

N06000012219

(Requestor's Name)

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(City/State/Zip/Phone #)

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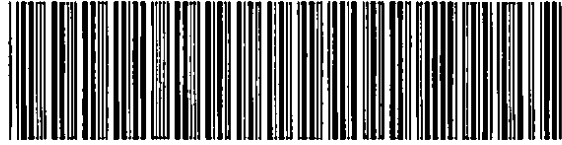
(Business Entity Name)

(Document Number)

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## COVER LETTER

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** Christian Oriented Evangelistic Healthcare Ministry, Inc  
Name of Surviving Corporation

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

Please return all correspondence concerning this matter to following:

Jeffrey Rivera

Contact Person

Christian Oriented Evangelistic Healthcare Ministry, Inc

Firm/Company

4731 Preserve Blvd

Address

St. Cloud, FL 34772

City/State and Zip Code

jeffrivera@Riverajeff.com

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

For further information concerning this matter, please call:

Jeffrey Rivera

Name of Contact Person

At ( 321 ) 624-9949

Area Code & Daytime Telephone Number

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

**STREET ADDRESS:**

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

**MAILING ADDRESS:**

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

# ARTICLES OF MERGER

(Not for Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Not For Profit Corporation Act, pursuant to section 617.1105, Florida Statutes.

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Christian Oriented Evangelistic Healthcare Ministry, Inc.	Florida	N06000012219

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Green Vistas Corporation	Florida	N16000012057

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**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 after merger file date).

**Note:** If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

**Fifth: ADOPTION OF MERGER BY SURVIVING CORPORATION**  
(COMPLETE ONLY ONE SECTION)

**SECTION I**

The plan of merger was adopted by the members of the surviving corporation on Aug 1<sup>st</sup>, 2017 *error*.  
The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows:  
3 FOR 0 AGAINST

**SECTION II**

(CHECK IF APPLICABLE) *error* The plan or merger was adopted by written consent of the members and executed in accordance with section 617.0701, Florida Statutes.

**SECTION III**

There are no members or members entitled to vote on the plan of merger.  
The plan of merger was adopted by the board of directors on Aug 1<sup>st</sup>, 2017. The number of directors in office was 3. The vote for the plan was as follows: 3 FOR 0 AGAINST

**Sixth: ADOPTION OF MERGER BY MERGING CORPORATION(S)**  
(COMPLETE ONLY ONE SECTION)

**SECTION I**

The plan of merger was adopted by the members of the merging corporation(s) on \_\_\_\_\_.  
The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows: \_\_\_\_\_ FOR \_\_\_\_\_ AGAINST

**SECTION II**

(CHECK IF APPLICABLE) The plan or merger was adopted by written consent of the members and executed in accordance with section 617.0701, Florida Statutes.

**SECTION III**

There are no members or members entitled to vote on the plan of merger.  
The plan of merger was adopted by the board of directors on Aug 1<sup>st</sup>, 2017. The number of directors in office was 4. The vote for the plan was as follows: 4 FOR 0 AGAINST

## 1

Typed or Printed Name of Individual & Title

**Jeffrey Rivera** CEO/ President/ Founder

**Connie Simon President**

## PLAN OF MERGER

The following plan of merger is submitted in compliance with section 617.1101, Florida Statutes and in accordance with the laws of any other applicable jurisdiction of incorporation.

The name and jurisdiction of the surviving corporation:

Name

Jurisdiction

Christian Oriented Evangelistic  
Health care Ministry, Inc.

Florida

The name and jurisdiction of each merging corporation:

Name

Jurisdiction

Green Vistas Corporation

Florida

The terms and conditions of the merger are as follows:

See attached Merger agreement

A statement of any changes in the articles of incorporation of the surviving corporation to be effected by the merger is as follows:

See attachment "Merger agreement"

"no change"

Other provisions relating to the merger are as follows: See attachment

## **Merger Agreement**

THIS MERGER AGREEMENT ("Agreement") is made on August 01, 2017 by and between Green Vistas Corporation, 3165 HANGING MOSS CIRCLE, KISSIMMEE, Florida 34741, (the "Green Vistas"), and Christian Oriented Evangelistic Healthcare Ministry, Inc of 4731 Preserve Blvd, St Cloud, Florida 34772, (the "Christian Oriented").

