The Internet Corporation for Assigned Names and Numbers

ICANN

<u>TRANSMITTED VIA ELECTRONIC MAIL, FACSIMILE & COURIER SERVICE</u>

24 December 2009

Mr. Michael Bahlitzanakis
CodyCorp.com Inc. (IANA ID 905)
155-14 14th Avenue
Beechurst New York 11357

**RE: NOTICE OF EXPIRATION OF REGISTRAR ACCREDITATION AGREEMENT
            AND NON-RENEWAL OF ACCREDITATION**

Dear Mr. Bahlitzanakis:

Be advised that as of 24 December 2009, CodyCorp.com Inc. ("CodyCorp") remains in breach of its Registrar Accreditation Agreement – May 2001 ("RAA") with the Internet Corporation of Assigned Names and Numbers ("ICANN"). These breaches result from CodyCorp's failure to: 1) escrow gTLD registration data pursuant to Section 3.6 of the RAA, 2) pay accreditation fees pursuant to Section 3.9 of the RAA, and 3) provide public access to data on registered names pursuant to Section 3.3 of the RAA.

Under Section 5.4 of the RAA, CodyCorp may only be entitled to renewal of its accreditation if CodyCorp is in compliance with its obligations under the RAA. As CodyCorp remains out of the compliance with its obligations under the RAA and failed to breaches noticed by ICANN within the time frame set out under the RAA and by ICANN, CodyCorp is not entitled to renewal.   Based on CodyCorp's failure to comply with Sections 3.3, 3.6, and 3.9 of the RAA, ICANN will not renew CodyCorp's accreditation upon the expiration of the CodyCorp RAA on 25 January 2010.

1. <u>Failure to escrow gTLD registration data pursuant to Section 3.6 of the RAA</u>

Section 3.6 of the RAA requires CodyCorp, "on a schedule, under the terms, and in the format specified by ICANN" to "submit an electronic copy of the database described in Subsection 3.4.1 [of the RAA] to ICANN or, at Registrar's election and at its expense, to a reputable escrow agent mutually approved by Registrar and ICANN."

ICANN notified CodyCorp on 11 January 2008 and 26 September 2008 of CodyCorp's obligation to begin escrowing certain enumerated gTLD registration data no later than 1 April 2008 (later extended to 31 October 2008) and thereafter on a weekly basis, in accordance with the Registrar Data Escrow Specifications document posted at, http://www.icann.org/rde/rde-specs-09nov07.pdf.

CodyCorp's failure to escrow registration data constitutes a breach of Section 3.6 of the RAA.

On 8 October 2009, ICANN sent CodyCorp a Notice of Breach regarding, among other things, CodyCorp's failure to escrow gTLD registration data as required by Section 3.6 of the RAA. CodyCorp failed to cure this breach within the time period allowed by the RAA and no deposits have been made in furtherance of CodyCorp's escrow obligation as of the date of this letter. CodyCorp remains out of compliance with this obligation under the RAA.

2. Failure to pay accreditation fees pursuant to Section 3.9 of the RAA

Section 3.9 of the RAA requires registrars to timely pay accreditation fees to ICANN, consisting of yearly and variable fees. CodyCorp currently owes ICANN $10,862.74 in past due accreditation fees. Notices regarding CodyCorp's past due accreditation fees, including detailed customer statements, were transmitted to you several times over the past two years.

CodyCorp's failure to make timely payments on invoice numbers 17162, 18529, 19908, 20534, 21137, 22379 and 24299 – all of which are over 90 days past due - constitutes numerous independent breaches of Section 3.9 of the RAA. A copy of CodyCorp's most recent customer statement is enclosed.

On 20 April 2009, ICANN sent you, via courier, a Notice of Breach of Registrar Accreditation Agreement for failure to pay accreditation fees along with a detailed customer statement reflecting $8,307.00 in past due accreditation fees. CodyCorp failed to cure this breach in the time period allowed by the RAA, and remains out of compliance with this obligation under the RAA.

