

# AD4000001836

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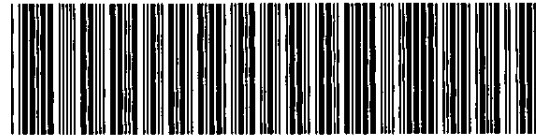
(Business Entity Name)

(Document Number)

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DEPARTMENT OF STATE  
TALLAHASSEE, FLORIDA

FEB 4 2013

T. ROBERTS



CORPORATION SERVICE COMPANY

ACCOUNT NO. : I20000000195

REFERENCE : 508957 4321592

AUTHORIZATION :

COST LIMIT : \$ 87.50

ORDER DATE : 02-04-13

ORDER TIME : 8:30 AM

ORDER NO. : 508957-010

CUSTOMER NO: 4321592

ARTICLES OF MERGER

HD SUPPLY ELECTRICAL LLC

INTO

HD SUPPLY UTILITIES, LTD.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

\_\_\_\_ CERTIFIED COPY  
XX \_\_\_\_\_ PLAIN STAMPED COPY

CONTACT PERSON: Carina L. Dunlap

EXAMINER'S INITIALS: \_\_\_\_\_

FILED  
2013 FEB -4 PM 1:38  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**CERTIFICATE OF MERGER  
OF  
HD SUPPLY ELECTRICAL LLC  
WITH AND INTO  
HD SUPPLY UTILITIES, LTD.**

February 4, 2013

Pursuant to Section 608.4382 of the Florida Limited Liability Company Act (the "LLC Act") and Section 620.2108 of the Florida Revised Uniform Limited Partnership Act of 2005 (the "FRULPA"), the merging entities do hereby certify, as follows:

I.

The name and state of incorporation or organization of each entity which is merging is as follows:

| <u>Name</u>               | <u>State of Incorporation/<br/>Organization</u> | <u>Form/Entity Type</u>   |
|---------------------------|---|---------------------------|
| HD Supply Electrical LLC  | Florida   | Limited Liability Company |
| HD Supply Utilities, Ltd. | Florida   | Limited Partnership       |

II.

Pursuant to an Agreement and Plan of Merger (the "Plan of Merger") attached hereto as Exhibit A, HD Supply Electrical LLC, a Florida limited liability company (the "Merging Company"), will merge with and into HD Supply Utilities, Ltd., a Florida limited partnership ("HDS Utilities"). HDS Utilities will be the surviving entity following the merger (hereinafter sometimes referred to as the "Surviving Entity").

III.

The Plan of Merger is attached hereto as Exhibit A.

III.

This Certificate of Merger shall be effective as of the date of filing.

IV.

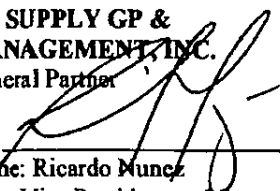
Pursuant to the provisions of Section 608.4381 of the LLC Act and Section 620.2107 of the FRULPA and each organization's governing documents, the Plan of Merger was duly approved by the sole member of the Merging Company and by the general partner and limited partners of HDS Utilities.

*(Signatures appears on the following pages)*

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Merger as of the date first set forth above.

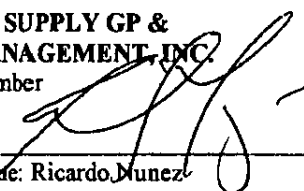
**HD SUPPLY UTILITIES, LTD.**

By: **HD SUPPLY GP &  
MANAGEMENT, INC.**  
Its: General Partner

By:   
Name: Ricardo Nunez  
Title: Vice President and Secretary

**HD SUPPLY ELECTRICAL LLC**

By: **HD SUPPLY GP &  
MANAGEMENT, INC.**  
Its: Member

By:   
Name: Ricardo Nunez  
Title: Vice President and Secretary

**Exhibit A**

**Plan of Merger**

[See attached.]

