

L14000176345

(Requestor's Name)

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(Address)

(City/State/Zip/Phone #)

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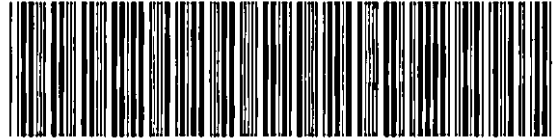
(Business Entity Name)

(Document Number)

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2022 NOV -1 PM 10:51

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CT CORP

3458 Lakeshore Drive, Tallahassee, FL 32312
850-656-4724

Date: 11/01/2022

Acc#120160000072

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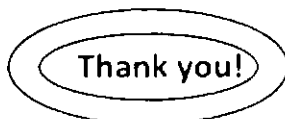
Name:	Coastal Construction Products, LLC
Document #:	
Order #:	14613997

Certified Copy of Arts & Amend:	<input type="checkbox"/>		
Plain Copy:	<input type="checkbox"/>		
Certificate of Good Standing:	<input type="checkbox"/>		
Certified Copy of	<input type="checkbox"/>		
Apostille/Notarial Certification:	<input type="checkbox"/>	Country of Destination:	
		Number of Certs:	

Filing: <input checked="" type="checkbox"/>	Certified: <input type="checkbox"/>
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	COGS: <input type="checkbox"/>

Availability _____
Document _____
Examiner _____
Updater _____
Verifier _____
W.P. Verifier _____
Ref# _____

Amount: \$	50.00
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COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Coastal Construction Products, LLC

Name of Surviving Party

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

Please return all correspondence concerning this matter to:

Gabrielle Galante

Contact Person

Squire Patton Boggs (US) LLP

Firm/Company

1211 Avenue of the Americas, 26th Floor

Address

New York, New York 10036

City, State and Zip Code

gabrielle.galante@squirepb.com

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

For further information concerning this matter, please call:

Gabrielle Galante at (212) 872 9816

Name of Contact Person

Area Code

Daytime Telephone Number

Certified copy (optional) \$30.00

STREET ADDRESS:

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:

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

2017. 4-1 17:19:51

FOURTH: Please check one of the boxes that apply to surviving entity: (if applicable)

- ☒ This entity exists before the merger and is a domestic filing entity, the amendment, if any to its public organic record are attached.
- ☐ This entity is created by the merger and is a domestic filing entity, the public organic record is attached.
- ☐ This entity is created by the merger and is a domestic limited liability limited partnership or a domestic limited liability partnership, its statement of qualification is attached.
- ☐ This entity is a foreign entity that does not have a certificate of authority to transact business in this state. The mailing address to which the department may send any process served pursuant to s. 605.0117 and Chapter 48, Florida Statutes is:

FIFTH: This entity agrees to pay any members with appraisal rights the amount, to which members are entitled under ss.605.1006 and 605.1061-605.1072, F.S.

SIXTH: If other than the date of filing, the delayed effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

N/A

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

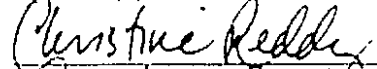
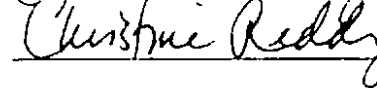
SEVENTH: Signature(s) for Each Party:

Name of Entity/Organization:

Coastal Construction Products, LLC

SECS Acquisition LLC

Signature(s):

Typed or Printed

Name of Individual:

Christine Reddy

Christine Reddy

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 an authorized person

<u>Fees:</u>	For each Limited Liability Company:	\$25.00	For each Corporation:	\$35.00
	For each Limited Partnership:	\$52.50	For each General Partnership:	\$25.00
	For each Other Business Entity:	\$25.00	<u>Certified Copy (optional):</u>	\$30.00

AGREEMENT OF MERGER

This Agreement of Merger (this "*Agreement*"), dated as of November 1, 2022, is by and between Coastal Construction Products, LLC, a Florida limited liability company (the "*Survivor*"), and SECS Acquisition LLC, a Delaware limited liability company (the "*Company*").

