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UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549

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FORM 8-K  
CURRENT REPORT

PURSUANT TO SECTION 13 OR 15(d) OF THE  
SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): **January 3, 2017**

**Live Ventures Incorporated**  
(Exact Name of Registrant as Specified in Charter)

**Nevada**  
(State or Other Jurisdiction of Incorporation)

**001-33937**  
(Commission File Number)

**85-0206668**  
(IRS Employer Identification No.)

**325 E. Warm Springs Road, Suite 102**  
**Las Vegas, NV 89119**

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(Address of Principal Executive Offices and Zip Code)

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Registrant's telephone number, including area code: **702-939-0231**

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(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**Item 5.02. Departure of Directors or Certain Officers; Election of Directors, Appointment of Certain Officers; Compensatory Arrangement of Certain Officers.**

On January 3, 2017, the Board of Directors of the Company appointed Mr. Virland A. Johnson to serve as the Chief Financial Officer of the Company effective immediately. Mr. Jon Isaac will no longer serve as Chief Financial Officer of the Company but will remain as Chief Executive Officer, President and as a Director of the Company.

Mr. Johnson joined the Company in November 2016 as a consultant. Mr. Johnson was Sr. Director of Revenue for JDA Software for the last six years, where he was responsible for revenue recognition determination, sales and contract support while acting as a subject matter expert. Prior to joining JDA, Mr. Johnson provided leadership and strategic direction while serving in C-Level executive roles in public and privately held companies such as Cultural Experiences Abroad, Inc., Fender Musical Instruments Corp., Triumph Group, Inc., Unitech Industries, Inc. and Younger Brothers Group, Inc. Mr. Johnson's 25+ years of experience is primarily in the areas of process improvement, complex debt financings, SEC and financial reporting, turn-arounds, corporate restructuring, global finance, merger and acquisitions and returning companies to profitability and enhancing shareholder value. Early on in his career, Mr. Johnson worked in public accounting while attending Arizona State University. Mr. Johnson holds a Bachelor's degree in Accountancy from Arizona State University, and is a licensed Certified Public Accountant in Arizona.

Pursuant to the terms of an employment agreement dated January 3, 2017, by and between Mr. Johnson and the Company, Mr. Johnson shall receive an annual base salary of \$185,000 and be eligible to participate in all benefit programs or plans sponsored by the Company. The Company shall pay or reimburse Mr. Johnson for reasonable expenses incurred or paid in the performance of his duties in accordance with the generally applicable policies and procedures of the Company. If Mr. Johnson is terminated by the Company or if he terminates his employment, he shall be entitled to (i) his annual base salary through the termination date, (ii) any accrued but unused paid time off as of the termination date and (iii) reimbursement for outstanding, but unreimbursed business expenses as of the termination date.

On January 3, 2017, the Company granted Mr. Johnson an aggregate of 20,000 incentive stock options under the Company's 2014 Omnibus Equity Incentive. The options are exercisable for cash. The vesting schedule and exercise price of the options are as follows:

<b><u>Options</u></b>	<b><u>Vesting Schedule</u></b>	<b><u>Number of Options</u></b>	<b><u>Exercise Price</u></b>
Option A	12 months	4,000	\$23.4100
Option B	24 months	4,000	\$27.6000
Option C	36 months	4,000	\$31.7400
Option D	48 months	4,000	\$36.5010
Option E	60 months	4,000	\$41.9762

There are no family relationships between Mr. Johnson and any of the officers or directors of the Company. Mr. Johnson has not engaged in any related party transactions.

**Item 9.01 Financial Statements and Exhibits**

**(d) Exhibits**

Exhibit No.	Description
10.1	Employment Agreement between the Company and Virland A. Johnson, dated January 3, 2017
10.2	Incentive Stock Option Agreement between the Company and Virland A. Johnson, dated January 3, 2017
99.1	Press Release, dated January 5, 2017

**SIGNATURE**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Dated: January 5, 2017

**Live Ventures Incorporated**

By: /s/ Jon Isaac

Name: Jon Isaac

Title: Chief Executive Officer and President

## EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement") is made effective as of January 3, 2017 (the "Effective Date"), between Live Ventures Incorporated, a Nevada corporation (the "Company") and Virland A. Johnson, residing at 20488 N 86th Lane, Peoria, AZ 85382 ("Executive").

WHEREAS, the Company is a holding company which engages in the acquisition of companies in various industries in the United States and operates through three segments: Manufacturing, Marketplace Platform, and Services (the "Business");

WHEREAS, Executive is experienced in the Business, and the Company desires to employ Executive in the Business and Executive desires to accept such employment.

NOW, THEREFORE, in consideration of the mutual covenants and representations contained herein, the parties hereto agree as follows:

1. **Services.** Effective beginning on the Effective Date, the Company shall employ Executive as Chief Financial Officer for a period of five (5) years until terminated pursuant to the terms of this Agreement (the "Term"). Executive shall (i) perform such duties and services as are customarily performed by a CFO of a publicly-traded company, including but not limited to coordinating, managing, preparing, writing, assembling, publishing all documents required to be filed with the Securities and Exchange Committee ("SEC") such as Form 10-K's, 8-K's, 10-Q's, etc., leading quarterly calls with the Company's investors, and such other duties as shall from time to time be assigned to Executive by the Company's Chief Executive Officer; (ii) devote all of Executive's business time to the services required of Executive hereunder; and (iii) use Executive's best efforts, judgment, skill and energy to perform such duties and services. As used in this Section 1, "business time" shall be determined in accordance with the usual and customary standards of the Company. For the avoidance of doubt, the Company and Executive agree that the Executive's reasonable participation in charitable organizations shall not be considered a violation of this provision.

