with its terms and conditions.

c. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereunto will not (with or without the giving of notice or the lapse of time, or both) (i) violate any provision of the charter or bylaws of KYNG, (ii) violate, or, require any consent, authorization or approval of, or exemption by, or filing under any provision of any law, statute, rule or regulation to which KYNG are subject, (iii) violate any judgment, order, writ or decree of any court applicable to KYNG, or (iv) result in a breach of, constitute a default under any contract, agreement or instrument to which KYNG is a party.

d. KYNG currently has the authority to issue up to 190,000,000 shares of Common Stock, par value $0.001, up to 10,000,000 authorized shares of Preferred Stock, par value $0.001, of which 260,000 shares are designated as Convertible Series A Stock, issued and outstanding, each share of which has conversion and voting rights attached of 100 common shares on all matters, and 3,000,000 shares are designated as Series B Preferred Stock, none of which are issued and outstanding, and each share of Series B Preferred Stock has dividend rights determine by the Board of Directors and redemption rights, but no voting or conversion rights.

e. Not more than 11,705 shares of Common Stock of KYNG have been issued and are outstanding.

f. Other than as set forth herein, there are no preemptive rights, options, warrants, conversion or redemption privileges or other rights or agreements presently outstanding for the purchase or acquisition from KYNG of any of its authorized but unissued stock of any class.

g. After the transactions contemplated by this Agreement, KYN SUB Shareholders and/or their assigns, shall, as a group, obtain a 'controlling interest' in KYNG representing 99.98% of the then issued and outstanding shares of KYNG Common Stock.

h. To the extent any shareholders of KYNG stock are entitled to dissenter's rights under the pertinent laws in the State of Nevada in connection with any of the transactions contemplated under this Agreement, KYNG shall have satisfied and paid any such obligations in full.

i. The KYNG Shares shall be fully paid and non-assessable and free of all liens and encumbrances.

j. Upon issuance of the shares, KYN SUB Shareholders will acquire good title to the KYNG Shares, free and clear of all liens, claims, options, proxies, voting agreements, charges or encumbrances of whatever nature affecting them.

k. The business and financial information about KYNG that has been disclosed is true and correct in all material respects.

l. There is no action, suit, investigation, claim, arbitration or litigation pending or threatened against KYNG.

m. These representations shall survive closing and remain effective for two years after Closing.

(1.6.2) Representations of KYN SUB and KYN SUB Shareholders. To induce KYNG to enter into this transaction and intending for them to rely on them, KYN SUB and the majority of KYN SUB Shareholders represent and warrant that as of the signing of this Agreement and the date of Closing:

a. KYN SUB is corporation duly organized, validly existing and in good standing under the laws of the State of Wyoming, and has all requisite corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby and thereby and to perform all the terms and conditions hereof and thereof to be performed by it.

b. KYN SUB and KYN SUB Shareholders have the power and authority (including full corporate power and authority) to execute and deliver this Agreement and to perform its or their obligations hereunder. All corporate actions or proceedings to be taken by or on the part of KYN SUB and/or KYN SUB Shareholders to authorize and permit the due execution and valid delivery of this Agreement and the transactions contemplated hereunder have been or will have been prior to the Closing duly and properly taken. This Agreement has been duly executed and validly delivered by KYN SUB and KYN SUB Shareholders and constitutes the legal, valid and binding obligation of each of them enforceable in accordance with its terms and conditions.

c. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereunto will not (with or without the giving of notice or the lapse of time, or both) (i) violate any provision of the Articles of Incorporation, as amended of KYN SUB, (ii) violate, or, require any consent, authorization or approval of, or exemption by, or filing under any provision of any law, statute, rule or regulation to which KYN SUB and KYN SUB Shareholders are subject, (iii) violate any judgment, order, writ or decree of any court applicable to KYN SUB and KYN SUB Shareholders, or (iv) result in a breach of, constitute a default under any contract, agreement or instrument to which KYN SUB and KYN SUB Shareholders are a party.

