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**MERGER OR SHARE EXCHANGE
HD Supply Holdings, LLC**

Certificate of Status	0
Certified Copy	0
Page Count	08
Estimated Charge	\$60.00

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Merger

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Help

**ARTICLES OF MERGER
OF
HSI IP, INC.
WITH AND INTO
HD SUPPLY HOLDINGS, LLC**

FILED
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to Section 608.4382 of the Florida Limited Liability Company Act (the "Act"), the undersigned surviving limited liability company does hereby certify, as follows:

I.

The name and state of incorporation of the entity which is merging is as follows:

<u>Name</u>	<u>State of Incorporation</u>
HSI IP, Inc.	Delaware

II.

Pursuant to an Agreement and Plan of Merger (the "Plan of Merger"), HSI IP, Inc., a Delaware corporation (the "Merging Company") will merge with and into HD Supply Holdings, LLC, a Florida limited liability company ("HD Supply Holdings"). HD Supply Holdings will be the surviving entity following the merger (hereinafter sometimes referred to as the "Surviving Company").

III.

The Plan of Merger is attached hereto as Exhibit A.

IV.

These Articles of Merger shall be effective on July 29 2016 at 11:59 pm Eastern time.

V.

The Articles of Organization of HD Supply Holdings shall continue in full force and effect as the Articles of Organization of the Surviving Company.

VI.

The Plan of Merger has been approved by the Merging Company in accordance with the applicable provisions of the Delaware Corporation Law, and by the sole manager and member of HD Supply Holdings in accordance with Section 608.4381 of the Act on July 29, 2016.

(Signature appears on the following page)

IN WITNESS WHEREOF, the undersigned has executed this Certificate of
Merger on July 22 2016.

HD SUPPLY HOLDINGS LLC

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

Its: Manager

By: 

Name: Dan S. McDevitt

Title: General Counsel and Corporate
Secretary

SIGNATURE PAGE TO CERTIFICATE OF MERGER
(HSI IP, INC. WITH AND INTO HD SUPPLY HOLDINGS LLC)

Exhibit A

Plan of Merger

(See attached.)

**AGREEMENT AND PLAN OF MERGER
OF
HSI IP, INC.
WITH AND INTO
HD SUPPLY HOLDINGS, LLC**

THIS AGREEMENT AND PLAN OF MERGER (this "Plan") is by and between HSI IP, Inc., a Delaware corporation (the "Merging Company"); and HD Supply Holdings, LLC, a Florida limited liability company (the "Surviving Company"). Collectively, the Merging Company and the Surviving Company are referred to herein as the "Constituent Entities."

BACKGROUND STATEMENT

HD Supply Inc., a Delaware corporation (the "Parent Company") owns, directly or indirectly, all of the issued and outstanding equity interests of each of the Constituent Entities. The board of directors and the stockholder of the Merging Company, on the one hand, and the Manager and the sole member of the Surviving Company, on the other hand, 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 and the State of Delaware, the Constituent Entities shall make appropriate filings with the Secretary of State of the State of Florida and the Secretary of State of the State of Delaware, pursuant to which 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 each of the Florida Limited Liability Company Act (the "FLICA") and the Delaware General Corporation Law (the "DGCL"), 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 liability company created and governed by the laws of the State of Florida under the name of "HD Supply Holdings, LLC."

2. *Effective Time of the Merger.* The Merger shall become effective on July 29 2016 at 11:59 p.m. Eastern time (the "Effective Time").

3. *Manager of the Surviving Company.* The Manager of the Surviving Company is:

HD Supply GP & Management, Inc.
c/o HD Supply, Inc.
3100 Cumberland Boulevard
Suite 1700
Atlanta, Georgia

4. *Effect of Merger.* The separate existence of the Merging Company shall cease upon the Effective Time pursuant to the DGCL; and HD Supply Holdings, LLC shall continue its existence as the Surviving Company pursuant to the provisions of the FLLCA, without limiting any provisions of applicable law, at the Effective Time:

- (a) the Constituent Entities shall be merged into a single limited liability company, 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 liability company organized under the FLLCA;
- (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 FLLCA or the DGCL, as applicable, 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 any 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 any 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 any of the Constituent Entities shall be impaired by the Merger.

5. *Cancellation of the Merging Company's Equity Interests.* The shares of capital stock of the Merging Company shall not be converted or exchanged in any manner, but each said share which is issued and outstanding as of the Effective Time shall be surrendered and extinguished and no payment shall be made in respect thereof.

6. *Surviving Company Membership Interests.* The issued membership interests of the Surviving Company shall not be converted in any manner, but such membership interests which are issued and outstanding as of the Effective Time shall continue to represent membership interests of the Surviving Company.

7. *Articles of Organization.* The Articles of Organization of the Surviving Company in effect as of the Effective Time shall continue to be the Articles of Organization of the Surviving Company following the Merger.

8. *Manager and Officers.* The Manager of the Surviving Company as of the Effective Time shall be the Manager of the Surviving Company until changed in accordance with the Operating Agreement of the Surviving Company and applicable law. The persons who are the officers of the Surviving Company as of the Effective Time shall be the officers of the Surviving Company until changed in accordance with the Operating Agreement of the Surviving Company and the FLLCA. The Manager and the proper officers of the Surviving Company are 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.

9. *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 sole member of the Surviving Company or the stockholder of Merging Company; provided, however, that any amendment, modification or supplement to this Plan that provides for any changes in the Articles of Organization of the Surviving Company shall require the approval of the sole member 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, or articles of merger, as applicable, with the applicable Secretaries of State by action taken by the board of directors of the Merging Company and the Manager of the Surviving Company.

10. *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 directors of the Merging Company, or the corresponding officers and Manager 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.

11. *Tax Treatment.* Solely for federal and state income tax purposes, the Merger shall be treated as if the Merging Company were completely liquidated by its one hundred percent (100%) stockholder in a liquidation under Section 332 of the Internal Revenue Code of 1986, as amended.

12. *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 July 27, 2016.

THE MERGING COMPANY:

HSI IP, INC.

By:



Name: Dan S. McDevitt

Title: Vice President and Corporate
Secretary

THE SURVIVING COMPANY:

HD SUPPLY HOLDINGS, LLC

By: HD SUPPLY GP & MANAGEMENT, INC.
Its: Manager

By: 

Name: Dan S. McDevitt

Title: General Counsel and Corporate Secretary