

ARTSPACE MARKETPLACE, INC.

ACTION BY WRITTEN CONSENT OF STOCKHOLDERS

Dated as of June 9, 2014

Pursuant to Section 228 of the General Corporation Law of the State of Delaware

The undersigned, being stockholders of Artspace Marketplace, Inc., a Delaware corporation, (the "Company"), and representing a majority of the outstanding (i) voting power of the Company and (ii) shares of Preferred Stock, including a majority of the shares of the Company's Series B Preferred Stock (collectively the "Stockholders"), do hereby consent, pursuant to Section 228 of the Delaware General Corporation Law (the "DGCL"), to adoption of the following resolutions and waiver (the "Consent") with the same force and effect as if they had been approved at a duly convened meeting of the stockholders of the Company:

Loan Transaction

WHEREAS, the Board of Directors deems it to be advisable and in the best interests of the Corporation and its stockholders and has authorized the Company to enter into a convertible debt instrument in substantially similar form and under substantially similar terms as documented by the Note Purchase Agreement, the Promissory Note and the Security Agreement, attached hereto as Exhibits A, B and C, respectively (collectively the "Loan Agreements") with Canaan IX LP and Richard Kramlich, and such other investors that may choose to participate (each individually a "Lender" and collectively the "Lenders"), whereby subject to the terms and conditions set forth therein, the Company may borrow an aggregate amount of up to \$500,000 and the Lenders will receive (a) a perfected security interest on substantially all of the assets of the Company; and (b) notes issued to each Lender by the Company in a principal amount equal to the amount loaned by each Lender ("Notes") which Notes, at the option of the Lender, shall be convertible (i) into shares of the Company's equity securities issued in its next bona fide financing round; (ii) on or after the maturity date of the Notes, into shares of the Company's Series B Preferred Stock; or (iii) in connection with the consummation of a Corporate Transaction (as defined in the Loan Agreements) into shares of the Company's Series B Preferred Stock and (c) the right, in connection with the consummation of a Corporate Transaction, to receive payment in an amount equal to 300% of the aggregate principal amount of such Lender's Note(s), plus accrued interest.

NOW THEREFORE BE IT:

RESOLVED that pursuant to Section 3.3.5 of the Second Amended and Restated Certificate of Incorporation of the Company, the Stockholders hereby authorize the Company to enter into and to deliver the Loan Agreements, together with all of the exhibits, schedules attachments or other ancillary documents thereto, and to perform and incur its obligations contemplated thereby in substantially similar form and terms to the form and terms set forth in the Loan Agreements attached hereto, and such Loan Agreements be and hereby are, in all

respects, approved and the officers of the Company are, and each individually is, authorized and instructed, for and in the name of the Company, to execute and deliver such Loan Agreements.

Interested Party Transaction

WHEREAS, pursuant to Section 144 of the Delaware General Corporation Law, no contract or transaction between the Company and any other corporation, partnership, association or other organization in which one or more of the officers or directors of the Company is an officer or director of, or has a financial interest in (any such party is referred to herein individually as an "Interested Party," or collectively as the "Interested Parties," and any such contract or transaction is referred to herein as an "Interested Party Transaction"), shall be void or voidable solely for that reason, or solely because the director or officer is present at or participates in the meeting of the Board which authorized the Interested Party Transaction or solely because the vote of any such director is counted for such purpose, if: (i) the material facts as to the director's or officer's relationship or interest as to the contract or transaction are disclosed or are known to the Board, and the Board in good faith authorizes the contract or transaction by affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum, (ii) the material facts as to the director's or officer's relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders, or (iii) the contract or transaction is fair as to the Company as of the time it is authorized, approved or ratified by the Board or the stockholders;

WHEREAS, it is hereby disclosed or made known to the Stockholders that Warren Lee is a director of the Company and an officer or director or partner in, or has a financial interest in, Canaan IX LP, a Lender, and the Loan Agreements may be deemed to be an Interested Party Transaction; and

WHEREAS, it is hereby disclosed or made known to the Stockholders that Richard Kramlich is a director of the Company and a Lender, and the Loan Agreements may be deemed to be an Interested Party Transaction.

NOW THEREFORE, BE IT RESOLVED, that after careful consideration of the terms and conditions of the Loan Agreements, the Stockholders have determined that the terms and conditions of the Loan Agreements are just and equitable and fair as to the Company and that it is therefore advisable and in the best interest of the Company and its stockholders that the Company undertake the Loan Agreement.

Waiver of Preemptive Rights

WHEREAS, the Company's Amended and Restated Investor Rights Agreement (the "IRA") provides that the Company shall first offer to each Major Investor (as defined in the IRA) a portion of any New Securities (as defined in the IRA) that the Company proposes to offer (such rights in favor of such Major Investors being referred to herein as the "Preemptive Rights");

WHEREAS, the Note(s), and the shares issuable upon conversion thereof, directly or indirectly, constitute New Securities;

WHEREAS, the Company and the Requisite Majority (as defined in the IRA) desire to waive the application of the Preemptive Rights;

NOW, THEREFORE, BE IT RESOLVED, that the Stockholders, including the Requisite Majority, representing the requisite threshold to effect such waiver, hereby irrevocably waive, on behalf of themselves and all other Investors (as defined in the IRA) any and all preemptive, participation, veto, first refusal rights, first offer, co-sale or similar rights (including rights to notice) held in any capacity pursuant to Section 4.1 of the IRA, as well as any other preemptive, participation or veto rights, rights of first refusal and other co-sale rights that any such stockholders do or may have, if at all, that may be operative as it relates to the Company's authorization of the Loan Agreements and issuance of the Note(s) and the New Securities issuable upon conversion thereof.

This Consent shall be governed by and construed in accordance with the internal laws of the State of New York, without regard to conflict of law principles that would result in the application of any law other than the law of the State of New York.

This Consent may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which shall constitute one and the same document. This Consent may be executed by facsimile signatures and distributed by email.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Consent to be executed by the undersigned, thereunto duly authorized, as of the date first set forth above.

STOCKHOLDER:

By: _____

Name: Catherine Levene

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by the undersigned, thereunto duly authorized, as of the date first set forth above.

Witness (U.S.):



Name: *Winkler*
Title: *General Partner*

IN WITNESS WHEREOF, the parties hereto have caused this Consent to be executed by the undersigned, thereunto duly authorized, as of the date first set forth above.

By:



Name: Christopher Vroom

IN WITNESS WHEREOF, the parties hereto have caused this Consent to be executed by the undersigned, thereunto duly authorized, as of the date first set forth above.

Pamela P. Kramlich



Title:

IN WITNESS WHEREOF, the parties hereto have caused this Consent to be executed by the undersigned, thereunto duly authorized, as of the date first set forth above.

Maria Baibakova

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Consent to be executed by the undersigned, thereunto duly authorized, as of the date first set forth above.

Daniel G. Levee



6/12/14

Title:

IN WITNESS WHEREOF, the parties hereto have caused this Consent to be executed by the undersigned, thereunto duly authorized, as of the date first set forth above.

David Rosenblatt

By

A solid black rectangular redaction box covering the signature of the second party.

Name:

Title:

IN WITNESS WHEREOF, the parties hereto have caused this Consent to be executed by the undersigned, thereunto duly authorized, as of the date first set forth above.

Michael Schultz

By: _____
Name:
Title:



6/12/14

IN WITNESS WHEREOF, the parties hereto have caused this Consent to be executed by the undersigned, thereunto duly authorized, as of the date first set forth above.

John Gardner



By:

JG
Name: JUSTIN GARDNER
Title: