

334819

Florida Department of State
Division of Corporations
Public Access System

Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

((H05000223320 3)))

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:
Division of Corporations
Fax Number : (850) 205-0380

From:
Account Name : CORPORATION SERVICE COMPANY
Account Number : I20000000195
Phone : (850) 521-1000
Fax Number : (850) 558-1575

MERGER OR SHARE EXCHANGE

BEN-TAM, INC.

Certificate of Status	0
Certified Copy	0
Page Count	1314
Estimated Charge	\$70.00

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
05 SEP 23 PM 4:11

Document
was FILED
AS IS.
DC
P.S. Payne

Electronic Filing Menu

Corporate Filing

Public Access Help

Menger
09/26/05
DC



FLORIDA DEPARTMENT OF STATE

Glenda E. Hood
Secretary of State

September 20, 2005

BEN-TAM, INC.
WILLIAM SHIFINO MANGIONE & STEADY, PA
ONE TAMPA CITY CENTER #2600
TAMPA, FL 33602

RESUBMIT

SUBJECT: BEN-TAM, INC.
REF: 334819

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

The name you are proposing to use for the name change in this merger is not available for use until after the first week of October.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6903.

Cheryl Coulliette
Document Specialist

FAX Aud. #: H05000223320
Letter Number: 905A00057696

RECEIVED

05 SEP 23 AM 8:00

DIVISION OF CORPORATIONS

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
05 SEP 23 PM 4:11

ARTICLES OF MERGER
OF
BEN-TAM, INC.

These ARTICLES OF MERGER (these "Articles") are made and entered into this 12th day of September 2005, by and between BEN-TAM, Inc., a Florida corporation (referred to in these Articles as "Ben-Tam" or the "Surviving Corporation"), and Corporate Innovations, Inc., a Delaware corporation (referred to herein as "COINS" or the "Disappearing Corporation"). Ben-Tam or COINS may sometimes be individually referred to herein as a "Constituent Corporation," and collectively referred to herein as the "Constituent Corporations."

WITNESSETH

WHEREAS, the Boards of Directors of the Constituent Corporations deem it advisable and in the best interests of the Constituent Corporations and their respective shareholders COINS be merged with and into BEN-TAM, as authorized (i) by the laws of the State of Florida, specifically, pursuant to Section 607.1107 of the Florida Business Corporation Act (the "FBCA"), (ii) by the laws of the State of Delaware, specifically, pursuant to Section 252 of the Delaware General Corporation Law (the "DGCL"), and (iii) under and pursuant to the terms and conditions hereinafter set forth;

NOW, THEREFORE, the Constituent Corporations, in consideration of the mutual covenants and provisions hereinafter contained, have agreed and do hereby agree each with the other that COINS be merged with and into BEN-TAM pursuant to the applicable provisions of the FBCA and the DGCL, and the Constituent Corporations do hereby agree upon and prescribe the terms and conditions of said merger and the mode of carrying the same into effect in the following Articles of Merger.

These Articles are filed pursuant to the FBCA and the DGCL, and in accordance with the applicable provisions thereof, upon the effectiveness of these Articles at the date and time indicated herein, and after filing with the Department of State of the State of Florida and the Department of State of the State of Delaware, COINS shall be, and it hereby is, merged with

H05000223320 3

and into BEN-TAM, and BEN-TAM shall be the Surviving Corporation (hereinafter, the "Merger").

ARTICLE I

PLAN OF MERGER

The Agreement and Plan of Merger (the "Plan of Merger") for the Merger is attached hereto as Exhibit A.

ARTICLE II

EFFECTIVE TIME

These Articles and the Merger shall be effective as of the close of business on September 12, 2005, or on such later date and time as (i) these Articles of Merger have been filed with the Departments of State of the State of Florida and the State of the State of Delaware, and (ii) all fees and taxes required by the laws of the State of Florida and the laws of the State of Delaware shall have been paid (the "Effective Time").