2. **Compensation.** For the services to be provided during Executive's employment with the Company, the Company shall pay to Executive a base salary at the rate of \$185,000 annually ("Annual Base Salary"), payable in accordance with the Company's regular payroll practices. All payments shall be made after deduction of all applicable federal, state, and local income and withholding taxes. Any increases or decreases in Annual Base Salary shall not affect the other terms and conditions of this Agreement. In addition, Executive will be entitled to receive Incentive Stock Options to purchase the Company's ordinary shares of stock pursuant to the Company's 2014 Omnibus Equity Incentive Plan, a copy of which will be provided to Executive, by paying to the Company the exercise price on the dates set forth in the accompanying Incentive Stock Option Agreement.

3. **Benefits.** During Executive's employment with the Company, the Executive shall be eligible to participate in all benefit programs or plans sponsored by the Company in accordance with the terms of such programs or plans as determined by the Company from time to time, including medical insurance. The Executive shall also be entitled to accrue paid time off ("PTO") at the rate of \_\_\_ weeks per calendar year. PTO shall be prorated for partial years worked. Executive may carry over up to 5 unused PTO days per calendar year. Any unused PTO days in excess of 5 will be forfeited. Nothing herein shall be deemed to prohibit the Company from amending or terminating any such benefit program or plan in its sole and absolute discretion.

4. **Expense Reimbursement.** The Company shall pay or reimburse the Executive for reasonable expenses incurred or paid by the Executive in the performance of the Executive's duties hereunder in accordance with the generally applicable policies and procedures of the Company, as in effect from time to time and subject to the terms and conditions thereof. Such procedures include the reimbursement of approved expenses within 30 days after approval. Section 409A (as defined in Section 10(h)) prohibits reimbursement payments from being made any later than the end of the calendar year following the calendar year in which the applicable expense is incurred or paid. Also under Section 409A, (i) the amount of expenses eligible for reimbursement during any calendar year may not affect the amount of expenses eligible for reimbursement in any other calendar year, and (ii) the right to reimbursement under this Section 5 cannot be subject to liquidation or exchange for another benefit. Any personal or non-approved expenses will not be reimbursable and, if paid or advanced by the Company, are authorized to be repaid to the Company by deduction from future payments to Executive.

5. **Termination of Employment.**

For purposes of this section, the following definitions shall apply to the terms set forth below:

A. **Cause.** As used herein, the term "Cause" means any of the following: (1) conviction of a felony or any offense involving moral turpitude; (2) commission of an act of fraud, dishonesty, misrepresentation or breach of trust to the detriment of the Company or affiliate of the Company; (3) suspension or bar by the SEC or FINRA from employment or association with a publicly-traded company; (4) commission of an act of gross negligence or willful misconduct to the detriment of the Company, or any affiliate of the Company; (5) failure to follow the lawful instructions of the Chief Executive Officer; or (6) breach of a material provision of this Agreement without cure by the Executive with thirty (30) days from the date written notice of the alleged breach has been given to the Executive by the Company.

B. **Disability.** As used herein, the term "Disability" means Executive's inability to perform the essential functions of Executive's position, even with reasonable accommodation, due to legal, physical or mental incapacity, for a period beyond any protected leave to which Executive is entitled under applicable law. A determination of Disability shall be subject to the certification of a qualified medical doctor agreed to by the Company and Executive or, in the event of Executive's incapacity to designate a doctor, Executive's legal representative. In the absence of agreement between the Company and Executive, each party shall nominate a qualified medical doctor and the two (2) doctors so nominated shall select a third doctor, who shall make the determination as to Disability.

C. **Termination by Company.** The Company may terminate Executive's employment hereunder immediately for Cause, subject to any cure provisions as described in subsection A above. Subject to the other provisions contained in this Agreement, the Company may terminate Executive's employment for any reason other than Cause upon thirty (30) days' written notice to Executive. The effective date of termination (the "Termination Date") shall be considered to be the date of notice of termination if for Cause and thirty (30) days subsequent to written notice of termination for any reason other than Cause; however, the Company may elect, in its sole discretion, to have Executive leave the Company's employ immediately, provide that Company shall continue to pay Executive the Annual Base Salary and provide Executive with benefits through the Termination Date.

D. **Death or Disability of Executive.** Executive's employment with the Company shall terminate immediately upon the death or Disability of Executive.

E. Severance Benefits Upon Termination.

(i) If Executive's employment is terminated by the Company for Cause, or Executive terminates Executive's employment, then the Company shall, in accordance with applicable law, (a) pay Executive's Annual Base Salary through the Termination Date, (b) pay Executive any accrued but unused PTO days as of the Termination Date, and (c) reimburse Executive in accordance with Company policy for any outstanding but unreimbursed business expenses as of the Termination Date (collectively, the "Accrued Obligations"), and the Company shall thereafter have no further obligations to make any payment to Executive under this Agreement.

(ii) If Executive's employment is terminated by the Company without Cause or as a result of Disability, provided that Executive executes a release in form satisfactory to the Company, the Company shall (a) pay Executive the Accrued Obligations; and (b) if Executive elects to continue Executive's health insurance coverage, as applicable, under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"), the Company will pay to Executive cash payments equal to the difference between the COBRA continuation coverage premiums and the amount of premiums paid by similarly situated active employees of the Company under the Company's health insurance plans in which Executive and, if applicable, Executive's family, was participating immediately prior to the Termination Date until the earlier of (1) the expiration of the six (6) months following the Termination Date, and (2) the date that Executive is eligible to receive substantially equivalent coverage and benefits from a new employer, to be paid in equal installments on the Company's regular pay dates (subject to applicable withholdings and deductions).

