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(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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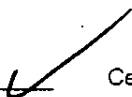
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MAIL

(Business Entity Name)

(Document Number)

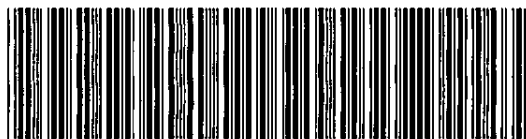
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FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
09 JUN -5 PM 12:34

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** LINK TRIGGER, INC  
Name of Surviving Corporation

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

COMPLIANCE MANAGER

Contact Person

LINK TRIGGER, INC

Firm/Company

550 W CYPRESS CREEK ROAD, SUITE 410

Address

FORT LAUDERDALE, FL 33309

City/State and Zip Code

COMPLIANCE@LINK-TRIGGER.COM

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

For further information concerning this matter, please call:

DAREK WEDZIUK

Name of Contact Person

At ( 954 )

703-8995

Area Code & Daytime Telephone Number



Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

**STREET ADDRESS:**

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

**MAILING ADDRESS:**

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

FILED  
SECRETARY OF STATE  
DIVISION OF 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)
LINK TRIGGER, INC	DELAWARE	4640140

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
LINK TRIGGER, INC ,	FLORIDA	P08000056654

**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** 03 / 10 / 2009 (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 03/10/2009.

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

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

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 03/10/2009.

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)*

Name of Corporation

Leroy U. Harris

**SERGEY GURIN, PRESIDENT**

LINK TRIGGER, INC.

Levy H. Gross

SERGEY GURIN, PRESIDENT

## **PLAN OF MERGER**

**(Non Subsidiaries)**

The following plan of merger is submitted in compliance with section 607.1101, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

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

Name

Jurisdiction

LINK TRIGGER, INC

DELAWARE

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

Name

Jurisdiction

LINK TRIGGER, INC .

FLORIDA

**Third:** The terms and conditions of the merger are as follows:

SEE MERGER AGREEMENT ATTACHED

**Fourth:** The manner and basis of converting the shares of each corporation into shares, obligations, or other securities of the surviving corporation or any other corporation or, in whole or in part, into cash or other property and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, or other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

SEE MERGER AGREEMENT ATTACHED

*(Attach additional sheets if necessary)*

THE FOLLOWING MAY BE SET FORTH IF APPLICABLE:

Amendments to the articles of incorporation of the surviving corporation are indicated below or attached:

**OR**

Restated articles are attached:

Other provisions relating to the merger are as follows:

SEE MERGER AGREEMENT ATTACHED

**LINK TRIGGER, INC.**  
**A Florida Corporation**

**UNANIMOUS WRITTEN CONSENT  
OF THE BOARD OF DIRECTORS**

The undersigned, constituting all of the members of the Board of Directors of Link Trigger, Inc., a Florida corporation ("Corporation"), and acting by written consent in lieu of a meeting in accordance with Florida Statue §607.0205, hereby consent to the adoption of the following resolutions:

**WHEREAS** it is deemed to be in the best interest of the Corporation and its shareholders that the Corporation take the following actions,

**NOW THEREFORE BE IT RESOLVED** that board of directors of the Corporation, hereby authorizes and approves the reincorporation of the Corporation into the State of Delaware and that the board of directors does hereby authorizes and approves the Amended and Restated Agreement and Plan of Reincorporation Merger, attached hereto as **Exhibit A.**

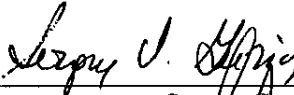
**RESOLVED FURTHER**, that this action is subject to shareholder approval pursuant to Florida Statue §607.1103.

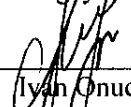
**RESOLVED FURTHER**, that each of the officers of the Corporation acting singly be, and hereby is, authorized to execute and deliver on behalf of the Corporation such instruments, certificates and other documents and to take such further actions determined by any such officer to be necessary or appropriate to carry out the full intent and purposes of the foregoing resolutions, the execution and delivery thereof to constitute conclusive evidence of that determination.

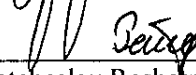
**RESOLVED FURTHER**, that any actions taken by such officers prior to the date of the foregoing resolutions adopted hereby that are within the authority conferred thereby are hereby ratified, confirmed and approved as the acts and deeds of the Corporation.

This Unanimous Written Consent may be executed in two or more counterparts, each of which shall be deemed an original instrument, but all such counterparts shall together constitute for all purposes one and the same instrument.

