

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-K

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF
THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended December 31, 2009

Commission file number 0-24531

CoStar Group, Inc.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of incorporation or organization)

52-2091509

(I.R.S. Employer Identification No.)

2 Bethesda Metro Center, 10th Floor, Bethesda, Maryland 20814

(Address of principal executive offices) (zip code)

(301) 215-8300

Registrant's telephone number, including area code

Securities registered pursuant to Section 12(b) of the Act:

<u>Title of Each Class</u>	<u>Name of Each Exchange on Which Registered</u>
Common Stock, \$.01 par value	NASDAQ Global Select Market

Securities registered pursuant to Section 12(g) of the Act:

None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Exchange Act. Yes No

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements of the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that registrant was required to submit and post such files.) Yes No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Securities Exchange Act of 1934.

Large accelerated filer
Non-accelerated filer

Accelerated filer
Smaller reporting company

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

Based on the closing price of the common stock on June 30, 2009 on the Nasdaq Stock Market, Nasdaq Global Select Market, the aggregate market value of registrant's common stock held by non-affiliates of the registrant was approximately \$641 million.

As of February 19, 2010, there were 20,581,462 shares of the registrant's common stock outstanding.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the registrant's definitive proxy statement, which is expected to be filed with the Securities and Exchange Commission within 120 days after the end of the registrant's fiscal year ended December 31, 2009, are incorporated by reference into Part III of this Report.

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PART I

Item 1. Business

(In this report, the words “we,” “our,” “us,” “CoStar” or the “Company” refer to CoStar Group, Inc. and its direct and indirect subsidiaries. This report also refers to our websites, but information contained on those sites is not part of this report).

CoStar Group, Inc., a Delaware corporation, is the number one provider of information, marketing and analytic services to the commercial real estate industry in the United States (“U.S.”) and United Kingdom (“U.K.”) based on the fact that we offer the most comprehensive commercial real estate database available, have the largest research department in the industry, provide more information, marketing and analytic services than any of our competitors and believe we generate more revenues than any of our competitors. CoStar’s integrated suite of services offers customers online access to the most comprehensive database of commercial real estate information, which has been researched and verified by our team of researchers, currently covering the U.S., as well as London and other parts of the U.K. and parts of France. Prior to 2007, CoStar operated within one segment. Due to the increased size, complexity and funding requirements associated with our international expansion, in 2007 we began to manage our business geographically in two operating segments, with our primary areas of measurement and decision-making being the U.S. and International, which includes the U.K. and France.

Since our founding in 1987, CoStar’s strategy has been to provide commercial real estate professionals with critical knowledge to explore and complete transactions, by offering the most comprehensive, timely and standardized information on U.S. commercial real estate. As a result of our January 2003 acquisition of Focus Information Limited (now, CoStar U.K. Limited), June 2004 acquisition of Scottish Property Network, December 2006 acquisition of Grecom S.A.S., February 2007 acquisition of Property Investment Exchange Limited, and July 2009 acquisition of Property and Portfolio Research, Inc. (“PPR”) and its wholly owned U.K. subsidiary, Property and Portfolio Research Ltd. (“PPR UK”) we have extended our offering of comprehensive commercial real estate information to include London and other parts of the U.K. and parts of France. Information about CoStar’s revenues from, and long-lived assets located in, foreign countries is included in Notes 2 and 12 to our consolidated financial statements. CoStar’s revenues, net income, assets and liabilities, broken out by segment are set forth in Note 12 to our consolidated financial statements. Information about risks attendant to our foreign operations is included in “Item 7A. Quantitative and Qualitative Disclosures about Market Risk.”

We deliver our content to our U.S. customers primarily via an integrated suite of online service offerings that includes information about space available for lease, comparable sales information, tenant information, information about properties for sale, internet marketing services, property information for clients’ websites, information about industry professionals and their business relationships, analytic information, data integration, and industry news. We also provide market research and analysis for commercial real estate investors and lenders via our PPR service offerings. We have created and are continually improving a standardized information platform where the commercial real estate industry and related businesses can continuously interact and easily facilitate transactions due to the efficient exchange of accurate information we have supplied.

We have a number of assets that provide a unique foundation for our standardized platform, including the most comprehensive proprietary database in the industry; the largest research department in the industry; proprietary data collection, information management and quality control systems; a large in-house product development team; a broad suite of web-based information, marketing and analytic services; a large team of analysts and economists and a large base of clients. Our database has been developed and enhanced for more than 22 years by a research department that makes thousands of daily database updates. In addition to our internal efforts to grow the database, we have obtained and assimilated over 51 proprietary databases.

We intend to continue to grow our standardized platform of commercial real estate information, marketing and analytic services. In 2004, we began research for a 21-market U.S. expansion effort. By the end of the first quarter of 2006, we had successfully launched service in each of those 21 markets. In addition, following our acquisition of National Research Bureau in January 2005, we launched various research initiatives as part of our expansion into real estate information for retail properties. We launched the new retail component of our flagship product, CoStar Property Professional, in May 2006. In July 2006, we announced our intention to commence actively researching

commercial properties in approximately 81 new Core Based Statistical Areas (“CBSAs”) across the U.S. in an effort to expand the geographical coverage of our service offerings, including our new retail service. In the fourth quarter of 2007, we released our CoStar Property Professional service in the 81 new CBSAs across the U.S. In 2008, we released CoStar Showcase, an internet marketing service that provides commercial real estate professionals the opportunity to make their listings accessible to all visitors to our public website, www.CoStar.com.

During the second half of 2009, as part of our strategy for providing subscribers with tools for conducting primary research and analysis on commercial real estate, we expanded subscribers’ capabilities to use our database of research-verified commercial property information to conduct in-depth analysis and generate online reports of trends in sales and leasing activity. Furthermore, in July 2009, we added analytic and market forecasting services to our platform of research and marketing services with our acquisition of PPR and in October 2009 we acquired Resolve Technology, Inc., (“Resolve Technology”) adding business intelligence and portfolio management software used by institutional real estate investment companies.

We also intend to continue to grow and expand the coverage of our service offerings within our International segment. In December 2006, our U.K. subsidiary, CoStar Limited, acquired Grecam S.A.S., a provider of commercial property information and market-level surveys, studies and consulting services, located in Paris, France. In February 2007, CoStar Limited also acquired Property Investment Exchange Limited, a provider of commercial property information and operator of an online investment property exchange located in London, England. Our July 2009 acquisition of PPR and PPR UK also expanded the market research capabilities of our U.K. operations. CoStar intends to integrate its U.K. and French operations more fully with its U.S. operations and eventually to introduce a consistent international platform of service offerings. Further information about CoStar’s acquisitions is included in Note 3 to our consolidated financial statements.

We intend to introduce a consistent worldwide platform of service offerings. Following our acquisitions of PPR and Resolve Technology in 2009, we began integrating their respective product and service offerings with our own, including the services we have successfully integrated following our prior acquisitions. In 2007, we introduced the “CoStar Group” as the brand encompassing our worldwide operations. We believe that our recent U.S. and International expansion and integration efforts have created a platform for long-term growth.

Our subscription-based information services, consisting primarily of CoStar Property Professional, CoStar Tenant, CoStar COMPS Professional and FOCUS services, currently generate more than 95% of our total revenues. Our contracts for our subscription-based information services typically have a minimum term of one year and renew automatically. Upon renewal, subscription contract rates may increase in accordance with contract provisions or as a result of contract renegotiations. To encourage clients to use our services regularly, we generally charge a fixed monthly amount for our subscription-based services rather than fees based on actual system usage. Contract rates are based on the number of sites, number of users, organization size, the client’s business focus, geography and the number of services to which a client subscribes. Our subscription clients generally pay contract fees on a monthly basis, but in some cases may pay us on a quarterly or annual basis.

Industry Overview

The market for commercial real estate information and analysis is vast based on the variety, volume and value of transactions related to commercial real estate. Each transaction has multiple participants and multiple information requirements, and in order to facilitate transactions, industry participants must have extensive, accurate and current information and analysis. Members of the commercial real estate and related business community require daily access to current data such as space availability, properties for sale, rental rates, vacancy rates, tenant movements, sales comparables, supply, new construction, absorption rates and other important market developments to carry out their businesses effectively. Market research (including historical and forecast conditions) and applied analytics have also become instrumental to the success of commercial real estate industry participants operating in the current economic environment. There is a strong need for an efficient marketplace, where commercial real estate professionals can exchange information, evaluate opportunities using standardized data and interpretive analyses, and interact with each other on a continuous basis.

A large number of parties involved in the commercial real estate and related business community make use of the services we provide in order to obtain information they need to conduct their businesses, including:

- Sales and leasing brokers
- Property owners
- Property managers
- Design and construction professionals
- Real estate developers
- Real estate investment trust managers
- Government agencies
- Mortgage-backed security issuers
- Appraisers
- Pension fund managers
- Reporters
- Tenant vendors
- Investment bankers
- Commercial bankers
- Mortgage bankers
- Mortgage brokers
- Retailers
- Building services vendors
- Communications providers
- Insurance companies' managers
- Institutional advisors
- Investors and asset managers

The commercial real estate and related business community generally has operated in an inefficient marketplace because of the fragmented approach to gathering and exchanging information within the marketplace. Various organizations, including hundreds of brokerage firms, directory publishers and local research companies, collect data on specific markets and develop software to analyze the information they have independently gathered. This highly fragmented methodology has resulted in duplication of effort in the collection and analysis of information, excessive internal cost and the creation of non-standardized data containing varying degrees of accuracy and comprehensiveness, resulting in a formidable information gap.

The creation of a standardized information platform for commercial real estate requires an infrastructure including a standardized database, accurate and comprehensive research capabilities, experienced analysts, easy to use technology and intensive participant interaction. By combining its extensive database, over 975 researchers and outside contractors, experienced team of analysts and economists, technological expertise and broad customer base, we believe that we have created such a platform.

The U.S. and global economies have changed adversely over the past year or more, and the commercial real estate industry has been negatively impacted. The commercial real estate market has seen a reduction in property sales and leasing activity, lower absorption rates, climbing vacancy rates and decreases in rental rates and sales prices. The full extent of the impact of our current financial crisis is not yet clear. As our customers continue to look for ways to reduce spending, we may continue to see reduced demand for our information, marketing and analytic services. However, we believe that even in a weakened economy there is a continuing need for accurate, standardized commercial real estate information, marketing and analytic services. We believe that access to continuously researched and verified commercial real estate information becomes even more valuable in a down market, as industry players assess where market conditions are heading, how their businesses should adapt, determine what properties are worth, and try to market their properties, among other things. Moreover, outsourcing the labor-intensive task of conducting basic real estate research may result in cost savings for our clients.

CoStar's Comprehensive Database

CoStar has spent more than 22 years building and acquiring a database of commercial real estate information, which includes information on leasing, sales, comparable sales, tenants, and demand statistics, as well as digital images.

As of January 29, 2010, our database of real estate information covered the U.S., as well as London, England and other parts of the U.K. and parts of France, and contained:

- More than 1.4 million sale and lease listings;
- Approximately 3.7 million total properties;
- Approximately 10.5 billion square feet of sale and lease listings;
- Approximately 7.2 million tenants;
- Approximately 1.6 million sales transactions valued in the aggregate at approximately \$3.4 trillion; and
- More than 9.5 million digital attachments, including building photographs, aerial photographs, plat maps and floor plans.

This highly complex database is comprised of hundreds of data fields, tracking such categories as:

- Location
- Site and zoning information
- Building characteristics
- Space availability
- Tax assessments
- Ownership
- Sales and lease comparables
- Space requirements
- Number of retail stores
- Mortgage and deed information
- For-sale information
- Income and expense histories
- Tenant names
- Lease expirations
- Contact information
- Historical trends
- Demographic information
- Retail sales per square foot

CoStar Research

We have developed a sophisticated data collection organization utilizing a multi-faceted research process. In 2009, our full time researchers and contractors drove millions of miles, conducted hundreds of thousands of on-site building inspections, and conducted millions of interviews of brokers, owners and tenants.

Research Department. As of January 29, 2010, we have approximately 975 commercial real estate research professionals and outside contractors performing research. Our research professionals undergo an extensive training program so that we can maintain consistent research methods and processes throughout our research department. Our researchers collect and analyze commercial real estate information through millions of phone calls, e-mails, internet updates and faxes each year, in addition to field inspections, public records review, news monitoring and direct mail. Each researcher is responsible for maintaining the accuracy and reliability of database information. As part of their update process, researchers develop cooperative relationships with industry professionals that allow them to gather useful information. Because of the importance commercial real estate professionals place on our data and our prominent position in the industry, many of these professionals routinely take the initiative and proactively report available space and transactions to our researchers.

CoStar has an extensive field research effort that includes physical inspection of properties in order to research new markets, find additional inventory, photograph properties and verify existing information.

CoStar utilizes 146 high-tech field research vehicles in 39 states and the U.K. Of these vehicles, 99 are custom-designed energy efficient hybrid cars that are equipped with computers, proprietary Global Positioning System tracking software, high resolution digital cameras and handheld laser instruments to help precisely measure buildings, geo-code them and position them on digital maps. Some of our researchers also use custom-designed trucks with the same equipment as well as pneumatic masts that extend up to an elevation of twenty-five feet to allow for unobstructed building photographs from “birds-eye” views. Each CoStar vehicle uses wireless technology to track and transmit field data. A typical site inspection consists of photographing the building, measuring the building, geo-coding the building, capturing “For Sale” or “For Lease” sign information, counting parking spaces, assessing property condition and construction, and gathering tenant information. Certain researchers canvass properties, interviewing tenants suite by suite. In addition, many of our field researchers are photographers who take photographs of commercial real estate properties to add to CoStar’s database of digital images.

Data and Image Providers. We license a small portion of our data and images from public record providers and third party data sources. Licensing agreements with these entities provide for our use of a variety of commercial real estate information, including property ownership, tenant information, demographic information, maps and aerial photographs, all of which enhance various CoStar services. These license agreements generally grant us a non-exclusive license to use the data and images in the creation and supplementation of our information, marketing and analytic services and include what we believe are standard terms, such as a contract term ranging from one to five years, automatic renewal of the contract and fixed periodic license fees or a combination of fixed periodic license fees plus additional fees based upon our usage.

Management and Quality Control Systems. Our research processes include automated and non-automated controls to ensure the integrity of the data collection process. A large number of automated data quality tests check for potential errors, including occupancy date conflicts, available square footage greater than building area, typical floor space greater than land area and expired leases. We also monitor changes to critical fields of information to ensure all information is kept in compliance with our standard definitions and methodology. Our non-automated quality control procedures include:

- calling our information sources on recently updated properties to re-verify information;
- performing periodic research audits and field checks to determine if we correctly canvassed buildings;
- providing training and retraining to our research professionals to ensure accurate data compilation; and
- compiling measurable performance metrics for research teams and managers for feedback on data quality.

Finally, one of the most important and effective quality control measures we rely on is feedback provided by the commercial real estate professionals using our data every day.

Proprietary Technology

As of January 29, 2010, CoStar had a staff of 122 product development, database and network professionals. CoStar's information technology professionals focus on developing new services for our customers and delivering research automation tools that improve the quality of our data and increase the efficiency of our research analysts.

Our information technology team is responsible for developing and maintaining CoStar products, including CoStar Property Professional, CoStar COMPS, CoStar Tenant, CoStar Showcase, CoStar Commercial MLS, CoStar Connect, FOCUS, SPN, Shopproperty, PPR products and services, Resolve Portfolio Maximizer and Request. In 2007, to better support our retail customers, we added significant features to CoStar Property Professional including tenant proximity and demographic search capability, mapping layers, detailed retail tenant information and demographics. In 2008, CoStar released CoStar Showcase, an internet marketing service that provides commercial real estate professionals the opportunity to make their listings accessible to all visitors to our public website, www.CoStar.com.

Our information technology team is responsible for developing the infrastructure necessary to support CoStar's business processes, our comprehensive database of commercial real estate information, marketing and analytic services and our extensive image library. The team implements technologies and systems that introduce efficient workflows and controls that increase the production capacity of our research teams and improve the quality of our data. Over the years, the team has developed data collection and quality control mechanisms that we believe are unique to the commercial real estate industry. The team continues to develop and modify our enterprise information management system that integrates CoStar sales, research, field research, customer support and accounting information. We use this system to maintain our commercial real estate research information, manage contacts with the commercial real estate community, provide research workflow automation and conduct daily automated quality assurance checks. In addition, our information technology team has also developed fraud-detection technology to detect and prevent unauthorized access to our services.

Our information technology professionals also maintain the servers and network components necessary to support CoStar services and research systems. Our encrypted virtual private network provides remote researchers and salespeople secure access to CoStar applications and network resources. CoStar maintains a comprehensive data protection policy that provides for use of encrypted data fields and off-site storage of all system backups, among other protective measures. CoStar's services are continually monitored in an effort to ensure our customers fast and reliable access.

Services

Our suite of information, marketing and analytic services is branded and marketed to our customers. Our services are derived from a database of building-specific information and offer customers specialized tools for accessing, analyzing and using our information. Over time, we expect to enhance our existing information, marketing and analytic services and develop additional services that make use of our comprehensive database to meet the needs of our existing customers as well as potential new categories of customers.

Our various information, marketing and analytic services are described in detail in the following paragraphs as of January 29, 2010:

CoStar Property Professional[®] CoStar Property Professional, or “CoStar Property,” is the Company’s flagship service. It provides subscribers a comprehensive inventory of office, industrial, retail and multifamily properties and land in markets throughout the U.S., including for-lease and for-sale listings, historical data, building photographs, maps and floor plans. Commercial real estate professionals use CoStar Property to identify available space for lease, evaluate leasing and sale opportunities, value assets and position properties in the marketplace. Our clients also use CoStar Property to analyze market conditions by calculating current vacancy rates, absorption rates or average rental rates, and forecasting future trends based on user selected variables. CoStar Property provides subscribers with powerful map-based search capabilities as well as a user controlled, password protected extranet (or electronic “file cabinet”) where brokers may share space surveys and transaction-related documents online, in real time, with team members. When used together with CoStar Connect, CoStar Property enables subscribers to share space surveys and transaction-related documents with their clients, accessed through their corporate website. CoStar Property, along with all of CoStar’s other core information, marketing and analytic services, is delivered solely via the internet.

CoStar COMPS Professional[®] CoStar COMPS Professional, or “COMPS Professional,” provides comprehensive coverage of comparable sales information in the U.S. commercial real estate industry. It is the industry’s most comprehensive database of comparable sales transactions and is designed for professionals who need to research property comparables, identify market trends, expedite the appraisal process and support property valuations. COMPS Professional offers subscribers numerous fields of property information, access to support documents (e.g., deeds of trust) for new comparables, demographics and the ability to view for-sale properties alongside sold properties in three formats – plotted on a map, aerial image or in a table.

CoStar Tenant[®] CoStar Tenant is a detailed online business-to-business prospecting and analytical tool providing commercial real estate professionals with the most comprehensive commercial real estate-related U.S. tenant information available. CoStar Tenant profiles tenants occupying space in commercial buildings across the U.S. and provides updates on lease expirations - one of the service’s key features - as well as occupancy levels, growth rates and numerous other facts. Delivering this information via the internet allows users to target prospective clients quickly through a searchable database that identifies only those tenants meeting certain criteria.

