

L629172

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(Address)

(Address)

(City/State/Zip/Phone #)

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(Business Entity Name)

(Document Number)

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FALL 2017 PM 5:00

And

AUG 23 2017

R. 100

CORPORATION SERVICE COMPANY  
1201 Hays Street  
Tallahassee, FL 32301  
Phone: 850-558-1500

ACCOUNT NO. : I20000000195

REFERENCE : 7794427 4371631

AUTHORIZATION :

COST LIMIT : \$ 43.75

ORDER DATE : August 22, 2017

ORDER TIME : 3:29 PM

ORDER NO. : 779442-005

CUSTOMER NO: 4371631

DOMESTIC AMENDMENT FILING

NAME: LUCOR, INC.

EFFECTIVE DATE:

XX ARTICLES OF AMENDMENT  
       RESTATED ARTICLES OF INCORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY  
       PLAIN STAMPED COPY  
       CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Melissa Zender -- EXT# 62956

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

COVER LETTER

TO: Amendment Section  
Division of Corporations

NAME OF CORPORATION: Lucor, Inc.

DOCUMENT NUMBER: L62972

The enclosed *Articles of Amendment* and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Randy M. Fletcher  
Name of Contact Person  
Manning Fulton & Skinner, P.A.  
Firm/ Company  
3605 Glenwood Avenue, Suite 500  
Address  
Raleigh, North Carolina 27619  
City/ State and Zip Code

fletcher @manningfulton.com  
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Randy M. Fletcher at ( 919 ) 510-9292  
Name of Contact Person Area Code & Daytime Telephone Number

Enclosed is a check for the following amount made payable to the Florida Department of State:

- |  |  |  |  |
|--|--|--|--|
| <input type="checkbox"/> \$35 Filing Fee | <input type="checkbox"/> \$43.75 Filing Fee &<br>Certificate of Status | <input checked="" type="checkbox"/> \$43.75 Filing Fee &<br>Certified Copy<br>(Additional copy is<br>enclosed) | <input type="checkbox"/> \$52.50 Filing Fee<br>Certificate of Status<br>Certified Copy<br>(Additional Copy<br>is enclosed) |
|--|--|--|--|

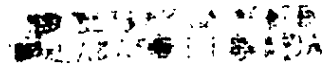
Mailing Address  
Amendment Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

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

Articles of Amendment  
to  
Articles of Incorporation  
of

FILED

17 AUG 22 AM 8:42



Lucor, Inc.

(Name of Corporation as currently filed with the Florida Dept. of State)

L62972

(Document Number of Corporation (if known))

Pursuant to the provisions of section 607.1006, Florida Statutes, this *Florida Profit Corporation* adopts the following amendment(s) to its Articles of Incorporation:

A. If amending name, enter the new name of the corporation:

N/A

*The new name must be distinguishable and contain the word "corporation," "company," or "incorporated" or the abbreviation "Corp.," "Inc.," or "Co.," or the designation "Corp.," "Inc.," or "Co.". A professional corporation name must contain the word "chartered," "professional association," or the abbreviation "P.A."*

B. Enter new principal office address, if applicable:

(Principal office address MUST BE A STREET ADDRESS)

N/A

C. Enter new mailing address, if applicable:

(Mailing address MAY BE A POST OFFICE BOX)

N/A

D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:

Name of New Registered Agent

N/A

(Florida street address)

New Registered Office Address:

N/A

(City)

Florida

(Zip Code)

New Registered Agent's Signature, if changing Registered Agent:

*I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.*

\_\_\_\_\_  
*Signature of New Registered Agent, if changing*

If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added:

(Attach additional sheets, if necessary)

Please note the officer/director title by the first letter of the office title:

P = President; V = Vice President; T = Treasurer; S = Secretary; D = Director; TR = Trustee; C = Chairman or Clerk; CEO = Chief Executive Officer; CFO = Chief Financial Officer. If an officer/director holds more than one title, list the first letter of each office held. President, Treasurer, Director would be PTD.

Changes should be noted in the following manner. Currently John Doe is listed as the PST and Mike Jones is listed as the V. There is a change, Mike Jones leaves the corporation, Sally Smith is named the V and S. These should be noted as John Doe, PT as a Change, Mike Jones, V as Remove, and Sally Smith, SV as an Add.

