

APPLICANT AUCTION AGREEMENT

This Applicant Auction Agreement (the “**Auction Agreement**”), is made and entered into as of the date of the last signature below by and among the parties listed on **Schedule I** (each an “**Applicant**” and together, the “**Applicants**”), and Cramton Associates LLC, a Maryland limited liability company (“**Cramton**”).

RECITALS

A. The Applicants are all applicants in the Internet Corporation for Assigned Names and Numbers (“**ICANN**”) new generic top-level domain program.

B. ICANN has identified the Applicants as being in direct or indirect (*e.g.*, via ICANN string similarity determination) contention for the “[placeholder]” string or a similar string (the “**Contention String**”).

C. In lieu of participating in the ICANN auction process (the “**ICANN Auction**”) described in Section 4.3 of Version 2012-06-04 of the ICANN gTLD Applicant Guidebook (the “**Applicant Guidebook**”), the Applicants desire to resolve the existence of multiple applications for the Contention String (a “**Contention Set**”) independent of ICANN and through the terms and conditions of this Auction Agreement.

D. The Applicants agree to resolve the Contention Set through participation in a simultaneous auction to resolve multiple contention sets in the Program that Cramton, an expert in the field of auction design and conduct, will administer (the “**First Applicant Auction**” and, with respect to the Contention String alone, the “**Contention String Auction**”) as set forth in the bidder instructions attached as **Exhibit A** (the “**Bidder Instructions**”). Funds to be used in the First Applicant Auction shall be held in escrow by [placeholder] (the “**Neutral**”) subject to the terms and conditions of the Escrow Agreement between Cramton and the Neutral attached as **Exhibit B** (the “**Escrow Agreement**”).

E. The Applicants further agree that, upon the completion of the Contention String Auction, only one applicant shall be entitled to preserve its application for the Contention String (the “**Sole Applicant**”), and all other Applicants agree to have their respective applications withdrawn from ICANN (the “**Withdrawing Applicants**”).

F. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Applicant Guidebook.

In consideration of the promises and agreements of the Applicants and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Applicant and Cramton agree as follows:

ARTICLE 1

STRING CONTENTION RESOLUTION BY AUCTION

Section 1.1. **Contention String Auction.** Each Applicant shall participate in the Contention String Auction and agrees to be governed by the Bidder Instructions as administered by Cramton. The Contention String Auction shall commence at 9 a.m. EDT, April 29, 2013.

Section 1.2. **Withdrawal Notice and Neutral Deliveries.** No later than 5 p.m. EDT, April 24, 2013, each Applicant shall provide the Neutral:

- (a) written notice of its application’s withdrawal from the Contention Set pursuant to the form attached hereto as **Exhibit C** (the “*Withdrawal Notice*”);
- (b) the appropriate documentation for the Applicant as specified in **Exhibit D** to this Auction Agreement; and
- (c) a deposit of no less than US\$18,500 for use in the Contention String Auction. A single deposit of funds may be made in respect of all strings for which the Applicant is participating in the First Applicant Auction, but such a deposit may not be less than US\$18,500 per string.

Section 1.3. Deposits. The “*Applicant Deposit*” means the total amount of all cash deposits held by the Neutral on behalf of an Applicant at a given time. Except as provided in the Bidder Instructions, each Applicant in its sole discretion may make additional deposits of cash with the Neutral at any time before the end of the First Applicant Auction to increase its Applicant Deposit, and Cramton shall adjust the Applicant’s maximum bid total accordingly per the Bidder Instructions. The Applicant Deposits shall be held by the Neutral subject to the terms and conditions of the Escrow Agreement.