CoStar Showcase[®] CoStar Showcase offers commercial real estate professionals a simple way to get their for-sale and for-lease listings in front of a broad internet audience who search on Google, Yahoo, Bing, Showcase.com and Costar.com to find commercial properties. When customers sign up for CoStar Showcase, their listings become accessible to visitors to Showcase.com and Costar.com, who can search those listings for free. To drive traffic to CoStar Showcase subscriber listings, CoStar invests in Google, Yahoo and Bing keyword based pay-per-click advertising to capture the high volume traffic of users actively searching for commercial properties on those search engines. As part of their CoStar Showcase subscription, subscribers also receive customized websites for each of their brokers that displays their bio, photo, contact information and updated listings that they can use to promote their services. CoStar Showcase can be purchased as a firm-wide annual subscription by firms who want all of their brokers to be able to access the service, or it can be purchased by individual brokers on a month-to-month basis. When individual brokers sign up for CoStar Showcase, they also receive access to CoStar Commercial MLS.

CoStar Property Express[®] CoStar Property Express provides access, via an annual subscription, to a “light” or scaled down version of CoStar Property. Commercial real estate professionals use CoStar Property Express to look up and search for-lease and for-sale listings in CoStar’s comprehensive national database. CoStar Property Express provides base building information, photos, floor plans, maps and a limited number of reports.

CoStar Listings Express[®] CoStar Listings Express provides access via an annual subscription to a listings only version of CoStar Property Express. Commercial real estate professionals use CoStar Listings Express to look up and search for lease and for sale listings in CoStar’s comprehensive national database. CoStar Listings Express provides base building information, photos, floor plans, maps and a limited number of reports on only properties that are either for lease or for sale. CoStar Listings Express does not provide information on fully leased properties, as found in CoStar Property Professional and CoStar Property Express.

CoStar COMPS Express[®] CoStar COMPS Express provides users with immediate, subscription free access with payment by credit card to the CoStar COMPS Professional system on a report-by-report basis. Subscribers also use this on-demand service to research comparable sales information outside of their subscription markets.

CoStar Connect[®] CoStar Connect allows commercial real estate firms to license CoStar's technology and information to market their U.S. property listings on their corporate websites. Customers enhance the quality and depth of their listing information through access to CoStar's database of content and digital images. The service automatically updates via the CoStar Property database and manages customers' online property information, providing comprehensive listings coverage and significantly reducing the expense of building and maintaining their websites' content and functionality.

CoStar Commercial MLS[®] CoStar Commercial MLS is the industry's most comprehensive collection of researched for sale listings. CoStar Commercial MLS draws upon CoStar's large database of digital images and includes office, industrial, multifamily and retail properties, as well as shopping centers and raw land. CoStar Commercial MLS represents an efficient means for sellers to market their properties to a large audience and for buyers to easily identify target properties.

CoStar Advertising[®] CoStar Advertising offers property owners a highly targeted and cost effective way to market a space for lease or a property for sale directly to the individuals looking for that type of space through interactive advertising. Our advertising model is based on varying levels of exposure, enabling the advertiser to target as narrowly or broadly as its budget permits. With the CoStar Advertising program, when the advertiser's listings appear in a results set, they receive priority positioning and are enhanced to stand out. The advertiser can also purchase exposure in additional submarkets, or the entire market area so that this ad will appear even when this listing would not be returned in a results set.

CoStar Professional Directory[®] CoStar Professional Directory, a service available exclusively to CoStar Property Professional subscribers, provides detailed contact information for approximately 1.3 million commercial real estate professionals, including specific information about an individual's current and prior activities such as completed transactions, current landlord representation assignments, sublet listings, major tenants and owners represented and local and national affiliations. Commercial real estate brokers can input their biographical information and credentials and upload their photo to create personal profiles. Subscribers use CoStar Professional Directory to network with their peers, identify and evaluate potential business partners, and maintain accurate mailing lists of other industry professionals for their direct mail marketing efforts.

CoStar Market Report[™] The CoStar Market Report provides in-depth current and historical analytical information covering office, industrial and retail properties across the U.S. Published quarterly, each market report includes details such as absorption rates, vacancy rates, rental rates, average sales prices, capitalization rates, existing inventory and current construction activity. This data is presented using standard definitions and calculations developed by CoStar, and offers real estate professionals critical and unbiased information necessary to make intelligent commercial real estate decisions. CoStar Market Reports are available to CoStar Property Professional subscribers at no additional charge.

Metropolis[™] The Metropolis service is a single interface that combines commercial real estate data from multiple information providers into a comprehensive resource. The Metropolis service allows a user to input a property address and then view detailed information on that property from multiple information providers, including CoStar services. This technology offers commercial real estate professionals a simple and convenient solution for integrating a wealth of third party information and proprietary data, and is currently available for the Southern California markets.

PPR[®] Our subsidiary PPR, and its U.K. subsidiary, PPR UK, offer products and services designed to meet the research needs of commercial real estate investors and lenders. PPR covers metropolitan areas throughout the United States, the U.K., Europe, and Asia, with offerings including historical and forecast market data and analysis by market and property type, and services including access to PPR's analysts, economists, and strategists to develop and deliver custom research solutions.

Resolve Portfolio Maximizer[®] Resolve Portfolio Maximizer is an industry leading real estate portfolio management software solution. Resolve Portfolio Maximizer allows users to model partnership structures, calculate waterfall distributions and fees, model and analyze debt obligations, and create multiple “what if” scenarios for alternative investment decisions.

Request[™] Request is the first business intelligence software solution built specifically for managing commercial real estate investments. Request helps users eliminate some of the difficulties of consolidating real estate investment data from disparate sources and facilitates standardization of information presentation and reporting across an organization. Request also provides a platform for users to develop business intelligence and reporting capabilities.

FOCUS[™] CoStar’s U.K. subsidiary, CoStar U.K. Limited, offers several services; its primary service is FOCUS. FOCUS is a digital online service offering information on the U.K. commercial real estate market. This service seamlessly links data on individual properties and companies across the U.K., including comparable sales, available space, requirements, tenants, lease deals, planning information, socio-economics and demographics, credit ratings, photos and maps.

SPN[™] SPN provides users online access to a comprehensive database of information for properties located in Scotland, including available space, comparable sales and lease deals.

Propex[™] Propex gives users access to the commercial property investment market. It is used by U.K. investment agencies and professional investors and is a secure online exchange through which investment deals may be introduced. It is a primary channel for the distribution of live transaction data and property research data in the U.K. investment market. Propex also provides private investors with a gateway into the commercial property investment market. It is a free-access listing website, which provides details of commercial property investments. It is used by U.K. agencies to sell investments suitable for the private investor.

Shopproperty.co.uk[™] Shopproperty is a listing database of available retail units across the U.K. on a free-access website. Shopproperty.co.uk is the only specialist listing website with fully licensed Goad street-trader plans.

Grecam[™] Our French subsidiary, Grecam S.A.S., provides commercial real estate information throughout the Paris region through its Observatoire Immobilier D’ Entreprise (“OIE”) service offering. The OIE service provides commercial property availability and transaction information to its subscribers through both an online service and market reports.

Clients

We draw clients from across the commercial real estate and related business community. Commercial real estate brokers have traditionally formed the largest portion of CoStar clients, however, we also provide services to owners, landlords, financial institutions, retailers, vendors, appraisers, investment banks, governmental agencies, and other parties involved in commercial real estate. The following chart lists U.S. and U.K. clients that are well known or have the highest annual subscription fees in each of the various categories, each as of January 29, 2010.

Brokers

CB Richard Ellis
CB Richard Ellis — U.K.
Colliers
Colliers Conrad Ritblat Erdman — U.K.
Cushman & Wakefield
Cushman & Wakefield — U.K.
Weichert Commercial Brokerage
Jones Lang LaSalle
Jones Lang LaSalle — U.K.
Grubb & Ellis
Gerald Eve — U.K.
Drivers Jonas — U.K.
Lambert Smith Hampton — U.K.
Charles Dunn Company, Inc.
Marcus & Millichap
Mohr Partners
Newmark & Company Real Estate
CRESA Partners
Studley
Coldwell Banker Commercial NRT
UGL Equis
FirstService Williams
Cassidy Turley BRE Commercial
Binswanger
Re/Max
Carter
USI Real Estate Brokerage Services
DAUM Commercial Real Estate Services
HFF
U.S. Equities Realty
Sperry Van Ness
DTZ — U.K.
Savillis Commercial — U.K.
NB Real Estate — U.K.
GVA Grimley — U.K.
Vail Williams — U.K.

REITs

Simon Property Group, Inc.
Brandywine Realty Trust
Brookfield Properties
Boston Properties
Liberty Property Trust
Kimco Realty Corporation
Vornado Realty Trust

Lenders, Investment Bankers

Deutsche Bank
Wells Fargo
JP Morgan Chase Bank
Key Bank
TD Bank
Citibank
AEGON USA Realty Advisors, Inc.
Capmark Financial Group, Inc.
East West Bank
Q10 Bonneville Mortgage Company

Owners, Developers

Hines
LNR Property Corp
Shorenstein Company, LLC
Tishman Speyer
Manulife Financial
Industrial Developments International (IDI)
Land Securities — U.K.

Retailers

Nationwide Insurance
In-N-Out Burger
Merle Norman Cosmetics, Inc.
Massage Envy
7-Eleven
Dollar General Corporation
Walgreens
Town Fair Tire
Rent-A-Center
Spencer Gifts LLC

Property Managers

Transwestern Commercial Services
Lincoln Property Company
PM Realty Group
Navisys Group
Osprey Management Company
Leggat McCall Properties
Asset Plus Corporation

Institutional Advisors, Asset Managers

BlackRock
Prudential
Prudential — U.K.
Metropolitan Life
ING Clarion Partners
Duke Realty Corporation
USAA Real Estate Company
NorthMarq Capital
AEW Capital Management LP
Progressive Casualty Insurance Co.

Appraisers, Accountants

Integra
Deloitte
Marvin F. Poer
KPMG
GE Capital
PGP Valuation
Thomson Reuters

Government Agencies

U.S. General Services Administration
County of Los Angeles
Internal Revenue Service
City of Chicago
Cook County Assessor's Office
U.S. Department of Housing and
Urban Development
Corporation of London — U.K.
Federal Reserve Bank of New York
Federal Deposit Insurance Corporation

Vendors

Turner Construction Company
Kastle Systems
Comcast Corporation
ADT Security
Cox Communications, Inc.
DirectTV
Verizon Communications, Inc.

For the years ended December 31, 2007, 2008 and 2009, no single client accounted for more than 5% of our revenues.

Sales and Marketing

As of January 29, 2010, we had 276 sales, marketing and customer support employees, with the majority of our direct sales force located in field sales offices. Our sales teams are primarily located in 25 field sales offices throughout the U.S. and in London, England; Manchester, England; Glasgow, Scotland and Paris, France. Our inside sales team is located in our Bethesda, Maryland office. This team prospects for new clients and performs service demonstrations exclusively by telephone and over the internet to support the direct sales force.

Our local offices typically serve as the platform for our in-market sales, customer support and field research operations for their respective regions. The sales force is responsible for selling to new prospects, training new and existing clients, providing ongoing customer support, renewing existing client contracts and identifying cross-selling opportunities. In addition, the sales force has primary front line responsibility for customer care.

Our sales strategy is to aggressively attract new clients, while providing ongoing incentives for existing clients to subscribe to additional services. We actively manage client accounts in order to retain clients by providing frequent service demonstrations as well as company-client contact and communication. We place a premium on training new and existing client personnel on the use of our services so as to promote maximum client utilization and satisfaction with our services. Our strategy also involves entering into multi-year, multi-market license agreements with our larger clients.

We seek to make our services essential to our clients' businesses. To encourage clients to use our services regularly, we generally charge a fixed monthly amount for our subscription-based services rather than fees based on actual system usage. Contract rates are generally based on the number of sites, number of users, organization size, the client's business focus, geography and the number of services to which a client subscribes. Our subscription clients generally pay contract fees on a monthly basis, but in some cases may pay us on a quarterly or annual basis. In addition, through CoStar COMPS Express, clients can access our database of commercial real estate information without a subscription on a pay per use basis.

Our customer service and support staff is charged with ensuring high client satisfaction by providing ongoing customer support.

Our primary marketing methods include: service demonstrations; face to face networking; web-based marketing; direct marketing; communication via our corporate website and news services; participation in trade show and industry events; print advertising in trade magazines and other business publications; client referrals; and CoStar Advisor™, the Company's newsletter, which is distributed to our clients and prospects. Web-based marketing and direct marketing are the most cost-effective means for us to find prospective clients. Our web-based marketing efforts include paid advertising with major search engines and commercial real estate news sites and our direct marketing efforts include direct mail, email and telemarketing, and make extensive use of our unique, proprietary database. Once we have identified a prospective client, our most effective sales method is a service demonstration. We use various forms of advertising to build brand identity and reinforce the value and benefits of our services. We also sponsor and attend local association activities and events, and attend and/or exhibit at industry trade shows and conferences to reinforce our relationships with our core user groups, including industry-leading events for commercial brokers and retail and financial services institutions.

In May 2008, we released CoStar Showcase®, an internet marketing service that provides commercial real estate professionals the opportunity to make their listings available to all visitors to our public websites, www.CoStar.com and Showcase.com, and allows each visitor to search those property listings for free. CoStar Showcase draws additional traffic to our website through searches on Google, Yahoo, and Bing. Commercial real estate listings are derived from our database and are researched and verified by CoStar researchers. CoStar Showcase subscribers need only designate their listings for inclusion in the free property search tool. In addition, CoStar Showcase customers who have not subscribed for our other services, serve as leads for additional cross-selling opportunities.

Competition

The market for information, marketing and analytic services generally is competitive and rapidly changing. In the commercial real estate industry, the principal competitive factors for commercial real estate information, marketing and analytic services and providers are:

- quality and depth of the underlying databases;
- ease of use, flexibility, and functionality of the software;
- timeliness of the data;
- breadth of geographic coverage and services offered;
- client service and support;
- perception that the service offered is the industry standard;
- price;
- effectiveness of marketing and sales efforts;
- proprietary nature of methodologies, databases and technical resources;
- vendor reputation;
- brand loyalty among customers; and
- capital resources.

We compete directly and indirectly for customers with the following categories of companies:

- online services or websites targeted to commercial real estate brokers, buyers and sellers of commercial real estate properties, insurance companies, mortgage brokers and lenders, such as LoopNet, Inc., Cityfeet.com, Inc., Reed Business Information Limited, officespace.com, MrOfficeSpace.com, TenantWise, Inc., WorkplaceIQ and RealPoint LLC;
- publishers and distributors of information, marketing and analytic services, including regional providers and national print publications, such as Black's Guide, CBRE Economic Advisors, Marshall & Swift, Yale Robbins, Inc., Reis, Inc., Real Capital Analytics, Inc. and The Smith Guide, Inc.;
- locally controlled real estate boards, exchanges or associations sponsoring property listing services and the companies with whom they partner, such as Xceligent, Catalyst, the National Association of Realtors, CCIM Institute, Society of Industrial and Office Realtors (SIOR) the Commercial Association of Realtors Data Services and the Association of Industrial Realtors (AIR);
- in-house research departments operated by commercial real estate brokers; and
- public record providers.

As the commercial real estate information, marketing and analytic services marketplace develops, additional competitors (including companies which could have greater access to data, financial, product development, technical, analytic or marketing resources than we do) may enter the market and competition may intensify. For example, the National Association of Realtors and Bloomberg L.P. have moved into the commercial real estate information business and intend to compete with us in the commercial real estate information space. Similarly, a company like Google, which has a far-reaching web presence and substantial data aggregation capabilities, could easily enter the commercial real estate marketing arena, something Google has already done with residential real estate. While we believe that we have successfully differentiated ourselves from existing competitors, competition could materially harm our business.

Proprietary Rights

To protect our proprietary rights in our methodologies, database, software, trademarks and other intellectual property, we depend upon a combination of:

- trade secret, copyright, trademark, database protection and other laws;
- nondisclosure, noncompetition and other contractual provisions with employees and consultants;
- license agreements with customers;
- patent protection; and
- technical measures.

We seek to protect our software's source code, our database and our photography as trade secrets and under copyright law. Although copyright registration is not a prerequisite for copyright protection, we have filed for copyright registration for many of our databases, photographs, software and other materials. Under current U.S. copyright law, the arrangement and selection of data may be protected, but the actual data itself may not be. In addition, with respect to our U.K. databases, certain database protection laws provide additional protections of these databases. We license our services under license agreements that grant our clients non-exclusive, non-transferable licenses. These agreements restrict the disclosure and use of our information and prohibit the unauthorized reproduction or transfer of the information, marketing and analytic services we license.

We also attempt to protect the secrecy of our proprietary database, our trade secrets and our proprietary information through confidentiality and noncompetition agreements with our employees and consultants. Our services also include technical measures designed to discourage and detect unauthorized copying of our intellectual property. We have established an internal antipiracy team that uses fraud-detection technology to continually monitor our services to detect and prevent unauthorized access, and we actively prosecute individuals and firms that engage in this unlawful activity.

We have filed trademark applications to register trademarks for a variety of names for CoStar services and other marks, and have obtained registered trademarks for a variety of our marks, including "CoStar," "COMPS," "CoStar Property," "CoStar Tenant," "CoStar Showcase" and "CoStar Group." Depending upon the jurisdiction, trademarks are generally valid as long as they are in use and/or their registrations are properly maintained and they have not been found to become generic. We consider our trademarks in the aggregate to constitute a valuable asset. In addition, we have filed several patent applications covering certain of our methodologies and software and currently have one patent in the U.K. which expires in 2021 covering, among other things, certain of our field research methodologies, and six patents in the U.S. which expire in 2020, 2021, 2022, 2023 (2 patents) and 2025, covering, among other things, critical elements of CoStar's proprietary field research technology and mapping tools. We regard the rights under our patents as valuable to our business but do not believe that our business is materially dependent on any single patent.

Employees

As of January 29, 2010, we employed 1,438 employees. None of our employees are represented by a labor union. We have experienced no work stoppages. We believe that our employee relations are excellent.

Available Information

Our investor relations internet website is <http://www.costar.com/investors.aspx>. The reports we file with or furnish to the Securities and Exchange Commission, including our annual report, quarterly reports and current reports, are available free of charge on our internet website as soon as reasonably practicable after we electronically file such material with, or furnish it to, the Securities and Exchange Commission. You may review and copy any of the information we file with the Securities and Exchange Commission at the Commission's Public Reference Room at 100 F Street, NE, Washington, DC 20549. You may obtain information regarding the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330. The Securities and Exchange Commission maintains an internet site that contains reports, proxy and information statements, and other information regarding issuers that file electronically with the Commission at <http://www.sec.gov>.

Item 1A. Risk Factors

Cautionary Statement Concerning Forward-Looking Statements

We have made forward-looking statements in this Report and make forward-looking statements in our press releases and conference calls that are subject to risks and uncertainties. Forward-looking statements include information that is not purely historic fact and include, without limitation, statements concerning our financial outlook for 2010 and beyond, our possible or assumed future results of operations generally, and other statements and information regarding assumptions about our revenues, EBITDA, fully diluted net income, taxable income, cash flow from operating activities, available cash, operating costs, amortization expense, intangible asset recovery, net income per share, diluted net income per share, weighted-average outstanding shares, capital and other expenditures, effective tax rate, equity compensation charges, future taxable income, purchase amortization, financing plans, geographic expansion, acquisitions, contract renewal rate, capital structure, contractual obligations, legal proceedings and claims, our database, database growth, services and facilities, employee relations, future economic performance, our ability to liquidate or realize our long-term investments, management's plans, goals and objectives for future operations, and growth and markets for our stock. Sections of this Report which contain forward-looking statements include "Business," "Risk Factors," "Properties," "Legal Proceedings," "Management's Discussion and Analysis of Financial Condition and Results of Operations," "Quantitative and Qualitative Disclosures About Market Risk," "Controls and Procedures" and the Financial Statements and related Notes.

