P09000044724

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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(Business Entity Name)

(Document Number)

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Merge

09/18/09--01004--016 **78.75

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2009 SEP 18 AM 9:20
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

AJR
9/22/09

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: DRI-MAXZ PACKAGING TECHNOLIGIES, 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:

DANIEL H. BLISS
Contact Person

BLISS MCGLYNN
Firm/Company

2075 W. BIG BEAVER - SUITE 600
Address

TROY, MICHIGAN 48084
City, State and Zip Code

dbliss@ipdirection.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

DANIEL H. BLISS At (248) 649-6090
Name of Contact Person 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

FILED
2009 SEP 18 AM 9:20
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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, Florida Statutes.

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

Name	Jurisdiction	Document Number (If known/ applicable)
DRI-MAXZ PACKAGING TECHNOLOGIES, INC.	FLORIDA	P09000044724

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

Name	Jurisdiction	Document Number (If known/ applicable)
DRI-MAXZ PACKAGING, INC.	DELAWARE	4521335

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 06 / 01 / 2009 (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.)

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 JUNE 1, 2009.

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 JUNE 1, 2009.

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
DRI-MAXZ PACKAGING TECHNOLOGIES, INC.		DANIEL H. BLISS, SECRETARY
DRI-MAXZ PACKAGING, INC.		Tom Galbierz, President

AGREEMENT

AND

PLAN OF MERGER

This Agreement and Plan of Merger ("Plan") is made on June 1, 2009, between DRI-MAXZ PACKAGING, INC., a Delaware Company ("MERGING COMPANY"), whose address is 1924 Chouteau Avenue, St. Louis, Missouri 63103, and DRI-MAXZ PACKAGING TECHNOLOGIES, INC., a Florida Company ("ACQUIRING COMPANY"), whose address is 2075 West Big Beaver, Suite 600, Troy, Michigan 48084 (collectively referred to as the "Constituent Companies").

RECITALS

A. ACQUIRING COMPANY is a Company organized and existing under the laws of the State of Florida.

B. ACQUIRING COMPANY has the following Shareholders:

Shareholder	Stock Percentage
Woodholdings Environmental, Inc. a Florida Company	100%

C. MERGING COMPANY is a Company organized and existing under the laws of the State of Delaware.

D. MERGING COMPANY has the following Shareholders:

Shareholder	Shares Owned	Percentage
Thomas Galbierz	1,494,000	29.88%
Duke Pfitzinger	1,494,000	29.88%
Woodholdings Environmental, Inc.	1,000,000	20.00%
William S. Pfitzinger	375,000	7.50%
Nancy Radetic	375,000	7.50%
Joseph Selsor	250,000	5.00%
Robert W. Jowers Trust	12,000	.24%

E. This Agreement contemplates a tax-free merger of the MERGING COMPANY with and into the ACQUIRING COMPANY in a reorganization pursuant to Internal Revenue Code §368(a)(1)(A). The ownership and Shareholders of the ACQUIRING COMPANY post-merge will be as set forth herein. The Shareholders of MERGING COMPANY will exchange their stock in MERGING COMPANY for: (a) stock in the ACQUIRING COMPANY; and (b) warrants to purchase common stock in WOODHOLDINGS ENVIRONMENTAL, INC. The parties expect that the Merger will further certain of their business objectives.

F. WOODHOLDINGS ENVIRONMENTAL, INC., currently owns and holds 20% of the issued and outstanding common shares of MERGING COMPANY, and after the Merger set forth herein will hold 84% of the issued and outstanding common shares of ACQUIRING COMPANY.

G. The respective Shareholders of the Constituent Companies have determined that it is advisable that MERGING COMPANY be merged into ACQUIRING COMPANY, on the terms and conditions hereinafter set forth, in accordance with the applicable provisions of the laws of the State of Florida, which laws permit such merger.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements, covenants and provisions hereinafter contained, the parties hereto agree that MERGING COMPANY be merged into and with ACQUIRING COMPANY, and that the terms and conditions of such merger, the mode of carrying the same into effect, and the manner and basis of converting the shares of MERGING COMPANY into shares of ACQUIRING COMPANY shall be as follows:

ARTICLE 1
MERGER

1.1 Merger. At the *Effective Time* (as defined in Section 1.2), MERGING COMPANY shall be merged with and into ACQUIRING COMPANY, pursuant to the terms and conditions set forth in this Agreement (the "Merger"), ACQUIRING COMPANY shall continue as the Surviving Company ("Surviving Company"), and the separate legal existence of MERGING COMPANY shall cease.

1.2 Effective Time. As soon as practical, after satisfaction or waiver of all conditions to the Merger, the *Certificate of Merger (*with this Plan attached), and all other requisite filings with respect to the Merger, shall be filed and recorded with the Florida Department of Labor & Economic Growth, Bureau of Commercial Services, Company Division (the "Florida Corporations Division") when a copy of the *Certificate of Merger* is received by the Florida Corporations Division, same shall terminate MERGING COMPANY's separate legal existence in the State of Delaware. The Merger shall be effective as of June 1, 2009 (the "Effective Time").

