

SECURITIES AND EXCHANGE COMMISSION

FORM 8-K

Current report filing

Filing Date: **2009-01-26** | Period of Report: **2009-01-19**
SEC Accession No. **0001213900-09-000154**

([HTML Version](#) on [secdatabase.com](#))

FILER

MEGA MEDIA GROUP INC

CIK: **1063262** | IRS No.: **880403762** | State of Incorporation: **NV** | Fiscal Year End: **0131**
Type: **8-K** | Act: **34** | File No.: **000-28881** | Film No.: **09545662**
SIC: **4832** Radio broadcasting stations

Mailing Address

1122 CONEY ISLAND AVENUE
BROOKLYN NY 11230

Business Address

1122 CONEY ISLAND AVENUE
BROOKLYN NY 11230
(718) 947-1100

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(D) OF THE
SECURITIES EXCHANGE ACT OF 1934

DATE OF REPORT (DATE OF EARLIEST EVENT REPORTED): **January 19, 2009**

MEGA MEDIA GROUP, INC.
(EXACT NAME OF REGISTRANT AS SPECIFIED IN CHARTER)

Nevada
(STATE OR OTHER
JURISDICTION OF
INCORPORATION OR
ORGANIZATION)

000-28881
(COMMISSION FILE NO.)

88-0403762
(IRS EMPLOYEE
IDENTIFICATION NO.)

1122 Coney Island Avenue
Brooklyn, NY 11235
(ADDRESS OF PRINCIPAL EXECUTIVE OFFICES)

(718) 947-1100
(ISSUER TELEPHONE NUMBER)

(FORMER NAME OR FORMER ADDRESS, IF CHANGED SINCE LAST REPORT)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01 Entry into a Material Definitive Agreement

On January 16, 2009, Mega Media Group, Inc., a Nevada corporation (“we”, “MMG”, or the “Company”), entered into a share purchase agreement (“Share Purchase Agreement”) with Gap Asset Management (the “Buyer”). Pursuant to the Share Purchase Agreement, we issued to the Buyer 7,700,000 shares of our common stock for a total of \$77,000 at the closing of the transaction. The closing date is January 20, 2009. In addition, the Buyer will have an option to purchase up to an additional 40,000,000 shares of our common stock at a price of \$0.01 per share for a total of \$400,000 on or before January 29, 2009.

In addition, on January 19, 2009, we entered into debt conversion agreements (“Conversion Agreements”) with several debt holders (the “Holders”) pursuant to which we issued a total of 154,740,295 shares in exchange for \$1,547,402.95 outstanding debt including principal and interest. Specifically, the shares were issued as follows:

1. 10,776,712 shares were issued to FD Import Export Corp and 3,400,030 were issued to Sobe Enterprises as conversion of promissory notes dated February 28, 2008 and March 10, 2008 including principal and interest of \$141,767.42 at a conversion price of \$0.01 per share.
2. 23,555,891 shares were issued to Eugene Khavinson as conversion of promissory notes dated January 24, 2008, May 12, 2008 and August 20, 2008 including principal and interest of \$235,558.91 at a conversion price of \$0.01 per share.
3. 6,322,301 shares were issued to Jaworek Capital, LLC as conversion of promissory note dated September 11, 2008 including principal and interest of \$63,223.01 at a conversion price of \$0.01 per share.
4. 9,000,000 shares were issued to ESJA Enterprises, Inc. as conversion of promissory note dated February 21, 2008 including principal and interest of \$90,000.00 at a conversion price of \$0.01 per share.
5. 12,450,000 shares were issued to Steven Fruman as conversion of promissory notes dated February 28, 2008 and March 10, 2008 including principal and interest of \$124,500.00 at a conversion price of \$0.01 per share.
6. 8,663,247 shares were issued to Rachel Paukman as conversion of promissory notes dated June 23, 2006, September 25, 2006 and March 18, 2008 including principal and interest of \$86,632.47 at a conversion price of \$0.01 per share.
7. 15,325,479 shares were issued to Lev Paukman as conversion of promissory note dated October 23, 2008 including principal and interest of \$153,254.79 at a conversion price of \$0.01 per share.
8. 5,212,055 shares were issued to Elan Kaufman as conversion of promissory note dated March 18, 2008 including principal and interest of \$52,120.55 at a conversion price of \$0.01 per share.
9. 9,794,220 shares were issued to Boris Tansky as conversion of promissory note with Ocean Bridge, Inc. dated August 17, 2007 including principal and interest of \$97,942.20 at a conversion price of \$0.01 per share.
10. 5,108,493 shares were issued to Inga Fruman were issued to Gap Asset Management, LLC., as conversion of promissory note dated October 24, 2008 including principal and interest of \$51,084.93 at a conversion price of \$0.01 per share.
11. 25,335,616 shares were issued to Robert Catell as conversion of promissory note dated December 1, 2008 including principal and interest of \$253,356.16 at a conversion price of \$0.01 per share.
12. 10,895,069 shares were issued to Andrey Anikeyev as conversion of promissory note dated January 22, 2008 including principal and interest of \$108,950.69 at a conversion price of \$0.01 per share.
13. 8,901,182 shares were issued to Boris Motovich as conversion of debt owed to Boyard Management for accrued lease expense of \$89,011.82 at a conversion price of \$0.01 per share.

