

## EXHIBIT 3

**AMENDMENT NO. 2  
TO  
EXCLUSIVE SALES REPRESENTATIVE AGREEMENT**

This Amendment No. 2 (this "Amendment") to that certain Exclusive Sales Representation Agreement dated January 1, 2017 (as amended and in effect, the "Agreement"), entered into by and among HUBBELL LIGHTING, INC., a Connecticut corporation ("HLI"), LITECONTROL CORPORATION, a Massachusetts corporation ("LC" and, together with HLI, the "Company"); and LIGHTING ASSOCIATES, INC., a Georgia corporation ("Representative") is made the 1<sup>st</sup> day of January, 2019 (the "Amendment Effective Date").

In consideration of the covenants and conditions contained herein, the parties hereto agree as follows:

1. Defined Terms. Capitalized terms used herein without definition shall have the meanings ascribed to them in the Agreement.

2. Initial Term. The first paragraph of Section 9(a) of the Agreement is deleted in its entirety and replaced with the following:

“a. This Agreement shall become effective as of January 1, 2017 and shall continue in force until December 31, 2023 (the "Initial Term"). After the expiration of the Initial Term, this Agreement may be terminated by either party at any time without cause upon providing thirty (30) days' prior written notice of termination to the other party hereto.”

3. Termination Rights. Section 9(i) of the Agreement is deleted in its entirety and replaced with the following:

“i. In the event of a termination by the Representative for any reason or a termination by the Company for Cause pursuant to Section 9(a) during the Initial Term, the Representative shall promptly repay to the Company the unamortized portion (as calculated in accordance with Schedule D) of the Signing Bonus (as defined in Schedule D) within thirty (30) days of such event.”

4. Amendment of Schedule B. Schedule B of the Agreement is hereby deleted in its entirety and replaced by the *Schedule B* that is attached to this Amendment.

5. Amendment of Schedule D. Schedule D of the Agreement is hereby deleted in its entirety and replaced by the *Schedule D* that is attached to this Amendment.

6. Confidentiality. The Representative agrees that it shall not disclose to any third party at any time during the term of the Agreement, or any extension thereof, or thereafter, any trade secrets, design details, prices, price policies, processes, or operational procedures or any other information, including without limitation the terms contained in this Amendment, supplied in confidence by the Company in relation to the Products or the Company's affairs or business or method of carrying on business.

7. Continuing Effect; No Other Amendments. Except as expressly amended hereby, all of the terms and provisions of the Agreement are and shall remain in full force and effect. All of the terms and provisions of the Agreement without giving effect to this Amendment shall continue to apply to the period of time prior to the date hereof. The amendments contained herein shall not constitute an

amendment or waiver of any other provision of the Agreement or for any purpose except as expressly set forth herein. The parties shall preserve all rights, remedies, powers and privileges under the Agreement.

8. Governing Law. This Amendment shall be governed by, and construed and interpreted in accordance with, the laws of the State of South Carolina.

9. Severability. Any provision of this Amendment that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate nor render unenforceable such provision in any other jurisdiction.

10. Counterparts. This Amendment may be executed in any number of counterparts by the parties hereto, each of which counterparts when so executed shall be an original, but all the counterparts shall together constitute one and the same instrument. Delivery of an executed signature page of this Amendment (which may be by electronic transmission) shall be effective as delivery of a manually executed counterpart hereof.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers as of the date specified above.

HLI:

HUBBELL LIGHTING, INC.

By: 

Name: Chris Stockton

Title: VP Sales, C&I

Address: 701 Millennium Boulevard  
Greenville, SC 29607

LC:

LITECONTROL CORPORATION

By: 

Name: James Farrell

Title: Vice President, Finance

Address: 65 Spring St  
Plympton, MA 02367

THE REPRESENTATIVE:

LIGHTING ASSOCIATES, INC.