1.3 Articles of Incorporation. The *Articles of Incorporation of DRI-MAXZ PACKAGING TECHNOLOGIES, INC.*, in effect immediately prior to the Effective Time, shall be the Surviving Company's Articles of Incorporation, and there shall be no changes to them.

1.4 Bylaws. The *Bylaws of DRI-MAXZ PACKAGING TECHNOLOGIES, INC,* in effect immediately prior to the Effective Time shall be the Bylaws of the Surviving Company, and there shall be no changes to same.

1.5 Company Incorporation. As the Surviving Company, the ACQUIRING COMPANY's separate corporate existence, with all its purposes, objects, rights, privileges, powers, certificates, and franchises, shall continue unimpaired by the Merger. The Surviving Company shall succeed to all the properties and assets of the MERGING COMPANY, including without limitation, all property, real, personal and mixed, including all trademarks, trademark registrations, applications for registration of trademarks, and assumed names, together with the goodwill of the business; and shall succeed to all the debts, claims, causes of action, and other obligations and interests due or belonging to the MERGING COMPANY, and shall be further subject to and responsible for all of MERGING COMPANY's debts, liabilities, and duties with such effect as set forth under Florida law, in particular the pertinent subsections of Section 607.1101 *et seq.* of the Florida Statutes. Furthermore, all such foregoing interests, liabilities

and obligations shall be deemed to be transferred to and vested in ACQUIRING COMPANY without further act or deed, and the title to any real estate, or any interest herein, vested in either of the Constituent Companies shall not revert or be in any way impaired by reason of the Merger.

ARTICLE 2
OWNERSHIP INTERESTS

2.1 Stock of ACQUIRING COMPANY. The Shareholders of the ACQUIRING COMPANY prior to the Merger is as follows:

Shareholder	Shares of Stock	Stock Percentage
Woodholdings Environmental, Inc.	1,000,000	100%

2.2 Conversion of MERGING COMPANY's Shares. By virtue of the Merger into and with ACQUIRING COMPANY, the issued and outstanding shares of common stock of the MERGING COMPANY held by the shareholders of MERGING COMPANY, shall be converted into the following number of shares of fully paid and nonassessable common stock of ACQUIRING COMPANY and the number of warrants for common stock in WOODHOLDINGS ENVIRONMENTAL, INC. as set forth in Section 2.5 below, as follows:

Shareholder	Shares of Stock	Stock Percentage
Woodholdings Environmental, Inc.	840,000	84.000%
Thomas Galbierz	59,760	5.976%
Duke Pfitzinger	59,760	5.976%
William S. Pfitzinger	15,000	1.500%
Nancy Radetic	15,000	1.500%
Joseph Selsor	10,000	1.000%
Robert W. Jowers Trust	480	0.048%
TOTAL:	1,000,000	100.000%

2.3 ACQUIRING COMPANY Shares Following Conversion. Following the conversion of Stock contemplated in subsection 2.2 above at the Effective Time, there will be One Million (1,000,000) shares of common stock of the ACQUIRING COMPANY issued and outstanding.

2.4 Surrender of MERGING COMPANY Stock Certificates for ACQUIRING COMPANY Shares. At the Effective Time, the holder of an outstanding certificate or certificates theretofore representing shares of common stock of MERGING COMPANY shall surrender the same to ACQUIRING COMPANY for cancellation, and such holder shall be entitled to and shall receive, upon such surrender, in exchange therefor, a certificate representing the number of whole shares of common stock of ACQUIRING COMPANY into which the shares of common stock of MERGING COMPANY, theretofore represented by the surrendered certificate or certificates, shall have been converted as set forth above in subsection 2.2, and a common stock warrant for the number of warrants to be granted in accordance with provision of subsection 2.5 below.

2.5 Issuance of Warrants in WOODHOLDINGS ENVIRONMENTAL, INC. By virtue of the Merger, the Shareholders of MERGING COMPANY other than WOODHOLDINGS ENVIRONMENTAL, INC., shall be issued Warrants for common stock in WOODHOLDINGS ENVIRONMENTAL, INC., as follows:

Shareholder	Warrants	Warrant Percentage
Thomas Galbierz	1,914,240	39.880%
Duke Pfitzinger	1,914,240	39.880%
William S. Pfitzinger	360,000	7.500%
Nancy Radetic	360,000	7.500%
Joseph Selsor	240,000	5.000%
Robert W. Jowers Trust	11,520	.240%
TOTAL:	4,800,000	100.000%

ARTICLE III
REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the MERGING COMPANY. The MERGING COMPANY represents and warrants to the ACQUIRING COMPANY that the statements contained in this §3.1 are correct and complete as of the date of this Agreement and will be correct and complete as of the Effective Date (as though made then and as though the Effective Date were substituted for the date of this Agreement throughout this §3.1).

3.1.1 Corporate Organization. MERGING COMPANY is a corporation duly organized, validly existing, and in good standing under the laws of Delaware and has the corporate power and authority to acquire all material governmental licenses, authorizations, permits, consents and approvals required to own, license or lease and operate properties or to conduct the business contemplated by this Merger.

