

ARTSPACE MARKETPLACE, INC.

NOTE PURCHASE AGREEMENT

JUNE 10, 2014

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SCHEDULE OF LENDERS

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NOTE PURCHASE AGREEMENT

THIS NOTE PURCHASE AGREEMENT (“Agreement”) is made as of June 10, 2014, by and among **ARTSPACE MARKETPLACE, INC.**, a Delaware corporation (the “Company”), and the lenders (each individually a “Lender,” and collectively the “Lenders”) named on the Schedule of Lenders attached hereto (the “Schedule of Lenders”). Capitalized terms not otherwise defined in this Agreement shall have the meanings ascribed to them in Section 1 below.

WHEREAS, each Lender intends to provide certain Consideration to the Company as described for such Lender on the Schedule of Lenders; and

WHEREAS, the parties wish to provide for the sale and issuance of certain Notes in return for the provision by the Lenders of the Consideration to the Company.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Definitions.

(a) “Board” shall mean the Company’s board of directors.

(b) “Common Stock” shall mean shares of the Company’s common stock, par value \$0.001 per share.

(c) “Consideration” shall mean the amount of money paid by each Lender pursuant to this Agreement as shown on the Schedule of Lenders.

(d) “Conversion Shares” shall, for purposes of determining the type of Equity Securities issuable upon conversion of the Notes, mean:

(i) if the Notes are converted to equity pursuant to Section 2.2(a) below, the Equity Securities issued in the Next Equity Financing;

(ii) if the Notes are converted to equity pursuant to Section 2.2(b) below, shares of Series B Preferred Stock; and

(iii) if the Notes are converted to equity pursuant to Section 2.2(c) below, shares of Series B Preferred Stock.

(e) “Corporate Transaction” shall mean any of (A) the closing of the sale, transfer or other disposition of all or substantially all of the Company’s assets, (B) the consummation of the merger or consolidation of the Company with or into another entity (except a merger or consolidation in which the holders of capital stock of the Company immediately prior to such merger or consolidation continue to hold at least 50% of the voting power of the capital stock of the Company or the surviving or acquiring entity), or (C) the closing of the transfer (whether by merger, consolidation or otherwise), in one transaction or a series of related transactions, to a person or group of affiliated persons (other than an underwriter of the

Company's securities), of the Company's securities if, after such closing, such person or group of affiliated persons would hold 50% or more of the outstanding voting stock of the Company (or the surviving or acquiring entity); provided, however, that a transaction shall not constitute a Corporate Transaction if its sole purpose is to change the state of the Company's incorporation or to create a holding company that will be owned in substantially the same proportions by the persons who held the Company's securities immediately prior to such transaction.

(f) "Corporate Transaction Payment Amount" shall mean an amount equal to three hundred percent (300%) of the outstanding principal due on such Note immediately prior to the closing of the Corporate Transaction.

(g) "Equity Securities" shall mean the Common Stock or Preferred Stock or any securities conferring the right to purchase Common Stock or Preferred Stock or securities convertible into, or exchangeable for (with or without additional consideration), Common Stock or Preferred Stock, except any security granted, issued and/or sold by the Company to any director, officer, employee or consultant of the Company in such capacity for the primary purpose of soliciting or retaining their services.

(h) "Financing Conversion Price" shall mean seventy-five percent (75%) of the New Securities Price.

(i) "Majority Note Holders" shall mean the holders of a majority in interest of the aggregate principal amount of Notes.

(j) "Maturity Date" of each Note shall be June 10, 2015.

(k) "Next Equity Financing" shall mean the next sale (or series of related sales) by the Company of its Equity Securities in a bona fide equity financing transaction following the date of this Agreement.

(l) "New Securities" means the Equity Securities issued to investors in the Next Equity Financing.

(m) "New Securities Price" means the price paid per share for New Securities by the investors in the Next Equity Financing.

(n) "Notes" shall mean the one or more promissory notes issued to each Lender pursuant to Section 2.1 below, the form of which is attached hereto as Exhibit A.

(o) "Preferred Stock" shall mean, collectively, shares of the Company's Series A Preferred Stock and Series B Preferred Stock.

