

**UNITED STATES OF AMERICA  
BEFORE FEDERAL TRADE COMMISSION**

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<b>In the Matter of</b>	)	
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	)	
<b>CoStar Group, Inc.</b>	)	
<b>a corporation,</b>	)	<b>File No. 111-0172</b>
	)	
<b>Lonestar Acquisition Sub, Inc.</b>	)	
<b>a corporation,</b>	)	
	)	
<b>and</b>	)	
	)	
<b>LoopNet, Inc.</b>	)	
<b>a corporation.</b>	)	
	)	
	)	

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**AGREEMENT CONTAINING CONSENT ORDER**

The Federal Trade Commission (“Commission”), having initiated an investigation of the proposed acquisition by Respondent CoStar Group, Inc., and Respondent Lonestar Acquisition Sub, Inc., of Respondent LoopNet, Inc., hereinafter referred to as Proposed Respondents, and it now appearing that Proposed Respondents are willing to enter into this Agreement Containing Consent Order (“Consent Agreement”) to cease and desist from certain acts and practices and providing for other relief;

**IT IS HEREBY AGREED** by and between Proposed Respondents, their duly authorized officers and attorneys, and counsel for the Commission that:

1. Proposed Respondent CoStar Group, Inc. is a corporation organized, existing and doing business under and by virtue of the laws of the state of Delaware, with its office and principal place of business located at 1331 L Street, NW, Washington, DC 20005.
2. Proposed Respondent Lonestar Acquisition Sub, Inc. is a wholly-owned subsidiary of CoStar Group, Inc., and is a corporation organized, existing and doing business under and by virtue of the laws of the state of Delaware, with its office and principal place of business located at 1331 L Street, NW, Washington, DC 20005.
3. Proposed Respondent LoopNet, Inc. is a corporation organized, existing and doing business under and by virtue of the laws of the state of Delaware, with its office and



8. This Consent Agreement is for settlement purposes only and does not constitute an admission by Proposed Respondents that the law has been violated as alleged in the draft of Complaint here attached, or that the facts as alleged in the draft Complaint, other than jurisdictional facts, are true.
9. This Consent Agreement contemplates that, if it is accepted by the Commission, and if such acceptance is not subsequently withdrawn by the Commission pursuant to the provisions of Commission Rule 2.34, 16 C.F.R. § 2.34, the Commission may, without further notice to Proposed Respondents, (1) issue and serve its Complaint corresponding in form and substance with the draft Complaint here attached and the attached Decision and Order containing an order to divest and providing for other relief in disposition of the proceeding and (2) make information public with respect hereto.
10. When final, the Decision and Order shall have the same force and effect and may be altered, modified, or set aside in the same manner and within the same time provided by statute for other orders. The Decision and Order shall become final upon service. Delivery of the Complaint and the Decision and Order to Proposed Respondents by any means provided in Commission Rule 4.4(a), 16 C.F.R. § 4.4(a) – including, but not limited to, delivery to Proposed Respondents’ Counsel as identified in this Consent Agreement – shall constitute service. Proposed Respondents waive any right they may have to any other manner of service. Proposed Respondents also waive any right they may otherwise have to service of any Appendices incorporated by reference into the Decision and Order that are in the possession of Proposed Respondents, and agree that they are bound to comply with and will comply with the Decision and Order to the same extent as if they had been served with copies of the Appendices.
11. The Complaint may be used in construing the terms of the Decision and Order, and no agreement, understanding, representation, or interpretation not contained in the Decision and Order or the Consent Agreement may be used to vary or contradict the terms of the Decision and Order.
12. Proposed Respondents have read the draft Complaint and the Decision and Order contemplated hereby. By signing this Consent Agreement, Proposed Respondents represent and warrant that:
  - a. None of the Respondents has made material changes in their usual and customary manner of conducting business (including, but not limited to, the length of Customer Contracts (as that term is defined in the proposed Decision and Order) or the adoption of policies or practices resulting in a substantial proportion of Customers Contracts expiring in the same month or quarter of each year in any one or more geographic areas) between April 27, 2011, and the date Respondents sign this Agreement Containing Consent Order;

- b. Respondent LoopNet has not sold, pledged, assigned, or reduced all or any part of its rights in or to the Xceligent Interest (as that term is defined in the proposed Decision and Order) between April 27, 2011, and the date Respondent LoopNet signs this Agreement Containing Consent Order;
  - c. They can accomplish the full relief contemplated by the attached Decision and Order;
  - d. All parents, subsidiaries, affiliates, and successors necessary to effectuate the full relief contemplated by this Consent Agreement and the attached Decision and Order are parties to this Consent Agreement and the attached Decision and Order and are bound thereby as if they had signed this Consent Agreement and were made parties to this proceeding and to the Decision and Order; and
  - e. They shall interpret each Divestiture Agreement under the Decision and Order in a manner that is fully consistent with all of the relevant provisions and the remedial purposes of the Decision and Order.
13. Proposed Respondents understand that once the Decision and Order has been issued, they will be required to file one or more compliance reports showing how they have complied and are complying with the Decision and Order.
14. Proposed Respondents agree to comply with the terms of the proposed Decision and Order from the date they sign this Consent Agreement. Proposed Respondents further understand that they may be liable for civil penalties and other relief, as provided by law, for each violation of the Decision and Order after it becomes final.

**CoStar Group, Inc.**

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Andrew C. Florance  
Chief Executive Officer  
CoStar Group, Inc.  
Dated: \_\_\_\_\_

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Kevin J. Arquit, Esq.  
Simpson Thacher & Bartlett LLP  
Counsel for CoStar Group, Inc.  
Dated: \_\_\_\_\_

**Lonestar Acquisition Sub, Inc.**

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Andrew C. Florance  
Chief Executive Office  
Lonestar Acquisition Sub, Inc.  
Dated: \_\_\_\_\_

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Kevin J. Arquit, Esq.  
Simpson Thacher & Bartlett LLP  
Counsel for Lonestar Acquisition Sub, Inc.  
Dated: \_\_\_\_\_

**Federal Trade Commission**

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Justin Stewart-Teitelbaum, Esq.  
Staff Attorney  
Bureau of Competition

**Approved:**

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Phillip L. Broyles, Esq.  
Assistant Director  
Bureau of Competition

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Norman Armstrong, Jr., Esq.  
Deputy Director  
Bureau of Competition  
Dated: \_\_\_\_\_

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Richard A. Feinstein, Esq.  
Director  
Bureau of Competition  
Dated: \_\_\_\_\_

**LoopNet, Inc.**

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Richard J. Boyle, Jr.  
Chief Executive Officer and Chairman  
LoopNet, Inc.  
Dated: \_\_\_\_\_

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Michael N. Sohn, Esq.  
Davis Polk & Wardwell LLP  
Counsel for LoopNet, Inc.  
Dated: \_\_\_\_\_