

**ASSET PURCHASE AGREEMENT**

**by and among**

**ARSP LLC,**

**AS ACQUISITION LLC**

**and**

**ARTSPACE MARKETPLACE, INC.**

**Dated as of August 12, 2014**

## ASSET PURCHASE AGREEMENT

AGREEMENT, dated as of August 12, 2014 (this "Agreement"), by and among ARSP LLC, a Delaware limited liability company ("Parent"), AS Acquisition LLC, a Delaware limited liability company and a wholly-owned subsidiary of Parent ("Buyer"), and Artspace Marketplace, Inc., a Delaware corporation (the "Company").

### RECITALS

The board of directors of the Company has approved and declared advisable this Agreement and the sale of substantially all of the assets and liabilities of the Company to Buyer upon the terms and subject to the conditions set forth in this Agreement.

Accordingly, in consideration of the mutual representations, warranties, covenants and agreements contained in this Agreement, the parties to this Agreement, intending to be legally bound, agree as follows:

### ARTICLE I

#### THE SALE

Section 1.1 The Sale. Upon the terms and subject to the conditions set forth in this Agreement, upon the Closing contemplated below (a) the Company shall sell, transfer and assign to Buyer all of its Assets except the Excluded Assets, and Buyer shall assume from the Company all of the Assumed Liabilities (together, the "Sale"), and (b) Buyer shall pay to the Company, as consideration for the Sale, \$4.75 million, payable in cash as provided below (the "Consideration"). As used in this Agreement,

(a) "Assets" means all of the Company's right, title and interest in assets (including inventory, equipment, supplies and other personal property), properties (including Intellectual Property), whether real, personal or mixed, tangible and intangible, of every kind and description, whether or not reflected on the books and records of the Company and wherever located, and (without limiting the foregoing) including the contracts and agreements listed on Exhibit A (the "Assumed Contracts"), all accounts receivable accrued after the Closing, all customer lists, all books and records (financial and otherwise) relating to the foregoing;

(b) "Intellectual Property" means (x) all patents, trademarks, copyrights, trade secrets, software (including the [REDACTED] URL, source code, object code and documentation related thereto) and internet assets; (y) all licenses, sublicenses and other agreements or permissions related to the property or rights described in clause (x); and (z) all rights to sue at law or in equity for any infringement or other impairment of any of the property or rights described in clause (x), including the right to collect damages and proceeds therefrom; in each case as used in connection with or otherwise related to the business of the Company and as such property and rights exist in all jurisdictions throughout the world, to the extent owned by, licensed to, or otherwise used by the Company (and, for the avoidance of doubt, including all rights in respect of the Company's name);

(c) “Excluded Assets” means (r) all accounts receivable of the Company accrued on or prior to the Closing, (s) cash and cash equivalents of the Company, (t) all advisor agreements, (u) prepayments and retainers on deposit with the Company’s counsel, (v) claims or rights for tax refunds, estimated tax payments or prepayments, (w) all rights under or in respect of the Company’s insurance policies (including refunds with respect to any prepayments) and claims thereunder, (x) all rights under or in respect of this Agreement, (y) corporate minute books, stock transfer books and similar records of the Company, and tax records and other records which the Company is required by law to retain (except that Buyer shall be entitled to a copy thereof if and to the extent it may be useful to its operation of the business following the Closing Date) and (z) documents that relate to the Company’s corporate existence, this Agreement and/or the Sale; and

(d) “Assumed Liabilities” means (x) all obligations under the Assumed Contracts, excluding commissions or other obligations that in accordance with the applicable Assumed Contract relate to revenues received by the Company on or prior to the Closing but including liabilities (if any) arising from non-compliance with non-assignment provisions of the Assumed Contracts, and (y) other accounts payable due in the ordinary course of business for current periods listed on Exhibit A, which are either invoiced to the Company or directly billed to the Company’s corporate American Express card after August 14, 2014. For the avoidance of doubt, Assumed Liabilities do not include (A) any liabilities of the Company for income or other taxes or any liabilities for taxes for any period (or portion thereof) ending on or before the Closing Date, (B) any obligations arising under or in connection with the negotiation, preparation and performance of this Agreement and the Sale (except for transfer taxes arising as a result thereof), (C) any obligations or liabilities to lenders to the Company or any of the holders of its shares of common or preferred stock (in each case in their capacity as such), (D) any obligations or liabilities (including severance payments) of the Company associated with the services of employees of the Company rendered prior to the Closing, including any severance costs associated with any employees of the Company that do not become employees of Buyer in accordance with Section 4.8 (“Severance Costs”), (E) any liabilities in relation to any suits, actions or proceedings that are pending or have been threatened in writing as of the Closing (of which none have been disclosed to Buyer), (F) unless expressly assumed herein, liabilities to the extent actually covered by the Company’s insurance policies and (G) any commissions or other obligations payable under Assumed Contracts with respect to revenues received on or prior to the Closing.

Section 1.2 Closing. Subject to the satisfaction or waiver of all of the conditions to closing contained in ARTICLE V, the closing of the Sale (the “Closing”) shall take place (a) at 10:00 ■■■ on August 14, 2014, provided that the conditions (other than any conditions that by their nature are to be satisfied at the Closing) have been satisfied or waived in accordance with this Agreement by such date, or (b) at such other time or on such other date as Parent and the Company may agree. The date on which the Closing occurs is referred to as the “Closing Date.” At the Closing, (1) Buyer shall assume all of the Company’s rights and obligations under the Assumed Contracts pursuant to a bill of sale and assignment and assumption agreement in form to be agreed (a “Bill of Sale”) and (2) the other Assets shall be sold, conveyed, transferred, assigned and delivered pursuant to the Bill of Sale. Buyer will pay all sales, transfer, or other similar tax, if any, due in connection with the Sale of the Assets to Buyer under this Agreement. Buyer understands that any inventory, Assets, and business of the

Company is transferred “as is”, “where is” and without any other representation or warranty of any nature whatsoever, except as provided below.

Section 1.3 Deposit. On the date hereof, Buyer shall pay a cash deposit of \$500,000 (the “Deposit”) to Pillsbury Winthrop Shaw Pittman LLP (the “Escrow Agent”), which will separately agree with each of the parties to this Agreement to hold and dispose of the Deposit in accordance with the terms of this Agreement. At the Closing, the Deposit shall be released by the Escrow Agent and used to pay the Consideration in accordance with Section 1.4.

