

To: Attn: Thelma  
Subject:

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Florida Department of State  
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010001.103225

MERGER OR SHARE EXCHANGE

The Frayman Group, Inc.

Certificate of Status	0
Certified Copy	1
Page Count	09
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From: Kim Weidenbach

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**ARTICLES OF MERGER**  
**(Profit Corporations)**

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

**First:** The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>The Frayman Group, Inc.</u>	<u>Delaware</u>	

**Second:** The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>The Frayman Group, Inc., a Florida corporation</u>	<u>Florida</u>	

**Third:** The Plan of Merger is attached.

**Fourth:** The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

**OR** \_\_\_\_/\_\_\_\_/\_\_\_\_ (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

**Fifth:** Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on \_\_\_\_\_.

The Plan of Merger was adopted by the board of directors of the surviving corporation on  
April 6, 2009 and shareholder approval was not required.

**Sixth:** Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on April 6, 2009.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on  
\_\_\_\_\_ and shareholder approval was not required.

*(Attach additional sheets if necessary)*

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**Seventh: SIGNATURES FOR EACH CORPORATION**

**Name of Corporation**

Signature of an Officer or Director \_\_\_\_\_

Typed or Printed Name of Individual & Title

**The Freyman Group, Inc., a Florida corporation**

**Yuri Frayman, President**

**The Freyman Group, Inc., a Delaware Corporation**

**Yuri Frayman, President**

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**AGREEMENT AND PLAN OF MERGER  
OF THE FRAYMAN GROUP, INC.,  
a Delaware corporation,**

**and**

**THE FRAYMAN GROUP, INC.,  
a Florida corporation**

FILED  
09 APR 28 AM 9:59  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

This Agreement and Plan of Merger dated as of April 6, 2009 (this "Agreement") is between The Frayman Group, Inc., a Florida corporation ("TFG Florida"), and The Frayman Group, Inc., a Delaware corporation ("TFG Delaware"). TFG Delaware and TFG Florida are sometimes referred to in this Agreement as the "Constituent Corporations."

**RECITALS**

A. TFG Delaware is a corporation duly organized and existing under the laws of the State of Delaware and has an authorized capital of 100,000,000 shares, 80,000,000 of which are designated "Common Stock," 1,000,000 shares are designated "Class A Common Stock" and 19,000,000 of which are designated "Preferred Stock" each with a par value of \$0.0001 per share. As of April 6, 2009, no shares of TFG Delaware capital stock were issued and outstanding.

B. TFG Florida is a corporation duly organized and existing under the laws of the State of Florida and has an authorized capital of 1,500 shares, all of which are designated "Common Stock," no par value. As of April 6, 2009, 1,197.551 shares of TFG Florida Common Stock were issued and outstanding.

C. The Board of Directors of TFG Florida has determined that, it is advisable and in the best interests of TFG Florida to merge with and into TFG Delaware upon the terms and conditions provided in this Agreement.

D. The respective Boards of Directors of TFG Delaware and TFG Florida have approved this Agreement and have directed that this Agreement be submitted to a vote of their respective stockholders and executed by the undersigned officers.

**AGREEMENT**

In consideration of the mutual agreements and covenants set forth herein, TFG Delaware and TFG Florida hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

**1. Merger.**

1.1 **Merger.** In accordance with the provisions of this Agreement, the Delaware General Corporation Law and the Florida Business Corporate Act, TFG Florida shall be merged with and into TFG Delaware (the "Merger"), the separate existence of TFG Florida

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shall cease and TFG Delaware shall be, and is sometimes referred to below as, the "Surviving Corporation," and the name of the Surviving Corporation shall be The Frayman Group, Inc.

1.2 Filing and Effectiveness. The Merger shall become effective upon completion of the following actions:

(a) Adoption and approval of this Agreement and the Merger by the stockholders of each Constituent Corporation in accordance with the applicable requirements of the Delaware General Corporation Law and the Florida Business Corporate Act;

(b) The satisfaction or waiver of all of the conditions precedent to the consummation of the Merger as specified in this Agreement; and

(c) The filing with the Secretary of State of Delaware of an executed Certificate of Merger or an executed counterpart of this Agreement meeting the requirements of the Delaware General Corporation Law.

