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

**SCHEDULE 13D**

Under the Securities Exchange Act of 1934  
(Amendment No. 23)

**VOXX INTERNATIONAL CORPORATION**

(Name of Issuer)

Class A Common Stock, \$.01 Par Value  
(Title of Class of Securities)

91829F104  
(CUSIP Number)

Beat M. Kahli  
c/o Avalon Park Group  
3801 Avalon Park East Blvd., Suite 400  
Orlando, FL 32828  
(407) 658-6565

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

August 23, 2024  
(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See § 240.13d-7 for other parties to whom copies are to be sent.

\*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

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**SCHEDULE 13D**

<b>CUSIP No.</b>	91829F104		Page 2 of 8
<b>1</b>	<b>NAME OF REPORTING PERSON</b> I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY) Beat M. Kahli		
<b>2</b>	<b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)</b>		(a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>
<b>3</b>	<b>SEC USE ONLY</b>		
<b>4</b>	<b>SOURCE OF FUNDS (SEE INSTRUCTIONS)</b> WC		
<b>5</b>	<b>CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)</b>		<input type="checkbox"/>
<b>6</b>	<b>CITIZENSHIP OR PLACE OF ORGANIZATION</b> Switzerland		
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	<b>7</b>	<b>SOLE VOTING POWER</b>	0
	<b>8</b>	<b>SHARED VOTING POWER</b>	0
	<b>9</b>	<b>SOLE DISPOSITIVE POWER</b>	0
	<b>10</b>	<b>SHARED DISPOSITIVE POWER</b>	0
<b>11</b>	<b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</b> 0		
<b>12</b>	<b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE(SEE INSTRUCTIONS) (SEE INSTRUCTIONS)</b>		<input checked="" type="checkbox"/>
<b>13</b>	<b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</b> 0%		
<b>14</b>	<b>TYPE OF REPORTING PERSON</b> IN		

**SCHEDULE 13D**

<b>CUSIP No.</b>	91829F104		Page 3 of 8
<b>1</b>	<b>NAME OF REPORTING PERSON</b> I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY) 84-3730393 Avalon Park International, LLC		
<b>2</b>	<b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)</b>		(a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>
<b>3</b>	<b>SEC USE ONLY</b>		
<b>4</b>	<b>SOURCE OF FUNDS (SEE INSTRUCTIONS)</b> WC		
<b>5</b>	<b>CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)</b>		<input type="checkbox"/>
<b>6</b>	<b>CITIZENSHIP OR PLACE OF ORGANIZATION</b> State of Florida		
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>		<b>7</b>	<b>SOLE VOTING POWER</b> 0
		<b>8</b>	<b>SHARED VOTING POWER</b> 0
		<b>9</b>	<b>SOLE DISPOSITIVE POWER</b> 0
		<b>10</b>	<b>SHARED DISPOSITIVE POWER</b> 0
<b>11</b>	<b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</b> 0		
<b>12</b>	<b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE(SEE INSTRUCTIONS)</b> <b>(SEE INSTRUCTIONS)</b>		<input type="checkbox"/>
<b>13</b>	<b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</b> 0%		
<b>14</b>	<b>TYPE OF REPORTING PERSON</b> OO		

**SCHEDULE 13D**

<b>CUSIP No.</b>	91829F104		Page 4 of 8
<b>1</b>	<b>NAME OF REPORTING PERSON</b> I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY) None Avalon Park Group Holding AG		
<b>2</b>	<b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)</b>		(a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>
<b>3</b>	<b>SEC USE ONLY</b>		
<b>4</b>	<b>SOURCE OF FUNDS (SEE INSTRUCTIONS)</b> WC		
<b>5</b>	<b>CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)</b>		<input type="checkbox"/>
<b>6</b>	<b>CITIZENSHIP OR PLACE OF ORGANIZATION</b> Switzerland		
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	<b>7</b>	<b>SOLE VOTING POWER</b>	0
	<b>8</b>	<b>SHARED VOTING POWER</b>	0
	<b>9</b>	<b>SOLE DISPOSITIVE POWER</b>	0
	<b>10</b>	<b>SHARED DISPOSITIVE POWER</b>	0
<b>11</b>	<b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</b> 0		
<b>12</b>	<b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS)</b> (SEE INSTRUCTIONS)		<input checked="" type="checkbox"/>
<b>13</b>	<b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</b> 0%		
<b>14</b>	<b>TYPE OF REPORTING PERSON</b> CO		