Section 1.4 Payment of Consideration. Upon the Closing:

- (a) the Escrow Agent shall release the Deposit to the Company; and
- (b) Buyer shall pay the Company the balance of the Consideration by wire transfer of immediately available funds.

Section 1.5 Application of Consideration to Discharge Debt and Other Liabilities of the Company.

- (a) On the Closing Date the Company shall pay to each of the creditors listed on Exhibit B the amount necessary to discharge the Company’s indebtedness to each such creditor in full.
- (b) Following the Closing, the Company shall timely pay (i) all commissions payable under the Assumed Contracts with respect to revenues received on or prior to the Closing and (ii) all other current accounts payable other than those that are Assumed Liabilities.
- (c) No distribution shall be made to any holders of the outstanding shares of the Company in respect of the shares until all payments referred to in Section 1.5(a) and Section 1.5(b) as of the Closing have been fully discharged, or appropriate cash reserves have been made, by the Company.

Section 1.6 Allocation of Consideration. The Consideration shall be allocated among the Assets other than the Excluded Assets in a manner to be determined by Buyer. The Company and Buyer agree to use the allocations determined pursuant to this Section 1.6 for all tax purposes, including those matters subject to Section 1060 of the Code, as amended, and the regulations thereunder.

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company represents and warrants to Parent and Buyer that:

Section 2.1 Organization and Power. The Company is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of organization.

The Company has the requisite power and authority to own, lease and operate its assets and properties and to carry on its business as now conducted.

Section 2.2 Corporate Authorization. The Company has all necessary corporate power and authority to enter into this Agreement and, subject to adoption of this Agreement by the affirmative vote of (i) the holders of a majority of the outstanding shares of the Company (common stock, Series A preferred stock and Series B preferred stock voting together as a class), (ii) the holders of a majority of the outstanding common stock, (iii) the holders of a majority of the outstanding shares of the Series A preferred stock and Series B preferred stock, voting together as a single class, and (iv) the holders of a majority of the outstanding shares of the Series B preferred stock (collectively, the "Requisite Company Votes"), to consummate the Sale and other transactions contemplated by this Agreement.

(a) The board of directors of the Company has unanimously adopted resolutions: (i) approving and declaring advisable the Sale, this Agreement and the transactions contemplated by this Agreement; (ii) declaring that it is in the best interests of the stockholders of the Company that the Company enters into this Agreement and consummate the Sale upon the terms and subject to the conditions set forth in this Agreement; (iii) directing that adoption of this Agreement be submitted to a vote at a meeting of the stockholders of the Company (or action by written consent in lieu thereof) for approval by the Requisite Company Votes; and (iv) recommending to the stockholders of the Company that they adopt this Agreement.

(b) The execution, delivery and performance of this Agreement by the Company and the consummation by the Company of the transactions contemplated by this Agreement have been duly and validly authorized by all necessary corporate action on the part of the Company, subject to the Requisite Company Votes.

Section 2.3 Enforceability. This Agreement has been duly executed and delivered by the Company and constitutes a legal, valid and binding agreement of the Company, enforceable against the Company in accordance with its terms.

Section 2.4 Liabilities. Exhibit B sets forth a true and complete list of all outstanding indebtedness of the Company, including the name of the creditor and amount required to be paid by the Company to discharge such indebtedness in full upon the Closing. To the knowledge of the Company, there are no material liabilities or obligations of any kind, whether accrued, contingent or otherwise (collectively, "Liabilities") of the Company, other than (i) the indebtedness set forth on Exhibit B, (ii) executory obligations under contracts, (iii) Severance Costs, (iv) up to \$750,000 of accounts payable arising in the ordinary course on or prior to the Closing and (v) other Liabilities arising in the ordinary course of business of the Company after the Closing Date.

Section 2.5 Voting. The Requisite Company Votes are the only votes of the holders of any class or series of the capital stock of the Company necessary (under the Company organizational documents, the DGCL, other applicable laws or otherwise) to approve and adopt this Agreement, the Sale and the other transactions contemplated by this Agreement.

Section 2.6 No Other Representations and Warranties. Except for the representations and warranties contained in this Article II (including the related portions of the Exhibit B), neither the Company nor any other person has made or makes any other express or implied representation or warranty, either written or oral, on behalf of the Company, including any representation or warranty as to the accuracy or completeness of any information regarding the Assets furnished or made available to Buyer and its representatives or as to the future revenue, profitability or success of the Business, or any representation or warranty arising from statute or otherwise in law.

### ARTICLE III

#### REPRESENTATIONS AND WARRANTIES OF PARENT

Parent represents and warrants to the Company that:

Section 3.1 Organization and Power. Each of Parent and Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of its jurisdiction of organization. Each of Parent and Buyer has the requisite power and authority to own, lease and operate its assets and properties and to carry on its business as now conducted.

Section 3.2 Corporate Authorization. Each of Parent and Buyer has all necessary corporate power and authority to enter into this Agreement and to consummate the transactions contemplated by this Agreement. The execution and delivery and performance of this Agreement by each of Parent and Buyer and the consummation by each of Parent and Buyer of the transactions contemplated by this Agreement have been duly and validly authorized by all necessary corporate action on the part of Parent and Buyer.

Section 3.3 Enforceability. This Agreement has been duly executed and delivered by each of Parent and Buyer and constitutes a legal, valid and binding agreement of each of Parent and Buyer, enforceable against each of them in accordance with its terms.

Section 3.4 Sufficiency of Funds. Buyer has sources of immediately available funds to enable it to make payment of the Consideration and consummate the transactions contemplated by this Agreement.

Section 3.5 Independent Investigation. Each of Parent and Buyer have conducted their own independent investigation, review and analysis of the Assets, and acknowledges that it has been provided adequate access to the personnel, properties, assets, premises, books and records, and other documents and data of the Company for such purpose. Parent and Buyer acknowledge and agree that: (a) in making its decision to enter into this Agreement and to consummate the transactions contemplated hereby, Parent and Buyer have relied solely upon their own investigation and the express representations and warranties of the Company set forth in Article II of this Agreement; and (b) neither the Company nor any other Person has made any representation or warranty as to the Company, the Assets or this Agreement, except as expressly set forth in Article II of this Agreement.

