ADDENDUM TO REGISTRY AGREEMENT

This Addendum to that certain Registry Agreement, dated as of [__], for the **.xxx** Top-Level Domain (the "Registry Agreement"), by and between Internet Corporation for Assigned Names and Numbers, a California nonprofit public benefit corporation ("ICANN"), and ICM Registry, LLC, a Delaware limited liability company ("Registry Operator"), is dated as of [_] and is by and among ICANN and Registry Operator ("Addendum"). ICANN and Registry Operator are hereinafter referred to collectively as the "Parties" and individually as a "Party." Capitalized terms used and not defined herein will have the respective meanings given thereto in the Registry Agreement.

WHEREAS, the Parties previously entered into a registry agreement, dated 31 March 2011 (the "Previous Registry Agreement");

WHEREAS, the Parties desire to renew the Previous Registry Agreement through the execution of the Registry Agreement;

WHEREAS, the Registry Agreement has certain provisions that are not applicable to a previously delegated top level domain, such as the TLD;

WHEREAS, the purpose of this Addendum is to amend the Registry Agreement in order to modify the provisions that are not applicable to the TLD; and

WHEREAS, pursuant to Section 7.6 of the Registry Agreement, the parties may enter into bilateral amendments and modifications to the Registry Agreement negotiated solely between the Parties.

NOW, THEREFORE, in consideration of the above recitals acknowledged herein by reference, the Parties, intending to be legally bound hereby, do agree as follows:

1. No Approved Amendment pursuant to Section 7.6 or Section 7.7 of the Registry Agreement shall amend or modify the specific terms of the Registry Agreement that are modified or amended pursuant to Section 2 of this Addendum (such terms, "Addendum Terms"); provided that the foregoing shall not apply to any other terms of any provision of the Registry Agreement, including the remaining unmodified terms of any Sections of the Registry Agreement that include the Addendum Terms. If an Approved Amendment is approved in accordance with Section 7.6 or Section 7.7 that would amend or modify any terms of the Registry Agreement that are modified by the Addendum Terms, ICANN and the Registry Operator agree to (i) enter into good faith discussions regarding whether an amendment to such Addendum Terms is appropriate in light of such Approved Amendment and (ii) mutually agree (such agreement not to be unreasonably withheld, conditioned or delayed) on an appropriate amendment to this Addendum or the Registry Agreement.

2. The following Sections of the Registry Agreement are hereby modified by the Addendum Terms set forth in the column across from such Section.

Section	Addendum Terms
1.1	The following terms of Section 1.1 shall be of no force or effect: ", subject to the requirements and necessary approvals for delegation of the TLD and entry into the root-zone"
1.3(a)(i)	The following terms of Section 1.3(a)(i) shall be of no force or effect: "and statements made in the registry TLD application,"
1.3(a)(iii)	The terms of Section 1.3(a)(iii) shall be of no force or effect.
2.3	The following terms of Section 2.3 shall be of no force or effect: "within fourteen (14) calendar days after delegation"
2.4	The following terms of Section 2.4 shall be of no force or effect: • "commencing with the first calendar month in which the TLD is delegated in the root zone," • "; provided, however, that if the TLD is delegated in the root zone after the fifteenth (15th) calendar day of the calendar month, Registry Operator may defer the delivery of the reports for such first calendar month and instead deliver to ICANN such month's reports no later than the time that Registry Operator is required to deliver the reports for the immediately following calendar month. Registry Operator must include in the Per-Registrar Transactions Report any domain name created during pre-delegation testing that has not been deleted as of the time of delegation (notably but not limited to domains registered by Registrar IDs 9995 and/or 9996)"
2.8	The following terms of the first sentence of Section 2.8 shall be of no force or effect: • "specify, and" • "launch of the TLD and initial registration-related and"
2.9	The terms of Section 2.9(a) shall be modified to include the following at the end of the provision: "The Registry-Registrar Agreement referred to in this Section

Section	Addendum Terms
	2.9(a) is the last Registry-Registrar Agreement for the TLD approved by ICANN pursuant to the registry agreement for the TLD that immediately preceded this Agreement."
2.12	The terms of Section 2.12 shall be of no force or effect.
2.13	The following terms of Section 2.13 shall be of no force or effect: "In addition, in the event of such failure, ICANN shall retain and may enforce its rights under the Continued Operations Instrument."
2.15	The following term of the first sentence of Section 2.15 shall be of no force or effect: "new"
4.3(b)	The terms of Section 4.3(b) shall be of no force or effect.
4.3(c)	The terms of Section 4.3(c) shall be of no force or effect.
4.5	The following terms of Section 4.5 shall be of no force or effect: "In addition, ICANN or its designee shall retain and may enforce its rights under the Continued Operations Instrument for the maintenance and operation of the TLD, regardless of the reason for termination or expiration of this Agreement."
4.6	The reference to "Section 2.12" in Section 4.6 shall be of no force or effect.
6.1(a)	The second to last sentence of 6.1(a) is hereby amended and restated in its entirety as follows: "Registry Operator's obligation to pay the quarterly registry-level fixed fee will begin on the Effective Date." The last sentence of Section 6.1(a) shall be of no force or effect.
6.4	The terms of Section 6.4 shall be of no force or effect.
6.5	The term "expiration of the first year of this Agreement" in the first sentence of Section 6.5 shall be modified to "Effective Date".

