

**PURCHASE AND SALE AGREEMENT**

PURCHASE AND SALE AGREEMENT (this "Agreement") dated as of February 26, 2009 by and between Washington Mutual, Inc., a Washington corporation ("Seller"), as debtor in possession, and Industry Ventures Fund V, L.P., a Delaware limited partnership ("Purchaser").

WHEREAS, Seller is the owner of those limited partnership interests with related capital commitments set forth on Schedule A hereto (each, an "Interest" and collectively, the "Interests") in those limited partnerships set forth on Schedule A hereto (each, a "Partnership" and collectively, the "Partnerships"); and

WHEREAS, on September 26, 2008, Seller commenced a voluntary case (the "Bankruptcy Case") pursuant to chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"). Seller continues to operate its business and manage its properties pursuant to sections 1107(a) and 1108 of the Bankruptcy Code; no trustee or examiner has been appointed in the Bankruptcy Case; and

WHEREAS, as set forth on Schedule A hereto, certain of the Partnerships have made capital calls against Seller to fund a portion of the unfunded portion of its capital commitment, but Seller has not funded, and does not intend to fund prior to Closing (as defined herein), such capital commitments; and

WHEREAS, Seller desires to sell the Interests, and Purchaser desires to purchase the Interests, pursuant to the terms hereof.

NOW, THEREFORE, in consideration of their mutual covenants and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

## ARTICLE I

## PURCHASE AND SALE OF THE INTERESTS

1.1 Purchase and Sale of the Interests.

(a) Seller agrees to sell, assign, transfer and deliver to Purchaser all of Seller's rights, title and interest in and to the Interests, and Purchaser agrees to purchase and receive all of Seller's rights, title and interest in and to the Interests and assume all of the obligations in respect of the Interests, on the terms set forth herein.

(b) In consideration of the transfer of the Interests, upon the transfer of the Interest in each Partnership, Purchaser agrees, among other things as set forth herein, to,

subject to subsection (c) below, with respect to such Partnership, pay to Seller the amount set forth on Schedule A hereto (each such amount, a "Purchase Price") and (ii) assume all of Seller's obligations with respect to such Partnership, including Seller's commitment to fund the unfunded portion of its capital commitment to such Partnership, which amount is set forth on Schedule A hereto.

(c) With respect to each Partnership, the Purchase Price shall be (i) increased by an amount equal to the aggregate contributions to the capital of such Partnership made by Seller during the period beginning on September 30, 2008 and ending on the Closing Date (as defined below) and (ii) reduced by an amount equal to the aggregate distributions received by Seller from such Partnership during the period beginning September 30, 2008 and ending on the Closing Date in accordance with Section 1.1(d) hereof. Any such distribution to Seller that is in property other than cash or cash equivalents shall be valued at the value placed on such property by the general partner of each Partnership (each a "General Partner," collectively, the "General Partners") at the time of such distribution. It is expected that the applicable Partnerships may require the funding of previously-called capital amounts either at Closing or shortly thereafter and Purchaser agrees to fund such amounts.

(d) At least two (2) business days before the scheduled Closing Date, Seller shall prepare in good faith and deliver to Purchaser a statement showing the estimated increase or decrease to each Purchase Price as a result of any contributions made to or distributions received by Seller from the Partnerships during the period beginning September 30, 2008 and ending on the Closing Date.

**1.2** Closings; Closing Date; Effective Date of Transfer. The purchase and sale of the Interests contemplated hereby shall take place at a single closing (the "Closing"). The Closing shall take place within three (3) business days after the later to occur of (A) the date on which all of the closing deliveries listed in Section 1.2(a) and 1.2(b) have been made with respect to all of the Interests to be purchased by Purchaser hereunder, and (B) the parties' compliance with any notice and objection procedures set forth in the Court Order (as defined below) (the "Closing Date") at the offices of Montgomery & Hansen, LLP, 525 Middlefield Road, Suite 250, Menlo Park, California 94025, or at such other place or such other time or date as the parties may mutually agree in writing.

