

AUCTION PURCHASE AGREEMENT

This AUCTION PURCHASE AGREEMENT (this "**Agreement**") is made and entered into as of the date set forth on the signature page hereto by the persons or entities set forth below under the heading "Seller" and "Buyer" on the signature page hereto.

WHEREAS, Buyer has participated in a live auction of internet domain names (an "**Auction**"), conducted by J.P. King Auction Company, Inc. ("**King**") and RealEstateNet, LLC ("**Seller**") and Moniker Online Services LLC ("**Moniker**"), a wholly owned subsidiary of Domain Systems, Inc. ("**DomainSystems**"); and

WHEREAS, Seller agrees to sell and Buyer desires to consummate the purchase of certain domain names for which it submitted the winning bid in an Auction.

NOW, THEREFORE, Buyer, intending to be legally bound, hereby agrees as follows:

1. Terms of Auction. The Terms of Auction set forth in Schedule II (the "**Terms of Auction**") are hereby incorporated into this Agreement as if such terms were specifically set forth herein. By executing this Agreement, Buyer hereby agrees to be bound by the Terms of Auction. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Terms of Service.

2. Purchase and Sale.

(a) In accordance with the Terms of Auction, Buyer hereby purchases each of the domain names set forth on Schedule I (each a "**Domain Name**") for the aggregate purchase price (in United States Dollars) set forth opposite such Domain Name on Schedule I, which includes all applicable transaction fees (the "**Purchase Price**"). Each Domain Name so purchased by Buyer is purchased directly from the owner of such Domain Name (such person or entity, the "**Seller**"). The consummation of the sale of the Domain Name by the Seller and the purchase of such Domain Name by the Buyer is referred to as the "**Closing of the Transaction**".

(b) In order to effectuate the foregoing, (i) Seller has agreed to cause the Domain Name(s) to be transferred to Buyer through Moniker, an ICANN-accredited registrar, or other registrar approved by DomainSystems, and (ii) if payment of the Purchase Price is being made by check or wire transfer, Buyer hereby agrees to remit the Purchase Price to U.S. Bank National Association, who shall serve as escrow agent for the holding and disbursement of the Purchase Price (in such capacity, the "**Escrow Agent**"), Once the Domain Name(s) have been secured by Moniker either in its restricted account or at another registrar, DomainSystems has verified the receipt of the Purchase Price with the Escrow Agent and all other conditions to the Closing of the Transaction, if any, have been completed, (A) in the event payment of the Purchase Price is made by wire transfer or check, DomainSystems will authorize the Escrow Agent to pay the net proceeds for the sale of the Domain Name(s) to the Seller per the Seller's instructions and Domain Systems will cause Moniker to transfer the Domain Name(s) to the Buyer.

(c) Closing of the transaction must occur on or before June 25, 2009. Buyer must pay and any all balances due to the Escrow Agent not later than this date.

3. Payment Instructions. In order to fulfill its obligations to pay the Purchase Price to the Seller in accordance with Section 2, Buyer must make payment in accordance with the following acceptable payment methods and instructions:

Wire transfer – Please wire amounts directly to U.S. Bank as provided below and please be sure to add the domain name and the words “Auction Escrow” to the comment field of the wire transfer.

ANY PAYMENTS BY WIRE TRANSFER MUST BE SENT DIRECTLY TO U.S. BANK. ANY SUCH PAYMENTS SENT TO MONIKER RATHER THAN U.S. BANK WILL ONLY CAUSE A DELAY IN THE CLOSING OF THE TRANSACTION AND RESULT IN THE INCURRENCE OF ADDITIONAL FEES.

Wire information:

Domestic:

ABA 091000022

BBK U.S. BANK

A/C 180121167365

BNF TFM (Address for TFM, if needed, is St. Paul, MN)

OBI 128392000 AUCTION ESCROW (Absolutely IMPERATIVE this line is included)

ATTN LEYE FADAHUNSI 651-495-3726 (This line is not necessary, but useful if there is room)

International:

SWIFT USBKUS44IMT

ABA 091000022

BBK U.S. BANK

A/C 180121167365

BNF TFM (Address for TFM, if needed, is St. Paul, MN)

OBI 128392000 AUCTION ESCROW (Absolutely IMPERATIVE this line is included)

ATTN LEYE FADAHUNSI 651-495-3726 (This line is not necessary, but useful if there is room)

4. Third Party Beneficiary. The Seller shall be an intended third party beneficiary of this Agreement and Section 1 of the Terms of Service.

5. Entire Agreement. This Agreement, together with the Terms of Service, constitutes the entire agreement of Buyer and supersedes in their entirety all prior representations, understandings, undertakings or agreements (whether oral or written and whether expressed or implied) of the parties with respect to the subject matter hereof.

* * * * *

IN WITNESS WHEREOF, the Seller and Buyer has executed this Auction Purchase Agreement as of the date set forth below.

SELLER: RealEstateNet, LLC

By: _____

Name: _____

Title: _____

Date: _____

BUYER:

By: _____

Name: _____

Title: _____

Date: _____

Schedule I

Service	Cost
Domain Name Purchased _____ _____ _____ _____ _____ _____ _____ _____ _____ _____ _____	 _____ _____ _____ _____ _____ _____ _____ _____ _____ _____ _____
Transaction processing service	Included
Expedited transfer service	Included

