



**00812-Janitorial Products & Industrial Paper-Green**  
**Contract Amendment**

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Date Issued: 6/29/15

Effective Date: 7/31/15

Amendment Number: 1

Contractor Name: Interline Brands, DBA: AmSan, CleanSource, JanPak

This Contract Amendment is issued under the provisions of [the contract referenced above]. The changes authorized are within the scope of the original contract. All rights and obligations of the parties are governed by the terms of the original contract, including any subsequent amendments, which are hereby incorporated by reference.


**Purpose of Amendment**

Extend contract 00812-Janitorial Products & Industrial Paper-Green for an additional 24 month term. New Term is July 31, 2015 through July 30, 2017.

**Authorizing Signatures**

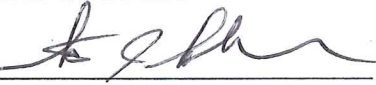
**For Contractor:**

**Marvin Wenger**, Interline Brands, DBA: AmSan,  
CleanSource, JanPak  
503-317-7568  
10680 SW Industrial Way  
Tualatin, OR 97062  
[marvin.wenger@amsan.com](mailto:marvin.wenger@amsan.com)


Signature   
Date June 29, 2015

**For State of Washington:**

**Scott Schumacher**, Contracts Specialist  
Contracts, Procurement, and Risk Management (CPRM)  
(360) 407-8527  
PO Box 41408  
Olympia WA 98504-1408  
[Scott.Schumacher@des.wa.gov](mailto:Scott.Schumacher@des.wa.gov)

Signature   
Date 7-15-15

**CPRM Authorizing Manager:**

Signature   
Date 7-15-15



## **Contract Amendment**

### **00812-Janitorial/Industrial Paper Supplies-Green**

**Date Issued:** 12/1/15

**Effective Date:** Upon DES execution

**Amendment Number:** 2

**Contractor Name:** Interline Brands

This contract amendment is issued under the provisions of DES Contract #00812. The changes authorized are within the scope of the original contract. All rights and obligations of the parties are governed by the terms of the original contract, including any subsequent amendments, which are hereby incorporated by reference.

#### **Purpose of Amendment**

To add:

##### **"CONTRACT SALES REPORT"**

The management fee will be based on total contract sales, which must be reported quarterly by the contractor in the Contract Sales Reporting System. DES will provide a login password and a required vendor number.

"Zero" sales: Contractor is required to report "zero" sales even if no sales occurred during the reporting period.

The report shall identify:

- A. Purchasers who have been invoiced for work orders awarded through this contract;
- B. Amounts invoiced for each purchaser during the reporting period

Report due dates:

<b>For sales invoiced during ...</b>	<b>Due date</b>
Q1 (Jan / Feb / March)	April 30
Q2 (April / May / June)	July 31
Q3 (July / Aug / Sept.)	Oct. 31
Q4 (Oct / Nov / Dec.)	Jan. 31


The report may be corrected or modified by DES with subsequent written notice to the contractor. Upon request, contractor is required provide contact information for all purchasers during the term of this contract.

A further description of the sales reporting requirement and the management fee based upon it can be found in sections 3.8 and 3.9 of Appendix A, Master Contract Terms and Conditions."

**Authorizing Signatures**

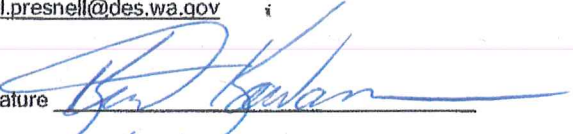
**For Contractor:**

**Kelly Tellegen,**  
**Interline Brands**  
(503) 317-7568  
10680 SW Industrial Way  
Tualatin, OR 97062  
[Kelly.tellegen@amsan.com](mailto:Kelly.tellegen@amsan.com)

Signature   
Date 12/2/15

**For State of Washington:**

**Farrell Presnell, Assistant Director**  
Contract, Procurement, & Risk Management (CPRM)  
(360) 407-8820  
PO Box 41411  
Olympia WA 98504-1411  
[farrel.presnell@des.wa.gov](mailto:farrel.presnell@des.wa.gov)