3. Failure to provide public access to data on registered names pursuant to section 3.3 of the RAA

Section 3.3.1 of the RAA requires CodyCorp to "provide an interactive web page and a port 43 Whois service providing free public query-based access to up-to-date (i.e., updated at least daily) data concerning all active Registered Names sponsored by Registrar for each TLD in which it is accredited," such data to include:

3.3.1.1 The name of the Registered Name;

3.3.1.2 The names of the primary nameserver and secondary nameserver(s) for the Registered Name;

3.3.1.3 The identity of Registrar (which may be provided through Registrar's website);

3.3.1.4 The original creation date of the registration;

3.3.1.5 The expiration date of the registration;

3.3.1.6 The name and postal address of the Registered Name Holder;

3.3.1.7 The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the technical contact for the Registered Name; and

3.3.1.8 The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the administrative contact for the Registered Name.

CodyCorp's failure to provide a working interactive web page and port 43 Whois services constitutes a breach of Section 3.3.1 of the RAA.

On 8 October 2009, ICANN sent CodyCorp a Notice of Breach regarding CodyCorp's failure to provide an interactive webpage and failure to provide port 43 Whois service as required by Section 3.3.1 of the RAA. CodyCorp failed to cure the breaches referenced in ICANN's 8 October 2009 Notice of Breach within the time period allowed by the RAA. As of the date of this letter, CodyCorp's web page and port 43 Whois service remain noncompliant with the requirements of Section 3.3.1 of the RAA.

4. Conclusion

ICANN notified CodyCorp on 20 April 2009 and 8 October 2009 of the breaches of the RAA described above and gave CodyCorp an opportunity to cure these breaches consistent with the terms of the RAA. Moreover, ICANN informed CodyCorp on 15 October 2009 that failure to cure all outstanding contract breaches by 25 December 2009 would result in the non-renewal of CodyCorp's accreditation. Notwithstanding multiple notices and opportunities to cure, CodyCorp remains noncompliant with its obligations under the RAA, and therefore, on 25 January 2010, the RAA will expire and ICANN will not renew CodyCorp's accreditation.

Due to the impending expiration of CodyCorp's RAA and ICANN's nonrenewal of CodyCorp's accreditation, it is critical that ICANN take action to protect the interests of registrants that registered domains names with your registrar. To facilitate the transition of the domain names currently managed by CodyCorp, ICANN will follow its De-Accredited Registrar Transition Procedure ("Procedure") posted at, http://www.icann.org/en/processes/registrars/de-accredited-registrar-transition-procedure-01oct08.pdf.

We encourage you to read the Procedure in its entirety. Consistent with the Procedure, we are requesting that CodyCorp propose a bulk transfer recipient within seven days from the date of this letter. Please contact ICANN's Registrar Liaison Manager, Brian Peck at brian.peck@icann.org, to designate a proposed bulk transfer recipient. Kindly note, however, that your designation of a bulk transfer recipient does not prejudice ICANN's right to the Registrar Data Escrow data and other rights under the RAA, as well as ICANN's right to transfer names to a registrar of our choosing selected pursuant to the Procedure. It is ICANN's goal to protect registrants from unnecessary harm and we look forward to the full cooperation of CodyCorp during the transition process.

The expiration of CodyCorp's RAA does not relieve CodyCorp of the obligation to pay any outstanding accreditation fees, which should be paid immediately, and accreditation fees for the most recently ended and current quarters that have not yet been invoiced. ICANN reserves the right to pursue all means available to collect these fees. ICANN specifically reserves the right to pursue any and all other breaches in addition to the breaches enumerated above, and nothing herein shall be deemed a waiver of that right.

You may contact me via e-mail at stacy.burnette@icann.org should you have any questions.

Very truly yours,

Stacy Burnette
Director
Contractual Compliance

Enclosure: Customer Statement