

P1200087374

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

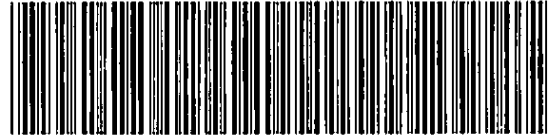
(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only

540-



800321468988

2018 DEC -4 PM 4:44

CLERK OF DISTRICT COURT
TALLAHASSEE, FLORIDA

FILED

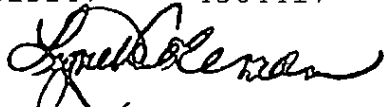
2018 DEC -4 PM 3:50

CLERK OF DISTRICT COURT
TALLAHASSEE, FLORIDA

C. GOLDEN

DEC -7 2018

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

ACCOUNT NO. : I20000000195
REFERENCE : 513247 4304417
AUTHORIZATION : 
COST LIMIT : \$ 35.00

ORDER DATE : December 4, 2018
ORDER TIME : 2:49 PM
ORDER NO. : 513247-015
CUSTOMER NO: 4304417

DOMESTIC AMENDMENT FILING

NAME: MCS COMMUNICATIONS CONSULTING
CO.

EFFECTIVE DATE:

XX ARTICLES OF AMENDMENT
 RESTATED ARTICLES OF INCORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

 CERTIFIED COPY
XX PLAIN STAMPED COPY
 CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Roxanne Turner -- EXT# 62969

EXAMINER'S INITIALS: _____

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: MCS Communications Consulting Co.

Name of Florida Profit Corporation

The enclosed Certificate of Conversion and fee(s) are submitted to convert a Florida Profit Corporation into an "Other Business Entity" in accordance with s. 607.1113, F.S.

Please return all correspondence concerning this matter to:

Lakecia Stanford

Contact Person

Much Shelist, P.C.

Firm/Company

191 N. Wacker Drive, Suite 1800

Address

Chicago, IL 60606

City, State and Zip Code

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

For further information concerning this matter, please call:

Lakecia Stanford

at (312) 521-2443

Name of Contact Person

Area Code and Daytime Telephone Number

Enclosed is a check for the following amount:

☐

\$35.00 Filing Fee

☐

\$43.75 Filing Fee
and Certificate of
Status

☐

\$43.75 Filing Fee
and Certified Copy

☐

\$52.50 Filing Fee,
Certified Copy, and
Certificate of Status

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



FLORIDA DEPARTMENT OF STATE
Division of Corporations

RESUBMIT

Please give original
submission date as file date.

December 7, 2018

CORPORATION SERVICE COMPANY

SUBJECT: MCS COMMUNICATIONS CONSULTING CO.
Ref. Number: P12000087374

We have received your document for MCS COMMUNICATIONS CONSULTING CO. and the authorization to debit your account in the amount of \$35.00. However, the document has not been filed and is being returned for the following:

Please include the exhibit(s) referred to in your document.

Section 1.3 refers to Exhibit A, please attached or remove from the document.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Claretha Golden
Regulatory Specialist II

Letter Number: 818A00025186



RESUBMIT

Please give original
submission date as file date.

FLORIDA DEPARTMENT OF STATE
Division of Corporations

December 5, 2018

CORPORATION SERVICE COMPANY

SUBJECT: MCS COMMUNICATIONS CONSULTING CO.
Ref. Number: P12000087374

We have received your document for MCS COMMUNICATIONS CONSULTING CO. and the authorization to debit your account in the amount of \$35.00. However, the document has not been filed and is being returned for the following:

You may file either the Certificate of Conversion or the Certificate of Domestication.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Claretha Golden
Regulatory Specialist II

Letter Number: 718A00024979

12 OCT - 5 AM 10:58
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

FILED

2018 DEC -4 PM 3:50

CLERK OF STATE
TALLAHASSEE, FL

Certificate of Conversion
For
Florida Profit Corporation
Into
"Other Business Entity"

This Certificate of Conversion is submitted to convert the following **Florida Profit Corporation into an "Other Business Entity"** in accordance with s. 607.1113, Florida Statutes.

1. The name of the Florida Profit Corporation converting into the "Other Business Entity" is:

MCS Communications Consulting Co.