Signature   
Date 12/2/2015

<b>State of Washington</b> Contracts, Procurement, & Risk Management Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	<b>CONTRACT AMENDMENT</b>	
	Contract No.:	00812
<b>Interline Brands,</b> <b>DBA: AmSan CleanSource, JanPak</b> <b>10680 SW Industrial Way</b> <b>Tualatin, OR 97062</b>	Amendment No.:	Three
	Effective Date:	July 1, 2017

**THIRD AMENDMENT**  
**TO**  
**CONTRACT NO. 00812**  
**JANITORIAL/INDUSTRIAL PAPER SUPPLIES - GREEN**

This third Amendment ("Amendment") to Contract No. 00812 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State") and Staples Contract & Commercial, Inc., a Corporation in the State of Massachusetts ("Contractor") and is effective as of July 1, 2017.

**RECITALS**

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 00812 dated effective as of July 1, 2013 ("Contract").
- B. The Parties previously amended the Contract July 31, 2015 to extend the contract 00812 Janitorial/Industrial Paper Supplies – Green for an additional 24 month term. Term was amended to July 31, 2015 through July 30, 2017.
- C. The Parties intend to amend the Contract to extend the Contract term for 12 months, from August 1, 2017 through July 31, 2018.
- D. The Parties intend to amend the Contract to adjust the applicable Vendor Management Fee (VMF) for Contract purchases made on or after July 1, 2017. Contract purchases made prior to July 1, 2017 will be subject to the existing VMF and Contract purchases occurring on or after July 1, 2017 will be subject to the VMF set forth in this amendment.
- E. The amendment set forth herein is within the scope of the Contract.
- F. The Parties now desire to amend the Contract as set forth herein.

**AGREEMENT**

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

1. **TERM.** The Contract term is amended to extend the term such that it shall terminate July 31, 2018.
2. **VENDOR MANAGEMENT FEE.** Participating Addendum, dated September 6, 2013, is hereby amended by deleting the clause entitled Department of Enterprise Services Management fee, existing Section in its entirety and inserting the following in lieu thereof:

**VENDOR MANAGEMENT FEE.** Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 1.50 percent on the purchase price for all Contract sales (the purchase price is the total invoice price less applicable sales tax).

- (a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

Amount owed to Enterprise Services = Total Contract sales  
invoiced (not including sales tax) x .0150.

- (b) The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.
- (c) Enterprise Services will invoice Contractor quarterly based on Contract sales reported by Contractor. Contractor shall not remit payment until it receives an invoice from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference this Contract number, work request number (if applicable), the year and quarter for which the VMF is being remitted, and the Contractor's name as set forth in this Contract, if not already included on the face of the check.
- (d) Failure to accurately report total net sales, to submit a timely usage report, or remit timely payment of the VMF, may be cause for Master Contract termination or the exercise of other remedies provided by law.
- (e) Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and reserves the right to renegotiate Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing.

3. **NO CHANGE OTHER THAN AMENDMENT.** Except as amended herein, the Contract is unaffected and remains in full force and effect.
4. **INTEGRATED AGREEMENT; MODIFICATION.** This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
5. **AUTHORITY.** Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to

enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

6. ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
7. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**Signatory**

**Interline Brands,**

**DBA: AmSan, CleanSource, JanPak**

**A Florida Corporation**

By: 

Name: JIM HOINE

Title: REGIONAL SALES MGR

Date: 6/1/2017

STATE OF WASHINGTON

DEPARTMENT OF ENTERPRISE SERVICES

By: 

Name: Monya Tabor

Title: Contracts Specialist

Date: 6/29/17

<b>State of Washington</b> Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	<b>CONTRACT AMENDMENT</b>	
	Contract No.:	00812
<b>Interline Brands, Inc.</b> <b>DBA: AmSan Port Angeles</b> <b>3310 E Acorn Lane,</b> <b>Port Angeles, WA 98362</b>	Amendment No.:	Four
	Effective Date:	August 1, 2018

**FOURTH AMENDMENT**  
**TO**  
**CONTRACT NO. 00812**  
**JANITORIAL/INDUSTRIAL PAPER SUPPLIES - GREEN**

This Fourth Amendment ("Amendment") to Contract No. 00812 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State") and Interline Brands, Inc. doing business as AmSan Port Angeles, a New Jersey corporation ("Contractor") and is effective as of August 1, 2018.

