

From: Gina Oka
Sent: Wednesday, October 10, 2018 5:01 PM
To: Steve Berlin; Erin Keane
Cc: Shannon Andrews; Mark Kelly; Katharine Whisler
Subject: Notice of gift of services received on behalf of the City

Steve and Erin – please see the attached documentation of a gift of services to the City from Christie’s.
Thank you.

Gina J. Oka
General Counsel
City of Chicago, Department of Procurement Services

City of Chicago

Address:

**c/o Mr. Mark Kelly, Commissioner of Cultural Affairs
Chicago Cultural Center
72 East Randolph Street
Floor 2
Chicago, IL 60601
United States**

Seller's Agreement with Enhanced Hammer Potential

Thank you for choosing Christie's to sell your **property**. This document sets out our agreement with you.

In this agreement "you" and "your" means the seller whose details are set out below and "we" "us" and "our" means Christie's Inc. You can find the meanings of words in **bold** at the beginning of Part 2 below.

Date: September 28, 2018	
Your Details	
Name: City of Chicago	
Address:	
c/o Mr. Mark Kelly, Commissioner of Cultural Affairs Chicago Cultural Center 72 East Randolph Street Floor 2 Chicago, IL 60601 United States	
Client reference number: 10343100	
Seller's Agreement Number: 212836	MSA Number: 2018-MSA-015784

Part 1 - Details of the Auction and our Charges and Payment Terms

A The Auction

We plan to offer the **property** in the **auction** currently scheduled to take place at the location and on the date set forth in the **property schedule** in Part 3 of this agreement.

B Charges

This part sets out our charges for selling the **property**.

Seller's commission

REDACTED

Sale Expenses

REDACTED

- a) The costs of packing the **property** and transporting it from the address shown in the "Your Details" section set forth on page 1 of this agreement (unless otherwise agreed between us in writing) to the applicable saleroom(s) for each **lot**, as identified in the Schedule(s) of Property in Part 3 of this Agreement, including any customs, export or import duties and charges.
- b) If the **property** is unsold, the costs of packing it and returning it to you, including any customs, export or import duties and charges.
- c) Handling and administration fees for any **lot of property** that is unsold.
- d) Marketing and illustration fees for the **property**.

- e) The costs of any restoration to the **property** that has been agreed by you in advance.
- f) The costs of any framing and/or unframing, and any mounting, unmounting and/or remounting, if applicable for the **property**.
- g) The costs of any third-party expert opinions or certificates that we believe are appropriate for the **property**.
- h) The costs of any physically non-invasive tests or analyses that we believe need to be carried out to decide the quality of the **property**, its artist or that it is authentic.

Physical Loss or Damage Liability

We will accept responsibility for physical loss or damage to the **property** as follows:

- a) while the **property** is being transported from you to Christie's under the control of Christie's or its shipping agents;
- b) while the **property** is in Christie's possession or control; and
- c) if unsold, while the **property** is being transported from Christie's to you under the control of Christie's or its shipping agents.

Please refer to paragraph 16 of Part 2 of this agreement for further details.

If we do not already have the **property** in our possession, then you shall either promptly deliver it to us or make it available to us and our shipping agents for our collection, as such delivery or collection is contemplated under the terms of this **seller's agreement**.

C Payment

We will make any payment only to you.

We will send you the **proceeds of sale** thirty-five (35) days after the auction if we have received cleared payment in full from the buyer by then or, in the event that we have granted extended payment terms to the buyer pursuant to Part 2, paragraph 6, below, up to ninety-five (95) days after the auction. If we have not received payment by then, we will send you the **proceeds of sale** no later than five (5) **working days** after we receive cleared payment in full from the buyer.

REDACTED

Any date listed above where we are to remit our payment to you is a **payment date**. If the **payment date** falls on a weekend or public holiday, payment will be made on the next day that is a **working day**.

D. Your Agreement

Parts 1, 2 and 3 of this document form the terms of our agreement with you. Please read them carefully before you sign this agreement.