Enter Name of Florida Profit Corporation

2. The name of the "Other Business Entity" is:

MSC Communications Holding Company, Inc.

Enter Name of "Other Business Entity"

3. The "Other Business Entity" is a **Corporation**
(Enter entity type. Example: limited liability company, limited partnership, general partnership, common law or business trust, etc.)

organized, formed or incorporated under the laws of **Delaware**
(Enter state, or if a non-U.S. entity, the name of the country)

4. The above referenced Florida Profit Corporation has converted into an "Other Business Entity" in compliance with Chapter 607, F.S., and the conversion complies with the applicable laws governing the "Other Business Entity."

5. The plan of conversion was approved by the converting Florida Profit Corporation in accordance with Chapter 607, F.S.

6. If applicable, the written consent of each shareholder who, as a result of the conversion, is now a general partner of the surviving entity was obtained pursuant to s. 607.1112(6), F.S.

7. This conversion was effective under the laws governing the "Other Business Entity" on: **December 4, 2018**

8. This conversion shall be effective in Florida on: December 4, 2018.
(The effective date: 1) cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State; AND 2) must be the same as the effective date of the conversion under the laws governing the "Other Business Entity.")

9. The "Other Business Entity's" principal office address, if any:

10. If the "Other Business Entity" is an out-of-state entity not registered to transact business in Florida, the "Other Business Entity":

a.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of the converting Florida profit corporation, including any appraisal rights of shareholders of the converting Florida profit corporation under ss. 607.1301-607.1333, Florida Statutes.

b.) Lists the following street and mailing address of an office, which the Florida Department of State may use for purposes of s. 607.1114(4), Florida Statutes.

Street Address: _____

Mailing Address: _____

11. The "Other Business Entity" has agreed to pay any shareholders having appraisal rights the amount to which they are entitled under ss.607-1301-607.1333, F.S.

Signed this 4th day of December 2018.

Signature: 

(Must be signed by a Chairman, Vice Chairman, Director, Officer, or, if Directors or Officers have not been selected, an Incorporator.)

Printed Name: Chris Rowlan Title: Secretary

Fees:	Filing Fee:	\$35.00
	Certified Copy:	\$8.75 (Optional)
	Certificate of Status:	\$8.75 (Optional)

ATTACHMENT 1

THIS PLAN OF DOMESTICATION (this "**Plan**"), dated as of December 4, 2018, is made and entered into by MCS Communications Consulting Co, a Florida corporation (the "**Corporation**").

RECITALS

WHEREAS, in accordance with the Florida Business Corporation Act ("**FBCA**") and the Bylaws of the Corporation, the members of the board of directors and the shareholders of the Corporation have accepted, adopted, and approved the execution, delivery, and performance by the Corporation of this Plan and the consummation of the transactions contemplated hereby in its entirety.

NOW, THEREFORE, in consideration of the mutual agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Corporation hereby agrees that it shall be domesticated from a Florida corporation into a Delaware Corporation in accordance with Sections 607.1112, 607.1113 and 607.1114 of the FBCA and Section 265 of the Delaware Business Corporation Law ("**DBCL**"), and that the terms and conditions of the Plan are and shall be as follows:

ARTICLE I THE DOMESTICATION

Section 1.1 The Domestication. On the Effective Date (as defined in Section 1.2), the Corporation shall be domesticated (the "**Domestication**") from a Florida corporation into a Delaware Corporation known as "MCS Communications Holding Company, Inc., a Delaware corporation" (the "**Domesticated Entity**") and the existence of the Domesticated Entity shall be deemed to have commenced on the date the Corporation commenced its existence in Delaware. The Corporation shall not be required to wind up its affairs or pay its liabilities and distribute its assets, and the Domestication shall not be deemed to constitute a dissolution of the Corporation. When the Domestication is effective, the Domesticated Entity shall be deemed to be the same entity as the Corporation and the Domestication shall constitute a continuation of the existence of the Corporation in the form of a Delaware corporation.