(p) "Restated Certificate" shall mean the Company's Second Amended and Restated Certificate of Incorporation on file with the Secretary of State of the State of Delaware.

(q) "Series A Preferred Stock" shall mean shares of the Company's Series A Preferred Stock, par value \$0.001 per share.

(r) “Series B Preferred Stock” shall mean shares of the Company’s Series B Preferred Stock, par value \$0.001 per share.

(s) “Series B Price” shall mean \$1.1844, as adjusted for stock splits, stock dividends and the like.

(t) “Transaction Documents” shall mean, collectively, this Agreement, the Notes and the Security Agreement.

2. Amount and Terms of the Notes.

2.1 Issuance of Notes. In return for the Consideration paid by each Lender, the Company shall sell and issue to such Lender one or more Notes. Each Note shall have a principal balance equal to that portion of the Consideration paid by such Lender for the Note, as set forth in the Schedule of Lenders. Each Note shall be (a) convertible into Conversion Shares pursuant to Section 2.2 below and (b) secured by all assets of the Company, as described in such Notes and the Security Agreement to be executed as part of the Closing and in the form attached as Exhibit B (the “Security Agreement”). The Notes will be subject in all respects to the terms of this Agreement and the Security Agreement.

2.2 Right to Convert Notes.

(a) Next Equity Financing. The outstanding principal and unpaid accrued interest of each Note may, at the election of the Majority Note Holders, be converted into Conversion Shares upon the closing of the Next Equity Financing. The number of Conversion Shares to be issued upon such conversion shall be equal to the quotient obtained by *dividing* (i) the outstanding principal and unpaid accrued interest of such Note on the date of conversion by (ii) the Financing Conversion Price. Not less than two (2) days prior to the closing of the Next Equity Financing, the Company shall notify the holder of each Note of the terms under which the New Securities will be sold in such financing. The issuance of Conversion Shares pursuant to the conversion of each Note shall be upon and subject to the same terms and conditions applicable to the New Securities sold in the Next Equity Financing.

(b) Maturity Conversion. On or after the Maturity Date, the principal and unpaid accrued interest of each Note may, at the election of the Majority Note Holders, be converted into Conversion Shares. The number of Conversion Shares to be issued upon conversion shall be equal to the quotient obtained by *dividing* (i) the outstanding principal and unpaid accrued interest of such Note on the date of conversion by (ii) the Series B Price.

(c) Corporate Transaction. In the event of a Corporate Transaction, all outstanding principal and unpaid accrued interest of each Note may, at the election of the Majority Note Holders, be converted into that number of Conversion Shares equal to the quotient obtained by *dividing* (i) the outstanding principal and unpaid accrued interest of such Note on the date of conversion by (ii) the Series B Price.

(d) No Fractional Shares. Upon the conversion of a Note into Conversion Shares, in lieu of any fractional shares to which the holder of the Note would otherwise be

entitled, the Company shall pay the Note holder cash equal to such fraction multiplied by the fair market value of such fractional share as determined in good faith by the Board.

(e) Mechanics of Conversion. The Company shall not be required to issue or deliver Conversion Shares until the Note holder has surrendered its Note to the Company. Such conversion may be made contingent upon the closing of the Next Equity Financing or Corporate Transaction.

3. Closing Mechanics.

3.1 Closing. The initial closing (the “Closing”) of the purchase of the Notes in return for the Consideration paid by each Lender shall take place remotely via the exchange of signatures on the date hereof, or on such other date as the Company and Lenders purchasing a majority in interest of the aggregate principal amount of the Notes to be sold at the Closing agree upon orally or in writing. At the Closing, each Lender shall deliver the Consideration to the Company and, in the case of Canaan IX L.P., a counterpart signature page to the Security Agreement as the “Collateral Agent” thereunder, and the Company shall deliver to each Lender one or more executed Notes in return for the respective Consideration provided to the Company, as well as its counterpart signature page to the Security Agreement as the “Borrower” thereunder.

