

# V53290

Requester's Name  
 ORIGIN ID: YBZA (416) 365-0155  
 STEVENS  
 MESSENGERS INTERNATIONAL  
 366 BAY ST/CONCOURSE LVL  
 TORONTO, ON M5H 4B2

City/State/Zip      Phone #

Office Use Only

### CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

1. \_\_\_\_\_ (Corporation Name) (Document #)
2. \_\_\_\_\_ (Corporation Name) (Document #)
3. \_\_\_\_\_ (Corporation Name) (Document #)
4. \_\_\_\_\_ (Corporation Name) (Document #)

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 -05/24/02--01036--009  
 \*\*\*\*\*78.75 \*\*\*\*\*78.75

- Walk in       Pick up time \_\_\_\_\_       Certified Copy  
 Mail out       Will wait       Photocopy       Certificate of Status

#### NEW FILINGS

- Profit  
 Not for Profit  
 Limited Liability  
 Domestication  
 Other

#### AMENDMENTS

- Amendment  
 Resignation of R.A., Officer/Director  
 Change of Registered Agent  
 Dissolution/Withdrawal  
 Merger

#### OTHER FILINGS

- Annual Report  
 Fictitious Name

#### REGISTRATION/QUALIFICATION

- Foreign  
 Limited Partnership  
 Reinstatement  
 Trademark  
 Other

02 MAY 24, AM 9: 03  
 FILED  
 SECRETARY OF STATE  
 TALLAHASSEE, FLORIDA

*merger*      *10*  
 Examiner's Initials *5/30/02*

ARTICLES OF MERGER  
Merger Sheet

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MERGING:

**BANKENGINE TECHNOLOGIES, INC.**, a Florida corporation (Document #V53290)

INTO

**BANKENGINE TECHNOLOGIES, INC.**, a Delaware entity not qualified in Florida

File date: May 24, 2002

Corporate Specialist: Irene Albritton

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

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

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

<u>Name</u>	<u>Jurisdiction</u>
<u>BANKENGINE TECHNOLOGIES, INC.</u>	<u>DELAWARE</u>

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

<u>Name</u>	<u>Jurisdiction</u>
<u>BANKENGINE TECHNOLOGIES, INC.</u>	<u>FLORIDA</u>

FILED  
02 MAY 24 AM 9:03  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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

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

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

**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 2nd of April, 2002

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)**

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on May 1<sup>st</sup> 2002

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)*

**Seventh: SIGNATURES FOR EACH CORPORATION**

Name of Corporation

Signature

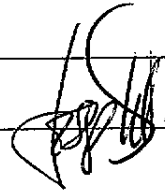
Typed or Printed Name of Individual & Title

Bradenbine Technologies, Inc.  
A FLORIDA CORPORATION



Chairman, CEO, PRESIDENT

Bradenbine Technologies, Inc.  
A DELAWARE CORPORATION



Chairman, CEO, PRESIDENT

## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Merger Agreement") is made and entered into on April 1, 2002, pursuant to Section 607.1107 of the Florida Business Corporation Act (the "FBCA") and Section 252 of the General Corporation Law of the State of Delaware (the "DGCL") by and between BankEngine Technologies, Inc., a Florida corporation (the "Florida Corporation"), and, BankEngine Technologies, Inc., a Delaware corporation (the "Delaware Corporation"), being sometimes referred to herein individually as a "Constituent Corporation" and collectively as the "Constituent Corporations."

### WITNESSETH:

WHEREAS, the Florida Corporation is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida with an authorized capital stock consisting of 50,000,000 shares of common stock, \$.001 par value per share (the "Common Shares"), 18,915,893 of which are issued and outstanding on the date hereof;

WHEREAS, there are issued and outstanding no options to purchase Common Shares (the "Florida Options") and warrants to purchase 10,000,000 Common Shares at \$0.30 per such share (the "Florida Warrants");

WHEREAS, the Delaware Corporation is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware with an authorized capital stock consisting of 50,000,000 shares of common stock, \$.001 par value per share (the "Common Stock"), one share of which is issued and outstanding on the date hereof and held by Joseph Alves, the President of the Delaware Corporation, and 2,000,000 shares of preferred stock, \$.001 par value per share (the "Preferred Stock"), none of which is issued and outstanding;