By: 

Name: Douglas Bogue

Title: President & CEO

Address: 3600 Swiftwater Park Drive  
Suwannee, GA 30024

By: 

Name: Jason Kwintner

Title: VP - Architectural Specification Sales

Address: 3600 Swiftwater Park Drive  
Suwannee, GA 30024

By: 

Name: Kevin Thomas

Title: VP - Operations

Address: 3600 Swiftwater Park Drive  
Suwannee, GA 30024

By: 

Name: Russ Walter

Title: VP - Distributor/Contractor Sales

Address: 3600 Swiftwater Park Drive  
Suwannee, GA 30024

**SCHEDULE B****LIGHTING ASSOCIATES, INC.****TERRITORY****State: GEORGIA****Counties:**

Appling	Cook	Hart	Oglethorpe	Union
Atkinson	Coweta	Heard	Paulding	Upton
Bacon	Crawford	Henry	Peach	Walton
Baker	Crisp	Houston	Pickens	Ware
Baldwin	Dawson	Irwin	Pierce	Warren
Banks	De Kalb	Jackson	Pike	Washington
Barrow	Decatur	Jasper	Polk	Wayne
Bartow	Dodge	Jeff Davis	Pulaski	Webster
Ben Hill	Dooly	Jefferson	Putnam	Wheeler
Berrien	Dougherty	Jenkins	Quitman	White
Bibb	Douglas	Johnson	Rabun	Wilcox
Bleckley	Early	Jones	Randolph	Wilkes
Brantley	Echols	Lamar	Richmond	Wilkinson
Brooks	Effingham	Lanier	Rockdale	Worth
Bryan	Elbert	Laurens	Schley	
Bulloch	Emanuel	Lee	Screven	
Burke	Evans	Liberty	Seminole	
Butts	Fannin	Lincoln	Spalding	
Calhoun	Fayette	Long	Stephens	
Camden	Floyd	Lowndes	Stewart	
Candler	Forsyth	Lumpkin	Sumter	
Carroll	Franklin	Macon	Talbot	
Charlton	Fulton	Madison	Taliaferro	
Chatham	Gilmer	Marion	Tattnall	
Chattahoochee	Glascok	McDuffie	Taylor	
Chattooga	Glynn	McIntosh	Telfair	
Cherokee	Gordon	Meriwether	Terrell	
Clarke	Grady	Miller	Thomas	
Clay	Greene	Mitchell	Tift	
Clayton	Gwinnett	Monroe	Toombs	
Clinch	Habersham	Montgomery	Towns	
Cobb	Hall	Morgan	Treutlen	
Coffee	Hancock	Muscogee	Troup	
Colquitt	Haralson	Newton	Turner	
Columbia	Harris	Oconee	Twiggs	

**TERRITORY (CONTINUED)**  
**LIGHTING ASSOCIATES, INC.**

**State: FLORIDA**

**Counties:**

Alachua	Dixie	Hamilton	Liberty	Suwanee
Baker	Duval	Jefferson	Madison	Taylor
Bradford	Franklin	Lafayette	Nassau	Union
Clay	Gadsen	Leon	Putnam	Wakulla
Columbia	Gilchrist	Levy	St. Johns	

**State: SOUTH CAROLINA**

**Counties:**

Aiken	Edgefield
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TERRITORY (CONTINUED)  
LIGHTING ASSOCIATES, INC.

