

**CONFIDENTIAL**  
**EXHIBIT 39-C**

to the

**JOINT OPPOSITION OF THE GAWKER DEFENDANTS AND THEIR  
COUNSEL TO PLAINTIFF'S EMERGENCY MOTION TO CONDUCT  
DISCOVERY CONCERNING POTENTIAL VIOLATION OF  
PROTECTIVE ORDER, TO COMPEL TURNOVER OF CONFIDENTIAL  
DISCOVERY MATERIALS AND FOR ORDER TO SHOW CAUSE**

**SIDE LETTER AGREEMENT  
TO THE MUTUAL CONFIDENTIAL  
SETTLEMENT AGREEMENT AND  
RELEASE OF ALL CLAIMS  
WITH ATTACHMENTS "A" & "B"  
DATED \_\_\_\_ / \_\_\_\_ / 2012.**

To Whom It May Concern:

This Side Letter agreement is entered into by and on behalf of the Parties with respect to the Confidential Settlement Agreement and Mutual Release entered into by and between them on or about \_\_\_\_\_, 2012 ("Settlement Agreement"), in which LORI BURBRIDGE is referred to by the pseudonym, "JO WALSH," and TERRY BOLLEA is referred to by the pseudonym "TARYN BOSTICK."

It is understood and agreed that the true name and identity of the person referred to as "TARYN BOSTICK" in the Settlement Agreement and its' attachments thereto is Terry Bollea, and that any reference or designation to TARYN BOSTICK shall be deemed the same thing as referring to Mr. Terry Bollea by his true name as identified herein.

It is understood and agreed that the true name and identity of the person referred to as "JO WALSH" in the Settlement Agreement is Lori Burbridge, and that any reference or designation to "JO WALSH" shall be deemed the same thing as referring to Ms. Lori Burbridge by her true name as identified herein.

It is further acknowledged and agreed by the parties that notwithstanding the provisions of Paragraph 7.1 of the Settlement Agreement (which provides that the Settlement Agreement constitutes the entire agreement between the Parties with respect to the matters herein and in supersedes all prior and contemporaneous oral and written agreements and discussions pertaining to the matters herein), this Side Letter agreement shall be deemed part of the agreement between the Parties. Accordingly, Paragraph 8.1 of the Settlement Agreement is hereby amended via supplanting to provide as follows:

**"7.1.1 Integration.** The Side Letter agreement entered into by the Parties concurrently with their entry into this Agreement shall be deemed part of this Agreement, and this Agreement and the Side Letter agreement together constitute the entire agreement between the Parties with respect to the matters herein and supersedes all prior

  
TERRY BOLLEA

  
LORI BURBRIDGE

BOLLEA 001215

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CONFIDENTIAL-ATTORNEY'S EYES ONLY

and contemporaneous oral and written agreements and discussions pertaining to the matters herein."

For avoidance of doubt, it is further agreed that this Side Letter agreement shall constitute Confidential Information as defined in the Settlement Agreement, that neither this Side Letter agreement nor any portion hereof may be disclosed to anyone except as and to the extent expressly provided in the Settlement Agreement, and that any unauthorized disclosure or use of this Side Letter agreement or any portion hereof shall constitute a material breach of the confidentiality provisions of the Settlement Agreement.

It is further agreed that neither party shall keep a copy of this document, and that only Keith M. Davidson, Esq. and David Houston, Esq. shall maintain possession of it or access to this Side Letter agreement.

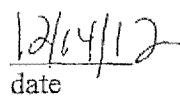
This Side Letter agreement may be executed in counterparts and when each Party has signed and delivered one such counterpart to the other Party, each counterpart shall be deemed an original, and all counterparts taken together shall constitute one and the same Agreement, which shall be binding and effective as to the Parties. The Agreement may be executed by facsimile or electronic PDF signatures, which shall have the same force and effect as if they were originals.

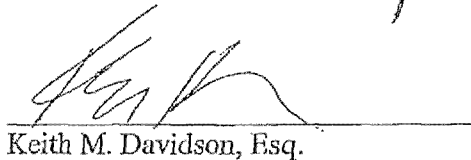
By signing below, each of the Parties signifies their agreement to the terms hereof and each of their respective counsel signify their approval as to the form of this letter agreement.

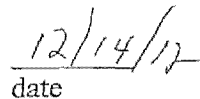
  
TARYN BOSTICK a.k.a. Terry Bollea

  
date

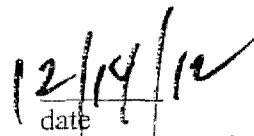
  
LORI BURBRIDGE a.k.a. Lori Burbridge

  
date

  
Keith M. Davidson, Esq.

  
date

  
David Houston, Esq.

  
date

  
TERRY BOLLEA

  
LORI BURBRIDGE