(iii) If Executive's employment is terminated by the Company as a result of the Executive's death, then the Company shall pay Executive's estate the Accrued Obligations as lawfully required, and the Company shall if Executive's spouse and/or dependent children elect to continue health insurance coverage, as applicable, under COBRA, the Company will pay to Executive's spouse or partner cash payments equal to the difference between the applicable COBRA continuation coverage premiums and the amount of premiums paid by similarly situated active employees of the Company under the Company's health insurance plans in which Executive's spouse or partner and/or dependent children were participating immediately prior to the Termination Date for a period of twelve (12) months following Executive's date of death.

(iv) Except as otherwise provided herein, all payments made hereunder shall be made to Executive or Executive's estate within thirty (30) days of the Termination Date.

6. Restrictive Covenants.

(a) **Confidentiality.** Executive recognizes that any knowledge and information of any type whatsoever of a confidential nature relating to the Business, including, without limitation, all types of trade secrets, vendor and customer and client lists and information, Executive lists and information, customer and client information provided to the Company, information regarding product development, marketing plans, management organization information, operating policies and manuals, sourcing data, performance results, business plans, financial records, and other financial, commercial, business and technical information (collectively, "Confidential Information"), must be protected as confidential, not copied, disclosed or used at any time, other than for the benefit of the Company. Executive further agrees that at any time during the Term of employment or thereafter, Executive will not divulge to anyone (other than the Company or any person employed or designated by the Company), publish or make use of any Confidential Information without the prior written consent of the Company, except as (and only to the extent) (i) required by an order of a court having competent jurisdiction or under subpoena from an appropriate government agency and then only after providing the Company with the reasonable opportunity to prevent such disclosure or to receive confidential treatment for the Confidential Information required to be disclosed, (ii) with respect to any other litigation, arbitration or mediation involving this Agreement, including, but not limited to the enforcement of this Agreement, or (iii) as to Confidential Information that becomes generally known to the public or within the relevant trade or industry other than due to the Executive's violation of this Section 6(a). The Executive further agrees that following the termination of employment for whatever reason, (1) the Company shall keep all tangible property assigned to the Executive or prepared by the Executive, and (2) the Executive shall not misappropriate or infringe upon the Confidential Information of the Company (including the recreation or reconstruction of Confidential Information from memory).

(b) **Non-Competition.** Executive agrees that during the Term of employment and for a period of six (6) months following the termination thereof for any reason, Executive shall not, directly or indirectly, compete with the Company in the Business, either individually or in any other individual or representative capacity, including, without limitation, as independent contractor, consultant, Executive, agent, stockholder, owner, director, partner, principal or member of any other agency, entity, or person, unless the Company expressly and in its sole discretion waives in writing Executive's compliance with this Section 6(b). Nothing contained herein shall be construed to prevent Executive from investing in the stock of any corporation listed on a national securities exchange or traded in the over-the-counter market so long as you are not involved in the business of such corporation and does not own more than five percent (5%) of the stock of such corporation (a "Permitted Investment").

(c) **Non-Solicitation.** Executive agrees that: (i) during the Term of employment and for a period of twelve (12) months following the termination thereof for any reason, Executive shall not hire or solicit to hire, or directly or indirectly encourage or induce any Executive of the Company to leave the Company's employ, whether on Executive's own behalf or on behalf of any other person (other than the Company), any Executive or independent contractor of the Company or any individual who had left the employ of the Company within twelve (12) months of the termination of the Executive's employment with the Company; and (ii) during the Term of employment and for a period of six (6) months following the termination thereof for any reason, Executive shall not induce or attempt to induce, directly or indirectly, any customer, client, supplier, licensee, licensor, franchisee or other business relation of the Company to cease doing business with the Company, or in any way interfere with the relationship between any such customer, client, supplier, licensee or business relation and the Company (including, without limitation, making any negative statements or communications about the Company).

(d) **Public Comment.** Executive, during the Term of employment and at all times thereafter, shall not make any derogatory comment concerning the Company or any of its current or former directors, officers, members or employees.

(e) **Blue Pencil.** If any of the restrictions on competitive or other activities contained in this Section 6 shall for any reason be held by a court of competent jurisdiction to be excessively broad as to duration, geographical scope, activity or subject, such restrictions shall be construed so as thereafter to be limited or reduced to be enforceable to the extent compatible with the applicable law; it being understood that by the execution of this Agreement, (i) the parties hereto regard such restrictions as reasonable and compatible with their respective rights, and (ii) the Executive acknowledges and agrees that the restrictions will not prevent Executive from obtaining gainful employment subsequent to the termination of Executive's employment. The existence of any claim or cause of action by the Executive against the Company shall not constitute a defense to the enforcement by the Company of the foregoing restrictive covenants, but such claim or cause of action shall be determined separately.

(f) **Injunctive Relief.** Executive acknowledges and agrees that the covenants and obligations of the Executive set forth in this Section 6 relate to special, unique and extraordinary services rendered by the Executive to the Company and that a violation of any of the terms of such covenants and obligations will cause the Company irreparable injury for which adequate remedies are not available at law. Therefore, Executive agrees that the Company shall be entitled to seek an injunction, restraining order or other temporary or permanent equitable relief (without the requirement to post bond) restraining the Executive from committing any violation of the covenants and obligations contained herein. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Company may have at law or in equity. By execution of this Agreement, the Executive accepts, generally and unconditionally, the exclusive jurisdiction of the state and federal courts sitting in the State of Nevada, County of Las Vegas, and any related appellate courts, and irrevocably agrees to be bound by any final judgment (after exhausting all appeals therefrom or after all time periods for such appeals have expired) rendered thereby in connection with this Agreement, and irrevocably waives any objection the Executive may now or hereafter have as to the venue of any such suit, action or proceeding brought in such a court or that such court is an inconvenient forum.