**IN WITNESS WHEREOF**, the undersigned have duly executed this Unanimous Written Consent as of the 9<sup>th</sup> day of February, 2009.

  
\_\_\_\_\_  
Sergey Gurin

  
\_\_\_\_\_  
Ivan Onuchin

  
\_\_\_\_\_  
Vyatcheslav Reshetnyak

**LINK TRIGGER, INC.**  
**A Delaware Corporation**

**UNANIMOUS WRITTEN CONSENT  
OF THE BOARD OF DIRECTORS**

The undersigned, constituting all of the members of the Board of Directors of Link Trigger, Inc., a Delaware corporation (the "Corporation"), and acting by written consent in lieu of a meeting in accordance with Delaware Statute §141(f), hereby consent to the adoption of the following resolutions:

WHEREAS it is deemed to be in the best interest of the Corporation and its shareholders that the Corporation take the following actions,

**NOW THEREFORE BE IT RESOLVED** that board of directors of the Corporation, hereby authorizes and approves the Amended and Restated Agreement and Plan of Reincorporation Merger, attached hereto as **Exhibit A.**

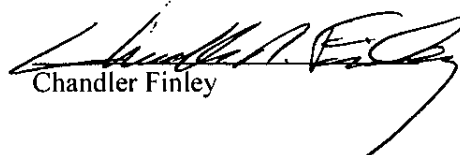
**RESOLVED FURTHER**, that each of the officers of the Corporation acting singly be, and hereby is, authorized to execute and deliver on behalf of the Corporation such instruments, certificates and other documents and to take such further actions determined by any such officer to be necessary or appropriate to carry out the full intent and purposes of the foregoing resolutions, the execution and delivery thereof to constitute conclusive evidence of that determination.

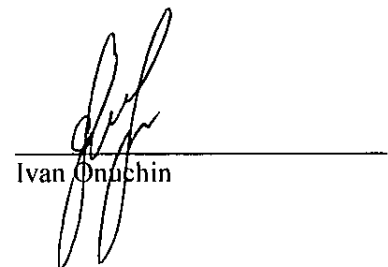
**RESOLVED FURTHER**, that any actions taken by such officers prior to the date of the foregoing resolutions adopted hereby that are within the authority conferred thereby are hereby ratified, confirmed and approved as the acts and deeds of the Corporation.

This Unanimous Written Consent may be executed in two or more counterparts, each of which shall be deemed an original instrument, but all such counterparts shall together constitute for all purposes one and the same instrument.

**IN WITNESS WHEREOF**, the undersigned have duly executed this Unanimous Written Consent as of the 9<sup>th</sup> day of February, 2009.

  
Sergey Gurin

  
Chandler Finley

  
Ivan Onuchin



**EXHIBIT A.**  
**AMENDED AND RESTATED AGREEMENT AND PLAN OF REINCORPORATION MERGER**

THIS AGREEMENT AND PLAN OF REINCORPORATION MERGER (the "Agreement"), is dated as of **March 10, 2009** (the "Effective Time of the Merger"), between LINK TRIGGER, INC. a Florida corporation (the "Merged Corporation"), and LINK TRIGGER, INC. a Delaware corporation (the "Surviving Corporation") (collectively the "Constituent Corporations").

**WITNESSETH**

**WHEREAS**, the Surviving Corporation is a corporation duly organized and existing under the laws of the State of Delaware, having been incorporated on December 31, 2008 and maintaining its registered office in the State of Delaware at 1220 North Market Street, Suite 808, Wilmington, County of New Castle, Delaware, 19801, with the registered agent of the Surviving Corporation at such office being American Incorporators LTD;

**WHEREAS**, the Merged Corporation is a corporation duly organized and existing under the laws of the State of Florida, having been incorporated on June 10, 2008 and presently maintaining its registered office in the State of Florida at 550 Cypress Creek, Blvd., Suite 410, Fort Lauderdale, FL 33309;

**WHEREAS**, the Surviving Corporation shall have an authorized capitalization consisting of One Hundred Million (100,000,000) total shares of stock, of which Eighty Million (80,000,000) are shares of common stock, \$0.0001 par value per share ("Surviving Corporation Common Stock"), and Twenty Million (20,000,000) are preferred stock, \$0.0001 par value per share ("Surviving Corporation Preferred Stock"),

**WHEREAS**, the Preferred Shares of the Surviving Corporation shall consist of Five Million (5,000,000) shares of Series A Preferred Shares.

