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VIA FACSIMILE AND U.S. MAIL

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**Re: *Antonio Hernandez v. Internet Gaming Entertainment, Ltd.*
*and IGE U.S. LLC; Case No.: 07-21403-CIV***

Dear Mr. Newsome and Mr. Haviland, Jr.:

This firm represents IGE, US, LLC, n/k/a Affinity Media Holdings, LLC ("Affinity"), with respect to the above-referenced litigation brought by your client, Mr. Antonio Hernandez ("Mr. Hernandez"). This letter is being sent to you as counsel for Mr. Hernandez. As you know, Mr. Hernandez has asserted claims against Affinity in the litigation which relate to, and seek to enforce the provisions of, the *World of Warcraft* End User License Agreement ("EULA") and the *World of Warcraft* Terms of Use Agreement ("ToU"). Section 14 of the EULA and Section 16 of the ToU require that any disputes which relate to either of these agreements must be informally negotiated for a period of thirty (30) days prior to initiating any arbitration or court proceeding, and if such disputes cannot be resolved through informal negotiation, that they are subject to binding arbitration at the election of either party to the ToU and EULA.

As you know, Mr. Hernandez has not sought to informally negotiate his disputes with Affinity in accordance with the ToU or EULA prior to filing the litigation. Pursuant to Section 14 of the EULA and Section 16 of the ToU, please allow this letter to serve as Affinity's formal written request to Mr. Hernandez for informal negotiation of his disputes alleged in the litigation, and formal election to arbitrate any such disputes which cannot be resolved through informal negotiations. Please contact me at your earliest convenience to commence the required informal negotiations, and to discuss the subsequent commencement of arbitration with the American Arbitration Association ("AAA") as required by the EULA and ToU.

Sincerely,



Scott D. Richburg

SDR:avw

cc: Richard Davis (via e-mail)

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