WHEREAS, Beacon Sales Acquisition, Inc., a Delaware corporation, is undergoing a restructuring of its subsidiaries in its legal entity structure (the "*Restructuring*");

WHEREAS, in connection with the Restructuring, Survivor, as the Company's sole member, (a) has determined that it is advisable and in the best interest of the Company to reorganize by merging the Company with and into the Survivor (the "*Merger*"), with the Survivor being the surviving entity; and (b) has approved this Agreement and the Merger, subject to the terms and conditions set forth in this Agreement; and

WHEREAS, in connection with the Restructuring, the Survivor's manager and sole member (i) has determined that it is advisable and in the best interest of the Survivor to complete the Merger, with the Survivor being the surviving entity; and (ii) has approved this Agreement and the Merger, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained in this Agreement, and intending to be legally bound hereby, the parties hereby agree as follows:

1. Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with Title XXXVI, Section 605.1021 through 605.1026 of the Florida Revised Limited Liability Company Act (the "*Florida Act*") and Title 6, Section 18-209 of the Delaware Limited Liability Act (the "*Delaware Act*"), the Company shall be merged with and into the Survivor at the Effective Time (as hereinafter defined). Following the Effective Time, the separate corporate existence of the Company shall cease, and the Survivor shall continue as the surviving company. The effects and consequences of the Merger shall be as set forth in this Agreement, the Florida Act and the Delaware Act.
2. Effective Time. Subject to the provisions of this Agreement, on the date hereof, the parties shall duly prepare, execute and file articles of merger (the "*Articles of Merger*") with the Department of State of the State of Florida and a certificate of merger (the "*Certificate of Merger*") with the Secretary of State of the State of Delaware with respect to the Merger. The Merger shall become effective upon the filing of the Articles of Merger and the Certificate of Merger (the "*Effective Time*").
3. Organizational Documents. The Amended and Restated Operating Agreement, as amended, of the Survivor in effect at the Effective Time shall be the Amended and Restated Operating Agreement of the Survivor until thereafter amended as provided therein or by the Florida Act, and the Articles of Organization, as amended, of the Survivor in effect at the Effective Time, shall be the Articles of Organization of the Survivor until thereafter amended as provided therein or by the Florida Act.

4. Effect of Merger. From and after the Effective Time, the Survivor shall (i) continue its existence, (ii) succeed, without other transfer, reversion or impairment to all the rights and property of the Company, (iii) be subject to all the debts, obligations and liabilities of the Company in the same manner as if the Survivor had itself incurred them, and (iv) vest in all the rights, privileges, immunities, powers, and purposes of the Company, except as otherwise provided in this Agreement or specified in the Florida Act or Delaware Act. All rights of creditors and all liens upon the property of the Company shall be preserved unimpaired, provided that such liens upon the property of the Company shall be limited to the property affected thereby immediately prior to the Effective Time. Any action or proceeding by or against the Company may be prosecuted to judgment, which shall bind the Survivor, or the Survivor may be proceeded against or substituted in its place. From and after the Effective Time, the Company shall cease to exist.
5. Managers and Officers. The managers and officers, as applicable, of the Survivor immediately prior to the Effective Time shall be the managers and officers of the Survivor from and after the Effective Time and shall hold office until the earlier of their respective death, resignation or removal or their respective successors are duly elected or appointed and qualified in the manner provided for in the Amended and Restated Operating Agreement, as amended, of the Survivor or as otherwise provided by the Florida Act.
6. Effect on Membership Interests. At the Effective Time, by virtue of the Merger and without any action on the part of the Company and the Survivor or the holders of any securities of the Company and the Survivor, all of the issued and outstanding membership interests or other equity interests of the Company shall be cancelled and cease to exist, and no consideration shall be delivered in exchange therefor. The outstanding membership units of the Survivor shall remain outstanding and are not affected by the Merger.
7. Entire Agreement. This Agreement, together with the Articles of Merger and the Certificate of Merger, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, representations and warranties, and agreements, both written and oral, with respect to such subject matter.
8. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.
9. No Third- Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.
10. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

11. Amendment and Modification; Waiver. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
12. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
13. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Delaware.
14. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Remainder of Page Intentionally Left Blank. Signature Page to Follow.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

SURVIVOR:

**COASTAL CONSTRUCTION
PRODUCTS, LLC**

By: Christine Reddy
Name: Christine Reddy
Title: Vice President

COMPANY:

SECS ACQUISITION LLC

By: Christine Reddy
Name: Christine Reddy
Title: Vice President