UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of
The Securities Exchange Act of 1934

Date of Report: September 9, 2019
(Date of earliest event reported)

DIGIRAD CORPORATION

(Exact name of registrant as specified in its charter)

Delaware	**001-35947**	**33-0145723**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

1048 Industrial Court,
Suwanee, GA 30024
(Address of principal executive offices, including zip code)

(858) 726-1600
(Registrant's telephone number, including area code)

Not Applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value $0.0001 per share	DRAD	NASDAQ Global Market
Series A Cumulative Perpetual Preferred Stock, par value $0.0001 per share	DRADP	NASDAQ Global Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§232.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).
Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01. Entry into a Material Definitive Agreement.

The information set forth below under Item 2.01 of this Current Report on Form 8-K is hereby incorporated into this Item 1.01 by reference.

Item 2.01. Completion of Acquisition or Disposition of Assets.

Merger

On September 10, 2019, Digirad Corporation (the "**Company**") completed its acquisition of ATRM Holdings, Inc. ("**ATRM**"). Pursuant to an Agreement and Plan of Merger, dated as of July 3, 2019 (the "**Merger Agreement**"), among the Company, Digirad Acquisition Corporation, a Minnesota corporation and wholly-owned subsidiary of the Company ("**Merger Sub**"), and ATRM, Merger Sub merged with and into ATRM (the " **Merger**"), with ATRM as the surviving company.

At the effective time of the Merger, (i) each share of ATRM common stock converted into the right to receive three one-hundredths (0.03) of a share of 10.0% Series A Cumulative Perpetual Preferred Stock, par value $0.0001 per share, of the Company ("**Company Preferred Stock**") and (ii) each share of ATRM 10.00% Series B Cumulative Preferred Stock, par value $0.001 per share ("**ATRM Preferred Stock**"), converted into the right to receive two and one-half (2.5) shares of Company Preferred Stock, for an approximate aggregate total of 1,622,455 shares of Company Preferred Stock. No fractional shares of Company Preferred Stock will be issued to any ATRM shareholder in the Merger. Each ATRM shareholder who would otherwise have been entitled to receive a fraction of a share of Company common stock in the Merger will receive one whole share of Company Preferred Stock.

This description of the Merger is qualified in its entirety by reference to the Merger Agreement, a complete copy of which was filed as Exhibit 2.1 to the Current Report on Form 8-K filed by the Company on July 3, 2019 and is incorporated herein by reference. A copy of the press release, dated September 10, 2019, announcing the completion of the Merger is included as Exhibit 99.1 to this Current Report on Form 8-K and incorporated into this Item 2.01 by reference.

Private Placement

Immediately prior to the closing of the Merger, we issued 300,000 shares of Company Preferred Stock in a private placement (the "**Private Placement**") to Lone Star Value Investors, LP for a price of $10 per share for total proceeds to the Company of $3 million. The Private Placement was made pursuant to the terms of a Stock Purchase Agreement, dated as of September 10, 2019 (the "**SPA**"). The Company intends to use the proceeds from the Private Placement for the repayment of debt owed by a wholly-owned subsidiary of ATRM. Lone Star Value Investors, LP is a significant holder of the Company's common stock and the Company Preferred Stock.

No placement agent or other financial intermediary was engaged or compensated in connection with the Private Placement. After the closing of the Merger and the Private Placement, the Company had outstanding approximately 1,922,455 shares of Company Preferred Stock. However, the securities sold in the Private Placement have not been registered under the Securities Act of 1933, as amended (the "**Act**"), and may not be resold absent registration under, or exemption from registration under, the Act.

In accordance with the terms of the Private Placement, at the closing, the Company and Lone Star Value Investors, LP entered into a Registration Rights Agreement, dated as of September 10, 2019 (the "**Registration Rights Agreement**"), pursuant to which Digirad agreed to file a registration statement with the U.S. Securities and Exchange Commission (the "**SEC**"), covering the resale of the shares of Company Preferred Stock issued in the Private Placement, if and upon the written request of the Private Placement investors at any time on or before September 10, 2021. Digirad is obligated to maintain the effectiveness of the registration statement from its effective date until the later of (a) the date on which all registrable shares covered by the registration statement have been sold, or may be sold without volume or manner of sale restrictions under Rule 144 or (b) the second anniversary of the closing date. Digirad agreed to use commercially reasonable efforts to have the registration statement declared effective by the SEC as soon as possible following the filing thereof. There are no monetary penalties if the registration statement is not filed or does not become effective on a timely basis.

In addition, prior to the effective time of the Merger, the Company entered into an agreement with Jeffrey Eberwein, the Company's Chairman of the Board, pursuant to which the Company has the right to require Mr. Eberwein to acquire up to 100,000 shares of Company Preferred Stock at a price of $10 per share for aggregate proceeds of up to $1,000,000 at any time, in the Company's discretion, during the 12 months following the effective time of the Merger (the "**Issuance Option**").

The foregoing descriptions of the Merger Agreement, the SPA, the Registration Rights Agreement and the Issuance Option, and the Company's obligations thereunder do not purport to be complete and are qualified in their entirety by reference to the full text of the Merger Agreement, the SPA, the Registration Rights Agreement and the Issuance Option, each of which is included herewith as Exhibit 2.1, 10.1, 10.2 and 10.3, respectively, and each of which is incorporated herein by reference.

Guaranties

On September 10, 2019, the Company entered into that certain Consent and Acknowledgement Agreement and Twelfth Amendment to Loan Agreement, dated as of September 10, 2019, by and among Gerber Finance Inc. ("**Gerber**"), KBS Builders, Inc., ATRM and the Company (the "**Guaranty**"), pursuant to which the Company agreed to guarantee amounts borrowed by certain of ATRM's subsidiaries from Gerber. The Guaranty requires the Company to serve as an additional guarantor with the existing guarantor, ATRM, with respect to the payment, performance and discharge of each and every obligation of payment and performance by the borrowing subsidiaries with respect to the loans made by Gerber to them.

The foregoing description of the Guaranty is included to provide information regarding its terms. It does not purport to be a complete description and is qualified in its entirety by reference to the full text of the Guaranty, which is filed as Exhibit 10.4 hereto and is incorporated herein by reference.

Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The description of the Guaranties and the transactions contemplated thereby under Item 2.01 above is hereby incorporated by reference in its entirety into this Item 2.03.

Item 3.02. Unregistered Sale of Equity Securities.

The description contained under Item 2.01 above is hereby incorporated by reference in its entirety into this Item 3.02. The issuance of shares of Company Preferred Stock in the Private Placement was exempt from registration under Section 4(a)(2) of the Securities Act of 1933, as amended (the "**Securities Act**") as sales by an issuer not involving a public offering. None of the foregoing issuances were registered under the Securities Act, or the securities laws of any state, and were offered and sold in reliance on the exemption from registration afforded by Section 4(a)(2) and corresponding provisions of state securities laws, which exempts transactions by an issuer not involving any public offering. In each case, the issuances were made, without any general solicitation or advertising, to a limited number of sophisticated investors with knowledge and experience of financial and business matters related to an investment in the Company's securities. In addition, the securities issued in the foregoing issuances were restricted securities bearing transfer restrictions and the recipients acquired such securities for their own respective accounts without a view to resell or distribute them. Such securities may not be offered or sold in the United States absent registration or an applicable exemption from the registration requirements and certificates evidencing such shares contain a legend stating the same. Accordingly, the foregoing issuances are subject to the private placement exemption from registration provided by Section 4(a)(2) of the Securities Act.

Item 3.03. Material Modification to Rights of Security Holders.

The filing of the Certificate of Designation (defined below) and the issuance of the Company Preferred Stock affects the holders of the Company's common stock to the extent provided for in the Certificate of Designation. The information included in Item 5.03 of this Current Report on Form 8-K, including the description of the Certificate of Designation, is also incorporated by reference into this Item 3.03 of this Current Report on Form 8-K.

Item 5.03. Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

On September 9, 2019, the Company filed a Certificate of Designations, Rights and Preferences of Series A Preferred Stock of Digirad Corporation (the "**Certificate of Designation**") with the Delaware Secretary of State with respect to 8,000,000 shares of Company Preferred Stock. As set forth in the Certificate of Designation, the terms of the Company Preferred Stock include, among other things: (i) dividends will be cumulative from (but excluding) the date of issue, and will be payable quarterly in arrears, at a rate of 10.0% per annum per $10.00 of stated liquidation preference per share (or $1.00 per share of Company Preferred Stock per year); (ii) following the fifth anniversary of issuance, the Company may redeem (at its option, in whole or in part) the Company Preferred Stock at a cash redemption price of $10.00 per share, plus any accumulated and unpaid dividends; (iii) upon a Change of Control Triggering Event, as defined in the Certificate of Designation, holders of the Company Preferred Stock may require the Company to redeem the Company Preferred Stock at a price of $10.00 per share, plus any accumulated and unpaid dividends; (iv) the Company Preferred Stock will not be subject to any sinking fund and will not be convertible into or exchangeable for any of other securities; and (v) holders of the Company Preferred Stock generally will have no voting rights except for certain limited voting rights, including in circumstances where dividends payable on the outstanding Company Preferred Stock are in arrears for six or more consecutive quarterly dividend periods and to amend the terms of the Company Preferred Stock if it would materially and adversely alter the rights of holders of the Company Preferred Stock. See the Certificate of Designation for additional information relating to the payment of dividends, voting rights, the ranking of the Preferred Stock in comparison with the Company's other securities, and other matters.

The foregoing description is qualified in its entirety by the Certificate of Designation which is attached hereto as Exhibit 3.1 and incorporated herein by reference.

Item 8.01. Other Events

On September 10, 2019, the Company issued a press release announcing the completion of the Merger and Private Placement. A copy of the press release issued in connection with the foregoing announcement is filed as Exhibit 99.1 to this Current Report on Form 8-K.

Forward-Looking Statements

The SEC encourages companies to disclose forward-looking information so that investors can better understand a company's future prospects and make informed investment decisions. Certain statements in this report are forward-looking statements and are made pursuant to the safe harbor provisions of the Securities Litigation Reform Act of 1995, as amended. These forward-looking statements reflect, among other things, the Company's current expectations, plans, strategies, and anticipated financial results. There are a number of risks, uncertainties, and conditions that may cause the Company's actual results to differ materially from those expressed or implied by these forward-looking statements. These risks and uncertainties include the Company's ability to successfully integrate ATRM's operations and realize the synergies from the Merger, as well as a number of factors related to the Company's business and that of ATRM, including economic and financial market conditions generally and economic conditions in the Company's and ATRM's markets; various risks to preferred stockholders of not receiving dividends and risks to the Company's ability to pursue growth opportunities if the Company continues to pay dividends according to the terms of the Company Preferred Stock; various risks to the price and volatility of the Company's Preferred Stock; the substantial amount of debt and the Company's ability to repay or refinance it or incur additional debt in the future; the Company's need for a significant amount of cash to service and repay the debt and to pay dividends on the Company Preferred Stock; restrictions contained in the debt agreements that limit the discretion of management in operating the business; regulatory changes, including changes to reimbursement policies, development and introduction of new technologies and intense competition in the healthcare industry; risks associated with the Company's possible pursuit of acquisitions; system failures; losses of significant contracts; disruptions in the relationship with third party vendors; losses of key management personnel and the inability to attract and retain highly qualified management and personnel in the future; changes in the extensive governmental legislation and regulations governing healthcare providers and the provision of healthcare services; high costs of regulatory compliance; the competitive impact of legislation and regulatory changes in the healthcare industry; and liability and compliance costs regarding environmental regulations. A detailed discussion of these and other risks and uncertainties that could cause actual results and events to differ materially from such forward-looking statements are discussed in more detail in the Company's filings with the SEC, including their reports on Form 10-K and Form 10-Q. Many of these circumstances are beyond the Company's ability to control or predict. Moreover, forward-looking statements necessarily involve assumptions on the Company's part. These forward-looking statements generally are identified by the words "believe", "expect", "anticipate", "estimate", "project", "intend", "plan", "should", "may", "will", "would", "will be", "will continue" or similar expressions. Such forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause actual results, performance or achievements of the Company and its subsidiaries to be different from those expressed or implied in the forward-looking statements. All forward-looking statements attributable to us or persons acting on the Company's behalf are expressly qualified in their entirety by the cautionary statements that appear throughout this report. Furthermore, forward-looking statements speak only as of the date they are made. Except as required under the federal securities laws or the rules and regulations of the SEC, the Company disclaims any intention or obligation to update or revise publicly any forward-looking statements. You should not place undue reliance on forward-looking statements.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits.

Exhibit Number	Description
2.1	Agreement and Plan of Merger, by and among Digirad Corporation, ATRM Holdings, Inc. and Digirad Acquisition Corporation, dated July 3, 2019 (incorporated by reference to Exhibit 2.1 to the Company's Current Report on Form 8-K dated July 3, 2019).
3.1	Certificate of Designations, Rights and Preferences of Series A Preferred Stock of Digirad Corporation.
10.1	Stock Purchase Agreement, dated as of September 10, 2019, by and between Digirad Corporation and Lone Star Value Investors, LP.
10.2	Registration Rights Agreement, dated as of September 10, 2019, by and between Digirad Corporation and Lone Star Value Investors, LP.
10.3	Put Option Purchase Agreement, dated as of September 10, 2019, by and between Digirad Corporation and Lone Star Value Investors, LP.
10.4	Consent and Acknowledgement Agreement and Twelfth Amendment to Loan Agreement, dated as of September 10, 2019, by and among Gerber Finance Inc., KBS Builders, Inc., ATRM Holdings, Inc. and Digirad Corporation.
99.1	Press Release, dated September 10, 2019.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

DIGIRAD CORPORATION

Date: September 11, 2019

By: /s/ Matthew G. Molchan
Matthew G. Molchan
President and Chief Executive Officer

Exhibit 3.1

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:47 PM 09/09/2019
FILED 01:47 PM 09/09/2019
SR 20196933842 – File Number 2702192

DIGIRAD CORPORATION

CERTIFICATE OF DESIGNATIONS, RIGHTS AND PREFERENCES

OF

10.0% SERIES A CUMULATIVE PERPETUAL PREFERRED STOCK

Pursuant to Section 151 of the
Delaware General Corporation Law

Digirad Corporation, a Delaware corporation (the "Corporation"), hereby certifies that the following resolution was adopted by the Board of Directors of the Corporation (the "Board of Directors ") pursuant to the authority of the Board of Directors as required by Section 151 of the Delaware General Corporation Law.

WHEREAS, that the Restated Certificate of Incorporation of the Corporation as filed with the Secretary of State of Delaware on May 1, 2006 (as amended, the "Certificate of Incorporation"), provides for a class of its authorized stock known as preferred stock, comprised of 10,000,000 shares, $0.0001 par value per share (the "Preferred Stock"), issuable from time to time in one or more series;

WHEREAS, the Board of Directors is authorized by the provisions of the Certificate of Incorporation to fix the dividend rights, dividend rate, voting rights, conversion rights, rights and terms of redemption and liquidation preferences of any wholly unissued series of Preferred Stock and the number of shares constituting any such series;

NOW THEREFORE, BE IT RESOLVED, that pursuant to this authority granted to and vested in the Board of Directors in accordance with the provisions of the Certificate of Incorporation, the Board of Directors hereby adopts this Certificate of Designations, Rights and Preferences (the "Certificate of Designations ") for the purpose of creating a series of Preferred Stock of the Corporation classified and designated as 10.0% Series A Cumulative Perpetual Preferred Stock, par value $0.0001 per share (the "Series A Preferred Stock "), and hereby states the designation and number of shares, and fixes the relative rights, powers and preferences, and qualifications, limitations and restrictions of the Series A Preferred Stock as follows:

1. **Designation and Number**. A series of preferred stock, designated the 10.0% Series A Cumulative Perpetual Preferred Stock (the **"Series A Preferred Stock"**), is hereby established. The number of shares of Series A Preferred Stock shall be 8,000,000.

2. **Rank**. The Series A Preferred Stock, with respect to dividend rights and rights upon liquidation, dissolution or winding up of the Corporation, will rank (i) senior to the common stock of the Corporation, $0.0001 par value per share, of the Corporation (the **"Common Stock"**) and to all other equity securities issued by the Corporation the terms of which specifically provide that such equity securities rank junior to the Series A Preferred Stock with respect to dividend rights or rights upon liquidation, dissolution or winding up of the Corporation; (ii) on a parity with all equity securities issued by the Corporation the terms of which specifically provide that such equity securities rank on a parity with the Series A Preferred Stock with respect to dividend rights and rights upon liquidation, dissolution or winding up of the Corporation (the **"Parity Preferred Stock"**); and (iii) junior to all equity securities issued by the Corporation the terms of which specifically provide that such equity securities rank senior to the Series A Preferred Stock with respect to dividend rights or rights upon liquidation, dissolution or winding up of the Corporation and to all existing and future indebtedness of the Corporation. The term "equity securities" does not include convertible debt securities.

3. **Dividends**.

(a) Holders of shares of the Series A Preferred Stock are entitled to receive, when and as authorized by the Board of Directors (or a duly authorized committee thereof) and declared by the Corporation, out of funds legally available for the payment of dividends, preferential cumulative cash dividends at the rate of 10.0% per annum of the $10.00 liquidation preference per share (equivalent to a fixed annual amount of $1.00 per share). Dividends on the Series A Preferred Stock shall be cumulative from (but excluding) the date of original issue and shall be payable quarterly in arrears on or before the last day of each of March, June, September and December (each, a **"Dividend Payment Date"**) or, if such date is not a Business Day (as defined below), on the immediately succeeding Business Day or on such later date as designated by the Board of Directors, with the same force and effect as if paid on such date. Any dividend payable on the Series A Preferred Stock for any partial dividend period will be computed on the basis of a 360-day year consisting of twelve 30-day months. Dividends will be payable to holders of record as they appear in the Corporation's stock records for the Series A Preferred Stock at the close of business on the applicable record date, which shall be the first day of each of March, June, September and December, whether or not a Business Day, in which the applicable Dividend Payment Date falls (each, a **"Dividend Record Date"**). The term **"Business Day"** shall mean any calendar day on which the Nasdaq Global Market is open for trading.