Section 1.4. Resolution of the Contention String Auction. Pursuant to the Bidder Instructions, Cramton shall determine (a) the identity of the Sole Applicant, (b) the resulting cumulative consideration to be paid to the Withdrawing Applicants for their withdrawal from the Contention Set (the “*Auction Payment*”), and (c) the allocation of the Auction Payment among the Withdrawing Applicants (the “*Payment Allocation*”). No later than one (1) business day following the date the Contention String Auction determines the Sole Applicant, the Auction Payment, and the Payment Allocation, Cramton shall provide electronic written notice thereof to each Applicant and direct the Neutral to (i) debit twenty percent (20%) of the Auction Payment from the Sole Applicant’s Applicant Deposit as a nonrefundable deposit on the Auction Payment (the “*Nonrefundable Deposit*”); (ii) deduct from the Nonrefundable Deposit and pay to Cramton the Auction Fees described in Section 1.9; and (iii) credit the balance of the Nonrefundable Deposit to the Withdrawing Applicants’ Applicant Deposits according to the Payment Allocation.

Section 1.5. Contention String Auction Settlement. Cramton shall direct the Neutral to effect Settlement during the Settlement Period as soon as the Settlement Condition is satisfied, where:

- (a) “*Settlement*” means the debiting of the unpaid balance of the Auction Payment from the Sole Applicant’s Applicant Deposit and crediting of such balance to the Withdrawing Applicant’s Applicant Deposits and Cramton according to the Payment Allocation;
- (b) “*Settlement Period*” means, initially, the five (5) business days following the conclusion of the First Applicant Auction; and
- (c) “*Settlement Condition*” means the existence of a balance in the Sole Applicant’s Applicant Deposit of funds sufficient to cover the balance of all winning bids made by the Sole Applicant in the First Applicant Auction.

Section 1.6. Settlement Condition Not Satisfied.

- (a) If the Settlement Condition is not satisfied before the end of the Settlement Period, and the Settlement Condition would have been satisfied but for the failure of a winning bidder or bidders in other auctions in the First Applicant Auction to make auction payments, the Settlement Period shall be extended by five (5) business days.

- (b) If the Settlement Condition is not met before the end of the Settlement Period, and paragraph (a) does not apply, then:
- (i) the Sole Applicant shall be designated a *Nonpaying Applicant*; and
 - (ii) Cramton shall determine which of the Nonpaying Applicant’s winning bids will be satisfied (the “*Nonpayment Determination*”) and direct the Neutral accordingly.

Cramton shall make the Nonpayment Determination in a manner that maximizes the portion of the Nonpaying Applicant’s Applicant Deposit used to satisfy winning bids. If more than one allocation would use the same portion of Nonpaying Applicant’s Applicant Deposit, Cramton shall choose of those allocations the allocation that maximizes the number of winning bids satisfied, or, if more than one allocation satisfies this test, one such allocation chosen at random.

- (c) If Settlement is not effected under a Nonpayment Determination:
- (i) pursuant to the Bidder Instructions, Cramton shall determine a new Sole Applicant, Auction Payment, and a Payment Allocation under which the Nonpaying Applicant shall be designated a Withdrawing Applicant and receive an allocation of zero; and, following such determination,
 - (ii) the Settlement Period shall recommence for an additional five (5) business days.

Section 1.7. Withdrawal Payments. Upon settlement of all debits from and credits to the Applicants’ Applicant Deposits pursuant to the First Applicant Auction, Cramton shall direct the Neutral to return to each Applicant within two (2) business days the outstanding amount of its respective Applicant Deposit (each a “*Withdrawal Payment*” and collectively, the “*Withdrawal Payments*”) according to the wiring instructions listed on each Withdrawing Applicant’s Withdrawal Notice.

Section 1.8. Withdrawal Notices. The business day immediately following the Withdrawal Payments, Cramton shall direct the Neutral to (a) submit to ICANN each Withdrawing Applicant’s Withdrawal Notice and (b) return to the Sole Applicant its Withdrawal Notice.