ARTICLE III

APPROVAL OF MERGER

(a) The Plan of Merger has been approved and adopted pursuant to the applicable provisions of the FBCA and the DGCL, and all of the conditions specified therein have been met.

(b) The Board of Directors and the stockholders of COINS unanimously approved and adopted the Plan of Merger and these Articles on June 15, 2005.

(c) The Board of Directors of BEN-TAM unanimously approved and adopted the Plan of Merger and these Articles on July 24, 2005.

(d) A majority of the shareholders of BEN-TAM unanimously approved and adopted the Plan of Merger and these Articles on September 12, 2005.

Signature Page Follows.

H05000223320 3

IN WITNESS WHEREOF, the undersigned Corporation has caused these Articles of Merger to be executed and acknowledged in its name by its president, in accordance with the laws of the State of Florida, all on the day and year first above written.

BEN-TAM, INC.

By:


Debra Garcia Romano, Its President

149603

FILE No.157 09/23 '05 02:45 ID:CSC

FAX:850 558 1515

PAGE 6/ 14

H05000223320 3

EXHIBIT A

Agreement and Plan of Merger

H05000223320 3

H05000223320 3

REVERSE MERGER AGREEMENT

By and Among

BEN-TAM, INC.

And

CORPORATE INNOVATIONS, INC.

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is dated as of August 15, 2005, by and among BEN-TAM, INC., a Florida corporation ("BEN-TAM" and CORPORATE INNOVATIONS, INC., a Delaware corporation ("COINS").

RECITALS

WHEREAS, BEN-TAM has an authorized capitalization of Fifty Million (50,000,000) shares of common stock, par value \$.01 per share ("BEN-TAM Common Stock"), of which Four Hundred Seventy-four Thousand Eighty-four (474,084) shares are issued and outstanding as of the date hereof.

WHEREAS, COINS has an authorized capitalization of (i) Fifty Million (50,000,000) shares of common stock, par value \$.001 per share ("COINS Common Stock"), of which Nine Million Seven Thousand Five Hundred Ninety-six (9,007,596) shares are issued and outstanding as of the date hereof, and (ii) 5,000,000 shares of preferred stock, par value \$.001 per share (the "COINS Preferred Stock"), of which zero (0) shares are outstanding on the date hereof.

WHEREAS, the respective Boards of Directors of BEN-TAM and COINS have determined that it is advisable and in the best interests of their respective shareholders and stockholders that, pursuant and subject to the terms and conditions of this Agreement and applicable law, COINS be merged with and into BEN-TAM (the "Merger"), with BEN-TAM continuing as the surviving corporation in the Merger (the "Surviving Corporation").

WHEREAS, the Merger is intended to qualify as a "reorganization" under the provisions of Section 368(a)(2)(E) of the Internal Revenue Code of 1986, as amended (the "Code").

H05000223320 3

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

ARTICLE I
THE MERGER

1.1 THE MERGER. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with applicable law, at the Effective Time of the Merger (as defined in Section 1.2), COINS shall be merged with and into BEN-TAM. As a result of the Merger, the separate existence of COINS shall cease and BEN-TAM shall continue as the Surviving Corporation of the Merger.

1.2 EFFECTIVE TIME OF THE MERGER. Subject to the terms and conditions of this Agreement, and at or as soon as practicable after the Closing (as defined in Section 1.3), articles of merger (the "Articles of Merger") shall be executed and filed with (i) the Secretary of State of the State of Florida ("Florida Secretary of State") in accordance with the Florida Business Corporations Act (the "FBCA") and (ii) the Secretary of State of the State of Delaware (the "Delaware Secretary of State") in accordance with the Delaware General Corporation Law (the "DGCL"). The Merger shall become effective upon the latest to occur of such filings of the Articles of Merger (the "Effective Time").

