CONTROL4 CORP

FORM 8-K
(Current report filing)

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Address	11734 SOUTH ELECTION ROAD SALT LAKE CITY, UT, 84020
Telephone	801-523-3100
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SIC Code	3670 - Electronic Components And Accessories
Industry	Household Electronics
Sector	Technology
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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): **February 6, 2018**

Control4 Corporation
(Exact name of registrant as specified in its charter)

Delaware	**001-36017**	**42-1583209**
(State or other jurisdiction of incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

11734 S. Election Road
Salt Lake City, Utah 84020
(Address of principal executive offices) (Zip Code)

(801) 523-3100
(Registrant's telephone number, including area code)

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

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

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

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

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

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

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☒

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

Item 1.01 Entry into a Material Definitive Agreement.

Third Modificaion Agreement to the Silicon Valley Bank Loan Agreement

On February 6, 2018, Control4 entered into the Third Loan Modification Agreement (the "2018 Loan Amendment") with Silicon Valley Bank, a California corporation ("SVB"), which amends that certain Amended and Restated Loan and Security Agreement dated as of June 17, 2013, between Control4 and SVB (the "2013 Loan Agreement"), which was filed with the SEC as Exhibit 10.11 to Control4's Form S-1 on July 1, 2013 (but subsequently redated by SVB to June 26, 2013), as amended by that certain First Loan Modification Agreement dated as of October 7, 2013, and as further amended by that certain Second Loan Modification Agreement dated as of January 29, 2016.

The 2018 Loan Amendment increases the revolving credit facility from $30,000,000 to $40,000,000 under the terms of the 2013 Loan Agreement (the "New Credit Facility"). All borrowings under the New Credit Facility are collateralized by the general assets of the Company. Amounts borrowed under the New Credit Facility are due and payable in full on the maturity date, which is January 29, 2020. Control4 paid a commitment fee of $100,000 in connection with the New Credit Facility, and will be assessed an unused revolving line facility fee of 0.25% in any quarter where the amount of advances under the New Credit Facility is less than $15,000,000. As a condition of the 2018 Loan Amendment, Control4 must satisfy certain financial covenants set for in the 2013 Loan Agreement as modified.

The foregoing description of the 2018 Loan Amendment is only a summary, does not purport to be complete, and is qualified in its entirety by reference to the full text of the 2018 Loan Amendment, which is attached hereto as Exhibit 10.1 and is incorporated herein by reference.

Item 2.02 Results of Operations and Financial Condition.

On February 8, 2018, Control4 Corporation (the "Company") issued a press release announcing unaudited financial results for its quarter ended December 31, 2017. A copy of the press release is attached as Exhibit 99.1.

In accordance with General Instruction B.2 on Form 8-K, certain of the information in this Current Report on Form 8-K, including Exhibit 99.1, is being furnished under Item 2.02 and shall not be deemed "filed" for the purposes of Section 18 of the Securities Exchange Act of 1934 ("Exchange Act") or otherwise subject to the liability of that section, nor shall such information be deemed incorporated by reference in any filing under the Securities Act of 1933 or the Exchange Act, regardless of the general incorporation language of such filing, except as shall be expressly set forth by specific reference in such filing.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Election of Maria Thomas to the Board

On February 6, 2018, the Board of Directors (the "Board") of the Company voted unanimously to expand the number of the Company's directors to eight and to elect Maria Thomas as a Class III director, to serve until the Company's annual meeting of stockholders in 2019. Ms. Thomas will also serve as a member of the Company's Compensation Committee.

As a non-employee director, Ms. Thomas will receive compensation in the same manner as the Company's other non-employee directors. The Company previously disclosed the terms of non-employee director compensation in its proxy statement on Schedule 14A, filed with the Securities and Exchange Commission on March 21, 2017. Ms. Thomas entered into the Company's standard Indemnification Agreement for Directors, the form of which was included as Exhibit 10.1 to Company's S-1, filed with the Securities and Exchange Commission on July 1, 2013.

There are no arrangements or understandings between Ms. Thomas and any other person pursuant to which Ms. Thomas was elected as a director, and there are no transactions between Ms. Thomas and the Company that would require disclosure under Item 404(a) of Regulation S-K.

In 2016, Ms. Thomas served as the interim CEO and strategic advisor to Glamsquad, a NYC-based startup offering beauty services on demand. Prior to that, from February 2013 to August 2015, Ms. Thomas served as Chief Marketing and Consumer Officer for SmartThings, an early entrant into the DIY smart home market that was acquired by Samsung in 2014. From 2008 to 2010, Ms. Thomas was the first non-founder CEO at Etsy, and under her leadership, Etsy became a trusted global brand with gross merchandise sales of more than $300 million. From 2001 to 2008, she was SVP and GM of NPR Digital, and she help drive NPR's successful transformation from a radio-only company to a multimedia enterprise. Ms. Thomas currently serves on the boards McClatchy (NYSE-American: MNI), and of the privately held digital textile printing and e-commerce company, Spoonflower. Ms. Thomas started her career on Wall Street as a financial analyst and spent seven years as an Investment Officer with the International Finance Corporation, the World Bank's private sector arm. She graduated with honors from Boston University and received her MBA from Northwestern University's Kellogg School of Management.

On February 8, 2018, the Company issued a press release regarding certain of the matters described in this Item 5.02 of this Current Report on Form 8-K, a copy of which is attached hereto as Exhibit 99.2.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description of Exhibits
10.1	Third Loan Modification Agreement, dated February 6, 2018, by and among Silicon Vally Bank and Control4 Corporation
99.1	Earnings press release dated February 8, 2018
99.2	New Director press release dated February 8, 2018

EXHIBIT INDEX

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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.

Date: February 8, 2018

CONTROL4 CORPORATION

By: /s/ Mark Novakovich
Mark Novakovich
Chief Financial Officer

THIRD LOAN MODIFICATION AGREEMENT

This Third Loan Modification Agreement (this " **Loan Modification Agreement** ") is entered into as of February 6, 2018, by and between SILICON VALLEY BANK, a California corporation, with its principal place of business at 3003 Tasman Drive, Santa Clara, California 95054 and with a loan production office located at 2755 East Cottonwood Parkway, Suite 540, Salt Lake City, Utah 84121 (" **Bank** ") and CONTROL4 CORPORATION, a Delaware corporation with its chief executive office located at 11734 S. Election Road, Suite 200, Draper, Utah 84020 (" **Borrower** ") and modifies the Loan Agreement (as defined below) as set forth below.