(a) Closing Deliveries of Seller. At Closing, Seller shall deliver to Purchaser:

(i) The applicable transfer or assignment agreement in the form reasonably acceptable to the Purchaser, Seller and the applicable General Partner (each, a "Transfer Agreement"), duly executed by Seller, transferring to Purchaser Seller's Interest in each of the Partnerships. Such Transfer Agreement will include, among other things, (A) consent from the applicable General Partner for the assignment and transfer of the Interest in the applicable Partnership from Seller to Purchaser, (B) the substitution of the Purchaser for Seller as a limited partner of such Partnership, pursuant to the terms of such Partnership's partnership agreement; and (C) the release of Seller from any liability to the applicable Partnership due to its failure to fund the unfunded portion, if any, of Seller's capital contribution obligation to the Partnership;

(ii) An order of the Bankruptcy Court (the "Court Order") providing that (A) the Interests may be sold to Purchaser free and clear of all liens, claims, and encumbrances pursuant to section 363(f) of the Bankruptcy Code, (B) Purchaser shall be entitled to the protection afforded by section 363(m) of the Bankruptcy Code in the event of a reversal or modification of the Court Order, and (C) the requirements of Rule 6004(h) of the Federal Rules of Bankruptcy Procedure shall be waived; and

(iii) any other documents, instruments or certificates required to be delivered in connection with Seller's obligations under this Agreement.

(b) Closing Deliveries of Purchaser. At Closing, Purchaser shall deliver to Seller the following:

(i) Transfer Agreements, duly executed by Purchaser, with respect to the Interests in all of the Partnerships;

(ii) the Purchase Price for such Interests by wire transfer in immediately available funds to an account or accounts specified by Seller; and

(iii) any other documents, instruments or certificates required to be delivered in connection with Purchaser's obligations under this Agreement.

1.3 Partnership Agreement; Assumption. Purchaser acknowledges that it has in its possession a copy of the Limited Partnership Agreement of each Partnership set forth on Schedule A hereto (the "Partnership Agreements"). Upon a Closing, Purchaser agrees to accept and be bound by all the terms and provisions of the Partnership Agreement related to the Interest transferred at Closing, including, but not limited to, the representations of the limited partners thereunder and to assume and discharge all obligations of a limited partner of the applicable Partnership.

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser that as of the date hereof and as of the Closing Date:

2.1 Description of Interests. Each Interest consists of a limited partnership interest represented by a commitment by Seller to fund each of the Partnerships capital up to the amount set forth on Schedule A hereto. Except as set forth on Schedule A hereto, Seller has made contributions to the capital of each Partnership as required by the applicable Partnership Agreement through and including September 30, 2008 (the "Contributions"). Except as set forth in Schedule A, such Contributions have been made in a manner that did not, and will not with the passage of time, result in a forfeiture of any portion of such Interest or any penalty thereto. Schedule A hereto accurately and completely lists the capital commitment amount of Seller, the Contributions made by Seller, any outstanding capital calls, the remaining amount of contributions which Seller may be called upon to make under each Partnership Agreement, Seller's Partnership percentage and Seller's capital account balances.

2.2 Title to Property/Authorization. Except as set forth on Schedule 2.2 attached hereto, (a) Seller is the sole owner of each Interest, has good title to and owns each Interest free and clear of any liens, claims, encumbrances and security interests, other than restrictions and conditions set forth in the related Partnership Agreement, (b) Seller has the full power and authority to execute and deliver this Agreement and to sell, assign and transfer each Interest to Purchaser free and clear of all liens, claims, encumbrances and security interests provided Seller obtains all of the Third Party Consents (as defined in subparagraph (c) immediately below); and (c) Seller's sale of each Interest and its execution and delivery of this Agreement have been authorized by all necessary corporate or other action on Seller's behalf, and no governmental, regulatory or other consent, approval or authorization is required for the performance by Seller of its obligations hereunder, except for (i) the consent of each General Partner to the transfer of the applicable Interest to Purchaser and Purchaser's admission as a new limited partner of such Partnership; (ii) the issuance of the Court Order, as provided in Section 1.2(a)(ii) above; and (iii) with respect to Seller's Interest in ARCH Venture Fund V, L.P., confirmation of Seller's right to transfer the Interest to Purchaser because the limited partners have not exercised in any respect their rights of first refusal under the applicable Partnership Agreement (collectively, the "Third Party Consents"). Nothing in this Section 2.2 shall be construed to limit Seller's obligation to deliver the Court Order as set forth in Section 1.2(a)(ii).