WHEREAS, the Delaware Corporation has no options (the "Delaware Options") or warrants (the "Delaware Warrants") issued and outstanding;

WHEREAS, the respective Boards of Directors of the Constituent Corporations have authorized and approved the merger of the Florida Corporation with and into the Delaware Corporation subject to and upon the terms and conditions of this Merger Agreement (the "Merger") and Section 607.1107 of the FBCA and Section 252 of the DGCL, and have approved this Merger Agreement and directed that it be executed by the undersigned officers and that it be submitted to the shareholders of each of the Constituent Corporations for their approval; and

WHEREAS, it is the intention of the Constituent Corporations that the Merger shall be a tax-free reorganization within the meaning of Section 368 (a)(1)(F) of the Internal Revenue Code of 1986, as amended (the "Code").

NOW, THEREFORE in consideration of the premises, which are hereby incorporated into the terms hereof, and the mutual covenants and agreements herein contained, and for the purpose of stating the terms and conditions of the merger, the mode of effectuating the same, and other details and provisions that are deemed desirable, the parties have agreed and do hereby agree, subject to the terms and conditions set forth as follows:

### ARTICLE I TERMS OF MERGER

1.1 MERGER. On the Effective Date of the Merger (as hereinafter defined), in accordance with the provisions of the FBCA and the DGCL, the Florida Corporation shall be merged with and into the Delaware Corporation (at times referred to herein as the "Surviving Corporation") upon the terms and conditions set forth in the subsequent provisions of this Merger Agreement.

1.2 APPROVAL OF SHAREHOLDERS. This Merger Agreement shall be submitted as promptly as practicable to the respective shareholders of the Florida Corporation and the Delaware Corporation as provided by the FBCA and the DGCL. After adoption and approval of this Merger Agreement and all the transactions and developments contemplated hereby by the respective shareholders of the Florida Corporation and the Delaware

Corporation, and provided this Merger Agreement is not terminated and abandoned pursuant to the provisions hereof, Articles of Merger shall be filed in accordance with the applicable provisions of the FBCA and a Certificate of Merger shall be filed in accordance with the applicable provisions of the DGCL.

**1.3 FILINGS AND EFFECTIVENESS.** As soon as practicable following the date of execution hereof, the Florida Corporation and the Delaware Corporation will, subject to the approval by the shareholders of each of the Constituent Corporations, cause (i) the Articles of Merger along with any other required document to be filed with the Secretary of State of the State of Florida pursuant to Sections 607.1105 and 607.1107 of the FBCA, and (ii) the Certificate of Merger along with any other required document to be filed with the Office of the Secretary of the State of Delaware pursuant to Section 252 of the DGCL. The Merger shall become effective upon the occurrence of each of the following actions:

(a) All of the conditions precedent to the consummation of the Merger specified in this Merger Agreement shall have been satisfied or duly waived;

(b) An executed Articles of Merger meeting the requirements of the FBCA shall have been filed with the Secretary of State of the State of Florida and said Secretary of State shall have accepted such Articles of Merger, and the surviving corporation shall have performed all other requirements of Sections 607.1107 and 607.1107 of the FBCA; and

(c) An executed Certificate of Merger meeting the requirements of the DGCL shall have been accepted by the Secretary of the State of Delaware and said Secretary of State shall have issued a Certificate of Merger.

The date and time when the Merger shall become effective, as aforesaid, is herein called the "Effective Date" and "Effective Time," respectively.

#### **1.4 EFFECT OF MERGER - SECURITIES.**

As of the Effective Time, by virtue of the Merger and without any action on the part of the holder of any shares of Common Shares or holders of Florida Warrants:

(a) Conversion of Common Shares. The presently issued and outstanding Common Shares shall be converted on a one-for-one basis into shares of Common Stock.