3.1.2 Due Qualification. MERGING COMPANY is duly qualified to do business and is in good standing under the laws of each jurisdiction in which the nature of its business or of the properties owned leased or operated by it makes such qualification necessary, except where the failure to be so qualified would not have, either alone or together with all such failures, a material adverse effect on the assets, business, results of operations or financial condition of MERGING COMPANY.

3.1.3 Corporate Documentation.

3.1.3.1 Copies of the Articles of Incorporation and by-laws (or applicable organizational documents), and all amendments thereto, of MERGING COMPANY heretofore delivered to ACQUIRING COMPANY, as existing, are complete and correct.

3.1.3.2 The existing minute books of MERGING COMPANY are complete so far as they exist and reflect proceedings (including actions taken by written consent) of the stockholders, and directors and all committees thereof of MERGING COMPANY in all material respects, subject to the limitations set-out herein.

3.1.3.3 The transfer records with respect to capital stock and other equity or ownership interests are complete and accurately reflect all transactions in the shares of capital stock and other equity or ownership interests of MERGING COMPANY. A complete and correct copy of any resolutions or notices required to be duly adopted by the stockholders of MERGING COMPANY at shareholder meetings of common shareholders will be provided to ACQUIRING COMPANY, which resolutions or notices shall approve and adopt this Agreement and approve the stock for stock exchange in accordance with the provisions of Delaware Law. Following adoption by or notice to the stockholders of MERGING COMPANY, such resolutions will not be

amended, modified, rescinded or superseded and will remain in full force and effect after their adoption or notice through the consummation of the transactions contemplated hereby.

3.1.4 Current Capitalization of MERGING COMPANY.

3.1.4.1 The entire authorized capital stock of MERGING COMPANY prior to closing consists of 5,000,000 shares of common stock, at $.01 par value, of which 5,000,000 shares are presently validly issued and outstanding. In addition:

3.1.4.1.1 there are no warrants, rights, options, conversion privileges, stock purchase plans or other agreements or undertakings which obligate MERGING COMPANY now or upon the occurrence of some future event to issue additional shares of capital stock;

3.1.4.1.2 there are no restrictions on the transfer of shares of capital stock of MERGING COMPANY other than those which may be imposed by relevant state and federal securities laws for restricted securities;

3.1.4.1.3 no holder of any security of MERGING COMPANY is entitled to any preemptive or similar statutory or contractual rights, either arising pursuant to an agreement or instrument to which MERGING COMPANY is a party or which are otherwise binding on MERGING COMPANY;

3.1.4.1.4 The MERGING COMPANY Shares issued are duly authorized and validly issued, fully paid and non-assessable, and have not been issued in violation of any preemptive rights, and will be free and clear of all third party ownership or claims, liens, claims and encumbrances, charges, security interests, stockholder's agreements and voting trusts.

3.1.5 Corporate Authority; Binding Effect. Subject to any required shareholder approval and/or ratification, MERGING COMPANY has the right, power, authority, and capacity to execute and deliver this Agreement and all other agreements contemplated hereby, to perform the obligations hereunder and hereunder on its part to be performed and to consummate the transactions contemplated hereby and thereby. The execution and delivery by MERGING COMPANY of this Agreement and all other agreements and documents contemplated hereby and the performance by MERGING COMPANY of all obligations on its part to be performed hereunder have been duly approved by all necessary Board and Shareholder votes by MERGING COMPANY. This Agreement constitutes, and when duly executed and delivered by MERGING COMPANY, (together with all other agreements contemplated hereby) will constitute, the legal, valid, and binding obligation of MERGING COMPANY, enforceable against MERGING COMPANY in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, or other similar laws relating to or affecting creditors' rights generally and to general equity principles (whether such enforceability is considered in a proceeding at law or in equity).

3.1.6 No Creation of Violation, Default, Breach or Encumbrance. The execution, delivery and performance of this Agreement by MERGING COMPANY and the consummation by MERGING COMPANY of the transactions contemplated hereby through an anticipated shareholder ratification will not: (a) violate (1) any statute, rule or regulation to which MERGING COMPANY is subject, or (2) any order, writ, injunction, decree, judgment or ruling of any court, administrative agency or governmental body to which is subject; (b) conflict with or violate any provision of the Articles of Incorporation or by-laws of MERGING COMPANY; or (c) require the consent of any party or constitute

a default under, violate, conflict with, breach or give rise to any right of termination, cancellation or acceleration of, or to a loss of benefit to which MERGING COMPANY is entitled, under (1) any mortgage, indenture, note or other instrument or obligation for the payment of money or any contract, agreement, lease or license to which MERGING COMPANY is a party, or (2) any governmental licenses, authorizations, permits, consents or approvals required for MERGING COMPANY to own, license or lease and operate its properties or to conduct its business as presently conducted by it.

3.1.7 **No Present Default**. All contracts, agreements, leases, mineral interests or rights and licenses to which MERGING COMPANY is a party are valid and in full force and effect and constitute legal, valid and binding obligations of MERGING COMPANY.