Section 1.9. Compensation. Cramton will be entitled to compensation for its services as stated in the fee schedule attached hereto as Exhibit E, which compensation shall be deducted from the Nonrefundable Deposit as described in Section 1.4 (the “*Auction Fees*”). The Auction Fees are intended as full compensation for Cramton’s services as contemplated by this Auction Agreement; provided, however, that in the event that the conditions for the disbursement of funds under this Auction Agreement are not fulfilled, or Cramton renders any service to the Applicants that is not contemplated in this Auction Agreement and is not timely objected to by any Applicant after reasonable advanced notice, or there is any assignment of interest in the subject matter of this Auction Agreement, or any material modification hereof, or if any material controversy arises hereunder, or Cramton is made a party to any litigation pertaining to this Auction Agreement or the subject matter hereof, then Cramton shall be compensated for such extraordinary services and reimbursed for all costs and expenses, including reasonable attorneys’ fees and expenses, occasioned by any such delay, controversy, litigation or event (the “*Extra Fees*”). Cramton shall explain and provide a written invoice of the Extra Fees to the Applicants, which fees will be added to the Auction Fees and deducted from the Nonrefundable Deposit, or, in the event that the conditions for the disbursement of the Nonrefundable Deposit under this Auction Agreement are not fulfilled, from the Applicant Deposits on a pro rata basis.

Section 1.10. Effective Date. This Auction Agreement will become effective when all the parties have signed it. The date this Auction Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this Auction Agreement. If any party signs but fails to date a signature, the date that Cramton receives the signing party's signature will be deemed to be the date that the signing party signed this Auction Agreement. If this Auction Agreement is not signed by all parties as of 11:59 p.m. EDT, April 17, 2013, this Auction Agreement shall not go into effect and shall not be binding on any of the parties.

Section 1.11. Termination. Except for 1.11 (Termination), 4.1 (Indemnification), 4.2 (Limitation of Liability), 5.1 (Successors or Assigns), 5.3 (Notices), 5.4 (Governing Law), and 5.7 (Confidentiality), which sections will survive termination, this Auction Agreement will terminate and be of no further force or effect on the first to occur of the following:

- (a) The unanimous written consent of the Applicants and Cramton;
- (b) A successful Community Objection or successful Community Priority Evaluation determination through ICANN for the Contention String; or
- (c) Upon the transmission of the Withdrawal Notices under Section 1.8.

ARTICLE 2 APPLICANT REPRESENTATIONS AND WARRANTIES

Each Applicant represents and warrants to Cramton and all other Applicants as follows:

Section 2.1. Authority. This Auction Agreement and the transactions contemplated herein constitute the legal, valid and binding obligations of the Applicant, enforceable against it in accordance with their respective terms. The Applicant has the unrestricted right, power and authority to enter into, execute and deliver this Agreement and all other transactions contemplated herein and to perform its obligations hereunder. This Auction Agreement has been duly approved by all corporate proceedings required by applicable law or otherwise required by the Applicant.

Section 2.2. No Conflict. Neither the execution and delivery of this Auction Agreement nor the consummation of the transactions contemplated herein will:

- (a) contravene, conflict with, or result in a violation of:
 - (i) Any provisions of the Applicant's charter documents, including without limitation its certificate of incorporation or bylaws, or
 - (ii) Any resolutions adopted by the Applicant's board of directors, managers, members, equity holders, or analogous representatives; or
- (b) give any governmental body or other person the right to challenge the transactions contemplated by this Auction Agreement or to exercise any remedy or obtain any relief under any legal requirement or any order to which the Applicant or any of its assets may be subject.

Section 2.3. Auction Procedure Fairness. As detailed in the Applicant Guidebook, including without limitation Sections 1.1.2.10 and 4.1.3, Applicant acknowledges that ICANN encourages Applicants to resolve gTLD string contention cases independent of ICANN and views the ICANN Auction as a less

preferable “last resort” to resolving the Contention Set. Accordingly, the Contention String Auction provides an appropriate mechanism independent of ICANN for resolving the Contention String that is preferable to the ICANN Auction and is fair legally and financially.