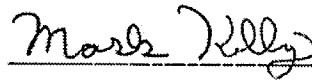
Contractual obligations and duties created hereunder are only valid once both parties have signed this agreement. Once you have signed this agreement, you may not withdraw the property from auction except as allowed under Paragraph 9 of Part 2 of this agreement.

I agree to the terms of this agreement.

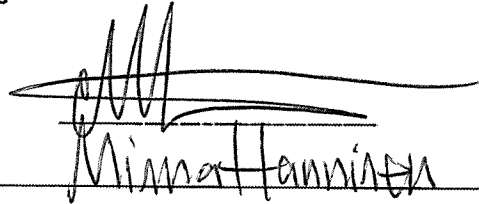
Signed by:
City of Chicago, Chief Procurement Officer, Department of
Procurement Services



Recommended by:
Commissioner, Department of Cultural Affairs



Signed by:
for and on behalf of Christie's Inc.
Licensed by the New York City
Department of Consumer Affairs
Auction License #1213717



Part 2 - Terms and Conditions of Sale

Please read all parts of this agreement carefully.

1 - Meaning Of Words Used In This Agreement

after-sale – the sale of a lot which is unsold at **auction** in accordance with paragraph 14(a).

after-sale period – the period of time (if applicable, as set out in paragraph 14(a)) during which you appoint us as your exclusive agent to sell a lot by way of **after-sale**.

authentic - a genuine example, rather than a copy or forgery, of:

- the work of a particular artist, if it is described as the work of that artist;
- a work created within a particular period or culture, if it is described as a work created during that period or culture;
- a work from a particular origin or source, if the work is described as being of that origin or source; or
- in the case of gems, a work which is made of a particular material, if it is described as being made of that material.

authenticity warranty - the guarantee we give to the buyer in the **buyer's agreement** that a lot is **authentic**, which may also be referred to as the "limited warranty".

buyer's agreement - the terms of the contract of sale between us as your agent and the buyer set out at the back of the **auction** catalogue and/or posted on our website related to the **auction**, which may also be referred to as the "conditions of sale".

buyer's premium - the charge the buyer pays us along with the **hammer price** as set out in the **buyer's agreement**.

charges - our charges as set out in Part 1B. We will add relevant taxes to all charges.

Christie's group - Christie's International Plc, its subsidiaries and other companies within the corporate group.

condition - the physical condition of a lot.

condition report - a report we may provide to a potential buyer on the **condition** of a lot.

REDACTED

estimate – the price range included in the catalogue, and/or posted on our website or any **saleroom notice** related to the **auction** within which we believe a lot may sell. The **low estimate** means the lower figure in the range and **high estimate** means the higher figure. The **mid estimate** is the mid point between the two.

hammer price - the amount of the highest bid the auctioneer accepts for the sale of the lot.

lot - an item of **property** to be offered for sale (or two or more items of **property** to be offered for sale as a group).

payment date – the date described in Part 1C.

physical loss or damage liability fee - the fee described in Part 1B, if applicable.

proceeds of sale - in relation to a lot, the **hammer price** and the **enhanced hammer amount** less all **charges** and any other amounts owed to us under this agreement (if any).

property - the items you have asked us to offer for **sale** as described in Part 3 of this agreement.

property schedule - Part 3 of this agreement which sets out information about the **property**.

provenance - the ownership history of a lot.

reserve - the confidential amount below which, except as set out in paragraph 5, we will not sell a lot.

sale expenses – the expenses described in Part 1B of this agreement, if applicable.

saleroom notice - a printed notice or oral announcement or online posting on our website giving more information about a lot or the **auction** or the terms of the **buyer's agreement**.

unsold lot fee - the charge, if described in Part 1B of this agreement, which may also be referred to as a "BI Fee".

warranty - a statement or representation in which the person making it guarantees that the facts set out in it are correct and acknowledges that the other party is relying upon it to enter into this agreement.

working day – means any day other than a weekend or public holiday on which Christie's offices are open for business in the sale site where the **property** was offered. If we are to remit payment to you under the terms of this agreement on a **payment date** that is not a **working day**, we will remit payment to you on the next day that is a **working day**.

