Section 1: 8-K

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

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

Date of report (date of earliest event reported): **January 22, 2018**

BOXLIGHT CORPORATION

(Exact name of registrant as specified in its charter)

Nevada	8211	46-4116523
(State of Incorporation)	(Primary Standard Industrial Classification Code Number.)	(IRS Employer Identification No.)

BOXLIGHT CORPORATION
1045 Progress Circle
Lawrenceville, Georgia 30043
(Address Of Principal Executive Offices) (Zip Code)

678-367-0809
(Registrant's Telephone Number, Including Area Code)

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))

Item 1.01 Entry into a Material Definitive Agreement.

Pursuant to a stock purchase agreement, dated June 22, 2018, on June 25, 2018, Boxlight Corporation, a Nevada corporation ("Boxlight") acquired 100% of the capital stock of Qwizdom, Inc., based in Washington State ("Qwizdom") and its subsidiary Qwizdom UK Limited, based in Northern Ireland ("Qwizdom UK" and collectively with Qwizdom, the "Qwizdom Companies"). The Qwizdom Companies develop software and hardware solutions that are quick to implement and designed to increase participation, provide immediate data feedback, and, most importantly, accelerate and improve comprehension and learning. The company has offices outside Seattle WA and Belfast N. Ireland and delivers products in 44 languages to customers around the world through a network of partners.

Boxlight purchased the Qwizdom, Inc. shares for consideration valued at $2,476,000, which was paid in the form of $410,000 in cash, a 6% note of $656,000, $1,000,000 in the form of 142,857 shares of Boxlight Class A common stock which the parties valued at $7.00 per share, and a maximum $410,000 earnout based on future revenues derived from the Qwizdom companies.

The principal and accrued interest under the note is due and payable in 12 equal quarterly payments. The first quarterly payment is due on the last business day of March 2019 and subsequent quarterly payments are to be made on the last business day of the 6^{th}, 9^{th} and 12^{th} calendar month and quarterly thereafter until the Maturity Date. The Maturity Date is defined as the earlier of (i) Boxlight completing a public offering of its common stock or private placement of its debt or equity securities (each a "Financing") that results in Boxlight receiving gross proceeds from such Financing of $10,000,000 or more, or (ii) that date which shall be the last business day of July 2021.

The former Qwizdom shareholders are entitled to receive an annual payment, to be made within 90 days following the end of each of the three years ending December 31, 2018, December 31, 2019 and December 31, 2020 (each an "Anniversary Year") in an amount equal to 16.4% of all consolidated net sales revenues of the Qwizdom Companies in excess of $750,000 Dollars that may be obtained by Boxlight and its consolidated subsidiaries (including the Qwizdom Companies) in any one or more of the three Anniversary Years from the sale of software (the "Earn-Out"); *provided, that* in no event shall the aggregate amount of the Earn-Out payments payable to the shareholders in respect of such three Anniversary Years exceed the sum of $410,000.

As part of the transaction, Qwizdom entered into a three-year employment agreement with Darin Beamish, its Chief Executive Officer, and Qwizdom UK entered into a three year employment agreement with Dermot Sweeney, its President. In addition, Boxlight granted options to Mr. Sweeney and Mr. Beamish to purchase 40,000 and 20,000 shares of Boxlight Class A common stock. respectively at an exercise price of $5.78 per share.

The two former Qwizdom shareholders agreed not to sell their shares for one year from the closing of the acquisition.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
3.1	Stock purchase agreement, effective as of the 22nd day of June 2018 by and among Boxlight Corporation, a Nevada Corporation ("Boxlight" or the "Purchaser"); Qwizdom, Inc., a Washington corporation ("Qwizdom USA"); Qwizdom UK Limited, a corporation organized under the laws of Northern Ireland ("Qwizdom UK"); Darin Beamish, an individual ("D. Beamish") and Silvia Beamish, an individual ("S. Beamish").
3.2	$656,000 promissory note from BOXL to D. Beamish and S. Beamish.
3.3	Registration rights Agreement between Boxlight, D. Beamish and S. Beamish.
3.4	Form of Stock Option Grant letters

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.

Dated: June 28, 2018

BOXLIGHT CORPORATION

By: */s/ Michael Pope*
Name: Michael Pope
Title: President

Exhibit No.	Index
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3.2	$656,000 promissory note from BOXL to D. Beamish and S. Beamish.
3.3	Registration rights Agreement between Boxlight, D. Beamish and S. Beamish.
99.1	Press release, dated June 25, 2018.

(Back To Top)

Section 2: EX-3.1

EXHIBIT 3.1

STOCK PURCHASE AGREEMENT

by and among

Boxlight Corporation

a Nevada Corporation

Qwizdom, Inc.
a Washington corporation

Qwizdom UK Limited
A corporation organized under the laws of Northern Ireland

and

Darin Beamish and **Silvia Beamish**

June 22, 2018

STOCK PURCHASE AGREEMENT

This **STOCK PURCHASE AGREEMENT** (the "**Agreement**") is entered into and effective as of the 22nd day of June 2018 by and among **Boxlight Corporation**, a Nevada Corporation ("**Boxlight**" or the "**Purchaser**"); **Qwizdom, Inc.**, a Washington corporation ("**Qwizdom USA**"); **Qwizdom UK Limited**, a corporation organized under the laws of Northern Ireland ("**Qwizdom UK**"); **Darin Beamish**, an individual ("**D. Beamish**") and **Silvia Beamish**, an individual ("**S. Beamish**").

Qwizdom USA and Qwizdom UK are hereinafter sometimes individually referred to as a "**Company**" and collectively, as the "**Companies**." D. Beamish and S. Beamish are hereinafter sometimes individually referred to a "**Shareholder**" and collectively, as the "**Shareholders**." The Purchaser, the Companies and the Shareholders are sometimes collectively referred to as the "**Parties**" and each, a "**Party**".

W I T N E S S E T H:

WHEREAS, Shareholders own 100% of the issued and outstanding common stock of Qwizdom USA (the "**Subject Shares**") and Qwizdom USA owns 100% of the issued and outstanding capital stock of Qwizdom UK; and

WHEREAS, Shareholders wish to sell to Purchaser, and Purchaser wishes to acquire from Shareholders, the Subject Shares, subject to the terms and conditions set forth herein; and

WHEREAS, the Parties previously entered into that certain letter of intent, dated as of March 31, 2018 and duly executed on April 1, 2018 (the "**Letter of Intent**"), and the Parties desire to terminate and replace that Letter of Intent in its entirety with this Agreement and the ancillary agreements contemplated hereby; and

WHEREAS, the Purchaser believes that it is in its best interests to acquire 100% of the Subject Shares as a result of which the Companies become wholly-owned subsidiaries of Purchaser upon the Closing Date (as defined below); and

WHEREAS, it is in the best interests of the Parties following the Closing Date to have D. Beamish continue to serve as President of the Companies, as stipulated in the D. Beamish Employment Agreement; and

WHEREAS, the Shareholders believe it is in their best interests to sell the Subject Shares to the Purchaser in exchange for the "**Purchase Price**" (hereinafter defined), all upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **ACQUISITION OF SUBJECT SHARES AND RELATED ASSETS**.

(a) ***Subject Shares.*** On the Closing Date, Purchaser shall acquire from Shareholders 100% of the Subject Shares of the Companies.

(b) ***The Assets***. The Companies own or lease all assets and properties used in or necessary to conduct the business of the Companies as presently conducted and as defined in ***Annex 1*** hereto (the "**Business**"), including, without limitation: (i) all cash, (ii) all accounts receivable, (iii) all inventories of raw materials, work in process and finished good, (iv) all personal property and other fixed assets; (v) all fixtures and furniture used in the Business, (vi) all books, records, mailing lists, customer lists, advertising and promotional materials, digital advertising, programmatic advertising, native advertising, networks, distribution, servers, exchange, proprietary technology, intellectual property, equipment maintenance records, and all other documents used relating to the Business (whether in hard copy or electronic form); (vii) all names, marks, trade names, distribution rights, and all computers and related software, websites, office equipment, and office supplies used by the Companies in the Business; (viii) all phone systems and any other technological equipment used by the Business; (ix) the trade name "***Qwizdom***" and associated goodwill; (x) all copyrights, patents, trademarks, trade secrets, telephone numbers, including "***Qwizdom Q2***", "***Qwizdom Q3***", "***Qwizdom Q4***", and "***Qwizdom Q5***"; (xi) all internet domains used in the Business, including but not limited to www.qwizdom.com and all variants used in the Business; (xii) all social media accounts, including, without limitation, Facebook, Google Plus, LinkedIn, Twitter and YouTube and any and all similar accounts, used in the Business; and (xiii) other intellectual property and associated goodwill of the Business (collectively, the "**Assets**"). Except as otherwise provided in this Agreement, all of the Assets are owned by the Companies, free and clear of any security interests, mortgages or other encumbrances. In the event and to the extent that any of the Assets are owned or leased by either or both of the Shareholders, the Shareholders shall convey such Assets to the Companies for no additional consideration prior to the Closing Date.

(c) ***Certain Definitions***. Unless otherwise defined in the body of this Agreement, when used herein, all capitalized terms shall have the meaning as is defined in **Annex 1** annexed hereto and made a part hereof, each of which definitions are hereby incorporated into and made a part of this Agreement by reference.

2. **PURCHASE PRICE**. Subject to the terms and conditions set forth herein, at the Closing (as defined below), Shareholders shall sell, transfer and assign to Purchaser, and Purchaser shall acquire from the Shareholders, all of Shareholders' right, title and interest in and to the Subject Shares for aggregate consideration equal to as much as **Two Million Four Hundred and Seventy Six Thousand ($2,476,000) Dollars** (the "**Purchase Price**"). The Purchase Price shall be subject to post-closing adjustments, as set forth in Section 3 below. The Purchase Price shall be allocated among the Shareholders in proportion to their respective ownership of the Subject Shares or as otherwise directed in writing by both Shareholders prior to the Closing Date (as defined below). The Purchase Price shall be payable as follows:

(a) ***Cash Payment***. On the Closing Date (as defined below), Purchaser shall pay the Shareholders in cash the sum of **Four Hundred and Ten Thousand ($410,000) Dollars** (the "**Closing Cash Payment**").

(b) ***Purchase Notes.*** On the Closing Date, in addition to the Closing Cash Payment and the shares of Class A Common Stock (as defined below), the Purchaser shall issue to the Shareholders, the Purchaser's promissory notes in aggregate of **Six Hundred and Fifty Six Thousand ($656,000) Dollars** in principal amount; which promissory notes shall (i) mature in three (3) years and carry an eight percent (8%) interest rate per annum; (ii) be payable in twelve (12) equal quarterly installments of principal plus accrued interest, (iii) be subject to mandatory prepayment out of the net proceeds, if any, received by Boxlight in connection with a debt or equity financing of $10,000,000 or more, and (iv) be in the form of the promissory note annexed hereto as **Exhib A** and made a part hereof (collectively, the "**Purchase Notes**").

(c) ***Boxlight Class A Common Stock***. On the Closing Date, Purchaser shall issue to the Shareholders an aggregate of **One Hundred and Forty Two Thousand, Eight Hundred and Fifty Seven (142,857) shares** of Class A voting common stock, $0.0001 par value per share, of Purchaser (the "**Class A Common Stock**"); such number of shares of Class A Common Stock being valued by the parties at One Million ($1,000,000) Dollars, based on an agreed upon per share price of $7.00. Stock certificates evidencing the applicable number of shares of Boxlight Class A Common Stock issuable to the Shareholders shall be delivered to the Shareholders within ten (10) Business Days following the Closing Date, or alternatively, shall be electronically issued with the Depository Trust Company and reflected on the books and records of the Purchaser's transfer agent. In addition, the Class A Common Stock shall be governed by a Registration Rights and Lock-Up/Leak-Out Agreement in the form of **Exhibit B** annexed hereto (the "**Registration Rights Agreement**").

(d) ***The Earn-Out.*** Following the Closing Date, the Shareholders shall be entitled to receive an annual payment, to be made within 90 days following the end of each of the three (3) calendar years ending December 31, 2018, December 31, 2019 and December 31, 2020 (each an "**Anniversary Year**") in an amount equal to sixteen and four-tenths (16.4%) percent of all consolidated net sales revenues in excess of Seven Hundred and Fifty Thousand ($750,000) Dollars that may be obtained by the Purchaser and its consolidated subsidiaries (including Boxlight, Inc. and the Companies) in any one or more of the three Anniversary Years from the sale of software (the "**Earn-Out**"); ***provided, that*** in no event shall the aggregate amount of the Earn-Out Payments payable to the Shareholders in respect of such three Anniversary Years exceed the sum of Four Hundred and Ten Thousand ($410,000) Dollars in aggregate. The Earn-Out and the payment obligations under this Section 2(d) shall be subject at all times to the provisions of Section 3 below of this Agreement.

3. CONVERSION OF EARN-OUT TO ADDITIONAL PURCHASE NOTES.

(a) In the event that, during any one of the Anniversary Years, changes are required by Boxlight to its sale or licensing strategy to market software to original equipment manufacturers ("**OEMs**") that could reasonably be expected to limit the ability of the Shareholders to achieve the Earn-Out goals, then and only in such event, unless otherwise approved in advance by D. Beamish, the entire then unpaid amount of the potential Earn-Out will convert to notes payable on the same terms and payment schedule as the Purchase Notes described in Section 2(b) above (the "**Additional Purchase Notes**"). For the avoidance of doubt, changes required by the Purchaser that would trigger the conversion of the Earn-Out to Additional Purchase Notes would generally be limited to: (i) forcing non-renewal of any partner contract for reasons other than non-payment, (ii) forcing a cost increase on OEM licenses in excess of 20% at agreement renewal for any partner, (iii) removing key features from the OEM products or restricting key features from the OEM products so that OEM partners do not have access to such features while Boxlight does, (iv) restricting the ability to support partners in reasonable ways, such as not allowing the Shareholders or other members of the Companies staff to attend major tradeshows or bid shootouts in the United States or the United Kingdom in order to assist partners in promoting and selling the OEM products, unless such expenses exceed the expenses for such activities that were incurred in 2017 by more than 10%, or there is a company-wide communicated restriction on travel due to financial constraints, (v) not allowing key features from the existing road-map to be developed or included into release products available to OEM partners, unless such inclusion would violate a patent or otherwise be illegal or the cost of doing so cannot be handled within the development budget or is determined to be higher than the potential added OEM software revenue to be gained from such inclusion, or (vi) the Companies' OEM development budget is reduced by more than 10% from the development budget for OEM products in 2017, unless such budget reduction is done based on a broad cost cutting effort across the entire organization and a similar reduction is placed on all other software/online product development.

4. **CONDITION TO CLOSING; CLOSING AND CLOSING DATE**.

(a) ***Required Financial Statements.*** Notwithstanding anything to the contrary, express or implied, contained in this Agreement, the Parties hereto expressly acknowledge and agree that the obligations of the Purchaser to purchase the Subject Shares are, expressly made subject to Purchaser's receipt within 60 days of Closing, or as soon thereafter as is practicable, of the audited financial statements of the Companies as at December 31, 2016 and December 31, 2017, including the balance sheets, statements of operations and statements of cash flows (the '**Required Financial Statements**"); which Required Financial Statements for Qwizdom USA shall have been audited in accordance with generally accepted accounting principles ("**GAAP**") and for Qwizdom UK shall have been audited in accordance with GAAP or International Financial Reporting Standards ("**IFRS**"), each case, by an independent accounting firm that is (i) acceptable to Purchaser, and (ii) qualified under the Public Company Accounting Oversight Board ("**PBAOC**"). The costs of such audit of the Required Financial Statements shall be borne by the Purchaser. The Companies and the Shareholders shall fully cooperate with the Purchaser and such auditor to provide all necessary financial information to facilitate completion of such audits as soon as practicable.

(b) ***Closing and Closing Date.*** Subject to the terms and conditions contained in this Agreement, the purchase and sale of the Subject Shares contemplated hereby shall take place immediately after the closing conditions set forth in this Agreement are satisfied, but in no event later than ten (10) Business Days following completion of the audit of the Required Financial Statements (the "**Closing**"). The Closing may be conducted electronically or in person at the office of CKR Law, LLP, 1330 Avenue of the Americas, New York, New York 10019 on a date (the "**Closing Date**") mutually agreed upon by the Parties; ***provided, however***, in no event shall the Closing and the Closing Date occur later than June 30, 2018 (the "**Outside Closing Date**"), unless otherwise agreed to by the Shareholders and Boxlight.