d. The authorized capital stock of KYN SUB consists of 2,500,000,000 shares, $.001 par value, of which up to 2,400,000,000 shares are authorized as Common Stock, and 100,000,000 shares are authorized as Preferred Stock on the date hereof. KYN SUB has no other shares of capital stock reserved for issuance upon the exercise of any other options or any warrants and no shares of capital stock are reserved for issuance to any party, including upon the conversion of any outstanding convertible notes, debentures or securities. KYN SUB has no outstanding options, rights, calls, preemptive rights, subscriptions or commitments to issue any equity securities of KYN SUB. No stockholders of KYN SUB has a right to receive dividends, and no unpaid dividends are due and owing with regard to KYN SUB capital stock.

e. There is no plan or arrangement to issue capital stock by KYN SUB except as set forth in this Agreement, and there are no registration rights to which KYN SUB is a party or by which it is bound with respect to any equity securities of KYN SUB.

f. The KYN SUB Shares are owned beneficially and of record by KYN SUB Shareholders free and clear of any mortgage, lien (statutory or otherwise), security interest, charge, adverse right, interest or claim, pledge, license, option, conditional sales contract, assessment, levy, easement, covenant, condition, reservation, hypothecation, restriction, title defect, exception, limitation, charge, possibility of reversion, right of refusal, voting trust or agreement, proxy, or encumbrance of any nature whatsoever. KYN SUB Shareholders have the unqualified right to sell, assign, and deliver KYN SUB Shares, and, upon consummation of the transactions contemplated by this Agreement, KYNG will acquire good and valid title to KYN SUB Shares, free and clear of all liens, claims, options, charges, and encumbrances of whatsoever nature. KYN SUB Shareholders acknowledge that the KYNG Shares being acquired from KYNG are restricted securities as that term is defined in Rule 144 of the Securities Act of 1933.

g. KYN SUB Shareholders (A) understand that the KYNG Shares are not registered under the Securities Act, or under any state securities laws, and are being offered and sold in reliance upon federal and state exemptions for transactions not involving any public offering, (B) are acquiring the KYNG Shares solely for their own account for investment purposes, and not with a view of distribution thereof, (C) are sophisticated investors with knowledge and experience in business and financial matters; (D) have received certain information concerning KYNG and have had the opportunity to obtain additional information as desired in order to evaluate the merits and the risks inherent in holding the KYNG Shares and, and (E) are able to bear the economic risk and lack of liquidity inherent in holding the KYNG Shares. KYN SUB Shareholders are aware of the risk factors associated with the KYNG Shares.

h. KYN SUB is in compliance with, and is not in violation of, applicable federal state, local or foreign statutes, laws and regulations affecting KYN SUB or its properties or the operation of its business. KYN SUB is not subject to any order, decree, judgment or other sanction of any court, administrative agency or other tribunal.

i. KYN SUB and KYN SUB Shareholders have not taken and will not take and no officer, stockholder or director has taken, directly or indirectly, any action designed to, or which has constituted, or which might reasonably be expected to, cause or result in any violations of federal or state securities laws.

j. KYN SUB has obtained each material federal, state, county, local or foreign governmental consent, license, permit, grant, or other authorization of a governmental entity (i) pursuant to which KYN SUB currently operates or holds any interest in any of its properties, or (ii) that is required for the operation KYN SUB's business or the holding of any such interest, and all of such authorizations are in full force and effect.

k. No person, firm, corporation or other entity is entitled by reason of any act or omission of KYN SUB to any broker's or finder's fees, commission or other similar compensation with respect to the execution and delivery of this Agreement, or with respect to the consummation of the transactions contemplated hereby.

l. KYN SUB has duly filed all tax returns required to be filed by or with respect to it with the Internal Revenue Service and other applicable taxing authorities, and no extensions with respect to such tax returns have been requested or granted. KYN SUB has paid, or adequately reserved against in its Financial Statements, all material taxes due, or claimed by any taxing authority to be due, from or with respect to it. All such tax returns were correct when filed.