**RECITALS**

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 00812 for Janitorial/Industrial Paper Supplies-Green dated effective as of July 1, 2013 ("Contract").
- B. The Parties previously amended the Contract three (3) times:
  - a. Amendment 1 effective July 31, 2015 (extending term)
  - b. Amendment 2 effective December 2, 2015 (add contract sales report)
  - c. Amendment 3 effective July 1, 2017 (extension and increase in vendor management fee)
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

**AGREEMENT**

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

- 1. **TERM.** The Contract is amended to extend the term thirty six (36) months, ending July 31, 2021.
- 2. **SSB 5883 § 147 PAY EQUALITY PROVISION.** The contract is hereby amended by adding the following clause Section 2.1 Pay Equality:

**2.1** Contractor represents and warrants that, as required by Washington state law (Laws of 2017, Chap. 1, § 147), during the term of this Master Contract for the time period of July 1, 2017 through June 30, 2019, it agrees to equality among its workers by ensuring similarly employed individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for its workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience, that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) days, Enterprise Services may suspend or terminate this Master Contract and any Purchaser hereunder similarly may suspend or terminate its use of the Master Contract and/or any agreement entered into pursuant to the Master Contract.

- 3** NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
- 4** INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
- 5** AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- 6** ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.



7. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

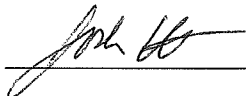
EXECUTED AND EFFECTIVE as of the day and date first above written.

**Signatory**

**INTERLINE BRANDS,  
A NEW JERSEY CORPORATION**

By:           *Kelly Tellegen*            
Name:           Kelly Tellegen            
Title:           Regional Manager            
Date:           06/20/2018          

**STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES**

By:                       
Name:           Josh Klika            
Title:           Procurement Supervisor            
Date:           6/21/18

<b>STATE OF WASHINGTON</b> Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	<b>CONTRACT ASSIGNMENT</b>	
	Contract No.:	00812
<b>ASSIGNOR</b> Home Depot U.S.A, Inc. 2455 Paces Ferry Rd SE Atlanta, GA 30339-1834	Effective Date:	August 1, 2021
<b>ASSIGNEE</b> HD Supply Facilities Maintenance, Ltd. 3400 Cumberland Blvd SE Atlanta GA, 30339-5939		

**AMENDMENT, ASSIGNMENT, ASSUMPTION, & CONSENT AGREEMENT FOR  
 CONTRACT No. 00812  
 JANITORIAL/INDUSTRIAL PAPER SUPPLIES - GREEN**

This Assignment, Assumption, and Consent Agreement ("Agreement") for Contract No. 00812 is made and entered into by and among the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State"), Home Depot U.S.A, Inc., a Delaware corporation ("Assignor"), and HD Supply Facilities Maintenance, Ltd., a Florida limited liability company ("Assignee") and is dated and effective as of August 1, 2021("Effective Date").

**RECITALS**

- A. State and Assignor entered into that certain Contract No. 00812 dated effective as of July 1, 2013, which is attached hereto as Exhibit A ("Contract");
- B. State and Assignor previously amended the Contract as follows:
  - By instrument titled First Amendment (dated June 29, 2015) to extend the term of the Contract twenty-four (24) months, ending July 31, 2015; and
  - By instrument titled Second Amendment (dated December 1, 2015), to include clarifying language regarding the reporting and vendor management fee requirements; and
  - By instrument titled Third Amendment (dated July 1, 2017) to extend the term of the Contract twelve (12) months, ending July 31, 2018; and
  - By instrument titled Fourth Amendment (dated August 1, 2018) to extend the term of the Contract thirty-six (36) months, ending July 31, 2021, and include SSB 5883 § 147 Pay Equality Provision.
- C. State and Assignor desire to further amend the Contract to extend the term of the Contract to its maximum term;

- D. Assignor desires to assign all of its rights, obligations, and liabilities under the Contract, as amended, to Assignee;
- E. Assignee desires to accept and assume all of the rights, obligations, and liabilities of Assignor under the Contract, as amended; and
- F. State desires to consent to such assignment, acceptance, and assumption.