**AGREEMENT AND PLAN OF MERGER  
OF  
HD SUPPLY ELECTRICAL LLC  
WITH AND INTO  
HD SUPPLY UTILITIES, LTD.**

**THIS AGREEMENT AND PLAN OF MERGER** (this "Plan") is by and between HD Supply Electrical LLC, a Florida limited liability company (the "Merging Company"), and HD Supply Utilities, Ltd., a Florida limited partnership (the "Surviving Company") (the Merging Company and the Surviving Company are hereinafter collectively referred to as the "Constituent Entities").

**BACKGROUND STATEMENT**

The Surviving Company owns 100% of the membership interests of the Merging Company. The Member of the Merging Company and the General Partner and Limited Partners of the Surviving Company have determined that it is in the best interests of the Constituent Entities to merge to more efficiently and effectively transact and carry on their respective businesses (the "Merger").

**PLAN AND AGREEMENT**

In consideration of the premises and pursuant to the terms and conditions hereinafter set forth, the parties to this Plan agree that, in accordance with the terms of this Plan and the applicable statutes of the State of Florida, the Constituent Entities shall make appropriate filings with the Department of State of the State of Florida, the Merging Company shall be merged with and into the Surviving Company, and the terms and conditions of the Merger and the means by which the Merger shall be effectuated are as follows:

1. *The Merger and Surviving Company.* At the Effective Time (as hereinafter defined) of the Merger, pursuant to the Florida Revised Uniform Limited Partnership Act of 2005 (the "FRULPA"), the Merging Company shall be merged with and into the Surviving Company, with the Surviving Company continuing to exist after the Merger as a limited partnership created and governed by the laws of the State of Florida under the name of "HD Supply Utilities, Ltd."

2. *Effective Time of the Merger.* The Merger shall become effective upon filing (the "Effective Time").

3. *Effect of Merger.* The separate existence of the Merging Company shall cease upon the Effective Time pursuant to the laws of the State of Florida, and the Surviving Company shall continue its existence as the Surviving Company pursuant to the provisions of the FRULPA. Without limiting any provisions of applicable law, at the Effective Time:

- (a) the Constituent Entities shall be merged into a single limited partnership, which shall be the Surviving Company;
- (b) the separate existence of the Merging Company shall cease;
- (c) the Surviving Company shall have all of the rights, privileges, immunities and powers and shall be subject to all the duties and liabilities of a limited partnership organized under the FRULPA;

(d) the Surviving Company shall possess all the rights, privileges, immunities and franchises of each of the Constituent Entities;

(e) all property, real, personal and mixed, and all debts due on whatever account, and all other choses in action, all other effects under the FRULPA, and all and every other interest, of or belonging to or due to each of the Constituent Entities, shall be taken and deemed to be transferred to and vested in the Surviving Company without further act or deed;

(f) title to any real estate, or any interest therein, vested in either of the Constituent Entities shall not revert or be in any way impaired by reason of the Merger;

(g) the Surviving Company shall be responsible and liable for all of the liabilities, obligations and penalties of each of the Constituent Entities;

(h) any claim existing or action or proceeding, civil or criminal, pending by or against either of the Constituent Entities may be prosecuted as if the Merger had not taken place or the Surviving Company may be substituted in its place, and any judgment rendered against either of the Constituent Entities may be enforced against the Surviving Company; and

(i) neither the rights of creditors nor any liens upon the property of either of the Constituent Entities shall be impaired by the Merger.

4. *Cancellation of the Merging Company's Membership Interests.* The issued membership interests of the Merging Company shall not be converted or exchanged in any manner, but each said interest which is issued and outstanding as of the Effective Time shall be surrendered and extinguished and no payment shall be made in respect thereof.

5. *Surviving Company Limited Partnership Units.* The issued limited partnership units of the Surviving Company shall not be converted in any manner, but such limited partnership units which are issued and outstanding as of the Effective Time shall continue to represent limited partnership units of the Surviving Company.

6. *Certificate of Limited Partnership.* The Certificate of Limited Partnership following the Merger shall be the Certificate of Limited Partnership of the Surviving Company.

7. *General Partner and Officers.* The General Partner of the Surviving Company as of the Effective Time shall be the General Partner of the Surviving Company until changed in accordance with the Agreement of Limited Partnership of the Surviving Company and applicable law. The General Partner of the Surviving Company is hereby authorized, empowered and directed to do any and all acts and things, and to make, execute, deliver, file, and/or record any and all instruments, papers, and documents which shall be or become necessary, proper or convenient to carry out or put into effect any of the provisions of this Plan or of the Merger.