## Introduction

This constitutes Amendment No. 23 to the statement on Schedule 13D filed on behalf of Beat M. Kahli, Avalon Park International, LLC and Kahli Holding AG, now known as Avalon Park Group Holding AG, dated as of April 13, 2020 (the "Statement"), relating to the Class A Common Stock, \$0.01 par value per share ("Class A Shares"), of Voxx International Corporation. The purpose of this Amendment No. 23 is to report the sale by the Reporting Persons of all Class A Shares previously held by the Reporting Persons.

### Item 1. Security and Issuer

The Statement on Schedule 13D relates to the Class A Common Stock of Voxx International Corporation (the "Issuer"). The principle offices of the Issuer are located at 2351 J Lawson Blvd., Orlando, FL 32824.

### Item 2. Identity and Background.

- a) This statement is being filed jointly by Beat M. Kahli, Avalon Park International, LLC ("Avalon Park"), a limited liability company organized under the laws of the State of Florida, and Avalon Park Group Holding AG ("Avalon Holding"), a company organized under the laws of Switzerland formerly known as Kahli Holding AG (collectively, the "Reporting Persons").
- b) The business addresses of the Reporting Persons are:
 

Mr. Kahli:	3801 Avalon Park East Blvd., Suite 400, Orlando, FL 32828
Avalon Park:	3801 Avalon Park East Blvd., Suite 400, Orlando, FL 32828
Avalon Holding:	Riesbachstrasse 57, 8008 Zurich-Switzerland
- c) Mr. Kahli, a natural person, is the founder, President and CEO of Avalon Park Group; is the sole manager and controlling member of Avalon Park; and is the controlling shareholder of Avalon Holding. Mr. Kahli has been a director of the Issuer since he was elected on July 29, 2021. On July 19, 2022, Mr. Kahli was appointed as a Co-Vice Chairman of the Board of the Issuer and on February 6, 2023, Mr. Kahli was elected as President of the Issuer. Effective March 1, 2024, Mr. Kahli resigned as President of the Issuer.

Avalon Park is a limited liability company organized under the laws of the State of Florida. Avalon Park is a private investment entity that seeks appreciation of its assets for the benefit of its owners.

Avalon Holding is a company organized under the laws of Switzerland formerly known as Kahli Holding AG. Avalon Holding is a private investment entity that seeks appreciation of its assets for the benefit of its owners. Kahli Holding AG changed its name to Avalon Park Group Holding AG.

- d) Nothing to report for any of the Reporting Persons.
- e) Nothing to report for any of the Reporting Persons.
- f) Mr. Kahli is a citizen of Switzerland.

### Item 3. Source and Amount of Funds or Other Considerations

All of the Class A Shares previously held by Mr. Kahli through Avalon Park and Avalon Holding were purchased using funds from the working capital of Avalon Park and Avalon Holding. Neither Avalon Park nor Avalon Holding purchased any Class A Shares using borrowed funds. In addition, Mr. Kahli previously held 20,000 Class A Shares directly which were granted to him by the Issuer pursuant to the Employment Agreement dated February 6, 2023 between the Issuer and Mr. Kahli.

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**Item 4. Purpose of Transaction**

The Reporting Persons previously acquired the Class A Shares for investment purposes.

Except as set forth herein, the Reporting Persons have no current intention, plan or proposal with respect to items (a) through (j) of Schedule 13D.