1. DESCRIPTION OF EXISTING INDEBTEDNESS AND OBLIGATIONS . Among other indebtedness and obligations which may be owing by Borrower to Bank, Borrower is obligated to Bank pursuant to a loan arrangement dated as of June 26, 2013, evidenced by, among other documents, a certain Amended and Restated Loan and Security Agreement dated as of June 26, 2013, between Borrower and Bank, as amended by that certain First Loan Modification Agreement dated as of October 7, 2013, between Borrower and Bank, and as further amended by that certain Second Loan Modification Agreement dated as of January 29, 2016, between Borrower and Bank (as amended, the " **Loan Agreement** "). Capitalized terms used but not otherwise defined herein shall have the same meanings as in the Loan Agreement.

2. DESCRIPTION OF COLLATERAL . Repayment of the Obligations is secured by the Collateral as described in the Loan Agreement (together with any other collateral security granted to Bank, the " **Security Documents** "). Hereinafter, the Security Documents, together with all other documents evidencing or securing the Obligations shall be referred to as the " **Existing Loan Documents** ".

3. DESCRIPTION OF CHANGE IN TERMS .

A. Modifications to Loan Agreement.

1 The Loan Agreement shall be amended by deleting the following Section 6.2(d) ("Compliance Certificate") thereof, in its entirety:

" (d) Compliance Certificate . Within (i) thirty (30) days after the last day of each month during which a Testing Period was in effect at any point, and (ii) forty-five (45) days after the last day of each quarter, a duly completed Compliance Certificate signed by a Responsible Officer, certifying that as of the end of such month or quarter, as applicable, Borrower was in full compliance with all of the terms and conditions of this Agreement, and setting forth calculations showing compliance with the financial covenants set forth in this Agreement and such other information as Bank may reasonably request;"

and inserting in lieu thereof the following:

" (d) Compliance Certificate . Within forty-five (45) days after the last day of each quarter, a duly completed Compliance Certificate signed by a Responsible Officer, certifying that as of the end of such quarter, Borrower was in full compliance with all of the terms and conditions of this Agreement, and setting forth calculations showing compliance with the financial covenants set forth in this Agreement and such other information as Bank may reasonably request;"

2 The Loan Agreement shall be amended by deleting the following Section 6.7 ("Financial Covenants") thereof, in its entirety:

" **6.7 Financial Covenants** . Maintain, on a consolidated basis with respect to Borrower and its Subsidiaries:

(a) Liquidity Coverage . During any Testing Period, to be tested as of the beginning of each Testing Period and as of the last day of each month during which a Testing Period was in effect, a ratio of (i) Borrower's unrestricted and unencumbered cash at Bank plus net billed accounts receivable to (ii) the aggregate amount of outstanding Obligations of Borrower to Bank, of at least 1.50:1.0.

(b) Intentionally Omitted.

(c) Interest Coverage Ratio . To be tested as of the last day of each quarter, an Interest Coverage Ratio of at least 2.0:1.0."

and inserting in lieu thereof the following:

" **6.7 Financial Covenants** . Maintain, on a consolidated basis with respect to Borrower and its Subsidiaries:

(a) Leverage Ratio . To be tested as of the last day of each quarter, a Leverage Ratio not to exceed (i) 3.0:1.0 for the quarters ending March 31, 2018, June 30, 2018 and September 30, 2018, (ii) 2.75:1.0 for the quarters ending December 31, 2018, March 31, 2019 and June 30, 2019, and (iii) 2.50:1.0 for the quarter ending September 30, 2019 and each quarter thereafter.

(b) Liquidity . To be tested as of the last day of each quarter, (i) unrestricted and unencumbered cash and Cash Equivalents in accounts with Bank or Bank's Affiliates, plus (ii) without duplication of (i), amounts held in securities/investment accounts with Bank's Affiliates that are subject to a Control Agreement, plus (iii) the unused Availability Amount on the 2016 Revolving Line, in an amount of at least Fifteen Million Dollars ($15,000,000.00).

(c) Interest Coverage Ratio . To be tested as of the last day of each quarter, an Interest Coverage Ratio of at least 2.0:1.0."

3 The Loan Agreement shall be amended by deleting the following definitions appearing in Section 13.1 thereof:

" " **2016 Revolving Line** " is an aggregate principal amount equal to Thirty Million Dollars ($30,000,000.00)."

" " **2016 Revolving Line Maturity Date** " is January 29, 2018."

" **Permitted Acquisitions** " means the acquisition by Borrower of all or substantially all of the assets of another company or companies (collectively, the " **Target** "), provided that (a) Target is engaged in a similar line of business as Borrower both prior to and after giving effect to such acquisition, (b) such acquisition is non-hostile in nature, (c) no Event of Default has occurred and is continuing or would exist after giving effect to such acquisition, (d) Borrower provides evidence to Bank acceptable to Bank in its sole and absolute discretion that Borrower is and shall be in compliance with the terms of this Agreement both prior to and after giving effect to such acquisition, (e) such acquisition is consummated within a reasonable amount of time, as determined by Bank in its sole and absolute discretion, (f) Borrower shall provide evidence to Bank, acceptable to Bank in its sole and absolute discretion, that immediately after giving effect to such acquisition, that Borrower shall have (i) unrestricted and unencumbered cash and Cash Equivalents in accounts with Bank or Bank's Affiliates, plus (ii) without duplication of (i), amounts held in securities/investment accounts with Bank's Affiliates that are subject to a Control Agreement, plus (iii) the unused Availability Amount on the 2016 Revolving Line, in an amount of at least Thirty Million Dollars ($30,000,000.00) (without taking into account the amount of any potential earn-out payments pursuant to such acquisition), (g) within thirty (30) days after giving effect to such acquisition, upon request of Bank, Borrower shall (i) cause Target to become a co-borrower hereunder and provide to Bank such appropriate financing statements and/or Control Agreements, all in form and substance satisfactory to Bank (including being sufficient to grant Bank a first priority Lien (subject to Permitted Liens) in and to the assets of Target), (ii) provide to Bank appropriate certificates and powers and financing statements, pledging all of the direct or beneficial ownership interest in Target, in form and substance satisfactory to Bank, and (iii) provide to Bank all other documentation in form and substance satisfactory to Bank, including one or more opinions of counsel satisfactory to Bank, which in its opinion is appropriate with respect to the execution and delivery of the applicable documentation referred to above, (h) Borrower remains a separate legal entity following the transactions in connection with and contemplated by such acquisition, (i) prior to the consummation of such acquisition, Borrower delivers to Bank evidence that the assets of Target are free and clear of all Liens, and (j) no Indebtedness, other than Permitted Indebtedness, shall be assumed or incurred by Borrower in connection with such acquisition."

and inserting in lieu thereof the following:

" " **2016 Revolving Line** " is an aggregate principal amount equal to Forty Million Dollars ($40,000,000.00)."

