

AGREEMENT By and Between
THE CITY OF NEW YORK and

NEUSTAR, INC.

This Agreement ("Agreement"), effective as of the 30 day of MARCH, 2012, is made between the City of New York ("City"), a municipal corporation acting by and through its Department of Information Technology and Telecommunications ("DoITT") having its principal office at 75 Park Place, 9th Floor, New York, New York 10007, and Neustar, Inc. ("Neustar" or "Contractor"), a Delaware corporation having its principal office at 21575 Ridgetop Circle, Sterling, Virginia 20166.

WHEREAS, on October 5, 2009, DoITT issued a Request for Proposals (PIN: 85810CSP0017) for vendor services to: (1) assist the City to become the registry operator ("Registry Operator") for the generic top level domain name ("gTLD") ".NYC" from the Internet Corporation for Assigned Names and Numerals ("ICANN"); and (2) if the City does become the Registry Operator, then also to operate, manage, administer, maintain and market .NYC. Subsequently, on May 7, 2010, and December 3, 2010, DoITT issued a series of follow up questions to seek additional information from Neustar. Collectively, the initial Request for Proposals and subsequent follow up questions shall be referred to as the "RFP", which is annexed hereto as Appendix A and hereby made a part of this Agreement; and

WHEREAS, Neustar submitted an initial response to the RFP dated December 22, 2009, and subsequently filed responses to the additional follow up questions on May 14, 2010 and December 20, 2010. Collectively, the initial response and subsequent responses shall hereby be referred to as the "RFP Response", which is annexed hereto as Appendix B and hereby made a part of this Agreement, and

WHEREAS, the City selected Neustar as the vendor for the services contemplated by the RFP; and

WHEREAS, if the City becomes the Registry Operator for .NYC, Neustar will remit the City a minimum annual amount (as more fully described below) during Neustar's operation of .NYC.

NOW THEREFORE, by signing below, the parties, in consideration of the mutual promises set forth below in this Agreement and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, agree as follows:

1. Term.

- (a) The term of this Agreement shall be for five (5) years from the date of registration ("Registration") of the Agreement by the Comptroller of the City of New York ("Term")

unless properly terminated. The Term may be renewed for up to two (2) additional five-(5) year periods upon written agreement by the parties for each period.

- (b) The Agreement shall terminate if the City's Application to become the Registry Operator of .NYC ("Application") is rejected or denied by ICANN and the City has exercised any appeal mechanism or similar process that it elects within the exercise of its sole discretion to pursue from such rejection and/or denial, or upon written notice by the City that it does not intend to pursue an appeal or similar process to become the Registry Operator. Such termination shall be effective immediately upon such notice.
- (c) Notwithstanding anything to the contrary, the Term shall not extend beyond the final expiration or termination of the ICANN Agreement (as defined below), as such agreement may be extended and/or renewed from time to time.
- (d) The Agreement may also be terminated pursuant to Article 10 of General Provisions Governing Contracts, which is annexed hereto as Appendix D and hereby made a part of this Agreement.

2. Scope of Work.

Neustar shall perform the work as described in the Scope of Work ("SOW"), which is annexed hereto as Appendix C and hereby made a part of this Agreement.

3. ICANN Agreement. Neustar acknowledges that, to become the Registry Operator for .NYC, the City will have to enter into an agreement with ICANN ("ICANN Agreement").

- (a) If and when the ICANN Agreement is executed, the ICANN Agreement will be considered annexed hereto and a part of this Agreement as Appendix E. Neustar shall abide by all applicable terms of the ICANN Agreement as if it stood in the City's place as a party to the ICANN Agreement; provided, however that, to the extent that the City initiates any changes to the ICANN Agreement, and such change imposes a new material obligation upon Neustar, the parties shall confer in good faith on the scope of the change prior to the City presenting it to ICANN and mutually agree on whether such a change is sought with ICANN and what, if any, are the contractual implications of such changes. For purposes of the previous sentence "material obligation" shall mean any obligation that: (i) exceeds the scope of, or materially differs from, the Services set forth in this Agreement, in nature and level of effort or resources to Neustar's detriment; (ii) requires the delivery of additional services or deliverables beyond those contemplated in this Agreement; (iii) requires Neustar to assume new costs beyond those contemplated in this Agreement; or (iv) imposes a detrimental change in Neustar's representations, covenants, warranties, intellectual property rights, confidentiality requirements and/or indemnity obligations under this Agreement.
- (b) Neustar shall provide all necessary additional assistance to allow the City to meet its obligations under the ICANN Agreement.