Our forward-looking statements are also identified by words such as "believes," "expects," "thinks," "anticipates," "intends," "estimates" or similar expressions. You should understand that these forward-looking statements are estimates reflecting our judgment, beliefs and expectations, not guarantees of future performance. They are subject to a number of assumptions, risks and uncertainties that could cause actual results to differ materially from those expressed or implied in the forward-looking statements. The following important factors, in addition to those discussed or referred to under the heading "Risk Factors," and other unforeseen events or circumstances, could affect our future results and could cause those results or other outcomes to differ materially from those expressed or implied in our forward-looking statements: general economic conditions; commercial real estate market conditions; changes or consolidations within the commercial real estate industry; customer retention; our ability to attract new clients; our ability to sell additional services to existing clients; competition; foreign currency fluctuations; our ability to identify, acquire and integrate acquisition candidates; our ability to obtain any required financing on favorable terms; global credit market conditions affecting investments; our ability to integrate our U.S. and international product offerings; our ability to continue to expand successfully; our ability to effectively penetrate the market for retail real estate information and gain acceptance in that market; our ability to control costs; litigation; changes in accounting policies or practices; release of new and upgraded services by us or our competitors; data quality; development of our sales force; employee retention; technical problems with our services; managerial execution; changes in relationships with real estate brokers and other strategic partners; legal and regulatory issues; and successful adoption of and training on our services.

Accordingly, you should not place undue reliance on forward-looking statements, which speak only as of, and are based on information available to us on, the date of this Report. All subsequent written and oral forward-looking statements attributable to us or any person acting on our behalf are expressly qualified in their entirety by the cautionary statements contained or referred to in this section. We do not undertake any obligation to update any such statements or release publicly any revisions to these forward-looking statements to reflect events or circumstances after the date of this Report or to reflect the occurrence of unanticipated events.

Risk Factors

A continuing decline or consolidation in the commercial real estate industry may decrease customer demand for our services. A continuing decline in the commercial real estate industry's leasing activity, rental rates and absorption rates or a sustained downturn in the commercial real estate market's for sale activity may continue to hamper our ability to generate revenues and may lead to more cancellations by our current or future customers, either of which could cause our revenues to decline and reduce our profitability. A depressed commercial real estate market has a negative impact on our core customer base, which could decrease demand for our information, marketing and analytic services. Also, companies in this industry are consolidating, often in order to reduce expenses. Consolidation, or other cost-cutting measures by our customers, may lead to more cancellations of our information, marketing and analytic services by our customers, reduce the number of our existing clients, reduce the size of our target market or increase our clients' bargaining power, all of which could cause our revenues to decline and reduce our profitability.

Negative general economic conditions could increase our expenses and reduce our revenues. Our business and the commercial real estate industry are particularly affected by negative trends in the general economy. The success of our business depends on a number of factors relating to general global, national, regional and local economic conditions, including perceived and actual economic conditions, recessions, inflation, deflation, exchange rates, interest rates, taxation policies, availability of credit, employment levels, and wage and salary levels. Negative general economic conditions could continue to adversely affect our business by reducing our revenues and profitability. Further, continuing bank failures and freezing of the credit markets generally, other adverse national and global economic events, as well as any significant terrorist attack, are likely to have a further dampening effect on the economy in general, which could negatively affect our financial performance and our stock price. Market disruptions may also contribute to extreme price and volume fluctuations in the stock market that may affect our stock price for reasons unrelated to our operating performance. In addition, a significant increase in inflation could increase our expenses more rapidly than expected, the effect of which may not be offset by corresponding increases in revenue. Conversely, deflation resulting in a decline of prices could reduce our revenues. In the current economic environment, it is difficult to predict whether we will experience significant inflation or deflation in the near future. A significant increase in either could have an adverse effect on our results of operations. As a result of the negative economic conditions that have persisted for more than a year, we have seen increased customer cancellations, reductions of services and failures to timely pay amounts due to us. If we continue to experience greater cancellations and more reductions of services and failures to timely pay and we do not acquire new clients or sell new services to our existing clients, our revenues may decline and our financial position would be adversely affected.

Our revenues and financial position will be adversely affected if we are not able to attract and retain clients. Our success and revenues depend on attracting and retaining subscribers to our information, marketing and analytic services. Our subscription-based information, marketing and analytic services generate the largest portion of our revenues. However, we may be unable to attract new clients, and our existing clients may decide not to add, not to renew or to cancel subscription services. In addition, in order to increase our revenue, we must continue to attract new customers, continue to keep our cancellation rate low and continue to sell new services to our existing customers. We may not be able to continue to grow our customer base, keep the cancellation rate for customers and services low or sell new services to existing customers as a result of several factors, including without limitation: economic pressures, a decision that customers have no need for our services; a decision to use alternative services; customers' and potential customers' pricing and budgetary constraints; consolidation in the real estate and/or financial services industries; data quality; technical problems; or competitive pressures. If clients decide to cancel services or not to renew their subscription agreements, and we do not sell new services to our existing clients or attract new clients, then our renewal rate, and revenues may decline.

If we are unable to hire qualified persons for, or retain and continue to develop, our sales force, or if our sales force is unproductive, our revenues could be adversely affected. In order to support revenues and future revenue growth, we need to continue to develop, train and retain our sales force. Our ability to build and develop a strong sales force may be affected by a number of factors, including: our ability to attract, integrate and motivate sales personnel; our ability to effectively train our sales force; the ability of our sales force to sell an increased number of services; our ability to manage effectively an outbound telesales group; the length of time it takes new sales personnel to become productive; the competition we face from other companies in hiring and retaining sales personnel; and our ability to effectively manage a multi-location sales organization. If we are unable to hire qualified sales personnel and develop and retain the members of our sales force, including sales force management, or if our sales force is unproductive, our revenues or growth rate could decline and our expenses could increase.

If we are unable to increase our revenues or our operating costs are higher than expected, our profitability may continue to decline and our operating results may fluctuate significantly. We may not be able to accurately forecast our revenues or future revenue growth rate. Many of our expenses, particularly personnel costs and occupancy costs, are relatively fixed. As a result, we may not be able to adjust spending quickly enough to offset any unexpected increase in expenses or revenue shortfall. We may experience higher than expected operating costs, including increased personnel costs, occupancy costs, selling and marketing costs, investments in geographic

expansion, acquisition costs, communications costs, travel costs, software development costs, professional fees and other costs. If operating costs exceed our expectations and cannot be adjusted accordingly, our profitability may be reduced and our results of operations and financial position will be adversely affected. In 2009, we were unable to sustain our historic revenue growth rates, and in fact, our annual revenues declined in 2009 compared to 2008. We may not be able to return to our historic revenue growth rates and our revenues may continue to decline. Our ability to increase our revenues and operating profit will depend on increased demand for our services. Our sales are affected by, among other things, general economic and commercial real estate conditions. Reduced demand, whether due to changes in customer preference, a further weakening of the U.S. or global economy, competition or other reasons, may result in decreased revenue and growth, adversely affecting our operating results.

Competition could render our services uncompetitive. The market for information systems and services in general is highly competitive and rapidly changing. Competition in this market may increase further as a result of current recessionary economic conditions, as customer bases and customer spending decrease and service providers are competing for fewer customer resources. Our existing competitors, or future competitors, may have greater name recognition, larger customer bases, better technology or data, lower prices, easier access to data, greater user traffic or greater financial, technical or marketing resources than we have. Our competitors may be able to undertake more effective marketing campaigns, obtain more data, adopt more aggressive pricing policies, make more attractive offers to potential employees, subscribers, distribution partners and content providers or may be able to respond more quickly to new or emerging technologies or changes in user requirements. If we are unable to retain customers or obtain new customers, our revenues could decline. Increased competition could result in lower revenues and higher expenses, which would reduce our profitability.

Litigation or government investigations in which we become involved may significantly increase our expenses and adversely affect our stock price. Currently and from time to time, we are a party to various lawsuits. Any lawsuits, threatened lawsuits or government investigations in which we are involved could cost us a significant amount of time and money to defend, could distract management's attention away from operating our business, could result in negative publicity, and could adversely affect our stock price. In addition, if any claims are determined against us or if a settlement requires us to pay a large monetary amount or take other action that materially restricts or impedes our operations, our profitability could be significantly reduced and our financial position could be adversely affected. We cannot make assurances that we will have any or sufficient insurance to cover any litigation claims.

Fluctuating foreign currencies may negatively impact our business, results of operations and financial position. Due to our acquisitions of CoStar U.K. Limited (formerly FOCUS Information Limited), SPN, Grecam S.A.S., Propex, and Property and Portfolio Research Ltd. a portion of our business is denominated in the British Pound and Euro and as a result, fluctuations in foreign currencies may have an impact on our business, results of operations and financial position. Foreign currency exchange rates have fluctuated and may continue to fluctuate. Significant foreign currency exchange rate fluctuations may negatively impact our international revenue, which in turn affects our consolidated revenue. Currencies may be affected by internal factors, general economic conditions and external developments in other countries, all of which can have an adverse impact on a country's currency. Currently, we are not party to any hedging transactions intended to reduce our exposure to exchange rate fluctuations. We may seek to enter into hedging transactions in the future, but we may be unable to enter into these transactions successfully, on acceptable terms or at all. We cannot predict whether we will incur foreign exchange losses in the future. Further, significant foreign exchange fluctuations resulting in a decline in the British Pound or Euro may decrease the value of our foreign assets, as well as decrease our revenues and earnings from our foreign subsidiaries, which would reduce our profitability and adversely affect our financial position.

We may be subject to legal liability for collecting, displaying or distributing information. Because the content in our database is collected from various sources and distributed to others, we may be subject to claims for breach of contract, defamation, negligence, unfair competition or copyright or trademark infringement or claims based on other theories. We could also be subject to claims based upon the content that is accessible from our website through links to other websites or information on our website supplied by third parties. Even if these claims do not result in liability to us, we could incur significant costs in investigating and defending against any claims. Our potential liability for information distributed by us to others could require us to implement measures to reduce our exposure to such liability, which may require us to expend substantial resources and limit the attractiveness of our information, marketing and analytic services to users.

An impairment in carrying value of goodwill could negatively impact our consolidated results of operations and net worth. Goodwill and identifiable intangible assets not subject to amortization are tested annually by each reporting unit on October 1st of each year for impairment and are tested for impairment more frequently based upon the existence of one or more indicators. We consider our operating segments, U.S. and International, as our reporting units under Financial Accounting Standards Board (“FASB”) authoritative guidance for consideration of potential impairment of goodwill. We assess the impairment of long-lived assets, identifiable intangibles and goodwill whenever events or changes in circumstances indicate that the carrying value may not be recoverable. The existence of one or more of the following indicators could cause us to test for impairment prior to the annual assessment.

- Significant underperformance relative to historical or projected future operating results;
- Significant changes in the manner of our use of acquired assets or the strategy for our overall business;
- Significant negative industry or economic trends; or
- Significant decline in our market capitalization relative to net book value for a sustained period.

These types of events or indicators and the resulting impairment analysis could result in goodwill impairment charges in the future, which would reduce our profitability. Impairment charges could negatively affect our financial results in the periods of such charges, which may reduce our profitability. As of December 31, 2009, we had \$80.3 million of goodwill, \$55.2 million in our U.S. segment and \$25.1 million in our International segment.

Our stock price may be negatively affected by fluctuations in our financial results. Our operating results, revenues and expenses may fluctuate as a result of changes in general economic conditions and also for many other reasons, many of which are outside of our control, such as: cancellations or non-renewals of our services; competition; our ability to control expenses; loss of clients or revenues; technical problems with our services; changes or consolidation in the real estate industry; our investments in geographic expansion and to increase coverage in existing markets; interest rate fluctuations; the timing and success of new service introductions and enhancements; successful execution of our expansion plans; data quality; the development of our sales force; managerial execution; employee retention; foreign currency and exchange rate fluctuations; inflation; successful adoption of and training on our services; litigation; acquisitions of other companies or assets; sales, brand enhancement and marketing promotional activities; client support activities; changes in client budgets; or our investments in other corporate resources. In addition, changes in accounting policies or practices may affect our level of net income. Fluctuations in our financial results, revenues and expenses may cause the market price of our common stock to decline.

Market volatility may have an adverse effect on our stock price. The trading price of our common stock has fluctuated widely in the past, and we expect that it will continue to fluctuate in the future. The price could fluctuate widely based on numerous factors, including: economic factors; quarter-to-quarter variations in our operating results; changes in analysts’ estimates of our earnings; announcements by us or our competitors of technological innovations or new services; general conditions in the commercial real estate industry; developments or disputes concerning copyrights or proprietary rights or other legal proceedings; and regulatory developments. In addition, in recent years, the stock market in general, and the shares of internet-related and other technology companies in particular, have experienced extreme price fluctuations. This volatility has had a substantial effect on the market prices of securities issued by many companies for reasons unrelated to the operating performance of the specific companies and may have the same effect on the market price of our common stock.

Negative conditions in the global credit markets may affect the liquidity of a portion of our long-term investments. Currently, our long-term investments include mostly AAA rated auction rate securities (“ARS”), which are primarily student loan securities supported by guarantees from the Federal Family Education Loan Program (“FFELP”) of the U.S. Department of Education. Continuing negative conditions in the global credit markets have prevented some investors from liquidating their holdings of auction rate securities because the amount of securities submitted for sale has exceeded the amount of purchase orders for such securities. As of December 31, 2009, we held \$32.8 million par value of ARS, all of which failed to settle at auctions. When an auction fails for ARS in which we have invested, we may be unable to liquidate some or all of these securities at par. In the event we need or desire to immediately access these funds, we will not be able to do so until a future auction on these investments is successful, a buyer is found outside the auction process or an alternative action is determined. If a buyer is found but is unwilling to purchase the investments at par, we may incur a loss, which would reduce our profitability and adversely affect our financial position.

Our ARS investments are not currently trading and therefore do not currently have a readily determinable market value. Accordingly, the estimated fair value of the ARS no longer approximates par value. We have used a discounted cash flow model to determine the estimated fair value of our investment in ARS as of December 31, 2009. The assumptions used in preparing the discounted cash flow model include estimates for interest rates, credit spreads, timing and amount of cash flows, liquidity risk premiums, expected holding periods and default risk of the ARS. Based on this assessment of fair value, as of December 31, 2009, we determined there was a decline in the fair value of our ARS investments of approximately \$3.0 million. The decline was deemed to be a temporary impairment and recorded as an unrealized loss in accumulated other comprehensive loss in stockholders' equity. If the issuers of these ARS are unable to successfully close future auctions and their credit ratings deteriorate, we may be required to record additional unrealized losses in accumulated other comprehensive loss or an other-than-temporary impairment charge to earnings on these investments, which would reduce our profitability and adversely affect our financial position.

International operations expose us to additional business risks, which may reduce our profitability. Our international operations and expansion subject us to additional business risks, including: currency exchange rate fluctuations; adapting to the differing business practices and laws in foreign countries; difficulties in managing foreign operations; limited protection for intellectual property rights in some countries; difficulty in collecting accounts receivable and longer collection periods; costs of enforcing contractual obligations; impact of recessions in economies outside the U.S.; and potentially adverse tax consequences. In addition, international expansion imposes additional burdens on our executive and administrative personnel, systems development, research and sales departments, and general managerial resources. If we are not able to manage our international operations successfully, we may incur higher expenses and our profitability may be reduced. Finally, the investment required for additional international expansion could exceed the profit generated from such expansion, which would reduce our profitability and adversely affect our financial position.

Our expansion into the commercial real estate analytics sector may not be successful or may not result in increased revenues, which may negatively impact our business, results of operations and financial position. Expanding into the commercial real estate market research and forecasting arena imposes additional burdens on our research, systems development, sales, marketing and general management resources. During 2010, we expect to continue to expand our presence in the commercial real estate analytics sector. If we are unable to manage this expansion effectively or if our costs for this effort exceed our expectations, our financial position could be adversely affected. In addition, if we incur additional costs to expand our analytics services and we are not successful in marketing or selling these expanded services, our expansion may have a material adverse effect on our financial position by increasing our expenses without increasing our revenues, adversely affecting our profitability.

If we are unable to enforce or defend our ownership and use of intellectual property, our business, competitive position and operating results could be harmed. The success of our business depends in large part on the intellectual property involved in our methodologies, database, services and software. We rely on a combination of trade secret, patent, copyright and other laws, nondisclosure and noncompetition provisions, license agreements and other contractual provisions and technical measures to protect our intellectual property rights. However, current law may not provide for adequate protection of our databases and the actual data. In addition, legal standards relating to the validity, enforceability and scope of protection of proprietary rights in internet related businesses are uncertain and evolving, and we cannot assure you of the future viability or value of any of our proprietary rights. Our business could be significantly harmed if we are not able to protect our content and our other intellectual property. The same would be true if a court found that our services infringe other persons' intellectual property rights. Any intellectual property lawsuits or threatened lawsuits in which we are involved, either as a plaintiff or as a defendant, could cost us a significant amount of time and money and distract management's attention from operating our business. In addition, if we do not prevail on any intellectual property claims, this could result in a change to our methodology or information, marketing and analytic services and could reduce our profitability.

Our current or future geographic expansion plans may not result in increased revenues, which may negatively impact our business, results of operations and financial position. Expanding into new markets and investing resources towards increasing the depth of our coverage within existing markets imposes additional burdens on our research, systems development, sales, marketing and general managerial resources. During 2010, we plan to continue to increase the depth of our coverage in the U.S. and U.K. If we are unable to manage our expansion efforts effectively, if our expansion efforts take longer than planned or if our costs for these efforts exceed our expectations, our financial position could be adversely affected. In addition, if we incur significant costs to improve data quality within existing markets, or are not successful in marketing and selling our services in these markets or in new markets, our expansion may have a material adverse effect on our financial position by increasing our expenses without increasing our revenues, adversely affecting our profitability.

We may not be able to successfully introduce new or upgraded information, marketing and analytic services, which could decrease our revenues and our profitability. Our future business and financial success will depend on our ability to continue to introduce new and upgraded services into the marketplace. To be successful, we must adapt to rapid technological changes by continually enhancing our information, marketing and analytic services. Developing new services and upgrades to services imposes heavy burdens on our systems department, management and researchers. This process is costly, and we cannot assure you that we will be able to successfully develop and enhance our services. In addition, successfully launching and selling a new service puts pressure on our sales and marketing resources. If we are unable to develop new or upgraded services, then our customers may choose a competitive service over ours and our revenues may decline and our profitability may be reduced. In addition, if we incur significant costs in developing new or upgraded services, are not successful in marketing and selling these new services or upgrades, or our customers fail to accept these new services, it could have a material adverse effect on our results of operations by decreasing our revenues and reducing our profitability.