The conversions shall be considered payments in full by the Company of the promissory notes and/or debt and the conversion method in the notes has been waived.

The foregoing description of the Share Purchase Agreement and the Conversion Agreements contemplated thereby does not purport to be complete and is qualified in its entirety by reference to the complete text attached hereto as exhibits.

Item 3.02 Recent Sales of Unregistered Securities

The information set forth in Item 1.01 of this Current Report on Form 8-K that relates to the recent sales of unregistered securities is incorporated by reference into this Item 3.02.

These shares are issued in reliance on the exemption under Section 4(2) of the Securities Act of 1933, as amended (the "Act"). These shares of our common stock qualified for exemption under Section 4(2) of the Securities Act of 1933 since the issuance shares by us did not involve a public offering. The offering was not a "public offering" as defined in Section 4(2) due to the insubstantial number of persons involved in the deal, size of the offering, manner of the offering and number of shares offered. We did not undertake an offering in which we sold a high number of shares to a high number of investors. In addition, these shareholders had the necessary investment intent as required by Section 4(2) since they agreed to and received share certificates bearing a legend stating that such shares are restricted pursuant to Rule 144 of the 1933 Securities Act. This restriction ensures that these shares would not be immediately redistributed into the market and therefore not be part of a "public offering." Based on an analysis of the above factors, we have met the requirements to qualify for exemption under Section 4(2) of the Securities Act of 1933 for this transaction.

Item 9.01 Exhibits.

(c) Exhibits.

Exhibit No.	Description
10.1	Share Purchase Agreement by and between the Company and Gap Asset Management, dated January 16, 2009
10.2	Conversion Agreement by and between the Company and FD Import Export Corp, dated January 19, 2009
10.3	Conversion Agreement by and between the Company and Eugene Khavinson, dated January 19, 2009
10.4	Conversion Agreement by and between the Company and Jaworek Capital, LLC, dated January 19, 2009
10.5	Conversion Agreement by and between the Company and ESJA Enterprises, Inc., dated January 19, 2009
10.6	Conversion Agreement by and between the Company and Steven Fruman, dated January 19, 2009
10.7	Conversion Agreement by and between the Company and Rachel Paukman, dated January 19, 2009
10.8	Conversion Agreement by and between the Company and Lev Paukman, dated January 19, 2009
10.9	Conversion Agreement by and between the Company and Elan Paukman, dated January 19, 2009
10.10	Conversion Agreement by and between the Company and Boris Tansky, dated January 19, 2009
10.11	Conversion Agreement by and between the Company and Inga Fruman, dated January 19, 2009
10.12	Conversion Agreement by and between the Company and Robert Catell, dated January 19, 2009
10.13	Conversion Agreement by and between the Company and Andrey Anikeyev, dated January 19, 2009
10.14	Conversion Agreement by and among the Company, Boyard Management and Boris Motovich, dated January 19, 2009

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this Report on Form 8-K to be signed on its behalf by the undersigned hereunto duly authorized.

MEGA MEDIA GROUP, INC.

Date: January 26, 2009

By: /s/ Alex Shvarts
Alex Shvarts
President and Director

Exhibit 10.1

SHARE PURCHASE AGREEMENT

This Agreement (the "Agreement") is made as of January 16th, 2009 by and between Mega Media Group, Inc., [a Nevada corporation] having an address at 1122 Coney Island Avenue, Brooklyn, NY 11235 (the "Company"), and Gap Asset Management (the "Buyer").

WITNESSETH:

WHEREAS, the Buyer desires to purchase and the Company desires to issue and sell, upon the terms and conditions set forth in this Agreement, 7,700,000 shares of common stock of the Company's common stock referred to as the "Shares"

WHEREFORE, the parties hereto hereby agree as follows:

1. Sale of the Purchase Shares. Subject to the terms and conditions of this Agreement, and in reliance upon the representations, warranties, covenants and agreements contained in this Agreement, the Company shall sell the Shares to the Buyer, and the Buyer shall purchase the Shares from the Company for an aggregate purchase price (the "Purchase Price") of \$77,000.00 to be paid in the following manner:

(a) \$77,000.00 at Closing (as defined below) by wire transfer to the Company;

2. The Buyer will also have an option to purchase up to an additional 40,000,000 shares of the company at a price of \$0.01 cents per share for a total of \$400,000.00. This option will expire On January 29, 2009.

3. Closing.

(a) The Closing shall occur on January 20,2009. On the Closing Date, the Company shall sell the Shares to the Buyer. At the Closing:

(i) The Company shall deliver to the Buyer share certificates for a total of 7,7000,000 shares of the Company

(ii) The Buyer shall pay the purchase price of \$77,000.00 for the Shares by wire transfer to the Company pursuant to the wire instructions set forth on Schedule A attached hereto.