" " **2016 Revolving Line Maturity Date** " is January 29, 2020."

" " **Permitted Acquisitions** " means the acquisition by Borrower of all or substantially all of the assets of another company or companies (collectively, the " **Target** "), provided that (a) Target is engaged in a similar line of business as Borrower both prior to and after giving effect to such acquisition, (b) such acquisition is non-hostile in nature, (c) no Event of Default has occurred and is continuing or would exist after giving effect to such acquisition, (d) Borrower provides evidence to Bank acceptable to Bank in its sole and absolute discretion that Borrower is and shall be in compliance with the terms of this Agreement both prior to and after giving effect to such acquisition, (e) such acquisition is consummated within a reasonable amount of time, as determined by Bank in its sole and absolute discretion, (f) Borrower shall provide evidence to Bank, acceptable to Bank in its sole and absolute discretion, that immediately after giving effect to such acquisition, that Borrower shall have (i) unrestricted and unencumbered cash and Cash Equivalents in accounts with Bank or Bank's Affiliates, plus (ii) without duplication of (i), amounts held in securities/investment accounts with Bank's Affiliates that are subject to a Control Agreement, plus (iii) the unused Availability Amount on the 2016 Revolving Line, in an amount of at least Forty Million Dollars ($40,000,000.00) (without taking into account the amount of any potential earn-out payments pursuant to such acquisition), (g) within thirty (30) days after giving effect to such acquisition, upon request of Bank, Borrower shall (i) cause Target to become a co-borrower hereunder and provide to Bank such appropriate financing statements and/or Control Agreements, all in form and substance satisfactory to Bank (including being sufficient to grant Bank a first priority

Lien (subject to Permitted Liens) in and to the assets of Target), (ii) provide to Bank appropriate certificates and powers and financing statements, pledging all of the direct or beneficial ownership interest in Target, in form and substance satisfactory to Bank, and (iii) provide to Bank all other documentation in form and substance satisfactory to Bank, including one or more opinions of counsel satisfactory to Bank, which in its opinion is appropriate with respect to the execution and delivery of the applicable documentation referred to above, (h) Borrower remains a separate legal entity following the transactions in connection with and contemplated by such acquisition, (i) prior to the consummation of such acquisition, Borrower delivers to Bank evidence that the assets of Target are free and clear of all Liens, and (j) no Indebtedness, other than Permitted Indebtedness, shall be assumed or incurred by Borrower in connection with such acquisition."

4 The Loan Agreement shall be amended by deleting the following definition appearing in Section 13.1 thereof:

" " **Testing Period** " is any time that the sum of Borrower's (i) unrestricted and unencumbered cash and Cash Equivalents at Bank, plus (ii) without duplication of (i), amounts held in securities/investment accounts with Bank's Affiliates that are subject to a Control Agreement, is less than Thirty Million Dollars ($30,000,000.00)."

5 The Compliance Certificate appearing as Exhibit E to the Loan Agreement is hereby replaced with the Compliance Certificate attached as Schedule 1 hereto.

4. FEES . Borrower shall pay to Bank a commitment fee equal to One Hundred Thousand Dollars ($100,000.00), which fee shall be due on the date hereof and shall be deemed fully earned as of the date hereof. Borrower shall also reimburse Bank for all legal fees and expenses incurred in connection with this amendment to the Existing Loan Documents.

5. RATIFICATION OF PERFECTION CERTIFICATE . Borrower hereby ratifies, confirms and reaffirms, all and singular, the terms and disclosures contained in a certain Perfection Certificate dated as of January 29, 2016 delivered by Borrower to Bank, and acknowledges, confirms and agrees the disclosures and information Borrower provided to Bank in the Perfection Certificate has not changed, as of the date hereof.

6. CONSISTENT CHANGES . The Existing Loan Documents are hereby amended wherever necessary to reflect the changes described above.

7. RATIFICATION OF LOAN DOCUMENTS . Borrower hereby ratifies, confirms, and reaffirms all terms and conditions of all security or other collateral granted to the Bank, and confirms that the indebtedness secured thereby includes, without limitation, the Obligations.

8. NO DEFENSES OF BORROWER . Borrower hereby acknowledges and agrees that Borrower has no offsets, defenses, claims, or counterclaims against Bank with respect to the Obligations, or otherwise, and that if Borrower now has, or ever did have, any offsets, defenses, claims, or counterclaims against Bank, whether known or unknown, at law or in equity, all of them are hereby expressly WAIVED and Borrower hereby RELEASES Bank from any liability thereunder.

9. CONTINUING VALIDITY . Borrower understands and agrees that in modifying the existing Obligations, Bank is relying upon Borrower's representations, warranties, and agreements, as set forth in the Existing Loan Documents. Except as expressly modified pursuant to this Loan Modification Agreement, the terms of the Existing Loan Documents remain unchanged and in full force and effect. Bank's agreement to modifications to the existing Obligations pursuant to this Loan Modification Agreement in no way shall obligate Bank to make any future modifications to the Obligations. Nothing in this Loan Modification Agreement shall constitute a satisfaction of the

Obligations. It is the intention of Bank and Borrower to retain as liable parties all makers of Existing Loan Documents, unless the party is expressly released by Bank in writing. No maker will be released by virtue of this Loan Modification Agreement.

10. COUNTERSIGNATURE. This Loan Modification Agreement shall become effective only when it shall have been executed by Borrower and Bank.