2.3 Validity. This Agreement constitutes Seller's legal, valid and binding obligation. Subject to obtaining the Third Party Consents prior to Closing, the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby and the performance of Seller's obligations hereunder and under the Partnership Agreements will not conflict with, or result in any material violation of or material default under, any provision of any governing instrument applicable to Seller, or any agreement or instrument to which Seller is a party or by which Seller or any of its properties is bound, or any permit, franchise, judgment, ongoing or completed legal proceedings (including bankruptcy), decree, statute, rule or regulation applicable to Seller or its business or properties.

2.4 Finder's Fees. Seller has not taken any action which would create any obligation or liability on the part of Purchaser to any person or entity for finder's fees, brokerage fees, agent's commission or like payments in connection with this Agreement or the transactions contemplated hereby.

2.5 Compliance with Partnership Agreements. Seller is in compliance with all provisions of each Partnership Agreement, except where failure to comply would not individually or in the aggregate have a material adverse effect on the related Interest or Partnership, and except for Seller's failure to honor certain capital assessments made against it, in the amounts stipulated in Schedule A, as to its Interests in the identified partnerships.

2.6 No Reliance. In connection with the transaction contemplated hereby, Seller is not relying on any information or statements provided by Purchaser, other than those expressly set forth in this Agreement and the Transfer Agreements.

2.7 Partnership Agreements. Seller has delivered to Purchaser fully executed copies of the Partnership Agreements of the Partnerships listed on Schedule A and any

amendments thereto in Seller's possession. Seller confirms that there are no side agreements or other agreements between Seller and the Partnership as to Seller's interest in or rights with respect to any of the Partnerships. To Seller's knowledge, such documents have not been amended, modified or terminated in any material respect and remain in full force and effect.

2.8 Purchaser's Obligation to Close. Seller acknowledges and agrees that Purchaser's obligation to close the transactions contemplated in this Agreement is conditioned upon receipt of the Third Party Consents and Seller's compliance with all of the requirements of the Bankruptcy Court and Court Order, including any notice requirements.

### ARTICLE III

#### REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser hereby represents and warrants to Seller that, as of the date hereof and as of the Closing Date:

3.1 Organization. Purchaser is a limited partnership validly existing and in good standing under the laws of the jurisdiction in which it was formed and has the power and authority and all necessary governmental approvals to operate and carry on its business as it is now being conducted or presently proposed to be conducted.

3.2 Authorization. Purchaser has full power and authority to execute and deliver this Agreement and to subscribe for and purchase the Interests as provided hereunder. Purchaser's purchase of the Interests and its execution and delivery of this Agreement has been authorized by all necessary limited partnership or other action on Purchaser's behalf, and no consent, approval or authorization is required for the performance by Purchaser of its obligation hereunder, except for the consent of the General Partners and the issuance of the Court Order. This Agreement constitutes Purchaser's legal, valid and binding obligation.

3.3 Purchase for Investment; No Public Offering. Purchaser is acquiring the Interests for its own account and not with a view to or for sale in connection with any distribution of any part of the Interests. Purchaser hereby agrees not to transfer or dispose of any part of the Interests except in accordance with the registration provisions of the Securities Act of 1933, as amended (the "Securities Act"), or an exemption from such registration provisions and in accordance with the terms of the Partnership Agreements. Purchaser understands that it must bear the economic risk of an investment in the Interests being purchased hereby for an indefinite period of time because, among other reasons, the offering and sale of the Interests has not been registered under the Securities Act, and, therefore, the Interests cannot be sold unless they are subsequently registered under the Securities Act or an exemption from registration is available. Purchaser also understands that a sale or transfer of any portion of the Interests is further restricted by the provisions of the Partnership Agreements and applicable state securities laws.

3.4 Reliance. Purchaser acknowledges that, in making its determination to proceed with the transactions contemplated by this Agreement, it has relied solely on the representations and warranties set forth in this Agreement and in the Transfer Agreements, and neither the Seller, nor any of its directors, officers, employees, shareholders, agents or

representatives makes or has made any representation or warranty, either express or implied, as to the accuracy or completeness of any of the information provided or made available to Purchaser or its representatives except as set forth in this Agreement and in the Transfer Agreements, or as to the value of the Interests. Purchaser has such knowledge and experience in financial and business matters that Purchaser is capable of evaluating the merits and risks of acquiring the Interests and of making an informed decision to acquire the Interests on the terms set forth in this Agreement.

3.5 Accredited Investor. The Purchaser is an accredited investor as defined in Rule 501(a) of Regulation D promulgated under the Securities Act.