Section 1.2 Effective Date. Subject to the provisions of this Plan, as soon as practicable on or after the date hereof, the Corporation shall (i) file a Certificate of Conversion for the Corporation with the State of Florida, Office of the Secretary of State (the "**Certificate of Conversion**"); and (ii) simultaneous therewith, the Corporation shall file the Certificate of Conversion and Certificate of Incorporation (together, the "**New Certificate**") for the Domesticated Entity with the Delaware Secretary of State, Division of Corporations; collectively with the Certificate of Incorporation and the New Articles, the "**Domestication Documents**"; and the Domestication shall become effective at the time the Domestication Documents are accepted by the respective Secretary of State offices (the "**Effective Date**").

Section 1.3 Certificate of Conversion and the Certificate of Incorporation. On the Effective Date, the New Certificate attached hereto as Exhibit A shall serve as the Certificate of

Incorporation of the Domesticated Entity until thereafter changed or amended as provided by the DBCL.

Section 1.4 Property Rights. Upon the effectiveness of the Domestication, all of the rights, privileges, and powers of the Corporation, and all property (real, personal, and mixed) and all debts due to the Corporation, as well as all other things and causes of action belonging to the Corporation, shall remain vested in the Domesticated Entity and shall be the property of the Domesticated Entity, and the title to any real property vested by deed or otherwise in the Corporation shall not revert or be in any way impaired by reason of the Domestication; but all rights of creditors and all liens upon any property of the Corporation shall be preserved unimpaired, and all debts, liabilities, and duties of the Corporation shall remain attached to the Domesticated Entity, and may be enforced against the Domesticated Entity to the same extent as if said debts, liabilities, and duties had originally been incurred or contracted by the Domesticated Entity.

Section 1.5 Liabilities. The Domestication shall not be deemed to affect any obligations or liabilities of the Corporation incurred prior to the Domestication.

ARTICLE II EFFECT OF THE DOMESTICATION ON THE OWNERSHIP INTERESTS OF THE CORPORATION

Section 2.1 Effect of Domestication on Ownership Interests. On the Effective Date, by virtue of the Domestication and without any action on the part of the Corporation or the Domesticated Entity, the Shareholders of the Corporation shall be the Shareholders of the Domesticated Entity, holding the same number of shares of common stock in the Domesticated entity, as they did in the Corporation. The Shareholders will surrender, to an officer of the Domesticated Entity, the stock certificate representing common stock of the Corporation titled in such Shareholder's name, and the appropriate officers of the Domesticated Entity will issue a stock certificate to such Shareholder representing common stock of the Domesticated Entity, equal in the number of shares and percentage of ownership that such Shareholder held in the Corporation.

ARTICLE III MISCELLANEOUS

Section 3.1 Amendments and Waiver. No amendment or modification of this Plan shall be valid unless the same is in writing and signed by the Corporation. No waiver of any provision of this Plan shall be valid unless in writing and signed by the Corporation.

Section 3.2 Termination. At any time prior to the filing of the Domestication Documents as set forth in Section 1.2, this Plan may be terminated and abandoned by the Corporation. In the event of any termination of this Plan, this Plan will forthwith become void and there shall be no liability on the part of the Corporation or its directors, officers, or shareholders.

Section 3.3 Binding Effect. This Plan will inure to the benefit of, and will be binding upon, the Corporation and its successors and assigns.

Section 3.4 No Third Party Rights. Nothing in this Plan shall be deemed to create any right in any creditor, other person, or entity, and this Plan shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party.

Section 3.5 Severability. Should any clause, sentence, paragraph subsection, section, or article of this Plan be judicially declared to be invalid, unenforceable, or void, such decision will not have the effect of invalidating or voiding the remainder of this Plan, and the part or parts of this Plan so held to be invalid, unenforceable, or void will be deemed to have been stricken herefrom by the Corporation, and the remainder will have the same force and effectiveness as if such stricken part or parts had never been included herein.

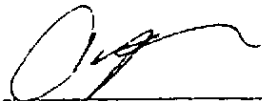
Section 3.6 Entire Agreement. This Plan sets forth all of the agreements, conditions, understandings, warranties, and representations with respect to the transactions contemplated hereby, and supersedes all prior agreements, arrangements, and understandings, whether written, oral, or otherwise.

Section 3.7 Execution. This Plan may be executed by original, telecopied, or electronic signature, any of which shall be relied on and effective as though an original signature.