[The remainder of this page is intentionally left blank]

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

BORROWER:	**BANK:**
CONTROL4 CORPORATION	**SILICON VALLEY BANK**
By: ______________________	By: ______________________
Name: ______________________	Name: ______________________
Title: ______________________	Title: ______________________

Schedule 1

EXHIBIT E

COMPLIANCE CERTIFICATE

TO: SILICON VALLEY BANK Date:
FROM: CONTROL4 CORPORATION

The undersigned authorized officer of CONTROL4 CORPORATION ("Borrower") certifies that under the terms and conditions of the Amended and Restated Loan and Security Agreement between Borrower and Bank (the "Agreement"):

(1) Borrower is in complete compliance for the period ending with all required covenants except as noted below; (2) there are no Events of Default; (3) all representations and warranties in the Agreement are true and correct in all material respects on this date except as noted below; provided, however, that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof; and provided, further that those representations and warranties expressly referring to a specific date shall be true, accurate and complete in all material respects as of such date; (4) Borrower, and each of its Subsidiaries, has timely filed all required tax returns and reports, and Borrower has timely paid all foreign, federal, state and local taxes, assessments, deposits and contributions owed by Borrower except as otherwise permitted pursuant to the terms of Section 5.9 of the Agreement; and (5) no Liens have been levied or claims made against Borrower or any of its Subsidiaries relating to unpaid employee payroll or benefits of which Borrower has not previously provided written notification to Bank.

Attached are the required documents supporting the certification. The undersigned certifies that these are prepared in accordance with GAAP consistently applied from one period to the next except as explained in an accompanying letter or footnotes. The undersigned acknowledges that no borrowings may be requested at any time or date of determination that Borrower is not in compliance with any of the terms of the Agreement, and that compliance is determined not just at the date this certificate is delivered. Capitalized terms used but not otherwise defined herein shall have the meanings given them in the Agreement.

Please indicate compliance status by circling Yes/No under "Complies" column.

Reporting Covenants	**Required**	**Complies**
Quarterly financial statements	Quarterly within 45 days	Yes No
Compliance Certificate	Quarterly within 45 days	Yes No
Annual financial statement (CPA Audited)	FYE within 90 days	Yes No
10-Q, 10-K and 8-K	Within 5 days after filing with SEC	Yes No
Board-approved projections	Within 30 days prior to FYE	Yes No

Financial Covenants	**Required**	**Actual**	**Complies**
Maintain (tested quarterly)			
Leverage Ratio	:1.0*	:1.0	Yes No
Liquidity	$ 15,000,000	$	Yes No
Interest Coverage Ratio	2.0:1.0	:1.0	Yes No

* *as set forth in Section 6.7(a)*

Performance Pricing

	LIBOR Advance	Primate Rate Advance	Applies
Leverage Ratio ≥ 2.0:1.0 at any time during such period	LIBOR Rate plus 2.75%	Prime Rate plus 0.25%	Yes No
Leverage Ratio < 2.0:1.0 at all times during such period	LIBOR Rate plus 2.50%	Prime Rate plus 0.0%	Yes No

The following financial covenant analyses and information set forth in Schedule 1 attached hereto are true and accurate as of the date of this Certificate.

Other Matters

Have there been any amendments of or other changes to the capitalization table of Borrower and to the Operating Documents of Borrower or any of its Subsidiaries? If yes, provide copies of any such amendments or changes with this Compliance Certificate.	Yes	No

The following are the exceptions with respect to the certification above: (If no exceptions exist, state "No exceptions to note.")

CONTROL4 CORPORATION

By: ____________________
Name: ____________________
Title: ____________________

BANK USE ONLY

Received by: ____________________
AUTHORIZED SIGNER

Date: ____________________

Verified: ____________________
AUTHORIZED SIGNER

Date: ____________________

Compliance Status: Yes No

Schedule 1 to Compliance Certificate

Financial Covenants of Borrower

In the event of a conflict between this Schedule and the Loan Agreement, the terms of the Loan Agreement shall govern.

Dated: _______________

I. **Leverage Ratio** (Section 6.7(a))

Required: To be tested as of the last day of each quarter, a Leverage Ratio not to exceed (i) 3.0:1.0 for the quarters ending March 31, 2018, June 30, 2018 and September 30, 2018, (ii) 2.75:1.0 for the quarters ending December 31, 2018, March 31, 2019 and June 30, 2019, and (iii) 2.50:1.0 for the quarter ending September 30, 2019 and each quarter thereafter.

Actual: _____:1.0

A.	Aggregate value of outstanding Obligations of Borrower to Bank as of the last day of such twelve (12) month period	$ _______
B.	Adjusted EBITDA (during subject twelve (12) month period)	$ _______
C.	Leverage Ratio (line A divided by line B)	________

Is line C equal to or less than _____:1:0?

_______ No, not in compliance _______ Yes, in compliance

II. **Liquidity** (Section 6.7(b))

Required: To be tested as of the last day of each quarter, (i) unrestricted and unencumbered cash and Cash Equivalents in accounts with Bank or Bank's Affiliates, plus (ii) without duplication of (i), amounts held in securities/investment accounts with Bank's Affiliates that are subject to a Control Agreement, plus (iii) the unused Availability Amount on the 2016 Revolving Line, in an amount of at least Fifteen Million Dollars ($15,000,000.00).

Actual: $ ________

A.	Aggregate value of Borrower's unrestricted and unencumbered cash and Cash Equivalents in accounts with Bank or Bank's Affiliates	$ _______
B.	Without duplication, amounts held in securities/investment accounts with Bank's Affiliates that are subject to a Control Agreement	$ _______
C.	Unused Availability Amount on the 2016 Revolving Line	$ _______
D.	Sum of Line A plus Line B plus Line C	$ _______

Is line D equal to or greater than $15,000,000.00?

_______ No, not in compliance _______ Yes, in compliance

III. **Interest Coverage Ratio** (Section 6.7(c))

Required: To be tested as of the last day of each quarter, an Interest Coverage Ratio of at least 2.0:1.0.

Actual: _______:1.0

A. Adjusted EBITDA (during subject twelve (12) month period) $ _______

B. Unfunded capital expenditures (during subject twelve (12) month period) $ _______

C. Cash taxes (during subject twelve (12) month period) $ _______

D. Line A minus Line B minus Line C $ _______

E. Actual interest payments on all outstanding Indebtedness of Borrower (during subject twelve (12) month period) $ _______

F. Interest Coverage Ratio (line D divided by line E) _______

Is line F equal to or greater than 2.0:1:0?

_______ No, not in compliance _______Yes, in compliance

Exhibit 99.1

Control4 Reports Record Revenue and Net Income for Fiscal Year 2017

Continued Connected-Home Opportunities and Operational Focus Drive Financial Results

SALT LAKE CITY — February 8, 2018 4:05 PM EST — Control4 Corporation (NASDAQ: CTRL), a leading global provider of smart-home and networking solutions, today announced financial results for its fourth quarter and fiscal year ended December 31, 2017.