On completion of the merger, Green Vistas will be dissolved leaving Christian Oriented as the surviving business which will be known as Christian Oriented Evangelistic Healthcare Ministry, Inc after the merger is complete. The surviving business will be registered in the state of Florida. The name Green Vistas will be retain as a D.B.A under one of the divisions under Christian Oriented.

### **RECITALS**

#### **Green Vistas Dissolving Entity**

Green Vistas is a Not-for-profit Corporation duly organized, validly existing, and in good standing under the laws of Florida.

#### **Christian Oriented Surviving Entity**

Christian Oriented is a Not-for-Profit Corporation duly organized, validly existing, and in good standing under the laws of Florida.

#### **Christian Oriented Evangelistic Healthcare Ministry, Inc Final Entity**

Christian Oriented Evangelistic Healthcare Ministry, Inc is to be the surviving business entity, as that term is defined in the state statute, to the merger described in this agreement.

### **MERGER**

#### **Surviving Business Entity**

Subject to the terms and conditions of this Agreement, on the Effective Date mentioned above, Green Vistas shall be merged with and into surviving entity under the laws of the state of Florida. As a result of the Merger, the separate corporate existence of Green Vistas shall cease and the entity shall continue as the surviving business entity Christian Oriented Evangelistic Healthcare Ministry, Inc

#### **Certificate of Merger**

Christian Oriented shall file a certificate of merger with the Secretary of State, as required by the laws of the state of Florida. The certificate shall be signed and acknowledged by the required number of partners or members of all constituent entities. Certified copies of the certificate of merger shall be filed in the office of the recorder in all counties in which Green Vistas holds real property.

#### **Effective Date of Merger**

The merger shall be effective on the date of filing of the certificate of merger.

## **TERMS AND CONDITIONS**

### **Negative Covenants**

Between the date of this Agreement and the date on which the merger becomes effective, each constituent entity will not:

- Except in the ordinary course of business and for adequate value, dispose of any of its assets.
- Enter into any contract or agreement obligating it for a period in excess of 3month period except in the ordinary course of business.
- Make any distributions to its shareholders.

### **Further Assignments or Assurances**

If at any time Christian Oriented considers or is advised that any further assignments or assurances in law are necessary to vest or to perfect or to confirm of record in Christian Oriented the title to any property or rights of disappearing entity, or otherwise carry out the provisions of this Agreement, the entities agree that the managers of Green Vistas, as of the effective date of the merger, will execute and deliver all proper deeds, assignments, confirmations, and assurances in law, and do all acts that the surviving entity reasonably determines to be proper to vest, perfect, and confirm title to such property or rights in Christian Oriented, and otherwise carry out the provisions of this Agreement.

## **VALUATION OF ASSETS**

### **Assets of Green Vistas**

The partners or managers of Green Vistas agree that:

The present value of its tangible and intangible assets, including goodwill is \$0.00;

The fair market value of its unrealized receivables is \$0.00;

The fair market value of its inventory is \$0.00; and

The estimated amount of its liabilities is \$0.00.

### **Assets of Christian Oriented**

The partners or managers of Christian Oriented agree that:

The present value of its tangible and intangible assets, including goodwill, is \$500.00;

The fair market value of its unrealized receivables is \$0.00;

The fair market value of its inventory is \$500.00; and

The estimated amount of its liabilities is \$0.00.

### **Conversion**

(a) At the effective date of the merger, each interest in Green Vistas will be converted into 100 interest[s] of Christian Oriented Evangelistic Healthcare Ministry, Inc.

(b) No fractional interests of Christian Oriented Evangelistic Healthcare Ministry, Inc after merger will be issued to the holders of interests of Green Vistas. However, holders who would otherwise be entitled to receive a fraction of an interest of Christian Oriented Evangelistic Healthcare Ministry, Inc on the basis of the conversion provided for in this article will instead receive a cash payment equal to the value of that fraction, based on the market value of an interest of Green Vistas as of the effective date of the merger.