m. There is no legal action, suit, arbitration or other legal, administrative or other governmental proceeding pending or to the knowledge of KYN SUB threatened against or affecting KYN SUB or its properties, assets or business.

n. During the past five-year period, no officer or director of KYN SUB has been the subject of:

(i) a petition under the federal bankruptcy laws or any other insolvency or creditor's rights laws, nor has a receiver, fiscal agent or similar officer been appointed by a court for the business or property of such person, or any partnership in which he was a general partner at or within two years before the time of such filing or such appointment, or any corporation or business association of which he was an executive officer at or within two years before the time of such filing or appointment;

(ii) a conviction in a criminal proceeding or a named subject of a pending criminal proceeding;

(iii) any order, judgment or decree, not subsequently reversed, suspended or vacated, of any court of competent jurisdiction, permanently or temporarily enjoining him from, or otherwise limiting, the following activities: acting as an investment adviser, underwriter, broker or dealer in securities, or as an affiliated person, director or employee of any investment company, bank, savings and loan association or insurance company, or engaging in or continuing any conduct or practice in connection with such activities; engaging in any type of business activity; and engaging in any activity in connection with the purchase or sale of any security or commodity or in connection with any violation or federal, state or other securities laws or other laws.

(iv) any order, judgment or decree, not subsequently reversed, suspended or vacated, of any federal, state or local authority barring, suspending or otherwise limiting for more than 60 days the right of such person to engage in any activity described above, or to be associated with persons engaged in any such activity.

(v) a finding by a court of competent jurisdiction in a civil action or by the SEC to have violated any federal securities law, and the judgment in such civil action or finding by the SEC has not been subsequently reversed.

o. For the year ended December 31, 2014, statements of income are true and accurate.

p. The information contained in any investment presentation made or given to KYNG is true and correct in all material aspects. Since December 31, 2013, there has not been:

(i) any sale, lease, transfer, license or assignment of any assets, tangible or intangible, of KYN SUB;

(ii) any damage, destruction or property loss, whether or not covered by insurance, affecting adversely the properties or business of KYN SUB;

(iii) any declaration or setting aside or payment of any dividend or distribution with respect to the shares of capital stock of KYN SUB or any redemption, purchase or other acquisition of any such shares;

(iv) any subjection to any lien on any of the assets, tangible or intangible, of KYN SUB;

(v) any incurrence of indebtedness or liability or assumption of obligations by KYN SUB;

(vi) any material adverse change in the condition (financial or otherwise) of the respective properties, assets, liabilities or business of Purchaser.

q. These representations shall survive closing and remain effective for two years after Closing.

2. Conditions Concurrent and Subsequent to Closing.

(2.1) Delivery of Capital Shares of KYN SUB. At closing KYN SUB Shareholders shall deliver their KYN SUB Shares to KYNG.

(2.2) Acquisition Share Issuance. Immediately upon the Closing, KYNG shall issue 47,500,000 new investment shares of Common Stock of KYNG to KYN SUB Shareholders in exchange for 100% of the KYN SUB Shares, and, as a result, the then outstanding common shares shall be as follows:

KYNG Issued and outstanding	11,705
Acquisition Share Issuance	47,500,000
Resulting Total	47,511,705

The above issuance will give KYN SUB Shareholders and/or their assigns a 'controlling interest' in KYNG representing 99.98% of the then issued and outstanding shares of KYNG Common Stock. All parties to this agreement shall deliver true and correct shareholder lists to the other at Closing.

3. Plan of Exchange

(3.1) Exchange and Reorganization: KYNG and KYN SUB shall be hereby reorganized, such that KYNG shall acquire 100% of the KYN SUB Shares, and KYN SUB shall become a wholly-owned subsidiary of KYNG.