Revenue for the fourth quarter of 2017 was $68.3 million, compared to revenue of $57.4 million for the fourth quarter of 2016, representing quarterly year-over-year growth of 19%. Total revenue for the twelve months ended December 31, 2017 grew 17% year-over-year, from $208.8 million to $244.7 million (including $12.6 million from the sale of Triad Speaker products which we acquired in February 2017).

Net Income for the fourth quarter of 2017 was $6.1 million, or $0.22 per diluted share, compared to Net Income in the fourth quarter of 2016 of $4.0 million, or $0.16 per diluted share. Net Income for the year ended December 31, 2017 was $16.0 million, or $0.60 per diluted share, compared to Net Income of $13.0 million, or $0.53 per diluted share, for the year ended December 31, 2016.

Non-GAAP Net Income for the fourth quarter of 2017 was $11.1 million, or $0.40 per diluted share, compared to Non-GAAP Net Income in the fourth quarter of 2016 of $7.8 million, or $0.31 per diluted share. Non-GAAP Net Income for the year ended December 31, 2017 was $32.1 million, or $1.20 per diluted share, compared to Non-GAAP Net Income of $20.6 million, or $0.85 per diluted share, for the year ended December 31, 2016. A reconciliation of GAAP to non-GAAP financial information is contained in the attached tables.

Unrestricted cash and net investments increased to $86.0 million as of December 31, 2017, compared to $71.7 million as of September 30, 2017 and $61.9 million as of December 31, 2016. This increase reflects free cash flow generation of $11.1 million and $5.7 million received from stock options exercised during the fourth quarter of 2017.

“We closed 2017 with momentum reflected in our strong fourth quarter performance, as we have remained focused on operational improvements and new opportunities designed to increase customer and dealer satisfaction,” said Martin Plaehn, chairman and chief executive officer of Control4. “We continue to execute on our strategies, which include enhancing our award-winning connected home solutions, strengthening our dealer presence around the globe, delivering tools and services to enhance dealer productivity and improve the homeowner experience, and expanding our partner and interoperability ecosystem —all of which contribute to a strengthening of the Control4 family of brands.”

Commenting on the company’s financial results, Mark Novakovich, chief financial officer of Control4, added: “We delivered record results for 2017, including revenue and net income. Fueled by consistently improving cross-company performance, our full-year 2017 Non-GAAP Net Income grew by 56%, year over year, reflecting the operating leverage improvements we made throughout the year and delivering on our commitment to achieve sustainable, profitable growth to enhance long-term shareholder value .”

Share Buy-Back Program

On February 6, 2018, our Board of Directors approved the expansion of our share buy-back program enabling the repurchase of up to $20 million in Control4 stock from time to time in the open market during our open trading windows between now and the end of June 2019.

The Tax Cuts and Jobs Act

On December 22, 2017, the Tax Cuts and Jobs Act was signed into law and among other things reduces the corporate income tax rate to 21%, creates a territorial tax system (with a one-time mandatory tax on previously deferred foreign earnings), requires companies to pay minimum taxes on foreign earnings in excess of specified rates of return, and subjects certain payments from US corporations to foreign related parties to additional taxes.

The reduction in the corporate income tax rate requires a one-time revaluation of our deferred tax assets and liabilities. The Company's net deferred tax asset and the related valuation allowance is expected to decrease by approximately $9.0 million. As the deferred tax asset is fully allowed for, this change in the income tax rate will have no impact on the Company's financial position or results of operations. The Act will result in a lower domestic income tax rate from which Control4 will benefit in the future once the Company fully utilizes its net operating loss and other accumulated tax credits. In addition, the Company will be subject to the one-time mandatory tax on previously deferred foreign earnings. However, due to the valuation allowance and the availability of current and accumulated net operating losses and foreign tax credits, the book tax charge for this one-time mandatory tax is anticipated to be minimal and the cash impact from a Federal perspective will be zero. While the preceding adjustments are the Company's best estimate of the impact of the tax reform as the date of this press release, Control4 will continue to evaluate the impact of the tax reform in 2018, and as allowed by the Securities and Exchange Commission, will update management's estimates as additional information or clarification of the act becomes available.

Implementation of New Revenue Recognition Guidelines

On January 1, 2018, Control4 adopted ASC 606, "Accounting for Contracts with Customers" using the full retrospective method, which means that in future filings the Company will restate each prior reporting period presented. Adoption of ASC 606 did not have a significant impact on Control4's financial statements.

Q1 and 2018 Guidance

Control4 expects revenue in the first quarter of 2018, which is the seasonally low quarter each year, to be between $56.5 million and $58.5 million. Control4 expects non-GAAP Net Income for the first quarter of 2018 to be between $3.5 million and $4.5 million, and based on an expected 27.9 million weighted average shares outstanding (diluted), to be between $0.12 and $0.16 per diluted share. Control4 expects revenue for the full year 2018 to be between $270 million and $274 million. Control4 expects Non-GAAP Net Income to be between $33.5 million and $35.5 million, and based on an expected 28.3 million weighted average shares outstanding (diluted), to be between $1.19 and $1.26 per diluted share.

Control4 does not provide forward guidance on GAAP Net Income because certain non-GAAP adjustments are inherently difficult to forecast, whereas others relate to the amortization or expensing of items tied to historical events. The following table highlights our estimates of non-GAAP stock-based compensation and the amortization of intangible assets reflected in our non-GAAP net income guidance for the first quarter of 2018:

Expense ($ mm)	1Q 2018
Stock-based compensation expense	3.1
Amortization of intangible assets	1.3
Total	4.4

Additional Financial and Operational Metrics

Revenue ($ mm)	4Q 2017	3Q 2017	4Q 2016
North America Core Revenue	51.9	48.7	44.3
International Core Revenue	14.7	14.0	11.9
Other Revenue(1)	1.7	2.0	1.2
Total Revenue	68.3	64.7	57.4

(1)Primarily consists of Hospitality Revenue

	4Q 2017	3Q 2017	4Q 2016
Dealer Adds(2)			
North America	75	69	96
International	57	61	47
Total Dealer Adds	132	130	143
Active Dealers(2), (3)			
North America	3,057	3,019	2,913
International	1,169	1,148	1,050
Total Active Dealers	4,226	4,167	3,963
Total Dealers(2)			
North America	3,174	3,139	2,994
International	1,315	1,283	1,147
Total Dealers	4,489	4,422	4,141
Controller Shipments	30,083	26,814	29,332

(2)These dealer figures only include dealers authorized to sell and install the full Control4 line of products and exclude approximately 1,070 active dealers that are currently authorized to sell only the Pakedge and or Triad brand of products.