3.1.8 **Compliance With Law**. To the best knowledge and belief of MERGING COMPANY, its officers, directors, and agents, MERGING COMPANY is not in violation of any applicable domestic or foreign law, rule or regulation (excluding violations of traffic laws), or any order, writ, injunction or decree of any domestic or foreign court, administrative agency, governmental body or arbitration tribunal, to which it or any of its properties or assets is subject. Further, to the best knowledge of MERGING COMPANY, its officers, directors, and agents, there are no historic claims against MERGING COMPANY since inception, that are currently pending or unresolved.

3.1.9 **Governmental Approvals and Filings**. No consent, approval or authorization of, or notice to, declaration, filing, or registration with, any domestic or foreign governmental or regulatory authority on the part of MERGING COMPANY is believed required in connection with the execution, delivery, and performance of this Agreement, except for filing a Certificate of Merger with state of incorporation of MERGING COMPANY.

3.1.10 **Personal Property**. MERGING COMPANY is in possession of and has good and valid title to all personal property and assets reflected on the Balance Sheet or acquired after the Balance Sheet Date, subject to no adverse claims or restrictions on transfer. There are no outstanding options or rights granted by MERGING COMPANY to any third person to acquire any minimal interest or such personal property or any interest in them and, there are no outstanding options or rights granted by any third party to acquire any such personal property or any interest in them.

3.1.11 **Financial Statements**.

3.1.11.1 MERGING COMPANY will deliver to ACQUIRING COMPANY, prior to closing and as a condition to closing, its audited/unaudited Financial Statements as of May 31, 2009 (Schedule 3.1.11) including the audited/unaudited statements of operations, stockholders' equity and cash flows for the period ending May 31, 2009.

3.1.11.2 The financial statements referred to in this Section 3.1.11, fairly and accurately present in all material respects the consolidated financial position, results of operations, stockholders' equity and cash flows of MERGING COMPANY as of the relevant date thereof and for the periods covered thereby have been prepared in accordance with generally accepted accounting principles ("GAAP") consistently applied.

3.1.11.3 Except as set forth in the Balance Sheet, or in the exhibits hereto, MERGING COMPANY has no liabilities or obligations, direct or contingent, accrued or otherwise, of a nature customarily reflected in financial statements in accordance with GAAP.

3.1.12 **Patents, Trademarks, Service Marks, Trade Names, Copyrights**. MERGING COMPANY owns the patents, trademarks, service marks, trade names and copyrights, if any, listed on the attached Schedule 3.1.12.

3.1.13 **Contracts, Agreements and Obligations**. MERGING COMPANY is not a party to or is in any way obligated under or subject to any of the following that would in any way effect, encumber or cloud the transfer of its common shares to ACQUIRING COMPANY, except as stipulated in 3.1.13.5:

3.1.13.1 Any contract or agreement, including employment or compensation agreements, whether written or oral, with any officer or employee of MERGING COMPANY which is not deemed to terminate without further claims upon the closing of this Agreement;

3.1.13.2 Any collective bargaining or other labor or union contract or agreement, whether written or oral;

3.1.13.3 Any note, bond, indenture or agreement, whether written or oral, to borrow money or any agreement of guarantee or indemnification, whether written or oral;

3.1.13.4 Any other agreement, lease, arrangement or understanding, whether written or oral, to which MERGING COMPANY is a party or by which any of its common shares are legally bound.

3.1.13.5 ACQUIRING COMPANY acknowledges that shareholders of MERGING COMPANY have expended time and monies on behalf of MERGING COMPANY prior to the merger and that the ACQUIRING COMPANY will reimburse such shareholders for such expended time and monies upon evidence of such expenditures after the merger.

3.1.14 **Absence of Certain Changes**. Since the Balance Sheet Date, MERGING COMPANY will represent now and as of closing there has not been:

3.1.14.1 any reduction, loss, change, physical damage, or destruction in excess of $25,000 to any asset or property of MERGING COMPANY;

3.1.14.2 any declaration, setting aside or payment of any dividend, or any distribution, in respect of shares of capital stock or other equity or ownership interests of MERGING COMPANY, or any redemption, purchase or other acquisition of any of such shares of capital stock or other securities of, or other equity or ownership interests in MERGING COMPANY, except for those required by this Agreement; any increase in the regular and customary compensation to any MERGING COMPANY officer, employee or director;

3.1.14.3 any change in the authorized and unissued capital stock or other equity or ownership interest of MERGING COMPANY or any grant of options, warrants or other rights or convertible or exchangeable securities calling for the issuance thereof, except for those required by this Agreement;

3.1.14.4 any payment by MERGING COMPANY direct or indirect, of any material liability before the same becomes due in accordance with its terms or otherwise than in the ordinary course of its business;

3.1.14.5 any sale or transfer of, or agreement to sell or transfer, any assets of MERGING COMPANY;

3.1.14.6 any change in any accounting auditing or financial review principles or practices of MERGING COMPANY or any change in MERGING COMPANY's business practices;

3.1.14.7 any event, occurrence, development, state of facts or change in the business which has had, either alone or together with all such events, occurrences, developments, states of facts or changes, a material adverse effect on the assets, business, results of operations, affairs, prospects or financial condition of MERGING COMPANY; or

3.1.14.8 any liability or obligation incurred or created on the part of MERGING COMPANY or any creation or assumption by MERGING COMPANY of any lien, claim, or encumbrance on any asset of MERGING COMPANY.