3.6 Risks. The Purchaser is aware that the Interests are highly speculative and that there can be no assurance as to what return, if any, there may be.

3.7 Finder's Fees. Purchaser has not taken any action which would create any obligation on the part of Seller to any person or entity for finder's fees, brokerage fees, agent's commission or like payments in connection with this Agreement or the transactions contemplated hereby.

3.8 Seller's Obligation to Close. Purchaser acknowledges and agrees that Seller's obligation to close the transactions contemplated in this Agreement is conditioned upon receipt of the Third Party Consents and Seller's compliance with all of the requirements of the Bankruptcy Court and Court Order, including any notice requirements.

## ARTICLE IV

### COVENANTS

4.1 Bankruptcy Court Approval. Seller will use commercially-reasonable efforts to obtain consents, waivers, or other action required to satisfy the closing conditions specified in Sections 2.8 and 3.8.

4.2 Post-Closing Distributions. To the extent Seller receives, after the Closing, any distributions, monies, securities or other items of value from the Partnerships with respect to the Interests transferred to Purchaser, Seller will promptly, and in any event within three (3) business days of receipt by Seller, pay or transfer to Purchaser such property.

4.3 Indemnification. Each party hereto shall indemnify and hold the other and its affiliates, directors, officers, employees, shareholders, partners, agents or representatives (each, an "Indemnitee") harmless from and against any liability, loss, cost, expense, claim, lien or other damage, including, without limitation, reasonable attorney's fees and expenses (collectively, "Damages"), resulting from or arising out of, or alleged to result from or arise out of, any action or inaction by such party or any of its affiliates (each, an "Indemnifying Party") in connection with (a) its performance of its obligations under this Agreement and the Transfer Agreements or (b) any breach of its representations and warranties under this Agreement and the Transfer Agreements. An Indemnitee shall promptly give written notice (a "Claim Notice") to the Indemnifying Party of the commencement, or threat of commencement, of any claim or proceeding if such Indemnitee believes that indemnification with respect thereto may be sought

from the Indemnifying Party under this Agreement. The Indemnifying Party shall be entitled to assume the defense of the claim or proceeding described in a Claim Notice, with counsel reasonably satisfactory to such Indemnitee, at the Indemnifying Party's sole expense and without diminution of the Indemnifying Party's indemnity obligation under this Agreement, upon the delivery to such Indemnitee of written notice (an "Election Notice") of the Indemnifying Party's election so to do given to such Indemnitee within ten (10) days of delivery to the Indemnifying Party of the related Claim Notice. After delivery of an Election Notice, such Indemnitee shall have the right to employ separate counsel with regard to any such claim or proceeding at such Indemnitee's expense. If the Indemnifying Party assumes the defense of a claim or proceeding under this Section 4.3, the Indemnifying Party agrees not to enter into any waiver, release or settlement of such claim or proceeding without the prior written consent of such Indemnitee, unless such waiver, release or settlement includes an unconditional release of such Indemnitee from all liability arising out of such claim or proceeding. The remedies set forth in this Section 4.3 shall constitute each party's sole and exclusive remedy for any claims arising from this Agreement. Under no circumstances shall each party's indemnity obligations set forth herein exceed the Purchase Price.

4.4 Transfer Taxes, Fees and Expenses. Each party shall pay all applicable sales, use, transfer or other taxes incurred by it as a result of or in connection with the transactions contemplated hereby. Seller and Purchaser shall pay their own legal fees and other out-of-pocket expenses incurred by it in connection with the transaction contemplated by this Agreement. Seller further agrees to pay any expenses of the General Partners and the Partnerships required to be paid pursuant to the terms of the Partnership Agreements in connection with the transactions contemplated hereby. If Purchaser is required to pay any such expenses, Seller shall promptly reimburse Purchaser for expenses so paid.

4.5 Further Assurances. In addition to the provisions of this Agreement, from time to time after Closing, Seller and Purchaser will use commercially reasonable efforts to execute and deliver such other instruments of assignment, transfer, assumption, or consent as the case may be, and take such other action as may be reasonably requested to implement the assignment and transfer of the related Interest to Purchaser.

4.6 Notice from the Partnership. At the Closing, Seller shall make commercially reasonable efforts to cause the respective General Partners to amend their records to reflect the Purchaser as the limited partner of record such that Purchaser would receive any notice, certificate, offer, proposal, correspondence or other written communication from or on behalf of a Partnership in connection with such Partnership or the related Interest.