(3.2) Issuance of Common Stock: At the Closing, KYNG shall issue 47,500,000 new investment shares of Common Stock of KYNG to KYN SUB Shareholders and/or their assigns within 5 business days upon receiving all the required shareholder information from KYN SUB.

(3.3) Closing/Effective Date: The PLAN OF EXCHANGE shall become effective immediately upon approval and adoption by the parties hereto, in the manner provided by the law of the places of incorporation and constituent corporate documents, and upon compliance with governmental filing requirements, such as, without limitation, filings under the Securities Exchange Act of 1933, and the filing of Articles of Exchange, if applicable under State Law. Closing shall occur upon the approval by the Board of Directors of the parties hereto or are waived by the parties.

(3.4) Surviving Corporations: Both corporations shall survive the exchange and reorganization herein contemplated and shall continue to be governed by the laws of its respective jurisdiction of incorporation.

(3.5) Rights of Dissenting Shareholders/Shareholders: Each Party is the entity responsible for the rights of its own dissenting shareholders, if any.

(3.6) Service of Process and Address: Each corporation shall continue to be amenable to service of process in its own jurisdiction, exactly as before this acquisition. The mailing address of KYNG is 535 Fifth Avenue, 4th Floor, New York, NY 10017.The address of KYN SUB is 218 Main Street, Nanuet, NY 10954. The address of KYNG will be changed, according to the instruction of KYN SUB.

(3.7) Surviving Articles of Incorporation: the Articles of Incorporation of KYNG and the By-laws of KYN SUB shall remain in full force and effect, unchanged.

(3.8) Surviving By-Laws: the By-Laws of KYNG shall remain in full force and effect, unchanged.

(3.9) Further Assurance, Good Faith and Fair Dealing: the Directors of KYN SUB and KYNG shall execute and deliver any and all necessary documents, acknowledgments and assurances and do all things proper to confirm or acknowledge any and all rights, titles and interests created or confirmed herein; and both companies covenant expressly hereby to deal fairly and in good faith with each other and each others' shareholders. In furtherance of the parties desire, as so expressed, and to encourage timely, effective and businesslike resolution the parties agree that any dispute arising between them, capable of resolution by arbitration, shall be submitted to binding arbitration. As a further incentive to private resolution of any dispute, the parties agree that each party shall bear its own costs of dispute resolution and shall not recover such costs from any other party.

(3.10) General Mutual Representations and Warranties. The purpose and general import of the Mutual Representations and Warranties are that each party has made appropriate full disclosure to the others, that no material information has been withheld, and that the information exchanged is accurate, true and correct. These representations and warranties are made by each party to the other, unless otherwise provided in this agreement, and they speak and shall be true immediately before Closing.

(3.10.1) Organization and Qualification. Each corporation is duly organized and in good standing, and is duly qualified to conduct any business it may be conducting, as required by law or local ordinance.

(3.10.2) Corporate Authority. Each corporation has corporate authority, under the laws of its jurisdiction and its constituent documents, to do each and every element of performance to which it has agreed, and which is reasonably necessary, appropriate and lawful, to carry out this Agreement in good faith.

(3.10.3) Ownership of Assets and Property. Each corporation has lawful title and ownership of its property as reported to the other, and as disclosed in its financial statements.

(3.10.4) Absence of Certain Changes or Events. Each corporation has not had any material changes of circumstances or events which have not been fully disclosed to the other party, and which, if different than previously disclosed in writing, have been disclosed in writing as currently as is reasonably practicable. Specifically, and without limitation:

(3.10.4-a) the business of each corporation shall be conducted only in the ordinary and usual course and consistent with its past practice, and neither party shall purchase or sell (or enter into any agreement to so purchase or sell) any properties or assets or make any other changes in its operations, respectively, taken as a whole, or provide for the issuance of, agreement to issue or grant of options to acquire any shares, whether common, redeemable common, preferred or convertible preferred, in connection therewith;

