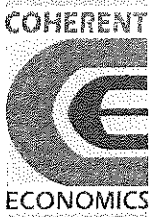


EXHIBIT A



Coherent Economics, LLC

430 Park Avenue • Suite 2B • Highland Park, IL 60035
847.861.3100 • Fax 847.861.3131

Privileged and Confidential
Prepared for Counsel

December 17, 2015

Mary S. Thomas
Partner
Grant & Eisenhofer P.A.
123 Justison Street
Wilmington, Delaware 19801

Re: In re Appraisal of AOL Inc. in the Court of Chancery of the State of Delaware (C.A. No. 11204-VCG)

Dear Mary:

This letter will confirm arrangements under which Coherent Economics LLC ("Coherent") will provide professional services to Grant & Eisenhofer ("Counsel") in connection with your representation of Petitioners ("Client") relating to an appraisal action pending in the Court of Chancery of the State of Delaware.

Professor Bradford Cornell ("Expert") may review confidential and non-confidential documents and other materials, provide information to you or other parties designated by you, prepare studies and reports, participate in meetings with you or with other parties designated by you, and undertake other tasks as requested by you, as an expert economic consultant in the above listed matter.

Coherent understands that Counsel seeks Expert to provide independent, expert economic analysis and opinions to Counsel, regardless of any concern over the impact of Expert's opinions upon any issues in dispute in the proceedings. Expert will discuss consulting assignments, tasks and projects with Counsel before undertaking any such assignments, tasks or projects, and will keep Counsel informed of the progress of work and findings.

Expert may rely on additional Coherent staff to supply support services, to the extent such services are needed to effectively and efficiently complete Expert's work. Counsel shall compensate Coherent for professional services and reimbursable expenses according to Coherent's standard commercial terms, which are attached and incorporated by reference. Professor Bradford Cornell's current hourly rate is USD \$1,050.

The work undertaken by Expert and Coherent in this engagement is done for and at the request of Counsel, and is part of Counsel's work product. Unless otherwise agreed or required by law,

regulation, or court order, Coherent may retain for its records copies of any reports completed by Coherent in this engagement. Coherent will not disclose confidential or privileged information it obtains from Counsel to any third party; provided that Coherent may disclose such information (a) to its own staff, (b) with Counsel's consent; and (c) if legally required to do so, although, whenever reasonably possible, Coherent will notify Counsel of such process before any such information is released. Confidential information does not include any information which is or becomes available from public sources. Coherent may, at Counsel's direction, disclose confidential information to other counsel or consultants cooperating with Counsel in this litigation.

Counsel understands that by serving as a consultant or expert in this engagement, Expert may be required by agreement, court order or other legal process to appear for proceedings at the request or demand of one or more other parties, or opposing parties might undertake legal efforts in an attempt to preclude Expert from providing services to Counsel. Counsel agrees to defend Expert and Coherent and compensate Coherent for any time or expenses incurred in connection with such proceedings.

This engagement may be terminated upon reasonable notice by Counsel or Coherent.

If this letter conforms to your understanding and is acceptable to you, please sign and return one copy. I look forward to the opportunity to continue working with you on this matter. Please call me if you have any questions.

Sincerely,

Coherent Economics, LLC

By 
Alan S. Frankel, Member

AGREED AND ACCEPTED:

By 

Mary S. Thomas
Grant & Eisenhofer P.A.

Dated 2/10/16

**Coherent Economics, LLC
Standard Commercial Terms**

Coherent bills clients monthly for professional services and expenses. Coherent describes all such services and expenses, and, on request, will supply documentation for expenses incurred. Coherent bills for travel (business class for international travel), purchased data, international telephone and other expenses at actual cost or an allocation of estimated actual cost for purchased data used in multiple engagements. Hourly rates are subject to periodic adjustment.

Coherent's invoices shall be paid within thirty days of the statement date. Coherent shall be paid regardless of the opinions rendered, results of any analysis undertaken by Coherent, or results of any litigation, proceeding, or Coherent's consulting assignment. If an invoice is not paid within 60 days, Coherent reserves the right to begin to charge interest on the outstanding balance at 1% per month and/or cease working on the engagement whether or not tasks have been completed, without relieving Counsel of its obligation to pay all amounts due to Coherent.

In the event Coherent or Expert is required by subpoena or other legal process to appear or produce any documents relating to engagements for Counsel in judicial or administrative proceedings, Counsel shall reimburse Coherent at standard billing rates for its professional time and expenses, including reasonable attorneys' fees, incurred in responding to such requests.

Coherent may require that a retainer be paid on execution of this agreement, prior to Coherent beginning work on behalf of Counsel. The retainer will be applied against fees for professional services and expenses billed by Coherent. Any retainer balance remaining on completion of Coherent's work or termination of this engagement after all of Coherent's outstanding invoices have been paid in full shall be returned to Counsel. Coherent may request additional retainer amounts as needed.

Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of this agreement, including any claim based on contract, tort, or statute, shall be governed by Delaware law. Neither party shall be responsible for any consequential, incidental, special or punitive damages. Coherent shall not be responsible for direct compensatory damages in excess of the fees actually received by Coherent for the performance of services hereunder.