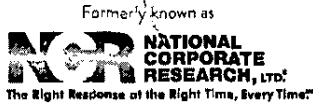




COGENCYGLOBAL



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866.625.0838
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Account#: I20000000088

Date: June 08, 2017

Name: Michelle Walker

Reference #: T010358

Entity Name: DADE PAPER & BAG, LLC

Articles of Incorporation/Authorization to Transact Business

Amendment

Change of Agent

Reinstatement

Conversion

Merger

Dissolution/Withdrawal

Fictitious Name

Other CERTIFIED COPY UPON FILING

** Please file 1st !*

Please include a copy of cover letter with returned evidence. Thanks!

Authorized Amount: _____

Please note: If authorized amount is incorrect, please call Michelle at 518-213-0737.

Signature: Michelle Walker

ARTICLES OF MERGER

OF

JACKSON MERGER SUB 2, LLC
a Florida limited liability company

WITH AND INTO

DADE PAPER & BAG, LLC
a Florida limited liability company

June 9, 2017

FILED
17 JUN -9 AM 9:00
DEPARTMENT OF STATE
HALLWAY STREET
TALLAHASSEE FLORIDA

The following articles of merger (the "Articles of Merger") of Jackson Merger Sub 2, LLC, a Florida limited liability company and Dade Paper & Bag, LLC, a Florida limited liability company have been duly adopted and submitted in accordance with Section 605.1025, Florida Statutes.

FIRST: THE MERGING COMPANY

The exact name, form/entity type, and jurisdiction for the **merging party** (the "Merging Company") is as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Jackson Merger Sub 2, LLC	Florida	Limited Liability Company L17000116411 5/25/17

SECOND: THE SURVIVING COMPANY

The exact name, form/entity type, and jurisdiction of the **surviving party** (the "Surviving Company") is as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Dade Paper & Bag, LLC	Florida	Limited Liability Company L17000123093?

THIRD: The Plan of Merger by and between the Merging Company and the Surviving Company attached hereto as Exhibit A meets the requirements of Section 605.1022 of the Act and was approved by each domestic merging entity that is a limited liability company in accordance with Sections 605.1021-605.1026 of the Act; and by each member of such limited liability company who as a result of the merger will have interest holder liability under Section 605.1023(1)(b) of the Act.

FOURTH: The Surviving Company existed before the merger and is a domestic filing entity and there is no amendment to its public organic record.

FIFTH: The Surviving Company agrees to pay any members with appraisal rights the amount to which members are entitled under Sections 605.1006 and 605.1061-605.1072 of the Act.

SIXTH: The merger of the Merging Company and the Surviving Company is to become effective at the time (and on the date) these Articles of Merger are filed with the Department of State of the State of

Florida (the "**Effective Time**"). At the Effective Time of the merger, the Merging Company shall be merged with and into the Surviving Company, with the Surviving Company surviving.

[Signature page follows]

IN WITNESS WHEREOF, duly authorized persons of each party hereto have executed and delivered these Articles of Merger as of date first written above.

SURVIVING COMPANY:

Dade Paper & Bag, LLC
a Florida limited liability company

By: Frank Sansone
Name: Frank Sansone
Title: Chief Operating Officer

MERGING COMPANY:

Jackson Merger Sub 2, LLC,
a Florida limited liability company

By: _____
Name:
Title:

MERGING COMPANY:

**Jackson Merger Sub 2, LLC,
a Florida limited liability company**

By: 
Name: Jason Tillis
Title: President

Exhibit A

Plan of Merger

[See attached]

PLAN OF MERGER

OF

JACKSON MERGER SUB 2, LLC
a Florida limited liability company

WITH AND INTO

DADE PAPER & BAG, LLC
a Florida limited liability company

June 9, 2017

The following plan of merger (the "**Plan of Merger**") has been adopted and approved on June 8, 2017 by the parties hereto in compliance with the Florida Revised Limited Liability Company Act (the "**Act**").