5. **CLOSING DELIVERABLES**.

(a) ***Shareholders' Deliverables***. At the Closing, Shareholders shall deliver to Purchaser:

(i) a certificate or certificates evidencing the Subject Shares, free and clear of all liens, security interests, pledges, charges over shares or encumbrances, duly endorsed in blank or accompanied by powers or other instruments of transfer duly executed in blank, with the signatures of the Shareholders appropriately notarized;

(ii) the Registration Rights Agreement;

(iii) three year employment agreements between each of D. Beamish and Dermot Sweeney ("**Sweeney**") with the Companies and Purchaser, in the form of **Exhibit C** annexed hereto and made a part hereof (the "**Employment Agreements**"), duly executed by D. Beamish and Sweeney (the "**Companies Executive Officers**"); and

(iv) such other documents, certificates and instruments required to be delivered pursuant to this Agreement on or prior to the Closing.

(b) ***Purchaser's Deliverables*.** At the Closing, Purchaser shall deliver to Shareholders:

(i) certificates evidencing the applicable number of Class A Common Stock or written acknowledgements that such shares of Class A Common Stock have been or will be DTC eligible and made available on the transfer agents records;

(ii) the Closing Cash Payment;

(iii) the Purchase Notes;

(iv) the Registration Rights Agreement;

(v) the Employment Agreements, duly executed by the Purchaser and the Companies; and

(vi) such other documents, certificates and instruments required to be delivered pursuant to this Agreement on or prior to the Closing.

6. CLOSING CONDITIONS.

(a) ***Shareholders' Conditions***. The obligation of Shareholders to sell, transfer and assign the Subject Shares to Purchaser hereunder is subject to the satisfaction of the following conditions as of the Closing:

(i) the representations and warranties of Purchaser in Section 8 shall be true and correct in all material respects on and as of the Closing Date with the same effect as though made at and as of such date;

(ii) Purchaser shall have performed and complied in all material respects with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or on the Closing Date;

(iii) Purchaser shall have obtained any and all consents, Permits, approvals, registrations and waivers necessary or appropriate for consummation of the transactions contemplated herein;

(iv) Shareholders will receive certificates, dated the Closing Date and signed by a duly authorized officer of Purchaser, that each of the conditions set forth in this Section 6(a) have been satisfied after results of the required audit.

(v) Shareholders shall have received from the Companies and the Purchaser copies of the duly executed Employment Agreement.

(vi) Purchaser shall have (A) notified in writing Matthew Owing that his base salary will be increased to up to $120,000 per annum, (B) reserved for future issuance up to 100,000 shares of Boxlight Class A Common Stock for issuance to designated Qwizdom employees (excluding the Shareholders and Sweeney), and (C) provided to the Shareholders written evidence of the foregoing.

(b) ***Purchaser's Conditions***. The obligation of Purchaser to purchase the Subject Shares from Shareholders is subject to the satisfaction of the following conditions as of the Closing:

(i) the representations and warranties of Shareholders and the Companies in Section 7 shall be true and correct in all material respects on and as of the Closing Date with the same effect as though made at and as of such date;

(ii) the Shareholders shall have performed and complied in all material respects with all agreements and conditions required by this Agreement to be performed or complied with by Shareholders prior to or on the Closing Date;

(iii) the Shareholders shall have obtained any and all consents, Permits, approvals, registrations and waivers necessary or appropriate for consummation of the transactions contemplated herein with respect to the transactions contemplated hereby; and

(iv) Purchaser shall have received the executed Employment Agreements and the Registration Rights Agreements executed by the Shareholders.

(v) Purchaser shall have received a certificate, dated the Closing Date and signed by Shareholders, that each of the conditions set forth in this Section 6(b) have been satisfied.

7. **REPRESENTATIONS AND WARRANTIES OF SHAREHOLDERS AND THE COMPANIES**. Shareholders and the Companies hereby jointly and severally represent and warrant to Purchaser as follows (such representations are subject to modification as disclosed in the Schedules to this Section 7):

(a) ***Organization***. The Companies are corporations duly organized, validly existing and in good standing under the laws of the State of Washington and Northern Ireland, respectively, and each has full corporate power and authority to own, operate or lease the properties and Assets now owned, operated or leased by it and to carry on its Business as it has been and is currently conducted. All corporate actions taken by the Companies in connection with this Agreement and the will be duly authorized on or prior to the Closing. Neither of the Companies is in violation of any of the provisions of their respective articles of incorporation, by-laws or other organizational or charter documents, including, but not limited to the Governing Documents (as defined below). Each of the Companies is duly qualified to conduct business and is in good standing as a foreign corporation in each jurisdiction in which the nature of the business conducted or property owned by it makes such qualification necessary, except where the failure to be so qualified or in good standing, as the case may be, would not result in a direct and/or indirect (i) material adverse effect on the legality, validity or enforceability of any of the Subject Shares and/or this Agreement, (ii) Material Adverse Effect on the results of operations, assets, business, condition (financial and other) or prospects of the Companies, taken as a whole, or (iii) a Material Adverse Effect on the Companies' ability to perform in any material respect on a timely basis its obligations under the Transaction Documents.

(b) ***Power and Authority***. Each of the Shareholders has all requisite power and authority to execute and deliver this Agreement, to carry out his and her obligations hereunder, and to consummate the transactions contemplated hereby. Each of the Shareholders has obtained all necessary approvals for the execution and delivery of this Agreement, the performance of his and her obligations hereunder, and the consummation of the transactions contemplated hereby and by the Exhibits hereto (collectively, the "**Transaction Documents**"). This Agreement and the other Tranasction Documents have each been duly executed and delivered by Shareholders and (assuming due authorization, execution and delivery by Purchaser) constitutes the Shareholders' legal, valid and binding obligation, enforceable against the Shareholders in accordance with its terms.

(c) ***Ownership and Capitalization***. The Shareholders are the sole record and beneficial owner of the Subject Shares. The Subject Shares represent 100% of the issued and outstanding shares of common stock and share capital of each of the Companies and there are no options, warrants, convertible securities or other instruments pursuant to which either of the Companies may be obligated to issue securities to any person. The ownership of the Subject Shares by each of the Shareholders is set forth on **Schedule 7(c)** annexed hereto.

(d) ***Governing Documents***. Each of the Shareholders has furnished Purchaser with a true copy of the Companies' articles or certificate of incorporation, articles of associate and bylaws or memorandum of association, as applicable, and all amendments thereto (collectively, the "**Governing Documents**").

(e) ***Validity of Subject Shares***. The Subject Shares have been duly authorized, are validly issued, fully paid and non-assessable, and are owned of record and beneficially by Shareholders, free and clear of all liens, pledges, security interests, charges, claims, encumbrances, agreements, options, voting trusts, proxies and other arrangements or restrictions of any kind. Upon consummation of the transactions contemplated by this Agreement, Purchaser shall own the Subject Shares, free and clear of all encumbrances. The Subject Shares were issued in compliance with applicable laws. None of the Subject Shares were issued in violation of any agreement, arrangement or commitment to which Shareholders or the Companies are a party or is subject to or in violation of any preemptive or similar rights of any person. There are no outstanding options, warrants, convertible securities or other instruments or rights obligating the Shareholders or the Companies to issue any securities of the Companies to any other person.

(f) ***Indebtedness***. As at the Closing Date, the Companies will have no Indebtedness, except as set forth on **Schedule 7(f)** annexed hereto. For the purposes of this Agreement, "**Indebtedness**" means without duplication and with respect to the Companies, all (i) indebtedness for borrowed money; (ii) obligations for the deferred purchase price of property or services, (iii) long or short-term obligations evidenced by notes, bonds, debentures or other similar instruments; (iv) obligations under any interest rate, currency swap or other hedging agreement or arrangement; (v) capital lease obligations; (vi) reimbursement obligations under any letter of credit, banker's acceptance or similar credit transactions; (vii) guarantees made by the Companies on behalf of any third-party in respect of obligations of the kind referred to in the foregoing clauses (i) through (vi); and (viii) any unpaid interest, prepayment penalties, premiums, costs and fees that would arise or become due as a result of the prepayment of any of the obligations referred to in the foregoing clauses (i) through (vii).

(g) ***No Conflict***. The execution, delivery and performance by Shareholders and the Companies of this Agreement does not conflict with, violate or result in the breach of, or create any encumbrance on the Subject Shares pursuant to, any agreement, instrument, order, judgment, decree, law or governmental regulation to which any of Shareholders or the Companies are a party or is subject or by which the Subject Shares are bound.

(h) ***No Consents or Approvals***. No governmental, administrative or other third-party consents or approvals are required by or with respect to Shareholders or the Companies in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

(i) ***No Actions***. There are no actions, suits, claims, investigations or other legal proceedings pending or, to the knowledge of Shareholders, threatened against or by Shareholders or the Companies that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement.

(j) ***Financial Statements***. The Financial Statements furnished by the Companies to the Purchaser have been prepared in accordance with generally accepted accounting principles applied on a consistent basis throughout the period involved, subject to normal and recurring year-end adjustments (the effect of which will not be materially adverse) and the absence of notes (that, if presented, would not differ materially from those presented in the Required Financial Statements). The Financial Statements are based on the books and records of the Companies, and fairly present in all material respects the financial condition of the Companies as of the respective dates they were prepared and the results of the operations of the Companies for the periods indicated. The Financial States are capable of being audited by a PBAOC qualified auditor. For the purposes of this Agreement, the term "**Financial Statements**" shall mean the Companies' balance sheet and related statement of operations for the fiscal year ended December 31, 2016 and the fiscal year ended December 31, 2017 as delivered to Purchaser.

(k) ***Liabilities*.** The Companies have no liabilities, obligations or commitments of any nature whatsoever, asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured or otherwise ("**Liabilities**"), except (i) those which are adequately reflected or reserved against in the Financial Statements, and (ii) those which have been incurred in the ordinary course of business consistent with past practice since the date of the latest Financial Statements and which are not, individually or in the aggregate, material in amount. **Schedule 7(k)** hereto lists all liabilities in excess of $25,000 that have been incurred by the Companies since January 1, 2018.

(l) ***Absence of Certain Changes***. Since the date of the most recent Financial Statements, there has been no material adverse change with respect to the Companies, its assets, financial condition, or results of operation, including without limitation, its relationships with customers and suppliers, except for changes reflected in the Financial Statements. Specifically, since January 1, 2018:

(i) except for content, equipment or inventory acquired in the Ordinary Course of Business, made any material acquisition of all or any part of the assets, properties, capital stock or business of any other Persons or made any commitments to do any of the foregoing;

(ii) except in the Ordinary Course of Business, made any material sale, assignment, transfer or exclusive license of any of its products or Intellectual Property;

(iii) except in the Ordinary Course of Business, entered into or agreed to enter into any Material Agreement, or materially amended, or agreed to materially amend any Material Agreement, in each case to which it is a party or to which it or its assets or properties related to the Business are bound or subject;

(iv) agreed to make any payment or commitment to pay severance or termination pay to any of its officers, directors, employees, consultants, agents or other representatives, which payment has not yet been made;

(v) terminated or agreed to terminate, or failed to renew, or received any written threat (that was not subsequently withdrawn) to terminate or fail to renew, any Material Agreement that is or was material to its assets, properties, business, operations or condition (financial or otherwise) relating to the Business;

(vi) suffered or incurred any damage, destruction or loss (whether or not covered by insurance) materially adversely affecting the assets, properties, business, operations, condition (financial or otherwise) or prospects of the Business;

(vii) established or increased any bonus, commission, insurance, retention, deferred compensation, pension, retirement, profit sharing, stock option (including the granting of stock options, performance awards or restricted stock awards) or other employee benefit plan or arrangement;

(viii) entered into any employment or severance agreement with any current or former employee providing services with respect to the Business;

(ix) failed to make any material payment to any creditor of the Business as they have become due and payable unless such payment was subsequently made; or

(x) authorized, committed or agreed to take, any of the foregoing actions.

(m) ***Accounts Receivable and Inventory***. All accounts receivable of the Companies reflected in the Financial Statements represent, valid obligations arising from sales made or services performed by the Companies and its subsidiaries, in the ordinary course of business. All of the Companies' inventory consists of a quality and quantity usable and salable in the ordinary course of business consistent with past practice, except for obsolete, damaged, defective or slow-moving items that have been written off or written down to fair market value or for which adequate reserves have been established.

(n) ***Environmental Law Compliance***. The Companies have not violated any Environmental Law and the Companies have complied in all material respects with all Environmental Laws, including without limitation Environmental Laws related to the discharge, possession, management, processing, or handling of any Hazardous Materials. For the purposes of this Agreement, "**Environmental Law**" means any applicable law or governmental order: (a) relating to pollution (or the cleanup thereof) or the protection of natural resources, endangered or threatened species, human health or safety, or the environment (including ambient air, soil, surface water or groundwater, or subsurface strata); or (b) concerning the presence of, exposure to, or the management, manufacture, use, containment, storage, recycling, reclamation, reuse, treatment, generation, discharge, transportation, processing, production, disposal or remediation of any Hazardous Materials. For the purposes of this Agreement, "**Hazardous Materials**" means: (a) any material, substance, chemical, waste, product, derivative, compound, mixture, solid, liquid, mineral or gas, in each case, whether naturally occurring or manmade, that is hazardous, acutely hazardous, toxic, or words of similar import or regulatory effect under any Environmental Laws; and (b) any petroleum or petroleum-derived products, radon, radioactive materials or wastes, asbestos in any form, lead or lead-containing materials, urea formaldehyde foam insulation, and polychlorinated biphenyls.

(o) ***Sufficiency of Assets***. The buildings, offices, structures, furniture, fixtures, machinery, equipment, vehicles and other items of tangible personal property currently owned or leased by the Companies, together with all other properties and assets of the Companies, are sufficient for the continued conduct of the Companies' Business after the Closing in substantially the same manner as conducted prior to the Closing and constitute all of the rights, property and assets necessary to conduct the business of the Companies as currently conducted.

(p) **Employees.** The Companies have furnished to Purchaser a true, complete and correct list of the Companies' employees (including agents and consultants, including any leased employees, rendering services to the Companies in any capacity) and their rates of compensation, respective earned but unused vacation time, sick time, dates of hire, and other related employee data, all as of the date of this Agreement. To the best of Shareholders' knowledge there is no threatened employee strike, work stoppage, or labor dispute pertaining to such employees. No union representation question exists respecting any employees of the Companies. No collective bargaining agreement, labor contract, letter of understanding, or contract with any labor union or labor organization exists or is currently being negotiated by the Companies in relation to such employees, nor has any demand been made for recognition by a labor organization by or with respect to such employees, no union organizing activities by or with respect to such employees are taking place, and none of the employees are represented by any labor union or organization. There is no pending, or to the best of Shareholders' knowledge, threatened EEOC charges, Occupational Safety and Health Act complaints, Department of Labor complaints, lawsuit, or unfair labor practice claims related to the employees.

(q) ***Customers*.** The Companies have not received any notice, and has no reason to believe, that any of its material customers has ceased, or intends to cease after the Closing, to use its goods or services or to otherwise terminate or materially reduce its relationship with the Companies. **Schedule 7(q)** hereto lists all customers of the Companies that represented 5% or more of net revenues for the year ended December 31, 2017.

(r) ***Suppliers***. The Companies have not received any notice, and has no reason to believe, that any of its material vendors or suppliers has ceased, or intends to cease after the Closing, to sell products or services to he Companies or to otherwise terminate or materially reduce its relationship with the Companies. **Schedule 7(r)** hereto lists all vendors and suppliers of the Companies that represented 5% or more of net revenues for the year ended December 31, 2017.