(b) No dividends on shares of Series A Preferred Stock shall be authorized by the Board of Directors or declared by the Corporation or paid or set apart for payment by the Corporation at such time as the terms and provisions of any agreement of the Corporation, including any agreement relating to its indebtedness, prohibits such authorization, declaration, payment or setting apart for payment or provides that such authorization, declaration, payment or setting apart for payment would constitute a breach thereof or a default thereunder, or if such authorization, declaration, payment or setting apart for payment shall be restricted or prohibited by law.

(c) Notwithstanding the foregoing, dividends on the Series A Preferred Stock will accumulate whether or not the Corporation has earnings, whether or not restrictions exist in respect thereof, whether there are funds legally available for the payment of such dividends and whether or not such dividends are authorized and declared. Accumulated but unpaid dividends on the Series A Preferred Stock will not bear interest and holders of the Series A Preferred Stock will not be entitled to any distributions in excess of full cumulative distributions described above. When dividends are not paid in full (or a sum sufficient for such full payment is not so set apart) upon the Series A Preferred Stock and the shares of any class or series of Parity Preferred Stock, all dividends declared upon the Series A Preferred Stock and any class or series of Parity Preferred Stock shall be declared pro rata so that the amount of dividends declared per share of Series A Preferred Stock and such class or series of Parity Preferred Stock shall in all cases bear to each other the same ratio that accumulated dividends per share on the Series A Preferred Stock and such class or series of Parity Preferred Stock (which shall not include any accrual in respect of unpaid dividends for prior dividend periods if such Parity Preferred Stock does not have a cumulative dividend) bear to each other.

(d) Except as provided in the immediately preceding paragraph, unless full cumulative dividends on the Series A Preferred Stock have been or contemporaneously are declared and paid or declared and a sum sufficient for the payment thereof is set apart for payment for all past dividend periods, no dividends (other than a dividend in shares of Common Stock or other shares of stock ranking junior to the Series A Preferred Stock as to dividends and upon liquidation) shall be declared and paid or declared and set apart for payment nor shall any other distribution be declared and made upon the Common Stock or any other stock of the Corporation ranking junior to or on a parity with the Series A Preferred Stock as to dividends or upon liquidation, nor shall any shares of Common Stock or any other stock of the Corporation ranking junior to or on a parity with the Series A Preferred Stock as to dividends or upon liquidation be redeemed, purchased or otherwise acquired for any consideration (or any monies be paid to or made available for a sinking fund for the redemption of any such shares) by the Corporation. Holders of shares of the Series A Preferred Stock shall not be entitled to any dividend, whether payable in cash, property or stock, in excess of full cumulative dividends on the Series A Preferred Stock as provided above. Any dividend payment made on shares of the Series A Preferred Stock shall first be credited against the earliest accumulated but unpaid dividend due with respect to such shares which remains payable.

4. **Liquidation Preference**. Upon any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Corporation, the holders of shares of Series A Preferred Stock are entitled to be paid out of the assets of the Corporation legally available for distribution to its stockholders a liquidation preference of $10.00 per share, plus an amount equal to any accumulated and unpaid dividends to but excluding the date of payment, but without interest, before any distribution of assets is made to holders of Common Stock or any other class or series of stock of the Corporation that ranks junior to the Series A Preferred Stock as to liquidation rights. If the assets of the Corporation legally available for distribution to stockholders are insufficient to pay in full the liquidation preference on the Series A Preferred Stock and the liquidation preference on the shares of any class or series of Parity Preferred Stock, all assets distributed to the holders of the Series A Preferred Stock and any class or series of Parity Preferred Stock shall be distributed pro rata so that the amount of assets distributed per share of Series A Preferred Stock and such class or series of Parity Preferred Stock shall in all cases bear to each other the same ratio that the liquidation preference per share on the Series A Preferred Stock and such class or series of Parity Preferred Stock bear to each other. Written notice of any such liquidation, dissolution or winding up of the Corporation, stating the payment date or dates when, and the place or places where, the amounts distributable in such circumstances shall be payable, shall be given by first class mail, postage pre-paid, not less than 30 nor more than 60 days prior to the payment date stated therein, to each record holder of the Series A Preferred Stock at the respective addresses of such holders as the same shall appear on the stock transfer records of the Corporation. After payment of the full amount of the liquidation preference, plus any accumulated and unpaid dividends to which they are entitled, the holders of Series A Preferred Stock will have no right or claim to any of the remaining assets of the Corporation. The consolidation, conversion or merger of the Corporation with or into another entity, a merger of another entity with or into the Corporation, a statutory share exchange by the Corporation or a sale, lease, transfer or conveyance of all or substantially all of the Corporation's property or business shall not be deemed to constitute a liquidation, dissolution or winding up of the Corporation.

5. **Redemption**. The Series A Preferred Stock shall be subject to redemption by the Corporation as provided below:

(a) *Definitions*. As used in this Section 5, the following terms shall have the following meanings unless the context otherwise requires:

"1940 Act" means the Investment Company Act of 1940, as amended, or any successor statute.

"Capital Stock" of a corporation means the capital stock of every class whether now or hereafter authorized, regardless of whether such capital stock shall be limited to a fixed sum or percentage with respect to the rights of the holders thereof to participate in dividends and in the distribution of assets upon the voluntary or involuntary liquidation, dissolution or winding up of such corporation.

"Change of Control Payment" shall have the meaning as set forth in Section 5(d)(i).

"Change of Control Payment Date" shall have the meaning as set forth in Section 5(d)(ii).

"Change of Control Redemption" shall have the meaning as set forth in Section 5(d)(i).

"Change of Control Triggering Event" means the occurrence of any of the following: (1) the direct or indirect sale, lease, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or more series of related transactions, of all or substantially all of the Corporation's assets and the assets of the Corporation's subsidiaries, taken as a whole, to any Person, other than the Corporation or one of the Corporation's subsidiaries; (2) the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that any Person becomes the beneficial owner (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly, of more than 50% of the Corporation's outstanding Voting Stock or other Voting Stock into which the Corporation's Voting Stock is reclassified, consolidated, exchanged or changed, measured by voting power rather than number of shares; (3) the Corporation consolidates with, or merges with or into, any Person, or any Person consolidates with, or merges with or into, the Corporation, in any such event pursuant to a transaction in which any of the Corporation's outstanding Voting Stock or the Voting Stock of such other Person is converted into or exchanged for cash, securities or other property, other than any such transaction where the shares of the Corporation's Voting Stock outstanding immediately prior to such transaction constitute, or are converted into or exchanged for, a majority of the Voting Stock of the surviving Person or any direct or indirect parent company of the surviving Person immediately after giving effect to such transaction; (4) the first day on which a majority of the members of the Board of Directors are not Continuing Directors; or (5) the adoption of a plan relating to the Corporation's liquidation or dissolution. Notwithstanding the foregoing, a transaction will not be deemed to involve a Change of Control Triggering Event under clause (2) above if (i) the Corporation becomes a direct or indirect wholly-owned subsidiary of a holding company and (ii)(A) the direct or indirect holders of the Voting Stock of such holding company immediately following that transaction are substantially the same as the holders of the Corporation's Voting Stock immediately prior to that transaction or (B) immediately following that transaction no Person (other than a holding company satisfying the requirements of this sentence) is the beneficial owner, directly or indirectly, of more than 50% of the Voting Stock of such holding company.

"Continuing Directors" means, as of any date of determination, any member of the Board of Directors who (A) was a member of the Board of Directors on the date the Series A Preferred Stock was issued or (B) was nominated for election, elected or appointed to the Board of Directors with the approval of a majority of the continuing directors who were members of the Board of Directors at the time of such nomination, election or appointment (either by a specific vote or by approval of a proxy statement in which such member was named as a nominee for election as a director, without objection to such nomination).

"Electronic Means" means electronic mail transmission, facsimile transmission or other similar electronic means of communication providing evidence of transmission (but excluding online communications systems covered by a separate agreement) acceptable to the sending party and the receiving party, in any case if operative as between any two parties, or, if not operative, by telephone (promptly confirmed by any other method set forth in this definition).

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Market Value" of any asset of the Corporation means, for securities for which market quotations are readily available, the market value thereof determined by an independent third-party pricing service designated from time to time by the Board of Directors. Market Value of any asset shall include any interest accrued thereon. The pricing service values portfolio securities at the mean between the quoted bid and asked price or the yield equivalent when quotations are readily available. Securities for which quotations are not readily available are valued at fair value as determined by the pricing service using methods that include consideration of: yields or prices of securities of comparable quality, type of issue, coupon, maturity and rating; indications as to value from dealers; and general market conditions. The pricing service may employ electronic data processing techniques or a matrix system, or both, to determine recommended valuations.

"Notice of Redemption" shall have the meaning as set forth in Section 5(e).

"Optional Redemption Date" shall have the meaning as set forth in Section 5(c)(i).

"Person" has the meaning given thereto in Section 13(d)(3) of the Exchange Act.

"Redemption and Paying Agent" means American Stock Transfer & Trust Company and its successors or any other redemption and paying agent appointed by the Corporation with respect to the Series A Preferred Stock.

"Redemption Date" shall have the meaning as set forth in Section 5(e).

"Redemption Price" shall have the meaning as set forth in Section 5(c)(i).

"Securities Depository" shall mean The Depository Trust Corporation and its successors and assigns or any other securities depository selected by the Corporation that agrees to follow the procedures required to be followed by such securities depository as set forth herein with respect to the Series A Preferred Stock.

"Short-Term Money Market Instruments" means the following types of instruments if, on the date of purchase or other acquisition thereof by the Corporation, the remaining term to maturity thereof is not in excess of 180 days:

(i) commercial paper rated A-1 if such commercial paper matures in 30 days or A-1+ if such commercial paper matures in over 30 days;

(ii) demand or time deposits in, and banker's acceptances and certificates of deposit of (A) a depository institution or trust company incorporated under the laws of the United States of America or any state thereof or the District of Columbia or (B) a United States branch office or agency of a foreign depository institution (provided that such branch office or agency is subject to banking regulation under the laws of the United States, any state thereof or the District of Columbia); and

(iii) overnight funds.

"U.S. Government Obligations" means direct obligations of the United States or of its agencies or instrumentalities that are entitled to the full faith and credit of the United States and that, other than United States Treasury Bills, provide for the periodic payment of interest and the full payment of principal at maturity or call for redemption.

"Voting Stock" means, with respect to any specified Person that is a corporation as of any date, the Capital Stock of such Person that is at the time entitled to vote generally in the election of the directors of such Person.

(b) [Reserved.]

(c) *Optional Redemption*.

(i) The Series A Preferred Stock is not redeemable prior to September 10, 2024. Subject to the provisions of Section 5(c)(ii), on any Business Day beginning on September 10, 2024 (any such Business Day referred to in this sentence, an "**Optional Redemption Date**"), the Corporation may redeem in whole or from time to time in part, out of funds legally available therefor, the Series A Preferred Stock, at a redemption price per share of Series A Preferred Stock (the "**Redemption Price**") equal to (x) the liquidation preference per share of Series A Preferred Stock plus (y) an amount equal to all unpaid dividends on such share of Series A Preferred Stock accumulated to (but excluding) the Optional Redemption Date (whether or not earned or declared by the Corporation, but excluding interest thereon).

(ii) If fewer than all of the outstanding shares of Series A Preferred Stock are to be redeemed pursuant to Section 5(c)(i), the shares of Series A Preferred Stock to be redeemed shall be selected either (A) pro rata, (B) by lot or (C) in such other manner as the Board of Directors may determine to be fair and equitable. Subject to the provisions hereof and applicable law, the Board of Directors will have the full power and authority to prescribe the terms and conditions upon which shares of Series A Preferred Stock will be redeemed pursuant to this Section 5(c) from time to time.

(d) *Change of Control*

(i) If a Change of Control Triggering Event occurs with respect to the Series A Preferred Stock, unless the Corporation has exercised the option to redeem such Series A Preferred Stock pursuant to Section 5(c), holders of the Series A Preferred Stock may require the Corporation to redeem (a **"Change of Control Redemption"**) the Series A Preferred Stock at a price equal to the liquidation preference of $10.00 per share, plus an amount equal to any accumulated and unpaid dividends up to but excluding the date of payment (whether or not earned or declared by the Corporation, but excluding interest thereon) (a **"Change of Control Payment"**).

(ii) Within 30 days following any Change of Control Triggering Event or prior to any Change of Control Triggering Event, but after public announcement of the transaction that constitutes or may constitute the Change of Control Triggering Event, the Corporation will be mail a notice to holders of the Series A Preferred Stock, describing the transaction that constitutes or may constitute the Change of Control Triggering Event and offering to redeem such Series A Preferred Stock on the date specified in the applicable notice, which date will be no earlier than 30 days and no later than 60 days from the date such notice is mailed (a **"Change of Control Payment Date"**). The notice will, if mailed prior to the date of consummation of the Change of Control Triggering Event, state that the Change of Control Redemption is conditioned on the Change of Control Triggering Event occurring on or prior to the applicable Change of Control Payment Date.

(iii) The Corporation will not be required to make a Change of Control Redemption upon the occurrence of a Change of Control Triggering Event if a third party makes such an offer in the manner, at the times and otherwise in compliance with the requirements for an offer made by the Corporation and the third party purchases all Series A Preferred Stock properly tendered and not withdrawn under its offer.

(iv) The Corporation will comply with the requirements of Rule 14e-1 under the Exchange Act, and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with the redemption of the Series A Preferred Stock as a result of a Change of Control Triggering Event. To the extent that the provisions of any such securities laws or regulations conflict with the Change of Control Redemption provisions of the Series A Preferred Stock, the Corporation will comply with those securities laws and regulations and will not be deemed to have breached the Corporation's obligations under the Change of Control Redemption provisions of the Series A Preferred Stock by virtue of any such conflict.

(e) *Procedures for Redemption*.

(i) If the Corporation shall determine or be required to redeem, in whole or in part, shares of Series A Preferred Stock pursuant to Section 5(b) or (c), the Corporation shall deliver a notice of redemption (the **"Notice of Redemption"**), by overnight delivery, by first class mail, postage prepaid or by Electronic Means to holders thereof, or request the Redemption and Paying Agent, on behalf of the Corporation, to promptly do so by overnight delivery, by first class mail, postage prepaid or by Electronic Means. A Notice of Redemption shall be provided not less than 30 nor more than 60 days prior to the date fixed for redemption in such Notice of Redemption (the **"Redemption Date"**). Each such Notice of Redemption shall state: (A) the Redemption Date; (B) the number of shares of Series A Preferred Stock to be redeemed; (C) the CUSIP number for the Series A Preferred Stock; (D) the Redemption Price on a per share basis; (E) if applicable, the place or places where the certificate(s) for such shares (properly endorsed or assigned for transfer, if the Board of Directors requires and the Notice of Redemption states) are to be surrendered for payment of the Redemption Price; (F) that dividends on the shares of Series A Preferred Stock to be redeemed will cease to accumulate after such Redemption Date; and (G) the provisions hereof under which such redemption is made. If fewer than all shares of Series A Preferred Stock held by any holder are to be redeemed, the Notice of Redemption delivered to such holder shall also specify the number of shares of Series A Preferred Stock to be redeemed from such holder or the method of determining such number. The Corporation may provide in any Notice of Redemption relating to a redemption contemplated to be effected pursuant hereto that such redemption is subject to one or more conditions precedent and that the Corporation shall not be required to effect such redemption unless each such condition has been satisfied at the time or times and in the manner specified in such Notice of Redemption. No defect in the Notice of Redemption or delivery thereof shall affect the validity of redemption proceedings, except as required by applicable law.

(ii) If the Corporation shall give a Notice of Redemption, then at any time from and after the giving of such Notice of Redemption and prior to 12:00 noon, New York City time, on the Redemption Date (so long as any conditions precedent to such redemption have been met or waived by the Corporation), the Corporation shall (A) deposit with the Redemption and Paying Agent cash or cash equivalents having an aggregate Market Value on the date thereof no less than the Redemption Price of the shares of Series A Preferred Stock to be redeemed on the Redemption Date and (B) give the Redemption and Paying Agent irrevocable instructions and authority to pay the Redemption Price to the holders of the shares of Series A Preferred Stock called for redemption on the Redemption Date. The Corporation may direct the Redemption and Paying Agent with respect to the investment of any cash or cash equivalents so deposited prior to the Redemption Date, provided that the proceeds of any such investment shall be available at the opening of business on the Redemption Date as same day funds.

(iii) Upon the date of the deposit of such cash or cash equivalents, all rights of the holders of the shares of Series A Preferred Stock so called for redemption shall cease and terminate except the right of the holders thereof to receive the Redemption Price thereof and such shares of Series A Preferred Stock shall no longer be deemed outstanding for any purpose whatsoever (other than (A) the transfer thereof prior to the applicable Redemption Date and (B) the accumulation of dividends thereon in accordance with the terms hereof up to (but excluding) the applicable Redemption Date, which accumulated dividends, unless previously or contemporaneously declared and paid as contemplated by the last sentence of Section 5(e)(vi) below, shall be payable only as part of the Redemption Price on the Redemption Date). The Corporation shall be entitled to receive, promptly after the Redemption Date, any cash or cash equivalents in excess of the aggregate Redemption Price of the shares of Series A Preferred Stock called for redemption on the Redemption Date. Any cash or cash equivalents so deposited that are unclaimed at the end of 90 calendar days from the Redemption Date shall, to the extent permitted by law, be repaid to the Corporation, after which the holders of the shares of Series A Preferred Stock so called for redemption shall look only to the Corporation for payment of the Redemption Price thereof. The Corporation shall be entitled to receive, from time to time after the Redemption Date, any interest on the cash or cash equivalents so deposited.