7. **Work for Hire.** Executive agrees that all marketing, operating and training ideas, sourcing data, processes and materials, including all inventions, discoveries, improvements, enhancements, written materials and development related to the business of the Company (“Proprietary Materials”) to which the Executive may have access or that the Executive may develop or conceive while employed by the Company shall be considered works made for hire for the Company and prepared within the scope of employment and shall belong exclusively to the Company. Any Proprietary Materials developed by the Executive that, under applicable law, may not be considered works made for hire, are hereby assigned to the Company without the need for any further consideration, and the Executive agrees to take such further action, including executing such instruments and documents as the Company may reasonably request, to evidence such assignment.

8. **Cooperation.** During the period of Executive’s employment with the Company and at any time following the cessation of such employment for any reason, Employee agrees to cooperate (i) with the Company in the defense of any legal matter involving any matter that arose during Employee’s employment with the Company and (ii) with all governmental authorities on matters pertaining to any investigation, litigation or administrative proceeding pertaining to the Company. The Company will reimburse Employee for any reasonable travel and out-of-pocket expenses incurred by Employee in providing such cooperation. Furthermore, any such cooperation occurring after the termination of Employee’s employment shall be scheduled to the extent reasonably practicable so as not to unreasonably interfere with Employee’s business or personal affairs.

9. **Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Nevada, without regard to the principles thereof relating to the conflict of laws.

10. **Consent to Arbitration.** The Company and Executive hereby consent to resolve all claims arising out of this Agreement or the parties’ employment relationship through binding and confidential arbitration.

(a) This Agreement shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.*, and evidences a transaction involving commerce. This Agreement applies to any dispute arising out of or related to Executive's employment with Company or termination of employment. Nothing contained in this Agreement shall be construed to prevent or excuse Executive from using the Company's existing internal procedures for resolution of complaints, and this Agreement is not intended to be a substitute for the use of such procedures. Except as it otherwise provides, this Agreement is intended to apply to the resolution of disputes that otherwise would be resolved in a court of law, and therefore this Agreement requires all such disputes to be resolved only by an arbitrator through final and binding arbitration and not by way of court or jury trial. Executive expressly waives any right to a trial by jury of claims that would otherwise be so triable and any right to seek or recover punitive damages. Such disputes include without limitation disputes arising out of or relating to interpretation or application of this Agreement, including the enforceability, revocability or validity of the Agreement or any portion of the Agreement. The Agreement also applies, without limitation, to disputes regarding the employment relationship, trade secrets, unfair competition, compensation, breaks and rest periods, termination, or harassment and claims arising under the Uniform Trade Secrets Act, Civil Rights Act of 1964, Americans With Disabilities Act, Age Discrimination in Employment Act, Family Medical Leave Act, Fair Labor Standards Act, Executive Retirement Income Security Act, and state statutes, if any, addressing the same or similar subject matters, and all other state statutory and common law claims (excluding workers compensation, state disability insurance and unemployment insurance claims). Claims may be brought before an administrative agency but only to the extent applicable law permits access to such an agency notwithstanding the existence of an agreement to arbitrate. Such administrative claims include without limitation claims or charges brought before the Equal Employment Opportunity Commission ([www.eeoc.gov](http://www.eeoc.gov)), the U.S. Department of Labor ([www.dol.gov](http://www.dol.gov)), the National Labor Relations Board ([www.nlr.gov](http://www.nlr.gov)), the Office of Federal Contract Compliance Programs ([www.dol.gov/esa/ofccp](http://www.dol.gov/esa/ofccp)). Nothing in this Agreement shall be deemed to preclude or excuse a party from bringing an administrative claim before any agency in order to fulfill the party's obligation to exhaust administrative remedies before making a claim in arbitration. Disputes that may not be subject to pre-dispute arbitration agreement as provided by the Dodd-Frank Wall Street Reform and Consumer Protection Act (Public Law 111-203) are excluded from the coverage of this Agreement.

(b) The Arbitrator shall be selected by mutual agreement of the Company and the Executive from a roster of potential arbitrators affiliated with the American Arbitration Association ("AAA") or JAMS Endispute ("JAMS"). If for any reason the parties cannot agree to an Arbitrator, either party may apply to the AAA or JAMS for appointment of a neutral Arbitrator. The AAA or JAMS shall then appoint an Arbitrator, who shall act under this Agreement with the same force and effect as if the parties had selected the Arbitrator by mutual agreement. The location of the arbitration proceeding shall be in Las Vegas, Nevada.

(c) A demand for arbitration must be in writing and delivered pursuant to the notice provisions hereof.

(d) In arbitration, the parties will have the right to conduct adequate civil discovery, bring dispositive motions, and present witnesses and evidence as needed to present their claims and defenses, and any disputes in this regard shall be resolved by the Arbitrator. However, there will be no right or authority for any dispute to be brought, heard or arbitrated as a class, collective or representative action or as a class member in any purported class, collective action or representative proceeding ("Class Action Waiver"). Notwithstanding any other clause contained in this Agreement, the preceding sentence shall not be severable from this Agreement in any case in which the dispute to be arbitrated is brought as a class, collective or representative action. Although Executive will not be retaliated against, disciplined or threatened with discipline as a result of Executive's exercising his or her rights under Section 7 of the National Labor Relations Act by the filing of or participation in a class, collective or representative action in any forum, the Company may lawfully seek enforcement of this Agreement and the Class Action Waiver under the Federal Arbitration Act and seek dismissal of such class, collective or representative actions or claims. Notwithstanding any other clause contained in this Agreement, any claim that all or part of the Class Action Waiver is unenforceable, unconscionable, void or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator.

