

P140000047789

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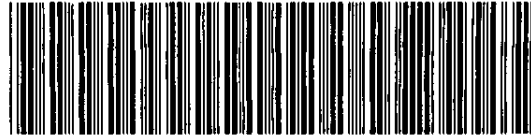
(Business Entity Name)

(Document Number)

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FILED
15 JUN 17 10 3:16
FALLS CHURCH, VA

Morgan
JUN 29 2015
R. WHITE

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Green Tree International, 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:

Grant Mathey

Contact Person

Mick & Associates, P.C., LLO

Firm/Company

11422 Miracle Hills Drive, Suite 401

Address

Omaha, NE 68154

City/State and Zip Code

grant@mickandassociates.com

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

For further information concerning this matter, please call:

Grant Mathey

Name of Contact Person

At (⁴⁰²) 504-1710 ext. 113

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
(Profit Corporations)

FILED
15 JUN 17 PM 3:18
TALLAHASSEE, FLORIDA

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

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Green Tree International, Inc.	Colorado	

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Green Tree International, Inc.	Colorado	
Amercanex Corporation	Florida	P14000047789

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 STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on _____.

The Plan of Merger was adopted by the board of directors of the surviving corporation on
06/10/2015 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 06/10/2015.

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 of an Officer or Director _____


Typed or Printed Name of Individual & Title

Green Tree International, Inc.

Steve Lay

Steve Janjic, CEO & Director

Green Tree International, Inc.



Adam Martin, COO & Director

Amercanex Corporation

[Signature]

Steve Janjic, CEO & Director

Amercanex Corporation

Adam Martin, COO & Director

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

Figure 1

Age Group	No answer	No	Yes	Probably yes	Probably no
18-24	10	10	50	20	10
25-34	10	10	50	20	10
35-44	10	10	50	20	10
45-54	10	10	50	20	10
55-64	10	10	50	20	10
65-74	10	10	50	20	10
75-84	10	10	50	20	10
85+	10	10	50	20	10

100

[illegible]

Age Group	Percentage
18-24	10%
25-34	20%
35-44	25%
45-54	20%
55-64	15%
65-74	10%
75-84	5%
85+	5%

[illegible]

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

[illegible]

AGREEMENT AND PLAN OF MERGER

This **AGREEMENT AND PLAN OF MERGER** (the "*Agreement*") is dated as of June 10, 2015 (the "*Effective Date*"), and is between Amercanex Corporation, a Florida corporation, having principal place of business address at 12182 Colony Preserve Drive, Boynton Beach, FL PB 33436 (the "*Parent*"), and Green Tree International, Inc., a Colorado corporation and a wholly-owned subsidiary of the Parent, having an address of 600 17th St., Denver, CO 80202 (the "*Subsidiary*"),

RECITALS:

WHEREAS the board of directors of the Parent has unanimously determined that this Agreement and the transactions contemplated hereby, including the Merger (as defined below), are advisable and fair to, and in the best interests of, the Parent and its shareholders;

WHEREAS the board of directors of the Parent has unanimously adopted resolutions approving the execution of this Agreement and the consummation of the transactions contemplated hereby;

WHEREAS a majority of shareholders of Parent have approved the execution of this Agreement and the consummation of the transactions contemplated hereby without a shareholder meeting, in accordance with §607.0704 of the Florida Business Corporations Act (the "*Florida Act*");

WHEREAS the board of directors of the Subsidiary has approved and declared advisable and in the best interests of Subsidiary, respectively, this Agreement and the transactions contemplated hereby, including the Merger;

NOW THEREFORE, in consideration of the premises, the mutual covenants herein contained and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that Parent shall be merged with and into Subsidiary (the "*Merger*") upon the terms and conditions set forth below.