(d) The filing with the Secretary of State of Florida of an executed Articles of Merger pursuant to section 607.1105 of the Florida Business Corporate Act and the filing of a executed copy of this Agreement pursuant to Section 607.1101 of the Florida Business Corporate Act.

The date and time when the Merger becomes effective is referred to in this Agreement as the "Effective Date of the Merger."

1.3 Effect of the Merger. Upon the Effective Date of the Merger, the separate existence of TFG Florida shall cease and TFG Delaware, as the Surviving Corporation, (a) shall continue to possess all of its assets, rights, powers and property as constituted immediately prior to the Effective Date of the Merger, (b) shall be subject to all actions previously taken by its and TFG Florida's Board of Directors, (c) shall succeed, without other transfer, to all of the assets, rights, powers and property of TFG Florida in the manner more fully set forth in Section 259 of the Delaware General Corporation Law, (d) shall continue to be subject to all of the debts, liabilities and obligations of TFG Delaware as constituted immediately prior to the Effective Date of the Merger, and (e) shall succeed, without other transfer, to all of the debts, liabilities and obligations of TFG Florida in the same manner as if TFG Delaware had itself incurred them, all as more fully provided under the applicable provisions of the Delaware General Corporation Law and the Florida Business Corporation Act.

## 2. Charter Documents, Directors and Officers

2.1 Certificate of Incorporation. The Certificate of Incorporation of TFG Delaware as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Certificate of Incorporation of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.2 Bylaws. The Bylaws of TFG Delaware as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Bylaws of the

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Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

**2.3 Directors and Officers.** The directors and officers of TFG Delaware immediately prior to the Effective Date of the Merger shall be the directors and officers of the Surviving Corporation until their successors shall have been duly elected and qualified or as otherwise provided by law, the Certificate of Incorporation of the Surviving Corporation or the Bylaws of the Surviving Corporation.

**3. Manner of Conversion of Stock**

**3.1 TFG Florida Common Stock.** Upon the Effective Date of the Merger, each one share of TFG Florida Common Stock issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by the Constituent Corporations, the holder of such share or any other person, be converted into and exchanged for 6,134.969 fully paid and nonassessable shares of Common Stock, \$0.0001 par value, of the Surviving Corporation. No fractional share interests of the Surviving Corporation shall be issued. Any fractional share interests to which a holder would otherwise be entitled shall be aggregated so that no TFG Florida shareholder shall receive cash in an amount greater than the value of one (1) full share of TFG Delaware Common Stock.

**3.3 TFG Florida Options, Stock Purchase Rights and Convertible Securities.** Upon the Effective Date of the Merger, each option to purchase shares of Common Stock of TFG Florida issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by the Constituent Corporations, the holder of such option or any other person, be converted into and exchanged for 6,134.969 shares of options to purchase Common Stock, \$0.0001 par value, of the Surviving Corporation for each outstanding option share of TFG Florida. Such options will be rounded to the nearest whole number. No fractional shares will be issued.

**3.4 TFG Delaware Common Stock.** Upon the Effective Date of the Merger, each share of Common Stock, \$0.0001 par value, of TFG Delaware issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by TFG Delaware, the holder of such shares or any other person, be canceled and returned to the status of authorized but unissued shares.

**3.5 Exchange of Certificates.** After the Effective Date of the Merger, each holder of an outstanding certificate representing shares of TFG Florida Common Stock may be asked to surrender the same for cancellation to an exchange agent, whose name will be delivered to holders prior to any requested exchange (the "Exchange Agent"), and each such holder shall be entitled to receive in exchange therefor a certificate or certificates representing the number of shares of the appropriate class and series of the Surviving Corporation's capital stock into which the surrendered shares were converted as herein provided. Until so surrendered, each outstanding certificate theretofore representing shares of TFG Florida capital stock shall be deemed for all purposes to represent the number of whole shares of the appropriate class and series of the Surviving Corporation's capital stock into which such shares of TFG Florida capital stock were converted in the Merger.