(s) ***Intellectual Property***. The Shareholders have furnished to Purchaser on **Schedule 7(s)** a complete and accurate list of all material "**Intellectual Property**" (as that term is defined on **Annex 1** to this Agreement), which is owned, licensed, leased or otherwise used by the Companies in connection with the Business. As set forth on **Schedule 7(t)**, the Companies have furnished to Purchaser a complete and accurate list of all Material Agreements to which either or both of the Companies is a party or otherwise bound (i) granting or obtaining any right to use or practice any rights under any Intellectual Property outside the Ordinary Course of Business or (ii) restricting the rights of the Companies to use any Intellectual Property outside the Ordinary Course of Business, including license agreements, development agreements, distribution agreements, settlement agreements, consent to use agreements, and covenants not to sue (collectively, the "**License Agreements**"). The License Agreements are valid and binding obligations of all parties thereto, enforceable in accordance with their terms, and, to the Knowledge of the Companies, there exists no event or condition which will result in a violation or breach of, or constitute (with or without due notice or lapse of time or both) a default by any party under any such License Agreement other than as would not reasonably be expected to have a Material Adverse Effect on the Companies. The Companies have not licensed or sublicensed its rights in any Intellectual Property outside the Ordinary Course of Business other than pursuant to the License Agreements. Except as set forth on Schedule 7(s) or as would not reasonably be expected to have a Material Adverse Effect on the Companies. The Companies own, or have a valid right or license to use, free and clear of all encumbrances, all of the Intellectual Property. To the Knowledge of the Shareholders, the Companies is listed in the records of the appropriate United States, state, or foreign registry as the sole current owner of record for each application and registration relating to Intellectual Property owned by the Companies that has been filed or issued with respect to such Intellectual Property. The Intellectual Property owned or licensed by the Companies, and any Intellectual Property used by the Companies, is subsisting, in full force and effect, has not been cancelled, expired, or abandoned, and is valid and enforceable. There are no pending or, to the Knowledge of the Shareholders threatened, claim or Legal Proceeding before any court, agency, arbitral tribunal, or registration authority in any jurisdiction (A) involving the Intellectual Property owned by the Companies, or, to the Knowledge of the Companies, the Intellectual Property licensed to the Companies, (B) alleging that the activities or the conduct of the Business do, or will, infringe upon, violate or constitute the unauthorized use of the Intellectual Property rights of any third party or (C) challenging the ownership, use, validity, enforceability or registrability of any Intellectual Property owned by the Companies. To the Shareholders' Knowledge, the conduct of the Business does not infringe upon (either directly or indirectly such as through contributory infringement or inducement to infringe) any Intellectual Property rights owned or controlled by any third party. Except for cease and desist and similar letters and notices sent or received by the Companies in the Ordinary Course of Business, to the Knowledge of the Companies, no third party is misappropriating, infringing, or violating any Intellectual Property owned or used by the Companies, and no such claims or other Legal Proceedings which have been brought against any third party by the Companies remain unresolved. The Companies have used reasonable commercial efforts to protect the confidentiality of its trade secrets. To the Knowledge of the Shareholders, no party to any non-disclosure agreement relating to its trade secrets is in breach or default thereof. The consummation of this Agreement and the transactions contemplated hereby will not result in the loss or impairment of the Companies' right to own or use any of the Intellectual Property, nor will it require the Consent of any Governmental Body or third party in respect of any such Intellectual Property.

(t) ***Material Agreements***. **Schedule 7(t)** hereto lists all material contracts, agreements, plans, leases, policies, licenses and other arrangements necessary or desirable for the Companies to conduct it business in the ordinary course of business consistent with past practices (the "**Material Agreements**"). All such Material Agreements are in full force and effect and are enforceable in accordance with their respective terms. the Companies are not in material breach of or in default under, and, to the knowledge of Shareholders and the Companies, no other party to any such Material Agreement is in breach of or in default under any such Material Agreement, nor has any event occurred that, upon notice or the lapse of time, or both, would constitute such a breach or default.

(u) ***Taxes.*** All United Kingdom, federal, and state income tax returns and all other tax returns required to be filed by the Companies have been filed or provisions have been made therefore. All United Kingdom, federal, state, and local taxes and assessments including, without limitation, estimated tax payments, excise, VAT, unemployment, social security, occupation, franchise, property, sales and use taxes, and all penalties and interest in respect thereof now or heretofore due and payable by or with respect to the Companies or its business, have been paid. All international, federal, state, and local taxes required to be withheld by the Companies, including, without limitation, withholding taxes, social security, and any similar taxes, have been withheld and paid to the appropriate taxing authority as required by applicable law.

(v) ***Compliance with Laws; Permits***. The Companies have complied, and is now complying in all material respects, with all laws applicable to it or its business, properties or assets. All permits, licenses, franchises, approvals, authorizations, registrations, certificates, variances and similar rights obtained, or required to be obtained, from governmental authorities required for the Companies to conduct its business ("**Permits**") have been obtained by the Companies and are valid and in full force and effect. All material fees and charges with respect to such Permits as of the date hereof have been paid in full. No event has occurred that, with or without notice or lapse of time or both, would reasonably be expected to result in the revocation, suspension, lapse or limitation of any Permit.

(w) ***Affiliated Obligations.*** Except as set forth on Schedule 7(w), there is no Indebtedness or other obligation owed by the Companies to any of the Shareholders, or any officer, director, manager, employee, consultant or other associated person, other than compensation payable in the Ordinary Course of Business.

(x) ***Certain Payments.*** Neither the Companies, nor, to the Knowledge of the Shareholders, any manager, officer, employee, agent or other Person associated with or acting for or on behalf of the Companies, has directly or indirectly:

(i) used any corporate funds (i) to make any unlawful political contribution or gift or for any other unlawful purpose relating to any political activity, (ii) to make any unlawful payment to any governmental official or employee or (iii) to establish or maintain any unlawful or unrecorded fund or account of any nature;

(ii) made any false or fictitious entry, or intentionally failed to make any material entry that should have been made, in any of the books of account or other records of the Company;

(iii) made any payoff, influence payment, bribe, rebate, kickback or unlawful payment to any Person;

(iv) performed any material favor or given any material gift which was not deductible for federal income tax purposes, unless such favor or gift is reflected as an expense in the financial statements of the Company to the extent required;

(v) made any payment (whether or not lawful) to any Person, or provided (whether lawfully or unlawfully) any favor or anything of value (whether in the form of property or services, or in any other form) to any Person, for the purpose of obtaining or paying for (i) favorable treatment in securing business or (ii) any other special concession (but not including business gifts of non-material nature or business entertainment); or

(vi) agreed, committed, offered or attempted to take any of the actions described in clauses (a) through (e) above.

(z) **Assets.** The Companies have furnished to Holdings a complete and accurate list of all Material Assets, which are owned, licensed, leased or otherwise used by the Companies in connection with the Business as set forth on **Schedule 7(y)**.

(aa) **Accrued Expenses and Accounts Payable.** The Companies have furnished to Purchaser a list of names and amounts owed by the Companies to each such account creditor as of December 31, 2017, to be set forth on **Schedule 7(z)**. Except as otherwise disclosed on such list, none of such accounts payable and accrued expenses are overdue and require immediate payment and/or compromise.

(bb) ***Securities Law Exemptions***. Each of the Shareholders acknowledges and agrees that the Class A Common Stock will not be registered under the Securities Act of 1933, as amended (the "**Securities Act**"), and that the issuance of the Class A Common Stock by Purchaser to Shareholders is intended to be exempt from registration under the Securities Act pursuant to an exemption from registration thereunder, including without limitation Regulation D promulgated thereunder ("**Regulation D**"). The certificates representing the Class A Common Stock issued to Shareholders will include restrictive legends in substantially the following form:

"THIS SECURITY HAS BEEN ACQUIRED FOR INVESTMENT AND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES OR "BLUE SKY" LAWS."

"TRANSFER OF THESE SECURITIES IS PROHIBITED UNLESS A REGISTRATION STATEMENT UNDER THE SECURITIES ACT WITH RESPECT TO SUCH SECURITY SHALL THEN BE IN EFFECT AND SUCH TRANSFER HAS BEEN QUALIFIED UNDER ALL APPLICABLE STATE SECURITIES OR "BLUE SKY" LAWS, OR AN EXEMPTION THEREFROM SHALL BE AVAILABLE UNDER THE ACT AND SUCH LAWS."

(cc) ***Securities Law Acknowledgements***. Shareholders acknowledges and agrees that (i) neither the U.S. Securities and Exchange Commission (the "**SEC**"), nor the securities regulatory agency of any state or other jurisdiction, has received, considered, or passed judgment upon the accuracy or adequacy of the information and representations made in this Agreement or otherwise with respect to Purchaser or any of its securities, including the Exchanged Shares; (ii) the Exchanged Shares constitute "restricted securities" and may not be transferred except in compliance with applicable federal and state securities laws; (iii) Shareholders is an "accredited investor" as defined under Rule 501 of Regulation D and has knowledge and experience in both business and financial matters sufficient to permit Shareholders to evaluate the risks and merits of making an investment in Purchaser and (iv) Purchaser has provided Shareholders with the opportunity to ask questions and receive answers from members of management of Purchaser and has received sufficient answers or information from Purchaser.

(dd) ***Brokers***. Each of the Shareholders agree and acknowledge that no Person is entitled to a brokerage, finder's or other consulting fee or commission from Shareholders in connection with the transaction contemplated by this Agreement.

(ee) ***No Reliance***. Each of the Shareholders acknowledges and agrees that they are not relying on any other Person in any way to perform any due diligence on Boxlight.

(ff) ***Full Disclosure***. No representation or warranty by Shareholders or the Companies in this Agreement and no statement contained in any certificate or other document furnished or to be furnished to Purchaser pursuant to this Agreement contains any untrue statement of a material fact, or omits to state a material fact necessary to make the statements contained therein, in light of the circumstances in which they are made, not misleading.

(gg) ***No Additional Representations***. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN SECTION 7 OF THIS AGREEMENT, THE SHAREHOLDERS AND THE COMPANIES EACH EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, AS TO THE CONDITION, VALUE OR QUALITY OF COMPANY OR ITS ASSETS, AND SHAREHOLDERS AND COMPANY EACH SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, USAGE, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO THE ASSETS OF COMPANY, OR ANY PART THEREOF, OR AS TO THE WORKMANSHIP THEREOF, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT, IT BEING UNDERSTOOD THAT ALL ASSETS ARE BEING ACQUIRED "AS IS, WHERE IS" ON THE CLOSING DATE, AND IN THEIR PRESENT CONDITION, AND PURCHASER SHALL RELY ON ITS OWN EXAMINATION AND INVESTIGATION THEREOF.

8. REPRESENTATION AND WARRANTIES OF PURCHASER.

(a) ***Organization, Good Standing and Qualification***. The Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of Nevada and has full corporate power and authority to own and use its properties and its assets and conduct its business as currently conducted. The only subsidiaries of the Purchaser are Boxlight, Inc., a Washington corporation, and Cohurborate Ltd., a corporation organized under the laws of England and Wales (individually and collectively the "**Subsidiary**"). Each of the Purchaser and its Subsidiary is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation with the requisite corporate power and authority to own and use its properties and assets and to conduct its business as currently conducted. Neither the Purchaser, nor its Subsidiary is in violation of any of the provisions of their respective articles of incorporation, by-laws or other organizational or charter documents, including, but not limited to the Charter Documents (as defined below). Each of the Purchaser and its Subsidiary is duly qualified to conduct business and is in good standing as a foreign corporation in each jurisdiction in which the nature of the business conducted or property owned by it makes such qualification necessary, except where the failure to be so qualified or in good standing, as the case may be, would not result in a direct and/or indirect (i Material Adverse Effect on the legality, validity or enforceability of any of the Securities and/or this Agreement, (ii) Material Adverse Effect on the results of operations, assets, business, condition (financial and other) or prospects of the Purchaser and its Subsidiary, taken as a whole, or (iii) Material Adverse Effect on the Purchaser's ability to perform in any material respect on a timely basis its obligations under the Transaction Documents.

(b) ***Capitalization and Voting Rights***. The authorized, issued and outstanding capital stock of the Purchaser is as set forth in Transaction Documents and all issued and outstanding shares of capital stock of the Purchaser are validly issued, fully paid and nonassessable. Except as set forth in Transaction Documents hereto, (i) there are no outstanding securities of the Purchaser or its Subsidiary which contain any preemptive, redemption or similar provisions, nor is any holder of securities of the Purchaser or the Subsidiary entitled to preemptive or similar rights arising out of any agreement or understanding with the Purchaser or the Subsidiary by virtue of any of the Transaction Documents, and there are no contracts, commitments, understandings or arrangements by which the Purchaser or its Subsidiary is or may become bound to redeem a security of the Purchaser or its Subsidiary; (ii) neither the Purchaser nor the Subsidiary has any stock appreciation rights or "phantom stock" plans or agreements or any similar plan or agreement; and (iii) except as set forth in Transaction Documents there are no outstanding options, warrants, agreements, convertible securities, preemptive rights or other rights to subscribe for or to purchase or acquire, any shares of capital stock of the Purchaser or the Subsidiary or contracts, commitments, understandings, or arrangements by which the Purchaser or the Subsidiary is or may become bound to issue any shares of capital stock of the Purchaser or the Subsidiary, or securities or rights convertible or exchangeable into shares of capital stock of the Purchaser or the Subsidiary. Except as set forth in Transaction Documents and as otherwise required by law, there are no restrictions upon the voting or transfer of any of the shares of capital stock of the Purchaser pursuant to the Purchaser's Charter Documents (as defined below) or other governing documents or any agreement or other instruments to which the Purchaser is a party or by which the Purchaser is bound. All of the issued and outstanding shares of capital stock of the Purchaser are validly issued, fully paid and non-assessable and the shares of capital stock of the Subsidiary are owned by the Purchaser, free and clear of any Encumbrances. All of such outstanding capital stock has been issued in compliance with applicable federal and state securities laws. The issuance and sale of the Securities will not obligate the Purchaser to issue shares of Common Stock or other securities to any other person (other than the Investor) and except as set forth in Transaction Documents will not result in the adjustment of the exercise, conversion, exchange or reset price of any outstanding security. The Purchaser does not have outstanding stockholder purchase rights or "poison pill" or any similar arrangement in effect giving any person the right to purchase any equity interest in the Purchaser upon the occurrence of certain events.

(c) ***Authorization; Enforceability***. The Purchaser has all corporate right, power and authority to enter into, execute and deliver this Agreement and each other agreement, document, instrument and certificate to be executed by the Purchaser in connection with the consummation of the transactions contemplated hereby, including, but not limited to Transaction Documents and to perform fully its obligations hereunder and thereunder. All corporate action on the part of the Purchaser, its directors and stockholders necessary for the (a) authorization execution, delivery and performance of this Agreement and the Transaction Documents by the Purchaser; and (b) authorization, sale, issuance and delivery of the Class A Common Stock and the Purchase Notes (collectively, the "**Boxlight Securities**") and the performance of the Purchaser's obligations under this Agreement and the Transaction Documents has been taken. This Agreement and the Transaction Documents have been duly executed and delivered by the Purchaser and each constitutes a legal, valid and binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its respective terms, subject to laws of general application relating to bankruptcy, insolvency and the relief of debtors and rules of law governing specific performance, injunctive relief or other equitable remedies, and to limitations of public policy. The Boxlight Securities is duly authorized and, when issued and paid for in accordance with the applicable Transaction Documents, will be duly and validly issued, fully paid and non-assessable, free and clear of all Encumbrances other than restrictions on transfer provided for in the Transaction Documents. The Shares, when issued and paid for in accordance with the terms of the Transaction Documents, will be validly issued, fully paid and non-assessable, free and clear of all Encumbrances imposed by the Purchaser other than restrictions on transfer provided for in the Transaction Documents. Except as set forth on Schedule 2.3 hereto, the issuance and sale of the Boxlight Securities contemplated hereby will not give rise to any preemptive rights or rights of first refusal on behalf of any person other than the Investors.

(d) ***No Conflict; Governmental Consents***.

(i) The execution and delivery by the Purchaser of this Agreement and the Transaction Documents, the issuance and sale of the Boxlight Securities and the consummation of the other transactions contemplated hereby or thereby do not and will not (i) result in the violation of any law, statute, rule, regulation, order, writ, injunction, judgment or decree of any court or governmental authority to or by which the Purchaser is bound including without limitation all foreign, federal, state and local laws applicable to its business and all such laws that affect the environment, except in each case as could not have or reasonably be expected to result in a Material Adverse Effect, (ii) conflict with or violate any provision of the Purchaser's Articles of Incorporation (the "**Articles**"), as amended or the Bylaws, (and collectively with the Articles, the "**Charter Documents**") of the Purchaser, and (iii) conflict with, or result in a material breach or violation of, any of the terms or provisions of, or constitute (with or without due notice or lapse of time or both) a default or give to others any rights of termination, amendment, acceleration or cancellation (with or without due notice, lapse of time or both) under any agreement, credit facility, lease, loan agreement, mortgage, security agreement, trust indenture or other agreement or instrument to which the Purchaser or the Subsidiary is a party or by which any of them is bound or to which any of their respective properties or assets is subject, nor result in the creation or imposition of any Encumbrances upon any of the properties or assets of the Purchaser or the Subsidiary.