1.3 CLOSING. Subject to the terms and conditions of this Agreement, the closing of the Merger (the "Closing") will take place as soon as practicable after satisfaction or, if permissible, waiver of the latest to occur of the conditions set forth in Article IV hereof (the "Closing Date"), at the offices of Williams Schifano Mangione & Steady, P.A., One Tampa City Center, Suite 2600, Tampa, Florida 33602, unless another date or place is agreed to in writing by the parties hereto.

1.4 EFFECTS OF THE MERGER. At the Effective Time of the Merger, the effect of the Merger shall be as provided in the provisions of applicable law. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time of the Merger, all of the property, rights, privileges, powers and franchises of COINS shall vest in the Surviving Corporation, and all debts, liabilities and duties of COINS shall become the debts, liabilities and duties of the Surviving Corporation.

1.5 SURVIVING CORPORATION'S ARTICLES OF INCORPORATION AND BYLAWS; DIRECTORS AND OFFICERS. At the Effective Time of the Merger (i) the Certificate of Incorporation and Bylaws of COINS, as in effect immediately prior to the Effective Time of the Merger, shall become the articles of incorporation and bylaws of the Surviving Corporation, until thereafter amended as provided by applicable law, and (ii) the officers and directors of COINS immediately prior to the Effective Time of the Merger shall be the officers and directors of the Surviving Corporation.

1.6 SURVIVING CORPORATION DOMICILE. At the Effective Time of the Merger, the state of incorporation of COINS immediately prior to the Effective Time of the Merger shall become the domicile of the Surviving Corporation.

ARTICLE II

EFFECT OF THE MERGER ON THE CAPITAL STOCK OF THE CONSTITUENT CORPORATIONS

2.1 EFFECT ON CAPITAL STOCK. As of the Effective Time of the Merger, by virtue of the Merger and without any action on the part of BEN-TAM, COINS, or the holders of securities of any of the foregoing, each share of COINS Common Stock issued and outstanding immediately prior to the Effective Time of the Merger shall be converted into the right to receive One (1) share of BEN-TAM Common Stock. Until surrendered for exchange, each certificate representing shares of COINS Common Stock, from and after the Effective Time of the Merger, shall represent, for all purposes, only the right to receive an equivalent number of shares of Ben-Tam Common Stock.

2.2 CANCELLATION OF STOCK. At the Effective Time of the Merger, each share of COINS Common Stock that is issued and outstanding immediately prior to the Effective Time of the Merger shall be cancelled and retired and all rights in respect thereof shall cease to exist without any conversion thereof or payment therefore, and no other consideration shall be delivered in exchange therefore.

2.3 STOCK TRANSFER BOOKS. At the Effective Time of the Merger, the stock transfer books for the shares of COINS Common Stock which have been converted into the right

to receive shares of BEN-TAM Common pursuant to Section 2.1 hereof shall be deemed closed, and no transfer of such shares shall thereafter be made or consummated.

2.4 TAX CONSEQUENCES. It is intended by the parties hereto that the Merger shall constitute a reorganization within the meaning of Section 368(a) of the Code.

ARTICLE III

ADDITIONAL AGREEMENTS

3.1 DIRECTORS AND MANAGEMENT OF BEN-TAM AFTER THE EFFECTIVE TIME OF THE MERGER. Upon the Effective Time of the Merger, the BEN-TAM Board of Directors will consist of the persons serving as directors of COINS immediately prior to the Effective Time of the Merger. In addition, upon the Effective Time of the Merger, BEN-TAM management will consist of the persons serving as COINS management team immediately prior to the Effective Time of the Merger.

3.2 CONSENT. Each of BEN-TAM and COINS shall promptly apply for or otherwise seek, and use its commercially reasonable best efforts to obtain, all consents and approvals required to be obtained by it for consummation of the Merger.