(3)We define an active, authorized dealer ("active dealer") as one that has placed an order with us in the trailing 12-month period.

Conference Call

On February 8, 2018, Control4 Corporation (NASDAQ: CTRL) will host an investor conference call and will webcast the event beginning at 3:00 p.m. Mountain Time (5:00 p.m. Eastern Time). To access the conference call, dial 719-325-2390 or 888-287-5530 (toll free) and enter passcode 8260604.

The webcast and replay will be accessible on Control4's investor relations website at http://investor.control4.com/. A replay of the conference call will be available within two hours of the conclusion of the conference through February 22, 2018 . To access the replay, please dial 719-457-0820 or 888-203-1112 and enter passcode 8260604.

About Control4 Corporation:

Control4 [NASDAQ: CTRL] is a leading global provider of automation and networking systems for homes and businesses, offering personalized control of lighting, music, video, comfort, security, communications, and more into a unified smart home system that enhances the daily lives of its consumers. Control4 unlocks the potential of connected devices, making networks more robust, entertainment systems easier to use, homes more comfortable and energy efficient, and provides families more peace of mind. Today, every home and business needs automation horsepower and a high-performance network to manage the increasing number of connected devices. The Control4 platform interoperates with more than 11,000 third-party consumer electronics products, ensuring an ever-expanding ecosystem of devices will work together. Control4 is now available in approximately 100 countries. Leveraging a professional channel that includes over 5,500 custom integrators, retailers, and distributors authorized to sell the full-line of Control4 products, Pakedge branded networking solutions and Triad branded speakers, Control4 is delivering intelligent solutions for consumers, major consumer electronics companies, hotels, and businesses around the world.

Forward-Looking Statements

This press release contains "forward-looking statements" within the meaning of the "safe harbor" provisions of the Private Securities Litigation Reform Act of 1995, including but not limited to, statements regarding Control4's financial outlook. All statements other than statements of historical fact contained in this press release are forward-looking statements. These forward-looking statements are made as of the date they were first issued, and were based on the then-current expectations, estimates, forecasts, and projections, as well as the beliefs and assumptions of management. Forward-looking statements are subject to a number of risks and uncertainties, many of which involve factors or circumstances that are beyond Control4's control. Control4's actual results could differ materially from those stated or implied in forward-looking statements due to a number of factors, including but not limited to, risks detailed in Control4's most recent Annual Report on Form 10-K, as well as subsequent reports and documents filed with the Securities and Exchange Commission. Past performance is not necessarily indicative of future results. The forward-looking statements included in this press release represent Control4's views as of the date of this press release. The company anticipates that subsequent events and developments may cause its views to change. Control4 has no intention and undertakes no obligation to update or revise any forward-looking statements, whether as a result of new information, future events, or otherwise. These forward-looking statements should not be relied upon as representing Control4's views as of any date subsequent to the date of this press release.

Non-GAAP Financial Measures

Control4's stated results include certain non-GAAP financial measures, including non-GAAP gross margin, non-GAAP gross margin percentage, non-GAAP income (loss) from operations, non-GAAP operating income percentage, non-GAAP net income (loss), and non-GAAP net income (loss) per diluted share. Non-GAAP gross margin excludes non-cash expenses related to stock-based compensation, certain tax items, amortization of intangible assets, and acquisition-related costs. We further exclude expenses related to executive severance and litigation settlements from non-GAAP income from operations and non-GAAP net income.

Management believes that it is useful to exclude stock-based compensation expense because the amount of such expense in any specific period may not directly correlate to the underlying performance of the business operations.

The company has recently completed acquisitions that resulted in operating expenses that would not have otherwise been incurred. Management has provided supplementary non-GAAP financial measures, which exclude acquisition-related expense items, to allow more accurate comparisons of the financial results to historical operations, forward-looking guidance and the financial results of less acquisitive peer companies. Management considers these types of costs and adjustments, to a great extent, to be unpredictable and dependent on a significant number of factors that are outside of the company's control. Furthermore, the company does not consider these acquisition-related costs and adjustments to be related to the organic continuing operations of the acquired businesses and are generally not relevant to assessing or estimating the long-term performance of the acquired assets. In addition, the size, complexity and/or volume of past acquisitions, which often drives the magnitude of acquisition-related costs, may not be indicative of the size, complexity and/or volume of future acquisitions. By excluding acquisition-related costs and adjustments from the non-GAAP measures, management is better able to evaluate the ability to utilize its existing assets and estimate the long-term value that acquired assets will generate. The company believes that providing a supplemental non-GAAP measure which excludes these items allows management and investors to consider the ongoing operations of the business both with, and without, such expenses.

These acquisition-related costs are included in the following categories: (i) professional service fees, recorded in operating expenses, which include third-party costs related to the acquisition, and legal and other professional service fees associated with diligence, entity formation and corporate structuring, disputes and regulatory matters related to acquired entities; (ii) transition and integration costs, recorded in operating expenses, which include retention payments, transitional employee costs, earn-out payments treated as compensation expense, as well as the costs of integration-related services provided by third parties; and (iii) acquisition-related adjustments which include adjustments to acquisition-related items such as being required to record acquired inventory at its fair value, resulting in a step-up in the inventory value, and having to reverse part of our valuation allowance in order to offset the deferred tax liability that was recorded based on differences between the book and tax basis of assets acquired and liabilities assumed. The step-up in inventory is recorded through cost of goods sold when the inventory is sold, resulting in a negative impact to our gross margin. Although these expenses are not recurring with respect to past acquisitions, the company will generally incur these expenses in connection with any future acquisitions.

The company excludes the amortization of acquired intangible assets from non-GAAP measures. These amounts are inconsistent in amount and frequency and are significantly impacted by the timing and size of acquisitions. Providing a supplemental measure which excludes these charges allows management and investors to evaluate results "as-if" the acquired intangible assets had been developed internally rather than acquired. Although the company excludes amortization of acquired intangible assets from non-GAAP measures, management believes that it is important for investors to understand that such intangible assets contribute to revenue generation. Amortization of intangible assets that relate to past acquisitions will recur in future periods until such intangible assets have been fully amortized. Future acquisitions may result in the amortization of additional intangible assets.

Furthermore, we believe it is useful to exclude expenses related to litigation settlements and executive severance because of the variable and unpredictable nature of these expenses which are not indicative of past or future operating performance. We believe that past and future periods are more comparable if we exclude those expenses.