3.1.15 **Certain Tax Matters**. As of the date hereof, or prior to closing and as a condition to closing, the most current Tax Return required to be filed with respect to MERGING COMPANY for the Taxable Period ending on or before the date hereof has been or will be timely filed, and the independent auditors for MERGING COMPANY will have determined that only the most current returns need be filed as they become due. All currently filed Tax Returns or Return:

3.1.15.1 were prepared in the manner required by applicable law;

3.1.15.2 are true, correct, and complete in all material respects; and

3.1.15.3 reflect the liability for Taxes of MERGING COMPANY. All Taxes shown to be payable on such Tax Returns, and all assessments of Taxes made against MERGING COMPANY with respect to such Tax Returns, have been paid when due. It is further understood and agreed that MERGING COMPANY will continue to be entitled to and liable for all tax refunds and obligations incurred prior to closing.

No adjustment in such Tax Returns has been proposed formally or informally by any taxing authority and no basis exists for any such adjustment. Except for liens for real and personal property Taxes that are not yet due and payable, there are no liens for any Tax upon any asset of the Company.

3.1.16 **No Litigation, Proceeding or Inquiry**. To the best knowledge and belief of MERGING COMPANY, its officers, directors or agents, there is no suit, action, claim or other legal, administrative or arbitration proceeding (including a "stop order") pending or, threatened before any court or governmental commission, bureau or other regulatory authority (including the SEC), and there is no investigation or inquiry by any administrative agency or governmental body pending or threatened, nor are there any existing judgments, orders or decrees:

3.1.16.1 against MERGING COMPANY; or

3.1.16.2 which challenges the validity or propriety of, or seeks to prevent, alter, or delay, the transactions contemplated by this Agreement.

3.1.17 **Brokers and Finders**. No broker or finder has acted for MERGING COMPANY in connection with this Agreement and the transactions contemplated hereby; and no broker or finder is entitled to receive any shares of the MERGING COMPANY in such capacity, is entitled to any brokerage

or finder's fee or other commission in respect thereof based in any way on any agreement, arrangement or understanding made by MERGING COMPANY.

3.1.18 Information Supplied by MERGING COMPANY. Neither this Agreement nor any document referenced herein, nor any certificate, statement or memorandum furnished pursuant to this Agreement or in connection herewith by or on behalf of MERGING COMPANY contains any untrue statement of material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading.

3.1.19 Third Party Claims. There are no pending third party claims or litigation rights, entitlements, or contracts not fully disclosed herein.

3.2 Representations and Warranties of the ACQUIRING COMPANY. The ACQUIRING COMPANY represents and warrants to the MERGING COMPANY that the statements contained in this §3.2 are correct and complete as of the date of this Agreement and will be correct and complete as of the Effective Date (as though made then and as though the Effective Date were substituted for the date of this Agreement throughout this §3.2).

3.2.1 Corporate Organization. ACQUIRING COMPANY is a corporation duly organized, validly existing, and in good standing under the laws of Florida and has the corporate power and authority to acquire all material governmental licenses, authorizations, permits, consents and approvals required to own, license or lease and operate properties or to conduct the business contemplated by this Merger.

3.2.2 Due Qualification. ACQUIRING COMPANY is duly qualified to do business and is in good standing under the laws of each jurisdiction in which the nature of its business or of the properties owned leased or operated by it makes such qualification necessary, except where the failure to be so qualified would not have, either alone or together with all such failures, a material adverse effect on the assets, business, results of operations or financial condition of ACQUIRING COMPANY.

3.2.3 Corporate Documentation.

3.2.3.1 Copies of the Articles of Incorporation and by-laws (or applicable organizational documents), and all amendments thereto, of ACQUIRING COMPANY, as existing, are complete and correct.

3.2.3.2 The existing minute books of ACQUIRING COMPANY are complete so far as they exist and reflect proceedings (including actions taken by written consent) of the stockholders, and directors and all committees thereof of ACQUIRING COMPANY in all material respects, subject to the limitations set-out herein.

3.2.3.3 Copies of the Articles of Incorporation and by-laws (or applicable organizational documents), and all amendments thereto, of ACQUIRING COMPANY heretofore delivered to ACQUIRING COMPANY, as existing, are complete and correct.

3.2.3.4 The existing minute books of ACQUIRING COMPANY are complete so far as they exist and reflect proceedings (including actions taken by written consent) of the stockholders, and directors and all committees thereof of ACQUIRING COMPANY in all material respects, subject to the limitations set-out herein.