4. Reserved Names.

- (a) Domain names in the following groupings shall not be available for .NYC to the general public, whether during the sunrise period, land rush period or general registration:
 - (i) The particular appendix to the ICANN Agreement that deals with schedule of reserved names;
 - (ii) Appendix F (Names Permanently Reserved for Use by the City of New York or Related Entities), which is annexed hereto and hereby made a part of this Agreement;
 - (iii) Appendix G (Names Reserved for Marketing and Business Development), which is annexed hereto and hereby made a part of this Agreement, and which may be amended from time to time by mutual agreement of the parties; and
 - (iv) Appendix H (Domain names that match, contain misspellings of or are recognizable variations of any of the seven words identified in *Federal Communications Commission v. Pacifica Foundation*, 438 U.S. 726 (1978) (collectively, the “Seven Words”)).
- (b) The parties acknowledge that the lists of names for Appendices F and G have not been finalized. Once each has been finalized, it shall be inserted into the applicable Appendix.
- (c) Neustar shall reserve domain names for the purpose of releasing such names to the general public in one or more of the following forms: auction, request for proposals process, development of websites for monetization through advertising or other revenue generating models (e.g. click-through revenues), founders program or other such landrush process as mutually agreed by the parties and as amended from time to time (Reserved Premium Names) (“Premium Names”). The list of names shall be mutually agreed to by the parties and, when finalized, shall be appended to this Agreement as Appendix I, which will be incorporated into this Agreement.

5. Registrars.

- (a) The City may enter into registry-registrar agreements with ICANN-accredited registrars (generically, “Registrars”) to sell domain names under .NYC (“RRAs”).
 - (i) The City hereby designates Neustar to act as agent for the City for all purposes under each RRA into which the City enters.
 - (ii) Notwithstanding anything to the contrary, Neustar, as an agent of the City, shall not be required to obtain prior written approval from the City to enter into an RRA that is mutually agreed by the parties. Neustar need only provide a copy of the executed RRA to DoITT within ten (10) business days after its full execution.
 - (iii) Neustar may not prescribe or limit the retail price of domain names charged by Registrars to their resellers and/or registrants, as applicable, under .NYC.
 - (iv) With respect to pricing of Registry Services:

(A) Neustar agrees to comply at all times with Sections 2.9, 2.10 and 2.14 of the ICANN Agreement, as such Sections may be amended from time to time.

~~(B) Subject to (iv)(A) above, Neustar shall be solely responsible for the determination of pricing to Registrars for all Registry Services. Notwithstanding the foregoing, the City shall be consulted prior to any change in pricing for Registrars for all Registry Services and the City's written approval shall be required before any changes are made to the pricing to amounts not set forth in the RFP Response, for any changes that do not result in a lower wholesale price because they are made in connection with refunds, rebates, discounts, product tying, marketing or other programs that are of a limited duration or offer discounted pricing.~~

(b) Neustar shall develop, publish and administer a registration life cycle for domain names in .NYC. Neustar shall inform Registrars in detail of this registration life cycle.

(c) In Neustar's agreements with Registrars, Neustar shall require Registrars to include in their registration agreements with registrants:

(i) that registrants must take an affirmative step to certify that they are in compliance with all relevant Federal, New York State and New York City laws including the tax requirements for conducting business via the Internet; and

(ii) a statement that registrants may find more information about compliance with City tax laws at the City of New York Department of Finance's website and a link to that website (currently at <www.nyc.gov/finance>).

(d) The City may enter into a separate RRA with Neustar. Such RRA shall have the same terms and conditions as those contained in the RRA executed with all of the other Registrars.

(e) Neustar shall abide by the all applicable policies (and such updates, revisions and modifications as ICANN may issue) set forth in the ICANN Agreement.

6. Nexus to The City of New York.

(a) The City desires to have only those individuals or entities having a substantive and lawful connection to the City be permitted to register for .NYC domain names ("Nexus Policy").

(b) Registrants in .NYC must be either:

(i) a natural person whose primary place of domicile is in the City of New York ("Nexus Category 1"); or

(ii) an entity or organization that has a *bona fide* presence in the City of New York (“Nexus Category 2”). Factors that should be considered in determining whether an entity or organization has a *bona fide* presence in the City shall include, without limitation, whether such prospective registrant:

(A) regularly performs lawful activities within the City related to the purposes for which the entity or organization is constituted (e.g., selling goods or providing services to customers, conducting regular training activities, attending conferences), provided such activities are not conducted solely or primarily to permit it to register for a .NYC domain name; and

(B) maintains an office or other facility in the City for a lawful business, noncommercial, educational or governmental purpose, and not solely or primarily to permit it to register for a .NYC domain name; and

(C) regularly performs lawful activities outside of the City; provided that such activities relate to, or are primarily directed towards residents, tourists, businesses and organizations within the City (e.g., online content related to the City).