(e) In arbitration, each party will pay the fees for his, her or its own attorneys, subject to any remedies to which that party may later be entitled under applicable law. However, in all cases where required by law, the Company will pay the Arbitrator's and arbitration fees. If under applicable law the Company is not required to pay all of the Arbitrator's and/or arbitration fees, such fee(s) will be apportioned between the parties by the Arbitrator in accordance with applicable law.

(f) Within thirty (30) days of the close of the arbitration hearing, any party will have the right to prepare, serve on the other party and file with the Arbitrator a brief. The Arbitrator may award any party any remedy to which that party is entitled under applicable law, but such remedies shall be limited to those that would be available to a party in a court of law for the claims presented to and decided by the Arbitrator. The Arbitrator will issue a decision or award in writing, stating the essential findings of fact and conclusions of law. Except as may be permitted or required by law, neither a party nor an Arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of all parties. A court of competent jurisdiction shall have the authority to enter a judgment upon the award made pursuant to the arbitration.

(g) Injunctive Relief: A party may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief in connection with an arbitrable controversy, but only upon the ground that the award to which that party may be entitled may be rendered ineffectual without such provisional relief.

(h) This Section 10 contains the full and complete agreement relating to the formal resolution of employment-related disputes. In the event any portion of this section is deemed unenforceable and except as set forth in subsection (d) hereof, the remainder of this Agreement will be enforceable.

11. **Miscellaneous.**

(a) **Assignment and Successors.** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, legatees, executors, administrators, legal representatives, successors and assigns. Notwithstanding anything in the foregoing to the contrary, the Executive may not assign any of Executive's rights or obligations under this Agreement without first obtaining the written consent of the Company. The Company may assign this Agreement in connection with a sale of all or substantially all of its business and/or assets (whether direct or indirect, by purchase, merger, consolidation or otherwise) and will require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company to assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place. "Company" means the Company as hereinbefore defined and any successor to its business and/or assets as aforesaid that assumes and agrees to perform this Agreement by operation of law or otherwise.

(b) **Survival.** The provisions of Sections 2 – 10 shall survive the termination of this Agreement.

(c) **Notices.** Any notices to be given hereunder shall be in writing and delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid as follows:

If to the Executive, addressed to the Executive at the address then shown in the Executive's employment records

If to the Company at:

Live Ventures Incorporated  
325 East Warm Springs Road  
Suite 102  
Las Vegas, NV 89119  
Attention: Chief Executive Officer

With a copy to:

Windels Marx Lane & Mittendorf, LLP  
156 West 56<sup>th</sup> Street  
New York, New York 10019  
Attention: Scott R. Matthews, Esq.

Any party may change the address to which notices are to be sent by giving notice of such change of address to the other party in the manner provided above for giving notice.

(d) **Severability.** The invalidity of any one or more provisions of this Agreement or any part thereof shall not affect the validity of any other provision of this Agreement or part thereof; and in the event that one or more provisions contained herein shall be held to be invalid, the Agreement shall be reformed to make such provisions enforceable.

(e) **Waiver.** The Company, in its sole discretion, may waive any of the requirements imposed on the Executive by this Agreement. The Company, however, reserves the right to deny any similar waiver in the future. Each such waiver must be express and in writing and there will be no waiver by conduct. Pursuit by the Company of any available remedy, either in law or equity, or any action of any kind, does not constitute waiver of any other remedy or action. Such remedies and actions are cumulative and not exclusive. The Executive's or the Company's failure to insist upon strict compliance with any provision of this Agreement or the failure to assert any right the Executive or the Company may have hereunder shall not be deemed to be a waiver of such provision or right or any other provision or right of this Agreement.

(f) **Section Headings.** The section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

(g) **Withholding.** Any payments provided for hereunder shall be reduced by any amounts required to be withheld by the Company, and any benefits provided hereunder shall be subject to taxation if and to the extent provided, from time to time under applicable Federal, State or local employment or income tax laws or similar statutes or other provisions of law then in effect.

(h) **Section 409A of the Code.** The provisions of this Agreement and any payments made herein are intended to comply with, and should be interpreted consistent with, the requirements of Section 409A of the Code, and any related regulations or other effective guidance promulgated thereunder (collectively, "Section 409A"). The time or schedule of a payment to which the Executive is entitled under this Agreement may be accelerated at any time that this Agreement fails to meet the requirements of Section 409A and any such payment will be limited to the amount required to be included in the Executive's income as a result of the failure to comply with Section 409A.

(i) **Waiver of Jury Trial.** The Company and the Executive hereby waive, as against the other, trial by jury in any judicial proceeding to which they are both parties involving, directly or indirectly, any matter in any way arising out of, related to or connected with this Agreement.

(j) **Entire Agreement.** This Agreement contains the entire understanding, and cancels and supersedes all prior agreements, including, without limitation, any offer of employment, agreement in principle or oral statement, letter of intent, statement of understanding or guidelines of the parties hereto with respect to the subject matter hereof. Notwithstanding the foregoing, this Agreement does not cancel or supersede the programs or plans referred to in Section 3. This Agreement may be amended, supplemented or otherwise modified only by a written document executed by each of the parties hereto or their respective successors or assigns. The Executive acknowledges that Executive is entering into this Agreement of Executive's own free will and accord, with no duress, and that Executive has read this Agreement and understands it and its legal consequences.