Section	Addendum Terms
Specification 5, § 2	The terms of Section 2 of Specification 5 are hereby amended and restated in their entirety as follows: **"Two Character Labels**. All two character labels that were previously reserved by Registry Operator pursuant to prior registry agreements between Registry Operator and ICANN may be allocated through ICANN-accredited registrars, subject to the following: 2.1 <u>Registration Policy</u>: For all new registrations after the Effective Date, Registry Operator must include a provision in its publicly available registration policy requiring a representation that the registrant of a letter/letter two-character ASCII label will take steps to ensure against misrepresenting or falsely implying that the registrant or its business is affiliated with a government or country-code manager if such affiliation, sponsorship or endorsement does not exist. 2.2 <u>Post-Registration Complaint Investigation</u>. Registry Operator shall take reasonable steps to investigate and respond to any reports from governmental agencies and ccTLD operators of conduct that causes confusion with the corresponding country code in connection with the use of a letter/letter two-character ACSCII domain. In responding to such reports, Registry Operator will not be required to take any action in contravention of applicable law."
Specification 5, § 3.2	The terms of Section 3.2 of Specification 5 shall be of no force or effect.
Specification 5, § 3.4	The following terms of the first sentence of Section 3.4 of Specification 5 shall be of no force or effect: "Effective upon the conclusion of the No-Activation Period specified in Section 6.1 of Specification 6," The following terms of the last sentence of Section 3.4 of Specification 5 shall be of no force or effect: • "(i)" • ", (ii) count towards the one hundred domain names available to Registry Operator under Section 3.2 of this

Section	Addendum Terms
	Specification 5, or (iii) adversely affect Registry Operator's qualification as a .BRAND TLD pursuant to Specification 13 (.BRAND TLD Provisions) hereto (as applicable)"
Specification 5, § 5	The terms of Section 5 of Specification 5 shall be of no force or effect.
Specification 5, § 6	The terms of Section 6 of Specification 5 shall be of no force or effect.
Specification 6, § 6	The terms of Section 6 of Specification 6 shall be of no force or effect.
Specification 7, § 1	The following term in the second sentence of Section 1 of Specification 7 shall be of no force or effect: "additional" The following terms of Section 1 of Specification 7 shall be of no force of effect: "Registry Operator shall implement in accordance with requirements set forth therein each of the mandatory RPMs set forth in the Trademark Clearinghouse as of the date hereof, as posted at https://www.icann.org/en/resources/registries/tmch-requirements (the "Trademark Clearinghouse Requirements"), which may be revised in immaterial respects by ICANN from time to time. Registry Operator shall not mandate that any owner of applicable intellectual property rights use any other trademark information aggregation, notification, or validation service in addition to or instead of the ICANN-designated Trademark Clearinghouse. If there is a conflict between the terms and conditions of this Agreement and the Trademark Clearinghouse Requirements, the terms and conditions of this Agreement shall control. Registry Operator must enter into a binding and enforceable Registry-Registrar Agreement with at least one ICANN accredited registrar authorizing such registrar(s) to register domain names in the TLD as follows: a. if Registry Operator conducts a Qualified Launch Program or is authorized by ICANN to conduct an Approved Launch Program (as those terms are defined in the Trademark Clearinghouse Requirements),

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	Registry Operator must enter into a binding and enforceable Registry-Registrar Agreement with at least one ICANN accredited registrar prior to allocating any domain names pursuant to such Qualified Launch Program or Approved Launch Program, as applicable; b. if Registry Operator does not conduct a Qualified Launch Program or is not authorized by ICANN to conduct an Approved Launch Program, Registry Operator must enter into a binding and enforceable Registry-Registrar Agreement with at least one ICANN accredited registrar at least thirty (30) calendar days prior to the expiration date of the Sunrise Period (as defined in the Trademark Clearinghouse Requirements) for the TLD; or c. if this Agreement contains a Specification 13, Registry Operator must enter into a binding and enforceable Registry-Registrar Agreement with at least one ICANN accredited registrar prior to the Claims Commencement Date (as defined in Specification 13)." Nothing in this Specification 7 shall limit or waive any other obligations or requirements of this Agreement applicable to Registry Operator, including Section 2.9(a) and Specification 9."
Specification 8	The terms of Specification 8 shall be of no force or effect.
Specification 9, § 1(b)	The following terms of Section 1(b) of Specification 9 shall be of no force or effect: • "(a)" • "and (b) may withhold from registration or allocate to Registry Operator up to one hundred (100) names pursuant to Section 3.2 of Specification 5"

3. Unless a different implementation period is provided in the Registry Agreement, Registry Operator will have a 270 calendar days grace period, beginning on the Effective Date, to work with ICANN and backend providers to ensure that all additional or changed technical operations between the Agreement and the Previous Registry Agreement are implemented. For the avoidance of doubt, Registry

Operator shall continue to comply with all existing technical operation requirements of the Previous Registry Agreement until Registry Operator has implemented the applicable additional or changed technical operation requirements and any breach of such existing provision shall be deemed a breach of the Registry Agreement.

4. This Addendum shall constitute an integral part of the Registry Agreement. Notwithstanding Section 7.10 of the Registry Agreement, the Registry Agreement (including those specifications and documents incorporated by reference to URL locations which form a part of it) and this Addendum constitute the entire agreement of the parties hereto pertaining to the operation of the TLD and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between the parties on that subject. The Registry Agreement and this Addendum shall at all times be read together.

5. Except as specifically provided for in this Addendum, all of the terms of the Registry Agreement shall remain unchanged and in full force and effect, and, to the extent applicable, such terms shall apply to this Addendum as if it formed part of the Registry Agreement.

6. This Addendum may be executed and delivered (including by electronic transmission) in any number of counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute a single instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their duly authorized representatives.

INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS

By: _____
                 [_]
                 [_]

ICM REGISTRY, LLC

By: _____
                 [_]
                 [_]