Articles of Conversion - Business Entities

Secretary of State - Corporation Division - 255 Capitol St NE, Suite 151 -

FILED: OCT 29, 2021
OREGON SECRETARY OF STATE

15081318-22720843

REGISTRY NUMBER: 150813-18

JOHNSTONE SUPPLY, LLC CNV

In accordance with Oregon Revised Statute 192.410-192.490, the information on this application is public record. We must release this information to all parties upon request and it will be posted on our website.

For office use only

Please Type or Print Legibly in Black Ink. Attach Additional Sheet if Necessary.

1. **Name of Business Entity Prior to Conversion:** Johnstone Supply, Inc.
2. **Type of Business Entity Prior to Conversion:** Cooperative Corporation
3. **Name of Business Entity After Conversion:** Johnstone Supply, LLC
4. **Type of Business Entity After Conversion:** Limited Liability Company
5. **Will the converted entity have continued existence in Oregon?** Yes ☒ No ☒
6. **If no, where will the jurisdiction be?** Delaware
7. **Select one of the following:**
   - ☒ A copy of the plan of conversion is attached.
   - ☐ Address where the plan of conversion is on file.

   Address _____

   City _____ State _____ Zip Code _____

   A copy will be provided upon request to any owner, member or shareholder at no cost. Each party (as specified by the statute) to the conversion obtained authorization and approval in accordance with the statutes that govern the business entity.
8. **Provide additional information required for new entity type. (Required)**

   The Certificate of Good Standing from Delaware is attached hereto.
9. **Oregon Corporation and Limited Liability Company Requirement:**
   ☐ Oregon Corporations and Limited Liability Companies comply with House Bill 2191 by attaching an information change form or document that includes the Principal Place of Business and Individual with Direct Knowledge.
10. **Execution:** (Must be signed by an officer or director for a corporation, a member or manager for a limited liability company, a general partner for a limited partnership, or a partner for a limited liability partnership.)
    I declare as an authorized signer, under penalty of perjury, that this document does not fraudulently conceal, obscure, alter, or otherwise misrepresent the identity of any person including officers, directors, employees, members, managers or agents. This filing has been examined by me and is, to the best of my knowledge and belief, true, correct and complete. Making false statements in this document is against the law and may be penalized by fines, imprisonment, or both.

Signature:	Printed Name:	Title:
DocuSigned by: Jeffrey Sheehan 1FBC812DF42045A...	Jeffrey Sheehan	Manager

CONTACT NAME: (To resolve questions with this filing)

Shane Devins per call w/ Shane

PHONE NUMBER: (Include area code)

503-226-5743

FEES	
Domestic Required Processing Fee	$100
Foreign Required Processing Fee	$275

Processing Fees are nonrefundable. Please make check payable to "Corporation Division".

Free copies are available at sos.oregon.gov/business using the Business Name Search program.

PLAN OF CONVERSION
OF
JOHNSTONE SUPPLY, INC.
INTO
JOHNSTONE SUPPLY, LLC

This PLAN OF CONVERSION ("Plan of Conversion") is adopted as of October 29, 2021 by Johnstone Supply, Inc., an Oregon cooperative corporation (the "Company").

Introduction

The Board of Directors of the Company (the "Board") has determined that it is desirable for, and in the best interest of, the Company to convert into a limited liability company organized under the laws of the State of Delaware (the "Conversion") pursuant to the terms and conditions of this Plan of Conversion and in accordance with the applicable provisions of the Limited Liability Company Act of the State of Delaware (the "LLC Act") and the Oregon Cooperative Corporation Act (the "Cooperative Act"). Accordingly, the Company agrees that it shall effect the Conversion as follows:

1. Conversion.

1.1 The Conversion. As of the Effective Time (as defined in Section 1.2 hereof), (a) the Company shall be converted into a Delaware limited liability company to be known as "Johnstone Supply, LLC" (the "LLC"); (b) the membership interests of the Company shall, by virtue of the Conversion and without any action on the part of the holder thereof, be converted into the membership interest and limited liability company interests in the LLC as follows: one Company Unit (as defined in the LLC Agreement (as defined below)) shall be issued to each cooperative member of the Company for each US $1.00 of consideration to be delivered to such cooperative member (including cash and the value of Company Units that are Rollover Units (as defined in the Merger Agreement)) under that certain Agreement and Plan of Conversion and Merger, dated as of August 23, 2021, by and among Johnstone Supply Buyer, LLC, Annandale Merger Sub, LLC, the Company and certain Members' Representatives party thereto (as amended, modified, supplemented or waived from time to time, the "Merger Agreement")), a copy of which has been provided to all members of the Company, with such consideration to be allocated to the cooperative members in accordance with Article IV of the Amended and Restated Articles of Incorporation of the Company adopted September 16, 2020 and filed with the Oregon Secretary of State October 9, 2020; and (c) the current cooperative members of the Company shall become the members of the LLC.

1.2 Effective Time. After the execution of this Plan of Conversion, but in no event later than one business day thereafter, a Certificate of Conversion and a Certificate of Formation shall be filed with the Secretary of State of the State of Delaware. The Conversion shall become effective on the date and as of the time of such filing or at such other time as stated in the Certificate of Conversion and the Certificate of Formation (the "Effective Time").

1.3 Governing Documents. As of the Effective Time, (a) the Company's articles of incorporation and bylaws shall terminate and shall have no further force and effect, and (b) the LLC will be governed by the terms and conditions of the Certificate of Formation and limited liability company operating agreement of the LLC (the "LLC Agreement"), in the respective forms as set forth in Exhibit A and Exhibit B until amended in accordance with the provisions thereof and applicable law.

1.4 Effect of Conversion. At the Effective Time, the Company shall convert into the LLC in the manner and as more fully set forth in Section 18-214 of the LLC Act and Section 613 of the Cooperative Act. Except as set forth herein, all acts, plans, policies, agreements, arrangements, approvals and authorizations of the Company, Board and committees thereof, officers and agents, which were valid and effective immediately prior to the Effective Time, shall remain in effect after the Conversion and shall be taken for all purposes as the acts, plans, policies, agreements, arrangements, approvals and authorizations of the LLC and shall be as effective and binding thereon as the same were with respect to the Company, except that, as of the Effective Time and in accordance with Section 1.3 hereof, the articles of incorporation and bylaws of the Company in effect immediately prior to the Effective Time shall be terminated and shall have no further force and effect. Each officer of the Company at the Effective Time shall be an officer of the LLC immediately after the Conversion, until their subsequent death, removal or resignation.

2. Further Assurances. From time to time, as and when required by the LLC or by its successors and assigns, there shall be executed and delivered in the name and on behalf of the Company such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other action, as shall be appropriate or necessary in order to vest, perfect or confirm, of record or otherwise, in the LLC the title to and possession of all the property, interest, assets, rights, privileges, immunities, powers, franchises and authority of the Company and otherwise to carry out the purposes of this Plan of Conversion, and the officers and directors (or their equivalents) of the LLC are fully authorized in the name and on behalf of the Company or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

3. Abandonment. At any time before the Effective Time, this Plan of Conversion may be terminated and the Conversion may be abandoned by the Board of the Company, notwithstanding approval of this Plan of Conversion by the cooperative members of the Company.

[Signature Page Follows]

IN WITNESS WHEREOF, this Plan of Conversion is hereby executed as of the date first written above on behalf of said corporation by its authorized officer.