#### AGREEMENT

Now THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below:

1. CONTRACT AMENDMENT. Section 1 of the Contract (Term) is hereby amended by deleting the existing Section 1 in its entirety and inserting the following in lieu thereof:
  1. TERM. The term of this Master Contract is one hundred twenty months (120) months, commencing July 1, 2013, and ending June 30, 2023.
2. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
3. ASSIGNMENT OF CONTRACT. As of the Effective Date, Assignor hereby conveys and assigns to Assignee, its successors and assigns, all of Assignor's rights, title, and interests in, to, and under the Contract. A copy of the Contract, with all modifications and amendments thereto, if any, is attached hereto as Exhibit A and made a part hereof.
4. ASSUMPTION OF CONTRACT. As of the Effective Date, Assignee hereby undertakes, accepts, and assumes the assignment of the Contract and assumes all duties and obligations of the Assignor under the Contract and covenants to perform and discharge the same as the Assignee of the Assignor.
5. CONSENT TO ASSIGNMENT & ASSUMPTION. State hereby consents to the foregoing assignment and assumption which is effective as of the Effective Date. Notwithstanding the foregoing, the parties hereto agree that State shall be entitled to pursue claims accruing or arising incident to the Contract on or before the Effective Date of this Agreement, and all its rights and remedies related to such claims, for (a) payments of indemnity now or hereafter due under the Contract from Assignor, and/or (b) insurance payments or proceeds.
6. INSURANCE. The State's consent to this Agreement is conditioned, in part, on Assignee's compliance with the Contract's insurance requirements. Accordingly, notwithstanding any provision to the contrary, within ten (10) calendar days, Assignee shall provide State with written confirmation that Assignee is in full compliance with all applicable insurance requirements set forth in the Contract. Assignee's failure to provide such timely written

confirmation shall constitute material breach of the Contract and shall entitle State to all applicable remedies.

7. NOTICES. Unless otherwise notified by Assignee, any notice to be provided pursuant to the Contract shall be delivered to Assignee at the following address:

Attn: Ran Garver  
HD Supply Facilities Maintenance,  
Ltd. 3 00 Cumberland Blvd SE  
Atlanta GA, 30339-5939  
Email: [ran.garver@hdsupply.com](mailto:ran.garver@hdsupply.com)

8. BINDING EFFECT. All provisions, covenants, and agreements herein shall be binding upon and inure to the benefit of, and be enforceable by or against, the parties hereto and their respective successors and assigns.
9. THIRD-PARTY BENEFICIARY. This Agreement is solely for the benefit of the parties hereto and their respective successors and assigns, and no other person has any right, benefit, priority, or interest under or because of the existence of this Agreement.
10. INTEGRATED AGREEMENT; MODIFICATION. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations and representations. This Agreement may not be modified except in writing signed by the parties.
11. AUTHORITY. Each party to this Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Agreement and that its execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
12. ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Agreement or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such other ancillary agreement for all purposes.
13. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the

parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Agreement.

**EXECUTED AND EFFECTIVE** as of the day and date first above written.

**ASSIGNOR**  
**HOME DEPOT U.S.A., INC.**  
**A DELAWARE CORPORATION**

By:  \_\_\_\_\_  
Name: Ran Garver  
Title: Director, Compliance  
Date: AUG 04 2022

**ASSIGNEE**  
**HD SUPPLY FACILITIES MAINTENANCE, LTD.**  
**A FLORIDA LIMITED LIABILITY COMPANY**

By:  \_\_\_\_\_  
Name: Ran Garver  
Title: Director, Compliance  
Date: AUG 04 2022

**STATE OF WASHINGTON**  
**DEPARTMENT OF ENTERPRISE SERVICES**

By: *Nick Ioanna* \_\_\_\_\_  
Name: Nicholas Ioanna  
Title: Procurement Supervisor  
Date: 8/4/2022

NI

**CONTACT TO BE ASSIGNED**

Contract No. 00812-Janitorial/Industrial Paper Supplies - Green (dated July 1, 2013)

As amended by:

- First Amendment (dated June 29, 2015); and
- Second Amendment (dated December 15, 2015); and
- Third Amendment (dated July 1, 2017); and
- Fourth Amendment (dated August 1, 2018).






