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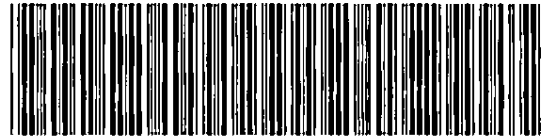
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3458 Lakeshore Drive, Tallahassee, FL 32312
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Name:	White Cap, L.P.
Document #:	
Order #:	13730306

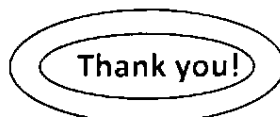
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157.50



COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: White Cap, L.P.

Name of Surviving Party

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

Katie Wroten

Contact Person

Alston & Bird LLP

Firm/Company

1201 W. Peachtree Street

Address

Atlanta, GA 30309

City, State and Zip Code

katie.wroten@alston.com

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


For further information concerning this matter, please call:

Katie Wroten

(Name of Contact Person)

at (224) 406-0524

(Area Code and Daytime Telephone Number)

 Certified copy (optional) \$52.50

Mailing Address:

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address:

Amendment Section
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

**Certificate of Merger
For
Florida Limited Partnership or Limited Liability Limited Partnership**

The following Certificate of Merger is submitted in accordance with s. 620.2108, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
White Cap, L.P.	Florida	Limited Partnership
Hub Construction Specialties, Inc.	California	Corporation

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
White Cap, L.P.	Florida	Limited Partnership

THIRD: The date the merger is effective under the governing laws of the

surviving party is: June 14, 2021.

(NOTE: If survivor is a Florida limited partnership or limited liability limited partnership, effective date cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State. If survivor is not a Florida limited partnership or limited liability limited partnership, effective date shall be as provided in survivor's governing statute.)

FOURTH: The merger was approved by each party as required by its governing law.

FIFTH: If the surviving party is a foreign organization not qualified to transact business in this state, the street address and mailing address of an office which the Florida Department of State may use for the purposes of s. 620.2109(2), F.S., are as follows:

Street address:

Mailing address:

SIXTH: Other provisions, if any, relating to the merger:

See attached.

EIGHTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Construction Supply Holdings, LLC, as general partner of White Cap, L.P.	<u>Susan V. Stucker</u>	Susan V. Stucker, GC and Secretary of Construction Supply Holdings, LLC
Hub Construction Specialties, Inc.	<u>Susan V. Stucker</u>	Susan V. Stucker, GC and Secretary

Corporations:	Chairman, Vice Chairman, President or Officer (If no directors selected, signature of incorporator.)
General Partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of a member or authorized representative

Fees: \$35.00 Per Party

Certified Copy (optional): \$8.75

AGREEMENT AND PLAN OF MERGER

Pursuant to this Agreement and Plan of Merger dated as of the 14th day of June, 2021, Hub Construction Specialties, Inc., a California corporation ("Corporation") and an indirect wholly-owned subsidiary of White Cap, L.P., a Florida limited partnership ("Parent"), shall be merged with and into Parent.

SECTION 1 **DEFINITIONS**

1.1 Effective Time. "Effective Time" shall mean the date and time on which the Merger contemplated by this Agreement and Plan of Merger becomes effective pursuant to the laws of the States of California and Florida, as determined in accordance with Section 2.2 of this Agreement and Plan of Merger.

1.2 Merger. "Merger" shall refer to the merger of Corporation with and into Parent as provided in Section 2.1 of this Agreement and Plan of Merger.

1.3 Merging Company. "Merging Company" shall refer to Hub Construction Specialties, Inc.

1.4 Surviving Company. "Surviving Company" shall refer to White Cap, L.P. as the entity surviving the Merger.

SECTION 2 **TERMS OF MERGER**

2.1 Merger. Subject to the terms and conditions set forth in this Agreement and Plan of Merger, at the Effective Time, the Merging Company shall be merged with and into the Surviving Company in accordance with applicable law. Parent shall be the Surviving Company resulting from the Merger and shall continue to exist and to be governed by the laws of the State of Florida under the name "White Cap, L.P." The Merger shall be consummated pursuant to the terms of this Agreement and Plan of Merger which has been approved by the Board of Directors and the sole stockholder of the Merging Company and the general partner and majority limited partner of the Surviving Company. The Merging Company and the Surviving Company intend that (i) the Merger be consummated effective at such time CSG Corporate Acquisition, LLC, the Merging Company's sole shareholder, is treated as an entity disregarded as separate from Construction Supply Holdings II, LLC for U.S. federal and applicable state and local tax purposes pursuant to Treasury Regulation Section 301.7701-3 as a result of an election by CSG Corporate Acquisition, LLC to be treated as an entity disregarded as separate from Construction Supply Holdings II, LLC for U.S. federal and applicable state and local tax purposes pursuant to Treasury Regulation Section 301.7701-3 effective as of the date immediately prior to the effective date of the Merger, (ii) the Merger qualify as a tax-free liquidation of the Merging Company into Construction Supply Holdings II, LLC pursuant to Sections 337 and 332 of the Internal Revenue

Code of 1986, as amended and (iii) that this Agreement and Plan of Merger be adopted as a plan of liquidation of the Merging Company for U.S. federal and applicable state and local income tax purposes.

2.2 Effective Time. The Merger contemplated by this Agreement and Plan of Merger shall become effective upon the filing of a certificate of merger with each of the Florida Department of State and the Secretary of State of California.

2.3 Certificate of Limited Partnership. The Certificate of Limited Partnership of Parent as it exists at the Effective Time shall remain in full force and effect after the Effective Time and shall not be amended by virtue of the Merger.

2.4 Partnership Agreement. The Partnership Agreement of Parent as it exists at the Effective Time shall remain in full force and effect after the Effective Time and shall not be amended by virtue of the Merger.

2.5 General Partner. The General Partner of Parent shall continue to serve as the General Partner of Parent and shall hold office from and after the Effective Time until its respective successor is elected and qualified.

SECTION 3 MANNER OF CONVERTING SHARES

The issued and outstanding shares of Merging Company shall be cancelled and cease to exist by virtue of the Merger at the Effective Time. The issued and outstanding partnership interests of the Surviving Company shall remain issued and outstanding and will be unaffected by the Merger. No cash consideration will be exchanged between the Surviving Company and the Merging Company upon consummation of the Merger.

SECTION 4 ASSIGNMENT AND ASSUMPTION

By virtue of the Merger and without any other action, the Surviving Company shall succeed to all of Merging Company's rights, title, interests, obligations and liabilities, of any form, as of the Effective Time.

SECTION 5 FURTHER ASSURANCES


Each party to this Agreement and Plan of Merger agrees to do such things as may be reasonably requested by the other party in order to more effectively consummate or document the transactions contemplated by this Agreement and Plan of Merger.

[Signatures on following page]


IN WITNESS WHEREOF, the undersigned entities have caused this Agreement and Plan of Merger to be executed by their duly authorized signatories as of the date first above written.

MERGING COMPANY:

HUB CONSTRUCTION SPECIALTIES, INC.

By: 

Alan W. Sollenberger
President


By: 

Susan V. Stucker
General Counsel and Secretary

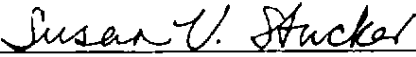
SURVIVING COMPANY:

WHITE CAP, L.P.

By: Construction Supply Holdings, LLC
its general partner

By: 

Alan W. Sollenberger
President of Construction Supply Holdings, LLC

By: 

Susan V. Stucker
General Counsel and Secretary of Construction
Supply Holdings, LLC