JOHNSTONE SUPPLY, INC.
an Oregon Cooperative Corporation

By: DocuSigned by: Jeffrey Sheehan
1FBC612DF42045A...
Name: Jeffrey Sheehan
Title: Chairman of the Board

EXHIBIT A

Certificate of Formation

(see attached)

CERTIFICATE OF FORMATION
OF
JOHNSTONE SUPPLY, LLC

This Certificate of Formation of Johnstone Supply, LLC (the "Company"), dated as of October 29, 2021, has been duly executed and is being filed by the undersigned, as an authorized person of the Company, to form a limited liability company under the Delaware Limited Liability Company Act, 6 Del. C. § 18-101, et seq.

FIRST: The name of the limited liability company (hereinafter called the "limited liability company") is "Johnstone Supply, LLC".

SECOND: The address of the registered office and the name and the address of the registered agent of the limited liability company required to be maintained by §18-104 of the Delaware Limited Liability Company Act are Corporation Service Company, 251 Little Falls Drive, Wilmington, New Castle County, Delaware 19808.

THIRD: This Certificate of Formation shall be effective on October 29, 2021, at 10:00 a.m. (Eastern Time).

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of the date first written above.

By:_____
Name: Jeffrey Sheehan
Title: Authorized Person

EXHIBIT B

LLC Agreement

(see attached)

JOHNSTONE SUPPLY, LLC

LIMITED LIABILITY COMPANY AGREEMENT

October, 29, 2021

THE COMPANY UNITS OF JOHNSTONE SUPPLY, LLC (THE "COMPANY") ISSUED IN ACCORDANCE WITH THIS LIMITED LIABILITY COMPANY AGREEMENT HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, THE DELAWARE SECURITIES ACT OR UNDER SIMILAR APPLICABLE LAWS OR ACTS OF OTHER STATES IN RELIANCE UPON EXEMPTIONS UNDER THOSE ACTS. THE COMPANY UNITS ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE OFFERED FOR SALE, PLEDGED, HYPOTHECATED, SOLD, ASSIGNED OR TRANSFERRED AT ANY TIME EXCEPT AS PERMITTED PURSUANT TO THE PURCHASE AGREEMENT (DEFINED BELOW).

JOHNSTONE SUPPLY, LLC
LIMITED LIABILITY COMPANY AGREEMENT

Limited Liability Company Agreement dated as of October 29, 2021 (as amended from time to time, this "Agreement") of Johnstone Supply, LLC, a Delaware limited liability company (the "Company").

ARTICLE I
CONVERSION; PURCHASE AND SALE; BINDING TRANSACTION OBLIGATIONS

Section 1.1 **Conversion.** The Company is being formed in the State of Delaware pursuant to the conversion (the "Conversion") of Johnstone Supply, Inc., an Oregon cooperative corporation (the "Oregon Cooperative"), in accordance with Section 62.607(2) of the Oregon Cooperative Corporation Act, to the Delaware limited liability company formed hereby in accordance with Section 18-214 of the Delaware Limited Liability Company Act (6 Del. C. §§ 18-101, et seq., the "Act") and the Plan of Conversion attached as Exhibit A hereto ("Plan of Conversion"). To effect the Conversion, Articles of Conversion of the Oregon Cooperative are being filed with the Secretary of State of the State of Oregon (the "Articles") and a Certificate of Conversion and a Certificate of Formation of the Company (collectively, the "Certificate") are being filed with the Secretary of State of the State of Delaware at least one day prior to the closing under the Purchase Agreement, and shall become effective on the date and time specified in such Articles and Certificate (the "Effective Time").