(ii) No approval by the holders of Common Stock, or other equity securities of the Purchaser is required to be obtained by the Purchaser in connection with the authorization, execution, delivery and performance of this Agreement and the other Transaction Documents or in connection with the authorization, issue and sale of the Boxlight Securities, except as has been previously obtained.

(iii) No consent, approval, authorization or other order of any governmental authority or any other person is required to be obtained by the Purchaser in connection with the authorization, execution, delivery and performance of this Agreement and the other Transaction Documents or in connection with the authorization, issue and sale of the Boxlight Securities, except such post-sale filings as may be required to be made with the SEC, FINRA and with any state or foreign blue sky or securities regulatory authority, all of which shall be made when required.

(e) ***Consents of Third Parties***. No vote, approval or consent of any holder of capital stock of the Purchaser or any other third parties is required or necessary to be obtained by the Purchaser in connection with the authorization, execution, deliver and performance of this Agreement and the other Transaction Documents or in connection with the authorization, issue and sale of the Boxlight Securities, except as previously obtained, each of which is in full force and effect.

(f) ***SEC Reports; Financial Statements***. The Purchaser has (a) for the twenty-four (24) months preceding the April 2, 2018 filing with the SEC of Purchaser's Form 10-K Annual Report for its fiscal year ended 2017 (the "**2017 Form 10-K**") (or such shorter period as the Purchaser was required by law to file such reports) (i) disclosed all material information required to be publicly disclosed by it on Form 8-K, (ii) filed all reports on Form 10-Q and Form 10-K and (iii) filed all other reports (other than any Form 8-K) required to be filed by it under the Securities Act and the Exchange Act, including pursuant to Section 13(a) or 15(d) thereof, and (b) since the filing of the Form 10-K, the Purchaser has filed all reports required to be filed by it under the Securities Act and Exchange Act (the foregoing materials and reports being collectively referred to herein as the "**SEC Reports,**" and, together with Purchaser's registration statement on Form S-1 declared effective by the SEC on August 29, 2017, and all post-effective amendments thereto, are herein collectively referred to as the "**Disclosure Materials**") on a timely basis or has timely filed a valid extension of such time of filing and has filed any such SEC Reports prior to the expiration of any such extension. As of their respective dates, the SEC Reports complied in all material respects with the requirements of the Exchange Act and the rules and regulations of the SEC promulgated thereunder, and none of the SEC Reports, when filed, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. The financial statements of the Purchaser included in the SEC Reports comply in all material respects with applicable accounting requirements and the rules and regulations of the SEC with respect thereto as in effect at the time of filing. Such financial statements have been prepared in accordance with GAAP applied on a consistent basis during the periods involved, except as may be otherwise specified in such financial statements or the footnotes thereto, and fairly present in all material respects the financial position of the Purchaser and its consolidated Subsidiary as of and for the dates thereof and the results of operations and cash flows for the periods then ended, subject, in the case of unaudited statements, to normal, immaterial, year-end audit adjustments.

(g) ***Licenses***. The Purchaser and its Subsidiary have sufficient licenses, permits and other governmental authorizations currently required for the conduct of their respective businesses or ownership of properties and is in all material respects in compliance therewith.

(h) ***Litigation***. The Purchaser knows of no pending or threatened legal or governmental proceedings against the Purchaser or the Subsidiary which could materially adversely affect the business, property, financial condition or operations of the Purchaser and its Subsidiary, taken as a whole, or which materially and adversely questions the validity of this Agreement or the other Transaction Documents or the right of the Purchaser to enter into this Agreement and the other Transaction Documents, or to perform its obligations hereunder and thereunder. Neither the Purchaser nor the Subsidiary is a party or subject to the provisions of any order, writ, injunction, judgment or decree of any court or government agency or instrumentality which could materially adversely affect the business, property, financial condition or operations of the Purchaser and its Subsidiary taken as a whole. There is no action, suit, proceeding or investigation by the Purchaser or the Subsidiary currently pending in any court or before any arbitrator or that the Purchaser or the Subsidiary intends to initiate. Neither the Purchaser nor the Subsidiary, nor any director or officer thereof, is or since the filing of the 2017 Form 10-K has been the subject of any action involving a claim of violation of or liability under federal or state securities laws or a claim of breach of fiduciary duty. There has not been, and to the Purchaser's knowledge, there is not pending or contemplated, any investigation by the SEC involving the Purchaser or any current or former director or officer of the Purchaser.

(i) ***Compliance.*** Neither the Purchaser nor the Subsidiary: (i) is in default under or in violation of (and no event has occurred that has not been waived that, with notice or lapse of time or both, would result in a default by the Purchaser or the Subsidiary under), nor has the Purchaser or the Subsidiary received notice of a claim that it is in default under or that it is in violation of, any indenture, loan or credit agreement or any other agreement or instrument to which it is a party or by which it or any of its properties is bound (whether or not such default or violation has been waived), (ii) is in violation of any judgment, decree or order of any court, arbitrator or other governmental authority or (iii) is or has been in violation of any statute, rule, ordinance or regulation of any governmental authority, including without limitation all foreign, federal, state and local laws relating to taxes, environmental protection, occupational health and safety, product quality and safety and employment and labor matters, except in each case as could not have or reasonably be expected to result in a Material Adverse Effect.

(j) ***Regulatory Permits***. The Purchaser and the Subsidiary possess all certificates, authorizations and permits issued by the appropriate federal, state, local or foreign regulatory authorities necessary to conduct their respective businesses, except where the failure to possess such permits could not reasonably be expected to result in a Material Adverse Effect ("Material Permits"), and neither the Purchaser nor the Subsidiary has received any notice of proceedings relating to the revocation or modification of any Material Permit.

(k) ***Disclosure***. The information set forth in the Transaction Documents as of the date hereof and as of the date of each Closing contains no untrue statement of a material fact nor omits to state a material fact necessary in order to make the statements contained therein, in light of the circumstances under which they were made, not misleading.

(l) ***Investment Company***. The Purchaser is not an "investment company" within the meaning of such term under the Investment Company Act of 1940, as amended, and the rules and regulations of the SEC thereunder.

(m) ***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 Purchaser.

9. Certain Covenants.

(a) ***Operation of the Companies' Business.*** From the date hereof , except as otherwise provided in this Agreement or consented to in writing by Purchaser (which consent shall not be unreasonably withheld or delayed), Shareholders shall, and shall cause the Companies to, (x) conduct the business of the Companies in the ordinary course of business consistent with past practice; and (y) use reasonable best efforts to maintain and preserve intact the current organization and business of the Companies and to preserve the rights, goodwill and relationships of its employees, customers, lenders, suppliers, regulators and others having business relationships with the Companies.

(b) ***Access to Information and Properties***. From the date hereof Shareholders shall, and shall cause the Companies to, (a) afford Purchaser and its representatives full and free access to and the right to inspect all of the properties, assets, premises, books and records, contracts and other documents and data related to the Companies; (b) furnish Purchaser and its representatives with such financial, operating and other data and information related to the Companies as Purchaser or any of its representatives may reasonably request; and (c) instruct the representatives of Shareholders and the Companies to cooperate with Purchaser in its investigation of the Companies. No investigation by Purchaser or other information received by Purchaser shall operate as a waiver or otherwise affect any representation, warranty or agreement given or made by Shareholders or the Companies in this Agreement.

(c) ***Confidentiality; Public Announcements***. From and after the Closing, Shareholders shall, and shall hold, and shall use his reasonable best efforts to cause his representatives to hold, in confidence any and all information, whether written or oral, concerning the Companies. If Shareholders or any of Shareholders' Representatives are compelled to disclose any information by judicial or administrative process or by other requirements of law, Shareholders shall promptly notify Purchaser in writing and shall disclose only that portion of such information which Shareholders is advised by its counsel in writing is legally required to be disclosed, *provided that* Shareholders shall use commercially reasonable efforts to obtain an appropriate protective order or other reasonable assurance that confidential treatment will be accorded such information. Purchaser shall pay the costs of complying with the provisions of this **Section 9(c)**. Unless otherwise required by applicable federal securities laws, pending the Closing and payment of the Closing Cash Payment, none of the Parties shall make any public announcements of this Agreement or the transactions contemplated hereby.

(d) ***Consents and Approvals***. Shareholders and Purchaser shall use reasonable best efforts to give all notices to, and obtain all consents from, all third parties whose Consent or approval to the transactions contemplated by this Agreement are required (including Consents and approvals from any Governmental Authorities).

(e) ***Maintenance of Accounting and Financial Records After Closing*.** As soon as commercially possible following the Closing, the Companies agrees to keep all accounting current with proof of expenditure, or supporting documents for all transactions. QuickBooks Online must be used to manage and maintain all records. Shareholders agrees to work with Purchaser and its representatives to provide all reports or documentation that may been necessary for Purchaser to consolidate the Companies' financial statements with those of Purchaser in the time frame necessary to permit Purchaser to timely file its periodic and other reports with the SEC.

(f) ***Maintenance of Books and Records After Closing***. After the Closing, Shareholders and the Companies shall deliver to Purchaser copies of such company records of the Companies as Purchaser may reasonably request and which are in the possession or control of Shareholders or the Companies. the Companies and Purchaser further agree that after the Closing, each will have access, upon prior reasonable written request and at any reasonable time, during normal business hours, to the other's officers and employees, and to the other's books and records relating to the Companies and each shall have the right to make copies of such books and records; provided, however, that such access shall be solely for the purpose of enabling such Party to prepare financial statements and tax returns, respond to audit inquiries, and any litigation, claims, collection or arbitration matters related to the Companies or for such other business purposes as the Companies and Purchaser may mutually agree. For purposes of this Section 9(f), books and records shall not include employee personnel records, employee medical records, records subject to the attorney-client privilege and records the disclosure of which is prohibited or protected from disclosure by law. Neither the Companies nor Purchaser (nor any of their respective officers, directors, members, managers, employees, agents or representatives) shall destroy or discard any books and records relating to the Companies without first providing the other Party adequate opportunity to retrieve or copy such books and records.

(g) ***Employee-Related Matters***. From and after the Closing Date, the Companies shall be solely responsible for any and all obligations and Liabilities related to its employees, including with regard to any health, welfare or other benefit programs. Purchaser shall not have any obligation or Liability with respect to any officer, director or employee of the Companies, except as specifically provided in the Employment Agreements. Notwithstanding the foregoing, for at least six months following the Closing Date, Purchaser shall, with respect to each employee of the Companies, cause each of the Companies to maintain such employee benefits and benefit levels which are, with respect to each employee, reasonably consistent with, in the aggregate, the benefits and benefit levels available to such employee of the Companies as of immediately prior to the Closing. Any employee of the Companies that remains employed by either of the Companies for longer than six months will be eligible to participate in standard employee benefit plans, which shall be commensurate with industry standard benefit plans and benefit plans offered to the employees of other companies owned or controlled by Purchaser or its Affiliates. For purposes of determining eligibility to participate, vesting and entitlement to benefits where length of service is relevant under the benefit plans of Purchaser or its Affiliates, Company employees shall receive service credit for service with the Company to the same extent such service credit was granted under the applicable employee benefit plans of the Company.

(h) ***Non-Competition; Non-Solicitation and Confidentiality.***

(i) Non-Competition. For a period of three (3) years from and after the Closing (the "**Restricted Period**"), each of the Shareholders, on behalf of themselves and each of his and her Affiliates (sometimes referred to herein as the "**Restricted Party**") agrees that they shall not and shall cause each of its Affiliates not to, without the prior written consent of Purchaser, compete with the Business of the Companies. The acquisition by the Shareholders or any of their Affiliates of any business or any interest in an Entity which is engaged, but is not primarily engaged, in a competing business, provided that the net revenues of the competing business in the fiscal year immediately preceding the acquisition did not exceed five percent of the aggregate net revenues of the Company, shall be exempt from the obligations under this Section 9(h)(i).

(ii) Non-Solicitation. For a period of two years from and after the Closing, each of the Restricted Parties agrees that they shall not and they shall cause each of their Affiliates not to, without the prior written consent of Purchaser, solicit or cause to be solicited the employment of any Person who is employed by the Companies. Notwithstanding the foregoing, the restrictions on solicitation set forth in the immediately preceding sentence shall not prohibit the Restricted Parties from: (i) engaging in any solicitation directed at the public in general; (ii) engaging in other general solicitations of employment not specifically directed toward the employees of the Companies; (iii) soliciting any person who is referred to the Restricted Parties by search firms, employment agencies or other similar entities, provided that such entities have not been specifically instructed to solicit such person; or (iv) soliciting any person after such person's employment with the Companies has ended.

(iii) Confidential Information. During the Restricted Period, all Parties shall keep secret and retain in strictest confidence, all confidential matters that relate to the Business, the Purchaser, the Companies or any of their respective Affiliates, including, but not limited to, with respect to each Party, "know how", trade secrets, customer lists, supplier lists, details of consultant and employment Contracts, pricing policies, operational methods, marketing plans or strategies, product development techniques or plans, business acquisition plans, technical processes, designs and design projects, processes, inventions, software, source codes, object codes, systems documentation and research projects and other business affairs related to the Business (collectively "Confidential Information"), and shall not disclose Confidential Information of the other Parties to anyone outside of the Parties and their respective Affiliates and Representatives, provided, however, this covenant shall not apply to any information which is or becomes generally available to the public through no wrongful act of the disclosing Party or others. A Party may disclose Confidential Information if required to do so in any legally required government or securities filings, Legal Proceedings, subpoenas, civil investigative demands, other similar process or as otherwise required by Law; provided, that the disclosing Party (A) provides the Party whose Confidential Information is being disclosed with prompt notice of such required disclosure so that such Party may attempt to obtain a protective order, (B) cooperates with such Party, at such Party's expense, in obtaining such protective order, and (C) only discloses that Confidential Information which it is absolutely required to disclose as advised by counsel.

(iv) Customers of the Business. During the Restricted Period, the Restricted Party shall not, directly or indirectly, persuade or attempt to persuade any customer or supplier or prospective customer or supplier of the Companies or the Purchaser (or any of their respective Affiliates) not to hire or do business with the Companies or the Purchaser (or any of its Affiliates) or any successor thereto.

(v) Remedies. If any Party breaches, or threatens to commit a breach of, any of the provisions of this Section9(h), the non-breaching Parties shall have the right to equitable relief, including, without limitation, temporary and permanent injunctive relief, without the requirement of posting any bond, in addition to, and not in lieu of, any other rights and remedies available to the non-breaching Parties under law or in equity.

10. **SURVIVAL**. All of the representations and warranties contained in Section 7 and Section 8 shall survive the Closing hereunder for a period of twelve (12) months following the Closing Date (unless Purchaser knew or had reason to know of any misrepresentation or breach of warranty at the time of Closing, in which event such warranty shall be deemed to expire at Closing and Purchaser shall be deemed to have waived any such misrepresentation or breach; provided that the representations and warranties set forth in Sections 7(a), 7(c), 7(n), 7(u), 8(a) and 8(f) shall survive the Closing hereunder until the expiration of the applicable statute of limitations.

11. **INDEMNIFICATION**. This Section 11 sets forth the indemnification obligations of Shareholders and Purchaser.

(a) ***Shareholders' Indemnification***. The Shareholders shall indemnify and defend Purchaser and hold Purchaser harmless against and in respect of any and all losses, Liabilities, damages, obligations, claims, encumbrances, costs and expenses (including, without limitation, reasonable attorneys' fees) (collectively, "**Losses**") incurred by Purchaser or the Companies resulting from any breach of any representation, warranty, covenant or agreement made by Shareholders or the Companies herein or in any instrument or document delivered to Purchaser pursuant hereto.