(b) At and at any time after the Closing, the parties shall duly execute, acknowledge and deliver all such further assignments, conveyances, instruments and documents, and shall take such other action consistent with the terms of this Agreement to carry out the transactions contemplated by this Agreement.

(c) All representations, covenants and warranties of the Buyer and the Company contained in this Agreement shall be true and correct on and as of the Closing Date with the same effect as though the same had been made on and as of such date.

4. Representations and Warranties of the Company. The Company hereby makes the following representations and warranties to the Buyer:

(a) The Company has the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated hereby and otherwise to carry out the Company's obligations hereunder. No consent, approval or agreement of any individual or entity is required to be obtained by the Company in connection with the execution and performance by the Company of this Agreement or the execution and performance by the Company of any agreements, instruments or other obligations entered into in connection with this Agreement.

(b) Other than as disclosed in its filings with the SEC, there is no private or governmental action, suit, proceeding, claim, arbitration or investigation pending before any agency, court or tribunal, foreign or domestic, or, to the Company's knowledge, threatened against the Company or any of the Company's properties. There is no judgment, decree or order against the Company that could prevent, enjoin, alter or delay any of the transactions contemplated by this Agreement.

(c) Other than as disclosed in its filings with the SEC, there are no material claims, actions, suits, proceedings, inquiries, labor disputes or investigations pending or, to the Company's knowledge, threatened against the Company or any of its assets, at law or in equity or by or before any governmental entity or in arbitration or mediation. No bankruptcy, receivership or debtor relief proceedings are pending or, to the Company's knowledge, threatened against the Company.

(d) The Company has complied with, is not in violation of, and has not received any notices of violation with respect to, any U.S. Federal or State law, judgment, decree, injunction or order, applicable to it, the conduct of its business, or the ownership or operation of its business. References in this Agreement to "Laws" shall refer to any laws, rules or regulations of any federal, state or local government or any governmental or quasi-governmental agency, bureau, commission, instrumentality or judicial body (including, without limitation, any federal or state securities law, regulation, rule or administrative order).

5. Representations and Warranties of the Buyer. The Buyer hereby represents and warrants to the Company that Buyer has the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated hereby and otherwise to carry out its obligations hereunder. No consent, approval or agreement of any individual or entity is required to be obtained by the Buyer in connection with the execution and performance by the Buyer of this Agreement or the execution and performance by the Buyer of any agreements, instruments or other obligations entered into in connection with this Agreement.

(a) Own Account. The Buyer understands that the Shares are "restricted securities" and have not been registered under the Securities Act or any applicable state securities law and is acquiring the Shares as principal for its own account and not with a view to or for distributing or reselling such Shares or any part thereof, has no present intention of distributing any of such Shares and has no direct or indirect arrangement or understandings with any other persons to distribute or regarding the distribution of such Shares (this representation and warranty not limiting the Buyer's right to sell the Shares otherwise in compliance with applicable federal and state securities laws). The Buyer is acquiring the Shares hereunder in the ordinary course of its business. The undersigned acknowledges that (i) the Shares will be issued pursuant to applicable exemptions from registration under the Act and any applicable state securities laws, and (ii) the Shares have not been registered under the Act, in reliance on the exemption from registration provided by Section 4(2) thereof. In connection therewith, the undersigned hereby covenants and agrees that it will not offer, sell, or otherwise transfer the Shares unless and until it obtains the consent of the Company and such Shares are registered pursuant to the Act and the laws of all jurisdictions which in the opinion of the Company may be applicable or unless such Shares are, in the opinion of the Company, otherwise exempt from registration thereunder.

(b) Buyer Status. At the time the Buyer was offered the Shares, it was, and at the date hereof it is either: (i) an “accredited investor” as defined in Rule 501(a)(1), (a)(2), (a)(3), (a)(7) or (a)(8) under the Securities Act or (ii) a “qualified institutional buyer” as defined in Rule 144A(a) under the Securities Act. The Buyer is not required to be registered as a broker-dealer under Section 15 of the Exchange Act.

(c) Experience of The Buyer. The Buyer, either alone or together with its representatives, has such knowledge, sophistication and experience in business and financial matters so as to be capable of evaluating the merits and risks of the prospective investment in the Shares, and has so evaluated the merits and risks of such investment. The Buyer has had the opportunity to ask questions and obtain information necessary to make an investment decision. To the extent the undersigned has taken advantage of such opportunity, they have received satisfactory answers concerning the purchase of the Shares. Buyer understands that the offer and sale of the Shares is being made only by means of this Agreement. Buyer understands that the Company has not authorized the use of, and Buyer confirms that Buyer is not relying upon any other information, written or oral, other than material contained in this Agreement, the Offering Memorandum accompanying this Agreement and the Transaction Documents. The Buyer is able to bear the economic risk of an investment in the Shares and, at the present time, is able to afford a complete loss of such investment and its financial condition is such that it has no need for liquidity with respect to its investment in the Shares to satisfy any existing or contemplated undertaking or indebtedness. The Buyer has discussed with its professional, legal, tax and financial advisers the suitability of an investment in the Company by the undersigned for its particular tax and financial situation. All information that the undersigned has provided to the Company concerning itself and its financial position is correct and complete as of the date set forth below, and if there should be any material change in such information, the undersigned will immediately provide such information to the Company.

