

# Exhibit A

**Tom Segars**

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**From:** Silver, Jay [jaysilver@KilpatrickStockton.com]  
**Sent:** Thursday, September 13, 2007 5:40 PM  
**To:** Leslie O'Toole; Tom Segars  
**Cc:** Brewster, Bill; Cooke, Betsy; Maurer, Sara  
**Subject:** RE: Lulu v. N-F NewSite

Leslie and Tom:

Subject to the Court's granting our Joint Motion, which will be submitted by the parties later this evening, this will confirm that (1) NF hereby waives any objection to personal jurisdiction in the Eastern District of North Carolina in this action, and (2) NF agrees to the terms set forth in Tom's email below.

This email should adequately serve to memorialize our understanding.

The final version of the Joint Motion incorporating the changes we discussed with Leslie will be forwarded to you for review in a few minutes.

Best,

Jay

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**From:** Tom Segars [mailto:Tom.Segars@elliswinters.com]  
**Sent:** Thursday, September 13, 2007 3:59 PM  
**To:** Cooke, Betsy; Silver, Jay  
**Cc:** Leslie O'Toole  
**Subject:** Lulu v. N-F NewSite

Jay and Betsy,

Following up on our conversation from moments ago, we have put together the following language to articulate the concepts that we would like to have included in an agreement between our clients:

Lulu Enterprises, Inc. ("Lulu") enters into this agreement subject to and without waiving its argument that any continuing use of the "Hulu" name and/or related marks (identified more particularly in Lulu's complaint) by N-F NewSite, LLC ("NF") - including those uses that Lulu sought to have enjoined by its motion for temporary restraining order - will cause substantial and irreparable injury to Lulu. With that in mind, NF agrees that it will not use the fact that Lulu entered into this agreement or the fact that Lulu is withdrawing its motion for temporary restraining order as evidence against Lulu in this litigation. NF also agrees that, to the extent NF does continue to operate under the "Hulu" name and/or related marks between now and the time the Court hears argument on Lulu's motion for preliminary injunction, NF will not use evidence of those operations or any goodwill or name recognition it has established during that time to oppose Lulu's motion for preliminary injunction. Nothing in this agreement shall be construed as limiting or otherwise affecting Lulu's ability to recover damages from NF for its future use of the "Hulu" name and/or related marks.

After you have had an opportunity to consider this - and how best to work it into whatever framework of agreement you all are contemplating, please contact Leslie or me to discuss.

10/11/2007

Thanks and regards,  
Tom

Tom Segars  
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<<Tom Segars.vcf>>

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