Amendment to Registry Agreements

THIS AMENDMENT ("Amendment"), effective as of _____ ("Amendment Effective Date"), is made by and between the Internet Corporation for Assigned Names and Numbers ("ICANN") and Nominet UK ("Registry Operator"), and shall amend the Registry Agreement for certain top-level domains ("TLDs") in the manner as further detailed and described herein.

WHEREAS, Registry Operator (i) is party to the Registry Agreements identified in Appendix I (each, a "Registry Agreement") and (ii) is the Registry Operator of those TLDs identified in Appendix I to this Amendment, which is attached hereto and incorporated herein; and

WHEREAS, in the interest of the mutual of convenience of the parties, in lieu of executing an individual amendment to the Registry Agreement for each individual TLD identified in Appendix I, the parties hereby desire to consolidate the modifications as provided in this Amendment.

NOW THEREFORE, the parties, intending to be legally bound, agree as follows:

1. Each party represents it has proper authority to execute this Amendment for the purposes intended.

2. The Registry Agreement for those TLDs identified in Appendix I shall be amended in the manner set forth below as the amendment number provided in Appendix I.

3. The parties hereby agree to amend Exhibit A of each of the Registry Agreements identified in Appendix I by adding the following new text as a new section with the corresponding section number as identified in Appendix I:

[START NEW TEXT]

"Bulk Transfer After Partial Portfolio Acquisition

Bulk Transfer After Partial Portfolio Acquisition ("BTAPPA") is a registry service available to consenting registrars in the circumstance where (i) one ICANN-accredited registrar purchases, by means of a stock or asset purchase, merger or similar transaction, a portion but not all, of another ICANN-accredited registrar's domain name portfolio in the TLD or (ii) a newly accredited registrar (gaining registrar) requests a transfer of all domain names from the losing registrar for which the gaining registrar has served as the reseller. Upon completion of the transfer, the gaining registrar is the new sponsoring registrar. The gaining registrar must certify the BTAPPA would not otherwise qualify under ICANN's Transfer Policy.

At least fifteen days before completing a BTAPPA, the losing registrar must provide written notice of the bulk change of sponsorship to all domain name registrants for names involved in the BTAPPA. The notice must include an explanation of how the RDDS record will change after the BTAPPA occurs and customer support and technical contact information of the gaining registrar.

The losing registrar's existing Registration Agreement with customers must permit the transfer of domain names in the event of acquisition by another party. A single BTAPPA request may be submitted for transfers from multiple losing registrars provided they are Affiliated Registrars as defined by the 2013 or subsequent Registrar Accreditation Agreement.

The expiration dates of transferred registrations are not affected and, therefore, there are no ICANN fees. Once the BTAPPA is complete, there is no grace period to reverse the transfer.

Domain names in the following EPP statuses at the time of the BTAPPA execution shall not be transferred:

- Base statuses: pendingTransfer, pendingDelete.
- Redemption Grace Period ("RGP") statuses: redemptionPeriod, pendingRestore, pendingDelete.

Domain names that are within a grace period window are subject to BTAPPA, but Registry Operator may decline to provide a credit for those names deleted after the BTAPPA and prior to the expiration of the applicable grace period window.

Registry Operator must reject a BTAPPA request if there is reasonable evidence that a transfer under BTAPPA is being requested in order to avoid fees otherwise due to Registry Operator or ICANN. Registry Operator has discretion to reject a BTAPPA request if a registrar with common ownership or management or both has already requested BTAPPA service within the preceding six-month period."

[END NEW TEXT]

Each party hereby acknowledges and agrees that this Amendment shall not be construed as a waiver of any provision of the Registry Agreements by any party hereto, nor shall it in any way affect the validity of, or the right of any party hereto, to enforce the provisions of the Registry Agreements. The parties agree that, except as set forth in this Amendment and any prior duly authorized and executed amendments, the current terms and conditions of each Registry Agreement will remain in full force and effect. All capitalized terms not defined will have the meaning given to them in each Registry Agreement. This Amendment may be executed in counterparts, each of which shall be deemed an original, and all of such counterparts taken together shall constitute one and the same instrument.

ACCEPTED AND AGREED:

INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS

By: _____
Theresa Swinehart
Senior Vice President, Global Domains and Strategy

NOMINET UK

By: _____
Paul Fletcher
Chief Executive Officer

APPENDIX I

List of Registry Agreements to be Amended

TLD	Registry Agreement Effective Date	Amendment	Section
.cymru	8 May 2014	3	7
.wales	8 May 2014	3	7