(b) Conversion of Florida Warrants. The number of shares underlying the Florida Warrants as well as the exercise price, date of grant, vesting, exercisability and expiration date thereof are set forth in the respective warrant agreement applicable thereto. All rights under the Florida Warrants shall be treated as provided herein, and to the extent the terms of any such warrant agreement is inconsistent with the treatment to be accorded to the Florida Warrants as provided herein, then the Florida Corporation shall cause the such warrant agreements to be amended, and all required third party, governmental and regulatory body consents or approvals to such amendments to be procured, such that all such inconsistencies shall be eliminated by the Effective Time.

At the Effective Time, notwithstanding any contrary provision of the warrant agreements, the Florida Warrants shall, at and after the Effective Time, evidence warrants (the "Delaware Warrants") to purchase a like number of shares of Common Stock on the same terms and conditions as stated in the respective warrant agreement.

#### **1.5 EFFECT OF MERGER - GENERAL**

At and after the Effective Time, the Merger shall be effective as provided in the applicable provisions of the DGCL and the FBCA. The corporate existence of the Delaware Corporation, as the Surviving Corporation, with all of its purposes and powers, shall continue unaffected and unimpaired by the Merger, and, as the Surviving Corporation, it shall be governed by the DGCL and succeed to all rights, assets, liabilities and obligations of the Florida Corporation in accordance with the DGCL. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, except as otherwise provided herein, all the property, rights, privileges, powers and franchises of the Delaware Corporation and the Florida Corporation shall vest in the Surviving Corporation, and all debts, liabilities and duties of the Delaware Corporation and the Florida Corporation shall become the debts,

liabilities and duties of the Surviving Corporation. The separate existence and corporate organization of the Florida Corporation shall cease at the Effective Time, with the Delaware Corporation continuing as the Surviving Corporation of the Merger.

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

1.7 BY-LAWS OF SURVIVING CORPORATION. The By-Laws of the Delaware Corporation as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the By-Laws of the Surviving Corporation until altered, amended or repealed as provided in the By-Laws or as provided by applicable law.

1.8 DIRECTORS OF SURVIVING CORPORATION. The directors of the Florida Corporation as of the Effective Date of the Merger shall be and become the directors of the Surviving Corporation.

1.9 OFFICERS OF SURVIVING COMPANY. The officers of the Florida Corporation as of the Effective Date of the Merger shall be and become the officers of the Surviving Corporation.

## **ARTICLE II CONDITIONS TO MERGER**

The obligations of the Constituent Corporations to consummate the Merger are subject to satisfaction of the following conditions:

2.1 AUTHORIZATION. The holders of at least a majority of the outstanding Common Shares shall have approved this Merger Agreement and the Merger. All necessary action shall have been taken to authorize the execution, delivery and performance of this Merger Agreement by each of the Constituent Corporations.

## **ARTICLE III GENERAL PROVISIONS**

3.1 BINDING AGREEMENT. This Merger Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns; provided, however, that this Merger Agreement may not be assigned by any party without the written consent of the other party.

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

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

deeds or other instruments.

3.4 ABANDONMENT. At any time before the Effective Date of the Merger, this Merger Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the Board of Directors of either the Florida Corporation or the Delaware Corporation, or by both, by the adoption of appropriate resolutions and written notification thereof to the other party to the Merger, notwithstanding the approval of this Merger Agreement by the shareholders of the Florida Corporation or the Delaware Corporation, or by both. In the event of the termination of this Merger Agreement and the abandonment of the Merger pursuant to the provisions of this section, this Merger Agreement shall become void and have no effect, without any liability on the part of either of the Constituent Corporations or their respective officers, directors or shareholders in respect thereof.

3.5 GOVERNING LAW. This Merger Agreement shall be construed, interpreted and enforced in accordance with and governed by the laws of the State of Delaware and, so far as applicable, the merger provisions of the FBCA.

*[Signatures on following page]*



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IN WITNESS WHEREOF, each of the undersigned corporations has caused this Merger Agreement to be signed in its corporate name by its duly authorized officer as of the date first written above.

**BANKENGINE TECHNOLOGIES, INC.**  
a Florida corporation

By: /s/ Joseph J. Alves  
Joseph Alves,  
President

**BANKENGINE TECHNOLOGIES, INC.**  
a Delaware corporation

By: s/ Joseph J. Alves  
Joseph Alves,  
President