2 - The Buyer's Agreement

You appoint us as your 'exclusive agent' to sell the **property** by **auction** and agree that we may sell each lot to the buyer on the terms of the **buyer's agreement**. You will be directly responsible to the buyer for: (a) the **warranties** in paragraph 3(a) to (f), below; and (b) any representations you authorise us to make to the buyer on your behalf.

3 - Your Warranties

You give us the following **warranties** (and authorise us to give the **warranties** described in (a) to (f) to the buyer):

- a) You are the owner of the **property**, or joint owner of the **property** (in which case You will inform us in writing the identity of the other owner(s) and warrant that you are acting with the permission of your co-owner(s));
- b) You and any and all owner(s) will be together and separately responsible for performing your obligations under this agreement;
- c) You have the right to transfer ownership of the **property** to the buyer without any restrictions or claims by anyone else;
- d) Intentionally omitted as the **property** has not been imported or exported;
- e) You do not know, and have no reason to suspect, that the **property** is connected with the proceeds of crime (including proceeds arising from tax evasion) or results from a tax fraud;
- f) You have given us, or will give us upon execution, all information you are aware of (including third party opinions) relating to the **condition**, **provenance** and **authenticity** of the **property**;
- g) You have told us, or will tell us upon execution, in writing about any alterations, repairs or restoration to the **property** of which you are aware;
- h) You have told us and will continue to tell us about all facts and matters of which you are aware which might affect the sale or value of the **property** or the terms on which we are prepared to accept the **property** for sale; and
- i) You will tell us as soon as you become aware or have reason to suspect, that any of your **warranties** above are, or may have become, false.

4 - Estimates

Estimates are shown on the **property schedule**. Any **estimate** listed in the **property schedule** as "provisional" may be changed by us on an updated **property schedule** once we have received and examined the **property** at our saleroom or as a result of a change in market conditions after the date of this agreement. An **estimate** is not a guarantee of the **hammer price** at which we will sell a lot and is a statement of opinion only. Neither you, nor anyone else, may rely upon any **estimate** as a prediction or guarantee of the actual selling price of a lot.

5 - Reserves

The **reserve** for a lot cannot be higher than its **low estimate**. If we are unable to agree a **reserve** for any lot with you in writing before the **auction**, we will set it at the lot's agreed **low estimate**. We will be entitled to sell any lot below the **reserve** if we pay you as if the lot had sold at a **hammer price** equal to the **reserve**.

6 - Auction And Marketing Arrangements

Subject to the Marketing Promises set forth in Appendix 1, we will have complete freedom as to:

- a) how and where we exhibit and market the **property**;
- b) the description, presentation and illustration of the **property** in the catalogue, on our website related to the **auction** and in any **condition report**;
- c) how to divide the **property** into lots;
- d) the contents of any **saleroom notice** relating to the **auction**;

- e) how we organise the **auction**, including the date, place and manner of the **auction**, who we allow into the **auction** and whether we accept any bid;
- f) whether to postpone, cancel or reschedule the **auction**;
- g) whether we should consult anyone else about any **lot**; and
- h) whether to grant extended payment terms to the buyer of up to ninety (90) days from the date of the sale.

7 - Bidding

You may not bid on your **lot** or arrange for any person to do so on your behalf. However, we will have the right as your agent to bid on your behalf, but only up to and not including the amount of the **reserve**.

8 - Limits of Liability

We do not give you any **warranty** in relation to any **lot** and will not be liable to you:

- a) for any mistakes or missing information in the description of any **lot**;
- b) if the buyer fails to pay for the **lot**; and
- c) in any circumstances for any special, consequential, incidental or indirect damages of any kind.

If, despite the terms above we are found to be liable to you for any of the matters set out in this paragraph, we will not have to pay more than the **hammer price** **REDACTED** of the relevant **lot** or, if it is unsold its **mid-estimate**.