(k) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

(l) **Representations.** Executive hereby represents and warrants to the Company that the execution and delivery of this Agreement, and the performance of Executive's obligations hereunder, are not in violation of, and do not and will not conflict with or constitute a default under, any of the terms and provisions of any agreement or instrument to which Executive is subject; and that this Agreement has been duly executed and delivered by Executive and is a valid and binding obligation in accordance with its terms. It is important that Executive completely understands the terms and conditions in this Agreement. Executive acknowledges and represents that there has been an opportunity to ask any question Executive may have about this Agreement. Executive expressly acknowledges and represents that: (i) Executive is competent to execute this Agreement; (ii) the Company has advised Executive to consult with an attorney before signing this Agreement; and (iii) Executive is executing this Agreement voluntarily.

(m) **Eligibility to Work.** In compliance with the Immigration Reform and Control Act of 1986, Executive must provide proof of eligibility to work in the United States by completing a Form I-9. As part of the verification process, Executive may present a document or a combination of documents to demonstrate Executive's identity and work authorization. The Form I-9 and instructions, including the lists of acceptable documents will be provided to Executive, and must be completed no later than close of business of Executive's first day of employment with the Company.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement is executed as of the Effective Date set forth above.

**LIVE VENTURES INCORPORATED**

Signature: /s/ Jon Isaac  
By (printed): Jon Isaac  
Title: CEO and President

**VIRLAND A. JOHNSON**

Signature: /s/ Virland A. Johnson  
By (printed): Virland A. Johnson

**LIVE VENTURES INCORPORATED**  
**2014 OMNIBUS EQUITY INCENTIVE PLAN**  
**INCENTIVE STOCK OPTION AGREEMENT**

THIS AGREEMENT made as of January 3, 2017 (the "Grant Date"), by and between Live Ventures Incorporated (the "Company") and Virland A. Johnson (the "Optionee").

WITNESSETH:

WHEREAS, the Company has adopted and maintains the LiveDeal, Inc. 2014 Omnibus Equity Incentive Plan effective January 8, 2014 (the "Plan"), and

WHEREAS, the Committee has authorized the grant to the Optionee of an Option under the Plan, on the terms and conditions set forth in the Plan and as hereinafter provided,

NOW, THEREFORE, in consideration of the premises contained herein, the Company and the Optionee hereby agree as follows:

1. Plan. This Option award is made pursuant to the terms of the Plan which are incorporated herein by reference. Terms used in this Agreement which are defined in the Plan shall have the same meaning as set forth in the Plan.

2. Grant of Option. The Company hereby grants to the Optionee an option to purchase:

(a) Option A: 4,000 of the Company's Ordinary Shares ("Shares") for an Option price per Share equal to \$23.4100, which is the fair market value on the date of the grant;

(b) Option B: 4,000 of the Company's Ordinary Shares ("Shares") for an Option price per Share equal to \$27.6000;

(c) Option C: 4,000 of the Company's Ordinary Shares ("Shares") for an Option price per Share equal to \$31.7400;

(d) Option D: 4,000 of the Company's Ordinary Shares ("Shares") for an Option price per Share equal to \$36.5010; and

(e) Option E: 4,000 of the Company's Ordinary Shares ("Shares") for an Option price per Share equal to \$41.9762.

The Option is intended by the Committee to qualify as an Incentive Stock Option as provided in Section 9 and the provisions hereof shall be interpreted on a basis consistent with such intent.

3. Exercise Period.

(a) The Option shall be exercisable on or after vesting of the Option pursuant to the terms of the Plan and this Agreement.

(b) All or any part of the Option may be exercised by the Optionee no later than the tenth (10th) anniversary of the Grant Date of the Option.

(c) This Agreement and the Option shall terminate on the earlier of (i) the tenth (10th) anniversary of the Grant Date, or (ii) the date as of which the Option has been fully exercised.

4. Vesting. Except as provided below and subject to the Optionee's continuation of service with the Company during the vesting period, the Option shall vest and become exercisable pursuant to the following schedule:

(a) Option A: 12 months from the Grant Date;

(b) Option B: 24 months from the Grant Date;

(c) Option C: 36 months from the Grant Date;

(d) Option D: 48 months from the Grant Date; and

(e) Option E: 60 months from the Grant Date.

5. Termination of Service. In the event of the Optionee's Termination of Service with the Company, the provisions of Article VI of the Plan shall control.

6. Change in Control. Notwithstanding the foregoing upon a Change of Control, the Option shall automatically become fully vested and exercisable as of the date of such Change of Control.

7. Restrictions on Transfer of Option. This Agreement and the Option shall not be transferable otherwise than by will or by the laws of descent and distribution and the Option shall be exercisable, during the Optionee's lifetime, solely by the Optionee.

8. Exercise of Option.

(a) The Option shall become exercisable at such time as shall be provided herein or in the Plan and shall be exercisable by written notice of such exercise, in the form prescribed by the Committee, to the Secretary of the Company, at its principal office. The notice shall specify the number of Shares for which the Option is being exercised.

(b) Shares purchased pursuant to the Option shall be paid for in full at the time of such purchase in cash.