[Signature Page Follows]

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

MCS Communications Consulting Co., a Florida corporation

By: 
Name: Chris Rowlan
Title: Secretary

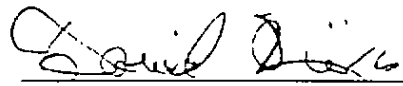

Daniel Shirvis, President

EXHIBIT A

CERTIFICATE OF CONVERSION and CERTIFICATE OF INCORPORATION

See attached.

EXHIBIT A

STATE OF DELAWARE
CERTIFICATE OF CONVERSION
FROM A NON-DELAWARE CORPORATION
TO A DELAWARE CORPORATION
PURSUANT TO SECTION 265 OF THE
DELAWARE GENERAL CORPORATION LAW

- 1.) The jurisdiction where the Non-Delaware Corporation first formed is Florida.
- 2.) The jurisdiction immediately prior to filing this Certificate is Florida.
- 3.) The date the Non-Delaware Corporation first formed is October 16, 2012.
- 4.) The name of the Non-Delaware Corporation immediately prior to filing this Certificate is MCS Communications Consulting Co..
- 5.) The name of the Corporation as set forth in the Certificate of Incorporation is MCS Communications Holding Company, Inc..

IN WITNESS WHEREOF, the undersigned being duly authorized to sign on behalf of the converting Non-Delaware Corporation have executed this Certificate on the 4th day of December, A.D. 2018.

By: 

Name: Chris Rowlan
Print or Type

Title: Secretary
Print or Type

CERTIFICATE OF INCORPORATION
OF
MCS COMMUNICATIONS HOLDING COMPANY, INC.

ARTICLE I

The name of this corporation is MCS Communications Holding Company, Inc. (the "**Company**").

ARTICLE II

The address of the Company's registered office in the State of Delaware is 251 Little Falls Drive, Wilmington, County of New Castle, DE 19808. The name of its registered agent at such address is Corporation Service Company.

ARTICLE III

The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the Delaware General Corporation Law (the "**DGCL**").

ARTICLE IV

The total number of shares of stock and the par value which the Corporation is authorized to issue is: 50,000 shares of Class A Common Stock with a par value of \$0.0001 per share (the "**Class A Common Stock**") and 50,000 shares of Class B Common Stock with a par value of \$0.0001 per share (the "**Class B Common Stock**"), and together with the Class A Common Stock, the "**Common Stock**").

The rights, privileges, preferences and restrictions of the Common Stock are as follows:

1. Dividends. The holders of the Class A Common Stock and the holders of the Class B Common Stock shall be entitled to receive, on a pari passu basis, when and as declared by the Board of Directors, out of any assets of the Company legally available therefore, such dividends as may be declared from time to time by the Board of Directors; provided, however, that in the event that such dividends are paid in the form of shares of Common Stock or rights to acquire Common Stock, the holders of shares of Class A Common Stock shall receive shares of Class A Common Stock or rights to acquire shares of Class A Common Stock, as the case may be, and the holders of shares of Class B Common Stock shall receive shares of Class B Common Stock or rights to acquire shares of Class B Common Stock, as the case may be.

2. Liquidation Rights. In the event of the voluntary or involuntary liquidation, dissolution or winding up of the Company, the assets of the Company shall be distributed to the holders of the Common Stock in the following Order:

(a) First, distributions shall be made to the holders of the then-outstanding Class B Common Stock in equal amounts per share until each share of Class B Common Stock has received an amount equal to the unreturned capital contribution made in return for such share of Class B Common Stock (the "**Class B Preference**"). If upon any such liquidation, dissolution or winding up of

the Company, the assets of the Company available for distribution to the holders of Class B Common Stock pursuant to this Article IV(2)(a) are insufficient to pay such holders of Class B Common Stock the full amount of the Class B Preference, then the holders of such Class B Common Stock 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 such Class B Common Stock held by them upon such distribution if all amounts payable on or with respect to such Class B Common Stock were paid in full.

(b) Second, distributions shall be made to the holders of the then-outstanding Class A Common Stock in equal amounts per share until each share of Class A Common Stock has received an equal amount per share equal to the Class B Preference. If upon any such liquidation, dissolution or winding up of the Company, the assets of the Company available for distribution to the holders of Class A Common Stock pursuant to this Article IV(2)(b) are insufficient to pay such holders the full amount to which they are entitled to under this Article IV(2)(b), then the holders of Class A Common Stock 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 such Class A Common Stock held by them upon such distribution if all amounts payable on or with respect to such Class A Common Stock were paid in full.