Our non-GAAP results also exclude the one-time financial impact of the “Tax Cuts and Jobs Act” (the “Tax Act”) as well as adjustments to deferred tax assets resulting from a non-cash write-off on an intra-entity transfer of intangible assets. This is consistent with our practice of excluding large, one-time items in non-GAAP results.

Management believes these adjustments provide useful comparative information to investors. Non-GAAP results are presented for supplemental informational purposes only for understanding the operating results. The non-GAAP results should not be considered a substitute for financial information presented in accordance with generally accepted accounting principles, and may be different from non-GAAP measures used by other companies. The non-GAAP financial measures may not provide information that is directly comparable to that provided by other companies in the industry, as other companies in the industry may calculate non-GAAP financial results differently, particularly related to non-recurring, unusual items. Management urges investors to review the reconciliation of non-GAAP financial measures to the comparable GAAP financial measures included below, and not to rely on any single financial measure to evaluate the business.

CONTROL4 CORPORATION

CONSOLIDATED BALANCE SHEETS

(in thousands, except share data)

	December 31, 2017	December 31, 2016
Assets		
Current assets:		
Cash and cash equivalents	$ 29,761	$ 34,813
Restricted cash	273	247
Short-term investments	44,057	22,970
Accounts receivable, net	29,925	24,727
Inventories	37,171	26,231
Prepaid expenses and other current assets	4,369	3,662
Total current assets	145,556	112,650
Property and equipment, net	7,337	6,463
Long-term investments	12,038	4,008
Intangible assets, net	26,081	23,120
Goodwill	21,867	16,809
Other assets	1,576	2,008
Total assets	$ 214,455	$ 165,058
Liabilities and stockholders' equity		
Current liabilities:		
Accounts payable	$ 25,654	$ 17,010
Accrued liabilities	10,835	8,912
Current portion of deferred revenue	2,311	1,553
Total current liabilities	38,800	27,475
Other long-term liabilities	882	701
Total liabilities	39,682	28,176
Commitments and contingencies	—	—
Stockholders' equity:		
Common stock, $0.0001 par value; 500,000,000 shares authorized; 25,832,895 and 23,729,780 shares issued and outstanding at December 31, 2017 and December 31, 2016, respectively	3	2
Additional paid-in capital	242,281	220,370
Accumulated deficit	(66,980)	(82,626)
Accumulated other comprehensive loss	(531)	(864)
Total stockholders' equity	174,773	136,882
Total liabilities and stockholders' equity	$ 214,455	$ 165,058

CONTROL4 CORPORATION
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(in thousands, except per share data)

	Three Months Ended December 31, 2017	Three Months Ended December 31, 2016	Year Ended December 31, 2017	Year Ended December 31, 2016
	(unaudited)			
Revenue	$ 68,339	$ 57,367	$ 244,725	$ 208,802
Cost of revenue	33,658	27,820	120,230	105,123
Gross margin	34,681	29,547	124,495	103,679
Operating expenses:				
Research and development	10,392	9,277	40,638	35,985
Sales and marketing	11,743	10,097	47,825	42,198
General and administrative	5,513	5,030	21,926	20,309
Litigation settlement	—	75	—	475
Total operating expenses	27,648	24,479	110,389	98,967
Income from operations	7,033	5,068	14,106	4,712
Other income (expense), net:				
Interest, net	185	28	409	45
Other income (expense), net:	(261)	(281)	(78)	(587)
Total other income (expense), net	(76)	(253)	331	(542)
Income before income taxes	6,957	4,815	14,437	4,170
Income tax expense (benefit)	899	801	(1,542)	(8,784)
Net income	$ 6,058	$ 4,014	$ 15,979	$ 12,954
Net income per common share:				
Basic	$ 0.24	$ 0.17	$ 0.64	$ 0.55
Diluted	$ 0.22	$ 0.16	$ 0.60	$ 0.53
Weighted-average number of shares:				
Basic	25,550	23,682	24,803	23,402
Diluted	27,911	24,990	26,775	24,360

Stock-based compensation included in the consolidated statement of operations data:

	Three Months Ended December 31, 2017	Three Months Ended December 31, 2016	Year Ended December 31, 2017	Year Ended December 31, 2016
	(unaudited)			
Cost of revenue	$ 66	$ 43	$ 251	$ 171
Research and development	1,032	763	4,242	3,256
Sales and marketing	831	668	3,662	2,273
General and administrative	985	963	3,950	2,670
Total stock-based compensation expense	$ 2,914	$ 2,437	$ 12,105	$ 8,370

CONTROL4 CORPORATION
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(in thousands)

	Years Ended December 31,	
	2017	2016
Operating activities		
Net income	$ 15,979	$ 12,954
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation expense	3,686	3,318
Amortization of intangible assets	5,212	4,598
Loss on disposal of fixed assets	1	13
Provision for doubtful accounts	815	345
Investment discount and premium amortization	(109)	339
Stock-based compensation	12,105	8,370
Tax benefit from business acquisition	(2,257)	(9,402)
Deferred tax asset adjustment	767	—
Changes in assets and liabilities:		
Accounts receivable, net	(5,116)	(3,765)
Inventories	(9,324)	(1,589)
Restricted cash	(3)	—
Prepaid expenses and other current assets	(593)	1,184
Other assets	(178)	(295)
Accounts payable	6,370	(32)
Accrued liabilities	(441)	1,999
Deferred revenue	747	471
Other long-term liabilities	(171)	(553)
Net cash provided by operating activities	27,490	17,955
Investing activities		
Purchases of available-for-sale investments	(76,796)	(19,227)
Proceeds from sales of available-for-sale investments	3,955	900
Proceeds from maturities of available-for-sale investments	43,780	42,203
Purchases of property and equipment	(3,952)	(2,682)
Business acquisitions, net of cash acquired	(9,258)	(32,891)
Net cash used in investing activities	(42,271)	(11,697)
Financing activities		
Proceeds from exercise of options for common stock	16,959	3,437
Payments for taxes related to net share settlement of equity awards	(5,534)	—
Repurchase of common stock	(1,821)	(3,242)
Repayment of notes payable	—	(913)
Proceeds from revolving credit facility	—	5,000
Repayment of revolving credit facility	—	(5,000)
Payment of debt issuance costs	—	(89)
Net cash provided by (used in) financing activities	9,604	(807)
Effect of exchange rate changes on cash and cash equivalents	125	(168)
Net change in cash and cash equivalents	(5,052)	5,283
Cash and cash equivalents at beginning of period	34,813	29,530
Cash and cash equivalents at end of period	$ 29,761	$ 34,813
Supplemental disclosure of cash flow information		
Cash paid for interest	$ 57	$ 204
Cash paid for taxes	1,292	1,115
Supplemental schedule of non-cash investing and financing activities		
Landlord paid tenant improvements	—	39
Business acquisitions holdback liability	1,414	—
Purchases of property and equipment financed by accounts payable	351	135
Net unrealized gains (losses) on available-for-sale investments	(47)	46