3.2 Subsequent Closings. In any subsequent closing (each a “Subsequent Closing”), the Company may sell additional Notes subject to the terms of this Agreement to any Lender as it shall select, provided that such sale shall not take place later than July 11, 2014 and the aggregate amount of Consideration does not exceed \$500,000. At any Subsequent Closing, each purchaser of additional Notes shall deliver the Consideration to the Company and counterpart signature pages to this Agreement, and the Company shall deliver to each purchaser one or more executed Notes in return for the respective Consideration provided to the Company. Each Subsequent Closing shall take place remotely via the exchange of signatures on such dates as shall be mutually agreed upon orally or in writing by the Company and such purchasers of additional Notes.

4. Representations and Warranties of the Company. In connection with the transactions provided for herein, the Company hereby represents and warrants to the Lenders that:

4.1 Organization, Good Standing and Qualification. The Company is a corporation duly organized, validly existing, and in good standing under the laws of the State of Delaware and has all requisite corporate power and authority to carry on its business as now conducted. The Company is duly qualified to transact business and is in good standing in each jurisdiction in which the failure to so qualify would have a material adverse effect on its business or properties.

4.2 Authorization. Except for the authorization and issuance of the shares issuable in connection with the Next Equity Financing, all corporate action has been taken on the part of the Company, its officers, directors and stockholders necessary for the authorization, execution and delivery of the Transaction Documents. Except as may be limited by applicable

bankruptcy, insolvency, reorganization, or similar laws relating to or affecting the enforcement of creditors' rights, the Company has taken all corporate action required to make all of the obligations of the Company reflected in the provisions of the Transaction Documents, the valid and enforceable obligations they purport to be. The issuance of the Notes will not be subject to the preemptive rights of any stockholder of the Company that has not been waived.

4.3 Compliance with Other Instruments. Neither the authorization, execution and delivery of this Agreement and the Security Agreement, nor the issuance and delivery of the Notes, will constitute or result in a default or violation of any law or regulation applicable to the Company or any term or provision of the Restated Certificate or the Company's bylaws or any agreement or instrument by which it is bound or to which its properties or assets are subject.

4.4 Enforceability. Each of the Transaction Documents, when executed and delivered by the Company, will constitute a valid and binding obligation of the Company enforceable in accordance with its terms, subject to (i) laws of general application relating to specific performance, injunctive relief or other equitable remedies and (ii) applicable bankruptcy, insolvency, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights generally.

4.5 Governmental Consents. No consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any federal, state or local governmental authority by the Company is required in connection with the consummation of the transactions contemplated by this Agreement or any of the other Transaction Documents except: (i) such other qualifications or filings under the Securities Act of 1933, as amended, and the regulations thereunder (the "Securities Act"), (ii) such filings which are necessary to perfect certain security interests under the Security Agreement and (iii) all other applicable securities laws as may be required in connection with the transactions contemplated by this Agreement and other Transaction Documents.

4.6 Securities Law Exemptions. Based in part on the accuracy of the representations and warranties of the Lenders contained in Section 5 hereof, the offer, sale and issuance of the Notes are and will be exempt from the registration requirements of the Securities Act, and the registration, permit or qualification requirements of any applicable state securities laws. Neither the Company nor any agent on its behalf has solicited or will solicit any offers to sell or has offered to sell or will offer to sell any part of the Notes to any person or persons so as to bring the sale of the Notes by the Company within the registration provisions of the Securities Act or any state securities law.

4.7 Disclosures. Neither this Agreement nor any exhibit hereto nor any other Transaction Document, when read together, contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements contained herein or therein, in light of the circumstances under which they were made, not misleading. The Company has provided each Lender with all the information that such Lender has requested for deciding whether to purchase the Notes.

4.8 Security Agreement. The execution and delivery of the Security Agreement by the Company, together with the filing of any UCC financing statements, are

effective to create in favor of the Lenders, as security for the Obligations (as defined in the Security Agreement), a valid and perfected Lien (as defined in the Security Agreement) on the Collateral (as defined in the Security Agreement) existing as of the date of such execution and delivery that can be perfected by the making of such filings, recordings or possession (subject only to Permitted Liens (as defined in the Security Agreement)).