Example:

☒ Change      PT      John Doe

☐ Remove      V      Mike Jones

☒ Add      SV      Sally Smith

Type of Action (Check One)	Title	Name	Address
1) <input type="checkbox"/> Change	_____	N/A	_____
<input type="checkbox"/> Add	_____	_____	_____
<input type="checkbox"/> Remove	_____	_____	_____
2) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add	_____	_____	_____
<input type="checkbox"/> Remove	_____	_____	_____
3) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add	_____	_____	_____
<input type="checkbox"/> Remove	_____	_____	_____
4) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add	_____	_____	_____
<input type="checkbox"/> Remove	_____	_____	_____
5) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add	_____	_____	_____
<input type="checkbox"/> Remove	_____	_____	_____
6) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add	_____	_____	_____
<input type="checkbox"/> Remove	_____	_____	_____

E. If amending or adding additional Articles, enter change(s) here:  
(Attach additional sheets, if necessary). (Be specific)

Attached hereto as Exhibit A is the Corporation's Certificate of Designations, Preferences and Rights  
of Series A Preferred Stock.

F. If an amendment provides for an exchange, reclassification, or cancellation of issued shares,  
provisions for implementing the amendment if not contained in the amendment itself:  
(if not applicable, indicate N/A)

N/A

The date of each amendment(s) adoption: \_\_\_\_\_, if other than the date this document was signed.

Effective date if applicable: \_\_\_\_\_  
the amendment file date  
(no more than 90 days after amendment file date)

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.

Adoption of Amendment(s) (CHECK ONE)

☐ The amendment(s) was/were adopted by the shareholders. The number of votes cast for the amendment(s) by the shareholders was/were sufficient for approval.

☐ The amendment(s) was/were approved by the shareholders through voting groups. The following statement must be separately provided for each voting group entitled to vote separately on the amendment(s):

"The number of votes cast for the amendment(s) was/were sufficient for approval

by \_\_\_\_\_."  
(voting group)

☒ The amendment(s) was/were adopted by the board of directors without shareholder action and shareholder action was not required.

☐ The amendment(s) was/were adopted by the incorporators without shareholder action and shareholder action was not required.

August 22, 2017  
Dated \_\_\_\_\_

Signature \_\_\_\_\_  
(By a director, president or other officer – if directors or officers have not been selected, by an incorporator – if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

Jerry B. Conway

\_\_\_\_\_  
(Typed or printed name of person signing)

President

\_\_\_\_\_  
(Title of person signing)

CERTIFICATE OF DESIGNATIONS, PREFERENCES  
AND RIGHTS OF SERIES A PREFERRED STOCK  
OF  
LUCOR, INC.

LUCOR, INC., a corporation organized and existing under the Business Corporation Act of the State of Florida (the "Corporation"), DOES HEREBY CERTIFY THAT:

A. Pursuant to authority conferred upon the Board of Directors of the Corporation (the "Board") by Article IV of the Certificate of Incorporation of the Corporation (the "Certificate of Incorporation") and pursuant to the provisions of Section 0602 of the Business Corporations Act of the State of Florida, the Board adopted and approved the following resolution providing for the designations, preferences and relative, participating, optional and other rights, and the qualifications, limitations and restrictions of the Series A Preferred Stock.

B. The Certificate of Incorporation provides for three classes of shares known as Class A Common Stock, \$400.00 par value per share (the "Class A Common Stock") and Class B Common Stock, \$400.00 par value per share (the "Class B Common Stock", together with the Class A Common Stock, the "Common Stock") and Preferred Stock, \$20.00 par value per share (the "Preferred Stock").

C. The Board is authorized by the Certificate of Incorporation to provide for the issuance of the shares of Preferred Stock in one or more series, with such designations, preferences, limitations and relative rights as the Board may determine from time to time in accordance with applicable law and the Certificate of Incorporation.