**WHEREAS**, the Merged Corporation has an authorized capitalization consisting of One Hundred Forty Seven Million Nine Hundred Twelve Thousand Two Hundred Forty Two (147,912,242) voting shares of common stock, \$.0001 par value per share ("Merged Corporation Common Stock"), of which 38,336,367 of these shares have been issued and are outstanding and will be issued and outstanding as of the Effective Time of the Merger; and

**WHEREAS**, the Merged Corporation has options and warrants outstanding that are convertible, if converted, into Eight Hundred Five Thousand (805,000) voting shares of common stock; and

**WHEREAS**, the Boards of Directors of the Constituent Corporations deem it advisable upon the terms and subject to the conditions herein stated, that the Merged Corporation be merged with and into the Surviving Corporation, and that the Surviving Corporation be the surviving corporation with the outstanding shares of Merged Corporation Common Stock being converted into shares of Surviving Corporation Common Stock (collectively, the “Merger”).

**WHEREAS**, the laws of the States of Delaware and Florida permit the Mergers and the parties hereto wish to merge under and pursuant to the provisions of such laws; and

**WHEREAS**, for Federal income tax purposes it is intended that the Mergers qualify as a reorganization within the meaning of Section 368 of the Internal Revenue Code of 1986, as amended (the “Code”), and this Agreement be a “plan of reorganization” within the meaning of the regulations promulgated under Section 368 of the Code.

**NOW, THEREFORE**, in consideration of the foregoing premises and the respective representations, warranties, covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

#### **ARTICLE I**

##### **REINCORPORATION MERGER; EFFECTIVE TIME**

1.1. **Reincorporation Merger.** Upon the terms and subject to the conditions set forth in this Agreement, at the Effective Time of the Merger, the Merged Corporation shall be merged with and into the Surviving Corporation whereupon the separate existence of the Merged Corporation shall cease. The Surviving Corporation shall be the surviving corporation in the Reincorporation Merger and shall continue to be governed by the laws of the State of Delaware. The Reincorporation Merger shall have the effects specified in the General Corporation Law of the State of Delaware, as amended (the “DGCL”) and in the General and Business Corporation Law of the State of Florida, as amended (the “FGBCL”) and the Surviving Corporation shall succeed,

without other transfer, to all of the assets and property (whether real, personal or mixed), rights, privileges, franchises, immunities and powers of the Merged Corporation, and shall assume and be subject to all of the duties, liabilities, obligations and restrictions of every kind and description of the Merged Corporation, including, without limitation, all outstanding indebtedness of the Merged Corporation.

1.2. **Effective Time.** The Reincorporation Merger shall become effective upon the date of this Agreement. On the date of the Reincorporation Merger, the Constituent Corporations shall cause this Agreement or a certificate of merger to be executed and filed with the Delaware Secretary of State (the "DELAWARE CERTIFICATE OF MERGER"), and the Delaware-certified certificate of merger together with articles of merger shall then be filed with the Florida Secretary of State (the "FLORIDA CERTIFICATE OF MERGER").

## **ARTICLE II CHARTER AND BYLAWS OF THE SURVIVING CORPORATION**

2.1. **Certificate of Incorporation.** The certificate of incorporation of the Surviving Corporation in effect at the Effective Time of the Merger shall be the certificate of incorporation of the surviving corporation, until amended in accordance with the provisions provided therein or applicable law.

2.2. **Bylaws.** The bylaws of the Surviving Corporation in effect at the Effective Time shall be the bylaws of the surviving corporation, until amended in accordance with the provisions provided therein or applicable law.

## **ARTICLE III OFFICERS AND DIRECTORS OF THE SURVIVING CORPORATION**

3.1. **Officers.** The officers of the Surviving Corporation at the Effective Time of the Merger (which are the identical officers of the Merged Corporation prior to the Reincorporation Merger) shall, from and after the Effective Time, be the officers of the Surviving Corporation, until their successors have been duly elected or appointed and qualified, or until their earlier death, resignation or removal.

3.2. **Directors.** The directors and the members of the various committees of the Board of Directors of the Merged Corporation at the Effective Time of the Merger (which are the identical directors and board committee members of the Merged Corporation prior to the Reincorporation Merger) shall, from and after the Effective Time, be the directors and members of such committees of the Surviving Corporation, until their successors have been duly elected or appointed and qualified, or until their earlier death, resignation or removal.