Our continuing expansion into the retail real estate sector may not be completed successfully or may not result in increased revenues, which may negatively impact our business, results of operations and financial position. Expanding into the retail real estate sector imposed and continues to impose additional burdens on our research, systems development, sales, marketing and general managerial resources. During the next year, we expect to continue to expand the number of retail properties contained within our database. If we are unable to manage this expansion effectively, if this expansion effort takes longer than planned or if our costs for this effort exceed our expectations, our financial position could be adversely affected. In addition, if we incur significant costs to expand our retail sector services and we are not successful in marketing and selling these expanded services, or customers fail to accept these new services, our expansion may have a material adverse effect on our financial position by increasing our expenses without increasing our revenues, adversely affecting our profitability.

Technical problems that affect either our customers' ability to access our services, or the software, internal applications and systems underlying our services, could lead to reduced demand for our information, marketing and analytic services, lower revenues and increased costs. Our business increasingly depends upon the satisfactory performance, reliability and availability of our website, the internet and our service providers. Problems with our website, the internet or the services provided by our local exchange carriers or internet service providers could result in slower connections for our customers or interfere with our customers' access to our information, marketing and analytic services. If we experience technical problems in distributing our services, we could experience reduced demand for our information, marketing and analytic services. In addition, the software, internal applications and systems underlying our services are complex and may not be efficient or error-free. Our careful development and testing may not be sufficient to ensure that we will not encounter technical problems when we attempt to enhance our software, internal applications and systems. Any inefficiencies, errors or technical problems with our software, internal applications and systems could reduce the quality of our services or interfere with our customers' access to our information, marketing and analytic services, which could reduce the demand for our services, lower our revenues and increase our costs.

If we are not able to obtain and maintain accurate, comprehensive or reliable data, we could experience reduced demand for our information, marketing and analytic services. Our success depends on our clients' confidence in the comprehensiveness, accuracy and reliability of the data and analysis we provide. The task of establishing and maintaining accurate and reliable data and analysis is challenging. If our data, including the data we obtain from third parties, or analysis is not current, accurate, comprehensive or reliable, we could experience reduced demand for our services or legal claims by our customers, which could result in lower revenues and higher expenses. Our U.S. researchers use integrated internal research processes to update our database. Any inefficiencies, errors, or technical problems with this application could reduce the quality of our data, which could result in reduced demand for our services, lower revenues and higher costs.

If we are not able to successfully identify, finance and/or integrate acquisitions, our business operations and financial position could be adversely affected. We have expanded our markets and services in part through acquisitions of complementary businesses, services, databases and technologies, and expect to continue to do so in the future. Our strategy to acquire complementary companies or assets depends on our ability to identify, and the availability of, suitable acquisition candidates. In addition, acquisitions involve numerous risks, including managing the integration of personnel and products; including those of PPR and Resolve Technology; managing geographically remote operations, such as SPN in Scotland, Grecam S.A.S. in France, CoStar U.K. Limited, Propex and Property and Portfolio Research Ltd. in the U.K.; the diversion of management's attention from other business concerns; the inherent risks in entering markets and sectors in which we have either limited or no direct experience; and the potential loss of key employees or clients of the acquired companies. We may not successfully integrate any acquired businesses or assets and may not achieve anticipated benefits of any acquisition. Acquisitions could result in dilutive issuances of equity securities, the incurrence of debt, one-time write-offs of goodwill and substantial amortization expenses of other intangible assets. Obtaining credit in the current economic environment may be difficult and cost prohibitive. We may be unable to obtain financing on favorable terms, or at all, if necessary to finance future acquisitions making it impossible or more costly to acquire complementary businesses. If we are able to obtain financing, the terms may be onerous and restrict our operations.

Temporary or permanent outages of our computers, software or telecommunications equipment could lead to reduced demand for our information, marketing and analytic services, lower revenues and increased costs. Our operations depend on our ability to protect our database, computers and software, telecommunications equipment and facilities against damage from potential dangers such as fire, power loss, security breaches, computer viruses and telecommunications failures. Any temporary or permanent loss of one or more of these systems or facilities from an accident, equipment malfunction or some other cause could harm our business. If we experience a failure that prevents us from delivering our information, marketing and analytic services to clients, we could experience reduced demand for our information, marketing and analytic services, lower revenues and increased costs.

Changes in accounting and reporting policies or practices may affect our financial results or presentation of results, which may affect our stock price. Changes in accounting and reporting policies or practices could reduce our net income, which reductions may be independent of changes in our operations. These reductions in reported net income could cause our stock price to decline. For example, in 2006, we adopted authoritative guidance for stock compensation, which required us to expense the value of granted stock options.

Our business depends on retaining and attracting highly capable management and operating personnel. Our success depends in large part on our ability to retain and attract management and operating personnel, including our President and Chief Executive Officer, Andrew Florance, and our other officers and key employees. Our business requires highly skilled technical, sales, management, web development, marketing and research personnel, who are in high demand and are often subject to competing offers. To retain and attract key personnel, we use various measures, including employment agreements, awards under a stock incentive plan and incentive bonuses for key executive officers. These measures may not be enough to retain and attract the personnel we need or to offset the impact on our business of the loss of the services of Mr. Florance or other key officers or employees.

Item 1B. Unresolved Staff Comments

None.

Item 2. Properties

Our corporate headquarters currently is located in Bethesda, Maryland, where we occupy approximately 60,000 square feet of office space. This facility is used primarily by our U.S. segment. Our main lease for our Bethesda, Maryland headquarters expires on October 15, 2010.

In February 2010, we purchased a 169,429 square-foot LEED Gold certified office building located at 1331 L Street, NW in downtown Washington, D.C. together with the tenancy in the underlying ground lease for the property. This facility will be used primarily by our U.S. segment. We intend to begin relocating our Bethesda-based employees and infrastructure to our new building starting in the second quarter of 2010. We currently expect to complete our relocation by October 2010 and allow the lease for our Bethesda property to expire.

Our principal facility in the U.K. is located in London, England, where we occupy approximately 11,000 square feet of office space. Our lease for this facility has a maximum term ending October 20, 2018, with early termination at our option on October 18, 2013, with advance notice. This facility is used primarily by our International segment.

In addition to our Bethesda, Maryland, Washington, D.C. and London, England facilities, our research operations are principally run out of leased spaces in San Diego, California; Columbia, Maryland; White Marsh, Maryland; Glasgow, Scotland; and Paris, France. Additionally, we lease office space in a variety of other metropolitan areas, which generally house our field sales offices. These locations include, without limitation, the following: New York; Los Angeles; Chicago; San Francisco; Boston; Manchester, England; Orange County, California; Philadelphia; Houston; Atlanta; Phoenix; Detroit; Pittsburgh; Iselin, New Jersey; Fort Lauderdale; Denver; Dallas; Kansas City; Cleveland; Cincinnati; Indianapolis; Austin; Salt Lake City; Seattle; and St. Louis.

We believe these facilities are suitable and appropriately support our business needs.

Item 3. Legal Proceedings

Currently, and from time to time, we are involved in litigation incidental to the conduct of our business. We are not a party to any lawsuit or proceeding that, in the opinion of our management based on consultations with legal counsel, is likely to have a material adverse effect on our financial position or results of operations.

Item 4. Submission of Matters to a Vote of Security Holders

We did not submit any matters to a vote of our security holders during the quarter ended December 31, 2009.

Item 5. Market for the Registrant's Common Stock, Related Stockholder Matters and Issuer Purchases of Equity Securities

Price Range of Common Stock. Our common stock is traded on the Nasdaq Global Select Market under the symbol "CSGP." The following table sets forth, for the periods indicated, the high and low daily closing prices per share of our common stock, as reported by the Nasdaq Global Select Market.

	<u>High</u>	<u>Low</u>
Year Ended December 31, 2008		
First Quarter	\$ 45.31	\$ 36.55
Second Quarter	\$ 51.36	\$ 44.39
Third Quarter	\$ 56.70	\$ 43.57
Fourth Quarter	\$ 45.20	\$ 27.00
Year Ended December 31, 2009		
First Quarter	\$ 35.93	\$ 24.23
Second Quarter	\$ 40.09	\$ 31.10
Third Quarter	\$ 41.57	\$ 33.97
Fourth Quarter	\$ 44.43	\$ 38.35

As of February 1, 2010, there were 359 holders of record of our common stock.

Dividend Policy. We have never declared or paid any dividends on our common stock. Any future determination to pay dividends will be at the discretion of our Board of Directors, subject to applicable limitations under Delaware law, and will be dependent upon our results of operations, financial position and other factors deemed relevant by our Board of Directors. We do not anticipate paying any dividends on our common stock during the foreseeable future, but intend to retain any earnings for future growth of our business.

Recent Issues of Unregistered Securities. On July 17, 2009, we acquired all of the issued and outstanding capital stock of PPR from DMG Information, Inc., a Delaware corporation ("DMGI"), the sole stockholder of PPR, in exchange for an aggregate of 572,999 shares of CoStar common stock, which had a value of approximately \$20.9 million as of that date. On July 17, 2009, we issued 433,667 shares of common stock as initial consideration, and on September 28, 2009, we issued the remaining 139,332 shares of common stock as deferred purchase price after taking into account post-closing adjustments. We issued the shares of common stock in reliance upon the exemption from registration under Section 4(2) of the Securities Act of 1933 as issuances not involving a public offering based upon the fact that, among other things, PPR had only one stockholder and there was no general solicitation.

On October 19, 2009, we issued 25,886 shares of common stock to an individual as the stock portion of the consideration in exchange for all of the issued and outstanding capital stock of Resolve Technology. The stock portion of the purchase price was approximately \$1.1 million, and the shares are subject to a three-year lockup period. We issued the shares of common stock in reliance upon the exemption from registration under Section 4(2) of the Securities Act of 1933 as issuances not involving a public offering based upon the fact that, among other things, Resolve Technology had only one stockholder and there was no general solicitation.

Issuer Purchases of Equity Securities. The following table is a summary of our repurchases of common stock during each of the three months in the quarter ended December 31, 2009:

ISSUER PURCHASES OF EQUITY SECURITIES

Month, 2009	Total Number of Shares Purchased	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Maximum Number of Shares that May Yet Be Purchased Under the Plans or Programs
October 1 through 31	¾	¾	¾	¾
November 1 through 30	¾	¾	¾	¾
December 1 through 31	4,070 ⁽¹⁾	\$ 41.96	¾	¾
Total	4,070	\$ 41.96	¾	¾

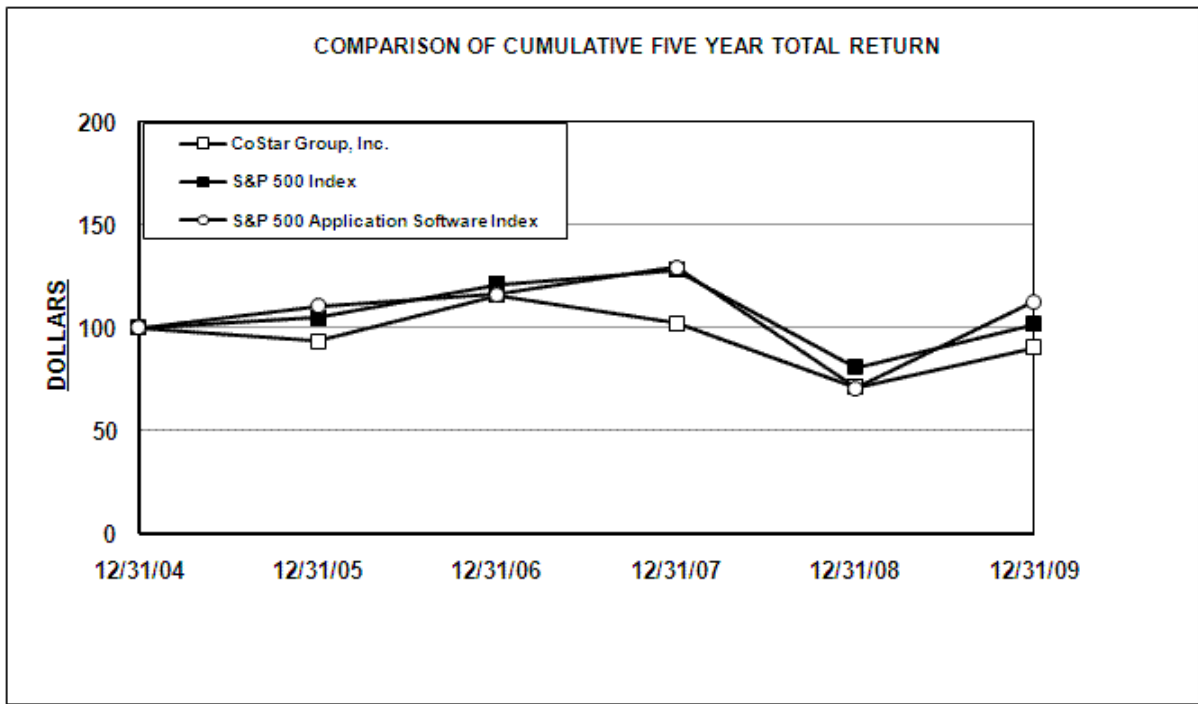
⁽¹⁾ The number of shares purchased consists of shares of common stock tendered by employees to the Company to satisfy the employees' tax withholding obligations arising as a result of vesting of restricted stock grants under the Company's 1998 Stock Incentive Plan, as amended, and the Company's 2007 Stock Incentive Plan, as amended, which shares were purchased by the Company based on their fair market value on the vesting date. None of these share purchases were part of a publicly announced program to purchase common stock of the Company.

Stock Price Performance Graph

The stock performance graph below shows how an initial investment of \$100 in our common stock would have compared to:

- An equal investment in the Standards & Poor's Stock 500 ("S&P 500") Index.
- An equal investment in the S&P 500 Application Software Index.

The comparison covers the period beginning December 31, 2004, and ending on December 31, 2009, and assumes the reinvestment of any dividends. You should note that this performance is historical and is not necessarily indicative of future price performance.



Company / Index	12/31/04	12/31/05	12/31/06	12/31/07	12/31/08	12/31/09
CoStar Group, Inc.	100	93.48	115.98	102.32	71.33	90.45
S&P 500 Index	100	104.91	121.48	128.16	80.74	102.11
S&P 500 Application Software Index	100	110.69	116.59	129.51	70.79	113.14

Item 6. Selected Consolidated Financial and Operating Data

Selected Consolidated Financial and Operating Data
(in thousands, except per share data and other operating data)

The following table provides selected consolidated financial and other operating data for the five years ended December 31, 2009. The consolidated statement of operations data shown below for each of the three years ended December 31, 2007, 2008, and 2009 and the consolidated balance sheet data as of December 31, 2008 and 2009 are derived from audited consolidated financial statements that are included in this report. The consolidated statement of operations data for each of the years ended December 31, 2005 and 2006 and the consolidated balance sheet data as of December 31, 2005, 2006, and 2007 shown below are derived from audited consolidated financial statements for those years that are not included in this report.

Consolidated Statement of Operations Data:	Year Ended December 31,				
	2005	2006	2007	2008	2009
Revenues	\$ 134,338	\$ 158,889	\$ 192,805	\$ 212,428	\$ 209,659
Cost of revenues	44,286	56,136	76,704	73,408	73,714
Gross margin	90,052	102,753	116,101	139,020	135,945
Operating expenses	82,710	88,672	98,249	99,232	104,110
Income from operations	7,342	14,081	17,852	39,788	31,835
Interest and other income, net	3,455	6,845	8,045	4,914	1,253
Income before income taxes	10,797	20,926	25,897	44,702	33,088
Income tax expense , net	4,340	8,516	9,946	20,079	14,395
Net income	\$ 6,457	\$ 12,410	\$ 15,951	\$ 24,623	\$ 18,693
Net income per share - basic	\$ 0.35	\$ 0.66	\$ 0.84	\$ 1.27	\$ 0.95
Net income per share - diluted	\$ 0.34	\$ 0.65	\$ 0.82	\$ 1.26	\$ 0.94
Weighted average shares outstanding - basic	18,453	18,751	19,044	19,372	19,780
Weighted average shares outstanding - diluted	19,007	19,165	19,404	19,550	19,925

Consolidated Balance Sheet Data:	As of December 31,				
	2005	2006	2007	2008	2009
Cash, cash equivalents, short-term and long-term investments	\$ 134,185	\$ 158,148	\$ 187,426	\$ 224,590	\$ 255,698
Working capital	124,501	154,606	167,441	183,347	203,660
Total assets	248,059	275,437	321,843	334,384	404,579
Total liabilities	23,263	25,327	40,038	30,963	45,573
Stockholders' equity	224,796	250,110	281,805	303,421	359,006

Other Operating Data	As of December 31,				
	2005	2006	2007	2008	2009
Number of subscription client sites	11,464	13,257	14,467	15,920	16,020
Millions of properties in database	1.8	2.1	2.7	3.2	3.6

Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations

The following Management's Discussion and Analysis of Financial Condition and Results of Operations contains "forward-looking statements," including statements about our beliefs and expectations. There are many risks and uncertainties that could cause actual results to differ materially from those discussed in the forward-looking statements. Potential factors that could cause actual results to differ materially from those discussed in any forward-looking statements include, but are not limited to, those stated above in Item 1A. under the headings "Risk Factors ¾ Cautionary Statement Concerning Forward-Looking Statements" and "¾Risk Factors," as well as those described from time to time in our filings with the Securities and Exchange Commission.

All forward-looking statements are based on information available to us on the date of this filing and we assume no obligation to update such statements. The following discussion should be read in conjunction with our Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K and other filings with the Securities and Exchange Commission and the consolidated financial statements and related notes in this Annual Report on Form 10-K.

Overview

CoStar Group, Inc. ("CoStar") is the number one provider of information, marketing and analytic services to the commercial real estate industry in the U.S. and the U.K. based on the fact that we offer the most comprehensive commercial real estate database available, have the largest research department in the industry, provide more information, marketing and analytic services than any of our competitors and believe we generate more revenues than any of our competitors. We have created a standardized information, marketing and analytic platform where members of the commercial real estate and related business community can continuously interact and facilitate transactions by efficiently exchanging accurate and standardized commercial real estate information. Our integrated suite of online service offerings includes information about space available for lease, comparable sales information, tenant information, information about properties for sale, internet marketing services, information for clients' websites, information about industry professionals and their business relationships, data integration, and industry news. We also provide market research and analysis for commercial real estate investors and lenders via our PPR service offerings. Our service offerings span all commercial property types, including office, industrial, retail, land, mixed-use, hospitality and multifamily.

Since 1994, we have expanded the geographical coverage of our existing information and marketing services and developed new information, marketing and analytic services. In addition to internal growth, this expansion included the acquisitions of Chicago ReSource, Inc. in Chicago in 1996 and New Market Systems, Inc. in San Francisco in 1997. In August 1998, we expanded into the Houston region through the acquisition of Houston-based real estate information provider C Data Services, Inc. In January 1999, we expanded further into the Midwest and Florida by acquiring LeaseTrend, Inc. and into Atlanta and Dallas/Fort Worth by acquiring Jamison Research, Inc. In February 2000, we acquired COMPS.COM, Inc., a San Diego-based provider of commercial real estate information. In November 2000, we acquired First Image Technologies, Inc., a California-based provider of commercial real estate software. In September 2002, we expanded further into Portland, Oregon through the acquisition of certain assets of Napier Realty Advisors (doing business as REAL-NET). In January 2003, we established a base in the U.K. with our acquisition of London-based FOCUS Information Limited. In May 2004, we expanded into Tennessee through the acquisition of Peer Market Research, Inc., and in September 2004, we extended our coverage of the U.K. through the acquisition of Scottish Property Network. In September 2004, we strengthened our position in Denver, Colorado through the acquisition of substantially all of the assets of RealComp, Inc., a local comparable sales information provider.