Section 1.2 **Cooperative Approvals; Purchase Agreement; Merger Approval.** The Board of Directors of the Oregon Cooperative duly approved at a meeting of such board, and the members of the Oregon Cooperative (the "Cooperative Members") duly approved and authorized at a meeting of the Cooperative Members, all of the following (all such approvals, the "Cooperative Approvals"): (i) the Conversion, (ii) the Plan of Conversion, (iii) the Agreement and Plan of Conversion and Merger, dated as of August 23, 2021, by and among JS Buyer, Annandale Merger Sub, LLC ("JS Merger Sub"), the Company and certain Members' Representatives party thereto (as amended, modified, supplemented or waived from time to time, the "Purchase Agreement"), (iv) the Rollover Transaction (as defined below, and (v) this Agreement. Simultaneously with the effectiveness of this Agreement, each of the merger of JS Merger Sub with and into the Company (the "Merger") and that certain Merger Agreement controlling the terms and conditions of the Merger in the form attached as Exhibit B hereto (the "Merger Agreement")[1] is hereby approved in all respects and, notwithstanding anything herein or in the Act to the contrary, neither the Merger nor the Merger Agreement shall require the approval of the Manager or any Member of the Company. The Manager is hereby authorized and directed to cause a Certificate of Merger in the form attached as Exhibit C hereto be filed with the Secretary of State of the State of Delaware on the Closing Date (as defined in the Purchase Agreement).

Section 1.3 **Effect of Cooperative Approvals, Conversion and Purchase Agreement.** As a result of the Cooperative Approvals, the Conversion and the Purchase Agreement, and as further described in the Purchase Agreement:

(i) at the Effective Time, the Oregon Cooperative ceased to be a cooperative corporation under Oregon law and no longer has any cooperative members and each cooperative member

[1] Note to Draft: Delaware counsel has advised that we should put together a short form merger agreement to be attached to this LLC agreement (reflecting the terms of the Purchase Agreement). There is a concern that cooperative members (before becoming LLC members) approving the merger of the Delaware LLC may not be effective as previously drafted. K&E to draft per our discussion.

(including any such cooperative member whose Company Units are not Rollover Units and who has not yet delivered an Owner's Certificate and Indemnity (the "Non-Compliant Cooperative Members")) shall be cease to be a cooperative member for all purposes; provided, however, that, following the Merger, any Non-Compliant Cooperative Members shall receive their respective cash consideration upon delivery of an Owner's Certificate and Indemnity;

(ii) at the Effective Time, all of the cooperative membership interests in the Oregon Cooperative in the hands of the Cooperative Members have been automatically exchanged for Company Units as provided in Section 3.2 below and, upon such exchange, such cooperative membership interests ceased to be outstanding;

(iii) at the Effective Time, all Cooperative Members have been admitted as members of the Company in respect of such Company Units;

(iv) after such admission of the Cooperative Members as members of the Company, and at least one (1) day prior to the Merger, the Company Units of the Cooperative Members received in the Conversion that are Rollover Units shall be contributed or transferred, as the case may be, to the direct subsidiary of Holdings ("Intermediate") in exchange for common units of Intermediate, the Cooperative Members shall contribute such common units to Holdings, and Intermediate shall contribute the Rollover Units to Buyer, without any further act of such Cooperative Members as provided in and pursuant to the terms of the Purchase Agreement in exchange for the consideration identified therein (the "Rollover Transaction");

(v) following the Merger, the Company Units of each Cooperative Member received in the Conversion that are not Rollover Units (defined below) shall be converted into the right to receive, upon and subject to execution and delivery of the Owner's Certificate and Indemnity (as defined in the Purchase Agreement) by such Cooperative Member, cash as a result of the Merger without any further act of such Cooperative Members as provided in and pursuant to the Purchase Agreement in exchange for the consideration identified therein; and

(vi) in connection with, and following, the Rollover Transaction and the Merger, Buyer shall be admitted as a member of the Company and each Cooperative Member shall be deemed withdrawn from the Company and shall cease to be a member of the Company for all purposes.

As used herein, "Rollover Units" means the Company Units of the Cooperative Members received in the Conversion that the Cooperative Members validly elect to contribute or transfer to Intermediate pursuant to the terms of the Purchase Agreement.