#### **ARTICLE IV EFFECT OF MERGER ON CAPITAL STOCK**

4.1. **Effect of Merger on Capital Stock.** At the Effective Time of the Merger, as a result of the Reincorporation Merger and without any action on the part of the Constituent Corporations, or the shareholders thereof, each of the shares of the Merged Corporation Common Stock, by virtue of the Merger shall be deemed cancelled, and shall be converted into shares of Surviving Corporation Common Stock at the ratio of one (1) share of Surviving Corporation Common Stock per one (1) share of Merged Corporation Common Stock. Notwithstanding the foregoing, Sergey Gurin, Ivan Onuchin, Vyatcheslav Reshetnyak, Valentin Dimitrov, and Marek Cegielski (the "Founders and Initial Investors") shall receive no shares of Surviving Corporation Common Stock, but shall receive one (1) share of Surviving Corporation Preferred Series A Stock for every twenty (20) shares owned of Merged Corporation Common Stock.

4.2. **Effect of Merger on options, warrants and other security.** Each option, warrant, purchase right, unit or other security of the Merged Corporation issued and outstanding immediately prior to the Effective Time of the Merger shall be converted into and shall be an identical security of the Surviving Corporation, convertible into the right to acquire the same number of shares of the Surviving Corporation Common Stock as the number of shares of the Merged Corporation Common Stock that were acquirable pursuant to such option, warrant, purchase right, unit or other security. The same number of shares of the Surviving Corporation Common Stock shall be reserved for purposes of the exercise of such options, warrants, purchase rights, units or other securities as is equal to the number of shares of the Merged Corporation Common Stock so reserved as of the Effective Time of the Merger.

**ARTICLE V**  
**SHAREHOLDER APPROVAL; SUBSEQUENT EVENTS**

5.1 **Board and Shareholder Approval.** Each of the Constituent Corporation's Board of Directors shall approve this Agreement and the Merger, and recommend that the respective shareholder's also approve this Agreement and the Mergers, and submit this Agreement and the Mergers to their respective Shareholders for approval.

5.2 **Subsequent Actions.** If, at any time after the Effective Time of the Merger, the Surviving Corporation shall determine, in its sole discretion, or shall be advised, that any deeds, bills of sale, assignments, assurances or any other actions or things are necessary or desirable to vest, perfect or confirm of record or otherwise in the Surviving Corporation its right, title or interest in, to or under any of the property, rights, powers, privileges, franchises or other assets of the Merged Corporation as a result of, or in connection with, the Mergers or otherwise to carry out this Agreement, then the officers of the Surviving Corporation shall be authorized to execute and deliver, and shall execute and deliver, in the name and on behalf of the Merged Corporation all such deeds, bills of sale, assignments, assurances, and to take and do, in the name and on behalf of each such corporation or otherwise, all such other actions and things as may be necessary or desirable, to vest, perfect or confirm any and all right, title or interest in, to and under such property, rights, powers, privileges, franchises or other assets in the Surviving Corporation or otherwise to carry out the transactions contemplated by this Agreement.

5.3 **Capital Structure of Surviving Corporation.** It is acknowledged and agreed by the parties to this Agreement that the capital structure of the Surviving Corporation immediately prior to the Merger will be as set forth on Exhibit A. It is further acknowledged and agreed by all the parties to this Agreement that the capital structure of the Surviving Corporation immediately following the Merger will be as set forth on Exhibit B.

5.4 **Stock Options.** At the Effective Time of the Merger, the Surviving Corporation shall issue options and warrants to purchase shares of its common stock in the amounts and on the terms set forth on Exhibit C.

**ARTICLE VI**  
**CERTAIN POST-CLOSING OBLIGATIONS**

6.1. **Closing.** The parties shall hold the closing of the transactions contemplated by this Agreement (the "Closing") at 550 Cypress Creek Road, Suite 140, Fort Lauderdale, FL 33309, at 5:00 P.M. on December 31, 2008 or at such other time and place as the parties agree (the date of the Closing, the "Closing Date").

6.2. **Deliveries by Merged Corporation to Surviving Corporation.** At or before the Closing, the Merged Corporation shall deliver to the Surviving Corporation the following:

- (a) A resolution adopted by the board of directors of the Merged Corporation authorizing the Merged Corporation to execute and deliver this Agreement and to perform its obligations hereunder; and
- (b) Written permission by a majority of the shareholders of the Merged Corporation authorizing the Merged Corporation to execute and deliver this Agreement and to perform its obligations hereunder.