## ARTICLE IV

### COVENANTS

Section 4.1 Public Announcements. Buyer and the Company shall consult with each other before issuing any press release or otherwise making any public statements about this Agreement or any of the transactions contemplated by this Agreement. Neither Buyer nor the Company shall issue any such press release or make any such public statement prior to such consultation, except to the extent required by applicable laws, in which case that party shall use its reasonable commercial efforts to consult with the other party before issuing any such release or making any such public statement.

Section 4.2 Fees, Costs and Expenses. Whether or not the Sale is consummated, all expenses (including those payable to representatives) incurred by any party to this Agreement or on its behalf in connection with this Agreement and the transactions contemplated by this Agreement (“Expenses”) shall be paid by the party incurring those Expenses, except as otherwise provided in Section 6.5.

Section 4.3 Interim Operations. From the date of this Agreement through the Closing Date, the Company will continue to operate its business in the ordinary course, and shall (without limiting the foregoing) apply all cash on hand and received to pay its expenses (including payroll and related taxes) in the ordinary course.

Section 4.4 Change of Corporate Name. Promptly following the Closing the Company shall change its name to a corporate name not including the word “ArtSpace” or any variation thereof.

Section 4.5 Payments Received after Closing. If and to the extent that on or after the Closing the Company receives payment under or in respect of any accounts receivable accrued after the Closing, Assumed Contracts, or other Assets transferred to Buyer hereunder, the Company will hold such amounts in trust for Buyer’s account and promptly forward such amounts to Buyer’s bank account (as notified to the Company from time to time). If and to the extent that on or after the Closing Buyer or Parent receives payment under or in respect of any Excluded Assets, Buyer or Parent (as applicable) will hold such amounts in trust for the Company’s account and promptly forward such amounts to the Company’s bank account (as notified to Buyer from time to time).

Section 4.6 Books and Records. In order to facilitate the resolution of any claims made against or incurred by the Company prior to the Closing, or for any other reasonable purpose, for a period of two (2) years after the Closing, Buyer shall:

(a) retain the books and records (including personnel files) relating to periods prior to the Closing in a manner reasonably consistent with the prior practices of the Company; and

(b) upon reasonable notice, afford the Company's representatives reasonable access (including the right to make, at the Company's expense, photocopies), during normal business hours, to such books and records.

In order to facilitate the resolution of any claims made by or against or incurred by Parent or Buyer after the Closing, or for any other reasonable purpose, for a period of two (2) years after the Closing, the Company shall:

(c) retain the books and records (including personnel files) of the Company which relate to the Assets, Assumed Liabilities and its operations for periods prior to the Closing; and

(d) upon reasonable notice, afford Buyer's representatives reasonable access (including the right to make, at Buyer's expense, photocopies), during normal business hours, to such books and records.

Neither Parent nor Buyer, on the one hand, nor Seller, on the other hand, shall be obligated to provide the other party/ies with access to any books or records (including personnel files) pursuant to this Section 4.6 where such access would violate any law.

Section 4.7 Bulk Sales Laws. The parties hereby waive compliance with the provisions of any bulk sales, bulk transfer or similar laws of any jurisdiction that may otherwise be applicable with respect to the sale of any or all of the Assets to Buyer.

Section 4.8 Employees. Buyer shall deliver to each of the employees of the Company listed on Exhibit C an employment offer letter on terms no less favorable than those in place with the Company as of the date hereof.

Section 4.9 Further Assurances. Following the Closing, each of the parties hereto shall, and shall cause their respective affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the other transaction documents.

Section 4.10 Orderly Wind-down of the Company. Following the Closing, Buyer and its affiliates will provide reasonable administrative support to the Company in connection with the Company's wind-down of operations, discharge of obligations and liquidation, at no charge to the Company, and will also pay one-half of the legal expenses associated with such wind-down and liquidation (such one-half not to exceed \$12,500).

## ARTICLE V

### CONDITIONS

Section 5.1 Conditions to Each Party's Obligation to Effect the Sale. The obligation of each party to this Agreement to effect the Sale is subject to the satisfaction or

waiver on or prior to the Closing Date of the condition that this Agreement shall have been duly adopted by the Requisite Company Votes.

Section 5.2 Conditions to Obligations of Buyer. The obligations of Buyer to effect the Sale are also subject to the satisfaction (or waiver by Buyer) on or prior to the Closing Date of the following conditions:

(a) Representations and Warranties. The representations and warranties of the Company set forth in this Agreement shall be true and correct in all material respects, as though made on and as of the Closing Date.

(b) Performance of Obligations. The Company shall have performed in all material respects all obligations required to be performed by it under this Agreement at or prior to the Closing Date.

(c) Officer's Certificate. Buyer shall have received a certificate, signed by the chief executive officer of the Company, certifying as to the matters set forth in Section 5.2(a) and Section 5.2(b).

(d) FIRPTA Certificate. Parent shall have received a certificate stating that the Company is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended, which certificate shall set forth all information required by, and otherwise be executed in accordance with, Treasury Regulations Section 1.1445-2(b)(2).

Section 5.3 Frustration of Closing Conditions. None of the parties to this Agreement may rely on the failure of any condition set forth in this ARTICLE V to be satisfied if such failure was caused by such party's failure to use commercially reasonable efforts to consummate the Sale and the other transactions contemplated by this Agreement.

## ARTICLE VI

### TERMINATION AND WAIVER

Section 6.1 Termination by Mutual Consent. This Agreement may be terminated at any time prior to the Closing by mutual written consent of Buyer and the Company.

Section 6.2 Termination by Either Buyer or the Company. This Agreement may be terminated by either Buyer or the Company by written notice at any time prior to the Closing:

(a) if the Sale has not been consummated by the close of business on August 15, 2014, except that the right to terminate this Agreement under this clause shall not be available to any party to this Agreement whose failure to fulfill any of its obligations has been a principal cause of, or resulted in, the failure to consummate the Sale by such date;

(b) if the Requisite Company Votes have not been obtained; or

- (c) if any law or court order prohibits consummation of the Sale.

Section 6.3 Termination by Buyer. This Agreement may be terminated by Buyer by written notice at any time prior to the Closing if:

(a) the Company breaches any of its representations, warranties, covenants or agreements contained in this Agreement, which breach (i) would give rise to the failure of a condition set forth in Section 5.2(a) or Section 5.2(b) and (ii) has not been cured by the Company within 2 business days after the Company's receipt of written notice of such breach from Buyer; or

(b) Buyer's due diligence review of the Company and its business reveals, prior to Closing, that any of the Company's database, assets and liabilities, or technology platform materially and adversely differs from what has been represented in writing to Buyer in the information listed on Exhibit D, taken as a whole.