(c) Registrants will be able to register for .NYC domain names during one or more (if applicable) Phases (as described in Section 4(h) of the SOW).

(d) Registrants must remain in compliance with the applicable Nexus Category for the duration of the domain name’s life cycle.

(e) Neustar shall require Registrars in the RRA to have registrants provide the registration information required by ICANN for the WHOIS standard for .NYC.

(f) To the extent permitted by ICANN, Neustar will require that Registrars certify that they enforce the Nexus Policy upon their registrants, and that Registrars require registrants to certify that they satisfy the Nexus Policy.

(g) On at least a weekly basis, Neustar will conduct random spot checks of at least fifty (50) .NYC domain names to determine whether their owners satisfy the applicable Nexus Category. Domains will be manually reviewed for accuracy, and any domain found to contain patently inaccurate information or where there is a high likelihood of a nexus violation will be flagged for further investigation. The sponsoring Registrars for these domain names will be notified of the investigation and the registrants will be required to provide additional evidence that they meet the Nexus requirements.

(h) Neustar will establish contacts by which it will (i) accept complaints from the City and (ii) accept complaints from third parties, claiming the owner of a .NYC domain name does not satisfy the applicable Nexus Category.

(i) If a domain name owner does not satisfy the Nexus Category because it lacks the requisite nexus as described in Section 6(b) above, Neustar will place the name on a 30-

day hold, during which time the Registrar will be notified and given the opportunity to have the registrant comply with the applicable Nexus Category and provide proof of such compliance. If no action is taken by the Registrar within the 30-day period, the registration will be cancelled and the name will be returned to “available” status.

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- (j) If a domain name owner does not satisfy the applicable Nexus Category because it has not submitted all the information required under Section 6(b) above, then the registration will be cancelled and released to the general pool of available names.
7. Warehousing by Registrars. Neustar shall abide by any ICANN-adopted specifications or policies prohibiting or restricting warehousing of or speculation in domain names by registries.
8. City Trademarks.
- (a) The City grants to Neustar a revocable, non-exclusive, non-transferable license to use the trademarks, logos and trade names of the City (collectively, the “Marks”) , but only in connection with the uses described in this Agreement (“License”). Neustar accepts the License subject to the terms and conditions set forth herein. The list of the Marks shall be prepared by the City and, once finalized, shall be set forth in Appendix J, which is annexed hereto and hereby made a part of this Agreement
- (b) Neustar agrees that it will only use the Marks as described in this Agreement. Any use of the Marks for purposes other than those expressly granted herein, without the prior written consent of the City, is expressly prohibited.
- (c) Neustar acknowledges the ownership of the Marks vests solely in the City, and agrees that it will do nothing inconsistent with such ownership, and agrees that all use of the Marks by Neustar shall inure to the benefit of and be on behalf of the City, its affiliates and assigns. Neustar agrees that nothing in this Agreement shall give Neustar any right, title, or interest in the Marks other than to use the Marks in accordance with this Agreement, and Neustar agrees that it will not challenge the title of the City to the Marks or challenge the validity of this Agreement. Neustar agrees to fully cooperate with the City and its enforcement of its exclusive rights in the Marks.
- (d) Neustar agrees to use the Marks only in the form and manner and with appropriate legends as prescribed from time to time by the City. The City reserves the right to modify the Marks, at any time, for any reason, without advanced notice. Appropriate use of the Marks shall be credited to the City as follows: “All logos and marks depicted herein are property of the City of New York and may not be reproduced without written consent. © [insert applicable date] City of New York. All rights reserved.”
- (e) Neustar agrees to promptly notify the City of any unauthorized use of the Marks by others as it comes to Neustar’s attention. The City shall have the sole right and discretion to bring infringement, unfair competition, or other proceedings involving the Marks. In

the event the City elects not to pursue an action for infringement, unfair competition, or any other cause of action involving the Marks, Neustar may neither pursue such an action nor force the City to pursue such action.