5. Representations and Warranties of the Lenders. In connection with the transactions provided for herein, each Lender hereby represents and warrants to the Company that:

5.1 Authorization. This Agreement constitutes such Lender's valid and legally binding obligation, enforceable in accordance with its terms, except as may be limited by (i) applicable bankruptcy, insolvency, reorganization, or similar laws relating to or affecting the enforcement of creditors' rights and (ii) laws relating to the availability of specific performance, injunctive relief or other equitable remedies. Each Lender represents that it has full power and authority to enter into this Agreement.

5.2 Purchase Entirely for Own Account. Each Lender acknowledges that this Agreement is made with Lender in reliance upon such Lender's representation to the Company that the Notes, the Conversion Shares and any Common Stock issuable upon conversion of the Conversion Shares (collectively, the "Securities") will be acquired for investment for Lender's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, and that such Lender has no present intention of selling, granting any participation in, or otherwise distributing the same. By executing this Agreement, each Lender further represents that such Lender does not have any contract, undertaking, agreement or arrangement with any person to sell, transfer or grant participations to such person or to any third person, with respect to the Securities.

5.3 Disclosure of Information. Each Lender acknowledges that it has received all the information it considers necessary or appropriate for deciding whether to acquire the Securities. Each Lender further represents that it has had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of the offering of the Securities.

5.4 Investment Experience. Each Lender is an investor in securities of companies in the development stage and acknowledges that it is able to fend for itself, can bear the economic risk of its investment and has such knowledge and experience in financial or business matters that it is capable of evaluating the merits and risks of the investment in the Securities. If other than an individual, each Lender also represents it has not been organized solely for the purpose of acquiring the Securities.

5.5 Accredited Investor. Each Lender is an "accredited investor" within the meaning of Rule 501 of Regulation D of the Securities and Exchange Commission (the "SEC"), as presently in effect.

5.6 Restricted Securities. Each Lender understands that the Securities are characterized as "restricted securities" under the federal securities laws inasmuch as they are

being acquired from the Company in a transaction not involving a public offering and that under such laws and applicable regulations such securities may be resold without registration under the Securities Act only in certain limited circumstances. Each Lender represents that it is familiar with SEC Rule 144, as presently in effect, and understands the resale limitations imposed thereby and by the Securities Act.

5.7 Further Limitations on Disposition. Without in any way limiting the representations and warranties set forth above, each Lender further agrees not to make any disposition of all or any portion of the Securities unless and until the transferee has agreed in writing for the benefit of the Company to be bound by this Section 5.7 and:

(a) There is then in effect a registration statement under the Securities Act covering such proposed disposition and such disposition is made in accordance with such registration statement; or

(b) (i) Lender has notified the Company of the proposed disposition and has furnished the Company with a detailed statement of the circumstances surrounding the proposed disposition and (ii) if reasonably requested by the Company, Lender shall have furnished the Company with an opinion of counsel, reasonably satisfactory to the Company, that such disposition will not require registration of such shares under the Securities Act. It is agreed that the Company will not require opinions of counsel for transactions made pursuant to Rule 144 except in extraordinary circumstances.

6. Defaults and Remedies.

6.1 Events of Default. Each of the following events shall be considered an “Event of Default” with respect to each Note:

(a) The Company shall default in the payment of any part of the principal or unpaid accrued interest on the Note on the Maturity Date or at a date fixed by acceleration or otherwise;

(b) The Company shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due, or shall file a voluntary petition for bankruptcy, or shall file any petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, dissolution or similar relief under any present or future statute, law or regulation, or shall file any answer admitting the material allegations of a petition filed against the Company in any such proceeding, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of the Company, or of all or any substantial part of the properties of the Company, or the Company or its respective directors or majority stockholders shall take any action looking to the dissolution or liquidation of the Company;

(c) The commencement of any proceeding against the Company seeking any bankruptcy reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, or the appointment without the consent or acquiescence of the Company of any trustee, receiver or liquidator of the Company or of all or any substantial part of the properties of the Company;

(d) One or more final judgments, orders, or decrees for the payment of money in an amount, individually or in the aggregate, of at least fifty thousand dollars (\$50,000.00) (not covered by independent third-party insurance as to which liability has been accepted by such insurance carrier) shall be rendered against the Company and the same are not, within thirty (30) days after the entry thereof, discharged or stayed (whether through the posting of a bond or otherwise), or such judgments are not discharged prior to the expiration of any such stay;

(e) The Company shall fail to observe or perform any other obligation to be observed or performed by it under the Transaction Documents within 30 days after written notice from the Majority Note Holders to perform or observe the obligation; or

(f) Any representation or warranty made by the Company to the Lenders contained in Section 4 hereof shall be false, incorrect, incomplete or misleading in any material respect (without giving effect to any limitation as to “materiality” or “material adverse effect”) when made or furnished.