Section 6.4 Effect of Termination. If this Agreement is terminated pursuant to this ARTICLE VI, it shall be of no further force and effect, with no liability on the part of any party to this Agreement (or any stockholder, director, officer, employee, agent or representative of such party), except that (a) if such termination results from the willful (i) failure of any party to perform its obligations or (ii) breach by any party of its representations or warranties contained in this Agreement, then such party shall be liable for any liabilities incurred or suffered by the other parties as a result of such failure or breach; and (b) Section 4.2, this Section 6.4, Section 6.5 and ARTICLE VII of this Agreement shall survive any termination of this Agreement.

Section 6.5 Expenses and Deposit Following Termination. Except as set forth in this Section 6.5 and Section 1.2, all Expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid in accordance with the provisions of Section 4.2. The Escrow Agent shall release the Deposit:

(a) to the Company if this Agreement is validly terminated by the Company pursuant to Section 6.2(a) as a result of a material breach of this Agreement by Buyer; or

(b) to Buyer if this Agreement is validly terminated pursuant to Section 6.1, Section 6.2(b), Section 6.2(c) or Section 6.3 or validly terminated by Buyer pursuant to Section 6.2(a).

Section 6.6 Extension; Waiver. At any time prior to the Closing, Parent and Buyer, on the one hand, and the Company, on the other hand, may (a) extend the time for the performance of any of the obligations of the other party, (b) waive any inaccuracies in the representations and warranties of the other party contained in this Agreement or in any document delivered under this Agreement or, (c) subject to applicable laws, waive compliance with any of the covenants or conditions contained in this Agreement. Any agreement on the part of a party to any extension or waiver shall be valid only if set forth in an instrument in writing signed by such party. The failure of any part to assert any of its rights under this Agreement or otherwise shall not constitute a waiver of such rights.

## ARTICLE VII

### MISCELLANEOUS

Section 7.1 Interpretation. Headings in this Agreement are for reference only and shall not affect the meaning or interpretation of this Agreement. Definitions shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. All references in this Agreement to Articles, Sections and Exhibits shall refer to Articles and Sections of, and Exhibits to, this Agreement unless the context shall require otherwise. The words “include,” “includes” and “including” shall not be limiting and shall be deemed to be followed by the phrase “without limitation.” Unless the context shall require otherwise, any agreements, documents, instruments or laws defined or referred to in this Agreement shall be deemed to mean or refer to such agreements, documents, instruments or laws as from time to time amended, modified or supplemented, including (a) in the case of agreements, documents or instruments, by waiver or consent and (b) in the case of laws, by succession of comparable successor statutes. All references in this Agreement to any particular law shall be deemed to refer also to any rules and regulations promulgated under that law. References to a person also refer to its predecessors and permitted successors and assigns.

Section 7.2 Survival. None of the representations and warranties contained in this Agreement or in any instrument delivered under this Agreement shall survive the Closing. This Section 7.2 shall not limit any covenant or agreement of the parties to this Agreement which, by its terms, contemplates performance after the Closing.

Section 7.3 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

Section 7.4 Submission to Jurisdiction. The parties to this Agreement (a) irrevocably submit to the personal jurisdiction of the federal courts of the United States of America and the courts of the State of New York located in the New York County, New York and (b) waive any claim of improper venue or any claim that those courts are an inconvenient forum. The parties to this Agreement agree that mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 7.6 or in such other manner as may be permitted by applicable laws, shall be valid and sufficient service thereof.

Section 7.5 Waiver of Jury Trial. Each party acknowledges and agrees that any controversy which may arise under this Agreement is likely to involve complicated and difficult issues and, therefore, each such party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated by this Agreement. Each party to this Agreement certifies and acknowledges that (a) no representative of any other party has represented, expressly or otherwise, that such other party would not seek to enforce the foregoing waiver in the event of a legal action, (b) such party has considered the implications of this waiver, (c) such party makes this waiver voluntarily, and (d) such party has been induced to enter into this Agreement by, among other things, the mutual waivers and certifications in this Section 7.5.

Section 7.6 Notices. Any notice, request, instruction or other communication under this Agreement shall be in writing and delivered by hand or overnight courier service or by facsimile or email:

If to Parent or Buyer, to:

ARSP LLC  
c/o Elysium Management  
445 Park Avenue, Suite 1401  
New York, NY 10022  
Facsimile: 1 [REDACTED]  
Attention: Keith Fox & Eileen Alexanderson  
email: [REDACTED]

with a copy to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP  
1285 Avenue of the Americas  
New York, NY 10019  
Facsimile: 1 [REDACTED]  
Attention: David K. Lakhdhir  
email: [REDACTED]

If to the Company, to:

Artspace Marketplace, Inc.  
75 Broad Street, 26th Floor  
New York, NY 10004  
Facsimile: 1 [REDACTED]  
Attention: Catherine Levene  
email: [REDACTED] with a copy to:

Pillsbury Winthrop Shaw Pittman LLP  
1540 Broadway  
New York, NY 10036  
Facsimile: 1 [REDACTED]  
Attention: Ronald A. Fleming, Jr.  
email: [REDACTED]

or to such other persons, addresses or facsimile numbers or email addresses as may be designated in writing by the person entitled to receive such communication as provided above. Each such communication shall be effective (a) if delivered by hand, when such delivery is made at the address specified in this Section 7.6, (b) if delivered by overnight courier service, the next business day after such communication is sent to the address specified in this Section 7.6, or (c) if delivered by facsimile or email, when such facsimile or email is transmitted to the facsimile number or email addressed specified in this Section 7.6 and appropriate confirmation is received.

Section 7.7 Entire Agreement. This Agreement (including the Exhibits to this Agreement) constitutes the entire agreement and supersedes all other prior agreements, understandings, representations and warranties, both written and oral, among the parties to this Agreement with respect to the subject matter of this Agreement. No representation, warranty, inducement, promise, understanding or condition not set forth in this Agreement has been made or relied upon by any of the parties to this Agreement.

