

November 6, 2017

Chris Stacey
Rock the Ocean/Tortuga Music Festival
54 Music Square East – Suite 350
Nashville, TN 37203

ccs@RockTheOcean.com

Via Email and Federal Express

Re: Breach of Contract

Dear Mr. Stacey,

I am in-house litigation counsel for Eventbrite, Inc (“Eventbrite”), which recently acquired Ticketfly, Inc. (“Ticketfly”). As you know, on or about July 25, 2013, Huka Productions, LLC (“Huka”) and Ticketfly entered into a two-year exclusive Services Agreement (the “Agreement”), and that Agreement was renewed and extended for an additional four years, through September 25, 2019, via Amendment.

Under Section 6.4 of the Amendment, Ticketfly agreed to pay Huka a \$1,000,000 Signing Bonus, of which Huka agreed to repay a prorated portion in the event: (i) the Agreement was terminated for any reason other than Ticketfly’s breach; (ii) Huka ceased selling tickets to Pemberton or the Tortuga Music Festival (“TMF”) through Ticketfly prior to the end of the Term; or (iii) Huka, Pemberton or TMF ceased operations or filed for bankruptcy protection prior to the end of the Term. At this time, there is \$500,000 owing on the Signing Bonus.

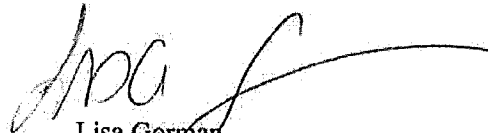
It is our understanding Huka has conveyed its membership interest in TMF to H1 Events, LLC (“H1”), and H1 recently sold its membership interest in TMF to Rock the Ocean Productions, LLC (“RTO”). While you previously gave Ticketfly the impression you intended to honor Huka’s Agreement and ticket this year’s TMF with Ticketfly, you have since indicated your intent to ticket TMF through Live Nation. In fact, it has become clear you misrepresented your intent to ticket TMF through Ticketfly in an effort to gain access to the historical event data to which Huka had access.

Given the exclusivity called for in the Agreement, should you proceed with selling tickets for TMF through Live Nation, you will be in material breach of the Agreement. We hope we can resolve this matter amicably, and we continue to approach this partnership in good faith. To facilitate resolution, we request you cease and desist from making any ticket sales for this year’s TMF through Live Nation and instead proceed with ticketing the event through Ticketfly. Should you proceed with ticket sales through Live Nation (or any other ticketing provider) in breach of the Agreement, we will have no choice but to engage our outside litigation counsel to enforce all of our legal rights, including filing a temporary restraining order and preliminary injunction against RTO and Live Nation (or any other ticketing provider) and pursuing claims against RTO (as well as H1, Huka and TMF) for breach of contract and

against Live Nation (or any other ticketing provider) for intentional interference with contractual relations.

Finally, please ensure you retain and preserve any and all documents and correspondence (hard copy and electronic) that relate in any way to RTO's communications on this matter with Ticketfly, Eventbrite, Huka, H1, TMF and Live Nation, as such documents and correspondence may be relevant and discoverable in any litigation relating to this matter. Your failure to comply with this notice can result in severe sanctions being imposed by a court for spoliation of evidence or potential evidence. This letter does not purport to be a complete statement of the facts or the law and is without prejudice to any rights, claims and remedies available to Eventbrite, all of which are expressly reserved.

Regards,

A handwritten signature in black ink, appearing to read 'L. Gorman', with a long horizontal flourish extending to the right.

Lisa Gorman
Litigation Counsel
lgorman@eventbrite.com