Section 1.4 Binding Transaction Obligations. All Cooperative Members as members of the Company and holders of Company Units are hereby deemed legally bound by the Purchase Agreement (including, without limitation, any Material Amendments (as defined in the Purchase Agreement) approved by the Majority Holders (as defined in the Purchase Agreement) in accordance with Section 8.15(c) of the Purchase Agreement and any other amendments to the Purchase Agreement), and upon consummation of the Merger, their Company Units (other than, for the avoidance of doubt, Company Units that are Rollover Units and that have been contributed to Intermediate) shall be converted upon effectiveness of the Merger, without any further act on their part into the right to receive, upon and subject to execution and delivery of the Owner's Certificate and Indemnity by such Cooperative Member, the cash consideration pursuant to the terms of the Purchase Agreement (collectively, the "Binding Transaction Obligations").

ARTICLE II
APPROVED AGREEMENT, NAME, OFFICES, PURPOSES AND TERM

Section 2.1 **Approved and Authorized Limited Liability Company Agreement.** This Agreement is the limited liability company agreement of the Company pursuant to § 18-201(d) of the Act. This Agreement has been approved and authorized as required by § 18-214(h) of Act in connection with the Conversion.

Section 2.2 **Name.** The name of the Company is "Johnstone Supply, LLC".

Section 2.3 **Offices.** The principal office of the Company shall be 11632 NE Ainsworth Circle, Portland, OR 97220. The registered office of the Company in the State of Delaware is located at c/o Corporation Service Company, 251 Little Falls Drive, Wilmington, Delaware 19808. The Company may have such substituted and additional offices at such other locations as the Directors shall designate. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware are Corporation Service Company, 251 Little Falls Drive, Wilmington, Delaware 19808.

Section 2.4 **Purposes; Power.** The purpose of the Company is to engage in any activity for which limited liability companies may be formed in the State of Delaware. The Company shall possess and may exercise all of the powers and privileges granted by the Act or by any other law or by this Agreement, together with any powers incidental thereto, so far as such powers and privileges are necessary or convenient to the conduct, promotion or attainment of the business purposes or activities of the Company.

Section 2.5 **Term.** The term of the Company commenced on October 29, 2021, and will continue until the Company is dissolved.

ARTICLE III
COMPANY UNITS

Section 3.1 **Company Units.** The limited liability company interests in the Company within the meaning of Section 18-101(10) of the Act, including all of the rights set forth in this Agreement and all of the obligations to comply with the terms hereof, including, without limitation, the Binding Transaction Obligations, shall be represented by one single class of interests that may be issued in an unlimited number referred to herein as "Company Units".

Section 3.2 **Issuance of Company Units Upon Conversion.** Simultaneously with the Conversion and without any further act being required on the part of any person, including, without limitation the Cooperative Members, one Company Unit shall be issued to each Cooperative Member for each US $1.00 of consideration to which such Cooperative Member is entitled at closing under the Purchase Agreement (whether or not such Company Units will be Rollover Units or entitled to receive cash), with such consideration to be allocated to the cooperative members in accordance with Article IV of the Amended and Restated Articles of Incorporation of the Company adopted September 16, 2020 and filed with the Oregon Secretary of State October 9, 2020, and each such Cooperative Member shall be admitted to the Company as a Member in respect of such Company Units.

Section 3.3 **Transfer of Company Units; Uncertificated.** At the closing under the Purchase Agreement, all Company Units issued to the Cooperative Members pursuant to the Conversion shall be transferred to Buyer or Holdings, as the case may be, pursuant to the terms of the Purchase Agreement. Upon such transfer, Buyer and Holdings shall be admitted as members of the Company in respect of the Company Units acquired from the Cooperative Members and the Cooperative Members shall be deemed

withdrawn from the Company in respect of such Company Units and for all purposes hereunder and under the Act. After the contribution by Holdings to Buyer of the Company Units acquired by Holdings from the Cooperative Members, Holdings shall be deemed withdrawn from the Company in respect of such Company Units and for all purposes hereunder and under the Act. The Company Units are not otherwise transferrable to any other person. All Company Units shall be uncertificated.