FIRST: The exact name and jurisdiction of the surviving company (the "**Surviving Company**") are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Dade Paper & Bag, LLC	Florida	Limited Liability Company

SECOND: The exact name and jurisdiction of the merging company (the "**Merging Company**") are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Jackson Merger Sub 2, LLC	Florida	Limited Liability Company

THIRD: THE MERGER

1. **Merger.** The merger of the Merging Company with and into the Surviving Company (the "**Merger**") shall become effective at the time (and on the date) the Articles of Merger are filed with the Department of State of the State of Florida in accordance with Act (the "**Effective Time**"). At the Effective Time, the Merging Company shall be merged with and into the Surviving Company, the separate limited liability company existence of the Merging Company shall cease, and the Surviving Company shall continue as the surviving Company under the laws of the State of Florida. From and after the Effective Time, the Merger shall have the effects set forth in the Act, including Section 605.1026 of the Act. Without limiting the generality of the foregoing, at the Effective Time, the title to all real estate and other property, or any interest therein, owned by the Surviving Company and the Merging Company shall vest in the Surviving Company without reversion or impairment, and the Surviving Company shall thenceforth be responsible for all the liabilities and obligations of the Surviving Company and the Merging Company.

2. **Articles of Organization.** At the Effective Time and without any further action on the part of the Surviving Company or the Merging Company, the articles of organization of the Surviving Company, as in effect immediately prior to the Effective Time, shall be the articles of organization of the Surviving Company as of the Effective Time.

3. Operating Agreement. At the Effective Time and without any further action on the part of the Surviving Company or the Merging Company, the operating agreement of the Surviving Company, as in effect immediately prior to the Effective Time, shall be the operating agreement of the Surviving Company as of the Effective Time.

4. Management. At the Effective Time, the Surviving Company shall be managed by its sole member in accordance with the terms of its operating agreement as in effect as of the Effective Time.

5. Officers. At the Effective Time, the officers of the Merging Company immediately prior to the Effective Time shall be the officers of the Surviving Company, and each of such officers shall hold office subject to the applicable provisions of the articles of organization and operating agreement of the Surviving Company.

6. Membership Interests. At the Effective Time, by virtue of the Merger and without any further action on the part of the Surviving Company or the Merging Company and in accordance with the terms and conditions of that certain Agreement and Plan of Merger, dated May 20, 2017, as amended by Amendment No. 1, by and among the Surviving Company and certain other parties signatory thereto, as amended (the "Merger Agreement", and capitalized terms used and not otherwise defined herein shall have the meanings assigned to such terms in the Merger Agreement),

(i) all membership interests of the Surviving Company in the treasury of the Surviving Company or held by the Merging Company or its sole shareholder immediately prior to the Effective Time shall cease to be outstanding and be canceled without payment of any consideration with respect thereto;

(ii) each percentage of the membership interests of the Surviving Company issued and outstanding immediately prior to the Effective Time (other than those cancelled pursuant to paragraph 6(i) above) and all rights in respect thereof shall forthwith cease to exist and be converted into and represent the right to receive a pro rata portion (equal to such percentage) of the Total Merger Consideration in accordance with the terms of the Merger Agreement, including but not limited to the right to receive in cash at Closing such pro rata portion of the Closing Merger Consideration and the right to receive any amounts payable pursuant to the Shareholder Note (collectively, including all cash amounts and all rights to receive consideration, the "Consideration");

(iii) each percentage of the membership interests of the Merging Company issued and outstanding immediately prior to the Effective Time shall be converted into an equal percentage of the membership interests of the Surviving Company; and

(iv) the membership interests of the Merging Company shall no longer be outstanding and shall automatically be cancelled and shall cease to exist, and the holder or holders of such shares shall cease to have any rights with respect thereto, except the right to receive the percentage of membership interests in the Surviving Company to be issued in consideration therefor as provided herein, without interest.

FOURTH: GOVERNING LAW

The Plan of Merger shall be construed in accordance with Florida law.