9 - Withdrawal

a) By you:

- i) You may not withdraw any **lot** from the **auction** unless we have broken any of our material obligations to you under this agreement in a way that:
 - (A) cannot be put right; or
 - (B) has not been put right before the **auction** or within fourteen (14) days of you telling us in writing (whichever is earlier).
- ii) To withdraw your **lot** in these circumstances, you must let us know in writing as soon as reasonably possible after you become aware that we have broken any of our material obligations to you.

b) By us:

- We may withdraw any **lot** from the **auction** at any time if:
- i) we have reasonable doubts about its **provenance** or that it is **authentic**;
 - ii) the **property** is not in the same **condition** it was in when originally inspected by us;
 - iii) we have reasonable doubts about the accuracy of the **warranties** in paragraph 3 or your confirmations set out in paragraph 19;
 - iv) you have materially broken any of your material obligations to us under this agreement, in a way that:
 - (A) cannot be put right; or
 - (B) has not been put right three (3) **working days** before the **auction** or within fourteen (14) days of us telling you in writing, (whichever is earlier); or
 - v) we reasonably believe at any stage that selling or offering the **lot** for sale will be illegal, put us at risk of any legal claim or cause damage to our reputation, or that other just cause exists.

c) Consequences of withdrawing the **lot** from the **auction**

If we withdraw a **lot** from the **auction** under paragraph 9(b) or agree to you doing so (other than as permitted under 9(a)):

- i) you will pay our reasonable costs and expenses in preparing the **lot** for sale; and
- ii) we will be entitled to end this agreement immediately by giving you written notice.

In addition, if we withdraw a **lot** from the **auction** under paragraph 9(b)(iii) or (iv), or agree to you doing so (other than as permitted under 9(a)), you will also pay a withdrawal fee equal to seventy-five percent (75%) of the **buyer's premium** (in each case plus relevant taxes) which would have been due if the **lot** had been sold at the **low estimate**.

10 - Payment

a) Currency

- i) We will pay you in the currency of the relevant **saleroom**.
- ii) If you want us to pay you in any other currency, you must send us a payment instruction form (which we can give you), and there may be a fee. We will buy the currency of payment within

two (2) **working days** of the date we pay you. Our certificate confirming the rate of exchange for such currency will be final.

b) If the buyer fails to pay

If a buyer does not pay in full by the due date we, alone, will decide what steps to take on your and our behalf. We do not have to:

- (i) pay you the amounts due from the buyer until the buyer pays us in full (but we will do so if we have released the **lot** to the buyer as described in paragraph 11, below);
- (ii) enforce payment by the buyer; or
- (iii) take any legal proceedings on your or our own behalf.

Please note that exchange control restrictions in certain countries can result in delays to payment by buyers, and that these delays can sometimes be significant. If a delay of this kind is a concern to you please contact us prior to the **auction**.

c) Right to delay payment

We may delay paying the **proceeds of sale** to you for a reasonable period if we reasonably believe that any of the circumstances set out in paragraph 15(a)(ii) to (v), inclusive, may apply.

11 - Ownership

a) Transferring ownership to the buyer

Ownership of the **lot** will transfer to the buyer when we receive full and clear payment from the buyer.

b) Transferring ownership to us

If we release any **lot** to the buyer before we receive payment in full from the buyer, we will pay you the **proceeds of sale** for that **lot** on the applicable **payment date(s)**. If this happens, and in any other circumstances where we pay you the **proceeds of sale** before we are paid by the buyer, we will own the **lot** and take over all your rights to recover payment from the **buyer**. You will do everything needed to transfer ownership of the **lot** to us.

12 - Further Rights

a) Right of retention

We may keep any **lot** (and any other items belonging to you which are under our control or under the control of another **Christie's group** company):

- (i) until you have paid all amounts you owe us or any **Christie's group** company;
- (ii) for a reasonable period if we become aware of anyone else claiming ownership of, or any other interest in, the **lot** or we have reasonable doubts as to whether it is **authentic**;
- (iii) while we complete our client identification and registration procedures to our satisfaction; or
- (iv) if we consider we have to do so by law or regulation or due to a government inquiry.