NOW, THEREFORE, BE IT RESOLVED, that the Board deems it advisable to, and hereby does, designate a Series A Preferred Stock and fixes and determines the rights, preferences, qualifications, limitations and restrictions relating to such Preferred Stock as follows:

1. *Designation and Authorized Number.* The shares of such series of Preferred Stock shall be designated "Series A Preferred Stock" (referred to herein as the "Series A Preferred Stock"). The authorized number of shares constituting the Series A Preferred Stock shall be 2,500.

2. *Ranking.* The Series A Preferred Stock shall rank, as to dividends and upon any Liquidation Event (as defined in Section 4(a) hereof), senior and prior to the Common Stock and to all other classes or series of stock issued by the Corporation. All equity securities of the Corporation to which the Series A Preferred Stock ranks prior, with respect to dividends and upon any Liquidation Event, including, without limitation, the Common Stock, are collectively referred to herein as "Junior Securities."

3. *Dividends.*

(a) From and after the date of the issuance of any shares of Series A Preferred Stock (as it applies to such issued and outstanding shares, the "Series A Preferred



Issuance Date”), the holders thereof (the “Series A Holders”) shall be entitled to receive, when, as and if declared by the Board, cumulative dividends on each outstanding share of Series A Preferred Stock (the “Series A Dividends”), on an annual basis at a rate equal to (i) 14% of the Base Amount, during the period beginning on the Series A Preferred Issuance Date and ending on the first anniversary of the Series A Preferred Issuance Date, (ii) 16% of the Base Amount during the period beginning on the day immediately succeeding the date of the first anniversary of the Series A Preferred Issuance Date and ending on the second anniversary of the Series A Preferred Issuance Date and (iii) 18% of the Base Amount, during the period beginning on the day immediately succeeding the date of the second anniversary of the Series A Preferred Issuance Date and for every year thereon after so long as any shares of Series A Preferred Stock are outstanding (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization affecting such shares) (the “Series A Dividend Rate”). Accrued dividends on the Series A Preferred Stock if not paid in cash on the first or any subsequent Series A Dividend Date (as defined below) following accrual shall thereafter accrue additional dividends in respect thereof (the “Additional Dividends”), compounded annually, at the rates described in clauses (a)(i), (a)(ii) and (a)(iii), above, as applicable. Such Series A Dividends shall compound on each anniversary of the Series A Preferred Issuance Date (each such date, a “Series A Dividend Date”). Any calculation of the amount of such Series A Dividends accrued pursuant to the provisions of this Section 3(a) shall be made based on a 365-day year and on the number of days actually elapsed during the applicable calendar year, compounded annually. The “Base Amount” shall mean the Original Issue Price (as defined below) *plus* the amount of all previously accrued annual dividends (including Additional Dividends).

(b) The Corporation shall not declare, pay or set aside any dividends on shares of any other class or series of capital stock of the Corporation other than Series A Preferred Stock (i) unless otherwise agreed upon by the Series A Holders in accordance with Section 6(a)(iii) or (ii) until all outstanding Series A Preferred Stock is redeemed in full in accordance with Section 7(a) or Section 7(b); or (iii) other than dividends or distributions payable on Common Stock solely in the form of additional shares of Common Stock; or (iv) unless the Series A Holders shall first receive, or simultaneously receive, payment in full in cash for all accrued dividends through the date of such issuance (and only to the extent such payment is otherwise permitted under the Credit Agreement (each as defined in Section 7(b) below)).

#### 4. *Liquidation.*

(a) Upon any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary (a “Liquidation Event”), the Series A Holders shall immediately be paid, in preference and prior to any payment made to the holders of the Junior Securities and any other stock ranking on liquidation junior to the Series A Preferred Stock, an amount per share equal to \$3,000 per share of Series A Preferred Stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization affecting such shares) (the “Original Issue Price”), *plus*, with respect to each share, an amount equal to all accrued and unpaid dividends thereon, computed to the date that payment thereof is made available. If upon any Liquidation Event, the assets of the Corporation available for distribution to its stockholders shall be insufficient to pay the Series A Holders the full amount to which they shall be entitled under this Section 4(a), the Series A

Holders shall share ratably in any distribution of the assets available for distribution in proportion to the respective amounts which would otherwise be payable in respect of the shares held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full.