(c) Each interest of Christian Oriented will be converted into 100 interest[s] of the new surviving entity (Christian Oriented Evangelistic Healthcare Ministry, Inc) after merger.  
(d) No fractional interests of Christian Oriented before merger will be issued to the holders of interests of the surviving entity after merger. However, holders who would otherwise be entitled to receive a fraction of an interest of Christian Oriented on the basis of the conversion provided for in this article will instead receive a cash payment equal to the value of that fraction, based on the market value of an interest of Christian Oriented as of the effective date of the merger.

#### **Exchange**

If any interest of Green Vistas being exchanged in connection with this merger is evidenced by a certificate, each holder of that interest must surrender the certificate or certificates, properly endorsed, to the surviving entity or its transfer agent, and will receive in exchange a certificate or certificates representing the number of interests of the surviving entity into which the interests of Green Vistas have been converted.

#### **MANAGEMENT OF SURVIVING ENTITY**

##### **Management and Control**

The partners or managers of surviving entity have the sole and exclusive control of the business, subject to any limitations in the articles and operating agreement of the surviving entity.

##### **Directors and Officers**

The initial Board of Directors of the Surviving Entity will consist of 5 Directors. Disappearing entity shall be entitled to nominate 2 members of the Board of Directors of the surviving entity.

#### **INTERPRETATION AND ENFORCEMENT**

##### **Notices**

Any notice, request, demand, or other communication required or permitted under this Agreement may be delivered in person, delivered by certified mail, return receipt requested, or delivered by facsimile transmission. Deliveries by certified mail or by facsimile transmission will be sent to the address of the respective party as first indicated above or as may be updated in the future in writing by either party.

##### **Counterpart Executions**

This agreement may be executed in any number of counterparts, each of which shall be deemed an original.

##### **Partial Invalidity**

If any term of this agreement is held by a court of competent jurisdiction to be void and unenforceable, the remainder of the contract terms shall remain in full force and effect.

##### **Applicable Law**

The validity, interpretation, and performance of this agreement shall be controlled by and construed under the laws of the State of Florida.

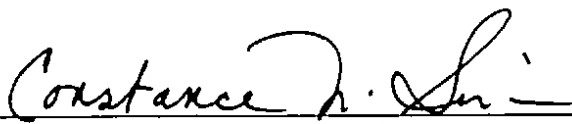
## Approvals

The office bearers and members of each constituent entity to this Merger Agreement have approved by the voting percentages required by the articles, operating agreement, and law the terms and conditions of this Agreement.

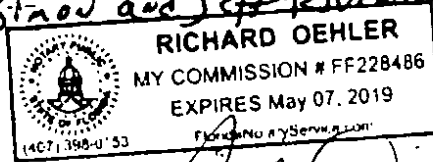
This Merger Agreement shall be signed by Constance M. Simon, President, on behalf of Green Vistas Corporation and by Jeffrey Rivera, CEO/President on behalf of Christian Oriented Evangelistic Healthcare Ministry, Inc.

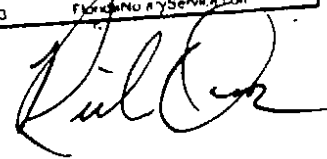
Appendix A  
Term Sheet Attached

Green Vistas Corporation:


  
By Constance M. Simon, President

*State of Florida, Osceola  
This foregoing instrument was acknowledged  
before me this 25th day of July 2017 by Constance  
Simon and Jeff Rivera ID Produced.*





Christian Oriented Evangelistic Healthcare Ministry, Inc:

  
By Jeffrey Rivera, CEO/President

## Term Sheet

Preamble: This term sheet sets forth the proposed terms and conditions for

1. The acquisition and merger of "Green Vistas Corporation", a Not-For-Profit Corporation, for the purpose to expand public projects to include but not limited too; Homes for Homeless Veterans.
2. The acquisition and merger of Green Vistas Corporation (a Not-For-Profit Corporation) with Christian Oriented Evangelistic Healthcare Ministry, Inc (a 501 C (3) Organization), to establish one entity.
3. Christian Oriented Evangelistic Healthcare Ministry, Inc will maintain its original BOD, but willing to add new members to the Board.
4. Green Vistas Corporation will have a name change. New name will include the original "Green Vistas" (word "Corporation" will be removed). We can agree to a vote if any other word will be added.
5. A new Board will be organized to represent and handle all Green Vistas matters. The new Board will include The CEO of Christian Oriented Evangelistic Healthcare Ministry, Inc as President of new board.
6. Green Vistas will provide Due Diligence and full disclosure to include but not limited to finances, debts, and grants. Green Vistas will be sole responsible for any current or potential lawsuits up-to the time of full merger.

**This term sheet is only for discussion purposes and is not intended to impose any legal obligation on any party.**

### 1. Purchase of Interests

Christian Oriented Evangelistic Healthcare Ministry, Inc hereinafter the Purchaser would acquire from Green Vistas Corporation hereinafter the Company, the following properties and assets:

1. Any current tangible or intangible property owned by Green Vistas Corporation.
2. Any containers owned by Green Vistas Corporation.
3. Any land owned by Green Vistas Corporation.

The properties and assets purchased would be hereinafter referred to as the Assigned Interests.

### 2. Purchase Price

In consideration for the transfer and sale by the Company of the Assigned Interests to Purchaser, Purchaser would pay **\$0.00** to the Company. The payment terms would be as follows:

1. no payment option or terms
2. Green Vistas will pay up-to **\$1000.00** to help cover cost of merger. Exact amount will be disclosed.

### 3. Representations and Warranties

(a) The Purchaser and Company will comply with applicable law in the performance of above transaction;

- (b) Company has good title and ownership over the Assigned Interests;
- (c) Company guarantees that the Assigned Interests is free from any obligation and defects.
- (d) There is no pending Proceeding that has been commenced against Company and the Purchaser that challenges, or may have the effect of preventing, delaying, making illegal or otherwise interfering with, any of the Contemplated Transactions.
- (e) The Purchaser or Company, under no circumstances shall make any public disclosure about the Transaction prior to the Closing. Any such disclosure at or after the Closing must be mutually agreeable to both parties; provided, however, that nothing in this provision will prevent the Company from fulfilling any legal disclosure obligations.
- (f) The Company agrees that from the date hereof until the Closing Date, the Company shall neither directly nor indirectly, through brokers, agents or otherwise, solicit or accept offers or conduct negotiations or enter into contracts with respect to the Assigned Interests or a Replacement Transaction. Should the Company receive an unsolicited offer relating to the Assigned Interests, it will promptly refuse such offer.

#### 4. Closing Date

The necessary steps to reach a closing (the "Closing") would be completed by June 30, 2017 (the "Closing Date"). Closing Date may be subjected to extension or postponement by mutual agreement of the parties.

This Term Sheet will expire on June 16, 2017.

#### 5. Deliveries at Closing

1. Green Vistas Corporation will provide all corporate documents, financial statement, debt statements, or governmental documents.
2. Green Vistas will provide any contracts established by Green Vistas Corporation.
3. Christian Oriented Evangelistic Healthcare Ministry, Inc. will furnish any and all documents to show validity of 501 C 3 Organization in active status.

#### 6. Governing Law

This term sheet shall be governed by and construed in accordance with the laws of the state of Florida.

#### 7. Accounting Matters

Company's Accountant will prepare financial statements in accordance with GAAP. The financial statements of the company will be audited prior to closing.

#### 8. Confidentiality

The terms and conditions of this Term Sheet shall be held confidential by the parties.

Signature does not constitute an agreement of contract or any binding legal merger at this time. This is for the sole purpose to begin to formulate the merger only.

  
J. Rivera CEO  
Christian Oriented Evangelistic  
Healthcare Ministry, Inc

  
Constance M. Simon  
Representative for Green Vistas  
Authorized to Sign