6.3. **Deliveries by Surviving Corporation to Merged Corporation.** At or before the Closing, the Surviving Corporation shall deliver to the other parties to this Agreement the following:

- (a) A resolution adopted by the board of directors of the Surviving Corporation authorizing the Surviving Corporation to execute and deliver this Agreement and to perform its obligations hereunder; and
- (b) A resolution adopted by the board of directors of the Surviving Corporation authorizing the creation of Series A convertible preferred shares (the "Series A Preferred Shares"), and an executed copy of the certificate of designation for said shares.

**ARTICLE VII**  
**MISCELLANEOUS PROVISIONS**

7.3. **Reasonable Efforts.** Subject to the conditions of this Agreement, each of the parties shall use reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to

be done, all things necessary or advisable under applicable Laws to consummate the transactions contemplated by this Agreement as promptly as practicable including but not limited to (1) taking such actions as are necessary to obtain any required consents and (2) satisfying all conditions to Closing at the earliest possible time.

7.4. **Transaction Costs.** Except as expressly provided in this Agreement, each party shall pay its own fees and expenses (including without limitation the fees and expenses of its Representatives, attorneys, and accountants) incurred in connection with negotiation, drafting, execution, and delivery of this Agreement.

7.5. **Assignment.** No party may assign any of its rights or delegate any performance under this Agreement except with the prior written consent of the other party.

7.6. **Binding.** This Agreement binds, and inures to the benefit of, the parties and their respective permitted successors and assigns.

7.7. **Governing Law.** The laws of the State of Delaware (without giving effect to its conflict of laws principles) govern all matters arising out of this Agreement, including without limitation tort claims.

7.8. **Entirety of Agreement.** This Agreement constitute the entire agreement of the parties concerning the subject matter hereof and supersedes all prior agreements, if any.

7.9. **Further Assurances.** The Merged Corporation shall execute and deliver such additional documents and instruments and perform such additional acts as the Surviving Corporation may reasonably request to effectuate or carry out and perform all the terms of this Agreement and the transactions contemplated hereby, and to effectuate the intent of this Agreement.

7.10. **Jurisdiction; Service of Process.** Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, any of this Agreement must be brought against any of the parties in the courts of the State of Florida, County of Broward (District Court for the Seventeenth Judicial court), or, if it has or can acquire jurisdiction, in the United States District Court for the Southern District of Florida, and each of the parties consents to the jurisdiction of those courts (and of the appropriate appellate courts) in any such action or proceeding and waives

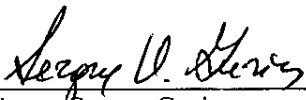
any objection to venue laid therein. Process in any such action or proceeding may be by any manner permitted by law.

7.11. **Amendment**. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties.

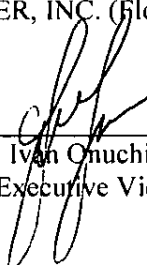
7.12. **Counterparts**. This Agreement may be executed in several counterparts, each of which is an original and all of which together constitute one and the same instrument.

7.13. **No Third-Party Rights**. Nothing expressed or referred to in this Agreement gives any person or entity other than the parties to this Agreement any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement, and this Agreement and all of its provisions are for the sole and exclusive benefit of the parties to this Agreement and their successors and permitted assigns. The undersigned are signing this Agreement on the date stated in the introductory clause.

LINK TRIGGER, INC. (Delaware)

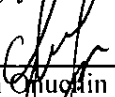
By:   
Name: Sergey Gurin  
Title: President and CEO

LINK TRIGGER, INC. (Florida)

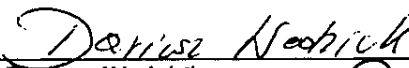
By:   
Name: Ivan Onuchin  
Title: Executive Vice-President

IN WITNESS THEREOF, the undersigned majority shareholders of the Merging Corporation hereby approve the provisions of the above Amended and Restated Agreement and Plan of Reincorporation Merger into effect as of March 10, 2009.

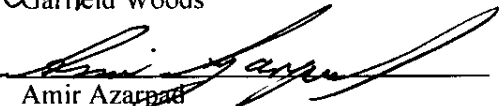
  
Sergey Gurin

  
Ivan Onuchin

  
Viatcheslav Reshetnyak

  
Dariusz Wedziak

  
Garfield Woods

  
Amir Azarpour