(iv) On or after the Redemption Date, each holder of shares of Series A Preferred Stock in certificated form (if any) that are subject to redemption shall surrender the certificate(s) representing such shares of Series A Preferred Stock to the Corporation at the place designated in the Notice of Redemption and shall then be entitled to receive the Redemption Price for such shares of Series A Preferred Stock, without interest, and in the case of a redemption of fewer than all the shares of Series A Preferred Stock represented by such certificate(s), a new certificate representing the shares of Series A Preferred Stock that were not redeemed.

(v) Notwithstanding the other provisions of this Section 5, except as otherwise required by law, the Corporation shall not redeem any shares of Series A Preferred Stock or purchase or otherwise acquire, directly or indirectly, any shares of Series A Preferred Stock (except by exchange for other stock of the Corporation ranking junior to the Series A Preferred Stock as to dividends and upon liquidation) unless all accumulated and unpaid dividends on all outstanding shares of Series A Preferred Stock and the shares of any class or series of Parity Preferred Stock for all applicable past dividend periods (whether or not earned or declared by the Corporation) (x) shall have been or are contemporaneously paid or (y) shall have been or are contemporaneously declared and sufficient funds (in accordance with the terms of such Parity Preferred Stock) for the payment of such dividends shall have been or are contemporaneously deposited with the Redemption and Paying Agent or other applicable paying agent for such Parity Preferred Stock in accordance with the terms of such Parity Preferred Stock, provided, however, that the foregoing shall not prevent the purchase or acquisition of outstanding shares of Series A Preferred Stock pursuant to an otherwise lawful purchase or exchange offer made on the same terms to holders of all outstanding shares of Series A Preferred Stock and any other class or series of Parity Preferred Stock for which all accumulated and unpaid dividends have not been paid. So long as no dividends on the Series A Preferred Stock are in arrears, the Corporation shall be entitled at any time and from time to time to repurchase shares of Series A Preferred Stock in open-market transactions duly authorized by the Board of Directors and effected in compliance with applicable laws.

(vi) To the extent that any redemption for which Notice of Redemption has been provided is not made by reason of the absence of legally available funds therefor in accordance herewith and applicable law, such redemption shall be made as soon as practicable to the extent such funds become available. No Redemption Default shall be deemed to have occurred if the Corporation shall fail to deposit in trust with the Redemption and Paying Agent the Redemption Price with respect to any shares where (1) the Notice of Redemption relating to such redemption provided that such redemption was subject to one or more conditions precedent and (2) any such condition precedent shall not have been satisfied at the time or times and in the manner specified in such Notice of Redemption. Notwithstanding the fact that a Notice of Redemption has been provided with respect to any shares of Series A Preferred Stock, dividends may be declared and paid on such shares of Series A Preferred Stock in accordance with their terms if cash or cash equivalents for the payment of the Redemption Price of such shares of Series A Preferred Stock shall not have been deposited in trust with the Redemption and Paying Agent for that purpose.

(vii) If a Redemption Date falls after a Dividend Record Date and on or prior to the corresponding Dividend Payment Date, each holder of shares of Series A Preferred Stock on such Dividend Record Date shall be entitled to the dividend payable on such shares on the corresponding Dividend Payment Date, notwithstanding the redemption of such shares on or prior to such Dividend Payment Date, and each holder of shares of Series A Preferred Stock that are redeemed on such Redemption Date shall be entitled to the dividends, if any, accruing after the end of the month to which such Dividend Payment Date relates up to, but excluding, the Redemption Date.

(f) *Redemption and Paying Agent as Trustee of Redemption Payments by Corporation*. All cash or cash equivalents transferred to the Redemption and Paying Agent for payment of the Redemption Price of shares of Series A Preferred Stock called for redemption shall be held in trust by the Redemption and Paying Agent for the benefit of holders of shares of Series A Preferred Stock so to be redeemed until paid to such holders in accordance with the terms hereof or returned to the Corporation in accordance with the provisions of Section 5(e)(iii) above.

(g) *Compliance with Applicable Law*. In effecting any redemption pursuant to this Section 5, the Corporation shall use its best efforts to comply with all applicable conditions precedent to effecting such redemption under any applicable Delaware law, but shall effect no redemption except in accordance with any applicable Delaware law.

(h) *Modification of Redemption Procedures*. Notwithstanding the foregoing provisions of this Section 5, the Corporation may, in its sole discretion and without a stockholder vote, modify the procedures set forth above with respect to notification of redemption for the Series A Preferred Stock; provided that such modification does not materially and adversely affect the holders of the shares of Series A Preferred Stock or cause the Corporation to violate any applicable law, rule or regulation; and provided, further, that no such modification shall in any way alter the rights or obligations of the Redemption and Paying Agent without its prior consent.

6. **Voting Rights**.

(a) Holders of the Series A Preferred Stock will not have any voting rights, except as set forth below or otherwise required by law.

(b) Whenever dividends on any shares of Series A Preferred Stock shall be in arrears for six or more consecutive quarters (a **"Preferred Dividend Default"**), the holders of such shares of Series A Preferred Stock, together with the holders of all classes or series of Parity Preferred Stock upon which like voting rights have been conferred and are exercisable, will be entitled to vote separately as a class for the election of a total of two additional directors of the Corporation (the **"Preferred Stock Directors"**) at a special meeting called upon the written request of the holders of record of at least 20% of the Series A Preferred Stock or the holders of record of at least 20% of any class or series of Parity Preferred Stock so in arrears (unless such request is received less than 90 days before the date fixed for the next annual or special meeting of the stockholders, in which case such vote will be held at the earlier of the next annual or special meeting of stockholders of the Corporation) or at the next annual meeting of stockholders, and at each subsequent annual or special meeting until all dividends accumulated on such shares of Series A Preferred Stock for the past dividend periods and the dividend for the then current dividend period shall have been fully paid or declared and a sum sufficient for the payment thereof set apart for payment.

(c) A quorum for any meeting called to elect Preferred Stock Directors shall exist if at least a majority of the outstanding shares of Series A Preferred Stock and shares of Parity Preferred Stock upon which like voting rights have been conferred and are exercisable are represented in person or by proxy at such meeting. The Preferred Stock Directors shall be elected upon the affirmative vote of a plurality of the votes cast by the holders of shares of Series A Preferred Stock and shares of such Parity Preferred Stock present and voting in person or by proxy at a duly called and held meeting at which a quorum is present voting separately as a class. If and when all accumulated dividends and the dividend for the then-current dividend period on the Series A Preferred Stock shall have been paid in full or declared and set apart for payment in full, the holders thereof shall be divested of the right to elect the Preferred Stock Directors (subject to revesting in the event of each and every Preferred Dividend Default) and, if all accumulated dividends and the dividend for the then-current dividend period have been paid in full or declared and set apart for payment in full on all classes or series of Parity Preferred Stock upon which like voting rights have been conferred and are exercisable, the term of office of each Preferred Stock Director so elected shall terminate. Any Preferred Stock Director may be removed at any time with or without cause by, and shall not be removed otherwise than by the vote of, the holders of record of a majority of the outstanding shares of Series A Preferred Stock when they have the voting rights described above (voting separately as a class with all classes or series of Parity Preferred Stock upon which like voting rights have been conferred and are exercisable). So long as a Preferred Dividend Default shall continue, any vacancy in the office of a Preferred Stock Director may be filled by written consent of the Preferred Stock Director remaining in office or, if none remains in office, by a vote of the holders of record of a majority of the outstanding shares of Series A Preferred Stock when they have the voting rights described above (voting separately as a class with all classes or series of Parity Preferred Stock upon which like voting rights have been conferred and are exercisable). The Preferred Stock Directors shall be entitled to one vote per director on any matter.

(d) If a special meeting is not called by the Corporation within 30 days after request from the holders of Series A Preferred Stock as described in Section 6(b), then the holders of record of at least 20% of the outstanding Series A Preferred Stock may designate a holder to call the meeting at the expense of the Corporation and such meeting may be called by the holder so designated upon notice similar to that required for annual meetings of stockholders and shall be held at the place designated by the holder calling such meeting. The Corporation shall pay all costs and expenses of calling and holding any meeting and of electing directors pursuant to Section 6(b), including, without limitation, the cost of preparing, reproducing and mailing the notice of such meeting, the cost of renting a room for such meeting to be held, and the cost of collecting and tabulating votes.

(e) So long as any shares of Series A Preferred Stock remain outstanding, the Corporation will not, without the affirmative vote or consent of the holders of at least a majority of the shares of the Series A Preferred Stock outstanding at the time, given in person or by proxy, either in writing or at a meeting (voting separately as a class), amend, alter or repeal the provisions of the Charter (including the terms of the Series A Preferred Stock), whether by merger, consolidation or otherwise (each an **"Event"**), so as to materially and adversely affect any right, preference, privilege or voting power of the Series A Preferred Stock; provided, however, that with respect to the occurrence of any Event set forth above, so long as the Series A Preferred Stock (or securities issued by a surviving entity in substitution for the Series A Preferred Stock) remains outstanding with the terms thereof materially unchanged, taking into account that upon the occurrence of such an Event, the Corporation may not be the surviving entity, the occurrence of any such Event shall not be deemed to materially and adversely affect such rights, preferences, privileges or voting power of the Series A Preferred Stock; and provided, further, that (i) any increase in the number of authorized shares of Series A Preferred Stock, (ii) any increase in the number of authorized shares of preferred stock of the Corporation or the creation or issuance of any other class or series of preferred stock or (iii) any increase in the number of authorized shares of any other class or series of preferred stock, in each case ranking on a parity with or junior to the Series A Preferred Stock with respect to payment of dividends or the distribution of assets upon liquidation, dissolution or winding up, shall not be deemed to materially and adversely affect such rights, preferences, privileges or voting powers.

(f) The foregoing voting provisions will not apply if, at or prior to the time when the act with respect to which such vote would otherwise be required shall be effected, all outstanding shares of Series A Preferred Stock shall have been redeemed or called for redemption upon proper notice and sufficient funds shall have been deposited in trust to effect such redemption.

7. **Conversion**. The Series A Preferred Stock is not convertible into or exchangeable for any other property or securities of the Corporation.

8. **Term**. The Series A Preferred Stock will have a perpetual term unless otherwise redeemed by the Corporation in accordance herewith and shall not be subject to any sinking fund.

9. **No Preemptive Rights**. No holder of the Series A Preferred Stock shall, as such holder, have any preemptive rights to purchase or subscribe for additional shares of stock of the Corporation or any other security of the Corporation which it may issue or sell.

10. **Status of Redeemed or Repurchased Series A Preferred Stock**. Shares of Series A Preferred Stock that at any time have been redeemed or purchased by the Corporation shall, after such redemption or purchase, have the status of authorized but unissued shares of Preferred Stock.

11. **Global Certificate**. All shares of Series A Preferred Stock outstanding from time to time shall initially be represented by one or more global certificates registered in the name of the Securities Depository or its nominee and no registration of transfer of shares of Series A Preferred Stock shall be made on the books of the Corporation to any person other than the Securities Depository or its nominee. The foregoing restriction on registration of transfer shall be conspicuously noted on the face or back of the global certificate.

12. **Notice**. All notices or communications hereunder, unless otherwise specified herein, shall be sufficiently given if in writing and delivered in person, by facsimile, by Electronic Means or by overnight mail or delivery or mailed by first-class mail, postage prepaid. Notices delivered pursuant to this Section 12 shall be deemed given on the date received or, if mailed by first class mail, on the date five calendar days after which such notice is mailed.

13. **Information Rights**. During any period in which the Corporation is not subject to Section 13 or 15(d) of the Exchange Act and any shares of Series A Preferred Stock are outstanding, the Corporation shall use its best efforts to (a) transmit by mail to all holders of Series A Preferred Stock, as their names and addresses appear in the Corporation's record books and without cost to such holders, copies of the annual reports and quarterly reports that the Corporation would have been required to file with the Securities and Exchange Commission (the **"SEC"**) pursuant to Section 13 or 15(d) of the Exchange Act if the Corporation was subject to such sections (other than any exhibits that would have been required) and (b) promptly upon written request, supply copies of such reports to any prospective holder of Series A Preferred Stock. The Corporation shall mail the reports to the holders of Series A Preferred Stock within 15 days after the respective dates by which the Corporation would have been required to file the reports with the SEC if the Corporation were then subject to Section 13 or 15(d) of the Exchange Act, assuming the Corporation is a "non-accelerated filer" in accordance with the Exchange Act.

14. **Record Holders**. The Corporation and the transfer agent for the Series A Preferred Stock may deem and treat the record holder of any Series A Preferred Stock as the true and lawful owner thereof for all purposes, and neither the Corporation nor the transfer agent shall be affected by any notice to the contrary.

[Signature on Following Page]

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Designations to be signed in its name and on its behalf on this 9th day of September, 2019.

DIGIRAD CORPORATION

By: /s/ Matthew G. Molchan
Matthew G. Molchan
President and Chief Executive Officer

Exhibit 10.1

STOCK PURCHASE AGREEMENT

This STOCK PURCHASE AGREEMENT (this "Agreement"), dated as of September 10, 2019, is entered into by and between Digirad Corporation, a Delaware corporation (the "Company"), and Lone Star Value Investors, LP, a Delaware limited partnership ("Purchaser").

WITNESSETH:

WHEREAS, pursuant to that certain Agreement and Plan of Merger, dated as of July 3, 2019, by and among the Company, ATRM Holdings, Inc. and Digirad Acquisition Corporation (the "Merger Agreement"), for the acquisition of ATRM Holdings, Inc. by the Company (the "Merger"), the completion of the Merger is conditioned on, among other things, the sale by the Company of no less than $3,000,000 of the Company's 10.0% Series A Cumulative Perpetual Preferred Stock, par value $0.0001 per share upon the terms set forth on the Certificate of Designation attached as Exhibit A ("Preferred Stock"), in a private placement prior to the Merger;

WHEREAS, in satisfaction of its obligations under the Merger Agreement, subject to the terms and conditions set forth in this Agreement, and pursuant to Rule 506(b) of Regulation D under Section 4(a)(2) of the Securities Act of 1933, as amended (the "Securities Act"), the Company desires to issue and sell shares of the Preferred Stock, in a private placement as more fully set forth herein (the "Private Placement"); and

WHEREAS, subject to the terms and conditions set forth in this Agreement, the Company desires to issue and sell to Purchaser, and Purchaser desires to purchase from the Company in the Private Placement, 300,000 shares of Preferred Stock.

NOW THEREFORE, in consideration of the mutual promises and representations, warranties and agreements set forth herein, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Private Placement Terms.

1.1 Purchase and Sale. On the terms and subject to the conditions set forth in this Agreement, at the Closing, the Company will sell and Purchaser will purchase 300,000 shares of Preferred Stock (the "Shares") at a purchase price of $10.00 per share, for the aggregate purchase price of $3,000,000.

1.2 Closing. Upon the terms and subject to the conditions of this Agreement, unless this Agreement is terminated pursuant to its terms, the closing of the transactions contemplated under this Agreement (the "Closing") will take place (a) by remote closing through the exchange of signatures by electronic mail or other appropriate electronic means as promptly as practicable following the satisfaction or waiver of the conditions set forth in Section 2 hereof, other than conditions which by their terms are to be satisfied at the Closing or (b) such other location, date or time as the parties hereto may mutually agree, (the "Closing Date"). At the Closing, Purchaser shall pay the aggregate purchase price by wire transfer of immediately available funds to an account designated by the Company, and the Company shall issue the Shares to Purchaser.

2. Conditions to Closing.

2.1 Conditions to Both Parties' Obligations. The obligations of both Purchaser and the Company to consummate the Closing on the terms set forth in this Agreement are subject to the satisfaction or waiver at or prior to the Closing of the following conditions:

(a) No order, injection, statute, rule, regulation or decree shall have been issued, enacted, entered, promulgated or enforced by a governmental entity that prohibits, restrains, enjoins or makes illegal the consummation of the transactions contemplated by this Agreement.

(b) All conditions to closing required to be performed under the Merger Agreement at or prior to the Closing Date shall have been satisfied or waived as of the Closing Date, except to the extent such conditions shall be satisfied at the closing of the Merger, and the Company shall promptly deliver to Purchaser an officer's certificate confirming the satisfaction of this condition.

(c) The execution of a Registration Rights Agreement by and between the Company and Purchaser providing Purchaser with certain rights to demand registration of the Shares.

2.2 Conditions to Obligations of Purchaser. The obligation of Purchaser to purchase the Shares is subject to the satisfaction or waiver at or prior to Closing of the following condition:

(a) The representations and warranties of the Company set forth in this Agreement shall be true and correct in all respects as of the date of this Agreement and (except to the extent such representations and warranties speak as of an earlier date) as of the Closing Date as though made on and as of the Closing Date.

(b) The Company shall have performed, satisfied and complied with all covenants, agreements and conditions required by this Agreement to be performed or complied with by the Company on or prior to the Closing Date.

(c) There shall not have occurred a material adverse change in the condition of the Company.