3.2.3.5 The transfer records with respect to capital stock and other equity or ownership interests are complete and accurately reflect all transactions in the shares of capital stock and other equity or ownership interests of ACQUIRING COMPANY. A complete and correct copy of any resolutions or notices required to be duly adopted by the stockholders of ACQUIRING COMPANY at shareholder meetings of common shareholders will be provided to MERGING COMPANY, which resolutions or notices shall approve and adopt this Agreement and approve the stock for stock exchange in accordance with the provisions of Florida Law. Following adoption by or notice to the stockholders of ACQUIRING COMPANY, such resolutions will not be amended, modified, rescinded or superseded and will remain in full force and effect after their adoption or notice through the consummation of the transactions contemplated hereby.

3.2.4 Current Capitalization of ACQUIRING COMPANY.

3.2.4.1 The entire authorized capital stock of ACQUIRING COMPANY prior to closing consists of 1,000,000 shares of common stock, at $0.001 par value, of which 1,000,000 shares are presently validly issued and outstanding. In addition:

3.2.4.1.1 there are no warrants, rights, options, conversion privileges, stock purchase plans or other agreements or undertakings which obligate ACQUIRING COMPANY now or upon the occurrence of some future event to issue additional shares of capital stock;

3.2.4.1.2 there are no restrictions on the transfer of shares of capital stock of ACQUIRING COMPANY other than those which may be imposed by relevant state and federal securities laws for restricted securities;

3.2.4.1.3 no holder of any security of ACQUIRING COMPANY is entitled to any preemptive or similar statutory or contractual rights, either arising pursuant to an agreement or instrument to which ACQUIRING COMPANY is a party or which are otherwise binding on ACQUIRING COMPANY;

3.2.4.1.4 The ACQUIRING COMPANY Shares issued are duly authorized and validly issued, fully paid and non-assessable, and have not been issued in violation of any preemptive rights, and will be free and clear of all third party ownership or claims, liens, claims and encumbrances, charges, security interests, stockholder's agreements and voting trusts.

3.2.5 Corporate Authority; Binding Effect. Subject to any required shareholder approval and/or ratification, ACQUIRING COMPANY has the right, power, authority, and capacity to execute and deliver this Agreement and all other agreements contemplated hereby, to perform the obligations hereunder and hereunder on its part to be performed and to consummate the transactions contemplated hereby and thereby. The execution and delivery by ACQUIRING COMPANY of this Agreement and all other agreements and documents contemplated hereby and the performance by ACQUIRING COMPANY of all obligations on its part to be performed hereunder have been duly approved by all necessary Board and Shareholder votes by ACQUIRING COMPANY. This Agreement constitutes, and when duly executed and delivered by ACQUIRING COMPANY, (together with all other agreements contemplated hereby) will constitute, the legal, valid, and binding obligation of ACQUIRING COMPANY, enforceable against ACQUIRING COMPANY in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, or other similar laws

relating to or affecting creditors' rights generally and to general equity principles (whether such enforceability is considered in a proceeding at law or in equity).

3.2.6 **No Creation of Violation, Default, Breach or Encumbrance**. The execution, delivery and performance of this Agreement by ACQUIRING COMPANY and the consummation by ACQUIRING COMPANY of the transactions contemplated hereby through an anticipated shareholder ratification will not: (a) violate (1) any statute, rule or regulation to which ACQUIRING COMPANY is subject, or (2) any order, writ, injunction, decree, judgment or ruling of any court, administrative agency or governmental body to which is subject; (b) conflict with or violate any provision of the Articles of Incorporation or by-laws of ACQUIRING COMPANY; or (c) require the consent of any party or constitute a default under, violate, conflict with, breach or give rise to any right of termination, cancellation or acceleration of, or to a loss of benefit to which ACQUIRING COMPANY is entitled, under (1) any mortgage, indenture, note or other instrument or obligation for the payment of money or any contract, agreement, lease or license to which ACQUIRING COMPANY is a party, or (2) any governmental licenses, authorizations, permits, consents or approvals required for ACQUIRING COMPANY to own, license or lease and operate its properties or to conduct its business as presently conducted by it.

3.2.7 **No Present Default**. All contracts, agreements, leases, mineral interests or rights and licenses to which ACQUIRING COMPANY is a party are valid and in full force and effect and constitute legal, valid and binding obligations of ACQUIRING COMPANY.

3.2.8 **Compliance With Law**. To the best knowledge and belief of ACQUIRING COMPANY, its officers, directors, and agents, ACQUIRING COMPANY is not in violation of any applicable domestic or foreign law, rule or regulation (excluding violations of traffic laws), or any order, writ, injunction or decree of any domestic or foreign court, administrative agency, governmental body or arbitration tribunal, to which it or any of its properties or assets is subject. Further, to the best knowledge of ACQUIRING COMPANY, its officers, directors, and agents, there are no historic claims against ACQUIRING COMPANY since inception, that are currently pending or unresolved.

3.2.9 **Contracts, Agreements and Obligations**. ACQUIRING COMPANY is not a party to or is in any way obligated under or subject to any of the following that would in any way effect, encumber or cloud the transfer of its common shares to MERGING COMPANY:

3.2.9.1 Any contract or agreement, including employment or compensation agreements, whether written or oral, with any officer or employee of ACQUIRING COMPANY which is not deemed to terminate without further claims upon the closing of this Agreement;

3.2.9.2 Any collective bargaining or other labor or union contract or agreement, whether written or oral;

3.2.9.3 Any note, bond, indenture or agreement, whether written or oral, to borrow money or any agreement of guarantee or indemnification, whether written or oral;

3.2.9.4 Any other agreement, lease, arrangement or understanding, whether written or oral, to which ACQUIRING COMPANY is a party or by which any of its common shares are legally bound.