ARTICLE IV
TAX CHARACTERIZATION

Section 4.1 **Tax Election**. The Company filed an election under Treasury Regulations Section 301.7701-3, effective as of the time of the Conversion, to be classified as an association taxable as a corporation for U.S. federal and applicable state and local income tax purposes.

ARTICLE V
LIMITED LIABILITY

Section 5.1 **Limited Liability**. The members of the Company shall have no liability for the obligations of the Company except to the extent required by the Act.

ARTICLE VI
MANAGER

Section 6.1 **Manager**. The business and affairs of the Company shall be exclusively managed by a single manager within the meaning of the Act (the "Manager"). The Manager of the Company is Jeffrey Sheehan. The Cooperative Members shall have no authority to remove or replace the Manager prior to the consummation of the transactions contemplated by the Purchase Agreement. The Manager may delegate responsibility for day-to-day management of the Company to one or more officers of the Company who shall have such responsibility as determined by the Manager.

Section 6.2 **Resignation of the Manager**. Immediately following the acquisition by Buyer of all of the Company Units pursuant to the Purchase Agreement, the Manager shall automatically cease to be the Manager of the Company and shall be deemed to have resigned.

ARTICLE VII
GENERAL PROVISIONS

Section 7.1 **Amendments**. After closing under the Purchase Agreement, this Agreement may be amended by Buyer. Prior to such closing, this Agreement may only be amended as agreed by the Manager and Buyer. Until Buyer is admitted as a Member hereunder, Buyer is an express third-party beneficiary of the covenants and agreements contained in this Agreement.

Section 7.2 **Interpretation**. Whenever in this Agreement reference is made to "this Agreement" or to any provision "hereof", or words to similar effect, such reference shall be construed to refer to this Agreement. As used in this Agreement, any gender will include any other gender and the plural will include the singular and the singular will include the plural, each wherever appropriate. The titles of the articles and sections herein have been inserted for convenience of reference only and will not control or affect the meaning or construction of any term or provision hereof.

Section 7.3 **Governing Law**. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF DELAWARE, EXCLUDING ANY

CONFLICTS OF LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE GOVERNANCE OR CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION.

Section 7.4 **Consent to Jurisdiction.** EACH MEMBER HEREBY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE DELAWARE CHANCERY COURT OR, IF SUCH COURT SHALL NOT HAVE JURISDICTION, ANY FEDERAL COURT LOCATED IN THE STATE OF DELAWARE OR OTHER DELAWARE STATE COURT AND THE APPLICABLE APPELLATE COURTS FOR PURPOSES OF ANY ACTION ARISING OUT OF THIS AGREEMENT. Nothing herein shall affect the right of any party to serve legal process in any manner permitted by law or affect its right to bring any action in any other court.

Section 7.5 **Relationship between the Agreement and the Act.** Regardless of whether any provision of this Agreement specifically refers to particular Default Rules, (a) if any provision of this Agreement conflicts with a Default Rule, the provision of this Agreement controls and the Default Rule is modified or negated accordingly, and (b) if it is necessary to construe a Default Rule as modified or negated in order to effectuate any provision of this Agreement, the Default Rule is modified or negated accordingly. For purposes of this Section 7.5, "Default Rule" shall mean a rule stated in the Act that applies except to the extent it is negated or modified through the provisions of a limited liability company's certificate of formation or limited liability company agreement.

Section 7.6 **Severability.** Except as otherwise provided in the succeeding sentence, every term and provision of this Agreement is intended to be severable, and if any term or provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of this Agreement. The preceding sentence shall be of no force or effect if the consequence of enforcing the remainder of this Agreement without such illegal or invalid term or provision would be to cause any party to lose the benefit of its economic bargain.

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "JOHNSTONE SUPPLY, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-NINTH DAY OF OCTOBER, A.D. 2021.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "JOHNSTONE SUPPLY, LLC" WAS FORMED ON THE TWENTY-NINTH DAY OF OCTOBER, A.D. 2021.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN ASSESSED TO DATE.