4.7 Purchaser Execution of the Partnership Agreements. Purchaser shall execute the Partnership Agreements and other agreements for the Interests as reasonably requested by the General Partners.

## ARTICLE V

### TERMINATION; EXCLUSIVITY PERIOD

5.1 Termination. Except as provided below, if Seller does not secure the Third Party Consents on or prior to April 14, 2009, either Purchaser or Seller may, by written notice to the other party, terminate this Agreement without liability or damage to the other party. Notwithstanding the foregoing, as long as Seller continues, in good faith, to pursue an order from the Bankruptcy Court authorizing and directing the transfer of one or more of the Interests to Seller under this Agreement, regardless of whether the applicable General Partners are prepared to consent to such transfers, Seller may, at its discretion and without the consent of Purchaser, extend the outside date for securing the Third Party Consents, for up to two consecutive 30-day periods. If Seller extends the outside date, it will provide to Purchaser written notice of such election.

5.2 Exclusivity. As long as this Agreement has not been terminated under Section 5.1, Seller and each Affiliate of Seller: (i) shall deal exclusively with Purchaser in connection with the sale of the Interests; (ii) shall not disclose, directly or indirectly, the terms of this Agreement to any third party except the Official Committee of Unsecured Creditors in the jointly administered chapter 11 cases of Seller and WMI Investment Corp. (the "Committee") and to the limited extent required or necessary to secure the Third Party Consents; (iii) shall not, directly or indirectly, negotiate with or enter into any agreements or understandings with respect to the sale of the Interests with any other party other than Purchaser, which shall include, without limitation, ceasing all current discussions with third parties regarding the sale of the Interests, except as necessary to comply with the applicable rights of first refusal or other transfer restrictions in the Partnership Agreements, and (iv) shall promptly inform Purchaser of any unsolicited third party offer to purchase part or all of the Interests.

## ARTICLE VII

### MISCELLANEOUS

6.1 Survival of Representations, Warranties, and Agreements. The representations and warranties contained in Article II and Article III of this Agreement shall survive for a period of two (2) years following the Closing Date.

6.2 Counterparts. This Agreement may be signed by each party hereto upon a separate copy, or by facsimile, in which event all such copies shall constitute a single counterpart of this Agreement.



6.3 Notices. All notices, claims, demands, and other communications hereunder shall be in writing and shall be deemed given upon (a) confirmation of receipt of a facsimile transmission, (b) confirmed delivery by a standard overnight carrier or when delivered by hand, or (c) the expiration of five (5) business days after the day when mailed by registered or certified mail (postage prepaid, return receipt requested), addressed to the respective parties at the following addresses (or such other address for a party as shall be specified by like notice):

(1) In the case of Seller:

Washington Mutual, Inc.  
c/o Michael Arko  
Alvarez & Marsal  
2355 East Camelback Rd., Suite 805  
Phoenix, AZ 85016  
E-mail: marko@alvarezandmarsal.com

(2) In the case of Purchaser:

Industry Ventures Fund V, L.P.  
750 Battery Street, 7<sup>th</sup> Floor  
San Francisco, CA 94111  
Fax: (415) 391-7262  
Attn: Hans D. Swildens  
E-mail: hans@industryventures.com

6.4 Governing Law; Arbitration; Forum. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware. Any action arising under or in connection with this Agreement shall be resolved in United States Bankruptcy Court for the District of Delaware; provided, however, that, if the Bankruptcy Court no longer maintains jurisdiction over the matters set forth herein, any action arising under or in connection with this Agreement shall be resolved in the United States District Court for the Northern District of California or the Superior Court in and for the County of San Francisco, to the jurisdiction of which each party hereby submits.

6.5 Descriptive Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

6.6 Amendment. This Agreement may not be amended except by an instrument in writing signed on behalf of Purchaser and Seller.

6.7 Successors and Assigns; Assignment. Neither Seller nor Purchaser may assign their rights or obligations hereunder without the prior written consent of the other. This Agreement and the terms, covenants, conditions, provisions, obligations, undertakings, rights and benefits hereof shall be binding upon and inure to the benefit of Purchaser and Seller and their

respective permitted successors and assigns, including, without limitation, payment of the Purchase Price hereunder. Any assignee permitted by this section shall agree in writing to be bound by all of the terms and provisions of this Agreement.