On April 29, 2021, GalvanEyes LLC (“GalvanEyes”), an affiliate of the Reporting Persons of which Beat Kahli serves as a Managing Member and holds a controlling membership interest, entered into a distribution agreement (the “Distribution Agreement”) with EyeLock LLC (“EyeLock”), a subsidiary of the Issuer. The effectiveness of the Distribution Agreement was subject to the satisfaction of certain closing conditions including the approval of the Issuer’s stockholders, which approval was obtained at the Issuer’s annual meeting of shareholders held on July 29, 2021. Pursuant to the Distribution Agreement, EyeLock granted to GalvanEyes the right to be the exclusive distributor of EyeLock products in certain specified markets and other markets with EyeLock’s consent. Effective as of March 1, 2024, EyeLock entered into a joint venture agreement with GalvanEyes to engage in a newly formed entity, BioCenturion LLC, to operate its biometrics business. Each of the members will contribute selected assets and liabilities to the joint venture with GalvanEyes controlling the day to day operations. All working capital needs and the funding of losses of the joint venture will be borne by GalvanEyes for the first two years. Mr. Kahli was appointed as Chairman of the Board and Chief Executive Officer of BioCenturion.

Mr. Kahli has been a director of the Issuer since he was elected at the Issuer’s annual meeting of shareholders held on July 29, 2021. On July 19, 2022, Mr. Kahli was appointed as a Co-Vice Chairman of the Board of the Issuer.

On February 6, 2023, Mr. Kahli entered into an employment agreement with the Issuer, through February 29, 2024, to perform the duties and responsibilities of President of the Issuer. In taking on the executive role of President with the Issuer, one of Mr. Kahli’s primary focus areas was building strategic partnerships. Effective as of March 1, 2024, Mr. Kahli resigned as President of the Issuer.

On October 4, 2023, a Stock Purchase Agreement was signed between the Reporting Persons, as Sellers, and Gentex Corporation (NASDAQ: GNTX) (“Gentex”), as Buyer, to sell 50% of the Reporting Persons ownership stake in the Issuer. The first tranche of 1.57 million Class A Shares closed on Friday, October 6, 2023 at \$10.00 per share, representing a 32.5% premium to the Issuer’s current share price as of market close on October 5, 2023. The second tranche of 1.57 million Class A Shares closed on January 5, 2024 at \$10.00 per share, representing a 5.1% premium to the Issuer’s current share price as of market close on January 5, 2024. On August 23, 2024, the Reporting Persons sold their remaining ownership stake in the Issuer to Gentex pursuant to a Stock Purchase Agreement dated as of such date. The decision to sell the remaining portion of the Reporting Persons holdings was about creating value for the Issuer and all of its shareholders by selling to a well-qualified strategic industry partner.

**Item 5. Interest in Securities of the Issuer**

- a) See items 11 and 13 of the cover pages to this Schedule 13D for the aggregate number of shares and percentage of Class A Shares beneficially owned by each of the Reporting Persons as of August 27, 2024.
- b) See items 7 through 10 of the cover pages to this Schedule 13D for the number of Class A Shares beneficially owned by each of the Reporting Persons as to which there is sole power to vote or to direct the vote, shared power to vote or to direct the vote and sole or shared power to dispose or to direct the disposition as of August 27, 2024.
- c) During the period June 28, 2024 through August 27, 2024, the Reporting Persons have affected the following sales of Class A Shares:

<u>Seller</u>	<u>Trade Date</u>	<u>Amount of Shares</u>	<u>Price per Share</u>	<u>Where/How Effected</u>
Avalon Park Group Holding AG	08/23/2024	2,735,000	\$5.00	Private Transaction
Avalon Park International, LLC	08/23/2024	417,500(1)	\$5.00	Private Transaction

- (1) 20,000 of such Class A Shares were sold by Avalon Park on behalf of Mr. Kahli
- d) No other person is known to have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, such Class A Shares.
- e) Not applicable.

**Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer**

The individuals named below are employees and/or affiliates of the Reporting Persons and hold the number of Class A Shares set forth opposite their respective names.

Andreas Derzsi:	2,600 Class A Shares
Augustine M. Fragala, III:	30,000 Class A Shares
Richard Kunz:	34,890 Class A Shares

The Reporting Persons disclaim beneficial ownership of all Class A Shares held by such individuals.