Section 2.4. Acknowledgement and Careful Consideration of Auction Agreement. Applicant acknowledges that, after carefully reading, considering, and consulting with its legal counsel on the terms and conditions of this Auction Agreement, the Applicant agrees to be legally bound by this Auction Agreement and the results of the Contention String Auction as determined by Cramton provided that no other party is in breach of any material term of this Auction Agreement.

Section 2.5. Nonpayment Procedures. Without limiting any other term or clause in this Auction Agreement, Applicant specifically agrees that the Nonrefundable Deposit described in Section 1.4, the Nonpayment Determination described in Section 1.6(b), and the nonpayment procedures described in Section 1.6(c) are reasonable and fair in light of the forecast of all factors now known or available for consideration relating to the delay caused by a Nonpaying Applicant, that such procedures are reasonable to prevent such a delay, and that these procedures are the only remedies available to the Withdrawing Applicants in connection with, related to or arising out of the Sole Applicant’s failure to satisfy the Settlement Condition.

Section 2.6. ICANN Communication and Relief. Applicant acknowledges that by entering into this Auction Agreement, Applicant shall no longer be entitled, after the conclusion of the Contention String Auction, to directly or indirectly submit or deliver to ICANN, or ICANN’s agents or affiliates, any documentation or information regarding the Contention String or the Contention Set without the prior written consent of the Sole Applicant. The Applicant further agrees that any Applicant may produce a copy of the relevant sections of this Auction Agreement with ICANN as written evidence of the knowing, voluntary, and bargained agreement among the Applicants to irrevocably waive their right to resolve the Contention Set outside this Auction Agreement, including without limitation via participation in the ICANN Auction. Notwithstanding any other provision of this Auction Agreement, this Section 2.6 shall survive a termination of this Auction Agreement resulting from delivery of the Withdrawal Notices under Section 1.8 except that it shall not apply to the Sole Applicant.

ARTICLE 3 CRAMTON REPRESENTATIONS AND WARRANTIES

Section 3.1. Authority. This Auction Agreement and the transactions contemplated herein constitute the legal, valid and binding obligations of Cramton, enforceable against it in accordance with their respective terms. Cramton has the unrestricted right, power and authority to enter into, execute and perform all transactions contemplated in this Auction Agreement and to perform its obligations hereunder. This Auction Agreement has been duly approved by all corporate proceedings required by applicable law or otherwise required by Cramton.

Section 3.2. No Conflict. Neither the execution and delivery of this Auction Agreement nor the consummation of the transactions contemplated herein will:

(a) contravene, conflict with, or result in a violation of:

(iii) Any provisions of Cramton’s charter documents, including without limitation its certificate of incorporation or bylaws, or

(iv) Any resolutions adopted by Cramton’s board of directors, managers, members, equity holders, or analogous representatives; or

(b) give any governmental body or other person the right to challenge the transactions contemplated by this Auction Agreement or to exercise any remedy or obtain any relief under any legal requirement or any order to which Cramton or any of its assets may be subject.

Section 3.3. Auction Procedure Fairness. To ensure confidence in the Bidder Instructions, Cramton has designed and shall administer the Bidder Instructions using industry best practices to (a) maximize total value by assigning the Contention String to the Applicant who values it the most, (b) ensure that the Bidder Instructions do not favor any particular Applicant, (c) provide clear and unambiguous rules, and (d) create simple and easy to understand rules.