6.2 Remedies. Upon the occurrence of an Event of Default under Section 6.1 hereof, at the option and upon demand of the holder of a Note, the entire unpaid principal and accrued and unpaid interest on such Note shall, without presentment, demand, protest, or notice of any kind, all of which are hereby expressly waived, be forthwith due and payable, and such holder may, immediately and without expiration of any period of grace, enforce payment of all amounts due and owing under such Note and exercise any and all other remedies granted to it at law, in equity or otherwise; provided, however, that upon the occurrence of an Event of Default under Sections 6.1(b) or (c) hereof, no demand of such holder of a Note shall be required, and the entire unpaid principal and accrued and unpaid interest on such Note shall immediately and without presentment, demand, protest, or notice of any kind, all of which are hereby expressly waived, be forthwith due and payable, and such holder may, immediately and without expiration of any period of grace, enforce payment of all amounts due and owing under such Note and exercise any and all other remedies granted to it at law, in equity or otherwise.

7. Miscellaneous.

7.1 Successors and Assigns. Except as otherwise provided herein, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties, provided, however, that the Company may not assign its obligations under this Agreement without the written consent of the Majority Note Holders. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

7.2 Governing Law. This Agreement and the Notes shall be governed by and construed under the laws of the State of New York as applied to agreements among New York residents, made and to be performed entirely within the State of New York. The parties hereto submit to the exclusive jurisdiction of the state and federal courts located in New York County, New York. Each party hereto irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any objection that it may now or hereafter have to the laying of

venue of any action or proceeding arising out of or relating to this agreement or any other Transaction Document in any court referred to in this Section 7.2.

7.3 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.

7.4 Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

7.5 Notices. All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed effectively given: (i) upon personal delivery to the party to be notified, (ii) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient, if not so confirmed, then on the next business day, (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (iv) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the respective parties at the following addresses (or at such other addresses as shall be specified by notice given in accordance with this Section 7.5):

If to the Company:

ARTSPACE MARKETPLACE, INC.

[Address]

[Address]

Attention: Chief Executive Officer

If to Lenders:

At their respective addresses shown on the signature pages hereto.

7.6 Finder's Fee. Each party represents that it neither is nor will be obligated for any finder's fee or commission in connection with this transaction. Each Lender agrees to indemnify and to hold harmless the Company from any liability for any commission or compensation in the nature of a finder's fee (and the costs and expenses of defending against such liability or asserted liability) for which such Lender or any of its officers, partners, employees or representatives is responsible. The Company agrees to indemnify and hold harmless each Lender from any liability for any commission or compensation in the nature of a finder's fee (and the costs and expenses of defending against such liability or asserted liability) for which the Company or any of its officers, employees or representatives is responsible.

7.7 Expenses. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled. The Company and each Lender shall each pay all costs and expenses that

such party incurs with respect to the negotiation, execution, delivery and performance of this Agreement.

7.8 Entire Agreement; Amendments and Waivers. This Agreement, the Notes and the other documents delivered pursuant hereto constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof and thereof. The Company's agreements with each of the Lenders are separate agreements, and the sales of the Notes to each of the Lenders are separate sales. Nonetheless, any term of this Agreement or the Notes may be amended and the observance of any term of this Agreement or the Notes may be waived (either generally or in a particular instance and either retroactively or prospectively), with the written consent of the Company and the Majority Note Holders. Any waiver or amendment effected in accordance with this Section 7.8 shall be binding upon each party to this Agreement and any holder of any Note purchased under this Agreement at the time outstanding and each future holder of all such Notes.