3.2.10 **No Litigation, Proceeding or Inquiry**. To the best knowledge and belief of ACQUIRING COMPANY, its officers, directors or agents, there is no suit, action, claim or other legal, administrative or arbitration proceeding (including a "stop order") pending or, threatened before any court

or governmental commission, bureau or other regulatory authority (including the SEC), and there is no investigation or inquiry by any administrative agency or governmental body pending or threatened, nor are there any existing judgments, orders or decrees:

3.2.10.1 against ACQUIRING COMPANY; or

3.2.10.2 which challenges the validity or propriety of, or seeks to prevent, alter, or delay, the transactions contemplated by this Agreement.

3.2.11 **Governmental Approvals and Filings**. No consent, approval or authorization of, or notice to, declaration, filing or registration with, any domestic or foreign governmental or regulatory authority on the part of ACQUIRING COMPANY is believed required in connection with the execution, delivery and performance of this Agreement.

3.2.12 **Brokers and Finders**. No broker or finder has acted for ACQUIRING COMPANY in connection with this Agreement and the transactions contemplated hereby; and no broker or finder is entitled to receive any shares of the ACQUIRING COMPANY in such capacity, is entitled to any brokerage or finder's fee or other commission in respect thereof based in any way on any agreement, arrangement or understanding made by ACQUIRING COMPANY.

3.2.13 **Information Supplied by ACQUIRING COMPANY**. Neither this Agreement nor any document referenced herein, nor any certificate, statement or memorandum furnished pursuant to this Agreement or in connection herewith by or on behalf of ACQUIRING COMPANY contains any untrue statement of material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading.

3.2.14 **Third Party Claims.** There are no pending third party claims or litigation rights, entitlements, or contracts not fully disclosed herein.

ARTICLE IV
CONDITIONS

4.1 **Conditions to Each Party's Obligation to Effect the Merger.** The following shall be the obligations of both MERGING COMPANY and ACQUIRING COMPANY, namely:

4.1.1 **Approval of MERGING COMPANY's Shareholders.** Each party's obligations to effect the Merger shall be subject, at or before the Effective Time, to approval of this Agreement and the Merger by the MERGING COMPANY's Shareholders in accordance with the provisions of applicable law.

4.1.2 **Approval of ACQURING COMPANY's Shareholders.** Each party's obligations to effect the Merger shall be subject, at or before the Effective Time, to approval of this Agreement and the Merger by the ACQUIRING COMPANY's Shareholders in accordance with the provisions of applicable law.

4.1.3 **No Legal Impediment to Merger.** There shall not be any statute, rule, or regulation promulgated, enacted, or deemed applicable making it illegal for ACQUIRING COMPANY to consummate the Merger, nor shall there be any order, judgment, decree, or ruling by any foreign or domestic court or governmental body enjoining ACQUIRING COMPANY from consummating the Merger.

ARTICLE V
TERMINATION

5.1 Termination. This Agreement may be terminated and the Merger abandoned (notwithstanding any approval of either of them by the ACQUIRING COMPANY'S or MERGING COMPANY's shareholders) prior to the Effective Time, as set forth below:

5.1.1 By Mutual Consent. By mutual written consent of the Shareholders of the MERGING COMPANY and the ACQUIRING COMPANY.

5.1.2 Because of Legal Impediment. By any of the Constituent Companies if any statute, rule, or regulation is promulgated, enacted, or deemed applicable that makes it illegal for any one of the Constituent Companies to consummate the Merger, or if any domestic or foreign court or governmental body issues any order, judgment, decree, or ruling enjoining a Constituent Company or any affiliate of a Constituent Company from consummating the Merger and such order, judgment, decree, or ruling has become final and nonappealable.

5.1.3 Abandonment. Anything herein or elsewhere to the contrary notwithstanding, this Plan may be abandoned by actions of the Shareholders of either of the Constituent Companies at any time prior to the Effective Time.

5.2 Effect of Termination. On its termination, this Agreement shall become void and be of no force or effect.

ARTICLE VI
MISCELLANEOUS

6.1 Further Assurances and Actions. If at any time ACQUIRING COMPANY shall consider or be advised that any further assignment or assurances in law are necessary or desirable to vest or to perfect or confirm of record in ACQUIRING COMPANY the title to any property or rights of MERGING COMPANY, or to otherwise carry out the provisions of this Agreement, the proper officers and directors of MERGING COMPANY, as of the Effective Time, shall execute and deliver any and all property deeds, assignments and assurances in law, and do all things necessary or proper to vest, perfect or conform title to such property or rights in ACQUIRING COMPANY. Further with regard hereto, each of the Constituent Companies shall take, or cause to be taken, all actions or do or cause to be done, all things necessary, proper or advisable under the laws of the State of Florida to consummate and make effective the Merger, subject, however, to the appropriate vote or consent of the shareholders of each of the Constituent Companies, in accordance with the requirements of those laws applicable to each of the Constituent Companies.