8. *Amendment; Termination and Abandonment.* This Plan may be supplemented or amended in any manner at any time and from time to time prior to the Effective Time by the mutual consent of the Surviving Company and the Merging Company without any action by the limited partners of the Surviving Company or the Member of the Merging Company; provided, however, that any amendment, modification or supplement to this Plan that provides for any

changes in the Certificate of Limited Partnership of the Surviving Company shall require the approval of the Partners of the Surviving Company. This Plan may be terminated and the Merger abandoned at any time prior to the filing of a certificate of merger with the Department of State of the State of Florida by action taken by the Member of the Merging Company and the General Partner and Limited Partners of the Surviving Company.

9. *Further Assurances.* If at any time the Surviving Company shall consider or be advised that any further assignments or assurances or any other things are necessary or desirable to vest in the Surviving Company, in accordance with the terms of this Plan, the title of any property or rights of the Merging Company, or otherwise to carry out this Plan or the Merger, the last acting Manager, officers and Member of the Merging Company or the corresponding officers and General Partner of the Surviving Company shall and will execute and make all such proper assignments and assurances and do all things necessary or proper to vest title in such property or rights in the Surviving Company, or otherwise to carry out this Plan or the Merger.

10. *Tax Treatment.* Solely for federal and state income tax purposes, the Merger shall be treated as if the Merging Company was completely liquidated by its sole member in a liquidation under Section 332 of the Internal Revenue Code of 1986, as amended.

11. *Counterparts.* This Plan may be executed in multiple counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Plan or its terms to produce or account for more than one of such counterparts.

*(Signatures follow on next page)*



IN WITNESS WHEREOF, this Plan is duly executed and delivered by a duly authorized officer of each of the Constituent Entities on February 4, 2013.

**THE MERGING COMPANY:**

**HD SUPPLY ELECTRICAL LLC**

By: **HD SUPPLY GP &  
MANAGEMENT, INC.**

Its: General Partner

By: 

Name: Ricardo Nunez

Title: Vice President and Secretary

**THE SURVIVING COMPANY:**

**HD SUPPLY UTILITIES, LTD.**

By: **HD SUPPLY GP &  
MANAGEMENT, INC.**

Its: General Partner

By: 

Name: Ricardo Nunez

Title: Vice President and Secretary

**AFFIDAVIT OF RICARDO NUÑEZ**

Personally appeared before me, the undersigned notary public, Ricardo Nuñez, who, after being sworn, stated as follows:

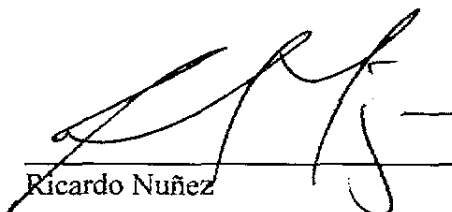
1.

I am the Vice President and Secretary of HD Supply GP & Management, Inc. (the "Company"). I have personal knowledge of every fact hereinafter set forth, and I make this affidavit for use in connection with certain filings with the Florida Department of State.

2.

A Certificate of Merger was filed with the Florida Department of State with regard to the merger of HD Supply Electrical LLC (Document Number L13000016745) with and into HD Supply Utilities, Ltd. (Document Number A04000001836). I executed such Certificate of Merger, along with an Agreement and Plan of Merger that was attached thereto, as an officer of the Company, on behalf of HD Supply Electrical LLC. The Certificate of Merger and the Agreement and Plan of Merger inadvertently misstated the capacity in which the Company executed such documents on behalf of HD Supply Electrical LLC; in each case, the filed documents should have stated that the Company executed the documents in its capacity as the Manager of HD Supply Electrical LLC.

This 26 day of February, 2013.

  
\_\_\_\_\_  
Ricardo Nuñez

Sworn to and subscribed before me

This 26 day of February, 2013.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: Feb 22, 2014

[NOTARY SEAL]