6345936 8300
SR# 20213650862
You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 204546952
Date: 10-29-21

Application for Authority to Transact Business - Foreign Limited Liability Company

Secretary of State - Corporation Division - 255 Capitol St. NE, Suite 151 - Salem, OR 97310-1327 – sos.oregon.gov/business - Phone: (503) 986-2200

REGISTRY NUMBER: _____
For office use only

In accordance with Oregon Revised Statute 192.410-192.480, the information on this application is public record. We must release this information to all parties upon request and it will be posted on our website. For office use only

Please Type or Print Legibly in **Black** Ink. Attach Additional Sheet If Necessary.

1) **NAME:** Johnstone Supply, LLC

NOTE: (Must contain the words "Limited Liability Company" or the abbreviations "LLC" or "L.L.C.") Must be identical to the name of record in home jurisdiction.

2) **REGISTRY NUMBER IN HOME JURISDICTION**

OR: **CERTIFICATE OF EXISTENCE** ☒ **(ATTACHED)**

(Please provide a web-verifiable registry number from the entity's home jurisdiction. Certain states, such as Delaware and New Jersey, do not provide status information online. Entities from such places must instead attach an official certificate of existence, current within 60 days of delivery to this office.)

3) **DATE OF ORGANIZATION:** October 29, 2021

DURATION, IF NOT PERPETUAL:

4) **STATE OR COUNTRY OF ORGANIZATION:** Delaware

5) **THIS FOREIGN LIMITED LIABILITY COMPANY SATISFIES THE REQUIREMENTS OF ORS 63.714(3).**

6) **NAME OF OREGON REGISTERED AGENT:** Corporation Service Company

7) **REGISTERED AGENT'S PUBLICLY AVAILABLE ADDRESS:**
(Must be an Oregon Street Address, which is identical to the registered agent's business office.)
1127 Broadway Street NE, Suite 310
Salem, OR 97301

8) **ADDRESS OF PRINCIPAL OFFICE OF THE BUSINESS:**
11632 NE Ainsworth Circle
Portland, OR 97220

9) **ADDRESS WHERE THE DIVISION MAY MAIL NOTICES:**
11632 NE Ainsworth Circle
Portland, OR 97220 Attn: CEO and CFO

10) **HOW WILL THIS LIMITED LIABILITY COMPANY BE MANAGED?**

☐ This LLC will be member-managed by one or more members.
☒ This LLC will be manager-managed by one or more managers.

11) **EXECUTION:** (At least one member or manager must sign.)
I declare as an authorized signer, under penalty of perjury, that this document does not fraudulently conceal, fraudulently obscure, fraudulently alter or otherwise misrepresent the identity of the person or any members, managers, employees or agents of the limited liability company. This filing has been examined by me and is, to the best of my knowledge and belief true, correct, and complete. Making false statements in this document is against the law and may be penalized by fines, imprisonment or both.

Signature:	Printed Name:	Title:
DocuSigned by: Jeffrey Sheehan 1FBC612DF42045A...	Jeffrey Sheehan	Manager

CONTACT NAME: (To resolve questions with this filing.)
Shane Devins

PHONE NUMBER: (Include area code.)
503-226-5743

FEES

Required Processing Fee $275

Processing Fees are nonrefundable. Please make check payable to "Corporation Division."

Free copies are available at sos.oregon.gov/business, using the Business Name Search program.

150813-18

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "JOHNSTONE SUPPLY, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-NINTH DAY OF OCTOBER, A.D. 2021.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "JOHNSTONE SUPPLY, LLC" WAS FORMED ON THE TWENTY-NINTH DAY OF OCTOBER, A.D. 2021.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN ASSESSED TO DATE.

6345936 8300

SR# 20213650862

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 204546952

Date: 10-29-21