Avalon Park Group Management, Inc., Avalon Park International LLC and Avalon Park Group Holding AG (formerly known as Kahli Holding AG), affiliates of Beat M. Kahli (collectively, "Avalon") entered into a Standstill Agreement, dated November 2, 2020, with the Issuer on customary terms, pursuant to which, among other customary provisions, Avalon agreed not to (a) purchase, offer or agree to purchase, sell, offer or agree to sell or trade in any outstanding equity securities of the Issuer or any rights or options to purchase any such securities, whether by direct purchase, merger or otherwise; or (b) form, join or in any way participate in a group in connection with any of the foregoing. The foregoing description of the Standstill Agreement is qualified in its entirety by reference to such agreement filed as an Exhibit to this Statement as set forth in Item 7. Material to be Filed as Exhibits. The Standstill Agreement terminated on April 15, 2021.

**Item 7. Material to Be Filed as Exhibits**

- 99.1 [Joint Filing Agreement required by Rule 13d-1\(k\)\(1\), as filed April 13, 2020.](#)
  - 99.2 [Standstill Agreement, made and entered into as of November 2, 2020, by and among Voxx International Corporation and Avalon Park Group Management, Inc., Avalon Park International, LLC and Kahli Holding AG, as filed with Amendment No. 11 to the Statement on November 3, 2020.](#)
  - 99.3 [Stock Purchase Agreement, dated as of October 4, 2023, by and among Avalon Park Group Holding AG, Avalon Park International, LLC and Gentex Corporation, as filed with Amendment No. 21 to the Statement on October 10, 2023.](#)
  - 99.4 [Stock Purchase Agreement, dated August 23, 2024, by and among Avalon Park Group Holding AG, Avalon Park International, LLC and Gentex Corporation.](#)
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**SIGNATURES**

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: August 27, 2024

/s/ Beat M. Kahli  
\_\_\_\_\_  
Beat M. Kahli

AVALON PARK INTERNATIONAL, LLC

By: /s/ Beat M. Kahli  
\_\_\_\_\_  
Beat M. Kahli, President

AVALON PARK GROUP HOLDING AG

By: /s/ Beat M. Kahli  
\_\_\_\_\_  
Beat M. Kahli, President

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## EXECUTION VERSION

## STOCK PURCHASE AGREEMENT

This Stock Purchase Agreement (this “Agreement”) is made as of August 23, 2024, by and among Gentex Corporation (the “Purchaser”), and the entities identified on Schedule 1 (each, a “Seller” and collectively, the “Sellers”).

WHEREAS, the Sellers wish to transfer, assign, sell, convey and deliver to the Purchaser, and the Purchaser wishes to purchase from the Sellers, an aggregate of 3,152,500 shares (the “Shares”) of Class A Common Stock, \$0.01 par value per share (the “Class A Common Stock”), of VOXX International Corporation (the “Company”) in the amounts, at the price, on the date and on the terms and subject to the conditions set forth in this Agreement (the “Offering”); and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, and for good and valuable consideration, the Purchaser and each Seller, severally and not jointly, agree as follows:

1. Purchase and Sale of the Shares.

(a) At the closing of the Offering (the “Offering Closing”), and subject to the terms and conditions hereof, each of the Sellers, severally and not jointly, will transfer, assign, sell, convey and deliver to the Purchaser, the number of Shares set forth opposite such Seller’s name in Schedule 1, and the Purchaser will purchase from the Sellers the number of Shares set forth opposite the Purchaser’s name in Schedule 1. In connection with such transfer, each of the Sellers will deliver the Shares to be sold by it to the Purchaser (as provided in Section 2(a) below). In exchange for the transfer of the Shares, the Purchaser will pay each Seller the aggregate amount set forth opposite such Seller’s name in Schedule 1 (the “Purchase Consideration”).

(b) Subject to the satisfaction or waiver of the conditions set forth in Section 5 below (other than conditions that by their nature are to be satisfied at the Offering Closing, but subject to the satisfaction or waiver of those conditions at such time), the Offering Closing shall occur on August 23, 2024 (the “Settlement Date”).