CONTROL4 CORPORATION
RECONCILIATION OF NON-GAAP FINANCIAL MEASURES
(unaudited)

	Three Months Ended December 31,		Year Ended December 31,	
	2017	2016	2017	2016
	(in thousands, except percentages and per share data)			
Reconciliation of Gross Margin to Non-GAAP Gross Margin:				
Gross margin	$ 34,681	$ 29,547	$ 124,495	$ 103,679
Stock-based compensation expense in cost of revenue	66	43	251	171
Amortization of intangible assets in cost of revenue	797	786	3,164	3,052
Acquisition-related costs in cost of revenue	63	(11)	228	2,162
Non-GAAP gross margin	$ 35,607	$ 30,365	$ 128,138	$ 109,064
Revenue	$ 68,339	$ 57,367	$ 244,725	$ 208,802
Gross margin percentage	50.7%	51.5%	50.9%	49.7%
Non-GAAP gross margin percentage	52.1%	52.9%	52.4%	52.2%
Reconciliation of Income (Loss) from Operations to Non-GAAP Income (Loss) from Operations:				
Income (loss) from operations	$ 7,033	$ 5,068	$ 14,106	$ 4,712
Stock-based compensation expense	2,914	2,437	12,105	8,370
Amortization of intangible assets	1,327	1,205	5,212	4,598
Acquisition-related costs	89	(9)	535	3,451
Litigation settlements	—	75	—	475
Executive severance	—	—	—	157
Non-GAAP income (loss) from operations	$ 11,363	$ 8,776	$ 31,958	$ 21,763
Revenue	$ 68,339	$ 57,367	$ 244,725	$ 208,802
Operating margin percentage	10.3%	8.8%	5.8%	2.3%
Non-GAAP operating margin percentage	16.6%	15.3%	13.1%	10.4%
Reconciliation of Net Income (Loss) to Non-GAAP Net Income (Loss):				
Net income (loss)	$ 6,058	$ 4,014	$ 15,979	$ 12,954
Stock-based compensation expense	2,914	2,437	12,105	8,370
Amortization of intangible assets	1,327	1,205	5,212	4,598
Acquisition-related costs	247	31	(1,722)	(5,911)
Litigation settlements	—	75	—	475
Executive severance	—	—	—	157
Impact of the Tax Act	(223)	—	(223)	—
Deferred tax asset adjustment	767	—	767	—
Non-GAAP net income (loss) (1)	$ 11,090	$ 7,762	$ 32,118	$ 20,643
Non-GAAP net income (loss) (1) per common share:				
Basic	$ 0.43	$ 0.33	$ 1.29	$ 0.88
Diluted	$ 0.40	$ 0.31	$ 1.20	$ 0.85
Weighted-average number of shares:				
Basic	25,550	23,682	24,803	23,402
Diluted	27,911	24,990	26,775	24,360

(1) Excludes the calculated effect of non-GAAP adjustments on income tax expense of $0.4 million and $1.4 million for the three-month period and year ended December 31, 2017, respectively

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Source: Control4 Corporation

Exhibit 99.2

PRESS RELEASE

Control4 Expands Board of Directors

Appoints Maria Thomas to Bring Additional Strategic Marketing and Business Expertise to Control4's Board of Directors

SALT LAKE CITY, UT. — February 8, 2018 — Control4 Corporation (NASDAQ: CTRL) today announced that Maria Thomas has joined its Board of Directors and will also serve on its Compensation Committee.

Ms. Thomas is an accomplished Internet executive and entrepreneur, with 20 years of experience building high growth consumer-focused digital businesses. Most recently, she was CMO at SmartThings where she helped lead the smart home technology company to a successful acquisition by Samsung in 2014. Previously, Ms. Thomas served as CEO of Etsy (NASDAQ: ETSY) where she led the company through an extraordinary phase of growth and internationalization. Maria also led NPR's transition into a digital and multimedia enterprise and was an early product leader at Amazon.com.

"Maria brings deep digital operating and leadership experience to the Control4 Board, and she has a strong track record for driving brand-based experiences that consumers embrace," said Martin Plaehn, chairman and chief executive officer of Control4. "We look forward to applying Maria's vast experience and thinking to help shape our strategies, plans, and priorities as we continue to work to accelerate Control4's growth."

"The global smart home market potential is significant," said Ms. Thomas. "Control4's easy-to-use products, reliable platform, broad device ecosystem, and knowledgeable pro-installer network give the company a powerful base from which to grow, and I look forward to collaborating with Control4's directors and management to continue building the business and delivering shareholder value."

In addition to Control4 (NASDAQ CTRL), Ms. Thomas also currently serves on the boards of McClatchy (NYSE-American: MNI) and privately-held Spoonflower. Ms. Thomas is also an active angel investor and advisor in several early-stage startups. She graduated with honors from Boston University and received her MBA from Northwestern University's Kellogg School of Management.

For more information on Control4 visit www.control4.com.

<u>About Control4</u>

Control4 [NASDAQ: CTRL] is a leading global provider of automation and networking systems for homes and businesses, offering personalized control of lighting, music, video, comfort, security, communications, and more into a unified smart home system that enhances the daily lives of its consumers. Control4 unlocks the potential of connected devices, making networks more robust, entertainment systems easier to use, homes more comfortable and energy efficient, and provides families more peace of mind. Today, every home and business needs automation *horsepower and a high-performance network to manage the increasing number of connected devices. The Control4 platform interoperates with over 11,000 third-party consumer electronics products, ensuring an ever-expanding ecosystem of devices will work together. Control4 is now available in over 100 countries. Leveraging a professional distribution channel that includes over 5,500 custom integrators, retailers, and distributors authorized to sell the full-line of Control4 products, Pakedge branded networking solutions and Triad Speakers, Control4 is delivering intelligent solutions for consumers, major consumer electronics companies, hotels, and businesses around the world.*

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Source: Control4