2.3 Conditions to Obligations of the Company. The obligation of the Company to issue the Shares is subject to the satisfaction or waiver at or prior to Closing of the following conditions:

(a) The representations and warranties of Purchaser set forth in this Agreement shall be true and correct in all respects as of the date of this Agreement and (except to the extent such representations and warranties speak as of an earlier date) as of the Closing Date as though made on and as of the Closing Date.

(b) Purchaser shall have performed, satisfied and complied with all covenants, agreements and conditions required by this Agreement to be performed or complied with by Purchaser on or prior to the Closing Date.

3. Representations and Warranties of the Company. The Company represents and warrants to Purchaser as follows:

3.1 Corporate Organization. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, and has all requisite corporate power and authority to own, operate and lease its properties and to carry on its business as and in the places where such properties are now owned, operated and leased or such business is now being conducted.

3.2 Authorization. The Company has the requisite power and authority to enter into and perform this Agreement and any other agreements, documents and instruments delivered together with this Agreement or in connection herewith (collectively with this Agreement, the "Transaction Documents") and to perform its obligations hereunder and thereunder. The execution, delivery and performance of the Transaction Documents by the Company and the consummation by it of the transactions contemplated hereby and thereby have been duly authorized by all necessary corporate action, and no further consent or authorization of the Company's board of directors or the Company's stockholders is required. The Transaction Documents have been duly authorized, executed and delivered by the Company and constitute valid and binding obligations of the Company, enforceable against the Company in accordance with their respective terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights generally and to general principles of equity.

3.3 Approvals and Consents. The Company is not required to obtain any further consent, authorization or order of, or make any filing or registration with, any court, governmental agency (other than the filing of the Certificate of Designation with the Delaware Secretary of State which the Company shall make prior to the Closing) or any other third party in order for it to execute, deliver or perform any of its obligations under the Transaction Documents or to issue and sell the Shares in accordance with the terms hereof, provided that for purposes of the representation made in this sentence, the Company is assuming and relying upon the accuracy of the relevant representations and agreements of Purchaser herein.

3.4 Due and Valid Issuance. At Closing, the Shares will be duly authorized and, when issued, delivered and paid for in accordance with the terms of this Agreement, will be validly issued, fully paid and non-assessable.

3.5 Material Compliance with Applicable Laws. Neither the Company nor any of its subsidiaries is in material violation of, and neither the execution, delivery nor performance of any of the Transaction Documents has or will result in a material violation of, any federal, state, local or foreign law, rule, regulation, order, judgment or decree applicable to the Company or any of its subsidiaries.

3.6 Financial Information. The Company's consolidated financial statements included in its Annual Report on Form 10-K for the year ended December 31, 2018 and its Quarterly Report on Form 10-Q for the quarter ended June 30, 2019, filed with the Securities and Exchange Commission ("SEC") on March 3, 2019 and August 13, 2019, respectively, (i) are true, complete and correct in all respects, (ii) were prepared on a consistent basis throughout the periods indicated therein and (iii) in all material respects, present fairly the financial condition of the business of the Company insofar as may be presented by such data, as of the dates and during the periods indicated therein.

3.7 SEC Reports. The Company has filed or furnished all forms, documents and reports required to be filed or furnished prior to the date of this Agreement by it with the SEC since December 31, 2018 (the "Company SEC Documents"). As of their respective dates, or, if amended, as of the date of the last such amendment, the Company SEC Documents complied in all material respects with the requirements of the Securities Act and the Securities Exchange Act of 1934, as amended (the "Exchange Act"), as the case may be, and none of the Company SEC Documents contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

3.8 Finders. The Company has not retained any finder, broker, agent, financial advisor or other intermediary in connection with the transactions contemplated by this Agreement and agrees to indemnify and hold harmless Purchaser, its officers, directors, affiliates, subsidiaries, employees and agents (as applicable) from liability for any compensation to any such intermediary retained by the Company and the fees and expenses of defending against such liability or alleged liability.

3.9 No Litigation. There is no litigation or governmental or administrative proceeding or investigation pending with respect to the Shares or, to the actual knowledge of the Company after reasonable inquiry or investigation, threatened against the Company with respect to the Shares, nor, to the knowledge of the Company, has there occurred any event or does there exist any condition on the basis of which any such claim may be asserted.

3.10 No General Solicitation or Advertising. At no time has the Company presented Purchaser or any other party with or solicited Purchaser or any other party through any article, notice, or other communication published in any newspaper or other leaflet, public promotional meeting, television, radio or other broadcast or transmittal advertisement, or any other form of general solicitation or advertising.

3.11 Survival. The foregoing representations, warranties and agreements shall survive the execution of this Agreement.

4 . Representations and Warranties of Purchaser. Purchaser hereby represents and warrants to and agrees with the Company as follows:

4 . 1 Organization of Purchaser. If Purchaser is not a natural person, Purchaser is a corporation, partnership or other entity duly incorporated or organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization and has the requisite entity power to own its assets and to carry on its business.

4.2 Authorization. Purchaser has the requisite capacity, power and authority to enter into and perform the Transaction Documents and to purchase the Shares being sold to it hereunder. If Purchaser is not a natural person, the execution, delivery and performance of the Transaction Documents by Purchaser and the consummation by it of the transactions contemplated hereby and thereby have been duly authorized by all necessary entity action, and no further consent or authorization of Purchaser or its board of directors, stockholders, managers, partners or members, as the case may be, is required. The Transaction Documents have been duly authorized, executed and delivered by Purchaser and constitute, or shall constitute when executed and delivered, valid and binding obligations of Purchaser enforceable against Purchaser in accordance with the terms thereof, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights generally and to general principles of equity.

4 . 3 Approvals and Consents. Purchaser is not required to obtain any consent, authorization or order of, or make any filing or registration with, any court, governmental agency or any other third party in order for it to execute, deliver or perform any of its obligations under the Transaction Documents or to purchase the Shares in accordance with the terms hereof, provided that for purposes of the representation made in this sentence, Purchaser is assuming and relying upon the accuracy of the relevant representations and agreements of the Company herein.

4.4 Investment. Purchaser is acquiring the Shares for its own account as principal, not as a nominee or agent, for investment purposes only, and not with a view to, or for, resale, distribution or fractionalization thereof in whole or in part and no other person or entity has a direct or indirect beneficial interest in the Shares. Purchaser does not have any contract, undertaking, agreement or arrangement with any person or entity to sell, transfer or grant participations to such third party with respect to the Shares.

4 . 5 Exemption From Registration. Purchaser acknowledges that the Private Placement is intended to be exempt from registration under the Securities Act by virtue of Rule 506(b) of Regulation D under Section 4(a)(2) of the Securities Act. In furtherance thereof, Purchaser represents and warrants to the Company as follows:

(a) Purchaser realizes that the basis for the exemption from registration under the Securities Act may not be present if, notwithstanding any representation and/or warranty to the contrary contained in this Agreement, Purchaser has in mind merely acquiring the Shares for a fixed or determinable period of time;

(b) Purchaser has the financial ability to bear the economic risk of its investment in the Shares, has adequate means for providing for its current needs and contingencies and has no need for liquidity with respect to its investment in the Company; and

(c) Purchaser, either alone or together with its representatives, has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Shares.

4.6 Accredited Investor. Purchaser has reviewed the definition of an "accredited investor," as that term is defined in Rule 501(a) of Regulation D of the Securities Act, and Purchaser is an "accredited investor" as defined thereunder.

4.7 Available Information. Purchaser:

(a) Has been furnished by the Company during the course of the Private Placement with all information regarding the Company, the terms and conditions of the Private Placement and any additional information that Purchaser, its representative, attorney and/or accountant deem necessary to enable it to make an informed investment decision concerning the purchase of the Shares;

(b) Has been provided an opportunity for a reasonable time prior to the date hereof to obtain additional information concerning the Private Placement, the Company and all other information to the extent the Company possesses such information or can acquire it without unreasonable effort or expense;

(c) Has been given the opportunity for a reasonable time prior to the date hereof to ask questions of, and receive answers from, the Company or its representatives concerning the terms and conditions of the Private Placement and other matters pertaining to an investment in the Shares, or that which was otherwise provided in order for them to evaluate the merits and risks of a purchase of the Shares to the extent the Company possesses such information or can acquire it without unreasonable effort or expense;

(d) Has not been furnished with any oral representation or oral information in connection with the Private Placement; and

(e) Has determined that the Shares are a suitable investment for Purchaser and that at this time Purchaser could bear a complete loss of its investment in the Shares.

4.8 Non-Reliance. No representation or warranty (written or oral) has been made to Purchaser by the Company, or any officer, director, employee, agent, affiliate or subsidiary of the Company other than those contained herein and in subscribing for the Shares Purchaser is not relying upon any representations other than those contained herein.

4.9 Transfer Restrictions. Purchaser shall not sell or otherwise transfer the Shares without registration under the Securities Act or an exemption therefrom, and Purchaser fully understands and agrees that Purchaser must bear the economic risk of Purchaser's purchase because, among other reasons, the Shares have not been registered under the Securities Act or under the securities laws of any state and, therefore, cannot be resold, pledged, assigned or otherwise disposed of unless they are subsequently registered under the Securities Act and under the applicable securities laws of such states, or unless exemptions from such registration requirements are available. In particular, Purchaser is aware that the Shares are "restricted securities," as such term is defined in Rule 144 promulgated under the Securities Act and that Purchaser may be considered an "affiliate" of the Company as defined in that Rule. Purchaser further understands that sale or transfer of the Shares is further restricted by state securities laws and the provisions of this Agreement. Purchaser further acknowledges that if an exemption from registration or qualification is available, it may be conditioned on various requirements, including the time and manner of sale, the holding period for the Shares, and requirements relating to the Company that are outside of Purchaser's control, and which the Company is under no obligation and may not be able to satisfy.

4.10 Legends. Purchaser understands and acknowledges that that each certificate representing the Shares may be endorsed with substantially the following legends:

(a) "THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR ANY STATE SECURITIES OR "BLUE SKY LAWS", AND MAY NOT BE OFFERED, SOLD, TRANSFERRED, ASSIGNED, PLEDGED OR HYPOTHECATED ABSENT AN EFFECTIVE REGISTRATION THEREOF UNDER THE ACT, UNLESS THE COMPANY HAS RECEIVED AN OPINION OF COUNSEL, REASONABLY SATISFACTORY TO THE COMPANY AND ITS COUNSEL, THAT SUCH REGISTRATION IS NOT REQUIRED."; and

(b) Any other legends required by applicable state or federal securities laws or any applicable state laws regulating the Company's business.

4.11 Non-Marketable Investments. Purchaser's overall commitment to investments that are not readily marketable is not disproportionate to Purchaser's net worth, and an investment in the Shares will not cause such overall commitment to become excessive.

4.12 Finders. Purchaser has not retained any finder, broker, agent, financial advisor or other intermediary in connection with the transactions contemplated by this Agreement and agrees to indemnify and hold harmless the Company, its officers, directors, affiliates, subsidiaries, employees and agents from liability for any compensation to any such intermediary retained by Purchaser and the fees and expenses of defending against such liability or alleged liability.

4.13 No Violation. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not violate or result in the breach by Purchaser of, or constitute a default under, or conflict with, or cause any acceleration of any obligation with respect to any provision or restriction of any material loan, mortgage, lien, agreement, contract, instrument, order, judgment, award, decree, or any other restriction of any kind or character to which any material assets or properties of Purchaser is subject or by which Purchaser is bound.

4.14 No General Solicitation or Advertising. The offer to sell the Shares was communicated directly to Purchaser by the Company or the Company's agent. At no time was Purchaser presented with or solicited by or through any article, notice or other communication published in any newspaper or other leaflet, public promotional meeting, television, radio or other broadcast or transmittal advertisement or any other form of general solicitation or advertising.

4.15 Survival. The foregoing representations, warranties and agreements shall survive the execution of this Agreement.

5 . Termination. This Agreement may be terminated at any time prior to the Closing by the mutual written consent of the Company and Purchaser, or as set forth below.

5.1 Termination by Purchaser. Provided that it is not in material breach of this Agreement, Purchaser may terminate this Agreement in its sole discretion if all of the conditions in Section 2.2 herein are not satisfied or waived on or before November 30, 2019.

5 . 2 Termination by the Company. Provided that it is not in material breach of this Agreement, the Company may terminate this Agreement in its sole discretion if all of the conditions in Section 2.3 herein are not satisfied or waived on or before November 30, 2019.

5.3 Effect of Termination. Upon the termination of this Agreement in accordance with the terms hereof, this Agreement shall be of no further force or effect and no party hereto shall have any further obligation or liability to the other party hereto in connection herewith.

6. General Provisions.

6 . 1 Entire Agreement; Amendment and Waiver . This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter contained herein and supersedes all prior oral or written agreements, if any, between the parties hereto with respect to such subject matter, and, except as otherwise expressly provided herein, is not intended to confer upon any other person any rights or remedies hereunder. Any failure by the Company or Purchaser to enforce any rights hereunder shall not be deemed a waiver of such rights. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto. At any time prior to Closing, the parties hereto may, to the extent legally permitted, (i) waive any inaccuracies in the representations and warranties contained herein or (ii) waive compliance with any of the agreements or conditions contained herein. Any waiver shall be valid only if and to the extent set forth in a written instrument signed on behalf of the waiving party. Such waiver or failure to insist on strict compliance with an obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

6 . 2 Notices. All notices and other communications hereunder shall be in writing and shall be deemed given when delivered personally, one business day after being delivered to a nationally recognized overnight courier (or the next business day if received after 5:00 p.m. local time or on a weekend or day on which banks are closed) or when sent via email (with a confirmatory copy sent by overnight courier) to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

If to Purchaser:

53 Forest Ave., 1st Floor
Old Greenwich, CT 06870
Attention: Jeffrey Eberwein

If to the Company:

Digirad Corporation
1048 Industrial Court
Suwanee, GA 30024
Attention: Matthew G. Molchan,
President and Chief Executive Officer

6.3 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. Each of the parties hereto irrevocably submits to the exclusive jurisdiction and venue of the courts of the State of Delaware or of the United States of America located in Delaware, for the purpose of any suit, action or other proceeding arising out of this Agreement, or any of the agreements or transactions contemplated hereby, which is brought by or against any other party hereto and hereby irrevocably agree (a) that all claims in respect of any such suit, action or proceeding may be heard and determined in any such court and (b) not to commence any action suit or proceeding relating to this Agreement other than in such court. Each party hereto irrevocably and unconditionally waives and agrees not to assert in any such suit, action or proceeding, in each case, to the fullest extent permitted by applicable law, (i) any objection to the laying of venue of any such suit, action or proceeding brought in any such court, (ii) any claim that such party is not personally subject to the jurisdiction of any such court, and (iii) any claim that any such suit, action or proceeding is brought in an inconvenient forum. Each party hereto agrees that service of any process, summons, notice or document by U.S. registered mail addressed to such party shall be effective service of process for any action, suit or proceeding brought against such party in any such court. Each party hereto agrees that a final judgment in any such suit, action or proceeding brought in any such court shall be conclusive and binding upon such party and may be enforced in any other courts to whose jurisdiction such party is or may be subject, by suit upon such judgment.

6.4 Binding Effect; Assignment. This Agreement and the various rights and obligations arising hereunder shall inure to the benefit of and be binding upon the Company and Purchaser and each of their respective successors and permitted assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be transferred or assigned (by operation of law or otherwise) by any of the parties hereto without the prior written consent of the other party. Any transfer or assignment of any of the rights, interests or obligations hereunder in violation of the terms hereof shall be void and of no force or effect.

6.5 Expenses. All costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.

6.6 Headings. The headings or captions contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

6.7 Interpretation; Construction. The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section references are to this Agreement unless otherwise specified. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." Unless the context otherwise requires, "or" is not exclusive. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such term. No provision of this Agreement shall be construed to require the Company, Purchaser or any of their respective officers, directors, subsidiaries or affiliates to take any action which would violate or conflict with any applicable law (whether statutory or common), rule or regulation. This Agreement shall be construed without regard to any presumption or interpretation against the party drafting or causing any instrument to be drafted.

6.8 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other terms, conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic and legal substance of the transactions contemplated hereby are not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement may be consummated as originally contemplated to the fullest extent possible.

6.9 Information Confidential. Purchaser acknowledges that the information received by it pursuant hereto may be confidential and is for its use only. Purchaser agrees that it will not use such information in violation of the Exchange Act, or reproduce, disclose or disseminate such information to any other person, unless the Company has made such information available to the public generally.

6.10 Counterparts. This Agreement may be executed in counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

DIGIRAD CORPORATION

By: /s/ Matthew G. Molchan
Name: Matthew G. Molchan
Title: President and Chief Executive Officer

LONE STAR VALUE INVESTOR, LP

By: /s/ Jeffrey E. Eberwein
Name: Jeffrey E. Eberwein
Title: Sole Member, Lone Star Value Investors GP, LLC, the general partner of Lone Star Value Investors, LP

[SIGNATURE PAGE TO STOCK PURCHASE AGREEMENT]

Exhibit A

Certificate of Designation

Exhibit 10.2

REGISTRATION RIGHTS AGREEMENT

REGISTRATION RIGHTS AGREEMENT ("**Agreement**") dated as of September 10, 2019, between **Digirad Corporation**, a Delaware corporation (the "**Company**"), and Lone Star Value Investors, LP (the "**Purchaser**").