2. Deliveries at Closing.

(a) At the Offering Closing, each Seller shall, severally and not jointly, transfer or cause to be transferred to the Purchaser the number of Shares set forth opposite such Seller’s name in Schedule 1 in electronic form via book-entry record through the Transfer Agent.

(b) At the Offering Closing, the Purchaser shall deliver or cause to be delivered to each Seller the Purchase Consideration set forth opposite such Seller’s name on Schedule 1 by transfer of immediately available funds to the accounts designated by the Sellers.

3. Purchaser Representations. In purchasing the Shares, the Purchaser acknowledges, represents and warrants to the Sellers on the date hereof and on the Settlement Date that:

(a) The Purchaser is an entity duly organized, validly existing and in good standing under the laws of its jurisdiction of organization. The Purchaser has requisite right, power, capacity and authority to enter into, execute, deliver and perform this Agreement.

(b) This Agreement has been duly authorized by the Purchaser, has been duly executed and delivered by the Purchaser and constitutes the legal, valid and binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its terms, except to the extent that enforcement thereof may be limited by bankruptcy, insolvency, reorganization or other laws affecting enforcement of creditors' rights or by general equitable principles.

(c) The purchase of the Shares by the Purchaser hereunder will not conflict with, result in a breach or violation of, or constitute a default under, (i) any law applicable to the Purchaser, (ii) the charter documents of the Purchaser or (iii) the terms of any indenture or other agreement or instrument to which the Purchaser is a party or bound, or any judgment, order or decree applicable to the Purchaser of any court, regulatory body, administrative agency, governmental body or arbitrator having jurisdiction over the Purchaser, except in the cases of (i) and (iii), for any such conflict, breach, violation or default that would not materially and adversely affect the purchase of the Shares and the consummation of the transactions contemplated herein.

(d) No consent, approval, authorization or order of, or filing by the Purchaser with, any court, governmental agency or body or stock exchange is required for the consummation by the Purchaser of its purchase of the Shares hereunder.

(e) The Purchaser has sufficient cash on hand or other sources of immediately available funds to enable it to make payment of the Purchase Consideration and consummate the transactions contemplated by this Agreement.

(f) The Purchaser is a sophisticated investor and has such knowledge in financial and business affairs as to be capable of evaluating the merits and risks of its investment in the Company and is able to bear the economic risk of loss of its investment in the Company. The Purchaser acknowledges that the Sellers and their officers, advisors, counsel and other representatives may possess non-public information regarding the Company not known to the Purchaser that the Purchaser may deem material to its decision to purchase the Shares and the Purchaser hereby waives any claim, or potential claim, it has or may have against any Seller and its officers, advisors and counsel relating to their possession of material non-public information. Except for the express representations and warranties contained in this Agreement, neither the Sellers, nor any of their respective affiliates, attorneys, accountants and financial and other advisors, has made any representations or warranties to the Purchaser.

(g) The Purchaser has no arrangement with any person, directly or indirectly, to participate in the distribution of the Shares.

4. Seller Representations. Each Seller, severally and not jointly, acknowledges, represents and warrants to the Purchaser on the date hereof and on the Settlement Date that:

(a) Such Seller is an entity duly organized and validly existing under the laws of its jurisdiction of organization. Such Seller has requisite right, power, capacity and authority to enter into, execute, deliver and perform this Agreement.

(b) This Agreement has been duly authorized, executed and delivered by such Seller and constitutes the legal, valid and binding obligation of such Seller, enforceable against such Seller in accordance with their terms, except to the extent that enforcement thereof may be limited by bankruptcy, insolvency, reorganization or other laws affecting enforcement of creditors' rights or by general equitable principles.

(c) Such Seller is the record and beneficial owner of the Shares to be sold by it in the Offering, and upon the Offering Closing will transfer to the Purchaser good and marketable title to, or a valid "security entitlement" within the meaning of Section 8-501 of the New York Uniform Commercial Code in respect of, all such Shares, free and clear of any liens, claims, security interests, restrictions, options or other encumbrances of any kind, other than transfer restrictions under federal and state securities laws. Such Seller has not granted any option of any sort with respect to such Shares or any right to acquire such Shares or any interest therein other than to the Purchaser under this Agreement.