(b) ***Purchaser's Indemnification***. The Purchaser shall indemnify and defend the Shareholders and hold the Shareholders harmless against and in respect of any and all Losses incurred by Shareholders resulting from any breach of any representation, warranty, covenant or agreement made by Purchaser herein or in any instrument or document delivered to Shareholders pursuant hereto.

(c) ***Indemnification Procedures***.

(i) Any person making a claim for indemnification pursuant to this Section 11 (an "**Indemnified Party**") must give the Party from whom indemnification is sought (an "**Indemnifying Party**") written notice of such claim promptly after the Indemnified Party receives any written notice of any action, lawsuit, proceeding, investigation or other claim (a "**Proceeding**") against or involving the Indemnified Party by a government entity or other third-party or otherwise discovers the liability, obligation or facts giving rise to such claim for indemnification (it being understood that any claim for indemnity pursuant must be made by notice given within the applicable survival period specified in Section 10). Such notice must contain a description of the claim and the nature and amount of such Loss (to the extent that the nature and amount of such Loss is known at such time).

(ii) The obligations of an Indemnifying Party under this this Section 11 with respect to Losses arising from claims of any third-party that are subject to the indemnification provided in this Section 11 shall be governed by and contingent upon the following additional terms and conditions:

A. At its option an Indemnifying Party shall be entitled to assume control of the defense of any claim and may appoint as lead counsel of such defense any legal counsel selected by the Indemnifying Party.

B. Notwithstanding this Section 11(c)(ii)A, the Indemnified Party shall be entitled to participate in the defense of such claim and to employ counsel of its choice for such purpose; provided, however, that such employment shall be at the Indemnified Party's own expense unless (a) the employment thereof has been specifically authorized by the Indemnifying Party in writing, or (b) the Indemnifying Party has failed to assume the defense and employ counsel (following written notice from the Indemnified Party), in which case the fees and expenses of the Indemnified Party's counsel shall be paid by the Indemnifying Party.

C. The Indemnified Party shall not consent to the entry of any judgment or enter into any settlement with respect to any third-party claim without the prior written consent of the Indemnifying Party (not to be withheld unreasonably), and the Indemnifying Party shall not consent to the entry of any judgment or enter into any settlement with respect to any third-party claim without the prior written consent of the Indemnified Party (such consent not to be withheld unreasonably) unless such judgment or settlement contains an unconditional release of the Indemnified Party.

(d) Limitations on Indemnification.

(i) No Party shall be obligated to indemnify another Party with respect to any Losses as to which a Party is otherwise entitled to assert any claim for indemnification unless and until the aggregate amount of the Losses for which claims may be made pursuant to the preceding sentence and attributable to the indemnified Party exceeds $150,000 (the "**Basket Amount**"); provided, however, that thereafter the Indemnifying Party shall indemnify the other for all such Losses in excess of the Basket Amount. Notwithstanding anything in this Agreement to the contrary, absent acts or omissions by Shareholders or the Companies constituting common law fraud, the maximum aggregate obligation of Shareholders, in the aggregate, pursuant to Section 11 shall not exceed the Purchase Price**.**

(ii) In calculating the amount of Losses suffered or incurred by a Party for which indemnification is sought hereunder there shall be deducted the amount of (i) any insurance paid or payable to such Party or otherwise inuring to the benefit of such Party as a result of any such loss, and (ii) any reduction in income taxes attributable to such Losses which directly or indirectly inures to the benefit of that Party for any tax year as a result of any such Loss.

(iii) Except for the equitable remedies provided for in Section 9(h), The indemnification provisions contained in Section 11 shall be the sole and exclusive remedy and procedure for all claims for breach of any representation or warranty, or agreement contained herein or in any of the schedules or exhibits attached hereto other than a suit for specific performance.

(iv) Any amounts paid as indemnification hereunder shall be treated as an adjustment to the purchase price paid to Shareholders hereunder.

(e) ***Manner of Payment***. Except for acts or omissions by Shareholders or the Companies constituting common law fraud, any indemnification obligations of Shareholders pursuant to this Section 11 shall be via the forfeiture of Class A Common Stock equal to the value of the Losses to be reimbursed pursuant to this Section 11. In the event of a finding by a court of competent jurisdiction from which no appeal can or has been taken that Shareholders or the Companies committed common law fraud, the payment of such indemnified amount shall be made first by a set off against the Purchase Notes and then in cash by Shareholders.

12. **FURTHER ASSURANCES**. Following the Closing, each of the Parties hereto shall execute and deliver such additional documents, instruments, conveyances and assurances, and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

13. **TERMINATION**. This Agreement may be terminated at any time prior to the Closing (a) by the mutual written consent of Purchaser and Shareholders or (b) by either Purchaser, on one hand, or Shareholders on the other hand, if (i) a breach of any provision of this Agreement has been committed by the other Party and such breach has not been cured within 30 days following receipt by the breaching Party of written notice of such breach. Upon termination, all further obligations of the Parties under this Agreement shall terminate without liability of any Party to the other Parties to this Agreement, except that no such termination shall relieve any Party from liability for any fraud or willful breach of this Agreement.

14. **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 (for the avoidance of doubt, Purchaser shall bear the cost of the audit). Notwithstanding the foregoing, the Companies shall bear the costs of its and Shareholders' legal fees incurred in connection with this Agreement.

15. **NOTICES**. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the Parties at the addresses set forth below (or to such other address that may be designated by the receiving Party from time to time in accordance with this section). All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or e-mail of a PDF document (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (i) upon receipt by the receiving Party, and (ii) if the Party giving the Notice has complied with the requirements of this Section.

(a) If to Purchaser, to:

Boxlight Corporation
1045 Progress Circle
Lawrenceville, GA 30041
Attn: President

With a copy to (which shall not constitute notice):

Stephen A. Weiss, Esq.
CKR Law, LLP
1800 Century Park East, 14th floor
Los Angeles, CA 90067

(b) If to Shareholders or the Companies, to:

Qwizdom, Inc.
12617 Meridian
East Puyallup, WA 98373
Attn: Darin Beamish, President

With a copy to (which shall not constitute notice):

Eric S. Carlson, Esq.
Peterson Russell Kelly PLLC
10900 NE 4th Street, Suite 1850
Bellevue, WA 98004

16. **ATTORNEYS' FEES**. In the event that any Party hereto institutes any legal suit, action or proceeding, including arbitration, against another Party in respect of a matter arising out of or relating to this Agreement, the prevailing Party in the suit, action or proceeding shall be entitled to receive, in addition to all other damages to which it may be entitled, the costs incurred by such Party in conducting the suit, action or proceeding, including reasonable attorneys' fees and expenses and court costs.

17. **ENTIRE AGREEMENT**. This Agreement, including its exhibits and schedules, constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

18. **SUCCESSOR AND ASSIGNS**. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns. No Party may assign any of its rights or obligations hereunder without the prior written consent of the other Parties hereto, which consent shall not be unreasonably withheld or delayed.

19. **HEADINGS**. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

20. **AMENDMENT AND MODIFICATION; WAIVER**. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party hereto. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

21. **SEVERABILITY**. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, 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 hereby be consummated as originally contemplated to the greatest extent possible.

22. **GOVERNING LAW; SUBMISSION TO JURISDICTION**. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia without giving effect to any choice or conflict of law provision or rule (whether of the State of Georgia or any other jurisdiction). Any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby may be instituted in the federal courts of the United States or the courts of the State of Georgia in each case located in Fulton County, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court. The Parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or any proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

23. **WAIVER OF JURY TRIAL**. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, AND APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) IT HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) IT MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY, AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

24. **COUNTERPARTS**. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[**SIGNATURE PAGE FOLLOWS**]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first written above.

The Purchaser:

BOXLIGHT CORPORATION

By: _____
Name: Michael Pope
Title: President

The Companies:

QWIZDOM, INC.

By: _____
Name: Darin Beamish
Title: CEO and President

QWIZDOM UK LIMITED

By: _____
Name: Darin Beamish
Title: CEO and President

The Shareholders:

_____
DARIN BEAMISH

_____
SILVIA BEAMISH

ANNEX 1

DEFINITIONS

CERTAIN DEFINITIONS

For purposes of the Agreement (including the Exhibits:

Affiliate. "Affiliate" shall mean, with respect to any Person, any other Person that as of the date of the Agreement or as of any subsequent date, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified Person. For purposes of this definition, "control" when used with respect to any Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by Contract or otherwise, and the terms "controlling" and "controlled" have correlative meanings.

Business. "Business" shall mean the business engaged in by the Companies, which, through their software platforms, provide tools to communicate, teach, and learn more effectively through the use of technology. The Companies provide dynamic tools and materials that boost active engagement, provide instant results and simplify tracking performance data over time.

Business Day. "Business Day" shall mean any day, other than Saturday, Sunday or when national banks in New York, New York are closed for business.

Consent. "Consent" shall mean any approval, consent or authorization.

Contract. "Contract" shall mean any legally binding written or oral agreement or contract.

Damages. "Damages" shall mean any actual loss, damage, fee (including reasonable outside attorneys' fees) or expense; *provided, however*, that in no event shall Damages include any special, indirect, incidental, consequential or punitive damages.

Encumbrance. "Encumbrance" means any mortgage, pledge, lien, encumbrance, charge, security interest, claim, right of first refusal, restriction, easement, option, or title defect of any kind, including any conditional sale or other title retention agreement, any lease in the nature thereof and the filing of or agreement to give any financing statement under the Uniform Commercial Code of any jurisdiction and including any lien or charge arising by statute or other laws, which secures the payment of a debt (including any Tax) or the performance of an obligation.

Entity. "Entity" shall mean any corporation (including any non-profit corporation), general partnership, limited partnership, limited liability partnership, joint venture, estate, trust, company (including any limited liability company or joint stock company), firm or other enterprise, association, organization or entity.

Governmental Body. "Governmental Body" shall mean any: (a) nation, state, commonwealth, province, territory, county, municipality, district or other jurisdiction of any nature; or (b) federal, state, local, municipal, foreign or other government agency in the United States, the United Kingdom or elsewhere.

Indebtedness. "Indebtedness" shall mean, with respect to any Person, without duplication: (a) all obligations of such Person for borrowed money; (b) all obligations of such Person evidenced by bonds, debentures, line of credit note, senior note or similar instruments, or upon which interest payments are customarily made; (c) all obligations of such Person under conditional sale or other title retention agreements relating to property purchased by such Person (other than customary reservations or retentions of title under agreements with suppliers entered into in the Ordinary Course of Business); (d) all obligations (including earn-out obligations) of such Person incurred, issued or assumed as the deferred purchase price of property or services purchased by such Person (other than trade debt and accrued expenses incurred in the ordinary course of business and due within one year of the incurrence thereof) which would appear as liabilities on a balance sheet of such Person; (e) all Indebtedness of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any lien on, or payable out of the proceeds of production from, property owned or acquired by such Person, whether or not the obligations secured thereby have been assumed; (f) the maximum amount of all letters of credit issued or bankers' acceptances facilities created for the account of such Person and, without duplication, all drafts drawn thereunder (to the extent unreimbursed); (g) the principal balance outstanding under any synthetic lease, tax retention operating lease, off-balance sheet loan or similar off-balance sheet financing product plus any accrued interest thereon; (h) all obligations of any partnership or unincorporated joint venture in which such Person is a general partner or a joint venture; and (i) obligations of such Person under non-compete agreements to the extent such obligations are quantifiable contingent obligations of such Person under generally accepted accounting principles.

Intellectual Property. "Intellectual Property." shall mean all: (a) United States and foreign patents, patent applications, continuations, continuations-in-part, divisions, reissues, patent disclosures, inventions (whether or not patentable) and improvements thereto; (b) United States and foreign trademarks, service marks, logos, trade dress and trade names or other source-identifying designations or devices; (c) United States and foreign copyrights and design rights, whether registered or unregistered, and pending applications to register the same; (d) Internet domain names and registrations thereof; (e) confidential ideas, trade secrets, computer software, including source code, derivative works, moral rights, know-how, works-in-progress, concepts, methods, processes, inventions, invention disclosures, formulae, reports, data, customer lists, mailing lists, business plans or other proprietary information; and (f) any and all other intellectual property rights throughout the world.

Knowledge. Information shall be deemed to be known to or to the "knowledge" of the Shareholders if that information is actually known by any director or officer of the Companies. Information shall be deemed to be known or to the "knowledge" of the Purchaser if that information is actually known by any director, officer or manager of Purchaser.

Laws. "Laws" shall mean any federal, state or local law, statute, rule or regulation issued, enacted or promulgated by any Governmental Body.

Legal Proceeding. "Legal Proceeding" shall mean any suit, litigation or legal proceeding commenced by or before any court or other Governmental Body or any arbitrator or arbitration panel.

Material Assets. "Material Assets" means any current, long-term, fixed, or intangible asset of the Companies, which: (a) has a fair market value in excess of Twenty-Five Thousand ($25,000) Dollars, or (b) (i) has generated, or is expected to generate, revenues or other income for the Company, or (ii) has enabled, or is expected to enable, the Company to receive a credit against, or to offset any, liabilities of the Company (including, without limitation, Tax liabilities), in excess of Twenty-Five Thousand ($25,000) Dollars during either the current fiscal year or the next fiscal year.

Made Available. A document or any information shall be deemed to have been "Made Available" if such document or information was either: (a) uploaded to the virtual data room prepared and maintained by a Selling Party in connection with the Agreement; or (b) was otherwise delivered to Purchaser or to any Representative of Purchaser.

Material Adverse Effect. A violation or other matter will be deemed to have a "Material Adverse Effect" if such violation or other matter would have a material adverse effect on the business, results of operations or financial condition of the applicable party, taken as a whole; *provided, however*, that none of the following shall be deemed either alone or in combination to constitute, and none of the following shall be taken into account in determining whether there has been or would be, a Material Adverse Effect on the Companies: (a) any adverse effect resulting from or arising out of the announcement or pendency of this Agreement or the transactions contemplated hereby; (b) any adverse effect resulting from or arising out of general economic conditions; (c) any adverse effect resulting from or arising out of general conditions in the industries in which the Company operates to the extent that they do not disproportionately affect the Companies, taken as a whole; (d) any adverse effect resulting from any changes to Law; or (e) any adverse effect resulting from or arising out of any natural disaster or any acts of terrorism, sabotage, military action or war or any escalation or worsening thereof.

Material Agreement. "Material Agreement" shall mean any agreement, Contract or commitment pursuant to which the Company is obligated to spend or receive, in the aggregate, more than $25,000 during either the current fiscal year or the next fiscal year.

Ordinary Course of Business. "Ordinary Course of Business" shall mean a course of business that is in the ordinary course of the Companies' Business and consistent with its past practices.

Person. "Person" shall mean any individual, Entity or Governmental Body.

Representatives. "Representatives" shall mean officers, directors, employees, agents, attorneys, accountants, advisors and representatives.

Subsidiary. "Subsidiary" shall mean, as to any Person, a corporation, partnership, limited partnership, limited liability company or other entity of which shares of stock or other ownership interests having ordinary voting power (other than stock or such other ownership interests having such power only by reason of the happening of a contingency) to elect a majority of the board of directors or other managers of such corporation, limited liability company, partnership, limited partnership or other entity are at the time owned, or the management of which is otherwise controlled, directly or indirectly through one or more intermediaries, or both, by such Person. Unless otherwise qualified, all references to a "Subsidiary" or to "Subsidiaries" in this Agreement shall refer to a Subsidiary or Subsidiaries of the Company, or any New Subsidiary.

Tax. "Tax" shall mean any tax (including any income tax, franchise tax, value-added tax, excise tax, transfer tax, sales tax, use tax, property tax, withholding tax or payroll tax), levy, assessment, tariff, duty (including any customs duty), deficiency or fee, and any related charge or amount (including any fine, penalty or interest), imposed, assessed or collected by or under the authority of any Governmental Body.

Tax Return. "Tax Return" shall mean any return, report, statement, schedule, form, election, or certificate filed with or submitted to, or required to be filed with or submitted to, any Governmental Body in connection with the determination, assessment, collection or payment of any Tax or in connection with the administration, implementation or enforcement of or compliance with any Legal Requirement relating to any Tax.

