

SCHEDULE A

Definitions and Instructions

As used in this Request for Production of Documents:

1. "YOU" or "YOUR" or "YAC" means Young America Capital, LLC, its parent company, subsidiaries, affiliated companies, and all of their members, shareholders, managers, executives, officers, board members, employees, agents, representatives, attorneys, and all other PERSONS acting on behalf of any and all such PERSONS.
2. "COMMUNICATION(S)" means any correspondence, contact, discussion, or exchange between any two or more PERSONS. Without limiting the foregoing, "COMMUNICATION(S)" includes all DOCUMENTS (as defined below), telephone conversations or face to face conversations, meetings and conferences.
3. "DOCUMENT(S)" means all writings and recordings, including the originals and all non-identical copies, whether different from the original by reason of any notation made on such copies or otherwise (including but without limitation to, email and attachments, "instant" messages or "IM" messages, "wall" postings on Facebook, Myspace postings, Twitter postings or "tweets," correspondence, memoranda, notes, diaries, minutes, statistics, letters, telegrams, contracts, reports, studies, checks, statements, tags, labels, invoices, brochures, periodicals, telegrams, receipts, returns, summaries, pamphlets, books, interoffice and intraoffice COMMUNICATIONS, offers, notations of any sort of conversations, working papers, applications, permits, file wrappers, indices, telephone calls, meetings or printouts, teletypes, telefax, invoices, worksheets, and all drafts, alterations, modifications, changes and amendments of any of the foregoing), graphic or aural representations of any kind (including without limitation, photographs, charts, microfiche, microfilm, videotape, recordings, motion pictures,

plans, drawings, surveys), and electronic, mechanical, magnetic, optical or electric records or representations of any kind (including without limitation, computer files and programs, tapes, cassettes, discs, recordings), including metadata.

4. “DAULERIO” means Defendant A.J. Daulerio, as well as any agents, attorneys and consultants therefor, and all other PERSONS acting or purporting to act on his behalf.

5. “DENTON” means Defendant Nick Denton, as well as any agents, attorneys and consultants therefor, and all other PERSONS acting or purporting to act on his behalf.

6. “GAWKER” means Defendant Gawker Media, LLC and its parent company, subsidiaries, affiliated companies, and all of their members, shareholders, managers, executives, officers, board members, employees, agents, representatives, attorneys, and all other PERSONS acting on behalf of any and all such PERSONS.

7. “GMGI” means Gawker Media Group, Inc. and its members, shareholders, managers, executives, officers, board members, employees, agents, representatives, attorneys, and all other PERSONS acting on any of their respective behalves.

8. “KINJA” means Defendant Kinja KFT, formally known as Blogwire Hungary Szellemi Alkotast Hasznosito KFT, and its parent company, subsidiaries, affiliated companies, and all of their members, shareholders, managers, executives, officers, board members, employees, agents, representatives, attorneys, and all other PERSONS acting on behalf of any and all such PERSONS.

9. The “GAWKER ENTITIES” refer individually and collectively to Gawker Media, LLC, Gawker Media Group, Inc., Kinja KFT (formally known as Blogwire Hungary Szellemi Alkotast Hasznosito KFT), any of their affiliated companies, and all PERONS acting on behalf of any of them.

10. “LAWSUIT” means the captioned case currently pending before the Circuit Court of the Sixth Judicial Circuit, in and for Pinellas County, Florida, Case Number 12012447CI-011, styled *Terry Gene Bollea p/k/a Hulk Hogan v. Heather Clem, Gawker Media, LLC, et al.*

11. “PLAINTIFF” means Plaintiff Terry Gene Bollea p/k/a Hulk Hogan, as well as any agents, attorneys and consultants therefor, and all other PERSONS acting or purporting to act on his behalf.

12. “PERSON” means any natural person, firm, partnership, association, proprietorship, joint venture, corporation, governmental agency, or other organization or legal or business entity, as well as any agents, attorneys and consultants therefor, and all other PERSONS acting or purporting to act on its behalf.

