

ARTSPACE MARKETPLACE, INC.

ACTION BY WRITTEN CONSENT OF STOCKHOLDERS

Dated as of July 21, 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 Company is a party to that certain Note Purchase Agreement dated June 10, 2014 (the "Prior Agreement") and related documents, including a Security Agreement and Notes issued in connection therewith (collectively the "Loan Documents"), pursuant to which the Company may borrow an aggregate amount of up to \$500,000 (the "Loan Amount");

WHEREAS, the Company desires to amend and restate the Existing Agreement, including the Form of Promissory Note, to increase the Loan amount to \$925,000 and to make certain changes to the terms and conditions of the Prior Agreement, as set forth in the Amended and Restated Note Purchase Agreement substantially in the form attached hereto as Exhibit A (the "Amended Agreement").

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 Amended Agreement, 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 Exhibit A, and such Amended Agreement hereby is, 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 Amended Agreement.

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 Amended Agreement 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 Amended Agreement 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 Amended Agreement, the Stockholders have determined that the terms and conditions of the Amended Agreement 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 Amended 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 Amended Agreement, and the shares issuable upon conversion of the notes issued in connection therewith, 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 Amended Agreement and issuance of any Note(s) in connection therewith, 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 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.

Canaan IX, LP

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.

Accelerator Venture Capital I, LP

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.

Adam Weitsman

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.

Thomas G. Stemberg Revocable Trust

By: _____
Name:
Title:

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Cabus Ventures

By: _____
Name:
Title:

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Metamorphic Ventures, LLC

By: _____
Name:
Title:

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Jonathan B. Lyon Family Trust

By: _____
Name:
Title:

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Felicis Ventures II, LP

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.

Lewis Chan

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.

Pamela P. Kramlich

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.

Maria Baibakova

By: _____

Name:

Title:

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Timothy Mott Trust

By: _____

Name:

Title:

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Daniel G. Levene

By: _____

Name:

Title:

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Blue iGallery LLC

By: _____

Name:

Title:

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Zorba B. Lieberman

By: _____

Name:

Title:

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Robin P. Selati

By: _____

Name:

Title:

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Alexandra H. Nash, LLC

By: _____

Name:

Title:

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Todd Simon

By: _____

Name:

Title:

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Jonathan Blue

By: _____

Name:

Title:

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Ron Marks

By: _____

Name:

Title:

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Drakon LLC

By: _____

Name:

Title:

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Epping Investment Holdings LLC

By: _____

Name:

Title:

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Dana Zucker

By: _____
Name:
Title:

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David Rosenblatt

By: _____
Name:
Title:

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Robert Pittman

By: _____
Name:
Title:

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Ilene Cutler Vroom and Edwin Vroom JTROS

By: _____
Name:
Title:

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Andrew Goldberg Chase

By: _____
Name:
Title:

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Dave Morgan

By: _____
Name:
Title:

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HHG Investments LLC

By: _____
Name:
Title:

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Lori Chemla

By: _____
Name:
Title:

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Michael Schultz

By: _____
Name:
Title:

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Michael Yavonditte

By: _____
Name:
Title:

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Robert J. Budihas Revocable Trust

By: _____
Name:
Title:

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Sharkey Goldstein Capital LLC

By: _____
Name:
Title:

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Steven Alan Grossman

By: _____
Name:
Title:

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Tracy G. Riese

By: _____
Name:
Title:

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John Gardner

By: _____
Name:
Title:

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Artsource, Inc.

By: _____
Name:
Title:

Exhibit A

Amended and Restated Note Purchase Agreement

Exhibit B
Promissory Note

Exhibit C
Security Agreement