- ~~(f) Upon termination or expiration of this Agreement or termination of the License, Neustar shall immediately discontinue manufacture, promotion, advertisement, and sale of any materials using the Marks. Neustar acknowledges and agrees that its failure to cease manufacture, sale, advertising, or promotion of materials including the Marks upon expiration or termination of this Agreement will result in immediate and irreparable harm to the City. Neustar further acknowledges and admits that the City has no adequate remedy at law for Neustar's failure to cease manufacture, sale, advertising, or promotion of materials including the Marks upon termination or expiration of this Agreement, except as expressly provided for above. Neustar acknowledges and admits that, in the event of any such failure by it to cease manufacture, sale, advertising, or promotion of materials including the Marks, the City shall be entitled to equitable or injunctive relief against Neustar's failure, in addition to any and all other remedies at law that are available to the City.~~
- (g) Neustar hereby acknowledges that the City has previously granted and may continue to grant licenses to third parties for the use of the Marks.
- (h) Any art work or other materials conceived under or resulting from this Agreement, including but not limited to copyrighted materials and trademarks, trade names, service marks, service names and trade dress and the like, whether developed by Neustar or on behalf of Neustar shall be considered "work made for hire" within the meaning of 17 U.S.C. § 101 and is the exclusive property of the City upon creation. In the event that such materials are deemed not to be a work made for hire, Neustar irrevocably assigns to the City its entire right, title, and interest in and to such work and any derivative works thereof (including without limitation all rights of copyright). Neustar agrees to execute any documents as may be deemed necessary or desirable by the City to register in its own name, record, confirm, clarify, or otherwise cause the foregoing assignment of rights to the City to have full legal effect worldwide. If Neustar desires to develop any new or different design for any mark, symbol, logo character or other element of the Marks, Neustar shall first obtain the City's written approval, and in any event all such designs shall be fully subject to the provisions of this paragraph and owned in full by the City.

9. Neustar Intellectual Property

- (a) **Services.** All right, title and interest in and to the Registry Services, including Neustar's shared registration system, DNS, DNSSEC and WHOIS systems and infrastructure as well as all APIs, and their associated hardware, software, object code, source code, toolkits, data and reports, is owned exclusively by Neustar.
- (b) **Tools.** All right, title and ownership to any tools, software (both in object code and source code form), hardware, databases excluding any City data contained in such databases, and know-how, which Neustar previously developed or which Neustar

independently develops or licenses from a third party (collectively, "Neustar Tools") shall remain the exclusive property of Neustar. The foregoing notwithstanding, in the event that, in order for City to use the Registry Services, Neustar provides City with an API, software toolkit, or other software, subject to the terms and conditions of this Agreement, ~~Neustar hereby grants City a non-exclusive, non-transferable, worldwide,~~ license to use during the Term the API, Toolkit and/or other software, as well as any updates and upgrades thereof, solely for the purpose of accessing and using the Registry Services under this Agreement. Neustar may, in its discretion from time to time and at no charge to City, make modifications to the API, Toolkit and/or other software licensed hereunder. Neustar will use commercially reasonable efforts to provide City with reasonable notice prior to the implementation of any material changes to the API, Toolkit and/or other software.

- (c) **City data.** Upon termination or expiration of this Agreement, Neustar shall provide the City with access to any and all City data.

10. Revenue.

- (a) Upon the City's receipt of notice by the Internet Assigned Numbers Authority that .NYC has been entered into the root zone, the City shall issue a notice to proceed ("IANA Notice to Proceed") to Neustar. As the agent for the City as Registry Operator, Neustar shall collect domain name registration fees and forward a portion thereof to the City as described in this Section.
- (b) As of the date of the first transaction for which Neustar is able to collect domain name registration fees or, unless otherwise mutually agreed upon by the parties in writing, no more than sixty (60) calendar days after issuance of the IANA Notice to Proceed ("Fee Commencement Date"), whichever is first, the remainder of the Term shall be broken down by "Calendar Years" in the manner of "Calendar Year 1", "Calendar Year 2", etc.
- (c) Should the IANA Notice to Proceed take place before October 1 of a given year, the minimum payment for Calendar Year 1 (as set forth in Section 10(e) below) shall be prorated using the following formula:

$$\frac{\text{\# of days in the year beginning with date of the Fee Commencement Date}}{365.25} \times \$300,000$$

- (d) Should the Fee Commencement Date take place on or after October 1 of a given year, the minimum payment for Calendar Year 1 (as set forth in Section 10(e) below) shall be determined by the following formula:

$$\frac{\# \text{ of days in year beginning with date of the Fee Commencement Date} + 365.25}{365} \times 300,000$$