EXHIBIT A

FORM OF PURCHASE NOTE

EXHIBIT B

FORM OF REGISTRATION RIGHTS AGREEMENT

EXHIBIT C

FORM OF EMPLOYMENTAGREEMENTS

(Back To Top)

Section 3: EX-3.2

Exhibit 3.2

THIS SECURITY HAS NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS AS EVIDENCED BY A LEGAL OPINION OF COUNSEL TO THE TRANSFEROR TO SUCH EFFECT, THE SUBSTANCE OF WHICH SHALL BE REASONABLY ACCEPTABLE TO THE MAKER.

BOXLIGHT CORPORATION

Promissory Note

Issuance Date: June 22, 2018 $656,000.00

FOR VALUE RECEIVED, **Boxlight Corporation**, a Nevada corporation (referred to herein as the "Maker") with a business address at 1045 Progress Circle, Lawrenceville, Georgia 30041, hereby unconditionally agrees and promises to pay to the order of **Darin Beamish and Silvia Beamish**, the shareholders of 100% of the issued and outstanding capital stock of **Qwizdom, Inc**., a Washington corporation ("Qwizdom USA") (which in turn owns !00% of Qwizdom UK Limited, a corporation organized under the laws of Northern Ireland ("Qwizdom UK"), and/or their successors and assigns (the "Holders"), at an address of the Holders that they may from time to time designate, in lawful money of the United States of America, the principal sum of **SIX HUNDRED AND FIFTY-SIX THOUSAND ($656,000) DOLLARS** (the "Principal Amount"), together with interest on the outstanding Principal Amount evidenced by this Note at the Interest Rate (as defined below).

This Note is being issued to the Holders as a part of the Purchase Price being paid to the Holders by Maker pursuant to that certain Stock Purchase Agreement by and among the Maker, the Holders, Qwizdom USA, and Qwizdom UK, dated June 22, 2018 (the "Purchase Agreement"). Unless otherwise expressly defined in this Note, all capitalized terms used herein shall have the same meaning as assigned to them in the Purchase Agreement.

1. Payment of Note. Unless accelerated by Holders as a result of Section 3 under this Note, all principal and accrued interest will be due and payable as follows:

(a) The principal and accrued interest under this Note shall be due and payable in twelve (12) equal quarterly payments. The first quarterly payment will be due on the last business day of the third (3rd) calendar month following the Issuance Date (excluding the month in which the Issuance Date occurs), and subsequent quarterly payments are to be made on the last business day of the 6th, 9th and 12th calendar month and quarterly thereafter until the Maturity Date (as defined below).

(b) The "Maturity Date" is the date upon which all then outstanding principal and accrued interest on this Note shall be immediately due and payable and shall be the ***first*** to occur of (i) the Maker completing a public offering of its common stock or private placement of its debt or equity securities (each a "Financing") that results in the Maker receiving gross proceeds from such Financing of $10,000,000 or more, or (ii) that date which shall be the last business day of the thirty-sixth (36^{th}) month following the Issuance Date (excluding for purpose of such calculation the month on which the Issuance Date occurs).

2. Interest. Interest shall be payable on the outstanding Principal Amount ("Interest") at the rate of right (8%) percent per annum (the "Interest Rate") and shall be calculated on the basis of a three hundred and sixty-five (365) day year and charged for the actual number of days elapsed. Interest shall accrue on the original principal balance only and there shall be no accrual of interest upon interest.

3. Events of Default. The Holders are hereby authorized to declare all or any part of the entire outstanding Principal Amount of this Note plus all Interest accrued thereon (the "Indebtedness") immediately due and payable upon the occurrence and during the continuation of any of the following events (each, an "Event of Default"):

(a) the failure of Maker to pay each Principal Amount payable hereunder, when due, and the remaining Principal Amount of this Note and all accrued Interest hereon when the same shall be due and payable, which failure is not cured by Maker within fifteen (15) Business Days after written notice of such failure to pay has been given by the Holders to the Maker; or

(b) the filing by either of the Maker of any petition for relief under the United States Bankruptcy Code or any similar federal or state statute, or either Obligor's consent to or acquiescence in any such filing by a third party, or the Maker shall take any corporate action for the purpose of effecting, approving, or consenting to any of the foregoing; or

(c) the making by either of the Maker of an application for the appointment of a custodian, trustee or receiver for, or of a general assignment for the benefit of creditors by either of the Maker, or their consent to or acquiescence in any such application by a third party or the Maker shall take any corporate action for the purpose of effecting, approving, or consenting to any of the foregoing; or

(d) the insolvency of either of the Maker or the failure of the Maker generally to pay its debts as such debts become due; or

(f) the dissolution, winding up, or termination of the business or cessation of operations of either of the Maker (including any transaction or series of related transactions deemed to be a liquidation, dissolution or winding up of the Maker pursuant to the provisions of their charter documents), or the Maker shall take any corporate action for the purpose of effecting, approving, or consenting to any of the foregoing.

4. Prepayment. Maker shall be permitted to prepay any amounts contemplated under this Note in full or in part at any time prior to the Maturity Date without penalty or premium of any kind.

5. Governing Law. The provisions of this Note shall be construed according to the internal substantive laws of the State of Nevada without regard to conflict of laws principles. If any provision of this Note is in conflict with any statute or rule of law of the State of Nevada or is otherwise unenforceable for any reason whatsoever, then such provision shall be deemed to be restated so that it may be enforced to the fullest extent permitted by law, and the remainder of this Note shall remain in full force and effect.

6. Waivers. Maker hereby waives diligence, presentment, demand, protest, notice of intent to accelerate, notice of acceleration, and any other notice of any kind. No delay or omission on the part of the Holders in exercising any right hereunder shall operate as a waiver of such right or of any other remedy under this Note. A waiver on any one occasion shall not be construed as a bar to or waiver of any such right or remedy on a future occasion.

7. Transfer. This Note may be transferred or assigned, in whole or in part, by the Holders at any time. The term "Holders" as used herein shall also include any transferee of this Note. Each transferee of this Note acknowledges that this Note has not been registered under the Securities Act, and may be transferred only pursuant to an effective registration under the Securities Act or pursuant to an applicable exemption from the registration requirements of the Securities Act.

8. Attorneys' Fees. In the event that any Party hereto institutes any legal suit, action or proceeding, against another Party in respect of a matter arising out of or relating to this Note, the prevailing Party in the suit, action or proceeding shall be entitled to receive, in addition to all other damages to which it may be entitled, the costs incurred by such Party in conducting the suit, action or proceeding, including reasonable attorneys' fees and expenses and court costs.

9. Notices. All notices, demands and other communications provided for or permitted hereunder shall be made in writing and shall be by registered or certified first-class mail, return receipt requested, telecopier (with receipt confirmed), courier service or personal delivery at the addresses specified in the Purchase Agreement.

HOLDERS AND MAKER IRREVOCABLY WAIVE ALL RIGHT TO A TRIAL BY JURY IN ANY PROCEEDING HEREAFTER INSTITUTED BY OR AGAINST HOLDERS OR MAKER IN RESPECT OF THIS NOTE OR ARISING OUT OF ANY DOCUMENT, INSTRUMENT OR AGREEMENT EVIDENCING, GOVERNING OR SECURING THIS NOTE. MAKER ACKNOWLEDGES THAT THE INDEBTEDNESS EVIDENCED BY THIS NOTE IS PART OF A COMMERCIAL TRANSACTION.

****

Signature page follows

IN WITNESS WHEREOF, this Note has been executed by Maker as of the day and year first set forth above.

Boxlight Corporation

By: _____

Name: Michael Pope,

Title: President

(Back To Top)

Section 4: EX-3.3

Exhibit 3.3

REGISTRATION RIGHTS AND LOCK-UP AGREEMENT

This **Registration Rights and Lock-Up Agreement** (this "**Agreement**") is made and entered into effective as of June 22, 2018, among **Boxlight Corporation**, a Nevada corporation (the "**Company**"), **Darin Beamish** and **Silvia Beamish** (each, a "**BOXL Stockholder**" and collectively, the "**BOXL Stockholders**"). Capitalized terms used herein shall have the meanings ascribed to them in Section 1 below or in the Stock Purchase Agreement

RECITALS:

WHEREAS, the Company has acquired from the BOXL Stockholders 100% of the share capital of **Qwizdom, Inc.**, a Washington corporation ("**Qwizdom**") and **Qwizdom UK Limited**, a corporation organized under the laws of Northern Ireland ("**Qwizdom UK**") pursuant to the terms of a stock purchase agreement dated June 22, 2018(the "**Stock Purchase Agreement**"), and in connection therewith, as partial consideration for the share capital of Qwizdom and Qwizdom UK, issued the BOXL Stockholder an aggregate of 142,857 shares of the Class A common stock, $0.0001 par value per share (the "**Subject Shares**"); and

WHEREAS, the BOXL Stockholders have agreed to enter into this Agreement with the Company as a condition to their receipt of the Subject Shares under the Stock Purchase Agreement; and

NOW, THEREFORE, in consideration of the mutual promises, representations, warranties, covenants, and conditions set forth herein, the parties mutually agree as follows:

1. Certain Definitions. As used in this Agreement, the following terms shall have the following respective meanings:

"Approved Market" means the OTC Markets Group, the Nasdaq Stock Market, the New York Stock Exchange or the NYSE MKT.

"Blackout Period" means, with respect to a registration, a period during which the Company, in the good faith judgment of its board of directors, determines (because of the existence of, or in anticipation of, any acquisition, financing activity, receipt of clinical trial results or other transaction involving the Company, or the unavailability for reasons beyond the Company's control of any required financial statements, disclosure of information which is in its best interest not to publicly disclose, or any other event or condition of similar significance to the Company) that the registration and distribution of the Registrable Securities to be covered by such registration statement, if any, or the filing of an amendment to such registration statement in the circumstances described in Section 4(g), would be seriously detrimental to the Company and its stockholders, in each case commencing on the day the Company notifies the Holders that they are required, because of the determination described above, to suspend offers and sales of Registrable Securities and ending on the earlier of (1) the date upon which the material non-public information resulting in the Blackout Period is disclosed to the public or ceases to be material and (2) such time as the Company notifies the selling Holders that sales pursuant to such Registration Statement or a new or amended Registration Statement may resume; provided, however, that no Blackout Period shall extend for a period of more than thirty (30) consecutive Trading Days (except for a Blackout Period arising from the filing of a post-effective amendment to the Registration Statement to update the prospectus therein to include the information contained in the Company's Annual Report on Form 10-K, which Blackout Period may extend for the amount of time reasonably required to respond to comments of the staff of the Commission (the "**Staff**") on such amendment) and aggregate Blackout Periods shall not exceed sixty (60) Trading Days in any twelve (12) month period.

"Business Day" means any day of the year, other than a Saturday, Sunday, or other day on which banks in the State of New York are required or authorized to close.

"Commission" means the U. S. Securities and Exchange Commission or any other federal agency at the time administering the Securities Act.

"Common Stock" means the Class A voting common stock, par value $0.0001 per share, of the Company and any and all shares of capital stock or other equity securities of: (i) the Company which are added to or exchanged or substituted for the Common Stock by reason of the declaration of any stock dividend or stock split, the issuance of any distribution or the reclassification, readjustment, recapitalization or other such modification of the capital structure of the Company; and (ii) any other corporation, now or hereafter organized under the laws of any state or other governmental authority, with which the Company is merged, which results from any consolidation or reorganization to which the Company is a party, or to which is sold all or substantially all of the shares or assets of the Company, if immediately after such merger, consolidation, reorganization or sale, the Company or the stockholders of the Company own equity securities having in the aggregate more than 50% of the total voting power of such other corporation.

"Effective Date" means the date of consummation of a follow-on public offering of Class A common stock or other securities of the Company under which the Company receives gross proceeds of $10,000,000 or more.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission promulgated thereunder.

"Family Member" means (a) with respect to any individual, such individual's spouse, any descendants (whether natural or adopted), any trust all of the beneficial interests of which are owned by any of such individuals or by any of such individuals together with any organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, the estate of any such individual, and any corporation, association, partnership or limited liability company all of the equity interests of which are owned by those above described individuals, trusts or organizations and (b) with respect to any trust, the owners of the beneficial interests of such trust.

"Holder" means each BOXL Stockholder or any of such BOXL Stockholder's respective successors and Permitted Assignees who acquire rights in accordance with this Agreement with respect to any Registrable Securities directly or indirectly from a BOXL Stockholder or from any Permitted Assignee..

"Lock-up Period" shall only mean the six (6) months following the Effective Date.

"Permitted Assignee" means any Family Member of the BOXL Stockholders.

"Subject Shares" means the shares of Common Stock issued to the BOXL Stockholders pursuant to the Stock Purchase Agreement and any shares of Common Stock issued or issuable with respect to such shares upon any stock split, dividend or other distribution, recapitalization or similar event with respect to the foregoing.

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

"Registrable Securities" means the Subject Shares; provided, that Registrable Securities shall exclude any otherwise Registrable Securities that (i) have been sold or otherwise transferred other than to a Permitted Assignee, or (ii) may be sold at the time under the Securities Act without restriction, including manner of sale, current information requirements or volume limitations either pursuant to Rule 144 of the Securities Act or otherwise during any ninety (90) day period.

"Registration Default Period" means the period during which any Registration Event occurs and is continuing.

"Registration Effectiveness Date" means the date that is one hundred and eighty (180) calendar days after the Effective Date.

"Registration Filing Date" means the date that shall be sixty (60) calendar days after the Effective Date.

"Registration Statement" means the registration statement that the Company is required to file pursuant to Section 3(a) of this Agreement to register the Registrable Securities.

"Rule 144" means Rule 144 promulgated by the Commission under the Securities Act, as such rule may be amended or supplemented from time to time, or any similar successor rule that may be promulgated by the Commission.

"Rule 145" means Rule 145 promulgated by the Commission under the Securities Act, as such rule may be amended or supplemented from time to time, or any similar successor rule that may be promulgated by the Commission.

"Securities Act" means the Securities Act of 1933, as amended, or any similar federal statute promulgated in replacement thereof, and the rules and regulations of the Commission thereunder, all as the same shall be in effect at the time.

"SEC Effective Date" means the date the Registration Statement referred to in Section 3 below is declared effective by the Commission.

"Trading Day" means any day on which such national securities exchange, the OTC Markets Group or such other securities market or quotation system, which at the time constitutes the principal securities market for the Common Stock, is open for general trading of securities.

2. Term. This Agreement shall terminate with respect to each Holder on the earlier of: (i) the date that is two (2) years from the SEC Effective Date and (ii) the date on which all Registrable Securities held by such Holder have been transferred other than to a Permitted Assignee. Notwithstanding the foregoing, Section 3(b), Section 6, Section 8, Section 9 and Section 11 shall survive the termination of this Agreement.

3. Registration.

(a) Registration on Form S-1. The Company shall file with the Commission a Registration Statement on Form S-1, or any other form for which the Company then qualifies or which counsel for the Company shall deem appropriate and which form shall be available for the resale by the Holders of all of the Registrable Securities, and the Company shall (i) use its commercially reasonable efforts to make the initial filing of the Registration Statement no later than the Registration Filing Date, (ii) use its commercially reasonable efforts to cause such Registration Statement to be declared effective no later than the Registration Effectiveness Date and (iii) use its commercially reasonable efforts to keep such Registration Statement effective for a period of two (2) years after the SEC Effective Date or for such shorter period ending on the date on which all Registrable Securities may be sold at the time under the Securities Act without restriction, including manner of sale, current information requirements or volume limitations either pursuant to Rule 144 or have been transferred other than to a Permitted Assignee (the "**Effectiveness Period**"); provided, however, that the Company shall not be obligated to effect any such registration, qualification or compliance pursuant to this Section, or keep such registration effective pursuant to the terms hereunder, in any particular jurisdiction in which the Company would be required to qualify to do business as a foreign corporation or as a dealer in securities under the securities laws of such jurisdiction or to execute a general consent to service of process in effecting such registration, qualification or compliance, in each case where it has not already done so; and provided further, the Company shall be entitled to suspend the effectiveness of the Registration Statement at any time prior to the expiration of the Effectiveness Period during a Blackout Period. Notwithstanding the foregoing, in the event that the Staff should limit the number of Registrable Securities that may be sold pursuant to the Registration Statement, the Company may remove from the Registration Statement such number of Registrable Securities as specified by the Commission on behalf of all of the holders of Registrable Securities, on a pro rata basis among the holders thereof (such Registrable Securities, the "**Reduction Securities**"). In such event, the Company shall give the BOXL Stockholders prompt notice of the number of Registrable Securities excluded therefrom. The Company shall use its commercially reasonable efforts at the first opportunity that is permitted by the Commission to register for resale the Reduction Securities (pro rata among the Holders of such Reduction Securities) using one or more registration statements that it is then entitled to use. The Company shall use its commercially reasonable efforts to cause each such registration statement to be declared effective under the Securities Act as soon as possible, and shall use its commercially reasonable efforts to keep such registration statement continuously effective under the Securities Act during the entire Effectiveness Period. Notwithstanding the foregoing, the Company shall be entitled to suspend the effectiveness of such Registration Statement at any time prior to the expiration of the Effectiveness Period for the reasons and time periods during a Blackout Period.