Section 3.4. Scope of Responsibility. Except as otherwise stated in this Auction Agreement, Cramton is obligated only to perform the duties specifically set forth in this Auction Agreement and such other duties as may be incidental thereto. Under no circumstances will Cramton be deemed to be a fiduciary to any Applicant, any Applicant’s affiliates, the Neutral, or any other person under this Auction Agreement. Cramton will not be responsible or liable for the failure of any Applicant to perform in accordance with this Auction Agreement. Cramton shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument, or document other than this Auction Agreement and its exhibits, whether or not an original or a copy of such agreement has been provided to Cramton; and Cramton shall have no duty to know or inquire as to the performance or nonperformance of any provision of any such agreement, instrument, or document. References in this Auction Agreement to any other agreement, instrument, or document are for the convenience of the Applicants, and Cramton has no duties or obligations with respect thereto. This Auction Agreement sets forth all matters pertinent to the Contention String Auction, the Bidder Instructions, Applicant Deposits, Withdrawal Notices, and Withdrawal Payments contemplated hereunder, and no additional obligations of Cramton shall be inferred or implied from the terms of this Auction Agreement or any other agreement.

ARTICLE 4 INDEMNIFICATION, LIABILITY, AND RELEASE

Section 4.1. Indemnification.

(a) Cramton. The Applicants, jointly and severally, shall indemnify, defend and hold harmless Cramton from and against any and all loss, liability, cost, damage and expense, including, without limitation, attorneys’ fees and expenses or other professional fees and expenses which Cramton may suffer or incur by reason of any action, claim or proceeding brought against Cramton, arising out of or relating in any way to this Auction Agreement or any transaction to which this Auction Agreement relates, including without limitation the Escrow Agreement, unless such loss, liability, cost, damage or expense shall have been finally adjudicated to have been directly caused by the willful misconduct or gross negligence of Cramton.

(b) Other Applicants. The Applicants, jointly and severally, shall indemnify, defend and hold harmless each other Applicant from and against any and all loss, liability, cost, damage and expense, including, without limitation, attorneys’ fees and expenses or other professional fees and expenses which each other Applicant may suffer or incur by reason of any action, claim or proceeding brought against such Applicant, arising out of or relating in any way to this Auction Agreement or any transaction to which this Auction Agreement relates, unless such loss, liability, cost, damage or expense shall have been finally adjudicated to have been directly caused by the willful misconduct or gross negligence of such Applicant.

Section 4.2. Limitation of Liability. CRAMTON SHALL NOT BE LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY (I) DAMAGES, LOSSES OR EXPENSES ARISING OUT OF THE SERVICES PROVIDED HEREUNDER, OTHER THAN DAMAGES, LOSSES OR EXPENSES WHICH HAVE BEEN FINALLY ADJUDICATED TO HAVE DIRECTLY RESULTED FROM CRAMTON OR THE NEUTRAL'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR LOSSES OF ANY KIND WHATSOEVER (INCLUDING WITHOUT LIMITATION LOST PROFITS), EVEN IF CRAMTON OR THE NEUTRAL WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES AND REGARDLESS OF THE FORM OF ACTION.

Section 4.3. Force Majeure. No party to this Auction Agreement shall be responsible or liable for any failure or delay in the performance of its obligation under this Auction Agreement arising out of or caused, directly or indirectly, by circumstances beyond their reasonable control, including, without limitation, acts of God; earthquakes; fire; flood; wars; acts of terrorism; civil or military disturbances; sabotage; epidemic; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications services; accidents; labor disputes; acts of civil or military authority or governmental action; it being understood that each party to this Auction Agreement shall use commercially reasonable efforts which are consistent with accepted practices to resume performance as soon as reasonably practicable under the circumstances.

ARTICLE 5 MISCELLANEOUS

Section 5.1. Successors and Assigns. This Auction Agreement shall be binding on and inure to the benefit of the Applicants and Cramton and their respective affiliates, successors and permitted assigns. No other persons shall have any rights under this Auction Agreement. Any assignment of the interest of any of the Applicants shall require the prior written consent of the other Applicants and shall not be binding unless and until written notice of such assignment is delivered to Cramton and the Neutral.