- (e) Within fifteen (15) business days after the end of each quarter (March 31, June 30, September 30 and December 31) of each Calendar Year, Neustar shall remit to DoITT twenty-five percent (25%) (“Quarterly Payment”) of the following corresponding amount:
- (i) for Calendar Year 1: three hundred thousand dollars (\$300,000) (thus \$75,000 per quarter), subject to Sections 10(c) and 10(c) above;
 - (ii) for Calendar Year 2: six hundred fifty thousand dollars (\$650,000) (thus \$162,500 per quarter);
 - (iii) for Calendar Year 3: seven hundred fifty thousand dollars (\$750,000) (thus \$187,500 per quarter);
 - (iv) for Calendar Year 4: eight hundred fifty thousand dollars (\$850,000) (thus \$212,500 per quarter); and
 - (v) for Calendar Year 5: one million fifty thousand dollars (\$1,050,000) (thus \$262,500 per quarter).
- (f) Should this Agreement expire or be properly terminated at any time during one of the Calendar Years, the applicable payment in Section 10(d) above shall be pro-rated accordingly and shall be due and payable within thirty (30) calendar days after the expiration or effective date of the termination, as applicable.
- (g) In the event that the appropriate Quarterly Payment is not received by the City within the timeframes set forth above, Neustar shall pay interest on such overdue Quarterly Payment amount at the then-current interest rate set forth in Section 5004 of the New York Civil Practice Law and Rules (which as of the date of execution of this Agreement is nine percent (9%) per annum) to the City retroactive to the first day that such Quarterly Payment was due.
- (h) If the Agreement is renewed:
- (i) Neustar’s payment obligations to the City shall continue as described in Section 10(e) above until Calendar Year 5 ends.
 - (ii) For each Calendar Year during the Term of this Agreement (or any subsequent renewal term) after Calendar Year 5, Neustar shall remit to DoITT one million dollars (\$1,000,000) payable in \$250,000 per quarter.
- (i) Within thirty (30) days after the end of a Calendar Year, Neustar shall provide an accounting of all Gross Revenue received during that Revenue Year (“Annual Accounting Report”). “Gross Revenue” shall include all fees collected by Neustar in its capacity as registry operator of .NYC in connection with: (a) selling domain names; (b)

click-thru fees; (c) advertising sales; or (d) other promotions, in each case excluding discounts, refunds or taxes.

(j) Should forty percent (40%) of Gross Revenue exceed the corresponding amount listed in Section 10(e) above and for all Calendar Years thereafter during the Term and any renewal, Neustar shall include with the corresponding Annual Accounting Report a payment equal to the difference. Such payment shall be in addition to the applicable payment listed in Sections 10(e) and 10(h)(ii) above, as applicable.

(k) This Section shall survive the expiration or termination of this Agreement.

11. Post-Application Fees.

(a) The City acknowledges and agrees Neustar shall not be responsible for fees payable to ICANN with relation to dispute resolution, string contention, or objection-based fees. With the exception of the indemnity obligations set forth in this Agreement, and those set forth in the previous sentence, Neustar shall be responsible for all other fees, including all fees imposed by ICANN on the City and under the ICANN Agreement (collectively, the "Post-Application Fees"). Specifically, Neustar shall be responsible for:

- (i) all Post-Application Fees that become due prior to the expiration or the effective date of termination of this Agreement. Neustar shall pay all such Post-Application Fees directly to ICANN; and
- (ii) the pro-rata portion of all Post-Application Fees that become due after the expiration or the effective date of termination of this Agreement, provided that such pro-rata portion relates only to the period of time prior to the expiration or the effective date of termination of this Agreement. Neustar shall pay such amount to DoITT within thirty (30) calendar days after the expiration or the effective date of termination of this Agreement.

12. ICANN Continued Operations Instrument.

(a) During the Term of this Agreement, Neustar shall be responsible for securing a "continued operations instrument" on behalf of the City in compliance with the terms and conditions related to the continued operations instrument requirements set forth in the ICANN Agreement ("ICANN COI"). Provided that Neustar remains in compliance with the terms and conditions of the ICANN Agreement, the type and nature of ICANN COI, the selection of financial institution and all governing terms and conditions of such ICANN COI shall be at Neustar's sole and exclusive discretion. The amount of the ICANN COI shall be three hundred thousand dollars (\$300,000), unless a lower amount is mutually agreed to by the parties and is permissible under the ICANN Agreement and all other ICANN rules. In the event this Agreement terminates or expires for any reason prior to sixth (6th) anniversary of the effective date of the ICANN Agreement, the City shall be responsible for arranging for an alternative instrument that provides for sufficient

financial resources to ensure the continued operation of the registry services related to the TLD in accordance with the ICANN Agreement.