ARTICLE 1 PRINCIPAL TERMS OF THE MERGER

1.1. Merger. On the Effective Date (as defined in Section 4.1 below), Parent shall be merged with and into Subsidiary and the separate existence of Parent shall cease. Subsidiary shall be the surviving corporation (sometimes hereinafter referred to as the "*Surviving Corporation*") in the Merger and shall continue to operate under the name "Green Tree International, Inc." by virtue of, and shall be governed by, the laws of Colorado. The address of the registered office of the Surviving Corporation in Colorado will continue to be 9801 East 1st Ave. Apt A307, Aurora, CO 80010 and the registered agent in charge thereof shall be Robert Ruiz.

1.2. Certificate of Incorporation of the Surviving Corporation. The certificate of incorporation of the Surviving Corporation shall be the certificate of incorporation of Subsidiary

as in effect on the date hereof without change unless and until amended in accordance with applicable law.

1.3. Bylaws of the Surviving Corporation. The bylaws of the Surviving Corporation shall be the bylaws of Subsidiary as in effect on the date hereof without change unless and until amended or repealed in accordance with applicable law.

1.4. Directors and Officers. At the Effective Date of the Merger, the directors and officers of Parent in office at the Effective Date of the Merger shall become the directors and officers, respectively, of the Surviving Corporation, each of such directors and officers to hold office, subject to the applicable provisions of the certificate of incorporation and bylaws of the Surviving Corporation and the Colorado Corporations and Associations Act (the "*Colorado Act*"), until his or her successor is duly elected or appointed and qualified. The Surviving Corporation will have a board of directors identical to that of the Parent, with the Surviving Corporation's current board members comprised Steve Janjic and Adam Martin.

ARTICLE 2 CONVERSION, CERTIFICATES AND PLANS

2.1 Conversion of Shares. At the Effective Date of the Merger, the following transaction shall be deemed to occur simultaneously:

(a) *Common Stock.* Each share of Parent's common stock, no par value (the "*Parent Stock*"), issued and outstanding immediately before the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted, on a one-for-one basis, into and become validly issued, fully paid and nonassessable shares of the Surviving Company's common stock, no par value (the "*Surviving Corporation Stock*"), and each unissued share of Parent Stock held in Parent's treasury shall be canceled without any consideration being issued or paid therefor.

2.2 Stock Certificates. After the Effective Date, each certificate theretofore representing issued and outstanding shares of Parent Stock will thereafter be deemed to represent the same number of shares of the Surviving Corporation Stock. The holders of outstanding certificates theretofore representing Parent Stock will not be required to surrender such certificate to Parent or the Surviving Corporation, but will be issued new certificates representing the number of shares of Surviving Corporation Stock held after the Effective Date.

2.3 Reorganization. For United States federal income tax purposes, the Merger is intended to constitute a tax-free reorganization within the meaning of section 368(a) of the Internal Revenue Code of 1986, as amended. The parties to this Agreement hereby adopt this Agreement as a "plan of reorganization" within the meaning of sections 1.368-2(g) and 1.368-3(a) of the United States Treasury Regulations.

ARTICLE 3 TRANSFER AND CONVEYANCE OF ASSETS AND ASSUMPTION OF LIABILITIES

3.1 Effects of the Merger. At the Effective Date, the Merger shall have the effects specified in the Colorado Act, the Florida Act, and this Agreement. Without limiting the generality of the foregoing, and subject thereto, at the Effective Date the Surviving Corporation shall possess all the rights, privileges, powers, and franchises, of a public as well as a private nature, and shall be subject to all the restrictions, disabilities, and duties of each of the parties to this Agreement; the rights, privileges, powers, and franchises of Parent and Subsidiary, and all property, real, personal, and mixed, and all debts due to each of them on whatever account, shall be vested in the Surviving Corporation; and all property, rights, privileges, powers, and franchises, and all and every other interest shall be thereafter the property of the Surviving Corporation, as they were of the respective constituent entities, and the title to any real estate, whether by deed or otherwise vested in Parent and Subsidiary or either of them, shall not revert or be in any way impaired by reason of the Merger; but all rights of creditors and all liens upon any property of the parties hereto shall be preserved unimpaired, and all debts, liabilities and duties of the respective constituent entities shall subsequently attach to the Surviving Corporation and may be enforced against it to the same extent as if such debts, liabilities, and duties had been incurred or contracted by it.