(d) The transfer of the Shares to be sold by such Seller in the Offering will not conflict with, result in a breach or violation of, or constitute a default under, (i) any law applicable to such Seller or, (ii) the limited partnership agreement, general partnership agreement or other organizational document, as applicable, of such Seller or (iii) the terms of any indenture or other agreement or instrument to which such Seller is a party or bound, or any judgment, order or decree applicable to such Seller of any court, regulatory body, administrative agency, governmental body or arbitrator having jurisdiction over such Seller, except in the cases of (i) and (iii), for any such conflict, breach, violation or default that would not materially and adversely affect the sale of the Shares and the consummation of the transactions contemplated herein.

(e) No consent, approval, authorization or order of, or filing by such Seller with, any court, governmental agency or body or stock exchange is required for the consummation by such Seller of the sale of the Shares to be sold by such Seller in the Offering, except as may be required by applicable securities laws in connection with the offer and sale of the Shares.

(f) Such Seller has not engaged any investment banker, broker, or finder in connection with the Offering, and no broker's or similar fee is payable by such Seller or

any of its affiliates in connection with the transfer of the Shares owned by such Seller hereunder.

(g) Except for the express representations and warranties contained in this Agreement, neither the Purchaser, nor any of its affiliates, attorneys, accountants and financial and other advisors, has made any representations or warranties to such Seller.

5. Conditions Precedent to Obligations of the Sellers and Purchaser.

(a) The obligations of the Purchaser are subject to the satisfaction of the conditions precedent that (i) the representations and warranties of the Sellers contained herein shall be true and correct as of the date hereof and the Settlement Date (including as if made both on the date hereof and on the Settlement Date), (ii) the Sellers shall have complied with all of their covenants and agreements contained in this Agreement to be performed on or prior to the Settlement Date, and (iii) no order shall have been entered by or with any governmental authority or arbitral body, and no other legal restraint or prohibition shall be in effect, preventing the sale by the Sellers or the purchase by the Purchaser, of the Shares.

(b) The obligations of the Sellers are subject to the satisfaction of the conditions precedent that (i) the representations and warranties of the Purchaser contained herein shall be true and correct as of the date hereof and the Settlement Date (including as if made both on the date hereof and on the Settlement Date), (ii) the Purchaser shall have complied with all of its covenants and agreements contained in this Agreement to be performed on or prior to the Settlement Date, and (iii) no order shall have been entered by or with any governmental authority or arbitral body, and no other legal restraint or prohibition shall be in effect, preventing the sale by the Sellers or the purchase by the Purchaser, of the Shares.

6. Termination.

(a) Notwithstanding any provision in this Agreement to the contrary, this Agreement may be terminated and abandoned at any time prior to the Offering Closing with respect to the applicable parties as follows:

i. by written agreement of the Purchaser, on the one hand, and one or more Sellers, on the other hand, which termination shall be effective as between or among the Purchaser and such Seller(s); or

ii. by the Purchaser or any of the Sellers (but only with respect to such terminating Seller's rights and obligations hereunder) if there shall be any law that makes consummation of the transactions contemplated by this Agreement illegal or otherwise prohibited, or if any judgment, injunction, order or decree of a competent governmental authority enjoining the Company or such Seller from consummating the transactions contemplated by this

Agreement shall have been entered and such judgment, injunction, order or decree shall have become final and nonappealable; provided that the party seeking to terminate this Agreement pursuant to this Section 6(a)(ii) shall have used its commercially reasonable efforts to render inapplicable such law or regulation or remove such judgment, injunction, order or decree prior to such termination.

(b) In the event of termination and abandonment by the Purchaser or any Seller pursuant to Section 6(a), written notice thereof specifying the provision of this Agreement pursuant to which such termination is effected, shall forthwith be given to the other parties hereto, and, solely with respect to a termination by the Purchaser or all of the Sellers, this Agreement shall terminate, and the subscription for the Shares hereunder shall be abandoned. For the avoidance of doubt, a termination by any Seller shall only terminate the rights and obligations of such Seller hereunder and shall not affect the rights and obligations of the other parties hereto. The parties acknowledge that the failure by any one Seller to consummate the subscription for such Seller's Shares shall not affect or modify the obligations of the Purchaser or the other Sellers to consummate the transactions contemplated hereby.