(3.10.4-b) Except as set forth in this Plan of Exchange, neither corporation shall (i) amend its Articles of Incorporation or By-Laws, (ii) change the number of authorized or outstanding shares of its capital stock, or (iii) declare, set aside or pay any dividend or other distribution or payment in cash, stock or property to the extent that which might contradict or not comply with any clause or condition set forth in this Plan of Exchange;

(3.10.4-c) Except as set forth in this Plan of Exchange, neither corporation shall (i) issue, grant or pledge or agree or propose to issue, grant, sell or pledge any shares of, or rights of any kind to acquire any shares of, its capital stock, (ii) incur any indebtedness other than in the ordinary course of business, (iii) acquire directly or indirectly by redemption or otherwise any shares of its capital stock of any class or (iv) enter into or modify any contact, agreement, commitment or arrangement with respect to any of the foregoing;

(3.10.4-d) Except in the ordinary course of business, neither party shall (i) increase the compensation payable or to become payable by it to any of its officers or directors; (ii) make any payment or provision with respect to any bonus, profit sharing, stock option, stock purchase, employee stock ownership, pension, retirement, deferred compensation, employment or other payment plan, agreement or arrangement for the benefit of its employees (iii) grant any stock options or stock appreciation rights or permit the exercise of any stock appreciation right where the exercise of such right is subject to its discretion (iv) make any change in the compensation to be received by any of its officers; or adopt, or amend to increase compensation or benefits payable under, any collective bargaining, bonus, profit sharing, compensation, stock option, pension, retirement, deferred compensation, employment, termination or severance or other plan, agreement, trust, fund or arrangement for the benefit of employees, (v) enter into any agreement with respect to termination or severance pay, or any employment agreement or other contract or arrangement with any officer or director or employee, respectively, with respect to the performance or personal services that is not terminable without liability by it on thirty days notice or less, (vi) increase benefits payable under its current severance or termination, pay agreements or policies or (vii) make any loan or advance to, or enter into any written contract, lease or commitment with, any of its officers or directors;

(3.10.4-e) Neither party shall assume, guarantee, endorse or otherwise become responsible for the obligations of any other individual, firm or corporation or make any loans or advances to any individual, firm or corporation, other than obligations and liabilities expressly assumed by the other that party;

(3.10.4-f) Neither party shall make any investment of a capital nature either by purchase of stock or securities, contributions to capital, property transfers or otherwise, or by the purchase of any property or assets of any other individual, firm or corporation.

(3.10.5) Absence of Undisclosed Liabilities. Each corporation has, and has no reason to anticipate having, any material liabilities which have not been disclosed to the other, in the financial statements or otherwise in writing.

(3.10.6) Legal Compliance. Each corporation shall comply in all material respects with all Federal, state, local and other governmental (domestic or foreign) laws, statutes, ordinances, rules, regulations (including all applicable securities laws), orders, writs, injunctions, decrees, awards or other requirements of any court or other governmental or other authority applicable to each of them or their respective assets or to the conduct of their respective businesses, and use their best efforts to perform all obligations under all contracts, agreements, licenses, permits and undertaking without default.

(3.10.7) Legal Proceedings. Each corporation has no legal proceedings, administrative or regulatory proceeding, pending or suspected, which have not been fully disclosed in writing to the other.

(3.10.8) No Breach of Other Agreements. This Agreement, and the faithful performance of this agreement, will not cause any breach of any other existing agreement, or any covenant, consent decree, or undertaking by either, not disclosed to the other.

(3.10.9) Capital Stock. The issued and outstanding shares and all shares of capital stock of each corporation is as detailed herein, that all such shares are in fact issued and outstanding, duly and validly issued, were issued as and are fully paid and non-assessable shares, and that, other than as represented in writing, there are no other securities, options, warrants or rights outstanding, to acquire further shares of such corporation.

(3.10.11) Brokers' or Finder's Fees. Each corporation is unaware of any claims for brokers' fees, or finders' fees, or other commissions or fees, by any person not disclosed to the other, which would become, if valid, an obligation of either company.