(d) General Solicitation. The Buyer is not purchasing the Shares as a result of any advertisement, article, notice or other communication regarding the Shares published in any newspaper, magazine or similar media or broadcast over television or radio or presented at any seminar or any other general solicitation or general advertisement. The Buyer did not enter into any discussions or initiate any contacts (in each case, regarding the offer or sale of the Shares) as a result of any General Solicitation, nor did the Buyer decide to enter into this Agreement as a result of any General Solicitation. As used herein, “General Solicitation” means any general solicitation or general advertising within the meaning of Rule 502(c) under the Securities Act.

6. Transfer Restrictions.

(a) The Shares may only be disposed of in compliance with state and federal securities laws. In connection with any transfer of Shares other than pursuant to an effective registration statement or Rule 144, to the Company or to an Affiliate of the Buyer, the Company may require the transferor thereof to provide to the Company an opinion of counsel selected by the transferor and reasonably acceptable to the Company, the form and substance of which opinion shall be reasonably satisfactory to the Company and the Transfer Agent, to the effect that such transfer does not require registration of such transferred Shares under the Securities Act. As a condition of transfer, any such transferee shall agree in writing to be bound by the terms of this Agreement and shall have the rights of a Buyer under this Agreement.

(d) Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of New York applicable to agreements executed and to be performed wholly within such State, without regard to any principles of conflicts of law.

(e) Parties to Pay Own Expenses. Each of the parties to this Agreement shall be responsible and liable for its own expenses incurred in connection with the preparation of this Agreement, the consummation of the transactions contemplated by this Agreement and related expenses.

(f) Successors. This Agreement shall be binding upon the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns; provided, however, that neither party may assign this Agreement or any of its rights under this Agreement without the prior written consent of the other party.

(g) Further Assurances. Each party to this Agreement agrees, without cost or expense to any other party, to deliver or cause to be delivered such other documents and instruments as may be reasonably requested by any other party to this Agreement in order to carry out more fully the provisions of, and to consummate the transaction contemplated by, this Agreement.

(h) Counterparts. This Agreement may be executed simultaneously 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.

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

MEGA MEDIA GROUP, INC.

By: /s/ Alex Shvarts
Name: Alex Shvarts
Title: CEO

By: _____
Name:
Title:

CONVERSION AGREEMENT

This **Conversion Agreement** (the "Agreement"), dated as of January 19, 2009, is made and entered into by and between Mega Media Group, Inc. (the "Company"), and FD Imports Export Corp (the "Holder").

RECITALS

WHEREAS, the Holder holds a 9% promissory notes with an outstanding principal amount of \$128,487.67 and interest amount of \$13,279.75 (the "Note"), dated February 28, 2008 and March 10, 2008, for a total of \$141,767.42 which has been assumed by the Company; and

WHEREAS, the Holder has agreed to convert the Note, including accrued interest thereon, into shares of the Company's common stock, par value \$0.001 per share (the "Common Stock"), on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, intending to be legally bound, the parties hereby agree as follows:

1. *Conversion.* The Holder shall convert the outstanding principal due under the Note, together with any interest accrued thereon through the date of conversion, into shares of the Company's Common Stock, at the rate of \$0.01 per share (the "Conversion") for a total of 14,767,742 shares. The Conversion shall be considered payment in full by the Company of the Note and the conversion method in the Note shall be waived. The Holder shall deliver the Note to the Company for cancellation.
2. *Binding Effect.* This instrument is being executed by the Holder and shall be binding upon its successors and assigns for the uses and purposes above set forth and referred to, and shall be effective as of the date hereof.
3. *Governing Law.* This instrument shall be governed by and enforced in accordance with the laws of the State of New York without any application of the principles of conflicts of laws.

IN WITNESS WHEREOF, this Agreement has been duly executed by the Company and Holder as of the date first above written.

MEGA MEDIA GROUP, INC.

/s/ Alex Shvarts
Alex Shvarts, CEO

THE HOLDER

/s/ Steven Fruman
BY: Steven Fruman, VP
FD Import Export Corp.

Exhibit 10.3

CONVERSION AGREEMENT

This **Conversion Agreement** (the "Agreement"), dated as of January 19, 2009, is made and entered into by and between Mega Media Group, Inc. (the "Company"), and Eugene Khavinson (the "Holder").