7.9 Effect of Amendment or Waiver. Each Lender acknowledges that by the operation of Section 7.8 hereof, the Majority Note Holders will have the right and power to diminish or eliminate all rights of such Lender under this Agreement and each Note issued to such Lender.

7.10 Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

7.11 Next Equity Financing Agreements. Each Lender understands and agrees that the conversion of the Notes into Conversion Shares may require such Lender's execution of certain agreements in the form agreed to by investors in the Next Equity Financing relating to the purchase and sale of such securities as well as registration, co-sale, rights of first refusal, rights of first offer and voting rights, if any, relating to such securities (the "Next Equity Financing Agreements"). Each Lender hereby agrees to execute and deliver to the Company all Next Equity Financing Agreements.

7.12 Exculpation Among Lenders. Each Lender acknowledges that it is not relying upon any person, firm, corporation or stockholder, other than the Company and its officers and directors in their capacities as such, in making its investment or decision to invest in the Company. Each Lender agrees that no other Lender nor the respective controlling persons, officers, directors, partners, agents, stockholders or employees of any other Lender shall be liable for any action heretofore or hereafter taken or omitted to be taken by any of them in connection with the purchase and sale of the Securities.

7.13 Indemnity; Costs, Expenses and Attorneys' Fees. The Company shall indemnify and hold each Lender harmless from any loss, cost, liability and legal or other expense, including attorneys' fees of such Lender's counsel, which a Lender may directly or indirectly suffer or incur by reason of the failure of the Company to perform any of its

obligations under this Agreement, any Note, any agreement executed in connection herewith or therewith, any grant of or exercise of remedies with respect to any collateral at any time securing any obligations evidenced by this Agreement or the Notes, or any Lender's execution or performance of this Agreement or any agreement executed in connection herewith, or acceptance, provided, however, the indemnity agreement contained in this section shall not apply to liabilities which a Lender may directly or indirectly suffer or incur by reason of Lender's own gross negligence or willful misconduct.

7.14 Acknowledgement. In order to avoid doubt, it is acknowledged that each Lender shall be entitled to the benefit of all adjustments in the number of shares of Common Stock issuable upon conversion of Preferred Stock or as a result of any splits, recapitalizations, combinations or other similar transaction affecting the Common Stock or Preferred Stock underlying the Conversion Shares that occur prior to the conversion of the Notes.

7.15 Further Assurance. From time to time, the Company shall execute and deliver to the Lenders such additional documents and shall provide such additional information to the Lenders as any Lender may reasonably require to carry out the terms of this Agreement and the Notes and any agreements executed in connection herewith or therewith, or to be informed of the financial and business conditions and prospects of the Company.

7.16 Usury. Notwithstanding anything to the contrary contained in any Transaction Document, in the event any interest or other amount payable on the Notes, including, without limitation, the Corporate Transaction Payment Amount (if paid pursuant to the Notes in connection with a Corporate Transaction), is deemed to violate applicable usury laws or exceed the maximum amounts permitted to be charged or collected under applicable law, then that portion of the payment representing an amount in excess of the then legal maximum amount shall be deemed a payment of principal and applied against the principal of the Notes or, if it exceeds such unpaid principal, refunded to the Company. In determining whether the payment contracted for, charged, or received by a Lender exceeds the maximum amounts permitted to be charged or collected under applicable law, such Lender may, to the extent permitted by applicable law, (a) characterize any payment that is not principal as an expense, fee, or premium rather than interest and (b) amortize, prorate, allocate, and spread in equal or unequal parts the total amount of interest throughout the contemplated term of such Lender's Note.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

COMPANY:

ARTSPACE MARKETPLACE, INC.

By: _____

Name:

Title:

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

LENDERS:

CANAAN IX L.P.

By: Canaan Partners IX LLC,
its general partner

By: _____

Name:

Title:

Address: _____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

LENDERS:

By: _____
Richard Kramlich

Address: _____

SCHEDULE OF LENDERS

<u>Lender</u>	<u>Principal Balance of Promissory Note</u>	<u>Date of Investment</u>
Canaan IX L.P.		June 10, 2014
Richard Kramlich		June 10, 2014
TOTAL	\$ 0.00	

Exhibit A

Form of Secured Promissory Note

Exhibit B

Form of Security Agreement