Section 7.8 Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions of this Agreement. If any provision of this Agreement, or the application of that provision to any person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted for that provision in order to carry out, so far as may be valid and enforceable, the intent and purpose of the invalid or unenforceable provision and (b) the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of that provision, or the application of that provision, in any other jurisdiction.

Section 7.9 Rules of Construction. The parties to this Agreement have been represented by counsel during the negotiation and execution of this Agreement and waive the application of any laws or rule of construction providing that ambiguities in any agreement or other document shall be construed against the party drafting such agreement or other document.

Section 7.10 Assignment. This Agreement shall not be assignable by operation of law or otherwise.

Section 7.11 Remedies. Except as otherwise provided in this Agreement, any and all remedies expressly conferred upon a party to this Agreement shall be cumulative with, and not exclusive of, any other remedy contained in this Agreement, at law or in equity. The exercise by a party to this Agreement of any one remedy shall not preclude the exercise by it of any other remedy.

Section 7.12 Specific Performance. The parties to this Agreement agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties to this Agreement shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in any court of the United States or any state having jurisdiction, this being in addition to any other remedy to which they are entitled at law or in equity.

Section 7.13 Counterparts; Effectiveness. This Agreement may be executed in any number of counterparts, all of which shall be one and the same agreement. This Agreement shall become effective when each party to this Agreement shall have received counterparts signed by all of the other parties.

Section 7.14 No Third Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing

herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

[signature page follows]

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officers of the parties to this Agreement as of the date first written above.

ARSP LLC

By: \_\_\_\_\_  
Name: Keith Fox  
Title: Manager

AS ACQUISITION LLC

By: \_\_\_\_\_  
Name: Keith Fox  
Title: Manager

ARTSPACE MARKETPLACE, INC.

By: \_\_\_\_\_  
Name: Catherine Levene  
Title: Chief Executive Officer

**Exhibit A:**  
**Assumed Contracts**

	<b>COUNTERPARTY TO THE CONTRACT</b>	<b>DATE OF THE CONTRACT</b>
<b>I. CONSULTING CONTRACTS</b>		
1.	Form – Standard Consulting Agreement	Undated
2.	Dana Gertz	January 10, 2013
3.	Colins Hynes	July 26, 2011
4.	iTechArt Group	July 8, 2013
5.	Laura J Folco	May 21, 2012
6.	Sean Smith	June 11, 2013
7.	Shulman Fleming & Partners	November 10, 2010
<b>II. EDITORIAL CONTRACTS</b>		
8.	Ashton Cooper	September 27, 2012
9.	Chloe Wyma	March 12, 2012
10.	Ian Wallace	March 3, 2014
11.	Katherine Wolf	March 7, 2013
12.	Noelle Bodick	January 20, 2014
13.	Rebekah Huber	January 6, 2012
14.	Sara Blazej	July 23, 2012
15.	Sarah Dickerson	April 2, 2012
16.	Shiyin Lin	July 16, 2012
17.	Taylor Fisch	January 27, 2014
18.	Walter Robinson	February 19, 2013
<b>III. MARKETING CONTRACTS</b>		
19.	Criteo IO	Undated
20.	Google, Inc.	Undated
21.	January Digital	August 12, 2013
<b>IV. SUPPLY PARTNERSHIP CONTRACTS</b>		
22.	303 Gallery	March 10, 2011
23.	Acria	March 6, 2012
24.	Alexander and Bonin	August 14, 2012

	<b>COUNTERPARTY TO THE CONTRACT</b>	<b>DATE OF THE CONTRACT</b>
25.	Alexis Rockman	Undated
26.	Alice Quaresma	May 8, 2014
27.	Allegra LaViola Gallery	June 22, 2012
28.	Almine Rech Gallery	June 27, 2012
29.	Alteria Art	February 21, 2014
30.	Altman Siegel	June 3, 2013
31.	Anat Ebgi	July 13, 2012
32.	Anderson Ranch Arts Centre	Undated
33.	Andrew Rafacz	August 31, 2012
34.	Andy DuCett	June 27, 2014
35.	Anna Orłowska	March 27, 2014
36.	Anthony Meier Fine Arts	March 12, 2013
37.	Anton Kern Gallery	January 22, 2014
38.	Aperture Foundation	August 8, 2013
39.	Art In General	May 25, 2011
40.	Art on the Unground	August 20, 2013
41.	Art Plural Gallery	Undated
42.	Art Production Fund	Undated
43.	ART21	January 29, 2014
44.	Artadia	February 18, 2014
45.	Artis – Contemporary Israeli Art Fund, Inc.	May 1, 2010
46.	Artis Contemporary Israeli Art Fund	January 23, 2012
47.	ARTISTS OF THE WORLD	October 13, 2011
48.	Artists Space	December 14, 2011
49.	Assouline Publishing	September 27, 2013
50.	Aziz+Cucher	April 3, 2012
51.	Barbara Krakow Gallery	January 23, 2013
52.	Bass Museum	June 10, 2014
53.	Bastienne Schmidt	March 21, 2011
54.	Beijing X + Q International	June 4, 2013

	<b>COUNTERPARTY TO THE CONTRACT</b>	<b>DATE OF THE CONTRACT</b>
55.	Bernstein & Andriulli	Undated
56.	Billy Sullivan	November 7, 2011
57.	Bitforms Gallery	June 27, 2012
58.	Blair Seagram	August 25, 2012
59.	Boltax Gallery	April 26, 2012
60.	Bonni Benrubi Gallery	December 14, 2011
61.	Bortolami Gallery	February 1, 2013
62.	Brand New Gallery	May 3, 2013
63.	Brion Nuda Rosch	January 21, 2011
64.	Broadway 1602	March 15, 2014
65.	Brooke Alexander, Inc.	May 22, 2013
66.	Brooklyn Academy of Music	January 25, 2011
67.	Brooklyn Museum of Art	May 3, 2011
68.	Bryan Rowe	January 26, 2012
69.	Bryce Wolkowitz Gallery	August 15, 2012
70.	Burt Barr	April 13, 2011
71.	C24 Gallery	August 17, 2012
72.	Camden Arts Centre	January 13, 2013
73.	Cang Xin	March 29, 2012
74.	Carolina Nitsch Contemporary Art LLC	April 22, 2013
75.	Casa Dragones	March 14, 2013
76.	Catherine Edelman Gallery	March 1, 2012
77.	Charity Global, Inc.	Undated
78.	Chelouche Gallery	January 13, 2013
79.	Chemould Prescott Road	September 11, 2012
80.	Cherry and Martin	December 6, 2011
81.	Children's Cancer Blood Foundation	July 28, 2011
82.	Chinati Foundation	April 30, 2012
83.	Chisenhale Gallery	Undated
84.	Churner & Churner	May 19, 2014

	<b>COUNTERPARTY TO THE CONTRACT</b>	<b>DATE OF THE CONTRACT</b>
85.	Clifford Ross Studio, Inc.	April 4, 2011
86.	CMANY	May 20, 2013
87.	Concept Art Gallery	February 1, 2013
88.	Contemporary Art Museum St. Louis	August 9, 2013
89.	Corbett vs. Dempsey	September 4, 2012
90.	Counter Editions	August 7, 2012
91.	Courtney Smith	May 11, 2011
92.	Creative Time	August 5, 2011
93.	CRG Gallery	June 15, 2011
94.	Cristin Tierney	February 25, 2012
95.	Crown Point Press	March 7, 2011
96.	Cyril Christo / Marie Wilkinson	February 17, 2012
97.	Dan Cooper	January 18, 2011
98.	Daniel Rich	Undated
99.	Darren Wardle	Undated
100.	David A. Brown	Undated
101.	David De Buck	February 28, 2013
102.	David Levinthal	Undated
103.	David Salle	December 7, 2011
104.	David Zwirner	August 2, 2011
105.	Delita Martin	July 2, 2014
106.	Derrier L'Etoile Studios	August 28, 2013
107.	Dia: Beacon	August 9, 2013
108.	Diane Villani Editions	November 21, 2013
109.	Dieu Donne	May 23, 2012
110.	Donald Baechler	April 8, 2011
111.	Douglas Geraghty	July 21, 2010
112.	Dustin Yellin	September 19, 2011
113.	Dvir Galler	December 5, 2012
114.	Dzine Studio, Inc.	February 7, 2014

	<b>COUNTERPARTY TO THE CONTRACT</b>	<b>DATE OF THE CONTRACT</b>
115.	Eduardo Sarabia	September 15, 2013
116.	Electric Works	April 30, 2012
117.	Eleven Rivington	January 26, 2012
118.	Elle Muliarchyk	Undated
119.	Ellen Priest	April 17, 2012
120.	Eli Sudbrak (AVAF)	April 15, 2011
121.	Flux Projects	August 24, 2010
122.	Ever Gold Gallery	April 5, 2012
123.	Experimenter	August 16, 2012
124.	Feature Inc.	February 25, 2012
125.	Fleisher/Ollman Gallery	September 5, 2012
126.	Foley	April 14, 2012
127.	Foundation for Contemporary Arts	August 8, 2013
128.	Fraenkel Gallery	June 3, 2013
129.	Francesca DiMattio	September 30, 2011
130.	Franklin Furnace Archive, Inc.	October 12, 2012
131.	Friedrich Petzel Gallery	June 9, 2011
132.	Gabriel Dawe	July 7, 2014
133.	Galerie Eva Presenhuber	March 7, 2012
134.	Galerie Lelong	January 24, 2012
135.	Galerie Lelong Paris	April 2, 2013
136.	Galerie Perrotin	November 21, 2013
137.	Galerie PUSH	September 29, 2010
138.	Galerie Stanislas Bourgain	October 31, 2013
139.	Gallery km	February 22, 2012
140.	Gering and Lopez Gallery	May 30, 2013
141.	Gilman Contemporary	May 3, 2012
142.	Guild Hall	March 17, 2014
143.	HADA Contemporary	April 30, 2013
144.	Hank Willis Thomas	April 17, 2012

	<b>COUNTERPARTY TO THE CONTRACT</b>	<b>DATE OF THE CONTRACT</b>
145.	Harold Ross	May 24, 2012
146.	Headlands Center for the Arts	April 30, 2012
147.	Hespe Gallery	May 4, 2012
148.	Highlight	October 26, 2012
149.	Honor Fraser	September 11, 2012
150.	i8 Gallery	January 30, 2012
151.	If We Were Two	March 20, 2014
152.	Independent Curators International	October 31, 2013
153.	Institution of Contemporary Art, Philadelphia	August 2, 2011
154.	International Print Center	March 26, 2013
155.	Isaac Julien	February 3, 2012
156.	Jack Fischer Gallery	May 1, 2012
157.	Jack Hanley	December 11, 2013
158.	James Cohan Gallery	March 10, 2011
159.	Jason Jagel	May 11, 2012
160.	Jay Battle	February 21, 2012
161.	Jean Pagliuso Studio	February 11, 2012
162.	Jeremy Kost	June 14, 2011
163.	Jessica Silverman	July 20, 2011
164.	John Newman	April 25, 2012
165.	John Szoke	August 27, 2013
166.	Jonathan Monaghan	July 2, 2014
167.	Jose Iraola	November 1, 2011
168.	Jotta	August 20, 2012
169.	JRSA	January 20, 2012
170.	Judy Hudson	April 15, 2011
171.	Julie S. Graham	July 8, 2011
172.	Kara Maria	July 13, 2010
173.	Kavi Gupta Gallery	April 1, 2011
174.	Keystone Editions / Sarah Dudley – Ulrich Kuehle GbR	April 23, 2013

	<b>COUNTERPARTY TO THE CONTRACT</b>	<b>DATE OF THE CONTRACT</b>
175.	Kim Cadmus Owens	July 22, 2014
176.	Kopeikin Gallery	March 1, 2012
177.	L. Parker Stephenson Photographs	March 16, 2012
178.	La Librairie du Musee [REDACTED] Moderne de la Ville	July 1, 2011
179.	Lakeeren	November 10, 2012
180.	Landfall Press, Inc.	April 6, 2012
181.	Laumont Gallery	June 5, 2012
182.	Lawrence Weiner	June 30, 2011
183.	LAX Art	February 6, 2012
184.	LeBasse Projects	April 21, 2012
185.	Lee Gallery	March 1, 2012
186.	Lee Marks Fine Art	April 5, 2013
187.	Lehman Maupin LLC	July 27, 2011
188.	Leila Heller Gallery	April 5, 2013
189.	Lennon, Weinberg, Inc.	August 30, 2011
190.	Leo Fitzmaurice	May 29, 2014
191.	LeRoy Neiman Center	June 5, 2014
192.	[REDACTED] Heller Workspace	February 9, 2012
193.	Leslie Sacks	May 14, 2014
194.	Leslie Tonkonow Artworks + Projects	October 11, 2011
195.	Light Work	February 18, 2014
196.	Lincoln Center	September 26, 2012
197.	Liu Bolin	December 3, 2011
198.	Livestrong	September 13, 2011
199.	Liz Cohen	Undated
200.	Lococo Fine Art Publisher	January 22, 2013
201.	Lombard Freid Projects	January 3, 2012
202.	Long-Sharp Gallery	August 26, 2013
203.	Los Angeles County Museum of Art	February 27, 2012
204.	Loushy	June 5, 2014

	<b>COUNTERPARTY TO THE CONTRACT</b>	<b>DATE OF THE CONTRACT</b>
205.	Lower East Side Printshop	May 26, 2011
206.	Lower Manhattan Cultural Council	March 16, 2012
207.	Lucien Terras Inc.	June 6, 2012
208.	Luhring Augustine	July 6, 2011
209.	M. Sherrie Hunt	October 10, 2012
210.	M+B	March 6, 2012
211.	Maccarone	December 6, 2011
212.	Magical Thinking Art, Inc.	April 30, 2013
213.	Magnan Metz	December 13, 2013
214.	Magnum Photos	August 5, 2013
215.	Mansi Bhatt	November 21, 2012
216.	Marc Dennis	Undated
217.	Marcel Dzama	October 27, 2011
218.	Marianne Boesky Gallery	July 29, 2011
219.	Martin Zad	March 27, 2014
220.	Mary Ryan Gallery	February 20, 2014
221.	Matthew Jensen	November 7, 2011
222.	Matthew Weinstein	May 30, 2011
223.	Maya Lin Studio, Inc.	March 20, 2014
224.	McDermott & McGough	February 15, 2012
225.	Meghan Boody	November 26, 2012
226.	Mendes Wood	July 3, 2012
227.	Merce Cunningham Trust	May 14, 2012
228.	Metro Pictures	January 20, 2012
229.	Mequitta Ahuja	June 30, 2014
230.	Michael Menchaca	July 7, 2014
231.	Mindy Solomon Gallery	April 28, 2012
232.	Mixed Greens	February 22, 2012
233.	Miya Ando	June 19, 2013
234.	MOCA Miami	February 21, 2012

	<b>COUNTERPARTY TO THE CONTRACT</b>	<b>DATE OF THE CONTRACT</b>
235.	MOCA Tucson	February 16, 2012
236.	Modernbook Gallery	May 4, 2012
237.	Monique Meloche	January 14, 2014
238.	Morgan Lehman Gallery	May 14, 2013
239.	Museum of Contemporary Art Chicago	December 10, 2013
240.	Museum of Contemporary Art, Detroit	September 30, 2013
241.	Museum of Contemporary Art Cleveland	January 12, 2012
242.	Museum of Contemporary Art Los Angeles	March 8, 2012
243.	Natalie Frank	September 25, 2012
244.	New Museum	January 1, 2012
245.	New York Live Arts	January 23, 2013
246.	Night Gallery	March 30, 2012
247.	NTHP Glass House	July 31, 2012
248.	Nye + Brown	August 3, 2012
249.	Onestar Press	May 14, 2012
250.	Orly Genger	September 7, 2012
251.	Other Criteria Ltd	November 9, 2011
252.	██████████	June 1, 2012
253.	Pamela Hanson	June 20, 2011
254.	Parasol Unit	Undated
255.	Parker's Box	February 18, 2012
256.	Parkett Publishers, Inc.	December 13, 2013
257.	Patricia Cronin	May 18, 2014
258.	Pat Steir	May 9, 2012
259.	Paul Jung	January 31, 2014
260.	Paul Kasmin Gallery	February 28, 2013
261.	Paula Cooper Gallery	March 20, 2013
262.	Peter Coffin	July 1, 2011
263.	Peter Dayton	July 27, 2012
264.	Petros Chrisostomou	May 17, 2013

	<b>COUNTERPARTY TO THE CONTRACT</b>	<b>DATE OF THE CONTRACT</b>
265.	Planned Parenthood Hudson Peconic	February 24, 2014
266.	Poligrafa Obra Grafica	June 24, 2013
267.	Poppy de Villeneuve	July 26, 2010
268.	Praxis	July 25, 2012
269.	Proscilla Rattazzi	May 11, 2011
270.	Princeton Architectural Press	March 16, 2012
271.	Project 88	November 2, 2012
272.	Prosodic Body	October 20, 2012
273.	Quinze & Milan USA	November 26, 2013
274.	Ralph Gibson	January 31, 2014
275.	Ratio 3	October 27, 2011
276.	Raul Mourao	Undated
277.	Rebecca Graham	January 19, 2011
278.	Recess	June 20, 2012
279.	Regina Vater	April 14, 2011
280.	Revolver Gallery	April 15, 2013
281.	Rhona Hoffman Gallery	November 2, 2011
282.	Ricco/Maresca Gallery	June 1, 2012
283.	Richard Heller	April 25, 2014
284.	Richard Levy Gallery	July 2, 2013
285.	Rick Wester Fine Art, Inc., d/b/a RWFA	March 14, 2012
286.	Rogue Fine Art	December 13, 2012
287.	RongRong & Inri	December 6, 2012
288.	Ross Bleckner	April 11, 2011
289.	Roy Boyd Gallery	May 5, 2012
290.	RX Art	Undated
291.	Sadie Coles HQ	December 9, 2011
292.	Sally Gall	March 21, 2011
293.	Salomon Contemporary	November 16, 2011
294.	Sasha Douglas	March 29, 2011

	<b>COUNTERPARTY TO THE CONTRACT</b>	<b>DATE OF THE CONTRACT</b>
295.	Sculpture Center	May 23, 2014
296.	Serge Hamad	February 14, 2012
297.	Shantell Martin	December 19, 2012
298.	Sikkema Jenkins & Co	May 11, 2011
299.	Sims Reed	January 21, 2014
300.	SITE Santa Fe	March 6, 2012
301.	The Sk8room	April 16, 2014
302.	Skowhegan School of Painting & Sculpture	October 25, 2013
303.	Sommer Contemporary Art	January 8, 2013
304.	South London Gallery	January 15, 2014
305.	Southern Exposure	November 12, 2012
306.	Sperone Westwater	April 4, 2013
307.	Spoke Art Gallery	April 25, 2012
308.	Stephen Bulger Gallery	April 18, 2012
309.	Stephen Friedman Gallery	June 11, 2013
310.	Steve Miller	March 21, 2011
311.	Stuart Collection, UCSD	February 8, 2013
312.	Studio Voltaire	September 24, 2013
313.	Susan Inglett Gallery	January 6, 2012
314.	Swiss Institute/Contemporary Art	December 20, 2013
315.	Sylvia Martins	March 21, 2011
316.	Taka Ishii Gallery	December 2, 2013
317.	Tamarind Institute	November 21, 2013
318.	Tandem Press	February 13, 2014
319.	Tanyeth Berkeley	July 8, 2014
320.	Taymour Grahne Gallery	February 10, 2014
321.	Ted VanCleave	September 6, 2012
322.	Tempo Rubato	March 18, 2014
323.	The Andy Warhol Museum	August 1, 2012
324.	The Drawing Center	February 21, 2012

	<b>COUNTERPARTY TO THE CONTRACT</b>	<b>DATE OF THE CONTRACT</b>
325.	The Hayground School	October 3, 2011
326.	The Kitchen	November 17, 2010
327.	The Lapis Press	February 3, 2014
328.	The Mayor & Commonalty and Citizens of the City of London, owner and principal funder of the Barbican Centre	Undated
329.	The Metropolitan Museum of Art	July 10, 2012
330.	The Mission	August 22, 2012
331.	The Modern Institute	November 1, 2013
332.	The Paris Review Foundation	October 4, 2012
333.	The Reanissance Society	October 29, 2013
334.	The Tibet Center	April 2, 2014
335.	Three Star Books	September 11, 2012
336.	Tibor de Nagy Gallery	June 1, 2012
337.	Tobin Ohashi	Undated
338.	Todd Matarazzo	Undated
339.	Tom Cohen	April 11, 2011
340.	Tom Goldenberg	June 28, 2012
341.	Tracy Williams, Ltd	February 1, 2013
342.	U.S. Biennial, Inc./Prospect New Orleans	August 8, 2013
343.	Ullens Center for Contemporary Art	Undated
344.	University of South Florida Board of Trustees	April 9, 2013
345.	Untitled Fine Art	May 25, 2012
346.	Verge Center for the Arts	April 18, 2012
347.	Victoria Miro	June 26, 2013
348.	Volunteer Lawyers for the Arts	Undated
349.	W. Dieter Zander	September 7, 2012
350.	Walter Maciel Gallery	February 4, 2012
351.	Wang Ningde	November 28, 2011
352.	Warren Neidich	December 16, 2011
353.	Watie White	July 2, 2014

	<b>COUNTERPARTY TO THE CONTRACT</b>	<b>DATE OF THE CONTRACT</b>
354.	WEN Fang	November 28, 2011
355.	White Box Ltd.	June 5, 2013
356.	White Cube Art LLP	May 31, 2011
357.	Whitney Museum of American Art	Undated
358.	Xing Danwen	Undated
359.	Yancey Richardson Gallery	March 15, 2012
360.	Yerba Buena Center for the Arts	September 27, 2010
361.	Youngsuk Suh	Undated
362.	Zabludowicz Art Projects	January 30, 2013
363.	ZieherSmith	February 23, 2012
<b>V. TECH CONTRACTS</b>		
364.	Adobe Typekit	November 1, 2013
365.	Amazon	June 1, 2013
366.	Artspace External License Agreements – Products	-
367.	Sailthru, Inc.	March 30, 2013
368.	SalesForce	January 7, 2013

### **Other Assumed Liabilities**

Buyer will assume all liabilities that are due in the ordinary course of business for current periods, which are either invoiced to the Company or directly billed to the Company's corporate American Express card after August 14, 2014 in relation to the following:

- A Plus Messenger Service
- Atelier 4 (or other art handler on a case by case basis)
- FedEx/UPS/DHL
- Bonnist Fulfillment
- Electric Works printing for Artspace Editions
- Time Warner Internet
- Amazon Web services
- Adobe systems software
- Verizon Wireless service
- Google Apps (for email service)
- Paypal service fees
- Credit Card and Merchant Services Fees

- BaseCamp project management software
- Linked In subscription fees
- Efax fees
- 8x8 telephone service
- AT&T monthly data service fees for ipads
- Vonage
- Chartbeat real time analytics
- Rackspace Cloud
- Github
- Godaddy
- Pivotal Labs
- Sailthru
- Exactor tax
- Duty Calculator
- [REDACTED]
- Uline Packaging
- Dropbox
- XML Site Map
- Larson Juhl Frames (or other framers on a case by case basis)
- Other daily software
- T&E
- Wire fees
- Consultant Fees (Nessia Pope and Greg Budin & Associates)
- Gateway/Authorize.net payment processing fees
- Intuit
- Deferred Gift Cards
- Other similar current operating expenses that are not material individually or in the aggregate

For the avoidance of doubt, all liabilities arising in Buyer's operation of the Artspace business from and after the Closing will be liabilities of Buyer (not the Company).

**Exhibit B: Creditors of the Company**

<b>Lender Name and Address</b>	<b>Amount Owed*</b>
Catherine Levene	\$60,074.52
Christopher Vroom	\$213,582.93
Timothy Mott	\$600,810.96
Canaan IX [REDACTED]	\$1,053,758.88
Daniel G. Levene	\$150,417.53
Richard Kramlich	\$150,526.01

\*includes all accrued interest, premium and other amounts owed as of August 14, 2014.

**Exhibit C: Employees of the Company to be offered Employment with Buyer**

Catherine Levene

Emmanuele Vinciguerra

Patton Hindle

Mackenzie Tuite

Karen Vanegas

Christine Calabro Karstofsky

Daniel Taraschi

Andrew Goldstein

**Exhibit D: Written Information Furnished by the Company to Buyer**

1. All items uploaded by the Company to Dropbox virtual data room
2. Emails (including attachments) to Keith Fox, John Murphy and Eileen Alexanderson from Catherine Levene, Emmanuele Vinciguerra and Greg Budin & Associates, including Greg Budin and Cecilia Driscoll
3. Access to quickbooks reports and other online reports and databases furnished by the Company