RECITALS

WHEREAS, the Holder holds a 9% promissory notes with an outstanding principal amount of \$220,000.00 and interest amount of \$15,558.91 (the "Note"), dated January 24, 2008, May 12, 2008 and August 20, for a total of \$235,558.91 which has been assumed by the Company; and

WHEREAS, the Holder has agreed to convert the Note, including accrued interest thereon, into shares of the Company's common stock, par value \$0.001 per share (the "Common Stock"), on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, intending to be legally bound, the parties hereby agree as follows:

1. *Conversion.* The Holder shall convert the outstanding principal due under the Note, together with any interest accrued thereon through the date of conversion, into shares of the Company's Common Stock, at the rate of \$0.01 per share (the "Conversion") for a total of 23,555,891 shares. The Conversion shall be considered payment in full by the Company of the Note and the conversion method in the Note shall be waived. The Holder shall deliver the Note to the Company for cancellation.
2. *Binding Effect.* This instrument is being executed by the Holder and shall be binding upon its successors and assigns for the uses and purposes above set forth and referred to, and shall be effective as of the date hereof.
3. *Governing Law.* This instrument shall be governed by and enforced in accordance with the laws of the State of New York without any application of the principles of conflicts of laws.

IN WITNESS WHEREOF, this Agreement has been duly executed by the Company and Holder as of the date first above written.

MEGA MEDIA GROUP, INC.

/s/ Alex Shvarts
Alex Shvarts, CEO

THE HOLDER

/s/ Eugene Khavinson
Eugene Khavinson

Exhibit 10.4

CONVERSION AGREEMENT

This **Conversion Agreement** (the "Agreement"), dated as of January 19, 2009, is made and entered into by and between Mega Media Group, Inc. (the "Company"), and Jaworek Capital, LLC (the "Holder").

RECITALS

WHEREAS, the Holder holds a 9% promissory note with an outstanding principal amount of \$62,000.00 and interest amount of \$1,223.01 (the "Note"), dated September 11, 2008 for a total of \$63,223.01 which has been assumed by the Company; and

WHEREAS, the Holder has agreed to convert the Note, including accrued interest thereon, into shares of the Company's common stock, par value \$0.001 per share (the "Common Stock"), on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, intending to be legally bound, the parties hereby agree as follows:

1. *Conversion.* The Holder shall convert the outstanding principal due under the Note, together with any interest accrued thereon through the date of conversion, into shares of the Company's Common Stock, at the rate of \$0.01 per share (the "Conversion") for a total of 6,322,301 shares. The Conversion shall be considered payment in full by the Company of the Note and the conversion method in the Note shall be waived. The Holder shall deliver the Note to the Company for cancellation.
2. *Binding Effect.* This instrument is being executed by the Holder and shall be binding upon its successors and assigns for the uses and purposes above set forth and referred to, and shall be effective as of the date hereof.
3. *Governing Law.* This instrument shall be governed by and enforced in accordance with the laws of the State of New York without any application of the principles of conflicts of laws.

IN WITNESS WHEREOF, this Agreement has been duly executed by the Company and Holder as of the date first above written.

MEGA MEDIA GROUP, INC.

/s/ Alex Shvarts
Alex Shvarts, CEO

THE HOLDER

/s/ Michal Jaworek
Michal Jaworek
Jaworek Capital, LLC.

CONVERSION AGREEMENT

This **Conversion Agreement** (the "Agreement"), dated as of January 19, 2009, is made and entered into by and between Mega Media Group, Inc. (the "Company"), and ESJA Enterprises Inc. (the "Holder").

RECITALS

WHEREAS, the Holder holds a 9% promissory note with an outstanding principal amount of \$90,000.00 and interest amount of \$0 (the "Note"), dated February 11, 2008 for a total of \$90,000.00 which has been assumed by the Company; and

WHEREAS, the Holder has agreed to convert the Note, including accrued interest thereon, into shares of the Company's common stock, par value \$0.001 per share (the "Common Stock"), on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, intending to be legally bound, the parties hereby agree as follows:

1. *Conversion.* The Holder shall convert the outstanding principal due under the Note, together with any interest accrued thereon through the date of conversion, into shares of the Company's Common Stock, at the rate of \$0.01 per share (the "Conversion") for a total of 9,000,000 shares. The Conversion shall be considered payment in full by the Company of the Note and the conversion method in the Note shall be waived. The Holder shall deliver the Note to the Company for cancellation.
2. *Binding Effect.* This instrument is being executed by the Holder and shall be binding upon its successors and assigns for the uses and purposes above set forth and referred to, and shall be effective as of the date hereof.
3. *Governing Law.* This instrument shall be governed by and enforced in accordance with the laws of the State of New York without any application of the principles of conflicts of laws.

IN WITNESS WHEREOF, this Agreement has been duly executed by the Company and Holder as of the date first above written.

MEGA MEDIA GROUP, INC.

/s/ Alex Shvarts

Alex Shvarts, CEO

THE HOLDER

/s/ Alex Kulnevsky

Alex Kulnevsky

ESJA

CONVERSION AGREEMENT

This **Conversion Agreement** (the "Agreement"), dated as of January 19, 2009, is made and entered into by and between Mega Media Group, Inc. (the "Company"), and Steven Fruman. (the "Holder").