3.2 Additional Actions. If, at any time after the Effective Date of the Merger, the Surviving Corporation shall consider or be advised that any further assignments or assurances in law or any other acts are necessary or desirable (a) to vest, perfect, or confirm, of record or otherwise, in the Surviving Corporation, title to and possession of any property or right of Parent acquired or to be acquired by reason of, or as a result of, the Merger, or (b) otherwise to carry out the purposes of this Agreement, the Surviving Corporation may execute and deliver all such proper deeds, assignments, and assurances in law and to do all acts necessary or proper to vest, perfect or confirm title to and possession of such property or rights in the Surviving Corporation and otherwise to carry out the purposes of this Agreement.

ARTICLE 4

APPROVAL BY STOCKHOLDERS; AMENDMENT; EFFECTIVE DATE

4.1 Approval. This Agreement and the Merger contemplated hereby are subject to approval by the requisite vote, or a written consent in lieu of vote, of the Parent's stockholders in accordance with the Florida Act and compliance with the requirements of law, including the securities laws of the United States. As promptly as practicable after the later of (a) approval of this Agreement by the Parent's stockholders in accordance with applicable law, duly authorized officers of the respective parties shall make and execute a Statement of Merger and shall cause such documents to be filed with the Secretary of State of Florida and the Secretary of State of Colorado, respectively, in accordance with the laws of Florida and Colorado and any applicable U.S. federal securities laws. The effective date of the Merger (the "*Effective Date*") shall be the date and time on and at which the Merger becomes effective under the laws of Florida or the date and time on and at which the Merger becomes effective under the laws of Colorado, whichever occurs later. The execution and delivery hereof by the Parent shall constitute the approval and adoption of, and consent to, this Agreement and the transactions contemplated thereby in Parent's capacity as the sole stockholder of the Subsidiary.

4.2 Amendments. The board of directors of Parent may amend this Agreement at any time before the Effective Date, provided, however, that an amendment made subsequent to the approval

of the Merger by the stockholders of Parent shall not (a) alter or change the amount or kind of shares to be received in exchange for or on conversion of all or any of the shares of Parent Stock, (b) alter or change any term of the certificate of incorporation of Parent, except to cure any ambiguity, defect, or inconsistency, or (c) alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the holders of Parent Stock.

ARTICLE 5 MISCELLANEOUS

5.1 Termination. This Agreement may be terminated and the Merger abandoned at any time before the filing of this Agreement with the Secretary of State of Florida and the Secretary of State of Colorado, whether before or after stockholder approval of this Agreement, by the consent of the boards of directors of Parent and Subsidiary.

5.2 Captions and Section Headings. As used herein, captions and section headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

5.3 Entire Agreement. This Agreement and the other documents delivered pursuant hereto and thereto, or incorporated by reference herein, contain the entire agreement between the parties hereto concerning the transactions contemplated herein and supersede all prior agreements or understandings between the parties hereto relating to the subject matter hereof.

5.4 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be considered to be an original instrument.

5.5 Severability. If any one or more of the provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions of this Agreement shall not be affected thereby. To the extent permitted by applicable law, each party waives any provision of law which renders any provision of this Agreement invalid, illegal, or unenforceable in any respect.

5.6 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

5.7 No Third Party Beneficiaries. This Agreement is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

5.8 Governing Law. This Agreement shall be construed in accordance with the laws of Colorado, except to the extent the laws of Florida shall apply to the Merger where mandated by the Florida Act.

[Signature page follows]

IN WITNESS WHEREOF, Parent and Subsidiary have duly executed this Agreement as of the date first written above.

PARENT:

Amercanex Corporation, a Florida corporation

Steve Janjic 6/10/15
By: Steve Janjic, CEO Date

SUBSIDIARY:

Green Tree International, Inc., a Colorado corporation

Steve Janjic 6/10/15
By: Steve Janjic, CEO Date