

267766

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MERGER OR SHARE EXCHANGE
LBM Holdings, LLC

Certificate of Status	0
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ARTICLES OF MERGER
of
COX LUMBER CO., a Florida corporation,
with and into
LBM HOLDINGS, LLC, a Delaware limited liability company

September 18, 2012

Pursuant to Section 607.1109 of the Florida Business Corporation Act ("FBCA"), Cox Lumber Co., a Florida corporation (the "Merging Party") and LBM Holdings, LLC, a Delaware limited liability company (the "Surviving Party"), hereby adopt the following Articles of Merger for the purpose of effecting the merger of the Merging Party with and into the Surviving Party (the "Merger"), with LBM Holdings as the surviving limited liability company.

FIRST: The exact name, entity type and jurisdiction of the Merging Party is as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Cox Lumber Co.	Florida	Corporation <i>267766</i>

SECOND: The exact name, entity type and jurisdiction of the Surviving Party is as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
LBM Holdings, LLC	Delaware	Limited Liability Company

THIRD: The attached Agreement and Plan of Merger was approved by the Merging Party in accordance with the applicable provision of Chapter 608 of the Florida Statutes and is attached hereto as Exhibit "A."

FOURTH: The attached Agreement and Plan of Merger was approved by the Surviving Party in accordance with applicable laws of the Delaware Limited Liability Company Act and the laws of the State of Delaware.

FIFTH: The Merger will be effective on September 18, 2012, upon the filing of this Certificate of Merger.

SIXTH: The principal office address of the Surviving Party is 3100 Cumberland Boulevard, Suite 1700, Atlanta, Georgia 30339. A copy of the Agreement and Plan of Merger will be furnished by the Surviving Party on request, without cost, to any member of any constituent limited liability company or stockholder of any constituent corporation.

SEVENTH: The Surviving Party is a Delaware limited liability company and:

- (a) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of the Merging Party, the domestic corporation that is a party to the Merger; and
- (b) Agrees to promptly pay the dissenting shareholders of the Merging Party, the domestic corporation that is a party to the Merger the amount, if any, to which they are entitled under Section. 607.1302 of the Florida statutes.

EIGHTH: The signatures for the Merging Party and the Surviving Party are below:


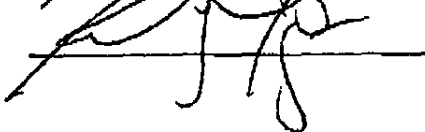
<u>Name of Entity</u>	<u>Signature</u>	<u>Typed Name of Individual</u>
Cox Lumber Co.		Ricardo Nunez, Vice President
LBM Holdings, LLC		Ricardo Nunez, Vice President

EXHIBIT "A"

AGREEMENT AND PLAN OF MERGER
of
COX LUMBER CO., a Florida corporation
and
LBM HOLDINGS, LLC, a Delaware limited liability company

THIS AGREEMENT OF MERGER dated as of September 18, 2012 (the "Agreement"), is entered into by and between Cox Lumber Co., a Florida corporation ("Cox") and LBM Holdings, LLC, a Delaware limited liability company ("LBM").

WHEREAS, Cox is a business corporation incorporated in the State of Florida, with its principal office located at 3100 Cumberland Boulevard, Suite 1700, Atlanta, Georgia 30339;

WHEREAS, LBM is a limited liability company organized in the State of Delaware, with its principal office located at 3100 Cumberland Boulevard, Suite 1700, Atlanta, Georgia 30339 (Cox and LBM being hereinafter referred to as the "Merging Entities");

WHEREAS, the Boards of Directors of each of Cox and LBM (together, the "Boards") deem it advisable and in the best interests of the Merging Entities that Cox merge with and into LBM (the "Merger"), and recommended, respectively, that the sole equity holders of each of the Merging Entities approve the Merger; and

WHEREAS, Williams Bros. Lumber Co., LLC, as the sole stockholder of Cox (the "Cox Sole Stockholder") and HD Supply Holdings, LLC, the Sole Member of LBM (the "LBM Sole Member") have each approved the Merger and all related transactions in connection therewith, upon the terms and conditions set forth herein:

NOW, THEREFORE, in consideration of the premises, representations, warranties and agreements set forth herein, the Cox Sole Stockholder and the LBM Sole Member agree as follows:

1. **Merger.** At the Effective Time (as hereinafter defined), Cox will merge with and into LBM in accordance with the applicable provisions of Title 6, Section 18-209 of the Delaware Limited Liability Act and the laws of the State of Delaware. At the Effective Time, the separate corporate existence of Cox shall cease and LBM shall be the surviving limited liability company (the "Surviving LLC") and shall succeed and assume all of the rights and obligations of Cox in accordance with the provisions of the Delaware Limited Liability Act.

2. **Effective Time of Merger.** The Merger shall become effective when a properly executed Certificate of Merger is duly filed with the Secretary of State of the State of Delaware, which filing shall be made as soon as practicable after the execution and delivery of this Agreement. When used in this Agreement, the term "Effective Time" shall mean the date and time at which such Certificate of Merger is so filed.

3. **Certificate of Formation.** The certificate of formation of the Surviving LLC at the Effective Time shall be the Certificate of Formation of the Surviving LLC.

4. **LLC Agreement.** The Limited Liability Company Agreement of the Surviving LLC at the Effective Time shall be the Limited Liability Company Agreement of LBM.

5. **Member.** The sole member of the Surviving LLC shall be HD Supply Holdings, LLC, a Florida limited liability company.

6. **Name.** The name of the Surviving LLC will be "LBM Holdings, LLC."

7. **Merger Consideration.** The ultimate owner of the Merging Entities and the Surviving LLC are identical. Accordingly, each issued share of Cox shall, from and after the effective time of the Merger, be cancelled.

8. **Closing.** The closing of the Merger (the "Closing Date") shall take place immediately upon the execution and delivery of this Agreement.

9. **Survival of Representations, Warranties, Covenants and Agreements.** The representations, warranties, covenants and agreements contained in this Agreement or in any certificate or other document delivered pursuant hereto or in connection herewith shall survive after the Closing Date without limitation as to time.

10. **Amendments, Etc.** No amendment, modification or waiver of any provision of this Agreement, nor consent to any departure by either party herefrom, shall in any event be effective unless the same shall be in writing and signed by the parties hereto, and then such amendment, modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given.

11. **Successors, Assigns and Third Party Beneficiaries.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns; *provided* that neither this Agreement nor any of the rights hereunder may be assigned by any of the parties hereto without the consent of the other party.

12. **Further Assurances.** From time to time, without further consideration, each party hereto, at the expense of the other party, will promptly execute and deliver all other documents, and take all further action, that such party may reasonably request in order to effectuate the Merger and to protect the rights and remedies created or intended to be created hereunder.

13. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

14. **Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same agreement.

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TALLAHASSEE, FLORIDA

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or representatives thereunto duly authorized, as of the date first above written.

COX LUMBER CO.

By: _____
Ricardo Nunez, Vice President and Secretary

LBM HOLDINGS, LLC

By: HD Supply Holdings, LLC, Sole Member

By: _____
Ricardo Nunez, Vice President and Secretary