6.8 Entire Agreement. This Agreement (including the exhibits annexed hereto or referred to herein and the agreements executed and delivered pursuant to the terms hereof), contains the entire agreement between the parties with respect to the transaction contemplated and supersedes all prior agreements, written or oral, with respect thereto.

6.9 No Third Party Rights. Except as provided in Section 4.3 above, the provisions of this Agreement are not intended to be for the benefit of or enforceable by any third party.

6.10 Waiver. Either party hereto may by written notice to the other (a) extend the time for the performance of any of the obligations or other actions of the other party under this Agreement, (b) waive any inaccuracies in the representations or warranties of the other party contained in this Agreement or in any document delivered pursuant to this Agreement, (c) waive compliance with any of the conditions or covenants of the other party contained in this Agreement, or (d) waive or modify performance of any of the obligations of the other party under this Agreement. The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

*[Signature page follows]*

IN WITNESS WHEREOF, the parties hereto have entered into this Purchase and Sale Agreement as of the date first set forth above.

SELLER:

Washington Mutual, Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

PURCHASER:

Industry Ventures Fund V, L.P.

By: Industry Ventures Management V,  
L.L.C.,  
its General Partner

By: \_\_\_\_\_

Hans D. Swildens,  
Managing Member

**SCHEDULE A**

**DESCRIPTION OF INTERESTS<sup>1</sup>**

<u>Name</u>	<u>Capital Commitment</u>	<u>Capital Calls Funded</u>	<u>Unfunded Commitments<sup>2</sup></u>	<u>Prior Capital Calls Not Funded by Seller<sup>3</sup></u>	<u>Capital Account<sup>4</sup></u>	<u>Partnership Percentage<sup>4</sup></u>
ARCH Venture Fund V, L.P.	\$3,000,000	\$2,865,000	\$135,000	\$60,000	\$2,038,744	0.850080%
Arrowpath eCommerce Fund II, L.P.	\$5,000,000	\$4,250,000	\$750,000		\$2,025,896	2.42% based upon capital commitments; 2.32% based upon total year end capital balances
Digital Partners III, L.P.	\$880,000	\$801,600	\$78,400		\$262,675	2.9516%
Madrona Venture Fund I-A	\$3,000,000	\$2,940,000	\$60,000		\$1,487,189	1.50%
Madrona Venture Fund III	\$1,000,000	\$460,000	\$540,000	\$70,000	\$429,189	0.60%
Maveron Equity Partners 2000	\$2,618,182	\$2,506,190	\$111,992	\$26,182	\$844,258	1.0683%

- 1 All of the information in this table excluding prior capital calls not funded by the seller is as of September 30, 2008. Prior capital calls not funded by the seller is as of the date of execution.
- 2 The amounts in this column represent the total unfunded amounts, including amounts previously called by the Partnership, but not funded by Seller, which amounts, to the extent applicable, are set forth in the column to the right.
- 3 This column shows the amounts, if any, previously called by the Partnership but not funded by Seller. Seller assumes that the Partnership will require the funding of this capital, as a condition to Purchaser's admission as a substitute Limited Partner or that the Partnership may call such capital amounts from Purchaser at or shortly after the Closing.
- 4 The information shown in each of these columns is based upon financial information provided by the applicable Partnership to Seller as to Seller's capital account balance and Partnership percentage interest as of September 30, 2008. The respective Partnership percentage interests are based upon Seller's total capital commitment relative to the capital commitments of other investors. Seller has received written confirmation from each of the Partnerships as to the accuracy of these numbers.

**PURCHASE PRICES**

ARCH Venture Fund V, L.P.	\$1,577,409
Arrowpath eCommerce Fund II, L.P.	\$454,618
Digital Partners III, L.P.	\$39,291
Madrona Venture Fund I-A, L.P.	\$656,651
Madrona Venture Fund III, L.P.	\$57,265
Maveron Equity Partners 2000, L.P.	\$381,081
<b>Total:</b>	<b>\$3,166,314</b>

**PARTNERSHIP AGREEMENTS**

Fourth Amended and Restated Limited Partnership Agreement of ARCH Venture Fund V, L.P., dated June 28, 2001.

Amended and Restated Limited Partnership Agreement of E\*Trade eCommerce Fund II, L.P. (Arrowpath eCommerce Fund II, L.P.), dated January 26, 2001.