W I T N E S S E T H:

WHEREAS, as of the date hereof, the Company and the Purchaser have entered into a Stock Purchase Agreement dated as of September 10, 2019 (the "**Purchase Agreement**") pursuant to which, among other things, the Company issued 300,000 shares (the "**Shares**") of the Company's 10.0% Series A Cumulative Perpetual Preferred Stock, par value $0.0001 per share (the "**Preferred Stock**") to the Purchaser, subject to the terms and conditions set forth therein; and

WHEREAS, the Company has entered into substantially similar Stock Purchase Agreements on or about the date hereof with other purchasers ("**Other Purchasers**") in connection with the Company's sale of a total of 300,000 shares of the Preferred Stock (together with the Shares, the "**Total Shares**");

WHEREAS, as an inducement to the Purchaser to purchase the Shares, the Company desires to grant the Purchaser certain rights to demand registration of the Shares for resale after the date hereof.

NOW, THEREFORE, in consideration of the mutual promises, representations, warranties, covenants and conditions set forth in the Purchase Agreement and this Agreement, the Company and the Purchaser agree as follows:

1. Certain Definitions. Capitalized terms used herein and not otherwise defined shall have the meaning ascribed thereto in the Purchase Agreement. As used in this Agreement, the following terms shall have the following respective meanings:

"**Closing**" and "**Closing Date**" shall have the meanings ascribed to such terms in the Purchase Agreement.

"**Commission**" or "**SEC**" shall mean the U.S. Securities and Exchange Commission or any other federal agency at the time administering the Securities Act.

"**Holder**" and "**Holders**" shall include the Purchaser and the Other Purchasers and any permitted transferee or transferees of Registrable Securities (as defined below) which have not been sold to the public to whom the registration rights conferred by this Agreement have been transferred in compliance with this Agreement and the Purchase Agreement; provided that neither such person nor any affiliate of such person is registered as a broker or dealer under Section 15(a) of the Securities Exchange Act of 1934, as amended, or as a member of the Financial Industry Regulatory Authority.

The terms "**register,**" "**registered**" and "**registration**" shall refer to a registration effected by preparing and filing a registration statement in compliance with the Securities Act and applicable rules and regulations thereunder, and the declaration or ordering of the effectiveness of such registration statement.

Registrable Securities" shall mean (i) the Total Shares, (ii) any securities issued or issuable upon any stock split, stock dividend, recapitalization or similar event with respect to the Shares and (iii) any other security issued as a dividend or other distribution with respect to, in exchange, for or in replacement of the securities referred to in the preceding clauses; provided that all such shares shall cease to be Registrable Securities at such time as they have been sold under a Registration Statement or pursuant to Rule 144 under the Securities Act or otherwise or at such time as they are eligible to be sold without the need for current public information or other restriction by the Purchaser pursuant to Rule 144.

"**Registration Expenses**" shall mean all expenses to be incurred by the Company in connection with each Holder's registration rights under this Agreement, including, without limitation, all registration and filing fees, printing expenses, fees and disbursements of counsel for the Company, blue sky fees and expenses, and the expense of any special audits incident to or required by any such registration (but excluding the compensation of regular employees of the Company, which shall be paid in any event by the Company).

"**Registration Statement**" shall have the meaning set forth in Section 2(a) herein.

"**Regulation D**" shall mean Regulation D as promulgated pursuant to the Securities Act, and as subsequently amended.

"**Securities Act**" shall mean the Securities Act of 1933, as amended.

"**Selling Expenses**" shall mean all underwriting discounts and selling commissions applicable to the sale of Registrable Securities and all fees and disbursements of counsel for Holders not included within "**Registration Expenses.**"

2 . Registration Requirements. At any time on or before September 10, 2021, the Holders shall collectively be entitled to make a single, one-time demand for registration hereunder of any of the Registrable Securities upon written request to the Company by the Holders holding in the aggregate a majority of the Total Shares. Upon receipt of such written request, the Company shall use commercially reasonable efforts to effect the registration of the Registrable Securities for which the Holders requested registration (including, without limitation, the execution of an undertaking to file post-effective amendments, appropriate qualification under applicable blue sky or other state securities laws and appropriate compliance with applicable regulations issued under the Securities Act) as would permit or facilitate the sale or distribution of such Registrable Securities in the manner (including manner of sale) and in all states reasonably requested by the Holders holding in the aggregate a majority of the Total Shares. Such commercially reasonable efforts by the Company shall include, without limitation, the following:

(a) The Company shall, as expeditiously as possible:

(i) Prepare and file a registration statement with the Commission pursuant to Rule 415 under the Securities Act on Form S-3 under the Securities Act (or in the event that the Company is ineligible to use such form, such other form as the Company is eligible to use under the Securities Act) covering resales by the Holders as selling stockholders (not underwriters) of the Registrable Securities ("**Registration Statement**"). Thereafter the Company shall use commercially reasonable efforts to cause such Registration Statement and other filings to be declared effective as soon as possible.

(ii) Prepare and file with the SEC such amendments and supplements to such Registration Statement and the prospectus used in connection with such Registration Statement as may be necessary to comply with the provisions of the Act with respect to the disposition of all securities covered by such Registration Statement and notify the Holders of the filing and effectiveness of such Registration Statement and any amendments or supplements.

(iii) Furnish to each Holder that has Registrable Securities included in the Registration Statement such numbers of copies of a current prospectus conforming with the requirements of the Act, copies of the Registration Statement, any amendment or supplement thereto and any documents incorporated by reference therein and such other documents as such Holder may reasonably require in order to facilitate the disposition of Registrable Securities owned by such Holder.

(iv) Register and qualify the securities covered by such Registration Statement under the securities or "Blue Sky" laws of all domestic jurisdictions; provided that the Company shall not be required in connection therewith or as a condition thereto to qualify to do business or to file a general consent to service of process in any such states or jurisdictions.

(v) Notify promptly each Holder that has Registrable Securities included in the Registration Statement of the happening of any event (but not the substance or details of any such event) of which the Company has knowledge as a result of which the prospectus (including any supplements thereto or thereof) included in such Registration Statement, as then in effect, includes an untrue statement of material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances then existing (each an "**Event**"), and use commercially reasonable efforts to promptly update and/or correct such prospectus. Each Holder will hold in confidence and will not make any disclosure of any such Event and any related information disclosed by the Company.

(vi) Notify each Holder of the issuance by the SEC or any state securities commission or agency of any stop order suspending the effectiveness of the Registration Statement or the threat or initiation of any proceedings for that purpose. The Company shall use commercially reasonable efforts to prevent the issuance of any stop order and, if any stop order is issued, to obtain the lifting thereof at the earliest possible time.

(vii) List the Registrable Securities covered by such Registration Statement with all securities exchange(s) and/or markets on which the Preferred Stock is then listed and prepare and file any required filings with the Nasdaq Global Market or any other exchange or market where the shares of Preferred Stock are traded.

(viii) Take all steps reasonably necessary to enable Holders to avail themselves of the prospectus delivery mechanism set forth in Rule 153 (or successor thereto) under the Act.

(b) Notwithstanding the obligations under Section 2(a)(v) or any provision of this Agreement, if (i) in the good faith judgment of the Company, following consultation with legal counsel, it would be detrimental to the Company and its stockholders for resales of Registrable Securities to be made pursuant to the Registration Statement due to the existence of a material development or potential material development involving the Company that the Company would be obligated to disclose in the Registration Statement, which disclosure would be premature or otherwise inadvisable at such time or would have a material adverse effect upon the Company and its stockholders, or (ii) in the good faith judgment of the Company, it would adversely affect or require premature disclosure of the filing of a Company-initiated registration of any class of its equity securities, then the Company will have the right to suspend the use of the Registration Statement for a period of not more than 30 consecutive calendar days, but only if the Company reasonably concludes, after consultation with outside legal counsel, that the failure to suspend the use of the Registration Statement as such would create a risk of a material liability or violation under applicable securities laws or regulations.

(c) During the registration period, the Company will make available, upon reasonable advance notice during normal business hours, for inspection by any Holder whose Registrable Securities are being sold pursuant to a Registration Statement, all pertinent financial and other records, pertinent corporate documents and properties of the Company (collectively, the "**Records**") as reasonably necessary to enable each such Holder to exercise its due diligence responsibility in connection with or related to the contemplated offering. The Company will cause its officers, directors and employees to supply all information that any Holder may reasonably request for purposes of performing such due diligence.

(d) Each Holder will hold in confidence, use only in connection with the contemplated offering and not make any disclosure of all Records and other information that the Company determines in good faith to be confidential, and of which determination the Holders are so notified, unless (i) the disclosure of such Records is necessary to avoid or correct a misstatement or omission in any Registration Statement, (ii) the release of such Records is ordered pursuant to a subpoena or other order from a court or government body of competent jurisdiction, (iii) the information in such Records has been made generally available to the public other than by disclosure in violation of this or any other agreement (to the knowledge of the relevant Holder), (iv) the Records or other information was developed independently by the Holder without breach of this Agreement, (v) the information was known to the Holder before receipt of such information from the Company, or (vi) the information was disclosed to the Holder by a third party not under an obligation of confidentiality. However, a Holder may make disclosure of such Records and other information to any attorney, adviser, or other third party retained by it that needs to know the information as determined in good faith by the Holder (the "**Holder Representative**"), if the Holder advises the Holder Representative of the confidentiality provisions of this Section 2(e), but the Holder will be liable for any act or omission of any of its Holder Representatives relative to such information as if the act or omission was that of the Holder. The Company is not required to disclose any confidential information in the Records to any Holder unless and until such Holder has entered into a confidentiality agreement (in form and substance satisfactory to the Company) with the Company with respect thereto, substantially to the effect of this Section 2(e). Unless legally prohibited from so doing, each Holder will, upon learning that disclosure of Records containing confidential information is sought in or by a court or governmental body of competent jurisdiction or through other means, give prompt notice to the Company and allow the Company, at the Company's expense, to undertake appropriate action to prevent disclosure of, or to obtain a protective order for, the Records deemed confidential. Nothing herein will be deemed to limit the Holder's ability to sell Registrable Securities in a manner that is otherwise consistent with applicable laws and regulations.

(e) If the Holders become entitled, pursuant to an event described in clause (ii) or (iii) of the definition of Registrable Securities, to receive any securities in respect of Registrable Securities that were already included in a Registration Statement, subsequent to the date such Registration Statement is declared effective, and the Company is unable under the securities laws to add such securities to the then effective Registration Statement, the Company shall promptly file, in accordance with the procedures set forth herein, an additional Registration Statement with respect to such newly Registrable Securities. The Company shall use commercially reasonable efforts to cause any such additional Registration Statement, when filed, to become effective within 30 days of that date that the need to file the Registration Statement arose. All of the registration rights and remedies under this Agreement shall apply to the registration of such new Registrable Securities.

3 . Expenses of Registration. All Registration Expenses in connection with any registration, qualification or compliance with registration pursuant to this Agreement shall be borne by the Company, and all Selling Expenses of a Holder shall be borne by such Holder.

4 . Registration Period. In the case of the registration effected by the Company pursuant to this Agreement, the Company shall keep such registration effective until the later of (a) the date on which all the Holders have completed the sales or distribution described in the Registration Statement relating thereto or, if earlier until such Registrable Securities may be sold by the Holders under Rule 144 (provided that the Company's transfer agent has accepted an instruction from the Company to such effect) or (b) the second (2nd) anniversary of the date hereof.

5. Indemnification.

(a) Company Indemnity. The Company will indemnify each Holder, each of its officers, directors, agents and partners, and each person controlling each of the foregoing, within the meaning of Section 15 of the Securities Act and the rules and regulations thereunder with respect to which registration, qualification or compliance has been effected pursuant to this Agreement, and each underwriter, if any, and each person who controls, within the meaning of Section 15 of the Securities Act and the rules and regulations thereunder, any underwriter, against all claims, losses, damages and liabilities (or actions in respect thereof) arising out of or based on any untrue statement (or alleged untrue statement) of a material fact contained in any final prospectus (as amended or supplemented if the Company files any amendment or supplement thereto with the SEC), Registration Statement filed pursuant to this Agreement or any post-effective amendment thereof or based on any omission (or alleged omission) to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances under which they were made, or any violation by the Company of the Securities Act or any state securities law or in either case, any rule or regulation thereunder applicable to the Company and relating to action or inaction required of the Company in connection with any such registration, qualification or compliance, and will reimburse each Holder, each of its officers, directors, agents and partners, and each person controlling each of the foregoing, for any reasonable legal fees of a single counsel and any other expenses reasonably incurred in connection with investigating and defending any such claim, loss, damage, liability or action, provided that the Company will not be liable in any such case to a Holder to the extent that any such claim, loss, damage, liability or expense arises out of or is based on (i) any untrue statement or omission based upon written information furnished to the Company by such Holder or underwriter (if any) therefor and stated to be specifically for use therein, (ii) any failure by any Holder to comply with prospectus delivery requirements or the Securities Act or Exchange Act or any other law or legal requirement applicable to them or any covenant or agreement contained in the Purchase Agreement or this Agreement or (iii) an offer of sale of the Shares occurring during a period in which sales under the Registration Statement are suspended as permitted by this Agreement. The indemnity agreement contained in this Section 6(a) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability or action if such settlement is effected without the consent of the Company (which consent will not be unreasonably withheld).

(b) Holder Indemnity. Each Holder will, severally but not jointly, if Registrable Securities held by it are included in the securities as to which such registration, qualification or compliance is being effected, indemnify the Company, each of its directors, officers, agents and partners, and any other stockholder selling securities pursuant to the Registration Statement and any of its directors, officers, agents, partners, and any person who controls such stockholder within the meaning of the Securities Act or Exchange Act and each underwriter, if any, of the Company's securities covered by such a Registration Statement, each person who controls the Company or such underwriter within the meaning of Section 15 of the Securities Act and the rules and regulations thereunder, each other Holder (if any), and each of their officers, directors and partners, and each person controlling such other Holder(s) against all claims, losses, damages and liabilities (or actions in respect thereof) arising out of or based on (i) any untrue statement (or alleged untrue statement) of a material fact contained in any such final prospectus (as amended or supplemented if the Company files any amendment or supplement thereto with the SEC), Registration Statement filed pursuant to this Agreement or any post-effective amendment thereof or based on any omission (or alleged omission) to state therein a material fact required to be stated therein or necessary to make the statement therein not misleading in light of the circumstances under which they were made or (ii) failure by any Holder to comply with prospectus delivery requirements or the Securities Act, Exchange Act or any other law or legal requirement applicable to them or any covenant or agreement contained in the Purchase Agreement or this Agreement, and will reimburse the Company and such other Holder(s) and their directors, officers and partners, underwriters or control persons for any reasonable legal fees or any other expenses reasonably incurred in connection with investigating and defending any such claim, loss, damage, liability or action, in each case to the extent, but only to the extent, that such untrue statement (or alleged untrue statement) or omission (or alleged omission) is made in such final prospectus (as amended or supplemented if the Company files any amendment or supplement thereto with the SEC), Registration Statement filed pursuant to this Agreement or any post-effective amendment thereof in reliance upon and in conformity with written information furnished to the Company by such Holder and stated to be specifically for use therein, and provided that the maximum amount for which such Holder shall be liable under this indemnity shall not exceed the net proceeds received by the Holders from the sale of the Registrable Securities pursuant to the registration statement in question. The indemnity agreement contained in this Section 6(b) shall not apply to amounts paid in settlement of any such claims, losses, damages or liabilities if such settlement is effected without the consent of such Holder (which consent shall not be unreasonably withheld).

(c) Procedure. Each party entitled to indemnification under this Section 6 (the "**Indemnified Party**") shall give notice to the party required to provide indemnification (the "**Indemnifying Party**") promptly after such Indemnified Party has actual knowledge of any claim as to which indemnity may be sought, and shall permit the Indemnifying Party to assume the defense of any such claim in any litigation resulting therefrom, provided that counsel for the Indemnifying Party, who shall conduct the defense of such claim or any litigation resulting therefrom, shall be approved by the Indemnified Party (whose approval shall not be unreasonably withheld), and the Indemnified Party may participate in such defense at its own expense, and provided further that the failure of any Indemnified Party to give notice as provided herein shall not relieve the Indemnifying Party of its obligations under this Section 5 except to the extent that the Indemnifying Party is materially and adversely affected by such failure to provide notice. No Indemnifying Party, in the defense of any such claim or litigation, shall, except with the consent of each Indemnified Party, consent to entry of any judgment or enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such Indemnified Party of a release from all liability in respect to such claim or litigation. Each Indemnified Party shall furnish such non-privileged information regarding itself or the claim in question as an Indemnifying Party may reasonably request in writing and as shall be reasonably required in connection with the defense of such claim and litigation resulting therefrom.

6 . Contribution. If the indemnification provided for in Section 5 herein is unavailable to the Indemnified Parties in respect of any losses, claims, damages or liabilities referred to herein (other than by reason of the exceptions provided therein), then each such Indemnifying Party, in lieu of indemnifying such Indemnified Party, shall contribute to the amount paid or payable by such Indemnified Party as a result of such losses, claims, damages or liabilities as between the Company on the one hand and any Holder(s) on the other, in such proportion as is appropriate to reflect the relative fault of the Company and of such Holder(s) in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities, as well as any other relevant equitable considerations. The relative fault of the Company on the one hand and of any Holder(s) on the other shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact relates to information supplied by the Company or by such Holder(s).

In no event shall the obligation of any Indemnifying Party to contribute under this Section 6 exceed the amount that such Indemnifying Party would have been obligated to pay by way of indemnification if the indemnification provided for under Section 5(a) or 5(b) hereof had been available under the circumstances.