In these circumstances, we may charge you storage, transport, handling and physical loss or damage liability fees from the date that is ninety (90) calendar days following the date we become entitled to keep the **lot**. Other terms and conditions, which can be found together with applicable storage costs on our website at <https://www.christies.com/about-us/contact/storage-conditions/>, shall also apply except that in the event of any inconsistency between those terms and conditions and this paragraph 12(a), this paragraph shall prevail.

b) Right of sale

If you owe money to us or to another **Christie's group** company, and we are holding any of your property, we can sell it in any way commercially reasonable we think appropriate.

c) Using the money

You authorise us to use the **proceeds of sale** and any other amounts we owe you to:

- (v) pay any amount you owe us; and
- (vi) pay on your behalf any amount you owe any other **Christie's group** company.

13 - The Buyer's Premium and Artist's Resale Royalty

a) Buyer's premium

We will be entitled to charge the buyer, and keep, a **buyer's premium**.

- b) **California Residents** If you are a California resident and would have been subject to the California Resale Royalty Act, we will hold in escrow five percent (5%) of the **hammer price** received from the buyer of the **property** pending final judgment (with no right of appeal) in the matter entitled *Sam Francis Foundation et al. v. Christie's Inc.* (2:11-cv-

08605-JHN-FFM) (United States District Court Central District of California). Upon final judgment, you agree that if we are required to remit payment, we may do so on your behalf and, if we failed to withhold it from proceeds of sale already distributed to you, you shall reimburse us for our payment on your behalf. If we are not required to remit payment, we shall promptly send it to you.

14 - Unsold Lots And Sales After The Auction

a) Sales after the auction

If any lot is unsold at auction, you appoint us as your exclusive agent for a sixty (60) day after-sale period after the auction to sell the lot privately for no less than the reserve and under the terms of this agreement. However, if we sell the lot privately, we will pay you the sale price of the relevant lot only. **REDACTED**

REDACTED For post-auction sales, during this sixty (6) -day after-sale period, all references to "hammer price" in this agreement will be read as if they mean the sale price of the relevant lot.

b) Collection of unsold lots

We will not release any unsold lot to you until you pay us, in cleared funds, all amounts you owe, including taxes, if any. If any lot is unsold after the expiration of the after-sale period, and we and you do not mutually agree in writing that the lot will be re-offered by us in a future sale, then we will return the lot to you at your address set forth in Part 1 of this agreement. If, however, due to your actions or due to your failure to act, we are prevented from returning the lot to you within thirty (30) days of the expiration of the after-sale period then, unless otherwise agreed by us in writing, we may, in accordance with the terms set forth on <https://www.christies.com/about-us/contact/storage-conditions/>, remove the lot from our premises and store it at an offsite location, re-offer and sell it, or we may return it to you at your risk and we may charge you our costs, expenses and fees for doing so.

c) Re-offering unsold lots

We will not pay you the enhanced hammer amount upon the sale for any lot reoffered under this agreement at a future auction.

15 - Cancelling The Sale Of A Lot

- a) We can cancel a sale if: i) the buyer fails to pay in full; ii) any of your warranties in paragraph 3 or your confirmations in paragraph 19 are not correct; iii) we reasonably decide that the buyer is entitled to cancel the sale under the authenticity warranty; iv) we reasonably believe that completing the transaction is or may be unlawful; or v) we reasonably decide that the sale of the lot places us or you under any liability to anyone else or may damage our reputation.
- b) In these circumstances you authorise us to accept the return of the lot. If we have already paid you any of the proceeds of sale, you must repay them to us when we ask you to do so.
- c) In the circumstances set out in paragraph 15(a)(ii), (iii), and (iv) if cancellation is as a result of your actions or failure to act, you must also pay us in full when we ask you to do so for any loss, liability (whether to the buyer or anyone else), expense or cost (including legal fees) we reasonably must pay as a result.
- d) For the purposes of this paragraph, "cancel" shall include cancellation, termination and rescission under the Uniform Commercial Code.