(c) In the event of any termination of this Agreement as provided in Section 6(a) by the Purchaser or all of the Sellers, this Agreement, except for the provisions of this Section 6(c) and Section 7 below, shall terminate and become void and have no effect, without any liability on the part of any party or its directors, officers or stockholders with respect thereto. Notwithstanding the foregoing, nothing in this Section 6(c) shall relieve any party to this Agreement of liability for fraud or any material breach of any covenant or agreement set forth in this Agreement.

#### 7. Miscellaneous.

(a) This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter of this Agreement and supersedes any and all prior agreements related to the subject matter hereof. This Agreement is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. The respective agreements, representations, warranties and other statements of the Purchaser and the Sellers, as set forth in this Agreement, shall remain in full force and effect, regardless of any investigation (or any statement as to the results thereof) made by or on behalf of the Purchaser or the Sellers or any of their respective officers, directors or affiliates, and shall survive delivery of and payment for the Shares. This Agreement may not be assigned by any party without the written consent of the other parties and any such assignment without such written consent shall be void.

(b) Each party shall keep this Agreement and the terms and conditions hereof strictly confidential and shall not disclose them to any third party, provided each party shall be permitted to disclose this Agreement or such information hereunder as is

reasonably required to be disclosed in confidence to its directors, officers, employees, affiliates, owners, counsel, accountants, lenders and advisors (provided, further, however, that such party shall be responsible for any breach of the terms hereof by any such persons) or as otherwise required pursuant to any applicable law, rule or regulation, including those of the U.S. Securities Exchange Commission. Notwithstanding the foregoing, the parties and their respective affiliates shall be permitted to disclose such information regarding the transactions contemplated hereunder in customary confidential communications or disclosures with their current or future limited partners or prospective investors.

(c) If any change in the Class A Common Stock shall occur between the date hereof and immediately prior to the Offering Closing by reason of any reclassification, recapitalization, stock split (including reverse stock split) or combination, exchange or readjustment of shares, or any stock dividend, the number of Shares and the Purchase Consideration shall be appropriately adjusted to reflect such change.

(d) This Agreement may be amended only by written agreement between the parties hereto.

(e) Each party agrees to execute any additional documents and to take any further action as may be necessary or desirable in order to implement the transactions contemplated by this Agreement.

(f) This Agreement shall be governed by and construed under the domestic, substantive laws of the State of New York (without giving effect to any conflict of law or other aspect of New York law that might result in the application of any law other than that of the State of New York).

(g) This Agreement may be executed (and delivered via email or other electronic transmission) in one or more counterparts, each of which constitutes an original (including counterparts delivered by email or other electronic transmission) and is admissible in evidence, and all of which constitute one and the same agreement.

(h) Each party shall bear its own expenses incurred in connection with this Agreement and the consummation of the transactions contemplated hereby.

*[Remainder of Page Intentionally Left Blank]*

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first set forth above.

Purchaser:

**GENTEX CORPORATION**

By: Scott Ryan  
Name: Scott Ryan  
Title: Vice President, General Counsel

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first set forth above.

Sellers:

**AVALON PARK INTERNATIONAL LLC**

By:  \_\_\_\_\_  
Name:  
Title:

**AVALON PARK GROUP HOLDING AG**

By:  \_\_\_\_\_  
Name:  
Title:



Schedule I

<u>Purchaser</u>	<u>Number of Shares to be Purchased</u>	<u>Aggregate Purchase Price</u>
Gentex Corporation Tax ID: 38-2030505	3,152,500 Shares	\$15,762,500

<u>Seller</u>	<u>Shares</u>	<u>Aggregate Purchase Price</u>
Avalon Park International LLC	417,500 Shares	\$2,087,500
Avalon Park Holding AG	2,735,000 Shares	\$13,675,000