The Company and the Holders agree that it would not be just and equitable if contribution pursuant to this Section 6 were determined by pro rata allocation (even if the Holders were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to in the immediately preceding paragraphs. The amount paid or payable by an Indemnified Party as a result of the losses, claims, damages and liabilities referred to in the immediately preceding paragraphs shall be deemed to include, subject to the limitations set forth above, any legal or other expenses reasonably incurred by such Indemnified Party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Section, no Holder shall be required to contribute any amount in excess of the amount equal to the net proceeds received by such Holder from the sale of Registrable Securities pursuant to the registration statement in question. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

7 . Survival. The indemnity and contribution agreements contained in Sections 5 and 6 shall remain operative and in full force and effect regardless of (i) any termination of this Agreement or the Purchase Agreement, and (ii) the consummation of the sale or successive resales of the Registrable Securities.

8 . Information by Holders. As a condition to the obligations of the Company to complete any registration pursuant to this Agreement with respect to the Registrable Securities of each Holder, such Holder will furnish to the Company such information regarding itself, the Registrable Securities held by it and the intended methods of disposition of the Registrable Securities held by it as is reasonably required by the Company to effect the registration of the Registrable Securities. At least ten business days prior to the first anticipated filing date of a Registration Statement for any registration under this Agreement, the Company will notify each Holder of the information the Company requires from that Holder whether or not such Holder has elected to have any of its Registrable Securities included in the Registration Statement. If the Company has not received the requested information from a Holder by the business day prior to the anticipated filing date, then the Company may file the Registration Statement without including Registrable Securities of that Holder, and such Holder shall have no further rights hereunder.

9 . Further Assurances. Each Holder will cooperate with the Company, as reasonably requested by the Company, in connection with the preparation and filing of any Registration Statement hereunder, unless such Holder has notified the Company in writing of such Holder's irrevocable election to exclude all of such Holder's Registrable Securities from such Registration Statement. If a Holder does not cooperate with the Company as required hereunder, such Holder's Registrable Securities shall not be included in the Registration Statement and such Holder shall have no further rights hereunder.

10. Suspension of Sales. Upon receipt of any notice from the Company under Section 2(a)(v) or 2(b), each Holder will immediately discontinue disposition of Registrable Securities pursuant to the Registration Statement covering such Registrable Securities until (i) it receives copies of a supplemented or amended prospectus contemplated by Sections 2(a)(v) or (ii) the Company advises the Holder that a suspension of sales under Section 2(b) has terminated. If so directed by the Company, each Holder will deliver to the Company (at the expense of the Company) or destroy all copies in the Holder's possession (other than a limited number of file copies) of the prospectus covering such Registrable Securities that is current at the time of receipt of such notice.

11 . Transfer or Assignment. Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns. The rights granted to the Purchaser by the Company under this Agreement to cause the Company to register Registrable Securities may be transferred or assigned (in whole or in part) to a transferee or assignee of the Registrable Securities, and all other rights granted to the Purchaser by the Company hereunder may be transferred or assigned to any transferee or assignee of the Registrable Securities; provided in each case that (i) the Company is given written notice by the Purchaser at the time of or within a reasonable time after such transfer or assignment, stating the name and address of said transferee or assignee and identifying the securities with respect to which such registration rights are being transferred or assigned; and provided further that the transferee or assignee of such rights agrees in writing to be bound by the registration provisions of this Agreement, (ii) such transfer or assignment is not made under the Registration Statement or Rule 144, (iii) such transfer is made according to the applicable requirements of the Purchase Agreement, and (iv) the transferee has provided to the Company an investor questionnaire (or equivalent document) evidencing that the transferee is a "qualified institutional buyer" or an "accredited investor" defined in Rule 501(a)(1),(2),(3), or (7) of Regulation D.

12. Miscellaneous.

(a) Remedies. The Company and the Purchaser acknowledge and agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent or cure breaches of the provisions of this Agreement and to enforce specifically the terms and provisions hereof, this being in addition to any other remedy to which any of them may be entitled by law or equity.

(b) Jurisdiction. Each of the Company and the Purchaser (i) hereby irrevocably submits to the exclusive jurisdiction of the United States District Court, the New York state courts and other courts of the United States sitting in New York, New York for the purposes of any suit, action or proceeding arising out of or relating to this Agreement and (ii) hereby waives, and agrees not to assert in any such suit action or proceeding, any claim that it is not personally subject to the jurisdiction of such court, that the suit, action or proceeding is brought in an inconvenient forum or that the venue of the suit, action or proceeding is improper. The Company and the Purchaser consent to process being served in any such suit, action or proceeding by mailing a copy thereof to such party at the address in effect for notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing in this paragraph shall affect or limit any right to serve process in any other manner permitted by law.

(c) Notices. Any notice or other communication required or permitted to be given hereunder shall be in writing by facsimile with confirmation of delivery, nationally recognized overnight carrier or personal delivery and shall be effective upon actual receipt of such notice. The addresses for such communications shall be:

to the Company:

Digirad Corporation
1048 Industrial Court
Suwanee, Georgia 30024
Telephone: (858) 726-1600
Attention: David Noble, Chief Financial Officer

If to the Purchaser, to the address set forth on the signature pages hereto.

Any party hereto may from time to time change its address for notices by giving at least five days' written notice of such changed address to the other parties hereto.

(d) Waivers. No waiver by any party of any default with respect to any provision, condition or requirement of this Agreement shall be deemed to be a continuing waiver in the future or a waiver of any other provision, condition or requirement hereof, nor shall any delay or omission of any party to exercise any right hereunder in any manner impair the exercise of any such right accruing to it thereafter. The representations and warranties and the agreements and covenants of the Company and each Purchaser contained herein shall survive the Closing.

(e) Execution in Counterpart. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement, it being understood that all parties need not sign the same counterpart.

(f) Signatures. Electronic signatures shall be valid and binding on each party submitting the same.

(g) Entire Agreement: Amendment. This Agreement, together with the Purchase Agreement and the agreements and documents contemplated hereby and thereby, contains the entire understanding and agreement of the parties, and may not be amended, modified or terminated except by a written agreement signed by the Company and the Holder of the Registrable Securities seeking registration of such securities.

(h) Governing Law. This Agreement and the validity and performance of the terms hereof shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts executed and to be performed entirely within such state, except to the extent that the law of the State of Delaware regulates the Company's issuance of securities.

(i) Jury Trial. EACH PARTY HERETO WAIVES THE RIGHT TO A TRIAL BY JURY.

(j) Force Majeure. The Company shall not be deemed in breach of its commitments under this Agreement and no payments by the Company as set forth in Section 2 shall be required if the Company is unable to fulfill its obligations hereunder in a timely fashion if the SEC or the Nasdaq Stock Market are closed or operating on a limited basis as a result of the occurrence of a Force Majeure. As used herein, "**Force Majeure**" means war or armed hostilities or other national or international calamity, or one or more acts of terrorism, which are having a material adverse effect on the financial markets in the United States. Furthermore, any payments owed as a result of Section 2 shall not accrue during any period during which the Company's performance hereunder has been delayed or the Company's ability to fulfill its obligations hereunder has been impaired by a Force Majeure.

(k) Titles. The titles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

(l) No Strict Construction. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction will be applied against any party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

COMPANY:

DIGIRAD CORPORATION.

By: /s/ Matthew G. Molchan
Name: Matthew G. Molchan
Title: President and Chief Executive Officer

PURCHASER:

Lone Star Value Investors, LP

By: /s/ Jeffrey Eberwein
Name: Jeffrey Eberwein
Title: Sole Member, Lone Star Value Investors GP, LLC, the general partner of Lone Star Value Investors, LP

Address: 53 Forest Ave., 1st Floor
Old Greenwich, CT 06870
Telephone: 203-489-9501

Exhibit 10.3

PUT OPTION STOCK PURCHASE AGREEMENT

This Put Option Stock Purchase Agreement (this "**Agreement**"), is dated as of September 10, 2019, and is entered into by and between Jeffrey Eberwein ("**Buyer**") and Digirad Corporation, a Delaware corporation ("**Seller**").

AGREEMENT

NOW, THEREFORE, in consideration of the mutual obligations set forth in this Agreement, the parties hereto agree as follows:

1. Purchase and Sale of the Shares. Subject to the satisfaction or waiver of the conditions set forth in Sections 4 and 5 of this Agreement, upon three business days' written notice (the "**Notice**") by Seller to Buyer, given at any time during the 365 days following the Merger (as defined below), Seller shall sell and Buyer shall purchase in one or more Closings (as hereinafter defined) up to an aggregate of 100,000 shares of 10.0% Series A Cumulative Perpetual Preferred Stock, par value $0.0001 per share (the "**Shares**"), of Seller for a purchase price (the "**Purchase Price**") payable by wire transfer to Seller of immediately available funds equal to $10.00 per Share. The exact number of Shares to be purchased by Buyer at each Closing shall be stated in the applicable Notice and shall be determined by Seller in its sole discretion (up to an aggregate of 100,000 Shares).

2. Representations and Warranties of Seller. Seller represents and warrants to Buyer as follows as of the date of this Agreement and as of each Closing Date:

(a) Good Standing. Seller is a corporation, duly organized, validly existing, and in good standing under the laws of the state of Delaware.

(b) Due and Valid Issuance. At each Closing, the Shares will be duly authorized and, when issued, delivered and paid for in accordance with the terms of this Agreement, will be validly issued, fully paid and non-assessable.

(c) Authority and Consent. Seller has all requisite power, legal capacity, and authority to enter into and perform Seller's obligations under this Agreement, and no approval or consent of, or filing or registration with, any court, governmental or regulatory agency or authority or other third party is necessary or required to consummate the transactions contemplated hereby, other than required filings with the Securities and Exchange Commission ("**SEC**"). All action on the part of Seller necessary for the execution and delivery of this Agreement, and the performance and consummation of the transactions contemplated hereby, has been taken. Upon execution and delivery by Seller, this Agreement will constitute a valid and binding obligation of Seller enforceable against Seller in accordance with its terms.

(d) No Violation or Breach. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby (i) will be in compliance with all applicable agreements to which Seller is a party and that govern the rights and obligations of the Shares, and (ii) will not violate or result in the breach by Seller of, or constitute a default under, or conflict with, or cause any acceleration of any obligation with respect to any provision or restriction of any material loan, mortgage, lien, agreement, contract, instrument, order, judgment, award, decree, or any other restriction of any kind or character to which any material assets or properties of Seller is subject or by which Seller is bound.

(e) No Litigation. There is no litigation or governmental or administrative proceeding or investigation pending with respect to the Shares or, to the actual knowledge of Seller after reasonable inquiry or investigation, threatened against Seller with respect to the Shares, nor, to the knowledge of Seller, has there occurred any event or does there exist any condition on the basis of which any such claim may be asserted.

(f) No General Solicitation or Advertising. At no time has Seller presented Buyer or any other party with or solicited Buyer or any other party through any article, notice, or other communication published in any newspaper or other leaflet, public promotional meeting, television, radio or other broadcast or transmittal advertisement, or any other form of general solicitation or advertising.

(g) Full Disclosure. No Form 10-K, Form 10-Q, Form 8-K or Registration Statement No. 333-232738 and any prospectus supplement thereto (the "**Registration Statement**") filed by Seller with the SEC contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements therein not misleading unless corrected in a later filing prior to the date hereof.

(h) Brokers. No broker, finder, or investment banker is entitled to any brokerage, finder's, or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Seller.

3. Representations and Warranties of Buyer. Buyer hereby represents and warrants to Seller as follows as of the date of this Agreement and as of each Closing Date:

(a) Good Standing. If Buyer is not a natural person, Buyer is a corporation, partnership or other entity duly incorporated or organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization.

(b) Authority and Consent. Buyer has the right, power, legal capacity, and authority to enter into and perform Buyer's obligations under this Agreement, and no approval or consent of any governmental or regulatory authority or other person is necessary in connection herewith. All action on the part of Buyer necessary for the execution and delivery of this Agreement, and the performance and consummation of the transactions contemplated hereby, has been taken. Upon execution and delivery by Buyer, this Agreement will constitute a valid and binding obligation of Buyer enforceable against buyer in accordance with its terms.

(c) No Violation or Breach. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not violate or result in the breach by Buyer of, or constitute a default under, or conflict with, or cause any acceleration of any obligation with respect to any provision or restriction of any material loan, mortgage, lien, agreement, contract, instrument, order, judgment, award, decree, or any other restriction of any kind or character to which any material assets or properties of Buyer is subject or by which Buyer is bound.

(d) Purchase Entirely for Own Account. Buyer is acquiring the Shares for its own account only and not with a view to, or for resale in connection with, any "distribution" of the Shares within the meaning of the Securities Act of 1933, as amended (the "**Securities Act**"), and Buyer has no contract, undertaking, or arrangement to sell or transfer the Shares to another person. Buyer has determined to purchase the Shares based on Buyer's own investigation of Seller.

(e) Available Information. Buyer (i) has been furnished by Seller all information regarding Seller, the Shares and any additional information that Buyer, its representative, attorney and/or accountant deem necessary to enable it to make an informed investment decision concerning the purchase of the Shares; (ii) has been provided an opportunity for a reasonable time prior to the date hereof to obtain additional information concerning the Shares, Seller and all other information to the extent Seller possesses such information or can acquire it without unreasonable effort or expense; (iii) has been given the opportunity for a reasonable time prior to the date hereof to ask questions of, and receive answers from, Seller or its representatives concerning the terms and conditions of the Shares and other matters pertaining to an investment in the Shares, or that which was otherwise provided in order for them to evaluate the merits and risks of a purchase of the Shares to the extent Seller possesses such information or can acquire it without unreasonable effort or expense; and (iv) has determined that the Shares are a suitable investment for Buyer and that at this time Buyer has no need for liquidity in an investment in the Shares and could bear a complete loss of its investment in the Shares.

(f) Absence of Representations and Warranties. Except as set forth in Section 2, Buyer confirms that neither Seller nor anyone purportedly acting on behalf of Seller has made any representations, warranties, agreements, or statements, express or implied, respecting the Shares or the business, affairs, financial condition, plans, or prospects of Seller nor has Buyer relied on any representations, warranties, agreements, or statements in the belief that they were made on behalf of any of the foregoing nor has Buyer relied on the absence of any such representations, warranties, agreements, or statements in reaching Buyer's decision to purchase the Shares.

(g) Shares Restricted. Buyer understands that the Shares will be "restricted securities" within the meaning of Rule 144 under the Securities Act and that Buyer may be considered an "affiliate" of Seller as referenced in such Rule.

(h) No Registration. Buyer acknowledges that the Shares have not been registered under the Securities Act or the securities laws of any state, and the Shares cannot be resold unless the shares are registered for resale or an exemption from registration is available. Buyer further acknowledges that if an exemption from registration or qualification is available, it may be conditioned on various requirements, including the time and manner of sale, the holding period for the Shares, and requirements relating to the Company that are outside of such Buyer's control, and which Seller is under no obligation and may not be able to satisfy.

(i) Legends. Buyer acknowledges that the certificate(s) or book-entry record evidencing the Shares will bear a restrictive legend (i) stating that the Shares may not be sold, transferred, hypothecated, or otherwise distributed in the absence of an effective registration under the Securities Act and any applicable state securities laws or the receipt of an opinion of counsel that is satisfactory to the Company that such registration is not required, and (ii) as required by the securities laws of any state to the extent such laws are applicable to the shares represented by the certificate so legended.

(j) No General Solicitation or Advertising. The offer to sell the Shares was communicated directly to Buyer by Seller or Seller's agent. At no time was Buyer presented with or solicited by or through any article, notice or other communication published in any newspaper or other leaflet, public promotional meeting, television, radio or other broadcast or transmittal advertisement or any other form of general solicitation or advertising.

(k) Accredited Investor. Buyer is an Accredited Investor as defined in Rule 501(a) of Regulation D promulgated under the Securities Act. Buyer (i) can bear the economic risk of the purchase of the Shares, including the complete loss of Buyer's investment, and (ii) has sufficient knowledge and experience in business and financial matters as to be capable of evaluating the merits and risks of Buyer's purchase of the Shares.

(l) Brokers. No broker, finder, or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transaction contemplated by this Agreement based upon arrangements made by or on behalf of Buyer.

4. Conditions Precedent to Buyer's Performance. The obligations of Buyer under this Agreement are subject to the satisfaction or waiver, at or before each Closing, of all the conditions set out below in this Section 4.

(a) Accuracy of Seller's Representations and Warranties. All representations and warranties by Seller in this Agreement, or in any written statement that shall be delivered to Buyer by Seller pursuant to this Agreement, shall be true on and as of the Closing Date (as hereinafter defined) as though such representations and warranties were made on and as of that date.

(b) Performance by Seller. Seller shall have performed, satisfied, and complied with all covenants, agreements, and conditions required by this Agreement to be performed or complied with by Seller on or before the Closing Date.

(c) Completion of Merger. The merger of Digirad Acquisition Corporation with and into ATRM Holdings, Inc. ("**ATRM**"), with ATRM as the surviving entity (the "**Merger**"), shall have become completed in accordance with that certain Agreement and Plan of Merger, dated as of July 3, 2019, by and among Seller, ATRM and Digirad Acquisition Corporation.

(d) No Material Adverse Change. There shall not have occurred a material adverse change in the condition of Seller.

5. Conditions Precedent to Seller's Performance. The obligations of Seller under this Agreement are subject to the satisfaction or waiver, at or before the Closing, of all the following conditions.

(a) Accuracy of Buyer's Representations and Warranties. All representations and warranties of Buyer contained in this Agreement or in any written statement delivered by Buyer pursuant to this Agreement shall be true on and as of the Closing Date as though such representations and warranties were made on and as of that date.

(b) Performance by Buyer. Buyer shall have performed, satisfied, and complied with all covenants, agreements, and conditions required by this Agreement to be performed or complied with by Buyer on or before the Closing Date.