(b) Any monies paid in connection with or obtained via the ICANN COI shall have no effect on any payments that are due or may become due from Neustar to DoITT under this Agreement. The parties acknowledge that, if and when the money secured by the ICANN COI is released, such money shall belong to Neustar.

13. General Provisions and Additional Clauses. The parties shall comply with the General Provisions Governing Contracts (Appendix D), as amended by the Additional Clauses to Appendix D, which is annexed to Appendix D and hereby made a part of this Agreement.

14. Priority. Any inconsistency between any part of this Agreement shall be resolved in the following order of priority:

- (a) Appendix D (General Provisions), except as amended by the Additional Clauses to Appendix D;
- (b) Appendix E (ICANN Agreement);
- (c) The main body of the Agreement;
- (d) Appendix C (SOW);
- (e) Appendices F through J;
- (f) Appendix A (RFP); and
- (g) Appendix B (RFP Response).

15. Notices and Correspondence.

- (a) All notices and correspondence to the parties must be delivered by hand, emailed, sent by registered or certified mail (RRR), or by Federal Express, Express Mail or other reliable overnight mail service that provides a receipt to the sender. Receipt of a notice by the party to whom the notice is transmitted will be considered to have occurred upon receipt, if hand-delivered or emailed; five (5) business days from the date of mailing, if mailed; or the next business day after transmittal by Federal Express, Express Mail or other reliable overnight delivery service that provides a receipt to the sender. All notices and correspondences shall be delivered to the respective addresses below, or to any other address as a party may notify the other party in writing from time to time:

If to DoITT:

Charles Fraser
General Counsel
NYC Department of Information Technology and Telecommunications
75 Park Place, 9th Floor
New York, NY 10007
[REDACTED]

If to Neustar:

Scott Blake Harris
General Counsel
Neustar, Inc.
21575 Ridgetop Circle
Sterling, Virginia 20166
[REDACTED]

with a copy to:

Jeffrey J. Neuman
Vice President, Business Affairs, Enterprise Services
Neustar, Inc.
21575 Ridgetop Circle
Sterling, VA 20166
[REDACTED]

- (b) Either party may specify a replacement or supplemental notice address for itself from time to time by notice to the other party.

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(c) Each party shall be obligated to inform the other of any change of address in a timely manner so that delivery of such notices may not be impaired

IN WITNESS WHEREOF, the parties have duly executed this Agreement in duplicate (each of which shall constitute an original) by their respective authorized representatives.

CITY OF NEW YORK [REDACTED]
By: [REDACTED]
Name: Carole Post
Title: Commissioner
NYC Department of
Information Technology and
Telecommunications
75 Park Place, 9th Floor
New York, NY 10007
Date: 3/30/12

NEUSTAR, INC. [REDACTED]
By: [REDACTED]
Name: *Brakley D. Smith*
Title: *VP Finance & Corp Controller*
Address: [REDACTED]
Phone: [REDACTED]
Fax: [REDACTED]
Email: [REDACTED]
Date: 3.27.12

Approved as to Form

Acting Corporation Counsel

Date: _____

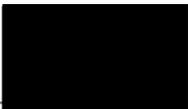
[NOTARIZATIONS FOLLOW ON THE NEXT PAGE]

STATE OF NEW YORK)

CC

COUNTY OF NEW YORK)

On the 30th day of March, in the year 2012, before me, the undersigned, personally appeared Carole Post, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

Nathalie Roc
Commissioner of Deeds City of New York
NO. 
Qualified in Kings County
Commission Expires on 01-01-2014

~~COMMONWEALTH~~
~~STATE OF VIRGINIA)~~

CC

COUNTY OF LOUDOUN)

On the 27th day of March, in the year 2012, before me, the undersigned, personally appeared Bradley D Smith, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

 Suzanne Held Podhorecki
Commonwealth of Virginia
Notary Public
Commission No. 
My Commission Expires 10/31/2013

CORPORATION COUNSEL CONTRACT APPROVAL

Agency .DOITT

E-PIN 85812P0001001

Contractor NEUSTAR INC

Approved as to form

Certified as to legal authority

Electronically Signed By HOWARD FRIEDMAN

Date 03/26/2012 19:02

Acting Corporation Counsel