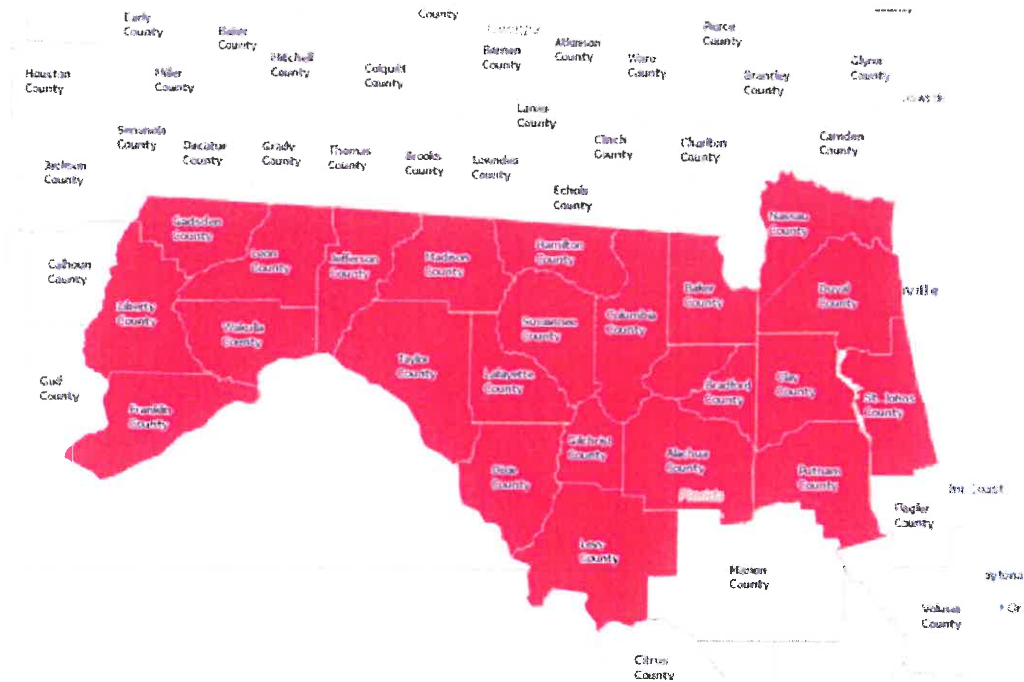
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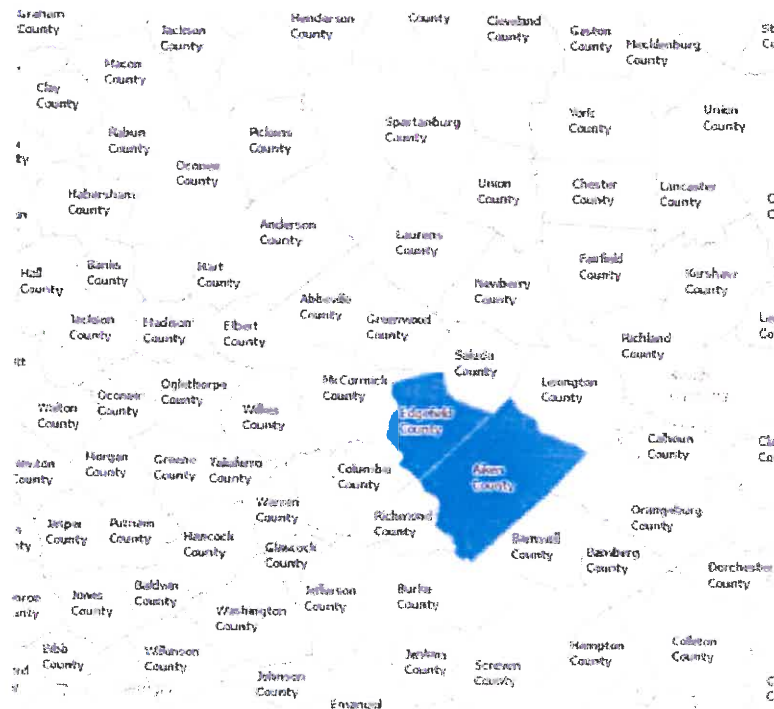


**TERRITORY (CONTINUED)**  
**LIGHTING ASSOCIATES, INC.**

State: **FLORIDA**



State: **SOUTH CAROLINA**



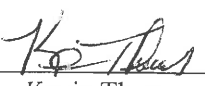


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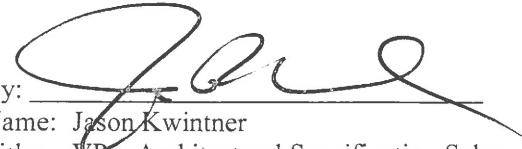
THE REPRESENTATIVE:  
LIGHTING ASSOCIATES, INC.

By:   
Name: Douglas Bogue  
Title: President & CEO

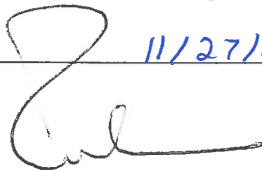
Date: 11/27/18

By:   
Name: Kevin Thomas  
Title: VP - Operations

Date: 11/27/18

By:   
Name: Jason Kwintner  
Title: VP - Architectural Specification Sales

Date: 11/27/18

By:   
Name: Russ Walter  
Title: VP - Distributor/Contractor Sales

Date: 11/27/18

**SCHEDULE D****LIGHTING ASSOCIATES, INC.****1. SCHEDULE OF COMMISSION RATES:**

Effective as of the Effective Date, commission rates shall be defined by the Company's most current confidential price schedules and/or quotations issued to the Representative for defined projects or distributor stock requirements. In certain cases, or where deviations are made from published prices, the Company reserves the right to negotiate such Commission rates.

Out of Territory specifications will be accepted by the Company prior to orders being placed. The out of Territory specifying representative must supply, the job name, job location, specifier name/address and a complete bill of materials for the project. The representative that the Company designates as the specifying representative will be paid 50% of the normal Commission on the order, the territory (geographical destination) representative will be paid 25% of the normal Commission and the ordering (places purchase order with Company) representative will be paid 25% of the normal Commission. The Company's decision to make such allocations and the amount thereof shall be made on a case-by-case basis and shall rest solely at the discretion of the Company.