9. Tax Status of Option.

(a) *Incentive Stock Option.* This Option is intended to be an Incentive Stock Option within the meaning of Section 422(b) of the Code, but the Company does not represent or warrant that this Option qualifies as such. The Optionee should consult with the Optionee's own tax advisor regarding the tax effects of this Option and the requirements necessary to obtain favorable income tax treatment under Section 422 of the Code, including, but not limited to, holding period requirements. If at any time the Option shall fail or cease to meet the requirements of Section 422 of the Code, it shall automatically convert to a, and be treated as a, Nonqualified Option under the terms of the Plan.

(b) *Exercise Limitation.* Options shall not be treated as Incentive Stock Options to the extent the aggregate Fair Market Value of the shares of Stock with respect to which the Optionee may exercise the Option for the first time during any calendar year, when added to the aggregate Fair Market Value of the shares subject to any other options designated as Incentive Stock Options granted to the Optionee under all stock option plans of Company prior to the Date of Option Grant with respect to which such options are exercisable for the first time during the same calendar year, shall exceed One Hundred Thousand Dollars (\$100,000), as and only to the extent necessary to comply with the limitations under Code Section 422(d). For purposes of the preceding sentence, options designated as Incentive Stock Options shall be taken into account in the order in which they were granted, and the Fair Market Value of shares of stock shall be determined as of the time the option with respect to such shares is granted as required under Code Section 422(d).

(c) *Notice of Disqualifying Disposition.* The Optionee shall promptly notify the Company if the Optionee disposes of any of the shares acquired pursuant to the Option within one (1) year after the date of the Optionee exercises all or part of the Option or within two (2) years after the Grant Date of Option. Until such time as the Optionee disposes of such shares in a manner consistent with the provisions of this Agreement, unless otherwise expressly authorized by the Company, the Optionee shall hold all shares acquired pursuant to the Option in the Optionee's name (and not in the name of any nominee) for the one-year period immediately after the exercise of the Option and the two-year period immediately after the Grant Date of the Option. At any time during the one-year or two-year periods set forth above, the Company may place a legend on any certificate representing shares acquired pursuant to the Option requesting the transfer agent for the Company's stock to notify the Company of any such transfers. The obligation of the Optionee to notify the Company of any such transfer shall continue notwithstanding that a legend has been placed on the certificate pursuant to the preceding sentence.

10. Regulation by the Committee. This Agreement and the Option shall be subject to the administrative procedures and rules as the Committee shall adopt. All decisions of the Committee upon any question arising under the Plan or under this Agreement, shall be conclusive and binding upon the Optionee and any person or persons to whom any portion of the Option has been transferred by will, by the laws of descent and distribution.

11. Rights as a Shareholder. The Optionee shall have no rights as a shareholder with respect to Shares subject to the Option until certificates for Shares are issued to the Optionee.

12. Reservation of Shares. With respect to the Option, the Company hereby agrees to at all times reserve for issuance and/or delivery upon payment by the Optionee of the Option price, such number of Shares as shall be required for issuance and/or delivery upon such payment pursuant to the Option.

13. Delivery of Share Certificates. Within a reasonable time after the exercise of the Option the Company shall cause to be delivered to the Optionee, his or her legal representative or his or her beneficiary, a certificate for the Shares purchased pursuant to the exercise of the Option.

14. Withholding. In the event the Optionee elects to exercise the Option (or any part thereof), the Company or an Affiliate shall be entitled to deduct and withhold the minimum amount necessary in connection with the issuance of Shares to the Optionee to satisfy its withholding obligations under any and all federal, state or local tax rules or regulations.

15. Amendment. The Committee may amend this Agreement at any time and from time to time; provided, however, that no amendment of this Agreement that would materially and adversely impair the Optionee's rights or entitlements with respect to the Option shall be effective without the prior written consent of the Optionee (unless such amendment is required in order to cause the Award hereunder to qualify as "performance-based" compensation within the meaning of Section 162(m) or be exempt from Code Section 409A, as interpreted by applicable authorities).

16. Optionee Acknowledgment. Optionee acknowledges and agrees that the vesting of shares pursuant to this Option Agreement is earned only by continuing service with the Company. Optionee further acknowledges and agrees that nothing in the Agreement, nor in the Plan shall confer upon the Optionee any right to continue in the service of the Company, nor shall it interfere in any way with Optionee's right or the Company's right to terminate Optionee's service at any time, with or without cause. Optionee acknowledges receipt of a copy of the Plan and represents that he or she is familiar with the terms and provisions thereof. Optionee has reviewed the Plan and this Option in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Option and fully understands all provisions of the Option. By executing this Agreement, the Optionee hereby agrees to be bound by all of the terms of both the Plan and this Agreement.

Signature Page Follows

*Live Ventures Incorporated Omnibus Equity Incentive Plan Incentive Option Agreement*

ATTEST:

LIVE VENTURES INCORPORATED

/s/ Virland A. Johnson                      January 3, 2017  
Date

By: /s/ Jon Isaac    January 3, 2017  
Date

Its: CEO and President

Virland A. Johnson, Optionee    January 3, 2017  
Date

*Live Ventures Incorporated Omnibus Equity Incentive Plan Incentive Option Agreement*

**SAMPLE  
NOTICE OF EXERCISE**

Live Ventures Incorporated  
Compensation Committee

Date of Exercise:

Ladies and Gentlemen:

This constitutes notice under my stock Option that I elect to purchase the number of Shares for the price set forth below.