13. “REFER TO” or “RELATE TO” means concerning, respecting, referring to, summarizing, digesting, embodying, reflecting, establishing, tending to establish, delegating from, tending not to establish, evidencing, not evidencing, comprising, connected with, commenting on, responding to, disagreeing with, showing, describing, analyzing, representing, constituting or including.

14. In the event any request herein calls for information or for the identification of a DOCUMENT which you deem to be privileged, in whole or in part, the information should be given or the DOCUMENT identified to the fullest extent possible consistent with such claim of privilege, and you should state the nature of the privilege claimed and specify the grounds relied upon for the claim of privilege.

15. A separate answer shall be furnished for each request.

Requests

1. All DOCUMENTS that REFER or RELATE TO the LAWSUIT.
2. All DOCUMENTS that REFER or RELATE TO any attempt by any of the GAWKER ENTITIES to obtain financing at any time between January 1, 2012 and the present.
3. All DOCUMENTS that REFER or RELATE TO KINJA and were created, sent or received at any time between January 1, 2012 and the present.
4. All tax returns (including federal, state and foreign country tax returns), and portions thereof, filed by any and all GAWKER ENTITIES during the period of January 1, 2012 and the present.
5. All DOCUMENTS that constitute or contain any financial statements (including but not limited to balance sheets, income statements, statements of changes to financial position, statements of profits and/or losses, and statements of assets and liabilities) of any and all GAWKER ENTITIES prepared at any time during the period of January 1, 2012 and the present.
6. All bank statements of any and all GAWKER ENTITIES issued, sent or created at any time between January 1, 2012 and the present.
7. All written agreements, draft written agreements, letters of intent, draft letters of intent, and written COMMUNICATIONS containing proposed deal terms between YOU and any and all GAWKER ENTITIES created, signed or sent at any time between January 1, 2012 and the present.
8. All COMMUNICATIONS between YOU and any and all GAWKER ENTITIES RELATING TO efforts of any and all GAWKER ENTITIES to obtain debt or equity financing at any time between January 1, 2012 and the present.

9. All DOCUMENTS received by YOU from any and all GAWKER ENTITIES RELATING TO any attempt to secure debt or equity financing at any time between January 1, 2012 and the present.

10. All DOCUMENTS that constitute, refer or relate to COMMUNICATIONS between YOU and Nick Denton or anyone acting on his behalf, which occurred at any time between January 1, 2012 and the present.

11. All DOCUMENTS that constitute, refer or relate to COMMUNICATIONS between YOU and Scott Kidder or anyone acting on his behalf, which occurred at any time between January 1, 2012 and the present.

12. All DOCUMENTS that constitute, refer or relate to COMMUNICATIONS between YOU and Heather Dietrich or anyone acting on her behalf, which occurred at any time between January 1, 2012 and the present.

13. All DOCUMENTS that constitute, refer or relate to COMMUNICATIONS between YOU and the Chief Financial Officer(s) of any and all GAWKER ENTITIES, or anyone acting on behalf of any such person(s), which occurred at any time between January 1, 2012 and the present.

14. All DOCUMENTS that REFER or RELATE TO all transactions, agreements and/or transfers of funds between or among any of the GAWKER ENTITIES at any time between January 1, 2012 and the present.

15. All DOCUMENTS that constitute or contain any and all transfer pricing studies conducted in connection with any and all GAWKER ENTITIES, from inception of each of the GAWKER ENTITIES until the present.

16. All DOCUMENTS that constitute, REFER or RELATE TO all COMMUNICATIONS between YOU and any and all third parties, including without limitation lending institutions and financial companies, RELATING TO any attempt by any and all GAWKER ENTITIES to secure debt or equity financing at any time between January 1, 2012 and the present.

17. All DOCUMENTS that RELATE TO the calculation of payment of fees, royalties or compensation to KINJA by any and all other GAWKER ENTITIES.

18. All COMMUNICATIONS with the print or electronic news media RELATING TO YOU and/or any and all GAWKER ENTITIES and a completed or proposed transaction for debt or equity financing for any of the GAWKER ENTITIES, at any time between January 1, 2012 and the present.