6.2 Operation of Business. Until the Effective Time, the MERGING COMPANY shall not engage in any practice, take any action, or enter into any transaction outside the ordinary course of business. Without limiting the generality of the foregoing:

6.2.1 the MERGING COMPANY shall not authorize or effect any change in its Bylaws or *Articles of Incorporation*;

6.2.2 the MERGING COMPANY shall not grant any options, warrants, or other rights to purchase or obtain any of its Stock Interest or issue, sell, or otherwise dispose of any of its Stock Interest (except upon the conversion or exercise of options, warrants, and other rights currently outstanding prior to the Effective Time);

6.2.3 the MERGING COMPANY shall not declare, set aside, or pay any distribution with respect to its Stock Interest (whether in cash or in kind), or redeem, repurchase, or otherwise acquire any of its Stock Interest;

6.2.4 the MERGING COMPANY shall not issue any note, bond, or other debt security or create, incur, assume, or guarantee any indebtedness for borrowed money or capitalized lease obligation outside the ordinary course of business;

6.2.5 the MERGING COMPANY shall not allow any security interest to be imposed upon any of its assets outside the ordinary course of business;

6.2.6 the MERGING COMPANY shall not make any capital investment in, make any loan to, or acquire the securities or assets of any other entity outside the ordinary course of business;

6.2.7 the MERGING COMPANY shall not make any change in employment terms for any of its directors, officers, and employees outside the ordinary course of business; and

6.2.8 the MERGING COMPANY shall not commit to any of the foregoing.

6.3 Full Access. The MERGING COMPANY shall permit representatives of the ACQUIRING COMPANY to have full access to all premises, properties, personnel, books, records (including tax records), contracts, and documents of or pertaining to the MERGING COMPANY. The ACQUIRING COMPANY shall treat and hold as such any confidential information it receives from the MERGING COMPANY in the course of the reviews contemplated by this §6.3, shall not use any of such confidential information for its own benefit, except in connection with this Agreement, and, if this Agreement is terminated for any reason whatsoever, ACQUIRING COMPANY agrees to return to the MERGING COMPANY all tangible embodiments (and all copies) thereof which are in its possession.

6.4 Notice of Developments. Each party will give prompt written notice to the other of any material adverse development causing a breach of any of its own representations and warranties. No disclosure by any party pursuant to this §6.4, however, shall be deemed to amend or supplement the Disclosure Schedule or to prevent or cure any misrepresentation, breach of warranty, or breach of covenant.

6.5 Exclusivity. The MERGING COMPANY shall not solicit, initiate, or encourage the submission of any proposal or offer from any person or entity relating to the acquisition of all or substantially all of the capital stock or assets of the MERGING COMPANY (including any acquisition structured as a merger, consolidation, or share exchange); *provided, however*, that the MERGING COMPANY, and its Shareholders, shall remain free to participate in any discussions or negotiations regarding, furnish any information with respect to, assist or participate in, or facilitate in any other manner any effort or attempt by any person or entity to do or seek any of the foregoing to the extent their fiduciary duties may require. The MERGING COMPANY shall notify the ACQUIRING COMPANY immediately if any person or entity makes any proposal, offer, inquiry, or contact with respect to any of the foregoing.

6.6 Compliance. Prior to the Merger, MERGING COMPANY's Shareholders did not dispose of any MERGING COMPANY Stock Interest, or receive any distribution from MERGING COMPANY, in a manner that would cause the Merger to violate the continuity of Stock Interest requirement set forth in Reg. §1.368-1(e).

6.7 **Application of Florida Law.** This Plan, and the interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of Florida, without reference to its choice of law provisions. Further the parties agree that the courts in the State of Florida shall be the most convenient forum and venue for the resolution of any disputes hereunder.

6.8 **Severability.** If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law. In such case, the parties 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 so that the arrangements contemplated hereby are given effect as originally contemplated to the greatest extent possible.

6.9 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

6.10 **Entire Agreement.** This Agreement constitutes the entire agreement of the parties regarding the subject matter hereof and supersedes all negotiations, conversations, discussions, correspondence, memoranda and agreements between the parties.

IN WITNESS WHEREOF, the parties hereto, being the officers of each of the Constituent Companies, have caused this Plan of Merger to be entered into, pursuant to authority given by their respective board of directors, all as of the date and year first above written.

"ACQUIRING COMPANY"

DRI-MAXZ PACKAGING TECHNOLOGIES, INC.
A Florida Company

By: _____

"MERGING COMPANY"

DRI-MAXZ PACKAGING, INC.
A Delaware Company

By: _____

Schedule 3.1.11

Delivered Financial Statements

Schedule 3.1.12

U.S. Trademark Application Serial No. 77/487,135, filed May 30, 2008 for the mark BLUE EARTH;

Common Law Trademark for mark BLUE MOON for paper;

Common Law Trademark for mark BLUE PLANET for paper;