(c) Completion of Merger. The Merger shall have been completed.

6. Closings. Each closing of the transactions contemplated by this Agreement (the "**Closing**") shall take place via the electronic exchange of documents as specified in Section 1 above, or at such other time, place, and manner as the parties may agree to in writing. The date of each Closing is herein called a "**Closing Date**".

(a) Obligations of Seller. At the Closing, Seller shall deliver to Buyer, or cause Seller's transfer agent to deliver to Buyer, a certificate or copy of the electronic book-entry record evidencing issuance of the Shares to Buyer.

(b) Obligations of Buyer. At the Closing, Buyer shall deliver to Seller the Purchase Price by wire transfer to an account designated by Seller.

7. Miscellaneous.

(a) Further Assurances. Each of the parties hereto shall execute and deliver any and all such other instruments, documents, and agreements and take all such actions as either party may reasonably request from time to time in order to effectuate the purposes of this Agreement.

(b) Controlling Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without application of the conflict of laws principles thereof.

(c) Binding Nature of Agreement; No Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that no party may assign or transfer its rights or obligations under this Agreement without the prior consent of the other party hereto.

(d) Entire Agreement. This Agreement contains the entire understanding between the parties hereto with respect to the purchase and sale of the Shares, and supersedes all prior and contemporaneous agreements and understandings, inducements, or conditions, express or implied, oral or written, between the parties hereto, with respect to the purchase and sale of the Shares. Except as otherwise expressly provided herein, this Agreement may not be modified or amended other than by an agreement executed in writing by the parties hereto. In the event that any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without said provision.

(e) Notices. All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made, and received when delivered against receipt, when sent by email, or one day after being sent by a nationally recognized overnight carrier, addressed as set forth below:

(i) If to Buyer:

53 Forest Ave., 1st Floor
Old Greenwich, CT 06870
Attention: Jeffrey Eberwein
Email: je@lonestarvm.com

(ii) If to Seller:

Digirad Corporation
1048 Industrial Court
Suwanee, GA 30024
Attention: Matthew Molchan, Chief Executive Officer
Email: matt.molchan@digirad.com

Any party may alter the address to which communications or copies are to be sent by giving notice of such change of address in conformity with the provisions of this paragraph for the giving of notice.

(f) Survival of Representations and Warranties. All representations and warranties made or undertaken by each party in this Agreement shall survive the applicable Closing Date for a period of 24 months. The covenants and agreements of the parties hereto contained herein shall survive in accordance with their respective terms, and this Section 7(g) shall not limit any covenant or agreement of the parties that contemplates performance after the Closing.

(g) Counterparts. This Agreement may be executed in any number of counterparts, which shall, collectively, constitute one agreement, and may be executed by email pdf transmission of an executed counterpart of or signature page to this Agreement and any email pdf or photocopy of an executed counterpart of or signature page to this Agreement shall be given the same effect as the original.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Seller and Buyer have executed and delivered this Agreement as of the day and year first above written.

BUYER:

/s/ Jeffrey Eberwein
Jeffrey Eberwein

SELLER:

DIGIRAD CORPORATION

By: /s/ Matthew Molchan
Name: Matthew Molchan
Title: Chief Executive Officer

[Signature Page to Digirad Corporation Put Option Stock Purchase Agreement]

Exhibit 10.4

CONSENT AND ACKNOWLEDGMENT AGREEMENT
AND TWELFTH AMENDMENT TO LOAN AGREEMENT

THIS CONSENT AND ACKNOWLEDGMENT AGREEMENT AND TWELFTH AMENDMENT TO LOAN AGREEMENT (this "Agreement") is entered into as of this 10th day of September, 2019(the "Effective Date"), by and among **Gerber Finance Inc.** ("Lender"), **KBS Builders, Inc.** (the "Borrower"), **ATRM Holdings, Inc.,** ("Existing Guarantor"), and **Digirad Corporation**, a Delaware Corporation ("New Guarantor" and, together with Existing Guarantor, individually or collectively, as the context may require, "Guarantor"), having an address at 1048 Industrial Court, Suwanee, GA 30024.

RECITALS

A. Lender, Borrower, and Existing Guarantor entered into a Loan and Security Agreement dated as of February 23, 2016, as amended by (i) the First Amendment to Loan and Security Agreement dated November 30, 2016, (ii) the Second Amendment to Loan and Security Agreement dated November 30, 2016, (iii) the Third Amendment to Loan and Security Agreement dated June 30, 2017, (iv) the Fourth Amendment to Loan and Security Agreement dated July 19, 2017, (v) the Fifth Amendment to Loan and Security Agreement dated September 29, 2017, (vi) the Sixth Amendment to Loan and Security Agreement dated December 22, 2017, (vii) a series of emails between representatives of the parties sent January 12 – 14, 2018 characterized as a Seventh Agreement of Amendment to Loan and Security Agreement), (viii) the Eight Amendment to Loan and Security Agreement dated October 1, 2018, (ix) the Ninth Amendment to Loan and Security Agreement dated February 22, 2019, (x) the Tenth Amendment to Loan and Security Agreement dated April 1, 2019, and (xi) the Eleventh Amendment to Loan and Security Agreement dated April 15, 2019, (such Loan and Security Agreement, as so amended and as it may be further amended, restated, supplemented or otherwise modified from time to time, being the "Loan Agreement"). Capitalized terms used herein and not otherwise defined shall have the respective meanings ascribed thereto in the Loan Agreement.

B. The Loans are secured by, among other things, Existing Guarantor's guaranty by its execution of the Loan Agreement as a Corporate Credit Party ("Guaranty").

C. Existing Guarantor owns, directly or indirectly, one hundred percent (100%) of the equity interests in Borrower.

D. New Guarantor intends to acquire Existing Guarantor, and upon such acquisition the New Guarantor will own, directly or indirectly, one hundred percent (100%) of the equity interests in Existing Guarantor (the "Acquisition") pursuant to the Agreement and Plan of Merger dated as of July 3, 2019 and those documents (including but not limited to disclosure schedules attached hereto as Exhibit A and the transactions contemplated therein.

E. Pursuant to certain letter in connection with the Loan Agreement dated August 1, 2019, ("Overadvance Letter") Lender agreed on an OverAdvance in an amount not to exceed US $500,000.00 (the "OverAdvance Amount").

F. Pursuant to Pledge and Security Agreement dated October 4, 2016, as amended ("Pledge Agreement"), Lone Star Value Investors, L.P. pledged $3,300,000 of cash collateral ("Cash Collateral") to secure the Obligations of EdgeBuilder, Inc. and Glenbrook Building Supply, Inc. to Lender in Loan and Security Agreement dated October 4, 2016 as amended ('EGBL Obligations") and Obligations of Borrower, of which Cash Collateral $150,000 has been allocated to secure the Loans.

G . Guarantor has requested that Lender consent to and discharge its security interest in a portion of the Cash Collateral in order to enable Guarantor to effectuate the Acquisition. Lender has agreed to such discharge ("Discharge") simultaneously upon Lender's receipt of indefeasible payment in full of the EGBL Obligations and such expense, reserves and attorneys' fees set forth in Lender's payoff letter of even date ("Payoff Letter") by a direct payment to Lender of a portion of the proceeds of the Cash Collateral from the Pledged Account defined in the Pledge Agreement.

H. Upon payment in full of the EGBL Obligations, the amount of the Cash Collateral will be reduced to $300,000 which the parties have agreed will remain as Collateral for the Loans.

I. As of the effective date hereof, Existing Guarantor has on deposit $200,000 in the Collateral Account maintained with Lender to secure the Loans.

J. Upon consummation of the Acquisition, New Guarantor will directly and/or indirectly collectively own 100% of the equity interests in Borrower, and New Guarantor has represented that it will derive substantial benefit from the Requested Actions.

K. The Note,the Guaranty, the Subordination Agreement, the Loan Agreement, and all other Credit Documents and Ancillary Loan Documents executed by Borrower and Existing Guarantor, Credit Parties and Ancillary Credit Parties and/or others in connection with the Loans in effect and as amended prior to the date hereof are hereafter collectively referred to as the "Original Loan Documents." The Original Loan Documents, as further amended by this Agreement, and any and all other documents executed in connection with this Agreement, all as same may be further modified, amended, restated,consolidated, renewed, or replaced are hereafter collectively referred to as the "Loan Documents."

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, in consideration of the Recitals above which are incorporated into and made a part of this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1 . Consent to the Requested Actions. Subject to each of the terms and conditions set forth herein, Lender hereby consents to the Requested Actions and acknowledges and agrees that the Acquisition shall not constitute an Event of Default under the Loan Agreement. Furthermore, the parties hereto agree that Lender's consent to the Requested Actions is a onetime consent restricted to the Requested Actions and Acquisition, and such consent shall not otherwise constitute a consent, waiver or modification of any right, remedy or power of Lender under any of the Loan Documents except as provided herein.

2. Representations and Warranties.

(a) Borrower Organizational Documents. Borrower represents and warrants to Lender that as of the Effective Date, the certificate of formation, the articles of organization, and any other organizational documents of Borrower delivered to Lender in connection with the making of the Loans have not been amended, modified or revoked since the Loan Agreement closing date, other than any such amendment or modification that was effectuated in accordance with the Loan Documents. Pursuant to the Acquisition, the articles of incorporation and bylaws of Existing Guarantor shall be replaced as set forth in Exhibit A upon the consummation of the Acquisition, and Lender hereby consents to such actions and acknowledges and agrees that such actions shall not constitute an Event of Default under the Loan Agreement.

(b) Execution, Delivery, Authority, No Violations. Borrower and each Guarantor represents and warrants to Lender that as of the Effective Date: (i) it is or will be duly formed, validly existing and in good standing as a limited liability company, limited partnership, or corporation, as applicable, under the laws of the state of its formation, with full power and authority to own its assets and conduct its business, and is duly qualified in all jurisdictions in which the ownership or leasing of its property or the conduct of its business requires such qualification, except where the failure to be so qualified would not result in a material adverse effect on the Borrower and Guarantor, (ii) this Agreement and the other documents executed in connection with the Requested Actions by such entity have been duly executed and delivered and constitute the legal, valid and binding obligations of such entity, enforceable against such entity in accordance with their terms; (iii) the execution and delivery of this Agreement and the other documents executed in connection herewith by such entity, and the performance of its respective obligations hereunder and thereunder, and the consummation of the Requested Actions contemplated hereunder, (A) have been duly authorized by all requisite organizational action on the part of such entity and will not violate any provision of any applicable legal requirements, decree, order, injunction or demand of any court or other governmental authority applicable to such entity or any organizational document of such entity and (B) do not require any consent, approval, authorization or order of any court, governmental authority or any other Person, other than for those which have already been obtained by such entity prior to the Effective Date; and (iv) except to the extent modified by this Agreement or as may have been previously modified by written agreement executed by Borrower and Lender or any predecessor of Lender, the terms of the Original Loan Documents remain unmodified and the respective obligations of Borrower and Guarantor under the Loan Documents remain in full force and effect in accordance with the terms and provisions thereof.

(c) Consents. Borrower and each Guarantor represents and warrants to Lender that as of the Effective Date, no consent,approval or authorization to the Requested Actions or the execution and delivery of this Agreement and the other documents executed in connection herewith by such entity, and the performance of its respective obligations hereunder and thereunder, and the consummation of the Requested Actions contemplated hereunder is required pursuant to any material agreement of Borrower.

(d) Transfer of Interests. Except for the Requested Actions, Borrower has not pledged, sold, conveyed or otherwise encumbered or transferred except as may be expressly permitted in Loan Documents, and will not pledge, sell, convey or otherwise encumber or transfer all or any part of the direct or indirect interests in Borrower or its property, without first having obtained or without obtaining the prior written consent of Lender except as expressly permitted in Loan Documents.

(e) Legal Proceedings. There are no pending or, to Borrower's knowledge, threatened suits, judgments, arbitration proceedings, administrative claims, executions or other legal or equitable actions or proceedings against Borrower or its property, which have not been disclosed to Lender in writing and which, if adversely determined, would materially impair Borrower's ability to perform its covenants or obligations hereunder or under the Loan Documents.

(f) Original Loan Document Representations and Warranties. Borrower represents and warrants to Lender that the representations and warranties made by Borrower and set forth in the Loan Agreement or in any of the other Loan Documents are true and correct in all material respects as if made by Borrower on and as of the Effective Date, except as to matters that relate to a specific date or time or that are expected by their nature to change or become inapplicable with the passage of time.

(g) Financial Statements. Borrower and each Guarantor represents and warrants to Lender that the financial statements of Borrower and of each Guarantor, and any of their respective affiliates most recently delivered to Lender on or prior to the date hereof:

(i) are true, correct and complete, in all material respects; (ii) accurately present the financial condition of such entities as of the date of such statements; and (iii) have been prepared in accordance with generally accepted accounting principles consistently applied or other accounting standards expressly approved by Lender in writing, except,in the case of financial statements other than annual audited financial statements, for the absence of footnotes and normal year-end adjustments. Borrower and each Guarantor further represent and warrant to Lender that, since the date of such financial statements, there has been no material adverse change in the financial condition of Borrower, of any Guarantor, or any of their affiliates or Subsidiaries.

(h) Information. Borrower and each Guarantor represents and warrants to Lender that no information provided by or on behalf of Borrower or any Guarantor to Lender in connection with the Requested Actions, or the amendments herein, contains any untrue statement of a material fact or omits to state any material fact necessary to make such information not misleading in any material respect.

(i) No Defaults. Borrower and each Guarantor represent and warrant to Lender that, as of the Effective Date, no Event of Default has occurred and remains uncured under any of the Original Loan Documents.

(j) Organizational Chart. Borrower and each Guarantor represents and warrants to Lender that (i) the organizational chart attached hereto as Schedule 1 relating to Borrower, Existing Guarantor, and the other named persons and/or entities therein is true, correct and complete immediately prior to the consummation of the Requested Actions, and (ii) the organizational chart attached hereto as Schedule 2 relating to Borrower, Guarantor and the other named persons and/or entities therein is true, correct and complete upon consummation of the Requested Actions.

(k) Requested Actions Documents. Borrower represents and warrants that it has delivered to Lender all material documents executed and/or delivered by Borrower, Existing Guarantor or New Guarantor in connection with the Requested Actions.

(l) No Material Adverse Effect. Borrower and each Guarantor represents and warrants to Lender that the consummation of the Requested Actions will not, (i) adversely affect the Loan Documents, or (ii) deprive Lender of any direct or indirect benefits of, or rights under, any of the Loan Documents except as expressly agreed to by Lender in writing.

(m) Financial Certification. None of Borrower, any Guarantor, or of any managing member, general partner or controlling stockholder of Borrower or of any Guarantor is currently a debtor in any bankruptcy, reorganization, insolvency or similar proceeding. None of Borrower or any Guarantor is presently insolvent, and the proposed Requested Actions will not render Borrower or any Guarantor insolvent.

3 . Simultaneous Proceedings. The following are simultaneous proceedings that are consideration for the Requested Actions. All of such proceedings must occur simultaneously for this Agreement to be effective:

(a) Indefeasible payment in full to Lender of the EGBL Obligations and all amounts set forth in the Payoff Letter by a direct payment of the proceeds of the Cash Collateral from the Pledged Account defined in the Pledge Agreement;

(b) Receipt by Lender of a signed counterpart to the Payoff Letter from all parties thereto;

(c) Lender's receipt of all of the Costs and Expenses set forth in Section 11 below in accordance with the Payoff Letter;

(d) Lender's receipt of reasonably satisfactory written evidence from Borrower that on the Effective Date all insurance coverage required under the Loan Agreement continues to be in full force and effect notwithstanding the consummation of the Requested Actions;

(e) Lender's receipt of satisfactory evidence that, New Guarantor shall be the sole owner of Existing Guarantor;

(f) receipt by Lender of a consent to this Agreement executed by Borrower, each Guarantor, each Credit Party and each Ancillary Credit Party;

(g) No Event of Default shall have occurred and be continuing; and

(h) Borrower and each Guarantor shall deliver or cause to be delivered to Lender an officer's certificate and a guarantor's certificate in forms reasonably acceptable to Lender certifying to Lender that all of the foregoing conditions precedent have been satisfied, which certificate shall include certificates of good standing for Borrower and each Guarantor and all parties signing on behalf of such entities for its respective state of organization dated no more than 30 days prior to the Effective Date.

4. Breach of this Agreement. If (i) any representation or warranty in this Agreement shall have been false or misleading in any material respect when made and such inaccuracy is not cured within 30 days (except for any intentional misrepresentation which shall not be subject to any cure period), or (ii) there shall be a default by Borrower or by any Guarantor of a covenant in this Agreement, at Lender's option in its reasonable discretion, an Event of Default shall exist.

5. Amendments to Loan Documents. Borrower, each Guarantor, each Credit Party each Ancillary Credit Party and Lender agree (or to the extent they are not a party thereto, acknowledge) that the Loan Documents are hereby amended as of the Effective Date as follows:

(a) The definition of "Cash Collateral", "Credit Parties", "Guarantor" and "Pledge and Security Agreement" as set forth in Section 1.1 of the Loan Agreement are hereby deleted in its entirety and the following is inserted in its place:

> "Cash Collateral" means that money in the amount of not less than $300,000 deposited by Lone Star Value Investors, LP into a deposit account located at MUFG UNION BANK, N.A. pledged as Collateral to Lender pursuant to the Pledge and Security Agreement and perfected in favor of Lender by the Securities Account Control Agreement.
>
> "Credit Parties" means each Borrower and each other Person (other than the Lender) that is or may become a party to this Agreement or any other Credit Document, including but not limited to ATRM Holdings, Inc. and Digirad Corporation.