In January 2005, we acquired National Research Bureau, a Connecticut-based provider of U.S. shopping center information. In December 2006, our U.K. subsidiary, CoStar Limited, acquired Grecam S.A.S. ("Grecam"), a provider of commercial property information and market-level surveys, studies and consulting services located in Paris, France. In February 2007, CoStar Limited also acquired Property Investment Exchange Limited ("Propex"), a provider of commercial property information and operator of an electronic platform that facilitates the exchange of investment property located in London, England. In April 2008, we acquired the assets of First CLS, Inc. (doing business as the Dorey Companies and DoreyPRO), an Atlanta-based provider of local commercial real estate information. Most recently, in July 2009, we acquired Massachusetts-based Property and Portfolio Research, Inc. ("PPR"), a provider of real

estate analysis, market forecasts and credit risk analytics to the commercial real estate industry, and its wholly owned U.K. subsidiary Property and Portfolio Research Ltd., and in October 2009, we acquired Massachusetts-based Resolve Technology, Inc. (“Resolve Technology”), a provider of business intelligence and portfolio management software serving the institutional real estate investment industry. The First CLS, Inc., PPR and Resolve Technology acquisitions are discussed later in this section under the heading “Recent Acquisitions.”

In 2004, we began our expansion into 21 new metropolitan markets throughout the U.S. and began expanding the geographical coverage of many of our existing U.S. and U.K. markets. We completed our expansion into the 21 new markets in the first quarter of 2006. In early 2005, in conjunction with the acquisition of National Research Bureau, we launched a major effort to expand our coverage of retail real estate information. The retail component of our flagship product, CoStar Property Professional, was unveiled in May 2006 at the International Council of Shopping Centers’ convention in Las Vegas.

During the second half of 2006, in order to expand the geographical coverage of our service offerings, we began actively researching commercial properties in 81 new Core Based Statistical Areas (“CBSAs”) in the U.S., we increased our U.S. field research fleet by adding 89 vehicles and we hired researchers to staff these vehicles. We released our CoStar Property Professional service in the 81 new CBSAs across the U.S. in the fourth quarter of 2007. Throughout our recent expansion efforts, we have remained focused on ensuring that CoStar continues to provide the quality of information our customers expect. As such, in 2009 we expanded our research operations, and we plan to continue to grow our research operations slightly in 2010, in order to continue to meet customer expectations.

During the second half of 2009, as a part of our strategy to provide subscribers with tools for conducting primary research and analysis on commercial real estate, we expanded subscribers’ capabilities to use CoStar’s database of research-verified commercial property information to conduct in-depth analysis and generate reports on trends in sales and leasing activity online. Further, in July 2009, we acquired PPR and its wholly owned subsidiary, providers of real estate investment analysis and market forecasting services.

In connection with our acquisitions of Propex, Grecam and PPR’s wholly owned subsidiary Property and Portfolio Research Ltd., we intend to expand the coverage of our service offerings within the U.K. and to integrate our international operations more fully with those in the U.S. We have gained operational efficiencies as a result of consolidating a majority of our U.K. research operations in one location in Glasgow and combining the majority of our remaining U.K. operations in one central location in London.

We intend to eventually introduce a consistent international platform of service offerings. In 2007, we introduced the “CoStar Group” as the brand encompassing our international operations. We believe that our recent U.S. and international expansion and integration efforts have created a platform for long-term growth.

We expect to continue to develop and distribute new services, expand existing services within our current platform, consider strategic acquisitions and expand and develop our sales and marketing organization. For instance, in May 2008, we released CoStar Showcase[®], an internet marketing service that provides commercial real estate professionals the opportunity to make their listings accessible to all visitors to our public website, www.CoStar.com. More recently, in July 2009, we expanded subscribers’ analytic capabilities to use our online database to conduct in-depth analysis and generate reports on sales and leasing activity through our acquisition of PPR and in October 2009, we acquired Resolve Technology, which enabled us to provide our customers with additional tools for analyzing commercial real estate markets. Any future expansion could reduce our profitability and increase our capital expenditures. Therefore, while we expect current service offerings to remain profitable, driving overall earnings throughout 2010 and providing substantial cash flow for our business, it is possible that any new investments could cause us to generate losses and negative cash flow from operations in the future.

Current general economic conditions in the U.S. and the world are negatively affecting business operations for our clients and are resulting in more business consolidations and, in certain circumstances, failures. As a result of these economic conditions, we continue to see customer cancellations, reductions of services and failures to pay amounts due to us, although at a slower pace than in previous quarters. If cancellations, reductions of services and failures to pay continue at the current rate or increase, and we are unable to offset the resulting decrease in revenue by increasing sales to new or existing customers, our revenues may decline or grow at reduced rates. Additionally,

current economic conditions may cause customers to reduce expenses, and customers may be forced to purchase fewer services from us or cancel all services. We compete against many other commercial real estate information, marketing and analytic service providers for business. If customers choose to cancel our services for cost-cutting or other reasons, our revenue could decline. The extent and duration of any future continued weakening of the economy is unknown. The extent and duration of any benefits resulting from any of the governmental or private sector initiatives designed to strengthen the economy are currently unknown and there can be no assurance that those initiatives will be successful in the future. Because of these uncertainties, we may not be able to accurately forecast our revenue or earnings. However, we continue to believe that the Company is positioned to generate continued, sustained earnings in 2010.

Our financial reporting currency is the U.S. dollar. Changes in exchange rates can significantly affect our reported results and consolidated trends. We believe that our increasing diversification beyond the U.S. economy through our international businesses benefits our stockholders over the long term. We also believe it is important to evaluate our operating results before and after the effect of currency changes, as it may provide a more accurate comparison of our results of operations over historical periods. Currency volatility may continue, which may impact (either positively or negatively) our reported financial results and consolidated trends and comparisons.

We currently issue stock options and/or restricted stock to our officers, directors and employees, and as a result we record additional compensation expense in our consolidated statements of operations. We plan to continue the use of stock-based compensation for our officers, directors and employees, which may include, among other things, restricted stock or stock option grants that typically will require us to record additional compensation expense in our consolidated statements of operations and reduce our net income.

Our subscription-based information services, consisting primarily of CoStar Property Professional, CoStar Tenant, CoStar COMPS Professional, and FOCUS services currently generate more than 95% of our total revenues. CoStar Property Professional, CoStar Tenant, and CoStar COMPS Professional are generally sold as a suite of similar services and comprise our primary service offering in our U.S. operating segment. FOCUS is our primary service offering in our International operating segment. The majority of our contracts for our subscription-based information services typically have a minimum term of one year and renew automatically. Upon renewal, many of the subscription contract rates may change in accordance with contract provisions or as a result of contract renegotiations. To encourage clients to use our services regularly, we generally charge a fixed monthly amount for our subscription-based information services rather than fees based on actual system usage. Contract rates are generally based on the number of sites, number of users, organization size, the client's business focus, geography and the number of services to which a client subscribes. Our subscription clients generally pay contract fees on a monthly basis, but in some cases may pay us on a quarterly or annual basis. We recognize this revenue on a straight-line basis over the life of the contract. Annual and quarterly advance payments result in deferred revenue, substantially reducing the working capital requirements generated by accounts receivable.

For the twelve months ended December 31, 2009 and 2008, our contract renewal rate was approximately 85% and 89%, respectively. As discussed above, our trailing twelve-month contract renewal rate may continue to decline if continuing negative economic conditions lead to greater business failures and/or consolidations, further reductions in customer spending or decreases in the customer base.

Application of Critical Accounting Policies and Estimates

The preparation of financial statements and related disclosures in conformity with generally accepted accounting principles ("GAAP") in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements and revenues and expenses during the period reported. The following accounting policies involve a "critical accounting estimate" because they are particularly dependent on estimates and assumptions made by management about matters that are highly uncertain at the time the accounting estimates are made. In addition, while we have used our best estimates based on facts and circumstances available to us at the time, different estimates reasonably could have been used in the current period. Changes in the accounting estimates we use are reasonably likely to occur from period to period, which may have a material impact on the presentation of our financial condition and results of operations. We review these estimates and assumptions periodically and reflect the effects of revisions in the period that they are determined to be necessary.

Valuation of Long-Lived and Intangible Assets and Goodwill

We assess the impairment of long-lived assets, identifiable intangibles and goodwill whenever events or changes in circumstances indicate that the carrying value may not be recoverable. Judgments made by management relate to the expected useful lives of long-lived assets and our ability to realize any undiscounted cash flows of the carrying amounts of such assets. The accuracy of these judgments may be adversely affected by several factors, including the factors listed below:

- Significant underperformance relative to historical or projected future operating results;
- Significant changes in the manner of our use of the acquired assets or the strategy for our overall business;
- Significant negative industry or economic trends; or
- Significant decline in our market capitalization relative to net book value for a sustained period.

When we determine that the carrying value of long-lived and identifiable intangible assets may not be recovered based upon the existence of one or more of the above indicators, we test for impairment.

Goodwill and identifiable intangible assets not subject to amortization are tested annually by each reporting unit on October 1 of each year for impairment and are tested for impairment more frequently based upon the existence of one or more of the above indicators. We consider our operating segments, U.S. and International, as our reporting units under FASB authoritative guidance for consideration of potential impairment of goodwill.

The goodwill impairment test is a two-step process. The first step is to determine the fair value of each reporting unit. We estimate the fair value of each reporting unit based on a projected discounted cash flow model that includes significant assumptions and estimates including our future financial performance and a weighted average cost of capital. The fair value of each reporting unit is compared to the carrying amount of the reporting unit. If the carrying value of the reporting unit exceeds the fair value, then the second step of the process is performed to measure the impairment loss. We measure impairment loss based on a projected discounted cash flow method using a discount rate determined by our management to be commensurate with the risk in our current business model. A 50% decrease in the fair value of our International reporting unit as of December 31, 2009 would have no impact on the carrying value of our goodwill.

Accounting for Income Taxes

As part of the process of preparing our consolidated financial statements, we are required to estimate our income taxes in each of the jurisdictions in which we operate. This process requires us to estimate our actual current tax exposure and assess the temporary differences resulting from differing treatment of items, such as deferred revenue or deductibility of certain intangible assets, for tax and accounting purposes. These differences result in deferred tax assets and liabilities, which are included within our consolidated balance sheets. We must then also assess the likelihood that our deferred tax assets will be recovered from future taxable income, and, to the extent we believe that it is more-likely-than not that some portion or all of our deferred tax assets will not be realized, we must establish a valuation allowance. To the extent we establish a valuation allowance or change the allowance in a period, we must reflect the corresponding increase or decrease within the tax provision in the statements of operations.

Non-GAAP Financial Measures

We prepare and publicly release quarterly unaudited financial statements prepared in accordance with GAAP. We also disclose and discuss certain non-GAAP financial measures in our public releases. Currently, the non-GAAP financial measure that we disclose is EBITDA, which is our net income (loss) before interest, income taxes, depreciation and amortization. We disclose EBITDA on a consolidated and an operating segment basis in our earnings releases, investor conference calls and filings with the Securities and Exchange Commission. The non-GAAP financial measures that we use may not be comparable to similarly titled measures reported by other companies. Also, in the future, we may disclose different non-GAAP financial measures in order to help our investors more meaningfully evaluate and compare our future results of operations to our previously reported results of operations.

We view EBITDA as an operating performance measure and as such we believe that the GAAP financial measure most directly comparable to it is net income (loss). In calculating EBITDA, we exclude from net income (loss) the financial items that we believe should be separately identified to provide additional analysis of the financial components of the day-to-day operation of our business. We have outlined below the type and scope of these exclusions and the material limitations on the use of this non-GAAP financial measure as a result of these exclusions. EBITDA is not a measurement of financial performance under GAAP and should not be considered as a measure of liquidity, as an alternative to net income (loss) or as an indicator of any other measure of performance derived in accordance with GAAP. Investors and potential investors in our securities should not rely on EBITDA as a substitute for any GAAP financial measure, including net income (loss). In addition, we urge investors and potential investors in our securities to carefully review the reconciliation of EBITDA to net income (loss) set forth below, in our earnings releases and in other filings with the Securities and Exchange Commission and to carefully review the GAAP financial information included as part of our Quarterly Reports on Form 10-Q and our Annual Reports on Form 10-K that are filed with the Securities and Exchange Commission, as well as our quarterly earnings releases, and compare the GAAP financial information with our EBITDA.

EBITDA is used by management to internally measure our operating and management performance and by investors as a supplemental financial measure to evaluate the performance of our business that, when viewed with our GAAP results and the accompanying reconciliation, we believe provides additional information that is useful to gain an understanding of the factors and trends affecting our business. We have spent more than 22 years building our database of commercial real estate information and expanding our markets and services partially through acquisitions of complementary businesses. Due to the expansion of our information, marketing and analytic services, which included acquisitions, our net income (loss) has included significant charges for purchase amortization, depreciation and other amortization. EBITDA excludes these charges and provides meaningful information about the operating performance of our business, apart from charges for purchase amortization, depreciation and other amortization. We believe the disclosure of EBITDA helps investors meaningfully evaluate and compare our performance from quarter to quarter and from year to year. We also believe EBITDA is a measure of our ongoing operating performance because the isolation of non-cash charges, such as amortization and depreciation, and non-operating items, such as interest and income taxes, provides additional information about our cost structure, and, over time, helps track our operating progress. In addition, investors, securities analysts and others have regularly relied on EBITDA to provide a financial measure by which to compare our operating performance against that of other companies in our industry.

Set forth below are descriptions of the financial items that have been excluded from our net income (loss) to calculate EBITDA and the material limitations associated with using this non-GAAP financial measure as compared to net income (loss):

- Purchase amortization in cost of revenues may be useful for investors to consider because it represents the use of our acquired database technology, which is one of the sources of information for our database of commercial real estate information. We do not believe these charges necessarily reflect the current and ongoing cash charges related to our operating cost structure.
- Purchase amortization in operating expenses may be useful for investors to consider because it represents the estimated attrition of our acquired customer base and the diminishing value of any acquired trade names. We do not believe these charges necessarily reflect the current and ongoing cash charges related to our operating cost structure.
- Depreciation and other amortization may be useful for investors to consider because they generally represent the wear and tear on our property and equipment used in our operations. We do not believe these charges necessarily reflect the current and ongoing cash charges related to our operating cost structure.
- The amount of net interest income we generate may be useful for investors to consider and may result in current cash inflows or outflows. However, we do not consider the amount of net interest income to be a representative component of the day-to-day operating performance of our business.

Income tax expense (benefit) may be useful for investors to consider because it generally represents the taxes which may be payable for the period and the change in deferred income taxes during the period and may reduce the amount of funds otherwise available for use in our business. However, we do not consider the amount of income tax expense (benefit) to be a representative component of the day-to-day operating performance of our business.

Management compensates for the above-described limitations of using non-GAAP measures by using a non-GAAP measure only to supplement our GAAP results and to provide additional information that is useful to gain an understanding of the factors and trends affecting our business.

The following table shows our EBITDA reconciled to our net income and our cash flows from operating, investing and financing activities for the indicated periods (in thousands):

	Year Ended December 31,		
	2007	2008	2009
Net income	\$ 15,951	\$ 24,623	\$ 18,693
Purchase amortization in cost of revenues	2,170	2,284	2,389
Purchase amortization in operating expenses	5,063	4,880	3,412
Depreciation and other amortization	8,914	9,637	8,875
Interest income, net	(8,045)	(4,914)	(1,253)
Income tax expense, net	9,946	20,079	14,395
EBITDA	\$ 33,999	\$ 56,589	\$ 46,511
Cash flows provided by (used in)			
Operating activities	\$ 51,732	\$ 40,908	\$ 39,569
Investing activities	\$ (40,331)	\$ 52,430	\$ 3,408
Financing activities	\$ 8,161	\$ 11,475	\$ 2,172

Consolidated Results of Operations

The following table provides our selected consolidated results of operations for the indicated periods (in thousands of dollars and as a percentage of total revenue):

	Year Ended December 31,					
	2007		2008		2009	
Revenues	\$ 192,805	100.0%	\$ 212,428	100.0%	\$ 209,659	100.0%
Cost of revenues	76,704	39.8	73,408	34.6	73,714	35.2
Gross margin	116,101	60.2	139,020	65.4	135,945	64.8
Operating expenses:						
Selling and marketing	51,777	26.9	41,705	19.6	42,508	20.3
Software development	12,453	6.5	12,759	6.0	13,942	6.6
General and administrative	36,569	19.0	39,888	18.8	44,248	21.1
Gain on lease settlement, net	(7,613)	(3.9)	¾	0.0	¾	0.0
Purchase amortization	5,063	2.6	4,880	2.3	3,412	1.6
Total operating expenses	98,249	51.0	99,232	46.7	104,110	49.7
Income from operations	17,852	9.3	39,788	18.7	31,835	15.2
Interest and other income, net	8,045	4.2	4,914	2.3	1,253	0.6
Income before income taxes	25,897	13.4	44,702	21.0	33,088	15.8
Income tax expense, net	9,946	5.2	20,079	9.5	14,395	6.9
Net income	\$ 15,951	8.3%	\$ 24,623	11.6%	\$ 18,693	8.9%

Comparison of Year Ended December 31, 2009 and Year Ended December 31, 2008

Revenues. Revenues decreased to \$209.7 million in 2009, from \$212.4 million in 2008. Revenues from customers in our International operations decreased \$4.3 million primarily due to foreign currency fluctuations. The decrease in International revenues was partially offset by an increase in U.S. revenues of approximately \$1.5 million. The increase in U.S. revenues is primarily due to additional revenue of approximately \$8.5 million from our July 2009 acquisition of PPR partially offset by decreased sales resulting from a difficult commercial real estate and economic environment. Our subscription-based information services consist primarily of CoStar Property Professional, CoStar Tenant, CoStar COMPS Professional, FOCUS services and Propex services. As of December 31, 2009, our subscription-based information services represented more than 95% of our total revenues.

Gross Margin. Gross margin decreased to \$135.9 million in 2009, from \$139.0 million in 2008. The gross margin percentage decreased to 64.8% in 2009, from 65.4% in 2008. The decrease in the amount and percentage of gross margin was principally due to a \$2.8 million decrease in revenue in 2009.

Selling and Marketing Expenses. Selling and marketing expenses increased to \$42.5 million in 2009, from \$41.7 million in 2008, and increased as a percentage of revenues to 20.3% in 2009, from 19.6% in 2008. The increase in the amount and percentage of selling and marketing expenses was primarily due to additional selling and marketing expenses of approximately \$1.7 million incurred by PPR and included as a result of our July 2009 acquisition of PPR. The increase was offset by an approximately \$900,000 decrease due to foreign currency fluctuations.

Software Development Expenses. Software development expenses increased to \$13.9 million in 2009, from \$12.8 million in 2008, and increased as a percentage of revenues to 6.6% in 2009, from 6.0% in 2008. The increase in the amount and percentage of software development expenses was due to additional software development expenses of approximately \$600,000 incurred by PPR and included as a result of our July 2009 acquisition of PPR as well as additional development expenses of approximately \$400,000 incurred by Resolve Technology, and included as a result of our October 2009 acquisition of Resolve Technology.