Agreement of Limited Partnership of Digital Partners III, L.P., dated January 28, 2000.

Agreement of Limited Partnership of Madrona Venture Fund I-A, L.P., dated November 16, 1999.

Amended and Restated Limited Partnership Agreement of Madrona Venture Fund III, L.P., dated June 24, 2005, as amended February 21, 2006.

Agreement of Limited Partnership of Maveron Equity Partners 2000, L.P., dated December 17, 1999, as amended July 25, 2000.

## Schedule 2.2 to the Purchase and Sale Agreement

1. On August 29, 2005, one Kimberly Sue Henn, purportedly located in Tacoma, WA, filed a UCC Financing Statement alleging an "Admiralty Maritime lien" in the amount of \$991,716,033, covering "all personal and real property; bank accounts, foreign and domestic; private exemptions; government risk management accounts; insurance policies; stocks and bonds; asset accounts, investments and future earnings" of Washington Mutual, Inc. ("WMI") and certain individuals. WMI can find no basis for this claim and believes it to be a wrongful filing.
2. On July 8, 2006, one Charlette Sneed, purportedly located in Inglewood, CA, filed a UCC Financing Statement alleging an "Admiralty Maritime lien" in the amount of \$246,769,308, covering "all personal and real property; bank accounts, foreign and domestic; private exemptions; government risk management accounts; insurance policies; stocks and bonds; asset accounts, investments and future earnings" of Washington Mutual, Inc. and certain individuals. WMI can find no basis for this claim and believes it to be a wrongful filing.
3. On December 20, 2006, one Nancy Ellen Lloyd, purportedly located in Greensboro, NC, filed a UCC Financing Statement alleging an "Admiralty Administrative Judgment" in the amount of \$30,197,637, covering "all personal and real property; bank accounts, foreign and domestic; private exemptions; government risk management accounts; insurance policies; stocks and bonds; asset accounts, investments and future earnings" of Washington Mutual, Inc. and certain individuals. This initial UCC Financing Statement was purportedly assigned to CIC Works, Inc., purportedly of Panama City, Panama, on May 29, 2007, which in turn filed an additional UCC Financing Statement for such claim on May 29, 2007. WMI can find no basis for such claim and believes it to be a wrongful filing.
4. On January 2, 2007, one Gary Lee Costa, purportedly located in Marysville, WA, filed a UCC Financing Statement alleging an "Admiralty Administrative Judgment" in the amount of \$168,416,694, covering "all personal and real property; bank accounts, foreign and domestic; private exemptions; government risk management accounts; insurance policies; stocks and bonds; asset accounts, investments and future earnings" of Washington Mutual, Inc. and certain individuals. This initial UCC Financing Statement was purportedly assigned to CIC Works, Inc., purportedly of Panama City, Panama, on May 30, 2007, which in turn filed an additional UCC Financing Statement for such claim on May 30, 2007. WMI can find no basis for such claim and believes it to be a wrongful filing.
5. On February 9, 2007, one Lynda McCray-Gueits, purportedly located in Whiteriver, AZ, filed a UCC Financing Statement alleging an "Admiralty Maritime lien" in the amount of \$61,497,960, covering "all personal and real property; bank accounts, foreign and domestic; private exemptions; government risk management accounts; insurance policies; stocks and bonds; asset accounts, investments and future earnings" of Washington Mutual, Inc. and certain individuals. This initial UCC Financing Statement was

purportedly assigned to CIC Works, Inc., purportedly of Panama City, Panama, which in turn filed an additional UCC Financing Statement for such claim on May 15, 2007. WMI can find no basis for such claim and believes it to be a wrongful filing.

6. On May 1, 2007, one Mizpah Miller, purportedly located in Austell, GA, filed a UCC Financing Statement alleging an "Admiralty Maritime lien" in the amount of \$3,108,809,312, covering "all personal and real property; bank accounts, foreign and domestic; private exemptions; government risk management accounts; insurance policies; stocks and bonds; asset accounts, investments and future earnings" of Washington Mutual, Inc. and certain individuals. This initial UCC Financing Statement was purportedly assigned to CIC Works, Inc., purportedly of Panama City, Panama, on July 7, 2007, which in turn filed an additional UCC Financing Statement for such claim on July 7, 2007. WMI can find no basis for such claim and believes it to be a wrongful filing.