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The registered owner on the books and records of the Surviving Corporation or the Exchange Agent of any such outstanding certificate shall, until such certificate shall have been surrendered for transfer or conversion or otherwise accounted for to the Surviving Corporation or the Exchange Agent, have and be entitled to exercise any voting and other rights with respect to and to receive dividends and other distributions upon the shares of capital stock of the Surviving Corporation represented by such outstanding certificate as provided above.

Each certificate representing capital stock of the Surviving Corporation so issued in the Merger shall bear the same legends, if any, with respect to the restrictions on transferability as the certificates of TFG Florida so converted and given in exchange therefor, unless otherwise determined by the Board of Directors of the Surviving Corporation in compliance with applicable laws.

If any certificate for shares of Surviving Corporation's stock is to be issued in a name other than that in which the certificate surrendered in exchange therefor is registered, it shall be a condition of issuance thereof that the certificate so surrendered shall be properly endorsed and otherwise in proper form for transfer, that such transfer otherwise be proper and comply with applicable securities laws and that the person requesting such transfer pay to the Exchange Agent any transfer or other taxes payable by reason of the issuance of such new certificate in a name other than that of the registered holder of the certificate surrendered or establish to the satisfaction of the Surviving Corporation that such tax has been paid or is not payable.

**4. General**

**4.1 Covenants of TFG Delaware.** TFG Delaware covenants and agrees that it will, on or before the Effective Date of the Merger:

(a) Qualify to do business as a foreign corporation in the State of Florida and irrevocably appoint an agent for service of process as required under the provisions of Section 2105 of the California General Corporation Law; and

(b) Take such other actions as may be required by the Florida Business Corporation Act.

**4.2 Further Assurances.** From time to time, as and when required by TFG Delaware or by its successors or assigns, there shall be executed and delivered on behalf of TFG Florida such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other actions, as shall be appropriate or necessary in order to vest or perfect in or conform of record or otherwise by TFG Delaware the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of TFG Florida and otherwise to carry out the purposes of this Agreement, and the officers and directors of TFG Delaware are fully authorized in the name and on behalf of TFG Florida or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

**4.3 Abandonment.** At any time before the Effective Date of the Merger, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the Board of Directors of either TFG Florida or TFG Delaware, or both, notwithstanding the

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approval of this Agreement by the shareholders of TFG Florida or by the sole stockholder of TFG Delaware, or by both.

**4.4 Amendment.** The Boards of Directors of the Constituent Corporations may amend this Agreement at any time prior to the filing of this Agreement (or certificate in lieu thereof) with the Secretary of State of the State of Delaware, provided that an amendment made subsequent to the adoption of this Agreement by the stockholders of either Constituent Corporation shall not: (a) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the shares of any class or series thereof of such Constituent Corporation, (b) alter or change any term of the Certificate of Incorporation of the Surviving Corporation to be effected by the Merger, or (c) alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the holders of any class of shares or series of capital stock of such Constituent Corporation.

**4.5 Registered Office.** The registered office of the Surviving Corporation in the State of Delaware is located at National Corporate Research Ltd., 615 South DuPont Highway, Dover, DE 19901, County of Kent and National Corporate Research Ltd. is the registered agent of the Surviving Corporation at such address.

**4.7 Agreement.** Executed copies of this Agreement will be on file at the principal place of business of the Surviving Corporation at 128 Brighton Beach Avenue, Suite 400 Brooklyn, NY 11235 and copies thereof will be furnished to any stockholder of either Constituent Corporation, upon request and without cost.

**4.8 Governing Law; Jurisdiction.** This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of Delaware, without giving effect to principles of conflicts of law.

**4.9 Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.



To: Attn: Thelma  
Subject

From: Kim Weidenbach

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The undersigned authorized representatives of the Constituent Corporation have executed and acknowledged this Agreement as of the date first set forth above.

THE FRAYMAN GROUP, INC., a  
Delaware corporation



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Yuri Frayman,  
President

THE FRAYMAN GROUP, INC., a Florida  
corporation



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Yuri Frayman,  
President

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