(c) Third, the holders of Class A Common Stock and the holders of Class B Common Stock shall be entitled to share equally, on a per share basis, in all remaining assets of the Company of whatever kind available for distribution to the holders of Common Stock.

3. Voting. Except as otherwise provided herein or by applicable law, the holders of the Class A Common Stock and the holders of the Class B Common Stock shall at all times vote together as one class on all matters (including the election of directors) submitted to a vote or for the consent of the stockholders of the Company.

4. Equal Status. Except as expressly provided in this Article IV, Class A Common Stock and Class B Common Stock shall have the same rights and privileges and rank equally, share ratably and be identical in all respects as to all matters.

5. Waiver. Any of the rights, powers, preferences and other terms of the Class B Common Stock set forth herein may be waived on behalf of all holders of Class B Common Stock by the affirmative written consent or vote of the holders of at least a majority of the shares of Class B Common Stock then outstanding.

ARTICLE V

In furtherance and not in limitation of the powers conferred by statute the board of directors of the Company (the "**Board**") shall have the power to adopt, amend or repeal the bylaws of the Company.

ARTICLE VI

The number of directors of the Company shall be determined in the manner set forth in the bylaws of the Company.

ARTICLE VII

Elections of directors need not be by written ballot unless the bylaws of the Company shall so provide.

ARTICLE VIII

Meetings of stockholders may be held within or without the State of Delaware, as the bylaws of the Company may provide. The books of the Company may be kept outside the State of Delaware at such place or places as may be designated from time to time by the Board or in the bylaws of the Company.

ARTICLE IX

To the fullest extent permitted by law, a director of the Company shall not be personally liable to the Company or its stockholders for monetary damages for breach of fiduciary duty as a director. If the DGCL or any other law of the State of Delaware is amended after approval by the stockholders of this Article IX to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Company shall be eliminated or limited to the fullest extent permitted by the DGCL as so amended.

Any repeal or modification of the foregoing provisions of this Article IX by the stockholders of the Company shall not adversely affect any right or protection of a director of the Company existing at the time of, or increase the liability of any director of the Company with respect to any acts or omissions of such director occurring prior to, such repeal or modification.

ARTICLE X

To the fullest extent permitted by applicable law, the Company is authorized to provide indemnification of (and advancement of expenses to) directors, officers and agents of the Company (and any other persons to which DGCL permits the Company to provide indemnification) through bylaw provisions, agreements with such directors, officers, agents or other persons, vote of stockholders or disinterested directors or otherwise, in excess of the indemnification and advancement otherwise permitted by Section 145 of the DGCL.

Any amendment, repeal or modification of the foregoing provisions of this Article X shall not adversely affect any right or protection of any director, officer or other agent of the Company existing at the time of such amendment, repeal or modification.

ARTICLE XI

No stockholder of the Company shall have a right to purchase or otherwise acquire or receive shares of capital stock of the Company sold or issued by the Company except to the extent that such a right may from time to time be expressly set forth in this certificate of incorporation or in a written agreement between the Company and any of its stockholders.

ARTICLE XII

The name and mailing address of the incorporator are as follows: Lakecia Stanford, Much Shelist, P.C., 191 N. Wacker Drive, Suite 1800, Chicago, IL 60606.

ARTICLE XIII

Unless the Company consents in writing to the selection of an alternative forum, the Court of Chancery in the State of Delaware shall be the sole and exclusive forum for any stockholder (including a beneficial owner) to bring (i) any derivative action or proceeding brought on behalf of the

Company, (ii) any action asserting a claim of breach of fiduciary duty owed by any director, officer or employee of the Company to the Company or the Company's stockholders, (iii) any action asserting a claim against the Company, its directors, officers or employees arising pursuant to any provision of the DGCL, this Certificate, or the Company's bylaws or (iv) any action asserting a claim against the Company, its directors, officers or employees governed by the internal affairs doctrine, except for, as to each of (i) through (iv) above, any claim as to which the Court of Chancery determines that there is an indispensable party not subject to the jurisdiction of the Court of Chancery (and the indispensable party does not consent to the personal jurisdiction of the Court of Chancery within 10 days following such determination), which is vested in the exclusive jurisdiction of a court or forum other than the Court of Chancery, or for which the Court of Chancery does not have subject matter jurisdiction. If any provision or provisions of this Article XIII shall be held to be invalid, illegal or unenforceable as applied to any person or entity or circumstance for any reason whatsoever, then, to the fullest extent permitted by law, the validity, legality and enforceability of such provisions in any other circumstance and of the remaining provisions of this Article XIII (including, without limitation, each portion of any sentence of this Article XIII containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) and the application of such provision to other persons or entities and circumstances shall not in any way be affected or impaired thereby.