RECITALS

WHEREAS, the Holder holds a 9% promissory note with an outstanding principal amount of \$120,000.00 and interest amount of \$4,500.00 (the "Note"), dated May 12, 2008 and August 29, 2008 for a total of \$124,500.00 which has been assumed by the Company; and

WHEREAS, the Holder has agreed to convert the Note, including accrued interest thereon, into shares of the Company's common stock, par value \$0.001 per share (the "Common Stock"), on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, intending to be legally bound, the parties hereby agree as follows:

1. *Conversion.* The Holder shall convert the outstanding principal due under the Note, together with any interest accrued thereon through the date of conversion, into shares of the Company's Common Stock, at the rate of \$0.01 per share (the "Conversion") for a total of 12,450,000,000 shares. The Conversion shall be considered payment in full by the Company of the Note and the conversion method in the Note shall be waived. The Holder shall deliver the Note to the Company for cancellation.
2. *Binding Effect.* This instrument is being executed by the Holder and shall be binding upon its successors and assigns for the uses and purposes above set forth and referred to, and shall be effective as of the date hereof.
3. *Governing Law.* This instrument shall be governed by and enforced in accordance with the laws of the State of New York without any application of the principles of conflicts of laws.

IN WITNESS WHEREOF, this Agreement has been duly executed by the Company and Holder as of the date first above written.

MEGA MEDIA GROUP, INC.

/s/ Alex Shvarts _____
Alex Shvarts, CEO

THE HOLDER

/s/ Steven Fruman _____
Steven Fruman

CONVERSION AGREEMENT

This **Conversion Agreement** (the "Agreement"), dated as of January 19, 2009, is made and entered into by and between Mega Media Group, Inc. (the "Company"), and Rachel Paukman. (the "Holder").

RECITALS

WHEREAS, the Holder holds a 9% promissory note with an outstanding principal amount of \$76,999.00 and interest amount of \$9,633.47 (the "Note"), dated June 23, 2006, September 25, 2006, and March 18, 2008 for a total of \$86,623.47 which has been assumed by the Company; and

WHEREAS, the Holder has agreed to convert the Note, including accrued interest thereon, into shares of the Company's common stock, par value \$0.001 per share (the "Common Stock"), on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, intending to be legally bound, the parties hereby agree as follows:

1. *Conversion.* The Holder shall convert the outstanding principal due under the Note, together with any interest accrued thereon through the date of conversion, into shares of the Company's Common Stock, at the rate of \$0.01 per share (the "Conversion") for a total of 8,663,247 shares. The Conversion shall be considered payment in full by the Company of the Note and the conversion method in the Note shall be waived. The Holder shall deliver the Note to the Company for cancellation.
2. *Binding Effect.* This instrument is being executed by the Holder and shall be binding upon its successors and assigns for the uses and purposes above set forth and referred to, and shall be effective as of the date hereof.
3. *Governing Law.* This instrument shall be governed by and enforced in accordance with the laws of the State of New York without any application of the principles of conflicts of laws.

IN WITNESS WHEREOF, this Agreement has been duly executed by the Company and Holder as of the date first above written.

MEGA MEDIA GROUP, INC.

/s/ Alex Shvarts _____
Alex Shvarts, CEO

THE HOLDER

/s/ Rachel Paukman _____
Rachel Paukman

CONVERSION AGREEMENT

This **Conversion Agreement** (the "Agreement"), dated as of January 19, 2009, is made and entered into by and between Mega Media Group, Inc. (the "Company"), and Lev Paukman. (the "Holder").

RECITALS

WHEREAS, the Holder holds a 9% promissory note with an outstanding principal amount of \$150,000.00 and interest amount of \$3,254.79 (the "Note"), dated October 23, 2008 for a total of \$153,254.79 which has been assumed by the Company; and

WHEREAS, the Holder has agreed to convert the Note, including accrued interest thereon, into shares of the Company's common stock, par value \$0.001 per share (the "Common Stock"), on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, intending to be legally bound, the parties hereby agree as follows:

1. *Conversion.* The Holder shall convert the outstanding principal due under the Note, together with any interest accrued thereon through the date of conversion, into shares of the Company's Common Stock, at the rate of \$0.01 per share (the "Conversion") for a total of 15,325,479 shares. The Conversion shall be considered payment in full by the Company of the Note and the conversion method in the Note shall be waived. The Holder shall deliver the Note to the Company for cancellation.
2. *Binding Effect.* This instrument is being executed by the Holder and shall be binding upon its successors and assigns for the uses and purposes above set forth and referred to, and shall be effective as of the date hereof.
3. *Governing Law.* This instrument shall be governed by and enforced in accordance with the laws of the State of New York without any application of the principles of conflicts of laws.

IN WITNESS WHEREOF, this Agreement has been duly executed by the Company and Holder as of the date first above written.

MEGA MEDIA GROUP, INC.

/s/ Alex Shvarts
Alex Shvarts, CEO

THE HOLDER

/s/ Dr Lev Paukman
Dr Lev Paukman

Exhibit 10.9

CONVERSION AGREEMENT

This **Conversion Agreement** (the "Agreement"), dated as of January 19, 2009, is made and entered into by and between Mega Media Group, Inc. (the "Company"), and Elan Kaufman. (the "Holder").