(b) Lockup and Leak-Out Agreement. Notwithstanding anything to the contrary, express or implied, contained in this Agreement, each of the BOXL Stockholders and any of the Permitted Assigns hereby agree not to sell, transfer or assign any Registrable Securities (whether or not registered pursuant to an effective Registration Statement) during the Lock-up Period. In addition, following the expiration of the Lock-up Period, each of the BOXL Stockholders and any of the Permitted Assigns hereby agree not to sell, transfer or assign more than twenty (20%) percent of their Registrable Securities in any consecutive thirty (30) day period.

4. Registration Procedures. The Company will keep each Holder reasonably advised as to the filing and effectiveness of the Registration Statement. At its expense with respect to the Registration Statement, the Company will:

(a) prepare and file with the Commission with respect to the Registrable Securities, a Registration Statement in accordance with Section 3(a) hereof, and use its commercially reasonable efforts to cause such Registration Statement to become effective and to remain effective for the Effectiveness Period;

(b) not name any Holder in the Registration Statement as an underwriter without that Holder's prior written consent;

(c) if the Registration Statement is subject to review by the Commission, promptly respond to all comments and diligently pursue resolution of any comments to the satisfaction of the Commission;

(d) prepare and file with the Commission such amendments and supplements to such Registration Statement as may be necessary to keep such Registration Statement effective during the Effectiveness Period;

(e) furnish, without charge, to each Holder of Registrable Securities covered by such Registration Statement (i) a reasonable number of copies of such Registration Statement (including any exhibits thereto other than exhibits incorporated by reference), each amendment and supplement thereto as such Holder may reasonably request, (ii) such number of copies of the prospectus included in such Registration Statement (including each preliminary prospectus and any other prospectus filed under Rule 424 of the Securities Act) as such Holders may reasonably request, in conformity with the requirements of the Securities Act, and (iii) such other documents as such Holder may reasonably require to consummate the disposition of the Registrable Securities owned by such Holder, but only during the Effectiveness Period; provided that the Company shall have no obligation to furnish any document pursuant to this clause that is available on the EDGAR system;

(f) use its commercially reasonable efforts to register or qualify such registration under such other applicable securities laws of such jurisdictions within the United States as any Holder of Registrable Securities covered by such Registration Statement reasonably requests and as may be necessary for the marketability of the Registrable Securities (such request to be made by the time the applicable Registration Statement is deemed effective by the Commission) and do any and all other acts and things necessary to enable such Holder to consummate the disposition in such jurisdictions of the Registrable Securities owned by such Holder; provided, that the Company shall not be required to (i) qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify but for this paragraph, (ii) subject itself to taxation in any such jurisdiction, or (iii) consent to general service of process in any such jurisdiction where it has not already done so;

(g) as promptly as practicable after becoming aware of such event, notify each Holder of Registrable Securities, the disposition of which requires delivery of a prospectus relating thereto under the Securities Act, of the happening of any event, which comes to the Company's attention, that will after the occurrence of such event cause the prospectus included in such Registration Statement, if not amended or supplemented, to contain an untrue statement of a material fact or an omission to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading and the Company shall promptly thereafter prepare and furnish to such Holder a supplement or amendment to such prospectus (or prepare and file appropriate reports under the Exchange Act) so that, as thereafter delivered to the purchasers of such Registrable Securities, such prospectus shall not contain an untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, unless suspension of the use of such prospectus otherwise is authorized herein or in the event of a Blackout Period, in which case no supplement or amendment need be furnished (or Exchange Act filing made) until the termination of such suspension or Blackout Period; provided that any and all information provided to the Holder pursuant to such notification shall remain confidential to each Holder until such information otherwise becomes public, unless disclosure by a Holder is required by law;

(h) comply, and continue to comply during the Effectiveness Period, in all material respects with the Securities Act and the Exchange Act and with all applicable rules and regulations of the Commission with respect to the disposition of all securities covered by such Registration Statement;

(i) as promptly as practicable after becoming aware of such event, notify each Holder of Registrable Securities being offered or sold pursuant to the Registration Statement of the issuance by the Commission of any stop order or other suspension of effectiveness of the Registration Statement;

(j) use its commercially reasonable efforts to cause all the Registrable Securities covered by the Registration Statement to be quoted on the OTC Markets Group or such other principal securities market or quotation system on which securities of the same class or series issued by the Company are then listed or traded or quoted;

(k) provide a transfer agent and registrar, which may be a single entity, for the shares of Common Stock at all times and cooperate with the Holders to facilitate the timely preparation and delivery of the Registrable Securities to be delivered to a transferee pursuant to the Registration Statement (whether electronically or in certificated form) which Registrable Securities shall be free, to the extent permitted by the Stock Purchase Agreement, of all restrictive legends, and to enable such Registrable Securities to be in such denominations and registered in such names as any such Holders may request;

(l) cooperate with the Holders of Registrable Securities being offered pursuant to the Registration Statement to issue and deliver, or cause its transfer agent to issue and deliver, certificates representing Registrable Securities to be offered pursuant to the Registration Statement within a reasonable time after the delivery of certificates representing the Registrable Securities to the transfer agent or the Company, as applicable, and enable such certificates to be in such denominations or amounts as the Holders may reasonably request and registered in such names as the Holders may request;

(m) during the Effectiveness Period, refrain from bidding for or purchasing any Common Stock or any right to purchase Common Stock or attempting to induce any person to purchase any such security or right if such bid, purchase or attempt would in any way limit the right of the Holders to sell Registrable Securities by reason of the limitations set forth in Regulation M of the Exchange Act; and

(n) take all other commercially reasonable actions necessary to enable the Holders to dispose of the Registrable Securities by means of the Registration Statement during the term of this Agreement.

5. Obligations of the Holders.

(a) Each Holder agrees that, upon receipt of any notice from the Company of the happening of any event of the kind described in Section 4(g) hereof or of the commencement of a Blackout Period, such Holder shall discontinue the disposition of Registrable Securities included in the Registration Statement until such Holder's receipt of the copies of the supplemented or amended prospectus contemplated by Section 4(g) hereof or notice of the end of the Blackout Period, and, if so directed by the Company, such Holder shall deliver to the Company (at the Company's expense) all copies (including, without limitation, any and all drafts), other than permanent file copies, then in such Holder's possession, of the prospectus covering such Registrable Securities current at the time of receipt of such notice.

(b) The Holders of the Registrable Securities shall provide such information as may reasonably be requested by the Company in connection with the preparation of any registration statement, including amendments and supplements thereto, in order to effect the registration of any Registrable Securities under the Securities Act pursuant to Section 3(a) of this Agreement and in connection with the Company's obligation to comply with federal and applicable state securities laws, including a completed questionnaire in the form attached to this Agreement as Annex A (a "**Selling Securityholder Questionnaire**") or any update thereto not later than three (3) Business Days following a request therefore from the Company.

(c) Each Holder, by its acceptance of the Registrable Securities, agrees to 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 its election to exclude all of its Registrable Securities from such Registration Statement.

6. Registration Expenses. The Company shall pay all expenses in connection with any registration obligation provided herein, including, without limitation, all registration, filing, stock exchange fees, printing expenses, all fees and expenses of complying with applicable securities laws, and the fees and disbursements of counsel for the Company (but not for the Holders) and of the Company's independent accountants. Except as provided in this Section 6 and Section 8, of this Agreement, the Company shall not be responsible for the expenses of any attorney or other advisor employed by a Holder.

7. Assignment of Rights. No Holder may assign its rights under this Agreement to any party with the prior written consent of the Company; provided, however, that any Holder may assign its rights under this Agreement without such consent to a Permitted Assignee as long as (a) such transfer or assignment is effected in accordance with applicable securities laws; (b) such transferee or assignee agrees in writing to become bound by and subject to the terms of this Agreement; and (c) such Holder notifies the Company in writing of such transfer or assignment, stating the name and address of the transferee or assignee and identifying the Registrable Securities with respect to which such rights are being transferred or assigned. The Company may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other party hereto.

8. Indemnification.

(a) In the event of the offer and sale of Registrable Securities under the Securities Act, the Company shall, and hereby does, indemnify and hold harmless, to the fullest extent permitted by law, each Holder, its directors, officers, partners, and each other person, if any, who controls or is under common control with such Holder within the meaning of Section 15 of the Securities Act, against any losses, claims, damages or liabilities, joint or several, and expenses to which the Holder or any such director, officer, partner or controlling person may become subject under the Securities Act or otherwise, insofar as such losses, claims, damages, liabilities or expenses (or actions or proceedings, whether commenced or threatened, in respect thereof) arise out of or are based upon any untrue statement of any material fact contained in any registration statement prepared and filed by the Company under which Registrable Securities were registered under the Securities Act, any preliminary prospectus, final prospectus or summary prospectus contained therein, or any amendment or supplement thereto, or any omission to state therein a material fact required to be stated or necessary to make the statements therein in light of the circumstances in which they were made not misleading, and the Company shall reimburse the Holder, and each such director, officer, partner and controlling person for any legal or any other expenses reasonably incurred by them in connection with investigating, defending or settling any such loss, claim, damage, liability, action or proceeding; provided, however, that the Company shall not be liable in any such case (i) to the extent that any such loss, claim, damage, liability (or action or proceeding in respect thereof) or expense arises out of or is based upon (x) an untrue statement in or omission from such registration statement, any such preliminary prospectus, final prospectus, summary prospectus, amendment or supplement in reliance upon and in conformity with written information included in the Selling Securityholder Questionnaire, attached hereto as Annex A, furnished by a Holder or its representative to the Company expressly for use in the preparation thereof or (y) the failure of a Holder to comply with the covenants and agreements contained in Section 5 hereof respecting the sale of Registrable Securities; or (ii) if the person asserting any such loss, claim, damage, liability (or action or proceeding in respect thereof) who purchased the Registrable Securities that are the subject thereof did not receive a copy of an amended preliminary prospectus or the final prospectus (or the final prospectus as amended or supplemented) at or prior to the written confirmation of the sale of such Registrable Securities to such person because of the failure of such Holder to so provide such amended preliminary or final prospectus and the untrue statement or omission of a material fact made in such preliminary prospectus was corrected in the amended preliminary or final prospectus (or the final prospectus as amended or supplemented). Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of the Holders, or any such director, officer, partner or controlling person and shall survive the transfer of such shares by the Holder.

(b) As a condition to including Registrable Securities in any registration statement filed pursuant to this Agreement, each Holder agrees, severally and not jointly, to be bound by the terms of this Section 8 and to indemnify and hold harmless, to the fullest extent permitted by law, the Company, each of its directors, officers, partners, and each underwriter, if any, and each other person, if any, who controls the Company within the meaning of Section 15 of the Securities Act, against any losses, claims, damages or liabilities, joint or several, to which the Company or any such director or officer or controlling person may become subject under the Securities Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions or proceedings, whether commenced or threatened, in respect thereof) arise out of or are based upon any untrue statement of a material fact or any omission of a material fact required to be stated in any registration statement, any preliminary prospectus, final prospectus, summary prospectus, amendment or supplement thereto or necessary to make the statements therein not misleading, to the extent, but only to the extent, that such untrue statement or omission is included or omitted in reliance upon and in conformity with written information included in the Selling Securityholder Questionnaire, attached hereto as Annex A, furnished by the Holder or its representative to the Company expressly for use in the preparation thereof, and such Holder shall reimburse the Company, and its directors, officers, partners, and any such controlling persons for any legal or other expenses reasonably incurred by them in connection with investigating, defending, or settling any such loss, claim, damage, liability, action, or proceeding; provided, however, that indemnity obligation contained in this Section 8(b) shall in no event exceed the amount of the net proceeds received by such Holder as a result of the sale of such Holder's Registrable Securities pursuant to such registration statement, except in the case of fraud or willful misconduct. Such indemnity shall remain in full force and effect, regardless of any investigation made by or on behalf of the Company or any such director, officer or controlling person and shall survive the transfer by any Holder of such shares.

(c) Promptly after receipt by an indemnified party of notice of the commencement of any action or proceeding involving a claim referred to in this Section 8 (including any governmental action), such indemnified party shall, if a claim in respect thereof is to be made against an indemnifying party, give written notice to the indemnifying party of the commencement of such action; provided, 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, except to the extent that the indemnifying party is actually prejudiced by such failure to give notice. In case any such action is brought against an indemnified party, unless in the reasonable judgment of counsel to such indemnified party a conflict of interest between such indemnified party and indemnifying parties may exist or the indemnified party may have defenses not available to the indemnifying party in respect of such claim, the indemnifying party shall be entitled to participate in and to assume the defense thereof, with counsel reasonably satisfactory to such indemnified party and, after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be liable to such indemnified party for any legal or other expenses subsequently incurred by the latter in connection with the defense thereof, unless in such indemnified party's reasonable judgment a conflict of interest between such indemnified and indemnifying parties arises in respect of such claim after the assumption of the defenses thereof or the indemnifying party fails to defend such claim in a diligent manner, other than reasonable costs of investigation. Neither an indemnified party nor an indemnifying party shall be liable for any settlement of any action or proceeding effected without its consent. No indemnifying party shall, without the consent of the 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 of such claim or litigation. Notwithstanding anything to the contrary set forth herein, and without limiting any of the rights set forth above, in any event any party shall have the right to retain, at its own expense, counsel with respect to the defense of a claim. Each indemnified party shall furnish such 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 defense of such claim and litigation resulting therefrom.

(d) If an indemnifying party does not or is not permitted to assume the defense of an action pursuant to Section 8(c) or in the case of the expense reimbursement obligation set forth in Sections 8(a) and 8(b), the indemnification required by Sections 8(a) and 8(b) shall be made by periodic payments of the amount thereof during the course of the investigation or defense, as and when bills are received or expenses, losses, damages, or liabilities are incurred.

(e) If the indemnification provided for in Section 8(a) or 8(b) is held by a court of competent jurisdiction to be unavailable to an indemnified party with respect to any loss, liability, claim, damage or expense referred to herein, the indemnifying party, in lieu of indemnifying such indemnified party hereunder, shall contribute to the amount paid or payable by such indemnified party as a result of such loss, liability, claim, damage or expense (i) in such proportion as is appropriate to reflect the proportionate relative fault of the indemnifying party on the one hand and the indemnified party on the other (determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or omission relates to information supplied by the indemnifying party or the indemnified party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such untrue statement or omission), or (ii) if the allocation provided by clause (i) above is not permitted by applicable law or provides a lesser sum to the indemnified party than the amount hereinafter calculated, then in such proportion as is appropriate to reflect not only the proportionate relative fault of the indemnifying party and the indemnified party, but also the relative benefits received by the indemnifying party on the one hand and the indemnified party on the other, as well as any other relevant equitable considerations. No indemnified party guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any indemnifying party who was not guilty of such fraudulent misrepresentation.

9. Rule 144. Following execution of this Agreement, the Company will use its commercially reasonable efforts to timely file all reports required to be filed by the Company after the date thereof under the Exchange Act and the rules and regulations adopted by the Commission thereunder, and if the Company is not required to file reports pursuant to such sections, it will prepare and furnish to the BOXL Stockholders and make publicly available in accordance with Rule 144(c) such information as is required for the BOXL Stockholders to sell shares of Common Stock under Rule 144.

10. Miscellaneous.

(a) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the United States of America and the State of New York, both substantive and remedial, without regard to New York conflicts of law principles. Any judicial proceeding brought against either of the parties to this Agreement or any dispute arising out of this Agreement or any matter related hereto shall be brought in the state or federal courts located in the County of New York in the State of New York and, by its execution and delivery of this Agreement, each party to this Agreement accepts the jurisdiction of such courts. The foregoing consent to jurisdiction shall not be deemed to confer rights on any person other than the parties to this Agreement.