**2. SIGNING BONUS:**

As consideration for entering into this Agreement, the Company shall pay the Representative a signing bonus of \$[REDACTED] (the "Cash Signing Bonus"), which shall be payable to the Representative on or before January 5, 2019.

Pursuant to the terms of the Amended and Restated Exclusive Sales Representation Agreement for the North Georgia territory dated February 9, 2015 (as amended, the "North Georgia ESRA"), the Representative earned a deferred signing bonus in an original amount equal to \$[REDACTED] (the "Deferred Signing Bonus"). The Representative and the Company agree that the unamortized portion of the Deferred Signing Bonus balance is \$[REDACTED] as of January 1, 2019 (the "Deferred Signing Bonus Balance") and shall continue to be amortized until December 31, 2023. The Deferred Signing Bonus Balance together with the Cash Signing Bonus, (the "Signing Bonus"), shall be amortized in sixty (60) equal monthly installments of \$[REDACTED], commencing with January 1, 2019 and ending with December 31, 2023 (the "Amortization Period").

**3. GUARANTEED COMMISSION RATES:****A. 2019-2021 Guaranteed Commission Rate**

For each of calendar years 2019, 2020 and 2021, the Representative's aggregate monthly Commission shall be (excluding overage) the aggregate net invoice price of all Products ordered during such calendar month *multiplied by* [REDACTED] percent ([REDACTED]%), as determined based on the then-current Company price and commission schedules, for all Products ordered during such calendar month.

**B. 2022 Guaranteed Commission Rate**

For the calendar year 2022, if the actual total net sales amount achieved by the Representative during 2021 exceeds the actual total net sales amount achieved by the Representative during 2020 by at least 5% (the "2022 Guaranteed Commission Baseline"), then the Representative's aggregate monthly Commission shall be (excluding overage) the aggregate net invoice price of all Products ordered during

such calendar month *multiplied by* [REDACTED] percent ([REDACTED]%), as determined based on the then-current Company price and commission schedules, for all Products ordered during such calendar month. If the Representative does not achieve the 2022 Guaranteed Commission Baseline, then the Representative's aggregate monthly Commission shall be (excluding overage) the aggregate net invoice price of all Products ordered during such calendar month *multiplied by* [REDACTED] percent ([REDACTED]%), as determined based on the then-current Company price and commission schedules, for all Products ordered during such calendar month.

**C. 2023 Guaranteed Commission Rate**

For the calendar year 2023, if the actual total net sales amount achieved by the Representative during 2022 exceeds the actual total net sales amount achieved by the Representative during 2021 by at least 5% (the "2023 Guaranteed Commission Baseline"), then the Representative's aggregate monthly Commission shall be (excluding overage) the aggregate net invoice price of all Products ordered during such calendar month *multiplied by* [REDACTED] percent ([REDACTED]%), as determined based on the then-current Company price and commission schedules, for all Products ordered during such calendar month. If the Representative does not achieve the 2023 Guaranteed Commission Baseline, then the Representative's aggregate monthly Commission shall be (excluding overage) the aggregate net invoice price of all Products ordered during such calendar month *multiplied by* [REDACTED] percent ([REDACTED]%), as determined based on the then-current Company price and commission schedules, for all Products ordered during such calendar month.

**4. ANNUAL BONUS INCENTIVE PROGRAM**

For each of calendar years 2020 and 2021, the Representative shall be entitled to earn an annual incentive bonus (each, an "Incentive Bonus") if the Representative meets or exceeds certain aggregate Eligible Sales growth targets for such calendar year (*set forth below*). Each Incentive Bonus (if earned) shall be paid by the Company to the Representative within forty-five (45) days following the end of the calendar year.

For purposes hereof, "Eligible Sales" means, with respect to an applicable calendar, an amount equal to all net sales of the Company's Products represented by the Representative set forth on Schedule A (excluding overage) during such calendar year.

**A. 2020 Incentive Bonus**


[REDACTED]


**B. 2021 Incentive Bonus**


[REDACTED]

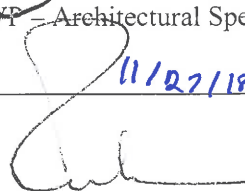
Acknowledged by:

THE REPRESENTATIVE:  
LIGHTING ASSOCIATES, INC.

By:   
Name: Douglas Bogue  
Title: President & CEO  
Date: 11-27-18

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Name: Kevin Thomas  
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