(3.11) Miscellaneous Provisions

(3.11.1) Except as required by law, no party shall provide any information concerning any aspect of the transactions contemplated by this Agreement to anyone other than their respective officers, employees and representatives without the prior written consent of the other parties hereto. The aforesaid obligations shall terminate on the earlier to occur of (a) the Closing, or (b) the date by which any party is required under its articles or bylaws or as required by law, to provide specific disclosure of such transactions to its shareholders, governmental agencies or other third parties. In the event that the transaction does not close, each party will return all confidential information furnished in confidence to the other. In addition, all parties shall consult with each other concerning the timing and content of any press release or news release to be issued by any of them.

(3.11.2) This Agreement may be executed simultaneously in two or more counterpart originals. The parties can and may rely upon facsimile signatures as binding under this Agreement, however, the parties agree to forward original signatures to the other parties as soon as practicable after the facsimile signatures have been delivered.

(3.11.3) If any provision of this Agreement or the application thereof to any person or situation shall be held invalid or unenforceable, the remainder of the Agreement and the application of such provision to other persons or situations shall not be effected thereby but shall continue valid and enforceable to the fullest extent permitted by law.

(3.11.4) No waiver by any party of any occurrence or provision hereof shall be deemed a waiver of any other occurrence or provision.

(3.11.5) The parties acknowledge that both they and their counsel have been provided ample opportunity to review and revise this agreement and that the normal rule of construction shall not be applied to cause the resolution of any ambiguities against any party presumptively. The Agreement shall be governed by and construed in accordance with the laws of the State of Nevada.

4. Termination. The PLAN OF EXCHANGE may be terminated by written notice, at any time prior to closing, (i) by mutual consent, (ii) by either party during the due diligence phase, (iii) by either party, in the event that the transaction represented by the anticipated PLAN OF EXCHANGE has not been implemented and approved by the proper governmental authorities 60 days from the date of this Agreement, or (v) by either party in the event that a condition of closing is not met by April 30, 2015. In the event that termination of the PLAN OF EXCHANGE by either or both, as provided above, the PLAN OF EXCHANGE shall forthwith become void and there shall be no liability on the part of either party or their respective officers and directors.

5. Closing. The parties hereto contemplate that the closing of this Plan of Exchange shall occur simultaneously when all of the conditions precedent have been met or waived. The closing deliveries will be made pursuant to this Agreement. In addition, KYNG shall issue 47,500,000 new investment shares of Common Stock of KYNG to KYN SUB Shareholders and their assigns within 5 business days upon receiving all the required shareholder information from KYN SUB, pursuant to Rule 144 under the Securities Act of 1933, as amended, and KYNG shall acquire 100% of the KYN SUB Shares.

6. Merger Clause. This Plan of Exchange constitutes the entire agreement of the parties hereto with respect to the subject matter hereof, and such document supersedes all prior understandings or agreements between the parties hereto, whether oral or written, with respect to the subject matter hereof, all of which are hereby superseded, merged and rendered null and void.

IN WITNESS WHEREOF, The parties hereto, intending to be bound, hereby sign this Plan of Exchange below as of the date first written above.

KYN CAPITAL GROUP, INC.
(Nevada Corporation)

By: Clem Anyan Yeboah
Clem Yeboah
President

KYN CAPITAL GROUP, INC.
(Wyoming Corporation)

By: Clem Anyan Yeboah
Clem Yeboah
Chief Executive Officer

Majority of KYN CAPITAL GROUP, INC. ("KYN SUB") Shareholders:

KYN CAPITAL INTERESTS, INC.

By Clem Anyan Yeboah
Clem Yeboah
President
Holder of 700,000 shares of Preferred Stock,
equivalent to 70,000,000 shares of Common Stock
of KYN SUB after conversion,
representing 59.57 % ownership of the Company
on a fully dilutive basis