General and Administrative Expenses. General and administrative expenses increased to \$44.2 million in 2009, from \$39.9 million in 2008, and increased as a percentage of revenues to 21.1% in 2009, from 18.8% in 2008. The increase in the amount and percentage of general and administrative expenses was principally a result of an increase of acquisition and deal related costs of approximately \$700,000, an increase in legal fees of \$2.0 million and additional general and administrative expenses of approximately \$1.1 million incurred by PPR and included as a result of our July 2009 acquisition of PPR.

Purchase Amortization. Purchase amortization decreased to \$3.4 million in 2009, from \$4.9 million in 2008, and decreased as a percentage of revenues to 1.6% in 2009, from 2.3% in 2008. The decrease in purchase amortization expense is due to the completion of amortization for certain identifiable intangible assets in 2009.

Interest and Other Income, Net. Interest and other income, net decreased to \$1.3 million in 2009, from \$4.9 million in 2008. Interest and other income, net decreased due to lower average interest rates in 2009 compared to 2008.

Income Tax Expense, Net. Income tax expense, net decreased to \$14.4 million in 2009, from \$20.1 million in 2008. This decrease was due to lower income before income taxes as a result of our decreased profitability.

Comparison of Business Segment Results for Year Ended December 31, 2009 and Year Ended December 31, 2008

We manage our business geographically in two operating segments, with our primary areas of measurement and decision-making being the U.S. and International, which includes the U.K. and France. Management relies on an internal management reporting process that provides segment revenue and EBITDA, which is our net income before interest, income taxes, depreciation and amortization. Management believes that segment EBITDA is an appropriate measure for evaluating the operational performance of our segments. EBITDA is used by management to internally measure our operating and management performance and to evaluate the performance of our business. However, this measure should be considered in addition to, not as a substitute for or superior to, income from operations or other measures of financial performance prepared in accordance with GAAP.

Segment Revenues. CoStar Property Professional, CoStar Tenant, and CoStar COMPS Professional are generally sold as a suite of similar services and comprise our primary service offering in our U.S. operating segment. U.S. revenues increased to \$191.6 million from \$190.1 million for the years ended December 31, 2009 and 2008, respectively. This increase in U.S. revenue is due to additional revenues of approximately \$8.5 million included as a result of our July 2009 acquisition of PPR, partially offset by a decrease of approximately \$7.0 million in U.S. revenues due to decreased sales resulting from a difficult commercial real estate and economic environment. FOCUS is our primary service offering in our International operating segment. International revenues decreased approximately \$4.3 million primarily due to foreign currency fluctuations, partially offset by intersegment revenues of approximately \$900,000 attributable to services performed by Property and Portfolio Research Ltd. for PPR. Intersegment revenues are eliminated from total revenues.

Segment EBITDA. U.S. EBITDA decreased to \$47.7 million from \$58.8 million for the years ended December 31, 2009 and 2008, respectively. The decrease in U.S. EBITDA was due primarily to additional costs incurred by PPR, which we acquired in July of 2009 and increased legal fees. International EBITDA decreased to a loss of \$1.2 million for the year ended December 31, 2009 from a \$2.2 million loss for the year ended December 31, 2008. This decreased loss is primarily due to a lower corporate allocation in 2009 as compared to 2008. International EBITDA includes a corporate allocation of approximately \$500,000 and \$1.1 million for the years ended December 31, 2009 and 2008, respectively. The corporate allocation represents costs incurred for U.S. employees involved in international management and expansion activities.

Comparison of Year Ended December 31, 2008 and Year Ended December 31, 2007

Revenues. Revenues grew to \$212.4 million in 2008, from \$192.8 million in 2007. This increase in revenue was due to further penetration of our subscription-based information and marketing services, and successful cross-selling of our services to our customers in existing markets, combined with continued high renewal rates. Our subscription-based information services consist primarily of CoStar Property Professional, CoStar Tenant, CoStar COMPS Professional, FOCUS services and Propex services. As of December 31, 2008, our subscription-based information and marketing services represented more than 90% of our total revenues.

Gross Margin. Gross margin increased to \$139.0 million in 2008, from \$116.1 million in 2007. The gross margin percentage increased to 65.4% in 2008, from 60.2% in 2007. The increase in the gross margin resulted principally from revenue growth from our subscription-based information and marketing services and a decrease in cost of revenues. Cost of revenues decreased to \$73.4 million for the year ended December 31, 2008, from \$76.7 million for the year ended December 31, 2007 principally due to expansion costs that were incurred in 2007 that were not incurred in 2008.

Selling and Marketing Expenses. Selling and marketing expenses decreased to \$41.7 million in 2008, from \$51.8 million in 2007, and decreased as a percentage of revenues to 19.6% in 2008, from 26.9% in 2007. The decrease was principally due to a reduction in personnel costs of approximately \$5.4 million primarily due to the fact that the sales force sold services with a smaller average price point in 2008, which resulted in lower average contract values compared to 2007. Additionally, there was a decrease in marketing initiatives of approximately \$2.3 million in 2008.

Software Development Expenses. Software development expenses slightly increased to \$12.8 million in 2008, from \$12.5 million in 2007, and slightly decreased as a percentage of revenues to 6.0% in 2008, from 6.5% in 2007. The decrease in the percentage was primarily due to increased revenues in 2008.

General and Administrative Expenses. General and administrative expenses increased to \$39.9 million in 2008, from \$36.6 million in 2007, and decreased slightly as a percentage of revenues to 18.8% in 2008, from 19.0% in 2007. The increase in the amount of general and administrative expenses was principally a result of an increase of approximately \$2.5 million in legal fees and an increase of \$1.6 million in bad debt expense.

Gain on Lease Settlement, Net. On September 14, 2007, CoStar U.K Limited, a wholly owned U.K. subsidiary of CoStar, entered into an agreement with Trafigura Limited to assign to Trafigura our leasehold interest in our office space located in London. The lease assignment was effective on December 19, 2007. As a result, CoStar U.K. Limited was paid \$7.6 million, net of expenses, for the assignment of the lease. There were no gains on lease settlements in 2008.

Purchase Amortization. Purchase amortization slightly decreased to \$4.9 million in 2008, from \$5.1 million in 2007, and slightly decreased as a percentage of revenues to 2.3% in 2008, from 2.6% in 2007.

Interest and Other Income, Net. Interest and other income, net decreased to \$4.9 million in 2008, from \$8.0 million in 2007. Although, cash and cash equivalents, short-term and long-term investments were higher in 2008 than in 2007, our interest and other income decreased due to lower average interest rates in 2008 compared to 2007.

Income Tax Expense, Net. Income tax expense, net increased to \$20.1 million in 2008, from \$9.9 million in 2007. This increase was primarily due to higher income before income taxes for 2008 due to our growth and profitability, in addition to a higher effective tax rate in 2008. The effective tax rate was lower in 2007 due to the gain on lease settlement in the U.K. that was completed in December 2007. The lease settlement resulted in income in the U.K., which reduced the overall effective tax rate.

Comparison of Business Segment Results for Year Ended December 31, 2008 and Year Ended December 31, 2007

Due to the increased size, complexity and funding requirements associated with our international expansion, in 2007 we began to manage our business geographically in two operating segments, with our primary areas of measurement and decision-making being the U.S. and International, which includes the U.K. and France. Management relies on an internal management reporting process that provides segment revenue and EBITDA, which is our net income before interest, income taxes, depreciation and amortization. Management believes that segment EBITDA is an appropriate measure for evaluating the operational performance of our segments. EBITDA is used by management to internally measure our operating and management performance and to evaluate the performance of our business. However, this measure should be considered in addition to, not as a substitute for or superior to, income from operations or other measures of financial performance prepared in accordance with GAAP.

Segment Revenues. CoStar Property Professional, CoStar Tenant, and CoStar COMPS Professional are generally sold as a suite of similar services and comprise our primary service offering in our U.S. operating segment. U.S. revenues increased to \$190.1 million from \$170.3 million for the years ended December 31, 2008 and 2007, respectively. This increase in U.S. revenue is due to further penetration of our U.S. subscription-based information and marketing services and the successful cross-selling of our service to our customers, combined with a continued high renewal rate. FOCUS is our primary service offering in our International operating segment. International revenues slightly decreased to \$22.4 million from \$22.5 million for the years ended December 31, 2008 and 2007, respectively. This decrease is due to foreign currency fluctuations. In their functional currency, International revenues increased 7.2% for the year ended December 31, 2008 compared to the year ended December 31, 2007.

Segment EBITDA. U.S. EBITDA increased to \$58.8 million from \$32.9 million for the years ended December 31, 2008 and 2007, respectively. The increase in U.S. EBITDA was due to increased revenues, and lower sales and marketing personnel costs, partially offset by an increase in legal fees and bad debt expense. International EBITDA decreased to a loss of \$2.2 million from \$1.1 million earnings for the years ended December 31, 2008 and 2007, respectively. This decrease is primarily due to gain on lease settlement of \$7.6 million in 2007 that did not occur in 2008. International EBITDA also includes a corporate allocation of approximately \$1.1 million and \$2.6 million for the years ended December 31, 2008 and 2007, respectively. The corporate allocation represents costs incurred for U.S. employees involved in international management and expansion activities.

Consolidated Quarterly Results of Operations

The following tables summarize our consolidated results of operations on a quarterly basis for the indicated periods (in thousands, except per share amounts, and as a percentage of total revenues):

	2008				2009			
	Mar. 31	Jun. 30	Sep. 30	Dec. 31	Mar. 31	Jun. 30	Sep. 30	Dec. 31
Revenues	\$ 52,264	\$ 53,478	\$ 53,757	\$ 52,929	\$ 51,370	\$ 50,064	\$ 53,590	\$ 54,635
Cost of revenues	19,721	18,341	17,613	17,733	16,894	16,744	19,149	20,927
Gross margin	32,543	35,137	36,144	35,196	34,476	33,320	34,441	33,708
Operating expenses	25,313	26,627	24,864	22,428	23,735	25,129	27,490	27,756
Income from operations	7,230	8,510	11,280	12,768	10,741	8,191	6,951	5,952
Interest and other income, net	1,938	1,243	951	782	442	322	263	226
Income before income taxes	9,168	9,753	12,231	13,550	11,183	8,513	7,214	6,178
Income tax expense, net	4,126	4,318	5,586	6,049	5,077	3,897	2,889	2,532
Net income	\$ 5,042	\$ 5,435	\$ 6,645	\$ 7,501	\$ 6,106	\$ 4,616	\$ 4,325	\$ 3,646
Net income per share - basic	\$ 0.26	\$ 0.28	\$ 0.34	\$ 0.39	\$ 0.31	\$ 0.24	\$ 0.22	\$ 0.18
Net income per share - diluted	\$ 0.26	\$ 0.28	\$ 0.34	\$ 0.38	\$ 0.31	\$ 0.24	\$ 0.22	\$ 0.18

	2008				2009			
	Mar. 31	Jun. 30	Sep. 30	Dec. 31	Mar. 31	Jun. 30	Sep. 30	Dec. 31
Revenues	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
Cost of revenues	37.7	34.3	32.8	33.5	32.9	33.4	35.7	38.3
Gross margin	62.3	65.7	67.2	66.5	67.1	66.6	64.3	61.7
Operating expenses	48.5	49.8	46.2	42.4	46.2	50.2	51.3	50.8
Income from operations	13.8	15.9	21.0	24.1	20.9	16.4	13.0	10.9
Interest and other income, net	3.7	2.3	1.8	1.5	0.9	0.6	0.5	0.4
Income before income taxes	17.5	18.2	22.8	25.6	21.8	17.0	13.5	11.3
Income tax expense, net	7.9	8.0	10.4	11.4	9.9	7.8	5.4	4.6
Net income	9.6%	10.2%	12.4%	14.2%	11.9%	9.2%	8.1%	6.7%

Recent Acquisitions

First CLS, Inc. On April 1, 2008, we acquired certain assets of First CLS, Inc. (doing business as the Dorey Companies and DoreyPRO), an Atlanta-based provider of local commercial real estate information for \$3.0 million in initial cash consideration and deferred consideration of \$1.7 million paid during the third quarter of 2009.

PPR. On July 17, 2009, we acquired all of the issued and outstanding equity securities of PPR, and its wholly owned subsidiary Property and Portfolio Research Ltd., providers of real estate analysis, market forecasts and credit risk analytics to the commercial real estate industry. We acquired PPR from DMG Information, Inc. ("DMGI") in exchange for 572,999 shares of CoStar common stock, which had an aggregate value of approximately \$20.9 million as of the closing date. On July 17, 2009, 433,667 shares of our common stock were issued to DMGI, and the remaining 139,332 shares were issued to DMGI on September 28, 2009 after taking into account post-closing purchase price adjustments.

Resolve Technology. On October 19, 2009, we acquired all of the outstanding capital stock of Resolve Technology, a Delaware corporation, for approximately \$4.5 million, consisting of approximately \$3.4 million in cash and 25,886 shares, or approximately \$1.1 million, of CoStar restricted common stock, which shares are subject to a three-year lockup. The purchase price is subject to certain post-closing adjustments. Additionally, the seller may be entitled to receive (i) a potential deferred cash payout two years after closing based on the incremental growth of Resolve Technology's revenue, and (ii) other potential deferred cash payouts for successful completion of operational and sales milestones during the period from closing through June 30, 2013, which period may be subject to extension to a date no later than December 31, 2014.

Accounting Treatment. These acquisitions were accounted for using purchase accounting. The purchase price for the First CLS, Inc. acquisition was primarily allocated to acquired customer base and goodwill. For each of the PPR and Resolve Technology acquisitions, the purchase price was allocated to various working capital accounts, developed technology, customer base, trademarks, non-competition agreements and goodwill. The acquired customer base for the acquisitions, which consists of one distinct intangible asset for each acquisition and is composed of acquired customer contracts and the related customer relationships, is being amortized on a 125% declining balance method over ten years. The identified intangibles will be amortized over their estimated useful lives. Goodwill for these acquisitions will not be amortized, but is subject to annual impairment tests. The results of operations of First CLS, Inc., PPR, and Resolve Technology have been consolidated with those of the Company since the respective dates of the acquisitions and are not considered material to our consolidated financial statements. Accordingly, pro forma financial information has not been presented for any of the acquisitions.

Liquidity and Capital Resources

Our principal sources of liquidity are cash, cash equivalents and short-term investments. Total cash, cash equivalents and short-term investments were \$226.0 million at December 31, 2009 compared to \$195.3 million at December 31, 2008. The increase in cash, cash equivalents and short-term investments for the year ended December 31, 2009 was primarily due to net cash from operating activities of approximately \$39.6 million, net cash provided from financing activities of approximately \$2.2 million, partially offset by purchases of property and equipment and other assets of approximately \$10.5 million, and net cash paid for acquisitions of approximately \$3.2 million.

Net cash provided by operating activities for the year ended December 31, 2009 was \$39.6 million compared to \$40.9 million for the year ended December 31, 2008. The \$1.3 million decrease in net cash provided by operating activities is primarily due to a decrease of approximately \$5.5 million from net income plus non-cash items, a decrease of approximately \$4.7 million due to changes in prepaid expenses and deposits, and decreased cash receipts for deferred revenue of \$1.1 million, partially offset by decreased payments for accounts payable and other liabilities of approximately \$5.7 million and \$4.3 million in increased cash receipts on receivables.

Net cash provided by investing activities was \$3.4 million for the year ended December 31, 2009, compared to net cash provided by investing activities of \$52.4 million for the year ended December 31, 2008. This \$49.0 million decrease in net cash provided by investing activities was primarily due to the decision in 2008 to invest in money market funds and U.S. treasuries instead of short-term investment instruments, which resulted in a net sale of investments of approximately \$59.1 million for the year ended December 31, 2008 compared to sales of investments of approximately \$17.2 million for the year ended December 31, 2009.

Net cash provided by financing activities was \$2.2 million for the year ended December 31, 2009 compared to \$11.5 million for the year ended December 31, 2008. The change is due to decreased proceeds from exercise of stock options.

Contractual Obligations. The following table summarizes our principal contractual obligations at December 31, 2009 and the effect such obligations are expected to have on our liquidity and cash flows in future periods (in thousands):

	Total	2010	2011-2012	2013-2014	2015 and thereafter
Operating leases	\$ 26,225	\$ 10,530	\$ 11,751	\$ 3,061	\$ 883
Purchase obligations ⁽¹⁾	7,036	2,927	2,746	763	600
Total contractual principal cash obligations	\$ 33,261	\$ 13,457	\$ 14,497	\$ 3,824	\$ 1,483

⁽¹⁾Amounts do not include (i) contracts with initial terms of twelve months or less, or (ii) multi-year contracts that may be terminated by a third party or us. Amounts do not include unrecognized tax benefits of \$1.9 million due to uncertainty regarding the timing of future cash payments.

In February 2010, we purchased a 169,429 square-foot LEED Gold certified office building located at 1331 L Street, NW in downtown Washington, D.C. for a purchase price of \$41.25 million in cash.

During 2009, we incurred capital expenditures of approximately \$10.5 million. We expect to make capital expenditures in 2010 of approximately \$20.0 million to \$25.0 million.

To date, we have grown in part by acquiring other companies and we may continue to make acquisitions. Our acquisitions may vary in size and could be material to our current operations. We may use cash, stock, debt or other means of funding to make these acquisitions. We paid \$3.0 million in initial cash consideration in April 2008 and \$1.7 million in deferred consideration in August 2009 for the online commercial real estate information assets of First CLS, Inc., an Atlanta-based provider of local commercial real estate information. In the third quarter of 2009, we issued 572,999 shares of common stock to DMGI, Inc. for all of the issued and outstanding capital stock of PPR and its wholly owned subsidiary. In October 2009, we acquired Resolve Technology for approximately \$3.4 million (\$2.9 million was paid upon acquisition and \$450,000 was deferred until February 2010) in cash and 25,886 shares of CoStar common stock. Additionally, the seller may be entitled to receive (i) a potential deferred cash payout two years after closing based on the incremental growth of Resolve Technology's revenue, and (ii) other potential deferred cash payouts for successful completion of additional operational and sales milestones during the period from closing through June 30, 2013, which period may be subject to extension to a date no later than December 31, 2014.

Based on current plans, we believe that our available cash combined with positive cash flow provided by operating activities should be sufficient to fund our operations for at least the next 12 months.

As of December 31, 2009, we had \$32.8 million par value of long-term investments in student loan auction rate securities ("ARS"), which failed to settle at auctions. The majority of these investments are of high credit quality with AAA credit ratings and are primarily securities supported by guarantees from the Federal Family Education Loan Program ("FFELP") of the U.S. Department of Education. While we continue to earn interest on these investments, the investments are not liquid in the short term. In the event we need to immediately access these funds, we may have to sell these securities at an amount below par value. Based on our ability to access our cash, cash equivalents and other short-term investments and our expected operating cash flows, we do not anticipate having to sell these investments below par value in order to operate our business in the foreseeable future.

On December 23, 2008, the Company initiated a Financial Industry Regulatory Authority ("FINRA") arbitration against Credit Suisse First Boston ("CSFB") related to CSFB's purchase of ARS for the Company's account. Our complaint asserts breach of contract, fraud, breach of fiduciary duty and other causes of action. An arbitration hearing was originally scheduled to begin during the week beginning December 7, 2009, but was rescheduled at the request of CSFB and is now set to begin on March 8, 2010. We expect to receive a ruling on its claim during the second quarter of 2010. Since the outcome of this legal proceeding is uncertain at this time, we cannot estimate the amount of gain or loss, if any, that could result from the resolution of this matter.

