

A0400000 1834

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



400409738654

Merge

FILED
2023 JUN -5 AM 9:42
TALLAHASSEE, FLORIDA

RECEIVED
2023 JUN -5 AM 11:23
TALLAHASSEE, FLORIDA

A. RAMSEY

JUN . 6 2023

CORPORATION SERVICE COMPANY
1201 Hays Street
Tallahassee, FL 32301
Phone: 850-558-1500

ACCOUNT NO. : I20000000195

REFERENCE : 791215 8323218

AUTHORIZATION :

COST LIMIT :

\$50.00

ORDER DATE : June 5, 2023

ORDER TIME : 8:59 AM

ORDER NO. : 791215-010

CUSTOMER NO: 8323218

ARTICLES OF MERGER

CW-MA HOLDINGS, INC.

INTO

WHITE CAP, L.P.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

 CERTIFIED COPY
XX PLAIN STAMPED COPY

CONTACT PERSON: Alexxis Weiland-sorenson

EXAMINER'S INITIALS: _____

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:

Heather White

Contact Person

White Cap Supply Holdings, LLC

Firm/Company

6250 Brook Hollow Pkwy., Suite 100

Address

Norcross, GA 30071

City, State and Zip Code

heather.white@whitecap.com

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

For further information concerning this matter, please call:

Brian Harris

at (404) 583-3865

Name of Contact Person

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

FILED

**Certificate of Merger
For
Florida Partnership**

2023 JUN -5 AM 9:42

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The following Certificate of Merger is submitted in accordance with s. 620.8918, 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>
CW-MA Holdings, Inc.	Delaware	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: _____.

(NOTE: If survivor is a Florida 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 partnership, effective date shall be as provided in the governing law of the surviving party.)

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. 620.8919(2), F.S., are as follows:

Street address:

Mailing address:

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

See attached Agreement and Plan of Merger

SEVENTH: Signature(s) for Each Party:

(Merger must be signed by all general partners of each partnership and by the authorized representative of each other party.)

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
CW-MA Holdings, Inc.	<i>Susan V. Stucker</i>	Susan V. Stucker, Secretary
White Cap. L.P.	<i>Susan V. Stucker</i>	Susan V. Stucker, Secretary of
		Construction Supply Holdings, LLC,
		its General Partner

Fees: Filing Fees: \$25.00 Per Party
 Certified Copy: \$52.50 (Optional)
 Certificate of Status: \$8.75 (Optional)

AGREEMENT AND PLAN OF MERGER

Pursuant to this Agreement and Plan of Merger dated as of the 22nd day of May, 2023, CW-MA Holdings, Inc., a Delaware corporation ("Company"), 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 Delaware 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 Company with and into Parent as provided in Section 2.1 of this Agreement and Plan of Merger.

1.3 Merging Company. "Merging Company" means CW-MA Holdings, Inc., a Delaware corporation, with a principal office and mailing address of 6250 Brook Hollow Parkway, Suite 100, Norcross, Georgia, 30071. The entity identification number of the Merging Company is 5519015.

1.4 Surviving Company. "Surviving Company" means White Cap, L.P., a Florida limited partnership, with a principal office and mailing address of 6250 Brook Hollow Parkway, Suite 100, Norcross, Georgia, 30071, as the entity surviving the Merger. The entity identification number of the Surviving Company is A04000001834.

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 managing member of the Merging Company and the general partner and majority limited partner of the Surviving Company. Each of the Merging Company and the Surviving Company is treated as an entity disregarded as separate from the Surviving Company's majority limited partner and sole member of the Surviving Company's general partner, White Cap Supply Holdings II, LLC, a Delaware limited liability company (f/k/a Construction Supply Holdings II, LLC), for U.S. federal and applicable state and local income tax purposes. The Merging Company and the Surviving Company intend that the Merger be treated as a disregarded transaction 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 be effective at 12:02 A.m. Eastern Time on May 26, 2023.

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 MEMBERSHIP INTERESTS

The issued and outstanding membership interests of Merging Company shall be cancelled and cease to exist without consideration 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:

CW-MA HOLDINGS, INC.

By: Susan V. Stucker
Susan V. Stucker
General Counsel and Secretary

SURVIVING COMPANY:

WHITE CAP, L.P.

By: Construction Supply Holdings, LLC
its general partner

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