16 - Physical Loss Or Damage To The Property

- a) Our responsibility to accept liability for physical loss or damage to the property during the time period(s) detailed in Part 1B, above, and will end as follows:
- If a lot is sold, then on the earlier to occur of when (A) the buyer pays in full for the lot, and (B) when the buyer collects the lot; or
 - If a lot is not sold, from whichever is the earlier of the following: (A) when you or a person you appoint collects the lot; (B) when we return the lot to you or a person you appoint, if we are required to do so under this agreement; and (C) at the end of the 90th day following the date of the sale.
- b) Our liability under paragraph (a) above will be limited by the following:
- Before the auction, we will not pay more than **REDACTED** or
 - After the auction, we will not pay more than the hammer price if the lot is sold; or, if a lot is not sold, the reserve; and
 - We will not be liable for any physical loss or damage to any lot caused by climatic or atmospheric conditions beyond our control

as long as we take reasonable care and skill in handling the lot to reduce the risk of physical loss or damage.

- iv) We will not be liable for any physical loss or damage to picture frames or to glass forming part of picture frames caused by circumstances beyond our control as long as we take reasonable care and skill in handling the lot to reduce the risk of physical loss or damage; and
- v) Certain other conditions which are available from us or on our website at www.christies.com/liabilityterms.

17 - Ending the Agreement

a) Termination

We will be entitled to end this agreement immediately on giving you written notice if: i) you have broken any of the warranties; ii) a lot is withdrawn; or iii) the auction is cancelled.

b) Events beyond our control

Neither of us will be responsible for any failure to meet our obligations under this agreement which is caused by circumstances beyond our or your reasonable control. This includes, but is not limited to strike, lock-out, fire, flood, natural disasters, war, armed conflict, terrorist attack, and nuclear and chemical contamination.

18 - Photographs And Illustrations

We have the right to photograph, video or otherwise reproduce images of the property in whatever way we think appropriate, as allowed by law. The copyright in any images will belong to us.

19 - Other Conditions

a) Validity

If a court finds that any part of this agreement is not valid, or is illegal or impossible to enforce, that part of the agreement will be treated as being deleted, and the rest of this agreement will not be affected.

b) Your identity

You confirm that your name and address set out on page 1 of this agreement are accurate. You also agree to give us any information and documents we may reasonably need to satisfy our client identification and registration procedures, and confirm that all the information and documents you give us are accurate and are originals or true copies of the originals.

c) Personal information

We will hold and process your personal data and information and may pass it to another Christie's group company for use as described in, and in line with, our privacy notice. You can see a copy at www.christies.com/about-us/contact/privacy.

d) Introductory commission

Where you have been introduced to us by someone else, you agree that we may pay an introductory commission to that person where we have agreed to do so. If we do pay an introductory commission, we require the recipient of such commission to inform you that they are receiving an introductory commission and the amount of such commission. Please contact us if you would like further information.

e) Transferring your rights and responsibilities

You may not grant a security over or transfer your rights or responsibilities under this agreement unless we have given our written permission which we will not withhold unreasonably. This agreement will be binding on your estate and anyone who takes over your responsibilities.

f) Translations

If we have provided a translation of this agreement we will use this original version in deciding any issues or disputes which arise under this agreement.

g) Indemnification

Intentionally omitted due to specific restrictions and limitations as relayed by you to us.

h) Entire agreement

This agreement is the entire agreement and understanding between you and us concerning the property. It will replace any and all other agreements or statements between you and us relating to the property.

i) Law and disputes

With respect to the conduct of the auction in New York, this agreement and any rights arising outside of, but related to, this agreement shall be governed by the laws of the state of New York. With respect to all other matters related to this agreement and any rights arising outside of, but

related to, this agreement, this agreement shall be governed by the laws of the state of Illinois without reference to choice of law principles. Any dispute, controversy or claim arising out of, relating to, or in connection with this agreement, or the breach, termination, or validity thereof ("Dispute"), shall be submitted to JAMS, or its successor, for mediation in New York. If the Dispute is not settled by mediation within sixty (60) days from the date when mediation is initiated, then the dispute will be referred to and dealt with exclusively in the courts of the State of New York or the State of Illinois, as applicable.

j) Execution of this agreement

Executed copies of this agreement transmitted by facsimile or by emailed pdf's shall be considered original executed copies of this agreement.