Recent Accounting Pronouncements

In February 2007, the FASB issued authoritative guidance on the fair value option for financial assets and financial liabilities, which permits entities to choose to measure many financial instruments and certain other items at fair value that are not currently required to be measured at fair value. This guidance is effective for fiscal years beginning on or after December 31, 2007. We adopted this guidance on January 1, 2008 and have not elected to apply the fair value option to any of our financial instruments. The adoption of this guidance did not have a material impact on our results of operations or financial position.

In December 2007, the FASB issued authoritative guidance on business combinations, which changes the accounting for any business combination we enter into with an acquisition date after December 31, 2008. Under this guidance, an acquiring entity is required to recognize all the assets acquired and liabilities assumed in a transaction at the acquisition date fair value with limited exceptions. This guidance changes the accounting treatment and disclosure for certain specific items in a business combination. We adopted this guidance on January 1, 2009 and have recorded assets acquired and liabilities assumed at fair value.

In December 2007, the FASB issued authoritative guidance on non-controlling interest, which establishes new accounting and reporting standards for the non-controlling interest in a subsidiary and for the deconsolidation of a subsidiary. This guidance is effective for fiscal years beginning on or after December 15, 2008. We adopted this guidance on January 1, 2009. The adoption of this guidance did not have a material impact on our results of operations or financial position.

In April 2008, the FASB issued authoritative guidance on existing intangibles or expected future cash flows from those intangibles, which is effective for all fiscal years and interim periods beginning after December 15, 2008. Early adoption of this guidance is not permitted. This guidance requires additional footnote disclosures about the impact of our ability or intent to renew or extend agreements related to existing intangibles or expected future cash flows from those intangibles, how we account for costs incurred to renew or extend such agreements, the time until the next renewal or extension period by asset class, and the amount of renewal or extension costs capitalized, if any. For any intangibles acquired after December 31, 2008, this guidance requires that we consider our experience regarding renewal and extensions of similar arrangements in determining the useful life of such intangibles. If we do not have experience with similar arrangements, this guidance requires that we use the assumptions of a market participant putting the intangible to its highest and best use in determining the useful life. We adopted this guidance on January 1, 2009. The adoption of this guidance did not have a material impact on our results of operations or financial position.

In June 2008, the FASB issued authoritative guidance related to determining whether instruments granted in share-based payment transactions are participating securities. This guidance clarifies that unvested share-based payment awards with a right to receive non-forfeitable dividends are participating securities. This guidance is effective for all annual and interim periods beginning after December 15, 2008. Adoption of this standard will require the two-class method of calculating basic earnings per share to the extent that unvested share-based payments have the right to receive non-forfeitable dividends. We adopted this guidance on January 1, 2009. The adoption of this guidance did not have a material impact on our results of operations or financial position.

In April 2009, the FASB issued authoritative guidance related to the initial recognition, measurement and subsequent accounting for assets and liabilities arising from pre-acquisition contingencies in a business combination. It requires that such assets acquired or liabilities assumed be initially recognized at fair value at the acquisition date if fair value can be determined during the measurement period. When fair value cannot be determined, companies should typically account for the acquired contingencies using existing guidance. This guidance requires that companies expense acquisition and deal-related costs that were previously allowed to be capitalized. This guidance also requires that a systematic and rational basis for subsequently measuring and accounting for the assets or liabilities be developed depending on their nature. This guidance was effective for contingent assets or liabilities arising from business combinations with an acquisition date on or after January 1, 2009. The adoption of this guidance changes the accounting treatment and disclosure for certain specific items in a business combination with an acquisition date subsequent to December 31, 2008. We adopted this guidance on January 1, 2009, and expensed acquisition and deal-related costs associated primarily with the acquisitions of PPR and Resolve Technology.

In April 2009, the FASB issued authoritative guidance for determining whether a market is active or inactive, and whether a transaction is distressed. This guidance is applicable to all assets and liabilities (financial and non-financial) and will require enhanced disclosures. We adopted this guidance for our interim period ending June 30, 2009. The adoption of this guidance did not have a material impact on our results of operations or financial position, but did require additional disclosures in our financial statements.

In April 2009, the FASB issued authoritative guidance requiring disclosures in interim reporting periods concerning the fair value of financial instruments that were previously only required in the annual financial statements. We adopted the provisions of this guidance for our interim period ending June 30, 2009. The adoption of this guidance did not have a material impact on our results of operations or financial position, but did require additional disclosures in our financial statements.

In April 2009, the FASB issued authoritative guidance that redefines what constitutes an other-than-temporary impairment, defines credit and non-credit components of an other-than-temporary impairment, prescribes their financial statement treatment, and requires enhanced disclosures relating to such impairments. We adopted this guidance for our interim period ending June 30, 2009. The adoption of this guidance did not have a material impact on our results of operations or financial position, but did require additional disclosures in our financial statements.

In May 2009, the FASB issued authoritative guidance which establishes general standards of accounting for and disclosure of events that occur after the balance sheet date but before financial statements are issued. This guidance was effective for all interim and annual reporting periods ending after June 15, 2009. This guidance has not and is not expected to result in significant changes in the subsequent events that we report, either through recognition or disclosure, in our financial statements.

In June 2009, the FASB issued authoritative guidance to amend the manner in which entities evaluate whether consolidation is required for variable interest entities (VIE). Previously, variable interest holders were required to determine whether they had a controlling financial interest in a VIE based on a quantitative analysis of the expected gains and/or losses of the entity. The new guidance requires an enterprise with a variable interest in a VIE to qualitatively assess whether it has a controlling financial interest in the entity, and if so, whether it is the primary beneficiary. This guidance also requires that companies continually evaluate VIEs for consolidation, rather than assessing whether consolidation is required based upon the occurrence of triggering events. This guidance enhances disclosures to provide financial statement users with greater transparency about transfers of financial assets and a transferor's continuing involvement with transferred financial assets. This guidance will be effective for the first annual reporting period beginning after November 15, 2009. This guidance is not expected to materially impact our results of operations, financial position or related disclosures.

In June 2009, the FASB issued authoritative guidance which replaced the previous hierarchy of U.S. GAAP and establishes the FASB Codification as the single source of authoritative U.S. GAAP recognized by the FASB to be applied by nongovernmental entities. This guidance is effective for financial statements issued for interim and annual periods ending after September 15, 2009. This guidance did not materially impact our results of operations or financial position, but did require changes to our disclosures in our financial statements.

In July 2009, the FASB issued authoritative guidance to improve the consistency with which companies apply fair value measurements guidance to liabilities. This guidance is effective for interim and annual periods beginning after September 30, 2009. This guidance is not expected to materially impact our results of operations, financial position or related disclosures.

In October 2009, the FASB issued authoritative guidance that amends existing guidance for identifying separate deliverables in a revenue-generating transaction where multiple deliverables exist, and provides guidance for measuring and allocating revenue to one or more units of accounting. In addition, the FASB issued authoritative guidance on arrangements that include software elements. Under this guidance, tangible products containing software components and non-software components that are essential to the functionality of the tangible product will no longer be within the scope of the software revenue recognition guidance. This guidance is effective using the prospective application or the retrospective application for revenue arrangements entered into or materially modified in fiscal years beginning on or after June 15, 2010 with earlier application permitted. We are currently assessing the impacts adoption of this guidance may have on our financial statements.

In January 2010, the FASB issued authoritative guidance that amends the disclosure requirements related to recurring and nonrecurring fair value measurements. This guidance requires new disclosures on the transfers of assets and liabilities between Level 1 (assets and liabilities measured using observable inputs such as quoted prices in active markets) and Level 2 (assets and liabilities measured using inputs other than quoted prices in active markets that are either directly or indirectly observable) of the fair value measurement hierarchy, including the amount and reason of the transfers. Additionally, this guidance requires a roll forward of activities on purchases, sales, issuance, and settlements of the assets and liabilities measured using significant unobservable inputs (Level 3 fair value measurements). This guidance is effective for interim and annual reporting periods beginning after December 15, 2009, with the exception of the additional disclosure for Level 3 assets and liabilities, which is effective for fiscal years beginning after December 15, 2010, and for interim periods within those fiscal years. This guidance is not expected to materially impact our results of operations or financial position, but will require changes to our disclosures in our interim and annual financial statements.

Item 7A. Quantitative and Qualitative Disclosures About Market Risk

We provide information, marketing and analytic services to the commercial real estate and related business community in the U.S., U.K. and France. Our functional currency for our operations in the U.K. and France is the local currency. As such, fluctuations in the British Pound and Euro may have an impact on our business, results of operations and financial position. For the year ended December 31, 2009, revenue denominated in foreign currencies was approximately 9.1% of total revenue. For the year ended December 31, 2009, our revenue would have decreased by approximately \$1.9 million if the U.S. dollar exchange rate used strengthened by 10%. In addition, we have assets and liabilities denominated in foreign currencies. A 10% strengthening of the U.S. dollar exchange rate against all currencies with which we have exposure at December 31, 2009 would have resulted in an increase of approximately \$210,000 in the carrying amount of net assets. For the year ended December 31, 2009, our revenue would have increased by approximately \$1.9 million if the U.S. dollar exchange rate used weakened by 10%. In addition, we have assets and liabilities denominated in foreign currencies. A 10% weakening of the U.S. dollar exchange rate against all currencies with which we have exposure at December 31, 2009 would have resulted in a decrease of approximately \$210,000 in the carrying amount of net assets. We currently do not use financial instruments to hedge our exposure to exchange rate fluctuations with respect to our foreign subsidiaries. We may seek to enter hedging transactions in the future to reduce our exposure to exchange rate fluctuations, but we may be unable to enter into hedging transactions successfully, on acceptable terms or at all. As of December 31, 2009, accumulated other comprehensive loss included a loss from foreign currency translation adjustments of approximately \$4.9 million.

We do not have material exposure to market risks associated with changes in interest rates related to cash equivalent securities held as of December 31, 2009. As of December 31, 2009, we had \$226.0 million of cash, cash equivalents and short-term investments. If there is an increase or decrease in interest rates, there will be a corresponding increase or decrease in the amount of interest earned on our cash, cash equivalents and short-term investments. Based on our ability to access our cash, cash equivalents and short-term investments, and our expected operating cash flows, we do not believe that increases or decreases in interest rates will impact our ability to operate our business in the foreseeable future.

Included within our long-term investments are investments in mostly AAA rated student loan ARS. These securities are primarily securities supported by guarantees from the FFELP of the U.S. Department of Education. As of December 31, 2009, auctions for \$32.8 million of our investments in auction rate securities failed. As a result, we may not be able to sell these investments at par value until a future auction on these investments is successful. In the event we need to immediately liquidate these investments, we may have to locate a buyer outside the auction process, who may be unwilling to purchase the investments at par, resulting in a loss. Based on an assessment of fair value of these investments in ARS as of December 31, 2009, we determined that there was a decline in the fair value of our ARS investments of approximately \$3.0 million, which was deemed to be a temporary impairment and recorded as an unrealized loss in accumulated other comprehensive loss in stockholders' equity. If the issuers are unable to successfully close future auctions and their credit ratings deteriorate, we may be required to adjust the carrying value of these investments as a temporary impairment and recognize a greater unrealized loss in accumulated other comprehensive loss or as an other-than-temporary impairment charge to earnings. Based on our ability to access our cash, cash equivalents and short-term investments, and our expected operating cash flows, we do not anticipate having to sell these securities below par value in order to operate our business in the foreseeable future. See Note 2 to the consolidated financial statements for further discussion.

We have approximately \$103.7 million in intangible assets as of December 31, 2009. As of December 31, 2009, we believe our intangible assets will be recoverable, however, changes in the economy, the business in which we operate and our own relative performance could change the assumptions used to evaluate intangible asset recoverability. In the event that we determine that an asset has been impaired, we would recognize an impairment charge equal to the amount by which the carrying amount of the assets exceeds the fair value of the asset. We continue to monitor these assumptions and their effect on the estimated recoverability of our intangible assets.

Item 8. Financial Statements and Supplementary Data

Financial Statements meeting the requirements of Regulation S-X are set forth beginning at page F-1. Supplementary data is set forth in “Management’s Discussion and Analysis of Financial Condition and Results of Operations” under the caption “Consolidated Results of Operations.”

Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure

None.

Item 9A. Controls and Procedures

We maintain disclosure controls and procedures that are designed to ensure that information required to be disclosed in our reports filed or submitted under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the Securities and Exchange Commission’s rules and forms, and that such information is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate, to allow for timely decisions regarding required disclosure. In designing and evaluating the disclosure controls and procedures, management recognized that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives, and management is required to apply its judgment in evaluating the cost-benefit relationship of possible controls and procedures.

As of December 31, 2009, we carried out an evaluation, under the supervision and with the participation of our management, including our Chief Executive Officer and our Chief Financial Officer, of the effectiveness of the design and operation of our disclosure controls and procedures. Based on the foregoing, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were effective and were operating at the reasonable assurance level.

Management’s Report on Internal Control over Financial Reporting

Management of CoStar is responsible for establishing and maintaining adequate internal control over financial reporting and for the assessment of the effectiveness of internal control over financial reporting. As defined by the Securities and Exchange Commission, internal control over financial reporting is a process designed by, or supervised by, the Company’s principal executive and principal financial officers, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements in accordance with generally accepted accounting principles.

The Company’s internal control over financial reporting is supported by written policies and procedures, that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the Company’s assets; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the Company are being made only in accordance with authorizations of the Company’s management and directors; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of the Company’s assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In connection with the preparation of the Company’s annual financial statements, management of the Company has undertaken an assessment of the effectiveness of the Company’s internal control over financial reporting as of December 31, 2009 based on criteria established in Internal Control – Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (“the COSO Framework”). Management’s assessment included an evaluation of the design of the Company’s internal control over financial reporting and testing of the operational effectiveness of the Company’s internal control over financial reporting.

Based on this assessment, management did not identify any material weakness in the Company's internal control, and management has concluded that the Company's internal control over financial reporting was effective as of December 31, 2009.

Ernst & Young, LLP, the independent registered public accounting firm that audited the Company's financial statements included in this report, has issued an attestation report on the effectiveness of internal control over financial reporting, a copy of which is included in this Annual Report on Form 10-K.

There have been no changes in our internal control over financial reporting during our most recent fiscal quarter that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Item 9B. Other Information.

None.

PART III

Item 10. Directors, Executive Officers and Corporate Governance

The information required by this Item is incorporated by reference to our Proxy Statement for our 2010 annual meeting of stockholders.

Item 11. Executive Compensation

The information required by this Item is incorporated by reference to our Proxy Statement for our 2010 annual meeting of stockholders.

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters

The information required by this Item is incorporated by reference to our Proxy Statement for our 2010 annual meeting of stockholders.

Item 13. Certain Relationships and Related Transactions, and Director Independence

The information required by this Item is incorporated by reference to our Proxy Statement for our 2010 annual meeting of stockholders.

Item 14. Principal Accountant Fees and Services

The information required by this Item is incorporated by reference to our Proxy Statement for our 2010 annual meeting of stockholders.

PART IV

Item 15. Exhibits and Financial Statement Schedules

(a)(1) The following financial statements are filed as a part of this report: CoStar Group, Inc. Consolidated Financial Statements.

(a)(2) Financial statement schedules:

Schedule II – Valuation and Qualifying Accounts

Years Ended December 31, 2009, 2008, and 2007 (in thousands):

	Balance at Beginning of Year	Charged to Expense	Write-offs, Net of Recoveries	Balance at End of Year
Allowance for doubtful accounts and billing adjustments ⁽¹⁾				
Year ended December 31, 2009	\$ 3,213	\$ 4,172	\$ 4,522	\$ 2,863
Year ended December 31, 2008	\$ 2,959	\$ 4,042	\$ 3,788	\$ 3,213
Year ended December 31, 2007	\$ 1,966	\$ 2,464	\$ 1,471	\$ 2,959

⁽¹⁾ Additions to the allowance for doubtful accounts are charged to bad debt expense. Additions to the allowance for billing adjustments are charged against revenues.

Additional financial statement schedules are omitted because they are not applicable or not required or because the required information is incorporated herein by reference or included in the financial statements or related notes included elsewhere in this report.

(a)(3) The documents required to be filed as exhibits to this Report under Item 601 of Regulation S-K are listed in the Exhibit Index included elsewhere in this report, which list is incorporated herein by reference.

SIGNATURES

Pursuant to the requirements of Section 13 of the Securities Act of 1934, as amended, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Bethesda, State of Maryland, on the 25th day of February 2010.

COSTAR GROUP, INC.