(b) Upon any Liquidation Event, immediately after the Series A Holders have been paid in full pursuant to Section 4(a) above, the remaining assets of the Corporation may be distributed in order of preference to the holders of Junior Securities in accordance with their respective terms; provided, that upon any Liquidation Event, any of the remaining net assets of the Corporation available for distribution to the holders of Junior Securities shall be distributed pro rata among the holders of the Junior Securities based on the relative number of shares of Junior Securities held by each such holder.

(c) Notwithstanding anything to contrary, any and all Deemed liquidation Events (as defined below) shall also be deemed to be a Liquidation Event within the meaning of the provisions of this Section 4 (and as such term is otherwise used herein).

(d) Written notice of any Liquidation Event and any Deemed Liquidation Event, stating a payment date and the place where said payments shall be made, shall be given by overnight delivery, by an internationally-recognized overnight courier service, not less than 20 days prior to the payment date stated therein, to the Series A Holders, such notice to be addressed to each such holder at its address as shown by the records of the Corporation.

5. *Deemed Liquidation Events.* Each of the following events shall be considered a "Deemed Liquidation Event" unless the holders of at least a majority of the then outstanding shares of Series A Preferred Stock elect (separately as one class) otherwise by written notice sent to the Corporation at least 10 days prior to the effective date of any such event

(a) a merger or consolidation in which:

(i) the Corporation is a constituent party or

(ii) a subsidiary of the Corporation is a constituent party and the Corporation issues shares of its capital stock pursuant to such merger or consolidation, except, in the case of either Section 5(a)(i) and 5(a)(ii) hereof, any such merger or consolidation involving the Corporation or a subsidiary in which the shares of capital stock of the Corporation outstanding immediately prior to such merger or consolidation continue to represent, or are converted into or exchanged for shares of capital stock that represent, immediately following such merger or consolidation, at least a majority, by voting and economic power, of the capital stock of (1) the surviving or resulting corporation; or (2) if the surviving or resulting corporation is a wholly owned subsidiary of another corporation immediately following such merger or consolidation, the parent corporation of such surviving or resulting corporation; or

(b) the sale, lease, transfer, exclusive license or other disposition, in a single transaction or series of related transactions, by the Corporation or any subsidiary of the Corporation of all or substantially all the assets of the Corporation and its subsidiaries taken as a whole or the sale or disposition (whether by merger, consolidation or otherwise) of one or more

subsidiaries of the Corporation if substantially all of the assets of the Corporation and its subsidiaries taken as a whole are held by such subsidiary or subsidiaries, except where such sale, lease, transfer, exclusive license or other disposition is to a wholly owned subsidiary of the Corporation.

6. *Restrictions.*

(a) At any time when shares of Series A Preferred Stock are outstanding, except where the vote or written consent of the holders of a greater number of shares of the Corporation is required by law or by the Certificate of Incorporation, and in addition to any other vote required by law or the Certificate of Incorporation, without the written consent of the holders of a majority of the then outstanding shares of Series A Preferred Stock, given in writing or by a vote at a meeting, consenting or voting (as the case may be) separately as one class, the Corporation will not:

(i) amend, alter or repeal any of the terms of the Series A Preferred Stock;

(ii) create or authorize the creation of any additional class or series of Preferred Stock, or otherwise create or authorize the creation of any additional class or series of stock unless the same ranks junior to the Series A Preferred Stock, as to dividends and the distribution of assets on a Liquidation Event or with respect to the payment of dividends or redemption rights, or increase the authorized amount of such series of Series A Preferred Stock or increase the authorized amount of any additional class or series of shares of stock unless the same ranks junior to such series of Series A Preferred Stock as to dividends and the distribution of assets upon a Liquidation Event or with respect to the payment of dividends or redemption rights, or create or authorize any obligation or security convertible into shares of any series of Preferred Stock or into shares of any other class or series of stock unless the same ranks junior to such series of Series A Preferred Stock as to dividends and the distribution of assets upon a Liquidation Event or with respect to the payment of dividends or redemption rights, whether any such creation, authorization or increase shall be by means of amendment to the Certificate of Incorporation or by merger, consolidation or otherwise;

(iii) pay any dividend or make any distribution on, or redeem, any Junior Securities (except for those redemptions and/or distributions as are specifically permitted by the terms of the Credit Agreement); provided that the foregoing restrictions shall not apply to any dividends or distributions payable on the Common Stock solely in the form of additional shares of Common Stock;

(iv) consent to any Liquidation Event (except with respect to any Liquidation Event that provides for full redemption, at closing thereof, of the Series A Preferred Shares in accordance with the terms of Section 7 hereof); or

(v) except to the extent specifically permitted by the terms of the Credit Agreement, amend, alter or repeal any provision of its Certificate of Incorporation or By-laws, whether pursuant to §1001 of the Business Corporations Act of the State of Florida or by merger, consolidation or otherwise.

7. *Redemption.*

(a) Redemption at the Option of the Corporation. Subject to the Business Corporations Act of the State of Florida, the Series A Preferred Stock may be redeemed, in whole or in part (provided that any such redemption shall be effected in minimum increments of at least \$250,000 of funds legally available therefor), at any time, at the option of the Corporation, upon giving notice of redemption pursuant to Section 7(a)(i).

(i) Notice. The Corporation shall fix the date for redemption (such date, a "Series A Mandatory Redemption Date"), and promptly thereafter shall provide written notice (a "Series A Election Notice") by overnight delivery, by an internationally-recognized overnight courier service, to each Series A Holder (as of the close of business on the business day next preceding the day on which such Series A Election Notice is given) notifying such holder of (i) the fixing of a Series A Redemption Date, which shall be at least 15 days from the date a Series A Election Notice has been delivered and (ii) the amount of Series A Preferred Stock to be redeemed.

(ii) Redemption Payment Amount. On a Series A Redemption Date, the Corporation shall pay to each Series A Holder an amount equal to the amount set forth in the Series A Election Notice; provided, that such redemption price shall be (I) subject to the provisions of Section 7(a) and (II) a price per share equal to \$3,000 *plus*, with respect to each such share, an amount equal to all accrued and unpaid dividends (whether or not declared) thereon, computed to the date that payment thereof is made available (the amount equal to such sum, a "Series A Redemption Payment").

(b) Redemption at the Option of the Series A Holder. Upon the payment in full (including in the case of a voluntary prepayment by the Corporation), if prior to maturity or at maturity, or acceleration or, if not sooner, upon the original maturity date of the term loans and revolving credit loans, in the principal amount of up to \$38,000,000 (the "Senior Loans"), made pursuant to that certain Credit Agreement, dated as of August 23, 2017, by and among the Corporation, its subsidiaries, OFS Capital Corporation, as administrative agent and collateral agent, and the lenders (the "Lenders") from time to time party thereto (the "Credit Agreement") and subject to applicable law, each Series A Holder, shall have the right to require the Corporation to redeem, in full, out of funds legally available therefor, by written notice to the Corporation, all of such Series A Holder's shares of Series A Preferred Stock at a redemption price per share equal to \$3,000 *plus*, with respect to each share, an amount equal to all accrued and unpaid dividends thereon, computed to the date that payment thereof is made available.

(i) Notice. A Series A Holder electing to require the Corporation to redeem, in full, all of such series A Holder's shares of Series A Preferred Stock pursuant to Section 7(b) shall fix the date for redemption, and thereafter shall provide written notice by First Class mail or overnight delivery, by an internationally-recognized overnight courier service, to the Corporation notifying the Corporation of (i) the fixing of an applicable redemption date, which shall be at least 5 days from the date such notice has been delivered (the "Series A Optional Redemption Date"); and (ii) the amount of Series A Preferred Stock to be redeemed.

(ii) Failure to Redeem. If the Corporation shall fail at any time to discharge its obligation to redeem shares of Series A Preferred Stock pursuant to Section 7(b) (a "Mandatory Redemption Obligation"), such Mandatory Redemption Obligation shall be discharged as soon as the Corporation is able to discharge such Mandatory Redemption Obligation. If and for so long as any Mandatory Redemption Obligations shall not fully be discharged, (A) the Corporation shall not declare or pay any dividend or make any distribution on, or, directly or indirectly, purchase, redeem or discharge any such redemption or other similar obligation in respect of any Junior Securities or any warrants, rights or options exercisable for or convertible into any Junior Securities and (B) the unredeemed shares of Series A Preferred Stock shall be entitled to receive interest accruing daily with respect to the applicable Series A Redemption Payment amount at the rate of 2%, *plus*, the Series A Dividend Rate then in effect pursuant to the terms of Section 3(a) (collectively, the "Redemption Failure Rights").

(c) Certain Redemption Mechanics. All Series A Holders shall deliver to the Corporation during regular business hours, at the office of any transfer agent of the Corporation for the Series A Preferred Stock or at the principal office of the Corporation or at such other place as may be designated by the Corporation, the certificate or certificates for the Series A Preferred Stock duly endorsed for transfer to the Corporation (if required by it) on or before the Series A Mandatory Redemption Date or the Series A Optional Redemption Date, as applicable. From and after the close of business on either the Series A Mandatory Redemption Date or Series A Optional Redemption Date, as applicable, unless there shall have been a default in the payment of the Series A Redemption Payments, all rights of holders of shares of Series A Preferred Stock (except the right to have received the Series A Redemption Payments) shall cease with respect to such shares, and such shares shall not thereafter be transferred on the books of the Corporation or be deemed to be outstanding for any purpose whatsoever. If the funds of the Corporation legally available for redemption of shares of Series A Preferred Stock on the Series A Optional Redemption Date are insufficient to redeem the total number of shares of Series A Preferred Stock to be redeemed on such Series A Optional Redemption Date, the Series A Holders shall share ratably in any funds legally available for redemption of such shares according to the respective amounts which would be payable with respect to the full number of shares owned by them if all such outstanding shares were redeemed in full. The shares of Series A Preferred Stock not redeemed pursuant to the Mandatory Redemption Obligation shall remain outstanding and entitled to all rights and preferences provided herein; provided, however, that for the avoidance of doubt, such unredeemed shares shall be subject to, and the Series A Holders shall be entitled to, the Redemption Failure Rights. At any time thereafter when additional funds of the Corporation are legally available for the redemption of such shares of Series A Preferred Stock, such funds shall be used, no later than the end of the next succeeding fiscal quarter, to redeem the balance of such shares, or such portion thereof for which funds are then legally available, on the basis set forth above.

(d) Redeemed or Otherwise Acquired Shares to be Retired. Any shares of Series A Preferred Stock redeemed pursuant to this Section 7 or otherwise acquired by the Corporation in any manner whatsoever shall be canceled and shall not under any circumstances be reissued; and the Corporation may from time to time take such appropriate corporate action as may be necessary to reduce accordingly the number of authorized shares of Series A Preferred Stock.

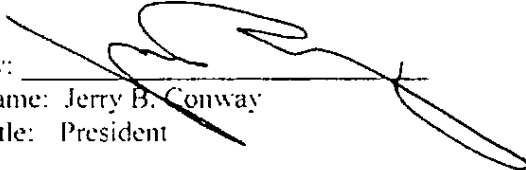
(c) Notwithstanding the foregoing, the aggregate amount of the redemption price for any redemption pursuant to this Section 7 shall be reduced by the amount, if any, not to exceed \$500,000 in the aggregate for all such redemptions from and after the Series A Preferred Issuance Date, of the reasonable and documented out-of-pocket costs and expenses directly incurred by the Corporation in connection with any actions the U.S. Small Business Administration requires the Corporation to take following any review or audit by the U.S. Small Business Administration, which audit or review was undertaken as a result of the status of any Lender as an SBIC (as defined in the Credit Agreement); provided that, prior to incurring any such costs and expenses, the Corporation shall have provided written notice thereof to and consulted with the Series A Holders with respect to the scope and cost of any such required actions.

8. *Headings of Subdivisions.* The headings of the various subdivisions hereof are for convenience of reference only and shall not affect the interpretation of any of the provisions hereof.

9. *Effect.* This Certificate of Designations, when adopted by the Board of Directors, shall become a part of the Certificate of Incorporation and be deemed an amendment thereof.

**IN WITNESS WHEREOF**, the undersigned has executed this Certificate of Designations this 22<sup>nd</sup> day of August, 2017.

**LUCOR, INC.**

By:   
Name: Jerry B. Conway  
Title: President