"Guarantor" shall mean jointly and severally ATRM Holdings, Inc. and Digirad Corporation and any other entity or person guaranteeing any payment or performance obligation of Borrower which executes a guaranty or a support, put or other similar agreement in favor of Lender in connection with the transactions contemplated by this Agreement.

"Pledge and Security Agreement" means the pledge and security agreement dated October 4, 2016 executed by Lender and Lone Star Value Investors, LP, as amended, by which money in U.S. Dollars in the amount of not less than $300,000 in a deposit account at MUFG Union Bank, N.A. pursuant to which Lender has a first and only perfected security interest."

(b) The second paragraph of the Overadvance Letter is hereby amended to read as follows:

"I am writing to confirm that subject to the terms and conditions of the Loan Agreement Lender agrees to make Revolving Credit Advances in excess of the Borrowing Base in an amount not to exceed $500,000 (the "Overadvance"). The Overadvance expires and shall be repaid in full to Lender on or prior to October 1, 2019. Should such payment not occur on or prior to October 1, 2019, the Overadvance will be repaid at the rate of $38,461.54 per week commencing Friday, October 4, 2019 and each succeeding Friday thereafter through and including December 27th, 2019. Borrower agrees to provide weekly Borrowing Base Certificates on each repayment date confirming the required reduction of the Overadvance."

(c) The "Description of Collateral" in the Pledge Agreement is hereby amended to provide that the amount of proceeds is reduced to $300,000.

6 . Borrower Confirmation of Loan Documents. Neither the consummation of the Requested Actions nor anything contained herein shall limit, impair, terminate or revoke the obligations of the parties under the Loan Documents, and such obligations shall continue in full force and effect in accordance with the respective terms and provisions of the Loan Documents, as modified hereby. Borrower hereby ratifies and agrees to pay when due all sums due or to become due or owing under the Loan Agreement or the other Loan Documents and the parties shall hereafter faithfully perform all of its obligations under and be bound by all of the provisions of the Loan Documents, as modified hereby, and hereby ratifies and reaffirms all of its obligations and liabilities under the Loan Documents, as modified hereby.

7. Guaranty.

(a) Confirmation of Existing Guarantor. Neither the consummation of the Requested Actions nor anything contained herein shall limit, impair, terminate or revoke the obligations of Existing Guarantor under the Guaranty. The Guaranty shall continue in full force and effect in accordance with the terms and provisions of the Guaranty. Existing Guarantor hereby ratifies and reaffirms all of its obligations and liabilities under the Guaranty. The Guaranty constitutes the valid, legally binding obligation of Existing Guarantor, enforceable against Existing Guarantor in accordance with its terms. By Existing Guarantor's execution hereof, Existing Guarantor waives and releases any and all defenses, affirmative defenses, setoffs, claims,counterclaims and causes of action of any kind or nature which Existing Guarantor has asserted as of the Effective Date against Lender which in any way relate to or arise out of the Guaranty or any of the other Loan Documents.

(b) Assumption by New Guarantor of Guaranty. On the Effective Date, New Guarantor assumes on a joint and several basis with Existing Guarantor and agrees to be liable and responsible for and bound by all of Existing Guarantor's obligations, agreements and liabilities, under the Guaranty, as amended by the terms hereof, as fully and completely as if New Guarantor had originally executed and delivered such Guaranty, as amended by the terms hereof. New Guarantor further agrees to pay, perform and discharge each and every obligation of payment and performance of any guarantor under, pursuant to and as set forth in the Guaranty, as amended by the terms hereof, at the time, in the manner and otherwise in all respects as therein provided. For the avoidance of doubt, and without limitation, such assumption and agreement of New Guarantor is not limited to obligations, agreements and liabilities arising after the date of this Agreement but relates to and includes all obligations, agreements and liabilities of "Guarantor" under or in connection with the Guaranty, as amended by the terms hereof, without regard to the time period with respect to which the same arose or may hereafter arise, whether prior to, on or as of, or after the date of this Agreement. New Guarantor's assumption of the Guaranty, as amended by the terms hereof, on a joint and several basis with Existing Guarantor set forth herein (i) is absolute, unconditional and is not subject to any defenses, waivers, claims or offsets arising prior to the date of this Agreement, and (ii) shall not be affected or impaired by any agreement, condition, statement or representation of any person or entity other than any written agreement, condition, statement or representation of Lender executed concurrently herewith or after the date hereof. Without limiting the generality of the foregoing assumption of the Guaranty by New Guarantor on a joint and several basis with Existing Guarantor, New Guarantor, on the Effective Date, specifically ratifies, reaffirms and confirms the obligations, warranties and representations of "Guarantor" as set forth in the Guaranty, as amended by the terms hereof.

8 . Same Indebtedness; Priority of Liens Not Affected. This Agreement and the execution of the other documents required to be executed in connection herewith do not constitute the creation of a new debt or the extinguishment of the debt evidenced by the Loan Documents, nor will they in any way affect or impair the liens and security interests created by the Loan Documents except as otherwise provided with respect to the Discharge. The parties agree that the lien and security interests created by the Loan Documents continue to be in full force and effect, unaffected and unimpaired by this Agreement and that said liens and security interests shall so continue in their perfection and priority until the Obligations secured by the Loan Documents are fully discharged. Following the Discharge, Lender agrees to execute such documents reasonably requested to effectuate the discharge of Lender's security interest in the Cash Collateral as provided hereby only.

9 . Release and Covenant Not to Sue. Each of Borrower, Existing Guarantor and New Guarantor on behalf of itself and its affiliates, heirs, successors and assigns (collectively, "Releasing Parties"), hereby releases and forever discharges Lender, any trustee of the Loans, any servicer of the Loans, each of their respective predecessors-in-interest and successors and assigns, together with the officers, directors, partners, employees, investors, certificate holders and agents of each of the foregoing (collectively, the "Lender Parties"), from all debts, accountings, bonds, warranties, representations, covenants, promises, contracts, controversies, agreements, claims, damages, judgments, executions, actions, inactions, liabilities, demands or causes of action of any nature, at law or in equity, known or unknown, which such Releasing Party has or had prior to and including the date hereof relating in any manner whatsoever to matters arising out of: (a) the Loans, including, without limitation, its funding, administration and servicing; (b) the Loan Documents; (c) any reserve and/or escrow balances held by Lender or any servicers of the Loans; or (e) the Requested Actions.

10. Indemnity. Borrower and each Guarantor,jointly and severally, agree to reimburse, defend, indemnify and hold Lender Parties harmless from and against any and all liabilities, claims, damages, penalties, reasonable expenditures, losses or charges (including, but not limited to, all reasonable legal fees and court costs), which may now or in the future be undertaken, suffered, paid, awarded, assessed or otherwise incurred as a result of or arising out of any fraudulent conduct of Borrower, Existing Guarantor or New Guarantor in connection with this Agreement or of any breach of any of the representations or warranties made in Section 2 in any material respect.

11. Costs and Expenses. The following fees, costs and expenses charged or incurred by Lender as a result of the Loans to Borrower in connection with the Requested Actions, this Agreement and the actions contemplated hereunder shall be paid by the terms of the Payoff Letter (except as otherwise provided herein): (i) reasonable attorney's fees incurred by Lender's counsel; (ii) all out of pocket costs and expenses incurred by Lender, including but not limited to, an amendment fee of US$2,500 (collectively, the "Costs and Expenses"). To the extent that Borrower fails to satisfy any obligation under this Section 11, Guarantor shall be liable for any and all Costs and Expenses.

12. Notices. With respect to all notices or other written communications hereunder, such notice or written communication shall be given in writing, and shall be deemed effective upon delivery by a recognized next-day courier service, pursuant to the Loan Agreement, as amended by this Agreement to:

Name:	Gerber Finance Inc.
Address:	488 Madison Avenue, Suite 800 New York, New York 10022
Attention:	Gerald L. Joseph
Telephone:	(212) 888-3833
Facsimile:	(212) 888-1637

Name:	KBS Builders, Inc.
Address:	300 Park Street South Paris, Maine 0428
Attention:	Dan Koch
Telephone:	(651) 235-6430
Facsimile:	(651) 704-1820

Name:	ATRM Holdings, Inc.
Address:	3050 Echo Lake Avenue, Suite 300 Mahtomedi, Minnesota 55155
Attention:	Dan Koch
Telephone:	(651) 235-6430
Facsimile:	(651) 704-1820

Name:	Digirad Corporation
Address:	1048 Industrial Court
	Suwanee, GA 30024
Attention:	David Noble, Chief Financial Officer
Telephone:	(203) 489-9502
Facsimile:	(858) 726-1546

13. Loan Documents. This Agreement and all other documents executed in connection herewith shall each constitute a Loan Document for all purposes under the Note, the Guaranty, the Subordination Agreement, the Loan Agreement and the other Loan Documents. All references in each of the Loan Documents to the Loan Agreement shall be deemed to be a reference to the Loan Agreement as amended by this Agreement and as the same may be further amended, restated, replaced, supplemented, renewed, extended or otherwise modified from time to time. All references in each of the Loan Documents to the Loan Documents or to any particular Loan Document shall be deemed to be a reference to such Loan Documents as amended by this Agreement, and as the same may be further amended, restated, replaced, supplemented, renewed, extended or otherwise modified from time to time. All references in the Loan Documents to a particular section of a Loan Document shall be deemed to be a reference to the particular section of such Loan Document as amended by this Agreement, and as the same may be further amended, restated, replaced, supplemented, renewed, extended or otherwise modified from time to time.

14. No Other Amendments. Except as expressly amended hereby, each Loan Document shall remain in full force and effect in accordance with its terms and provisions, without any waiver, amendment or modification of any provision thereof.

15. No Further Modifications. This Agreement may not be amended, modified or otherwise changed in any manner except by a writing executed by all of the parties hereto.

16. Severability. In case any provision of this Agreement shall be invalid, illegal, or unenforceable, such provision shall be deemed to have been modified to the extent necessary to make it valid, legal and enforceable. The validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

17. Successors and Assigns. This Agreement is binding on, and shall inure to the benefit of the parties hereto, their administrators, executors, and successors and assigns; provided, however, that Borrower and each Guarantor may only assign its rights hereunder to the extent permitted in the Loan Documents.

18. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to the conflict of laws provisions of said state.

19. Entire Agreement. This Agreement constitutes all of the agreements among the parties relating to the matters set forth herein and supersedes all other prior or concurrent oral or written letters, agreements and understandings with respect to the matters set forth herein.

20. Counterparts. This Agreement may be signed in any number of counterparts by the parties hereto, all of which taken together shall constitute one and the same instrument.

21. WAIVER OF TRIAL BY JURY. BORROWER, GUARANTOR, AND LENDER EACH HEREBY AGREES NOT TO ELECT A TRIAL BY JURY, AND WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS AGREEMENT, THE LOAN DOCUMENTS, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY BORROWER, GUARANTOR, AND LENDER, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. LENDER IS HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY BORROWER AND GUARANTOR.

[*Signatures appear on the following pages*]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the day and year first above written.

LENDER:

GERBER FINANCE, INC.

By: /s/ Jennifer Palmer
Name: Jennifer Palmer
Title: President

BORROWER:

KBS BUILDERS, INC.

By: /s/ Daniel M. Koch
Name: Daniel M. Koch
Title: President

EXISTING GUARANTOR

ATRM HOLDINGS, INC.

By: /s/ Daniel M. Koch
Name: Daniel M. Koch
Title: President

NEW GUARANTOR

DIGIRAD CORPORATION

By: Matthew G. Molchan
Name: Matthew G. Molchan
Title: President and Chief Executive Officer

[Signature Page to Consent and Acknowledgement Agreement and Twelfth Amendment to Loan Agreement

Exhibit 99.1

Digirad Corporation Acquires ATRM Holdings, Inc.

Transforms into a Diversified Holding Company

Completes Private Placement of Preferred Stock for $3.0 Million

Suwanee, GA, September 10, 2019 – Digirad Corporation (NASDAQ: DRAD) ("Digirad" or the "Company") announced today that it completed the acquisition of ATRM Holdings, Inc. ("ATRM"), which transforms the Company into a diversified holding company ("HoldCo"). In addition, as a result of the Merger, Digirad issued an aggregate of approximately 1.6 million shares of its newly authorized 10.0% Series A Cumulative Perpetual Preferred Stock, with a stated value and liquidation preference of $10 per share (the "Digirad Preferred Stock"), in exchange for all of the outstanding shares of ATRM's common and preferred stock. ATRM will deregister and delist its common stock and ATRM will continue as a direct, wholly-owned subsidiary of the Company. The Company anticipates that the Digirad Preferred Stock issued pursuant to the Merger will begin trading on the The Nasdaq Global Market under the ticker symbol "DRADP" on September 11, 2019.

In connection with the Merger, Digirad also completed a private placement, issuing 300,000 shares of Digirad Preferred Stock to Lone Star Value Investors, LP for a price of $10 per share for total proceeds to the Company of $3.0 million. The Company intends to use the proceeds from this offering for the repayment of debt owed by a wholly-owned subsidiary of ATRM. *The securities sold in the private placement have not been registered under the Securities Act of 1933 (the "Act") and may not be resold absent registration under, or exemption from registration under, the Act.*

The Merger is part of the transformation of Digirad into HoldCo. Following the Merger, the HoldCo structure's team includes Jeffrey Eberwein (Chairman), Matthew Molchan (CEO of Digirad Health, Inc.), Daniel Koch (CEO of ATRM), David Noble (Chief Operating Officer and Chief Financial Officer), and Hannah Bible (VP – Legal). Digirad believes that converting into a diversified holding company with a shared services center will create significant value for Digirad stockholders over time because the conversion is expected to improve future revenue, cash flow, and earnings growth, and create a platform for future bolt-on acquisitions and other growth opportunities.

About Digirad

Digirad designs, manufactures, and distributes diagnostic medical imaging products. Digirad operates in 3 segments: Diagnostic Services, Mobile Healthcare, and Diagnostic Imaging. The Diagnostic Services segment offers imaging and monitoring services to healthcare providers as an alternative to purchasing the equipment or outsourcing the job. The Mobile Healthcare segment provides contract diagnostic imaging, including computerized tomography ("CT"), magnetic resonance imaging ("MRI"), positron emission tomography ("PET"), PET/CT, and nuclear medicine and healthcare expertise through a convenient mobile service. The Diagnostic Imaging segment develops, sells, and maintains solid-state gamma cameras.

About ATRM Holdings

ATRM manufactures modular housing units for commercial and residential applications. ATRM operates in two segments: (i) modular building manufacturing and (ii) structural wall panel and wood foundation manufacturing, including building supply retail operations. The modular building manufacturing segment is operated by KBS Builders, and the structural wall panel and wood foundation manufacturing segment is operated by EdgeBuilder. Both KBS Builders and EdgeBuilder are wholly-owned subsidiaries of ATRM.

Forward-Looking Statements

The Securities and Exchange Commission (the "SEC") encourages companies to disclose forward-looking information so that investors can better understand a company's future prospects and make informed investment decisions. Certain statements in this report are forward-looking statements and are made pursuant to the safe harbor provisions of the Securities Litigation Reform Act of 1995, as amended. These forward-looking statements reflect, among other things, the Company's current expectations, plans, strategies, and anticipated financial results. There are a number of risks, uncertainties, and conditions that may cause the Company's actual results to differ materially from those expressed or implied by these forward-looking statements. These risks and uncertainties include the Company's ability to successfully integrate ATRM's operations and realize the synergies from the Merger, as well as a number of factors related to the Company's business and that of ATRM, including economic and financial market conditions generally and economic conditions in the Company's and ATRM's markets; various risks to preferred stockholders of not receiving dividends and risks to the Company's ability to pursue growth opportunities if the Company continues to pay dividends according to the terms of the Company Preferred Stock; various risks to the price and volatility of the Company's Preferred Stock; the substantial amount of debt and the Company's ability to repay or refinance it or incur additional debt in the future; the Company's need for a significant amount of cash to service and repay the debt and to pay dividends on the Company Preferred Stock; restrictions contained in the debt agreements that limit the discretion of management in operating the business; regulatory changes, including changes to reimbursement policies, development and introduction of new technologies and intense competition in the healthcare industry; risks associated with the Company's possible pursuit of acquisitions; system failures; losses significant contracts; disruptions in the relationship with third party vendors; losses of key management personnel and the inability to attract and retain highly qualified management and personnel in the future; changes in the extensive governmental legislation and regulations governing healthcare providers and the provision of healthcare services; high costs of regulatory compliance; the competitive impact of legislation and regulatory changes in the healthcare industry; and liability and compliance costs regarding environmental regulations. A detailed discussion of these and other risks and uncertainties that could cause actual results and events to differ materially from such forward-looking statements are discussed in more detail in the Company's filings with the SEC, including their reports on Form 10-K and Form 10-Q. Many of these circumstances are beyond the Company's ability to control or predict. Moreover, forward-looking statements necessarily involve assumptions on the Company's part. These forward-looking statements generally are identified by the words "believe", "expect", "anticipate", "estimate", "project", "intend", "plan", "should", "may", "will", "would", "will be", "will continue" or similar expressions. Such forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause actual results, performance or achievements of the Company and its subsidiaries to be different from those expressed or implied in the forward-looking statements. All forward-looking statements attributable to us or persons acting on the Company's behalf are expressly qualified in their entirety by the cautionary statements that appear throughout this report. Furthermore, forward-looking statements speak only as of the date they are made. Except as required under the federal securities laws or the rules and regulations of the SEC, the Company disclaims any intention or obligation to update or revise publicly any forward-looking statements. You should not place undue reliance on forward-looking statements.

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