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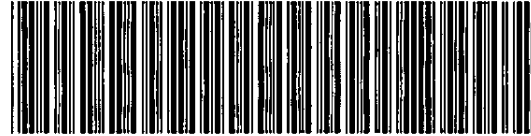
(Business Entity Name)

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

merger

DEC 1 - 2015

I ALBRITTON

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Superior BC Land, 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:

Kate Mesic, Esquire

Contact Person

Law Offices of Kate Mesic, PA

Firm/Company

6550 St. Augustine Road, Suite 305

Address

Jacksonville, FL 32217

City/State and Zip Code

kate@mesiclaw.com

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

For further information concerning this matter, please call:

Kate Mesic, Esquire

Name of Contact Person

At (904) 619-2510

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)

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)
Supérieur BC Land, Inc.	Florida	P13000072752

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Superior Bulk Container, Inc.	Florida	P13000067075

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 September 17, 2015.

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 September 17, 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)

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2015 NOV 30 PM 3:03
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or Director

Typed or Printed Name of Individual & Title

Superior BC Land, Inc.

Robert W. Huntland 24

Robert H. Heistand, II, Director and President

Superior Bulk Container, Inc.

Robert B. Ventres

Robert H. Heistand, II, Director and President

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (the "**Agreement**") is dated as of 9/17/15 by and between Superior BC Land, Inc., a Florida corporation ("**Acquiror**"), and Superior Bulk Container, Inc. a Florida corporation (the "**Company**").

WHEREAS, the respective Boards of Directors and shareholders of the Acquiror and the Company (collectively, the "**Parties**") have each adopted this Agreement and the transactions contemplated therein, in each case after making a determination that this Agreement and such transactions are advisable and fair to, and in the best interests of, the Acquiror, the Company and the shareholders of each corporation;

WHEREAS, pursuant to the transactions contemplated by this Agreement and on the terms and subject to the conditions set forth herein, the Company, in accordance with the Florida Business Corporations Act (the "**FBCA**"), will merge with and into the Acquiror, with the Acquiror as the surviving corporation (the "**Merger**");

WHEREAS, for US federal income tax purposes, the Parties intend to the fullest extent applicable that the Merger qualify as a tax-free reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "**Code**"); and

WHEREAS, the Parties desire to enter into the transactions contemplated by this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I: DEFINITIONS

As used in this Agreement, the following terms have the following meanings:

1.1 "**Agreement**" means this Agreement and Plan of Merger.

1.2 "**FBCA**" means the Florida Business Corporations Law, § 607.1101 et seq., Fla. Stat. Ann.

1.3 "**Effective Time**" means the date and time upon which the Merger contemplated by this Agreement will be effective, subject to the approval of the Parties, which shall be at the time and on the date that articles of merger are filed with the Florida Department of State.

Any other terms defined herein shall have the meaning given to them.

ARTICLE II: MERGER

2.1 Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with Chapter 607 of the FBCA, the Company shall be merged with and into the Acquiror as of the Effective Time. Following the Effective Time, the separate corporate existence of the Company shall

cease and the Acquiror shall be the surviving corporation (the “**Surviving Corporation**”). The effects and consequences of the Merger shall be as set forth in this Agreement and the FBCA.

2.2 Organizational Documents. The bylaws of the Acquiror then in effect at the Effective Time shall be the bylaws of the Surviving Corporation until thereafter amended as provided therein or by the FBCA, and the articles of incorporation of the Acquiror then in effect at Effective Time, as amended by the articles of merger, shall be the articles of incorporation of the Surviving Corporation until thereafter amended as provided therein or by the FBCA.

2.3 Board of Directors and Officers. The directors and officers of the Acquiror immediately prior to the Effective Time shall be the directors of the Surviving Corporation from and after the Effective Time and shall hold office until the earlier of their respective death, resignation or removal or until their respective successors are duly elected or appointed and qualified in the manner provided for in the articles of incorporation and bylaws of the Surviving Corporation or as otherwise provided by the FBCA.

2.4 Shareholder Approval. The consummation of the Merger is subject to the approval of this Agreement and the Merger contemplated hereby by the shareholders of each of the Parties.

