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DIVISION OF CORPORATIONS

MERGER OR SHARE EXCHANGE

Coins-Bentam Reincorporation Company (Delaware)

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Merger

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**STATE OF FLORIDA
ARTICLES OF MERGER
DOMESTIC CORPORATION INTO
FOREIGN CORPORATION**

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Pursuant to Section 607.1107 of the Florida Business Corporation Act (the "FBCA"), undersigned corporation executed the following Articles of Merger:

FIRST: The name of each constituent corporation is BEN-TAM, INC., a Florida corporation ("BEN-TAM"), and COINS-BENTAM REINCORPORATION COMPANY, a Delaware corporation ("CBRC").

SECOND: The Agreement of Merger was approved, adopted, certified, executed, and acknowledged by the Boards of Directors and shareholders of each of the constituent corporations pursuant to Section 607.1107 of the Florida Business Corporation Act (the "FBCA") and Title 8, Section 252 of the Delaware General Corporation Law.

THIRD: The surviving corporation is COINS-BENTAM REINCORPORATION COMPANY, a Delaware corporation.

FOURTH: The certificate of incorporation of the surviving corporation shall be its Certificate of Incorporation.

FIFTH: The merger is to become effective on such date and time as these Articles of Merger have been filed by the Secretary of State of Florida.

SIXTH: The Agreement and Plan of Merger for the merger is attached hereto as Exhibit A.

SEVENTH: The surviving corporation agrees that it may be served with process in the State of Florida in any proceeding for the enforcement of any obligation of the surviving corporation arising from this merger, including any suit or other proceeding to enforce the rights of any shareholders as determined in appraisal proceedings pursuant to the applicable provisions

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of the FBCA, and irrevocably appoints the Secretary of State of Florida as its agent to accept service of process in any such suit or proceeding. The Secretary of State of Florida shall mail any such process to the surviving corporation at One Tampa City Center, Suite 2600, Tampa, Florida, 33602, c/o Williams Schifino Mangione & Steady, P.A., Attn.: Lina Angelici, Esq.

Signature Page Follows.

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IN WITNESS WHEREOF, the constituent corporations have caused these Articles of Merger to be executed and acknowledged in their names by their respective Presidents, in accordance with the laws of the State of Florida, the 3rd day of October 2005.

DISAPPEARING CORPORATION:

BEN-TAM, INC.

a Florida corporation



By: _____

Kenneth Alfred John Major, Its President

SURVIVING CORPORATION:

**COINS-BENTAM REINCORPORATION
COMPANY**

a Delaware corporation



By: _____

Kenneth Alfred John Major, Its President

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EXHIBIT A

Agreement and Plan of Merger

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AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER dated as of October 3, 2005, by and between BEN-TAM, INC., a Florida corporation ("BEN-TAM"), and COINS-BENTAM REINCORPORATION COMPANY, a newly formed Delaware corporation ("CBRC").

RECITALS

WHEREAS, BEN-TAM recently entered into an agreement with Corporate Innovations, Inc, a Delaware corporation ("COINS"), which plan was approved and adopted by their respective Boards of Directors and shareholders (the "Plan");

WHEREAS, the Plan provided, among other things, for the merger of COINS into BEN-TAM, with BEN-TAM as the surviving corporation (the "Reverse Merger");

WHEREAS, the Plan further provided that, either simultaneously with the Reverse Merger, or as soon as practicable there after, the surviving corporation would: (i) change its state of domicile from the Florida to Delaware (the "Reincorporation"), and (ii) change its name to "Corporate Innovations, Inc." (the "Name Change"), and

WHEREAS, the mechanics of completing the final steps of the Plan, (i.e., the Reincorporation and Name Change) entail: (i) the formation of CBRC, as a wholly owned subsidiary of BEN-TAM in Delaware, and (ii) the merger of BEN-TAM into CBRC in accordance with the terms of this Agreement of Merger.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which each party hereby acknowledges, BEN-TAM and CBRC, intending to be legally bound, 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), BEN-TAM shall be merged with and into CBRC. As a result of the

Merger, the separate existence of BEN-TAM shall cease and CBRC shall continue as the surviving corporation after 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, (i) articles of merger shall be executed and filed with the Secretary of State of Florida in accordance with the Florida Business Corporations Act (the "FBCA"), and (ii) a certificate of merger shall be executed and filed with the Secretary of State of Delaware in accordance with the Delaware General Corporation Law (the "DGCL"). The merger of BEN-TAM with and into CBRC (and the resulting Reincorporation and Name Change) shall become effective upon the latest to occur of such filings of the articles and certificate 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 BEN-TAM shall vest in CBRC as the surviving corporation, and all debts, liabilities and duties of BEN-TAM shall become the debts, liabilities and duties of CBRC as the surviving corporation.

1.5 SURVIVING CORPORATION'S CERTIFICATE OF INCORPORATION AND BYLAWS; DIRECTORS AND OFFICERS. At the Effective Time of the Merger (i) the certificate of incorporation and bylaws of CBRC, as in effect immediately prior to the Effective Time of the Merger, shall be the Certificate of Incorporation and Bylaws of the surviving corporation, until thereafter amended as provided by applicable law, and (ii) the officers and directors of BEN-TAM immediately prior to the Effective Time of the Merger shall be the officers and directors of the surviving corporation.

1.6 CHANGE OF SURVIVING CORPORATION'S NAME. At the Effective Time of the Merger, the surviving corporation will change its name to:

"CORPORATE INNOVATIONS, INC."

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 the constituent corporations, or the holders of securities of any of the foregoing, each share of BEN-TAM 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 CBRC Common Stock. Until surrendered for exchange, each certificate representing shares of BEN-TAM 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 CBRC Common Stock.

2.2 CANCELLATION OF STOCK. At the Effective Time of the Merger, each of the One Hundred (100) shares of CBRC 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 BEN-TAM Common Stock which have been converted into the right to receive shares of CBRC Common Stock 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

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 CBRC 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 IV

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 CBRC and BEN-TAM (to the extent such approval is required) by:

- (i) the mutual written consent of BEN-TAM and CBRC; 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 CBRC 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 CBRC 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 CBRC 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 V

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).

TOTAL P.12

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IN WITNESS WHEREOF, BEN-TAM and CBRC have caused this Agreement to be executed and delivered by their respective officers thereunto duly authorized, all as of the date first written above.

BEN-TAM, INC.



By:

Kenneth Alfred John Major,
Its President

COINS-BENTAM REINCORPORATION
COMPANY



By:

Kenneth Alfred John Major,
Its President and CEO

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