20 - Confidentiality

Both of us agree to keep all the terms of this seller's agreement confidential unless otherwise required by law.

Part 3 - Property Schedule

Please see the attached **property schedule**.

A/c No 10343100
Stock Order No 594896
Point of Contact Klein, Alexis
Issue Date 28 September 2018
Seller Agreement 212836

Client Status
VAT Status
Commission Type
LDL

Owner
Not Registered
Standard
Christie's

CHRISTIE'S

Mailing Address

City of Chicago
c/o Mr. Mark Kelly, Commissioner of
Cultural Affairs
Chicago Cultural Center
72 East Randolph Street
Floor 2
Chicago, IL 60601
United States

Account Address

City of Chicago
c/o Mr. Mark Kelly, Commissioner of
Cultural Affairs
Chicago Cultural Center
72 East Randolph Street
Floor 2
Chicago, IL 60601
United States

SCHEDULE OF PROPERTY

Proposed Sale Date 15 Nov 2018
Sale Title Post-War & Contemporary Art Evening Sale

Line	Qty	Description	Department / Contact	Reserve	Estimate	Marketing Fee	Sale Site	Transit/ Fragile LDL	Client Ref No
1	1	Marshall, Kerry James Knowledge and Wonder	NYC AUC Post War & Contemp Klein, Alexis	REDACTED				Yes No	

The property listed above has been consigned to Christie's under the terms and conditions of the Seller Agreement referenced 212836 and dated 28 September 2018.

Name of Signatory MARK KELLY Signature Mark Kelly Date 9/28/2018

Title of Signatory COMMISSIONER

Company Name City of Chicago, Department of Cultural Affairs

Christie's Signatory Mina Hanninen Signature [Signature] Date 9/29/2018
For and on behalf of Christie's Inc

APPENDIX 1 - Marketing Promises and Catalogue

(Subject to our obtaining the necessary intellectual property clearance and a timely consignment for publication/tour deadlines)

We will market the **property** as follows:

- Kerry James Marshall's *Knowledge and Wonder* will be featured in an in-depth entry, including a scholarly essay and a fold-out illustration, in the Christie's-New York November 2018 Post-War and Contemporary Art Evening Sale catalogue;
- Kerry James Marshall's *Knowledge and Wonder* will be featured as a three (3) panel inside front wrap cover of the Christie's-New York November 2018 Post-War and Contemporary Art Evening Sale catalogue;
- Christie's will produce a dedicated video featuring Kerry James Marshall's *Knowledge and Wonder*, which will be available for viewing on christies.com and in the lobbies of select Christie's salerooms worldwide. We will invite Kerry James Marshall or a market authority to contribute the audio component to the video;
- Kerry James Marshall's *Knowledge and Wonder* will be included in the international press campaign for the Christie's-New York November 2018 Post-War and Contemporary Art Evening Sale;
- Kerry James Marshall's *Knowledge and Wonder* will be exhibited during the Christie's-New York November 2018 Post-War and Contemporary Art Evening Sale pre-sale exhibition in New York, garnering the attention of Christie's top clients;
- Kerry James Marshall's *Knowledge and Wonder* will be on view during top client events for the Christie's-New York November 2018 Post-War and Contemporary Art Sales;
- Kerry James Marshall's *Knowledge and Wonder* will be featured in the 'Gallery of Highlights' for the Christie's-New York November 2018 Post-War and Contemporary Art Evening Sale on our website, christies.com;
- The Christie's-New York November 2018 Post-War and Contemporary Art Evening Sale will be reproduced digitally and available anytime prior to the sale on our website, christies.com;
- Kerry James Marshall's *Knowledge and Wonder* will be featured on Christie's innovative smartphone and tablet apps; and
- Kerry James Marshall's *Knowledge and Wonder* will be featured in a tour to Chicago (pending the confirmation of the necessary insurance coverage and installation logistics).