Section 5.2. Interpretation; Severability. The Applicants intend for this Auction Agreement to comply with applicable laws, the Applicant Guidebook, as well as all of the other applicable rules, mandates, policies, and procedures promulgated by ICANN with respect to the Program (the "**ICANN Rules**"). If any term or provision hereof is illegal or invalid for any reason whatsoever or otherwise inconsistent with applicable law or the ICANN Rules, such provisions will be replaced with a valid provision that as closely as possible resembles the purposes and intents of the invalid provision or, if not possible, will be severed from this Auction Agreement, and such invalid or unenforceable provision will not affect the enforceability or validity of the remainder of this Auction Agreement.

Section 5.3. Notices. All notices, requests, demands, and other communications required under this Auction Agreement shall be in writing, in English, and shall be deemed to have been duly given if delivered (a) personally, (b) by facsimile or electronic transmission with written confirmation of receipt, or (c) by overnight delivery with a reputable national overnight delivery service. If notice is given to an Applicant, it shall be given at the address and contact information for such Applicant set forth on Schedule I. It shall be the responsibility of the Applicants to notify Cramton and the Neutral in writing of any changes in name, address, or contact information. In the case of communications delivered to Cramton or the Neutral at the address below, such communications will be deemed to have been given on the date received by Cramton or the Neutral, as the case may be.

If to Cramton:

Cramton Associates LLC
6418 Dahlonga Rd
Bethesda MD 20816
Attention: Peter Cramton
Telephone: +1 240 479 9345
Facsimile: +1 240 813 7478

If to the Neutral:

Section 5.4. Governing Law. This Auction Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, United States.

Section 5.5. Entire Agreement. This Auction Agreement sets forth the entire agreement and understanding of the parties related to the Contention String Auction.

Section 5.6. Amendment. Except for the Bidder Instructions, which may be modified as described in this Section 5.6, this Auction Agreement may be amended, modified, superseded, rescinded, or canceled only by a written instrument executed by each Applicant and Cramton. Cramton may make changes and clarifications to the Bidder Instructions, which shall be adopted after five (5) business days' electronic written notice by Cramton to the Applicants; provided (a) such changes are consistent with the objectives described in Section 3.3, and (b) and no more than ten (10) percent of the Applicants participating in the First Applicant Auction object to such change or clarification in writing during such five-day notice period. Other modifications of the Bidder Instructions may be made only if approved by the written consent of Applicants representing at least two-thirds of the applications to be resolved in the First Applicant Auction.

Section 5.7. Confidentiality. Except as otherwise stated in this Auction Agreement, each Applicant agrees to maintain the confidentiality of any confidential and proprietary information of obtained by it (including, without limitation, any material nonpublic information) ("**Confidential Information**"); provided, however, that Confidential Information shall not include any information that (a) is or becomes generally available to the public other than as a result of a disclosure by the receiving party or its representatives, (b) is already in the receiving party's possession, provided that such information is not subject to a contractual, legal or fiduciary obligation of confidentiality for the benefit of another, or (c) becomes available to the receiving party on a non-confidential basis from a source not bound by a contractual, legal or fiduciary obligation to keep such information confidential for the benefit of another. The foregoing will not prohibit each Applicant from disclosing Confidential Information (x) to the extent it is required to do so by ICANN or by applicable law so long as such Applicant, prior to disclosure that is legally required, provides the other Applicants written notice of the Confidential Information and takes appropriate steps to preserve the confidentiality of such information to the extent reasonably practicable (including by, for example, cooperating with the affected Applicants to seek an appropriate protective order) or (y) to its affiliates, attorneys, accountants, consultants, and other professionals bound by similar confidentiality obligations.

Section 5.8. Waivers. The failure of any party to this Auction Agreement at any time or times to require performance of any provision under this Auction Agreement shall in no manner affect the right at a later time to enforce the same performance. A waiver by any party to this Auction Agreement of any such condition or breach of any term, covenant, representation, or warranty contained in this Auction Agreement, in any one or more instances, will neither be construed as a further or continuing waiver of

any such condition or breach nor a waiver of any other condition or breach of any other term, covenant, representation, or warranty contained in this Auction Agreement.

