

## LOCK-UP AND NO SHORTING AGREEMENT

This Lock-Up and No Shorting Agreement (this "Agreement") is made as of May 5, 2017 by and between Danco Enterprises, LLC, a limited liability company (the "Restricted Holder"), and [REDACTED], Corp, a Nevada corporation (the "Company"). Capitalized terms used and not otherwise defined herein shall have the meanings given to such terms in the APA (as defined herein).

WHEREAS, pursuant to the transactions contemplated under that certain Asset Purchase Agreement, dated as of May 5, 2017 (the "APA"), by and among the Company, LiveXLive Tickets, Inc. (the "Buyer"), a Delaware corporation and a wholly owned subsidiary of the Company, Wantickets RDM, LLC, a Delaware limited liability company (the "Seller"), Danco Enterprises, LLC, a New York limited liability company and the managing member of Gamwant LLC, a Delaware limited liability company and the ultimate parent company of the Seller, Joseph Schnaier, an individual, and Gamtix LLC, a New York limited liability company, the Company will acquire the Purchased Assets for 2,000,000 shares (the "Shares") of the Company's common stock, \$0.001 par value per share (the "Common Stock"), and certain other consideration, on the terms and conditions set forth in the APA (the "Acquisition"); and

WHEREAS, the APA provides that, among other things, all of the Shares to be issued to the Restricted Holder pursuant to the APA (collectively, the "Restricted Securities") shall be subject to certain restrictions on Disposition (as defined below) during the period of twenty-four (24) months immediately following the Closing Date (the "Restricted Period"), subject to certain conditions all as more fully set forth herein.

NOW, THEREFORE, as an inducement to and in consideration of the Company's and Buyer's agreement to enter into the APA and proceed with the Acquisition, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

### 1. Lock Up Period.

(a) During the Restricted Period, the Restricted Holder will not, directly or indirectly: (i) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant for the sale of, make any short sale, lend or otherwise dispose of or transfer any Restricted Securities or (ii) enter into any swap or any other agreement or any transaction that transfers, in whole or in part, directly or indirectly, any of the economic consequences of ownership of any Restricted Securities (with the actions described in clause (i) or (ii) above being hereinafter referred to as a "Disposition"); provided, however, that if the Company engages in an underwritten public offering of its equity or convertible securities prior to the end of the Restricted Period, the managing underwriter may waive the balance of the Restricted Period if requested by the Company in its sole and absolute discretion. The foregoing restrictions are expressly agreed to preclude the Restricted Holder from engaging in any hedging or other transaction which is designed to or which reasonably could be expected to lead to or result in a sale or disposition of any of the Restricted Securities of the Restricted Holder during the Restricted Period, even if such securities would be disposed of by someone other than the Restricted Holder. The Restricted Holder may sell some or all of the Restricted Securities so long as the purchaser complies with the provisions of Section 1(c) of this Agreement.

(b) In addition, during the Restricted Period, the Restricted Holder will not, directly or indirectly, effect or agree to effect any short sale (as defined in Rule 200 under Regulation SHO of the Securities Exchange Act of 1934, as amended (the "Exchange Act")), whether or not against the box, establish any "put equivalent position" (as defined in Rule 16a-1(h) under the Exchange Act) with respect