(b) Successors and Assigns. Except as otherwise provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, Permitted Assignees, executors and administrators of the parties hereto.

(c) No Inconsistent Agreements. The Company has not entered, as of the date hereof, and shall not enter, on or after the date of this Agreement, into any agreement with respect to its securities that would have the effect of impairing the rights granted to the Holders in this Agreement or otherwise conflicts with the provisions hereof.

(d) Entire Agreement. This Agreement and the documents, instruments and other agreements specifically referred to herein or delivered pursuant hereto constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof.

(e) Notices, etc. All notices, consents, waivers, and other communications which are required or permitted under this Agreement shall be in writing will be deemed given to a party (a) upon receipt, when personally delivered; (b) one (1) Business Day after deposit with an nationally recognized overnight courier service with next day delivery specified, costs prepaid) on the date of delivery, if delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid); (c) the date of transmission if sent by facsimile or e-mail with confirmation of transmission by the transmitting equipment if such notice or communication is delivered prior to 5:00 P.M., New York City time, on a Trading Day, or the next Trading Day after the date of transmission, if such notice or communication is delivered on a day that is not a Trading Day or later than 5:00 P.M., New York City time, on any Trading Day, provided confirmation of facsimile is mechanically or electronically generated and kept on file by the sending party and confirmation of email is kept on file, whether electronically or otherwise, by the sending party and the sending party does not receive an automatically generated message from the recipients email server that such e-mail could not be delivered to such recipient; (d) the date received or rejected by the addressee, if sent by certified mail, return receipt requested, postage prepaid; or (e) seven days after the placement of the notice into the mails (first class postage prepaid), to the party at the address, facsimile number, or e-mail address furnished by the such party,

If to the Company, to:

Boxlight Corporation
1045 Progress Circle
Lawrenceville, GA 30041
Attn : Chief Financial Officer
(360) 464-4478

with copy to:

CKR Law LLP
1330 Avenue of the Americas
14th Floor
Attention: Megan Penick, Partner
Facsimile: 1-212-259-8200
Telephone Number: 1-212-259-7300
E-mail Address: mpenick@ckrlaw.com

if to a BOXL Stockholder, to:

such BOXL Stockholder at the address set forth on the signature page hereto;

or at such other address as any party shall have furnished to the other parties in writing in accordance with this Section 10(f).

(f) Delays or Omissions. No delay or omission to exercise any right, power or remedy accruing to any Holder, upon any breach or default of the Company under this Agreement, shall impair any such right, power or remedy of such Holder nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of any similar breach or default thereunder occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any Holder of any breach or default under this Agreement, or any waiver on the part of any Holder of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement, or by law or otherwise afforded to any holder, shall be cumulative and not alternative.

(g) Counterparts. This Agreement may be executed in any number of counterparts, and with respect to each BOXL Stockholder, by execution of the Signature Page to this Agreement which shall be enforceable against the parties actually executing such counterparts, and all of which together shall constitute one instrument. In the event that any signature is delivered by facsimile transmission or by an e-mail, which contains a portable document format (.pdf) file of an executed signature page, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or e-mail of a .pdf signature page were an original thereof.

(h) Severability. In the case any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(i) Amendments. Except as otherwise provided herein, the provisions of this Agreement may be amended at any time and from time to time, and particular provisions of this Agreement may be waived, with and only with an agreement or consent in writing signed by the Company and the BOXL Stockholders.

[*COMPANY SIGNATURE PAGE FOLLOWS*]

This Agreement is hereby executed as of the date first above written.

THE COMPANY:

Boxlight Corporation

By: _____
Name: Michael Pope
Title: President

BOXL STOCKHOLDERS

_____
Darin Beamish

_____
Silvia Beamish

Address:

_____
_____
_____

_____

Annex A

Boxlight Corporation

Selling Securityholder Notice and Questionnaire

The undersigned beneficial owner of Registrable Securities of Boxlight Corporation, a Nevada corporation (the "Company"), understands that the Company has filed or intends to file with the U.S. Securities and Exchange Commission a registration statement (the "Registration Statement") for the registration and resale under Rule 415 of the Securities Act of 1933, as amended, of the Registrable Securities, in accordance with the terms of the Registration Rights Agreement (the "Registration Rights Agreement") to which this document is annexed. A copy of the Registration Rights Agreement is available from the Company upon request at the address set forth below. All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Registration Rights Agreement.

Certain legal consequences arise from being named as a selling security holder in the Registration Statement and the related prospectus. Accordingly, holders and beneficial owners of Registrable Securities are advised to consult their own securities law counsel regarding the consequences of being named or not being named as a selling security holder in the Registration Statement and the related prospectus.

NOTICE

The undersigned beneficial owner (the "Selling Securityholder") of Registrable Securities hereby elects to include the Registrable Securities owned by it in the Registration Statement.

The undersigned hereby provides the following information to the Company and represents and warrants that such information is accurate:

QUESTIONNAIRE

1. Name:

(a) Full Legal Name of Selling Securityholder

_____

_____

(b) Full Legal Name of Registered Holder (holder of record) (if not the same as (a) above) through which Registrable Securities are held:

_____

_____

_____

(c) If you are not a natural person, full Legal Name of Natural Control Person (which means a natural person who directly or indirectly alone or with others has power to vote or dispose of the securities covered by this Questionnaire):

_____

_____

2. Address for Notices to Selling Securityholder:

_____

_____

_____

Telephone: _____ Fax: _____

Email: _____

Contact Person: _____

3. Broker-Dealer Status:

(a) Are you a broker-dealer?

Yes [ ] No [ ]

(b) If "yes" to Section 3(a), did you receive your Registrable Securities as compensation for investment banking services to the Company?

Yes [ ] No [ ]

Note: If "no" to Section 3(b), the Commission's staff has indicated that you should be identified as an underwriter in the Registration Statement.

(c) Are you an affiliate of a broker-dealer?

Yes [ ] No [ ]

(d) If you are an affiliate of a broker-dealer, do you certify that you purchased the Registrable Securities in the ordinary course of business, and at the time of the purchase of the Registrable Securities to be resold, you had no agreements or understandings, directly or indirectly, with any person to distribute the Registrable Securities?

Yes [ ] No [ ]

Note: If "no" to Section 3(d), the Commission's staff has indicated that you should be identified as an underwriter in the Registration Statement.

_____

4. Beneficial Ownership of Securities of the Company Owned by the Selling Securityholder:

Except as set forth below in this Item 4, the undersigned is not the beneficial or registered owner of any securities of the Company.

(a) Please list the type (common stock, warrants, etc.) and amount of all securities of the Company (including any Registrable Securities) beneficially owned[1] by the Selling Securityholder:

5. Relationships with the Company:

Except as set forth below, neither you nor (if you are a natural person) any member of your immediate family, nor (if you are not a natural person) any of your affiliates[2], officers, directors or principal equity holders (owners of 5% of more of the equity securities of the undersigned) has held any position or office or has had any other material relationship with the Company (or its predecessors or affiliates) during the past three years.

State any exceptions here:

[1] ***Beneficially Owned*****:** A "beneficial owner" of a security includes any person who, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise has or shares (i) ***voting power***, including the power to direct the voting of such security, *or* (ii) ***investment power***, including the power to dispose of, or direct the disposition of, such security. In addition, a person is deemed to have "beneficial ownership" of a security of which such person has the right to acquire beneficial ownership at any time within 60 days, including, but not limited to, any right to acquire such security: (i) through the exercise of any option, warrant or right, (ii) through the conversion of any security or (iii) pursuant to the power to revoke, or the automatic termination of, a trust, discretionary account or similar arrangement.

It is possible that a security may have more than one "beneficial owner," such as a trust, with two co-trustees sharing voting power, and the settlor or another third party having investment power, in which case each of the three would be the "beneficial owner" of the securities in the trust. The power to vote or direct the voting, or to invest or dispose of, or direct the investment or disposition of, a security may be indirect and arise from legal, economic, contractual or other rights, and the determination of beneficial ownership depends upon who ultimately possesses or shares the power to direct the voting or the disposition of the security.

The final determination of the existence of beneficial ownership depends upon the facts of each case. You may, if you believe the facts warrant it, disclaim beneficial ownership of securities that might otherwise be considered "beneficially owned" by you.

2 ***Affiliate*****:** An "affiliate" is a company or person that directly, or indirectly through one or more intermediaries, controls you, or is controlled by you, or is under common control with you.

The undersigned agrees to promptly notify the Company of any inaccuracies or changes in the information provided herein that may occur subsequent to the date hereof at any time while the Registration Statement remains effective.

By signing below, the undersigned consents to the disclosure of the information contained herein in its answers to Items 1 through 5 and the inclusion of such information in the Registration Statement and the related prospectus and any amendments or supplements thereto. The undersigned understands that such information will be relied upon by the Company in connection with the preparation or amendment of the Registration Statement and the related prospectus and any amendments or supplements thereto.

IN WITNESS WHEREOF the undersigned, by authority duly given, has caused this Selling Securityholder Notice and Questionnaire to be executed and delivered either in person or by its duly authorized agent.

BENEFICIAL OWNER (individual)

Signature

Print Name

Signature (if Joint Tenants or Tenants in Common)

BENEFICIAL OWNER (entity)

Name of Entity

Signature

Print Name:

Title:

PLEASE E-MAIL OR FAX A COPY OF THE COMPLETED AND EXECUTED SELLING SECURITYHOLDER NOTICE AND QUESTIONNAIRE, AND RETURN THE ORIGINAL BY OVERNIGHT MAIL, TO:

CKR Law LLP
1330 Avenue of the Americas, 14th Floor
New York, NY 10022
Attention: Megan J. Penick
Facsimile: (212) 259-8200
E-mail Address: mpenick@ckrlaw.com

(Back To Top)

Section 5: EX-3.4

Exhibit 3.4

June 22, 2018

Dermot Sweeney
[Address]

Dear Dermot:

We are pleased to advise you that at the direction of the Board of Directors of Boxlight Corporation, a Nevada corporation (the "Company"), you are hereby notified that the Board has granted you a qualified stock option (the "Option") pursuant to the 2014 Equity Incentive Plan as adopted by the Company and as in effect on the date of the grant (the "Plan").

This Option entitles you to purchase forty thousand (40,000) shares of Class A voting Common Stock of the Company (the "Option Shares") at the price of $5.78 per share (the "Exercise Price") which Exercise Price is payable in cash or by check in United States Dollars, or other property acceptable to the Compensation Committee of the Board of Directors (the "Board"). The date of grant of this Option is June 22, 2018, and it is the determination of the Board that on that date the per share fair market value of the Company's Common Stock was the Exercise Price.

You may exercise the Option only at such time as Options shall have vested in accordance with the four year vesting schedule set forth below. The Option must be exercised, if at all, on or before June 22, 2027 (ten years from the date of grant), after which any unexercised Options will expire. In addition, if you cease for any reason being employed by the Company, or any other subsidiary of the Company, any non-vested Options shall immediately be cancelled as of the date of termination of your employment services.

In all cases, your Option to purchase the Option Shares shall commence to vest immediately. One-quarter (1/4) of the Option Shares shall vest and shall become exercisable on each of June 22, 2019, June 22, 2020, June 22, 2021 and June 22, 2022 (each, a "Vesting Year"). To the extent that you do not exercise a vested Option in any one or more Vesting Year, your right to exercise the Option shall be cumulative and shall carry over to the next succeeding Vesting Years. The Option may not be exercised for fractional shares.

Subject to and contingent upon your one-year anniversary of employment with the Company, you will be granted an Option to purchase an additional forty thousand (40,000) shares of Class A voting Common Stock of the Company (the "Additional Option Shares"). The Additional Option Shares shall be subject to the same method of exercise and four-year vesting schedule as referenced above for the Option Shares.

The Option is subject to the terms, conditions and restrictions of the Plan as in effect on the date of the grant. Copies of the Plan are available to you on request. At the time or times you wish to exercise this Option in whole or in part, please refer to this letter and the provisions of the Plan dealing with methods and formalities of exercising your option.

We look forward to your employment with the Company.

Sincerely,

BOXLIGHT CORPORATION

Michael Pope,
President

Option Grant acknowledged and accepted:

Dermot Sweeney

(Back To Top)

Section 6: EX-99.1

Exhibit 99.1

Boxlight Announces Acquisition of Qwizdom

Company Release - 6/25/2018 8:30 AM ET

Accelerates software strategy and strengthens software development resources

LAWRENCEVILLE, Ga.--(BUSINESS WIRE)-- Boxlight Corporation (Nasdaq: BOXL), a leading provider of interactive technology solutions for the global education market, today announced it has completed the acquisition of Qwizdom, an education software company providing classroom presentation and engagement solutions. The combined emphasis on collaborative software that improves classroom learning results in a win-win partnership for both companies and for the collective customer base. Under the terms of the agreement, Boxlight acquired Qwizdom for cash, debt and common stock valued at approximately $2.5 million.

Founded in 1984 by a science teacher who wanted to improve “in the moment” learning, Qwizdom develops software and hardware solutions that are quick to implement and designed to increase participation, provide immediate data feedback, and, most importantly, accelerate and improve comprehension and learning. The company has offices outside Seattle WA and Belfast N. Ireland and delivers products in 44 languages to customers around the world through a network of partners. Over the last three years alone, over 80,000 licenses have been distributed for the company’s Oktopus interactive whiteboard software and Ximbus, Blend, and Actionpoint360 online solutions.

“We are thrilled to announce that Qwizdom has been acquired by Boxlight. Both companies share a commitment to delivering innovative, easy-to-implement, research-based software solutions, and our cultures and products align exceedingly well,” said Darin Beamish, chief executive officer, Qwizdom Inc. “We will continue to deliver world-class software solutions through our existing partners, and can meet partner and market needs faster by leveraging Boxlight’s considerable resources as a publicly traded company.”

Industry software veteran and Qwizdom CEO, Darin Beamish, will assume the additional role of vice president software development at Boxlight and manage the global comprehensive software product roadmap with the aim to advance comprehension and learning, and accelerate and improve student outcomes. Beamish will continue to enhance the Qwizdom software platform while also leading software development for the Mimio classroom solution suite.

“I want to welcome Darin, the Qwizdom team, respected partners and loyal customers,” said Mark Elliott, chief executive officer of Boxlight. “We admire the leadership team’s tremendous expertise and valued partner relationships and look forward to advancing Qwizdom’s software offerings. Our primary goal is to deliver incremental value while protecting the integrity of our collective assets. Our two companies share synergies and we are dedicated to focus on our expansion strategy of emerging as a global leader and provider of interactive technologies.”

About Boxlight Corporation

Boxlight Corporation (Nasdaq: BOXL) (“Boxlight”) is a leading provider of technology solutions for the global learning market. The company aims to improve learning and engagement in classrooms and to help educators enhance student outcomes, by developing the products they need. The company develops, sells, and services its integrated, interactive solution suite including software, classroom technologies, professional development and support services. For more information about the Boxlight story, visit http://www.boxlight.com.

About Qwizdom

Founded in 1984, Qwizdom is a software development company based in Seattle WA and Belfast N. Ireland, who is dedicated to helping customers communicate, teach, and learn more effectively using technology. The company is focused on providing dynamic tools and materials that boost active engagement, provide instant results and simplify tracking performance data over time. Qwizdom products are used in thousands of schools and by major corporations around the world.

Forward Looking Statements

This press release may contain information about Boxlight's view of its future expectations, plans and prospects that constitute forward-looking statements. Actual results may differ materially from historical results or those indicated by these forward-looking statements because of a variety of factors including, but not limited to, risks and uncertainties associated with its ability to maintain and grow its business, variability of operating results, its development and introduction of new products and services, marketing and other business development initiatives, competition in the industry, etc. Boxlight encourages you to review other factors that may affect its future results in Boxlight’s filings with the Securities and Exchange Commission.

View source version on businesswire.com: https://www.businesswire.com/news/home/20180625005252/en/

Media
Nickel Communications
Charlotte Andrist
+1 770-310-5244
charlotte@nickelcommpr.com
or
Investor Relations
Boxlight Corporation
Michael Pope, +1 360-464-4478
michael.pope@boxlight.com
or
Addo Investor Relations
Laura Bainbridge, +1 310-829-5400
investor.relations@boxlight.com

Source: Boxlight Corporation

(Back To Top)