ARTICLE III: CANCELLATION OF SHARES

3.1 Cancellation of Shares. At the Effective Time, (i) all shares of common stock of the Company, par value \$0.01 per share (“**Company Common Stock**”), issued and outstanding immediately prior to the Effective Time shall by virtue of the Merger and without any action on the part of the holder thereof be converted into the right to receive cash in the amount of \$0.01 (USD) and immediately after such conversion, such shares shall be cancelled; and (ii) the Acquiror’s capital stock outstanding immediately prior to the Effective Time, shall by virtue of the Merger and without any action on the part of the holder thereof remain unchanged and continue to represent in the aggregate 100% of the outstanding corporate stock of the Acquiror.

The Acquiror will take any necessary administrative actions to implement the transactions contemplated by this provision and the Agreement.

3.2 Effect. Upon the Effective Time, (a) the Acquiror, without further act, deed or other transfer, shall retain or succeed to, as the case may be, and possess and be vested with all the rights, privileges, immunities, powers, franchises and authority, of a public as well as of a private nature, of the Company; (b) all property of every description and every interest therein, and all debts and other obligations of or belonging to or due to the Company on whatever account shall thereafter be taken and deemed to be held by or transferred to, as the case may be, or invested in the Acquiror without further act or deed; (c) title to any real estate, or any interest therein vested in the Company, shall not revert or in any way be impaired by reason of this merger; and (d) all of the rights of creditors of the Company shall be preserved unimpaired, and all liens upon the property of the Company shall be preserved unimpaired, and all debts, liabilities, obligations and duties of the Company shall thenceforth remain with or be attached to, as the case may be, the Acquiror and may be enforced against it to the same extent as if it had incurred or contracted all such debts, liabilities, obligations and duties.

ARTICLE IV: OTHER PROVISIONS

4.1 Confidentiality. The Parties acknowledge that during the performance of this Agreement, each of them may be exposed to confidential and proprietary information (the “**Confidential Information**”). Each Party agrees to take all commercially reasonable measures to prevent the Confidential Information from being acquired or disseminated to unauthorized persons to the same extent it protects its own confidential and proprietary information. Parties agree to not disclose the Confidential Information to third parties without the prior written consent of the other Party, except as required by law. This obligation of confidentiality shall survive the termination or abandonment of the Agreement.

4.2 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the fifth day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 4.2):

If to the Acquiror, to:	SUPERIOR BC LAND, INC. 1751 Marshall Street JACKSONVILLE, FL 32206 Email: rhheistand@icloud.com Attention: Robert H. Heistand, II
with a copy (which shall not constitute notice to the Acquiror) to:	Law Offices of Kate Mesic, PA 6550 St. Augustine Road, Suite 305 Jacksonville, FL 32217 kate@mesiclaw.com
If to the Company, to:	SUPERIOR BULK CONTAINER, INC. P.O. Box 24405 Jacksonville, FL 32241
with a copy (which will not constitute notice to the Company) to:	Law Offices of Kate Mesic, PA 6550 St. Augustine Road, Suite 305 Jacksonville, FL 32217 kate@mesiclaw.com

4.3 Entire Agreement. This Agreement together with the articles of merger constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein and

therein, and supersedes all prior and contemporaneous understandings, representations and warranties and agreements, both written and oral, with respect to such subject matter.

4.4 Successor and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

4.5 Tax-Free Reorganization. This Merger is intended to be a tax-free plan of reorganization within the meaning of Sections 351, 355 and 368(a) of the Code.

4.6 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

4.7 Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

4.8 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or other provision is invalid, illegal or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement in order to accomplish the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

4.9 Governing Law and Jurisdiction. This Agreement is governed by and shall be construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Florida. The state and federal courts located in Duval County, Florida have the exclusive jurisdiction to hear any and all disputes arising from or related to the Agreement.

4.10 Counterparts. This Agreement may be executed in any number of original counterparts that may be faxed, emailed or otherwise transmitted electronically with the same effect as if all Parties had signed the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

SIGNATURES ON THE NEXT PAGE

ACQUIROR – Superior BC Land, Inc.

Robert H. Heistand II
Signature

September 17, 2015
Date

Robert H. Heistand II
Printed Name

President
Title

COMPANY – Superior Bulk Container, Inc.

Robert H. Heistand II
Signature

September 17, 2015
Date

Robert H. Heistand II
Printed Name

President
Title