ARTICLE IV

CONDITIONS PRECEDENT

4.1 CONDITIONS TO EACH PARTY'S OBLIGATION TO EFFECT THE MERGER. The respective obligation of each party to effect the Merger shall be subject to the satisfaction at or prior to the Closing of the following conditions:

(i) This Agreement shall have been approved and adopted by the respective shareholders and stockholders of BEN-TAM and COINS to the extent, but only to the extent, required by applicable law.

(ii) All authorizations, consents, orders or approvals of, or declarations or filings with, or expiration of waiting periods imposed by, any court or governmental

authority of competent jurisdiction necessary for the consummation of the transactions contemplated by this Agreement shall have been filed, occurred or been obtained, other than filings relating to the Merger, if failure to make such filing or obtain such approval would not be materially adverse to the ability of the Surviving Corporation to conduct business following consummation of the Merger.

(iii) No temporary restraining order, preliminary or permanent injunction or other order issued by any court of competent jurisdiction or other legal restraint or prohibition (an "Injunction") preventing the consummation of the Merger shall be in effect, nor shall any proceeding brought by any administrative agency or commission or other governmental authority or instrumentality, domestic or foreign, selling any of the foregoing be pending. In the event an Injunction shall have been issued, each party agrees to use its reasonable diligent efforts to have the Injunction lifted.

(iv) No statute, rule or regulation shall have been enacted by any court or governmental authority of competent jurisdiction which would make the consummation of the Merger illegal.

ARTICLE V

TERMINATION, AMENDMENT AND WAIVER

5.1 **TERMINATION.** This Agreement may be terminated, at any time prior to the Effective Time of the Merger, whether before or after approval of matters presented in connection with the Merger by the respective shareholders stockholders of COINS and BEN-TAM (to the extent such approval is required) by:

- (i) the mutual written consent of BEN-TAM and COINS; or
- (ii) either party, if any required approval of the shareholders or stockholders of such party shall not have been obtained by December 31, 2005.

When action is taken to terminate this Agreement pursuant to this Section 5.1, it shall be sufficient for such action to be authorized by the Board of Directors of the party taking such action.

5.2 EFFECT OF TERMINATION. In the event of termination of this Agreement by either COINS or BEN-TAM as provided in Section 5.1, this Agreement shall forthwith become void and there shall be no liability or obligation on the part of BEN-TAM, or COINS or their respective officers or directors.

5.3 EXPENSES. All costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such expense.

5.4 AMENDMENT. This Agreement may be amended by the parties hereto by action taken by their respective Boards of Directors at any time before or after approval of matters presented in connection with the Merger by the stockholders of COINS or the shareholders of BEN-TAM (to the extent such approval is required); *provided that* after any such stockholder or shareholder approval, no amendment shall be made which by law requires the further approval of stockholders or shareholders without obtaining such further approval. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

ARTICLE VI

GENERAL PROVISIONS

6.1 SEVERABILITY. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

6.2 ENTIRE AGREEMENT. This Agreement constitutes the entire agreement with respect to the subject matter hereof and supersedes all prior agreements and undertakings, both written and oral, among the parties, or any of them, with respect to such subject matter and,

except as otherwise expressly provided herein, is not intended to confer upon any other person any rights or remedies hereunder.

6.3 ASSIGNMENT. This Agreement shall not be assigned, by operation of law or otherwise.

6.4 PARTIES OF INTEREST. This Agreement shall be binding upon and inure solely to the benefit of each party hereto, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

6.5 COUNTERPARTS. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received counterparts hereof signed by all of the other parties hereto.

6.6 GOVERNING LAW. This Agreement shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of Florida (excluding the choice-of-law rules thereof).

H05000223320 3

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officer of the parties hereto as of the date first written above.

CORPORATE INNOVATIONS, INC.
A Delaware Corporation

By:



Kenneth Alfred John Major
Its President, duly authorized

BEN-TAM, INC.
A Florida Corporation

By:



Debra Romano
Its President, duly authorized

H05000223320 3