RECITALS

WHEREAS, the Holder holds a 9% promissory note with an outstanding principal amount of \$50,000.00 and interest amount of \$2,120.55 (the "Note"), dated March 19, 2008, 2008 for a total of \$52,120.55 which has been assumed by the Company; and

WHEREAS, the Holder has agreed to convert the Note, including accrued interest thereon, into shares of the Company's common stock, par value \$0.001 per share (the "Common Stock"), on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, intending to be legally bound, the parties hereby agree as follows:

1. *Conversion.* The Holder shall convert the outstanding principal due under the Note, together with any interest accrued thereon through the date of conversion, into shares of the Company's Common Stock, at the rate of \$0.01 per share (the "Conversion") for a total of 5,212,055 shares. The Conversion shall be considered payment in full by the Company of the Note and the conversion method in the Note shall be waived. The Holder shall deliver the Note to the Company for cancellation.
2. *Binding Effect.* This instrument is being executed by the Holder and shall be binding upon its successors and assigns for the uses and purposes above set forth and referred to, and shall be effective as of the date hereof.
3. *Governing Law.* This instrument shall be governed by and enforced in accordance with the laws of the State of New York without any application of the principles of conflicts of laws.

IN WITNESS WHEREOF, this Agreement has been duly executed by the Company and Holder as of the date first above written.

MEGA MEDIA GROUP, INC.

/s/ Alex Shvarts
Alex Shvarts, CEO

THE HOLDER

/s/ Dr. Elan Kaufman
Dr. Elan Kaufman

Exhibit 10.10

CONVERSION AGREEMENT

This **Conversion Agreement** (the "Agreement"), dated as of January 19, 2009, is made and entered into by and between Mega Media Group, Inc. (the "Company"), and Ocean Bridge Inc. (the "Holder").

RECITALS

WHEREAS, the Holder holds a 12% promissory note with an outstanding principal amount of \$80,000.00 and interest amount of \$17,942.20 (the "Note"), dated March 19, 2008, 2008 for a total of \$97,942.20 which has been assumed by the Company; and

WHEREAS, the Holder has agreed to convert the Note, including accrued interest thereon, into shares of the Company's common stock, par value \$0.001 per share (the "Common Stock"), on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, intending to be legally bound, the parties hereby agree as follows:

1. *Conversion.* The Holder shall convert the outstanding principal due under the Note, together with any interest accrued thereon through the date of conversion, into shares of the Company's Common Stock, at the rate of \$0.01 per share (the "Conversion") for a total of 9,794,220 shares. The Conversion shall be considered payment in full by the Company of the Note and the conversion method in the Note shall be waived. The Holder shall deliver the Note to the Company for cancellation.
2. *Binding Effect.* This instrument is being executed by the Holder and shall be binding upon its successors and assigns for the uses and purposes above set forth and referred to, and shall be effective as of the date hereof.
3. *Governing Law.* This instrument shall be governed by and enforced in accordance with the laws of the State of New York without any application of the principles of conflicts of laws.
4. *Issuance of shares.* Ocean Bridge hereby notifies Mega Media Group, Inc. the shares underlying this agreement are to be issued to Boris Tansky.

IN WITNESS WHEREOF, this Agreement has been duly executed by the Company and Holder as of the date first above written.

MEGA MEDIA GROUP, INC.

/s/ Alex Shvarts _____
Alex Shvarts, CEO

THE HOLDER

/s/ Dr. Lev Paukman _____
Dr. Lev Paukman
Ocean Bridge, Inc

CONVERSION AGREEMENT

This **Conversion Agreement** (the "Agreement"), dated as of January 19, 2009, is made and entered into by and between Mega Media Group, Inc. (the "Company"), and Inga Fruman (the "Holder").

RECITALS

WHEREAS, the Holder holds a 9% promissory note with an outstanding principal amount of \$50,000.00 and interest amount of \$1,084.93 (the "Note"), dated October 24, 2008, for a total of \$51,084.93 which has been assumed by the Company; and

WHEREAS, the Holder has agreed to convert the Note, including accrued interest thereon, into shares of the Company's common stock, par value \$0.001 per share (the "Common Stock"), on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, intending to be legally bound, the parties hereby agree as follows:

1. *Conversion.* The Holder shall convert the outstanding principal due under the Note, together with any interest accrued thereon through the date of conversion, into shares of the Company's Common Stock, at the rate of \$0.01 per share (the "Conversion") for a total of 5,108,493 shares. The Conversion shall be considered payment in full by the Company of the Note and the conversion method in the Note shall be waived. The Holder shall deliver the Note to the Company for cancellation.
2. *Binding Effect.* This instrument is being executed by the Holder and shall be binding upon its successors and assigns for the uses and purposes above set forth and referred to, and shall be effective as of the date hereof.
3. *Governing Law.* This instrument shall be governed by and enforced in accordance with the laws of the State of New York without any application of the principles of conflicts of laws.
4. *Issuance of Shares.* Shares are to be issued to Gap Asset Management, LLC.

IN WITNESS WHEREOF, this Agreement has been duly executed by the Company and Holder as of the date first above written.

MEGA MEDIA GROUP, INC.