Section 5.9. Construction. All parties have contributed and participated equally in the drafting of this Agreement and this Agreement will not be deemed to be drafted by any party, nor interpreted against any party as a result thereof.

Section 5.10. No Joint Venture. Nothing in this Auction Agreement shall be construed as establishing a partnership or joint venture relationship between or among any of parties hereto.

Section 5.11. Actions. Any action arising out of or relating to this Agreement or any of the transactions contemplated hereby must be brought in the state or federal courts of the State of California, and each of the parties irrevocably submits to the exclusive jurisdiction of each such court in any such action, waives any objection it may now or hereafter have to venue or to the convenience of forum, agrees that all claims in respect of the action shall be heard and determined only in any such court and agrees not to bring any action arising out of or relating to this Auction Agreement or any of the transactions contemplated hereby in any other courts. The parties agree that any party may file a copy of this section with any court as written evidence of the knowing, voluntary, and bargained agreement among the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any proceeding may be served on any party anywhere in the world. In any action, suit or other proceeding to enforce any right or remedy under this Auction Agreement or to interpret any provision of this Auction Agreement, the prevailing party (or parties) will be entitled to recover costs and expenses (including, without limitation, expert witness and reasonable attorneys' fees) reasonably incurred in connection with such action, suit, or other proceeding or any appeal thereof.

Section 5.12. Headings. Section headings of this Auction Agreement have been inserted for convenience of reference only and do not restrict or otherwise modify any of the terms or provisions of this Auction Agreement.

Section 5.13. Counterparts. This Auction Agreement may be executed in one or more counterparts, each of which when executed will be deemed to be an original, and such counterparts will together constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, this Auction Agreement has been duly executed as of the dates written below.

APPLICANTS

[APPLICANT]

By: _____

Date: _____

[Name, Title]

[APPLICANT]

By: _____

[Name, Title]

Date: _____

[APPLICANT]

By: _____

[Name, Title]

Date: _____

CRAMTON

CRAMTON ASSOCIATES LLC

By: Peter Cramton, Chairman

Date: _____

SCHEDULE I

Applicants

[Applicant]

[Applicant]

[Applicant]

[Applicant]

28 March 2013 Draft – For Discussion Purposes Only

EXHIBIT A

Bidder Instructions

28 March 2013 Draft – For Discussion Purposes Only

EXHIBIT B

Escrow Agreement

EXHIBIT C

Withdrawal Notice

Internet Corporation for Assigned Names and Numbers
Registrar Accreditation
4676 Admiralty Way, Suite 330
Marina Del Rey, CA 90292 USA

To Whom It May Concern:

I, _____, am the primary contact for [Applicant] (the “*Company*”). The Company is an applicant for the .[placeholder] string in ICANN’s new gTLD Program. As is contemplated in the ICANN Applicant Guidebook, a settlement has been reached among parties in the contention set for .[placeholder]. Accordingly, we hereby request that:

- The Company’s application for .[placeholder] be irrevocably withdrawn.
- ICANN refund the applicable fees as determined by Section 1.5 of the Applicant Guidebook (the “Refund”) via check or wire to the following coordinates:

- If by check:

- If by wire:

Bank: _____

Branch: _____

Currency: _____

Bank Account #: _____

Routing #: _____

SWFT/EFT/IBAN Code: _____

Many thanks in advance for processing the Company’s application withdrawal and its refund. Please let me know directly if you have any questions.

[APPLICANT]

By: [Name]
Its: [Title]

28 March 2013 Draft – For Discussion Purposes Only

EXHIBIT D

Documentation Required By the Neutral

28 March 2013 Draft – For Discussion Purposes Only

EXHIBIT E

AUCTION FEES

[CRAMTON FEES]