# 20220804112320054 (003)

Final Audit Report

2022-08-04

Created:	2022-08-04
By:	Neva Peckham (neva.peckham@des.wa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5s6ejeqQ9ek7MYfilQKfsXLA1IIM9TcF

## "20220804112320054 (003)" History

-  Document created by Neva Peckham (neva.peckham@des.wa.gov)  
2022-08-04 - 5:27:34 PM GMT- IP address: 198.238.242.30
-  Document emailed to Nicholas Ioanna (nicholas.ioanna@des.wa.gov) for signature  
2022-08-04 - 5:28:19 PM GMT
-  Email viewed by Nicholas Ioanna (nicholas.ioanna@des.wa.gov)  
2022-08-04 - 5:44:44 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Nicholas Ioanna (nicholas.ioanna@des.wa.gov)  
Signature Date: 2022-08-04 - 5:45:20 PM GMT - Time Source: server- IP address: 198.238.242.30
-  Agreement completed.  
2022-08-04 - 5:45:20 PM GMT

# Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"INTERLINE BRANDS, INC.", A NEW JERSEY CORPORATION, WITH AND INTO "HOME DEPOT U.S.A., INC." UNDER THE NAME OF "HOME DEPOT U.S.A., INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE ON THE TWENTY-FIFTH DAY OF JANUARY, A.D. 2019, AT 8:35 O`CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE THIRD DAY OF FEBRUARY, A.D. 2019 AT 9 O`CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



  
Jeffrey W. Bullock, Secretary of State

2204347 8100M  
SR# 20190513203

Authentication: 202151715  
Date: 01-28-19

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)



CERTIFICATE OF MERGER

OF

Interline Brands, Inc.  
(a New Jersey corporation)

WITH AND INTO

Home Depot U.S.A., Inc.  
(a Delaware corporation)

Pursuant to Section 252 of the Delaware General Corporation Law, as amended (the “DGCL”), Home Depot U.S.A., Inc., a Delaware corporation (the “Company”), hereby certifies as follows:

FIRST: The name and state of organization of each of the constituent companies to the merger (the “Constituent Companies”) are as follows:

<u>Name</u>	<u>State of Organization</u>
Home Depot U.S.A., Inc.	Delaware
Interline Brands, Inc.	New Jersey

SECOND: An Agreement and Plan of Merger, dated as of January 25, 2019, effective as of 9:00 a.m. Eastern Standard Time on February 3, 2019 (the “Merger Agreement”), has been approved, adopted, certified, executed and acknowledged by each of the Constituent Companies in accordance with Section 252 of the DGCL, and the stockholders of each of the Constituent Companies have given their written consent thereto in accordance with Section 228 of the DGCL and Section 14A:5-6 of the New Jersey Business Corporation Act.

THIRD: The name of the surviving company of the merger shall be “Home Depot U.S.A., Inc.” (the “Surviving Company”).

FOURTH: The Certificate of Incorporation of the Company shall be the Certificate of Incorporation of the Surviving Company.

FIFTH: The executed Merger Agreement is on file at the office of the Surviving Company (or its successor), located at 2455 Paces Ferry Road, Building C-20, Atlanta, GA 30339.

SIXTH: A copy of the Merger Agreement will be furnished by the Surviving Company (or its successor), on request and without cost, to any stockholder of either Constituent Company.


SEVENTH: The authorized capital stock and par value of Interline Brands, Inc. is 100 shares of Common Stock, no par value per share, and 1 share of Preferred Stock, \$0.01 par value per share.

EIGHTH: This Certificate of Merger, and the merger provided for herein, shall become effective at 9:00 a.m. Eastern Standard Time on February 3, 2019.

*(signature page follows)*

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Merger.

HOME DEPOT U.S.A., INC.

By:   
Name: Teresa Wynn Roseborough  
Title: Executive Vice President – General  
Counsel and Corporate Secretary

Dated: January 21, 2019

*[Signature Page to Certificate of Merger]*