/s/ Alex Shvarts
Alex Shvarts, CEO

THE HOLDER

/s/ Inga Fruman
Inga Fruman

CONVERSION AGREEMENT

This **Conversion Agreement** (the "Agreement"), dated as of January 19, 2009, is made and entered into by and between Mega Media Group, Inc. (the "Company"), and Robert Catell (the "Holder").

RECITALS

WHEREAS, the Holder holds a 10% promissory note with an outstanding principal amount of \$250,000.00 and interest amount of \$3,356.16 (the "Note"), dated December 1, 2008, for a total of \$253,356.16 which has been assumed by the Company; and

WHEREAS, the Holder has agreed to convert the Note, including accrued interest thereon, into shares of the Company's common stock, par value \$0.001 per share (the "Common Stock"), on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, intending to be legally bound, the parties hereby agree as follows:

1. *Conversion.* The Holder shall convert the outstanding principal due under the Note, together with any interest accrued thereon through the date of conversion, into shares of the Company's Common Stock, at the rate of \$0.01 per share (the "Conversion") for a total of 25,335,616 shares. The Conversion shall be considered payment in full by the Company of the Note and the conversion method in the Note shall be waived. The Holder shall deliver the Note to the Company for cancellation.

2. *Binding Effect.* This instrument is being executed by the Holder and shall be binding upon its successors and assigns for the uses and purposes above set forth and referred to, and shall be effective as of the date hereof.

3. *Governing Law.* This instrument shall be governed by and enforced in accordance with the laws of the State of New York without any application of the principles of conflicts of laws.

IN WITNESS WHEREOF, this Agreement has been duly executed by the Company and Holder as of the date first above written.

MEGA MEDIA GROUP, INC.

/s/ Alex Shvarts _____
Alex Shvarts, CEO

THE HOLDER

/s/ Robert Catell _____
Robert Catell

CONVERSION AGREEMENT

This **Conversion Agreement** (the "Agreement"), dated as of January 19, 2009, is made and entered into by and between Mega Media Group, Inc. (the "Company"), and Andrey Anikeyev (the "Holder").

RECITALS

WHEREAS, the Holder holds a 10% promissory note with an outstanding principal amount of \$100,000.00 and interest amount of \$8,950.69 (the "Note"), dated January 22, 2008, for a total of \$108,950.69 which has been assumed by the Company; and

WHEREAS, the Holder has agreed to convert the Note, including accrued interest thereon, into shares of the Company's common stock, par value \$0.001 per share (the "Common Stock"), on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, intending to be legally bound, the parties hereby agree as follows:

1. *Conversion.* The Holder shall convert the outstanding principal due under the Note, together with any interest accrued thereon through the date of conversion, into shares of the Company's Common Stock, at the rate of \$0.01 per share (the "Conversion") for a total of 10,895,069 shares. The Conversion shall be considered payment in full by the Company of the Note and the conversion method in the Note shall be waived. The Holder shall deliver the Note to the Company for cancellation.
2. *Binding Effect.* This instrument is being executed by the Holder and shall be binding upon its successors and assigns for the uses and purposes above set forth and referred to, and shall be effective as of the date hereof.
3. *Governing Law.* This instrument shall be governed by and enforced in accordance with the laws of the State of New York without any application of the principles of conflicts of laws.

IN WITNESS WHEREOF, this Agreement has been duly executed by the Company and Holder as of the date first above written.

MEGA MEDIA GROUP, INC.

/s/ Alex Shvarts

Alex Shvarts, CEO

THE HOLDER

/s/ Andrey Anikeyev

Andrey Anikeyev

CONVERSION AGREEMENT

This **Conversion Agreement** (the "Agreement"), dated as of January 16, 2009, is made and entered into by and between Mega Media Group, Inc. (the "Company"), and Boyard Management and Boris Motovich (the "collectively referred to as Lender").

RECITALS

WHEREAS, the Lender made a \$ 89,011.82 loan of office lease (the "Loan") to the Company; and

WHEREAS, the Lender has agreed to convert the Loan into shares of the Company's common stock, par value \$0.001 per share (the "Common Stock") on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, intending to be legally bound, the parties hereby agree as follows:

1. *Conversion.* The Lender shall convert the Loan into shares of the Company's Common Stock, at the rate of \$0.01 per share (the "Conversion") for a total of 8,911,000 shares. The Conversion shall be considered payment in full by the Company of all of the lease payments due up to the Lender through January 31, 2009 by Mega Media Group, Inc, and Echo Broadcasting Group, Inc.
2. *Binding Effect.* This instrument is being executed by the Lender and shall be binding upon its successors and assigns for the uses and purposes above set forth and referred to, and shall be effective as of the date hereof.
3. *Governing Law.* This instrument shall be governed by and enforced in accordance with the laws of the State of New York without any application of the principles of conflicts of laws.

IN WITNESS WHEREOF, this Agreement has been duly executed by the Company and Lender as of the date first above written.

MEGA MEDIA GROUP, INC.

/s/ Alex Shvarts
Alex Shvarts, CEO

THE LENDER

/s/ Boris Motovich
Boris Motovich,
Boyard Management