ARTICLE XIV

Whenever a compromise or arrangement is proposed between this Company and its creditors or any class of them and/or between this Company and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this Company or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for this Company under § 291 of Title 8 of the DGCL or on the application of trustees in dissolution or of any receiver or receivers appointed for this Company under § 279 of Title 8 of the DGCL order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Company, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Company, as the case may be, agree to any compromise or arrangement and to any reorganization of this Company as consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of this Company, as the case may be, and also on this Company.

ARTICLE XV

1. Offer Notice. If, at any time, any one or more holders of Common Stock desire to sell, assign, gift, pledge or otherwise dispose, whether voluntary, involuntary or by operation of law (a "Transfer") shares of Common Stock representing a majority of the issued and outstanding shares of Common Stock in either a bona fide arm's length transaction to a third party purchaser, such holders of Common Stock (the "Sending Stockholders") shall first give written notice thereof (a "Sale Notice") to all other holders of Common Stock (the "Receiving Stockholders"). The Sale Notice must disclose in reasonable detail the identity of the proposed transferee(s) (including all parties holding controlling interests in such proposed transferee), the proposed amount of Shares to be transferred and the terms and conditions of the proposed Transfer and must include a true and correct copy of the written offer to acquire shares of Common Stock received by the Sending Stockholders.

2. Tag Along Rights.

(a) The Sale Notice will create the option of the Receiving Stockholders to participate in the transaction described in the Sale Notice as additional transferring parties, on identical terms and conditions, by delivering a written notice thereof (a "**Tag Along Election Notice**") to the Sending Stockholders within thirty (30) days after delivery of the Sale Notice. Each Receiving Stockholder may Transfer up to a number of shares of Common Stock which bears the same ratio to the aggregate number of shares of Common Stock then owned by such Receiving Stockholders as the number of shares of Common Stock to be sold by the Sending Stockholders in the transaction bears to the aggregate number of shares of Common Stock then owned by the Sending Stockholders; provided, however, that if the transferee refuses to purchase all of such shares of Common Stock, the number of shares of Common Stock to be sold in the transaction by the Sending Stockholders and the Receiving Stockholders shall be reduced pro-rata (in proportion to the total number of shares of Common Stock initially sought to be sold by the Sending Stockholders and the Receiving Stockholders) to the extent necessary to consummate the transaction.

(b) If the Sending Stockholders Transfers any of its Shares in breach of this Article XV(2), then such Transfer shall be null and void. The foregoing shall not preclude any stockholder from seeking alternative remedies against such Sending Stockholder as a result of its breach of Article XV(2) and the Sending Stockholder shall reimburse each Receiving Stockholder for all reasonable out-of-pocket fees and expenses, including reasonable legal fees and expenses, incurred pursuant to the exercise or the attempted exercise of the Receiving Stockholders' rights under this Article XV(2).

3. Drag-Along Rights. The Sending Stockholders may within thirty (30) days from delivery of the Sale Notice, by written notice to the Receiving Stockholders, require that the Receiving Stockholders immediately Transfer all of their shares of Common Stock in the transaction described in the Sale Notice on identical terms and conditions as set forth in the Sale Notice. The Receiving Stockholders must so immediately Transfer their shares of Common Stock and take all other desirable actions reasonably requested by the Sending Stockholders in connection with the Transfer, including executing any documentation being executed by the Sending Stockholders.

[Signature Page Follows]

IN WITNESS WHEREOF, I have executed this Certificate of Incorporation of MCS Communications Holding Company, Inc. on December 4, 2018.

/s/ Lakecia Stanford

Name: Lakecia Stanford

Title: Incorporator