Type of Option: Incentive Stock Option

Grant Date:

Number of Shares as  
to which Option is  
exercised:

Certificates to be  
issued in name of:

Total exercise price: \$

Cash payment delivered  
herewith: \$

By this exercise, I agree (i) to execute or provide such additional documents as Live Ventures Incorporated (the "Company") may reasonably require pursuant to the terms of this Notice of Exercise and the Company's 2014 Omnibus Equity Incentive Plan (the "Plan"), and (ii) to provide for the payment by me to the Company (in the manner designated by the Company) of the Company's withholding obligation, if any, relating to the exercise of this Option.

Very truly yours,

\_\_\_\_\_  
**Optionee**

## Live Ventures Appoints Virland A. Johnson as Chief Financial Officer

LAS VEGAS (January 5, 2017) — Live Ventures Incorporated (Nasdaq:LIVE) (“Live Ventures” or the “Company”), a diversified holding company, announces today the appointment of Virland A. Johnson, CPA as its chief financial officer.

“Virland is a fantastic choice to take over this position based on his extensive experience in both publicly traded and private companies and we welcome him into the fold. He has already been with the Company for a couple of months as a consultant, and rapidly acclimated to and improved upon our systems,” said Jon Isaac, CEO of Live Ventures Incorporated. “The diverse companies with whom he has worked is reflective of our business model of acquiring diverse, revenue-positive companies and managing them under the single Live Ventures umbrella. His agility and ability to understand multiple businesses will serve Live Ventures well.”

Mr. Johnson joins the Company with more than 25 years of operational and financial experience in a variety of industries. Prior to joining Live Ventures, he served as senior director of revenue at Scottsdale, Ariz.-based JDA Software Group, Inc. Prior to that, he held various financial positions throughout the Scottsdale area, including Cultural Experiences Abroad, Inc., Chamberlain Group, Inc. and Fender Musical Instruments. In addition, he has held operational positions at Keisler Enterprises, Inc., where he served as president, Unitech Industries, where he served as CEO, Innovative Environmental Products, Inc., where he served as chief operating officer and at Cultural Experiences Abroad, where he also served as executive vice president of operations. Mr. Johnson holds a BS in accountancy from Arizona State University and is a Certified Public Accountant.

“Live Ventures is one of those rare companies that has developed a business approach designed specifically to enhance shareholder value by seeking out companies that know how to do their business and acquiring and further developing them to achieve success beyond their original aspiration,” said Mr. Johnson. “I’m looking forward to working closely with management to continue to elevate the company’s growing reputation and Live Ventures into a premiere brand.”

### **About Live Ventures Incorporated**

Live Ventures Incorporated is a diversified holding company with several wholly owned subsidiaries and a strategic focus on acquiring profitable companies that have demonstrated a strong history of earnings power. Live Ventures Incorporated provides, among other businesses, marketing solutions that boost customer awareness and merchant visibility on the Internet. The Company operates a deal engine, which is a service that connects merchants and consumers via an innovative platform that uses geo-location, enabling businesses to communicate real-time and instant offers to nearby consumers. In addition, it maintains, through its subsidiary, ModernEveryday, an online consumer products retailer and, through its subsidiary, Marquis Industries, a specialty, high-performance yarns manufacturer, hard-surfaces re-seller, which is a top-10 high-end residential carpet manufacturer in the United States. Marquis Industries, through its A-O Division, utilizes its state-of-the-art yarn extrusion capacity to market monofilament textured yarn products to the artificial turf industry. Marquis is the only manufacturer in the world that can produce certain types of yarn prized by the industry. Most recently, the company acquired Vintage Stock, Inc., an award-winning entertainment featuring movies, classic and new video games, music, collectible comics and toys, and the ability to special order and ship product worldwide to the customer’s doorstep. Vintage Stock is America’s largest entertainment superstore chain.

In December, its largest stockholder and a third party that for years had provided a large, standby lending arrangement, agreed to lock up all of their shares for five years (through December 31, 2021). To ensure that lock-up arrangement, they exchanged all of their shares for a series of "common equivalent" preferred stock, which is not redeemable; has no liquidation preference and virtually identical dividends (if any are declared); has no board seats and votes with the common stock; and is convertible back into common stock without any dilution (based on its original exchange from common stock). Accordingly, the Company's common stock was reduced from approximately 2.8 million to 2.0 million shares.

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#### **Forward-Looking and Cautionary Statements**

This press release may contain "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. In accordance with the safe harbor provisions of this Act, statements contained herein that look forward in time that include everything other than historical information, involve risks and uncertainties that may affect the Company's actual results. These forward-looking statements can be identified by terminology such as "will," "expects," "anticipates," "future," "intends," "plans," "believes," "estimates" and similar statements. Live Ventures Incorporated may also make written or oral forward-looking statements in its periodic reports to the U.S. Securities and Exchange Commission on Forms 10-K, 10-Q and 8-K, in its annual report to stockholders, in press releases and other written materials and in oral statements made by its officers, directors or employees to third parties. There can be no assurance that such statements will prove to be accurate and there are a number of important factors that could cause actual results to differ materially from those expressed in any forward-looking statements made by the Company, including, but not limited to, plans and objectives of management for future operations or products, the market acceptance or future success of our products, and our future financial performance. The Company cautions that these forward-looking statements are further qualified by other factors including, but not limited to, those set forth in the Company's Form 10-K for the fiscal year ended September 30, 2016, most recent Form 10-Q, and other filings with the U.S. Securities and Exchange Commission (available at <http://www.sec.gov>). The Company undertakes no obligation to publicly update or revise any statements in this release, whether as a result of new information, future events, or otherwise.

#### **Contact:**

Live Ventures Incorporated  
Tim Matula, investor relations  
425-836-9035  
[tmatula@live-ventures.com](mailto:tmatula@live-ventures.com)  
<http://live-ventures.com>  
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