By: /s/ Andrew C. Florance
Andrew C. Florance
President and Chief Executive Officer

KNOW ALL PERSONS BY THESE PRESENTS, that each individual whose signature appears below constitutes and appoints Andrew C. Florance and Brian J. Radecki, and each of them individually, as their true and lawful attorneys-in-fact and agents, with full power of substitution, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments to this report, and to file the same, with all exhibits thereto and to all documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as he might or could do in person, herein by ratifying and confirming all that said attorneys-in-fact and agents or any of them, or his or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1934, as amended, this report has been signed by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

<u>Signature</u>	<u>Capacity</u>	<u>Date</u>
<u>/s/ Michael R. Klein</u> Michael R. Klein	Chairman of the Board	February 25, 2010
<u>/s/ Andrew C. Florance</u> Andrew C. Florance	Chief Executive Officer and President and a Director (Principal Executive Officer)	February 25, 2010
<u>/s/ Brian J. Radecki</u> Brian J. Radecki	Chief Financial Officer (Principal Financial and Accounting Officer)	February 25, 2010
<u>/s/ David Bonderman</u> David Bonderman	Director	February 25, 2010
<u>/s/ Warren H. Haber</u> Warren H. Haber	Director	February 25, 2010
<u>/s/ Josiah O. Low, III</u> Josiah O. Low, III	Director	February 25, 2010
<u>/s/ Christopher Nassetta</u> Christopher Nassetta	Director	February 25, 2010
<u>/s/ Michael Glosserman</u> Michael Glosserman	Director	February 25, 2010

INDEX TO EXHIBITS

Exhibit No.	Description
2.1	Offer Document by CoStar Limited for the share capital of Focus Information Limited (Incorporated by reference to Exhibit 2.1 to Amendment No. 2 to the Registration Statement on Form S-3 of the Registrant (Reg. No. 333-106769) filed with the Commission on August 14, 2003).
3.1	Restated Certificate of Incorporation (Incorporated by reference to Exhibit 3.1 the Registration Statement on Form S-1 of the Registrant (Reg. No. 333-47953) filed with the Commission on March 13, 1998 (the "1998 Form S-1")).
3.2	Certificate of Amendment of Restated Certificate of Incorporation (Incorporated by reference to Exhibit 3.1 to the Registrant's Report on Form 10-Q for the quarter ended June 30, 1999).
3.3	Amended and Restated By-Laws (Incorporated by reference to Exhibit 3.3 to the Registrant's Report on Form 10-K for the year ended December 31, 2008).
4.1	Specimen Common Stock Certificate (Incorporated by reference to Exhibit 4.1 to the Registrant's Report on Form 10-K for the year ended December 31, 1999).
*10.1	CoStar Group, Inc. 1998 Stock Incentive Plan, as amended (Incorporated by reference to Exhibit 10.1 to the Registrant's Report on Form 10-Q for the quarter ended September 30, 2005).
*10.2	CoStar Group, Inc. 2007 Stock Incentive Plan, as amended (Incorporated by reference to Exhibit 10.2 to the Registrant's Report on Form 10-K for the year ended December 31, 2008).
*10.3	CoStar Group, Inc. 2007 Stock Incentive Plan French Sub-Plan (Incorporated by reference to Exhibit 10.3 to the Registrant's Report on Form 10-K for the year ended December 31, 2007).
*10.4	Form of Stock Option Agreement between the Registrant and certain of its officers, directors and employees (Incorporated by reference to Exhibit 10.8 to the Registrant's Report on Form 10-K for the year ended December 31, 2004).
*10.5	Form of Stock Option Agreement between the Registrant and Andrew C. Florance (Incorporated by reference to Exhibit 10.8.1 to the Registrant's Report on Form 10-K for the year ended December 31, 2004).
*10.6	Form of Restricted Stock Agreement between the Registrant and certain of its officers, directors and employees (Incorporated by reference to Exhibit 10.9 to the Registrant's Report on Form 10-K for the year ended December 31, 2004).
*10.7	Form of 2007 Plan Restricted Stock Grant Agreement between the Registrant and certain of its officers, directors and employees (Incorporated by reference to Exhibit 99.1 to the Registrant's Report on Form 8-K filed June 22, 2007).
*10.8	Form of 2007 Plan Incentive Stock Option Grant Agreement between the Registrant and certain of its officers and employees (Incorporated by reference to Exhibit 10.8 to the Registrant's Report on Form 10-K for the year ended December 31, 2008).
*10.9	Form of 2007 Plan Incentive Stock Option Grant Agreement between the Registrant and Andrew C. Florance (Incorporated by reference to Exhibit 10.9 to the Registrant's Report on Form 10-K for the year ended December 31, 2008).
*10.10	Form of 2007 Plan Nonqualified Stock Option Grant Agreement between the Registrant and certain of its officers and employees (Incorporated by reference to Exhibit 10.10 to the Registrant's Report on Form 10-K for the year ended December 31, 2008).
*10.11	Form of 2007 Plan Nonqualified Stock Option Grant Agreement between the Registrant and certain of its directors (Incorporated by reference to Exhibit 10.11 to the Registrant's Report on Form 10-K for the year ended December 31, 2008).
*10.12	Form of 2007 Plan Nonqualified Stock Option Grant Agreement between the Registrant and Andrew C. Florance (Incorporated by reference to Exhibit 10.12 to the Registrant's Report on Form 10-K for the year ended December 31, 2008).
*10.13	Form of 2007 Plan French Sub-Plan Restricted Stock Agreement between the Registrant and certain of its employees (Incorporated by reference to Exhibit 10.10 to the Registrant's Report on Form 10-K for the year ended December 31, 2007).
*10.14	CoStar Group, Inc. Employee Stock Purchase Plan (Incorporated by reference to Exhibit 10.1 to the Registrant's Quarterly Report on Form 10-Q for the quarter ended June 30, 2006).
*10.15	Employment Agreement for Andrew C. Florance (Incorporated by reference to Exhibit 10.2 to Amendment No. 1 to the Registration Statement on Form S-1 of the Registrant (Reg. No. 333-47953) filed with the Commission on April 27, 1998).

INDEX TO EXHIBITS ³/₄ (Continued)

Exhibit No.	Description
*10.16	First Amendment to Andrew C. Florance Employment Agreement, effective January 1, 2009 (Incorporated by reference to Exhibit 10.16 to the Registrant's Report on Form 10-K for the year ended December 31, 2008).
*10.17	Executive Service Contract dated February 16, 2007, between Property Investment Exchange Limited and Paul Marples (Incorporated by reference to Exhibit 10.14 to the Registrant's Report on Form 10-K for the year ended December 31, 2007).
*10.18	Form of Indemnification Agreement between the Registrant and each of its officers and directors (Incorporated by reference to Exhibit 10.1 to the Registrant's Report on Form 10-Q for the quarter ended March 31, 2004).
10.19	Office Lease, dated August 12, 1999, between CoStar Realty Information, Inc. and Newlands Building Ventures, LLC (Incorporated by reference to Exhibit 10.2 to the Registrant's Report on Form 10-Q for the quarter ended September 30, 1999).
10.20	Office Sublease, dated June 14, 2002, between CoStar Realty Information, Inc., CoStar Group, Inc. and Gateway, Inc. (Incorporated by reference to Exhibit 10.2 to the Registrant's Report on Form 10-Q for the quarter ended June 30, 2002).
10.21	Exercise of option to extend lease term and sublease amendment, dated February 22, 2007 between Gateway, Inc. and CoStar Realty Information, Inc. and CoStar Group, Inc. (Incorporated by reference to Exhibit 10.11 to the Registrant's Report on Form 10-K for the year ended December 31, 2006).
10.22	Addendum No. 3 to Office Lease, dated as of May 12, 2004, between Newlands Building Venture, LLC, and CoStar Realty Information, Inc. (Incorporated by reference to Exhibit 10.1 to the Registrant's Report on Form 10-Q for the quarter ended June 30, 2004).
10.23	Office Lease, dated as of February 23, 2005, between CoStar Realty Information, Inc. and Crestpointe III, LLC. (Incorporated by reference to Exhibit 10.13 to the Registrant's Report on Form 10-K for the year ended December 31, 2004).
10.24	Office Lease Agreement, dated March 16, 2007, between Corporate Place I Business Trust and CoStar Group, Inc. (Incorporated by reference to Exhibit 10.2 to the Registrant's Report on Form 10-Q for the quarter ended March 31, 2007).
10.25	Agreement for Lease among Nokia U.K. Limited, Focus Information Limited and CoStar Group, Inc., dated November 23, 2007 (Incorporated by reference to Exhibit 10.22 to the Registrant's Report on Form 10-K for the year ended December 31, 2007).
10.26	Agreement for Lease between CoStar UK Limited and Wells Fargo & Company, dated August 25, 2009 (filed herewith).
10.27	Addendum No. 5 to Office Lease, dated as of October 23, 2009, between Newlands Building Venture, LLC, and CoStar Realty Information, Inc. (filed herewith).
10.28	Sub-Underlease between CoStar UK Limited and Wells Fargo & Company, dated November 18, 2009 (filed herewith).
10.29	Contract for Sale and Purchase between Focus Information Limited and Trafigura Limited, dated September 14, 2007 (Incorporated by reference to Exhibit 10.1 to the Registrant's Report on Form 10-Q for the quarter ended September 30, 2007).
21.1	Subsidiaries of the Registrant (filed herewith).
23.1	Consent of Ernst & Young LLP, Independent Registered Public Accounting Firm (filed herewith).
31.1	Certification of Principal Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 (filed herewith).
31.2	Certification of Principal Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 (filed herewith).
32.1	Certification of Principal Executive Officer pursuant to 18 U.S.C. Sec. 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (filed herewith).
32.2	Certification of Principal Financial Officer pursuant to 18 U.S.C. Sec. 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (filed herewith).

* Management Contract or Compensatory Plan or Arrangement.

COSTAR GROUP, INC.

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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The Board of Directors and Shareholders of CoStar Group, Inc.

We have audited the accompanying consolidated balance sheets of CoStar Group, Inc. as of December 31, 2009 and 2008, and the related consolidated statements of operations, stockholders' equity and cash flows for each of the three years in the period ended December 31, 2009. Our audits also included the financial statement schedule listed in the Index at Item 15(a). The financial statements and schedule are the responsibility of the Company's management. Our responsibility is to express an opinion on the financial statements and schedule based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of CoStar Group, Inc. at December 31, 2009 and 2008, and the consolidated results of its operations and its cash flows for each of the three years in the period ended December 31, 2009 in conformity U.S generally accepted accounting principles. Also, in our opinion, the related financial statement schedule, when considered in relation to the basic financial statements taken as a whole, present fairly in all material respects the information set forth therein.

As also discussed in Note 9 to the consolidated financial statements, under the heading Income Taxes, the Company adopted FASB authoritative guidance regarding Accounting for Uncertainty in Income Taxes effective January 1, 2007.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), CoStar's internal control over financial reporting as of December 31, 2009, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated February 25, 2010 expressed.

/s/ Ernst & Young LLP

McLean, Virginia

February 25, 2010

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The Board of Directors and Shareholders of CoStar Group, Inc.

We have audited CoStar Group, Inc.'s ("CoStar") internal control over financial reporting as of December 31, 2009, based on criteria established in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (the COSO criteria). CoStar's management is responsible for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the company's internal control over financial reporting based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, CoStar maintained, in all material respects, effective internal control over financial reporting as of December 31, 2009, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated balance sheets as of December 31, 2009 and 2008 and the related consolidated statements of operations, stockholders' equity and cash flows for each of the three years in the period ended December 31, 2009 of CoStar Group, Inc. and our report dated February 25, 2010 expressed an unqualified opinion thereon.

/s/ Ernst & Young LLP

McLean, Virginia

February 25, 2010

COSTAR GROUP, INC.
CONSOLIDATED STATEMENTS OF OPERATIONS
(in thousands, except per share data)

	Year Ended December 31,		
	2007	2008	2009
Revenues	\$ 192,805	\$ 212,428	\$ 209,659
Cost of revenues	76,704	73,408	73,714
Gross margin	116,101	139,020	135,945
Operating expenses:			
Selling and marketing	51,777	41,705	42,508
Software development	12,453	12,759	13,942
General and administrative	36,569	39,888	44,248
Gain on lease settlement, net	(7,613)	¾	¾
Purchase amortization	5,063	4,880	3,412
	98,249	99,232	104,110
Income from operations	17,852	39,788	31,835
Interest income, net	8,045	4,914	1,253
Income before income taxes	25,897	44,702	33,088
Income tax expense, net	9,946	20,079	14,395
Net income	\$ 15,951	\$ 24,623	\$ 18,693
Net income per share ¾ basic	\$ 0.84	\$ 1.27	\$ 0.95
Net income per share ¾ diluted	\$ 0.82	\$ 1.26	\$ 0.94
Weighted average outstanding shares ¾ basic	19,044	19,372	19,780
Weighted average outstanding shares ¾ diluted	19,404	19,550	19,925

See accompanying notes.

COSTAR GROUP, INC.
CONSOLIDATED BALANCE SHEETS
(in thousands except per share data)

ASSETS	December 31,	
	2008	2009
Current assets:		
Cash and cash equivalents	\$ 159,982	\$ 205,786
Short-term investments	35,268	20,188
Accounts receivable, less allowance for doubtful accounts of approximately \$3,213 and \$2,863 as of December 31, 2008 and 2009, respectively	12,294	12,855
Deferred income taxes, net	2,036	3,450
Prepaid expenses and other current assets	2,903	5,128
Total current assets	212,483	247,407
Long-term investments	29,340	29,724
Deferred income taxes, net	3,392	1,978
Property and equipment, net	16,876	19,162
Goodwill	54,328	80,321
Intangibles and other assets, net	16,421	23,390
Deposits and other assets	1,544	2,597
Total assets	\$ 334,384	\$ 404,579
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	\$ 1,636	\$ 3,667
Accrued wages and commissions	7,217	9,696
Accrued expenses	7,754	14,167
Income taxes payable	1,907	¾
Deferred revenue	9,442	14,840
Deferred rent	1,180	1,377
Total current liabilities	29,136	43,747
Deferred income taxes, net	132	¾
Income taxes payable	1,695	1,826
Commitments and contingencies	¾	¾
Stockholders' equity:		
Preferred stock, \$0.01 par value; 2,000 shares authorized; none outstanding	¾	¾
Common stock, \$0.01 par value; 30,000 shares authorized; 19,733 and 20,617 issued and outstanding as of December 31, 2008 and 2009, respectively	197	206
Additional paid-in capital	333,983	364,635
Accumulated other comprehensive loss	(13,796)	(7,565)
Retained earnings (accumulated deficit)	(16,963)	1,730
Total stockholders' equity	303,421	359,006
Total liabilities and stockholders' equity	\$ 334,384	\$ 404,579

See accompanying notes.

COSTAR GROUP, INC.
CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY
(in thousands)

	<u>Comprehensive Income</u>	<u>Common Stock</u>		<u>Additional Paid-In Capital</u>	<u>Accumulated Other Comprehensive Income (Loss)</u>	<u>Retained Earnings (Accumulated Deficit)</u>	<u>Total Stockholders' Equity</u>
		<u>Shares</u>	<u>Amount</u>				
Balance at December 31, 2006		19,081	\$ 191	\$ 302,936	\$ 4,520	\$ (57,537)	\$ 250,110
Tax benefit adjustment		¾	¾	26	¾	¾	26
Balance at January 1, 2007		19,081	191	302,962	4,520	(57,537)	250,136
Net income	15,951	¾	¾	¾	¾	15,951	15,951
Foreign currency translation adjustment	873	¾	¾	¾	873	¾	873
Net unrealized gain on investments	233	¾	¾	¾	233	¾	233
Comprehensive income	<u>\$ 17,057</u>						
Exercise of stock options		289	3	8,127	¾	¾	8,130
Restricted stock grants		131	1	(1)	¾	¾	¾
Restricted stock grants surrendered		(58)	¾	(635)	¾	¾	(635)
Consideration for Propex		22	¾	1,010	¾	¾	1,010
Stock compensation expense, net of forfeitures		¾	¾	5,399	¾	¾	5,399
ESPP		9	¾	448	¾	¾	448
Excess tax benefit for exercised stock options		¾	¾	260	¾	¾	260
Balance at December 31, 2007		19,474	195	317,570	5,626	(41,586)	281,805
Net income	24,623	¾	¾	¾	¾	24,623	24,623
Foreign currency translation adjustment	(14,061)	¾	¾	¾	(14,061)	¾	(14,061)
Net unrealized loss on investments	(5,361)	¾	¾	¾	(5,361)	¾	(5,361)
Comprehensive income	<u>\$ 5,201</u>						
Exercise of stock options		198	2	6,555	¾	¾	6,557
Restricted stock grants		102	1	¾	¾	¾	1
Restricted stock grants surrendered		(49)	(1)	(695)	¾	¾	(696)
Stock compensation expense, net of forfeitures		¾	¾	4,907	¾	¾	4,907
ESPP		8	¾	329	¾	¾	329
Excess tax benefit for exercised stock options		¾	¾	5,317	¾	¾	5,317
Balance at December 31, 2008		19,733	197	333,983	(13,796)	(16,963)	303,421
Net income	18,693	¾	¾	¾	¾	18,693	18,693
Foreign currency translation adjustment	3,671	¾	¾	¾	3,671	¾	3,671
Net unrealized gain on investments	2,560	¾	¾	¾	2,560	¾	2,560
Comprehensive income	<u>\$ 24,924</u>						
Exercise of stock options		85	¾	2,232	¾	¾	2,232
Restricted stock grants		237	2	¾	¾	¾	2
Restricted stock grants surrendered		(44)	¾	(672)	¾	¾	(672)
Stock compensation		¾	¾	6,438	¾	¾	6,438

expense, net of
forfeitures

ESPP	7	¾	230	¾	¾	230
Consideration for PPR	573	6	20,897	¾	¾	20,903
Consideration for Resolve Technology	26	1	1,124	¾	¾	1,125
Excess tax benefit for exercised stock options	¾	¾	403	¾	¾	403
Balance at December 31, 2009	<u>20,617</u>	<u>\$ 206</u>	<u>\$ 364,635</u>	<u>\$ (7,565)</u>	<u>\$ 1,730</u>	<u>359,006</u>

See accompanying notes.

COSTAR GROUP, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS
(in thousands)

	Year Ended December 31,		
	2007	2008	2009
Operating activities:			
Net income	\$ 15,951	\$ 24,623	\$ 18,693
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation	7,778	8,360	7,583
Amortization	8,369	8,441	7,093
Deferred income tax expense, net	9,946	2,148	(2,428)
Provision for losses on accounts receivable	2,464	4,042	4,172
Excess tax benefit from stock options	(260)	(5,317)	(403)
Stock-based compensation expense	5,440	4,940	6,460
Leasehold write-off	¾	¾	603
Changes in operating assets and liabilities, net of acquisitions:			
Accounts receivable	(2,944)	(6,196)	(1,610)
Interest receivable	(67)	533	97
Prepaid expenses and other current assets	(755)	1,464	(1,521)
Deposits and other assets	(670)	652	(1,013)
Accounts payable and other liabilities	6,981	(3,044)	2,655
Deferred revenue	(501)	262	(812)
Net cash provided by operating activities	51,732	40,908	39,569
Investing activities:			
Purchases of investments	(116,609)	(4,839)	¾
Sales of investments	107,286	63,949	17,159
Purchases of property and equipment and other assets	(14,271)	(3,656)	(10,544)
Acquisitions, net of cash acquired	(16,737)	(3,024)	(3,207)
Net cash (used in) provided by investing activities	(40,331)	52,430	3,408
Financing activities:			
Excess tax benefit from stock options	260	5,317	403
Repurchase of restricted stock to satisfy tax withholding obligations	(635)	(695)	(672)
Proceeds from exercise of stock options	8,536	6,853	2,441
Net cash provided by financing activities	8,161	11,475	2,172
Effect of foreign currency exchange rates on cash and cash equivalents	64	(2,616)	655
Net increase in cash and cash equivalents	19,626	102,197	45,804
Cash and cash equivalents at beginning of year	38,159	57,785	159,982
Cash and cash equivalents at end of year	\$ 57,785	\$ 159,982	\$ 205,786

See accompanying notes.

COSTAR GROUP, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

December 31, 2009

1. ORGANIZATION

CoStar Group, Inc. (the "Company") has created a comprehensive, proprietary database of commercial real estate information covering the United States, as well as parts of the United Kingdom and France. Based on its unique database, the Company provides information, marketing and analytic services to the commercial real estate and related business community and operates within two segments, U.S. and International. The Company's information, marketing and analytic services are typically distributed to its clients under subscription-based license agreements, which typically have a minimum term of one year and renew automatically.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The consolidated financial statements include the accounts of the Company and its wholly owned subsidiaries. All significant intercompany balances and transactions have been eliminated in consolidation. Accounting policies are consistent for each operating segment.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles ("GAAP") in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from those estimates.

Reclassifications

Certain previously reported amounts on the consolidated statements of cash flows have been reclassified to conform to the Company's current presentation.

Revenue Recognition

The Company primarily derives revenues from providing access to its proprietary database of commercial real estate information. The Company generally charges a fixed monthly amount for its subscription-based services. Subscription contract rates are based on the number of sites, number of users, organization size, the client's business focus and the number of services to which a client subscribes. Subscription-based license agreements typically have a minimum term of one year and renew automatically.

Revenue is recognized when (1) there is persuasive evidence of an arrangement, (2) the fee is fixed and determinable, (3) services have been rendered and payment has been contractually earned and (4) collectability is reasonably assured.

Revenues from subscription-based services are recognized on a straight-line basis over the term of the agreement. Deferred revenue results from advance cash receipts from customers or amounts billed in advance to customers from the sales of subscription licenses and is recognized over the term of the license agreement.

Cost of Revenues

Cost of revenues principally consists of salaries and related expenses for the Company's researchers who collect and analyze the commercial real estate data that is the basis for the Company's information, marketing and analytic services. Additionally, cost of revenues includes the cost of data from third party data sources, which is expensed as incurred, and the amortization of database technology.

COSTAR GROUP, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS ¾ (CONTINUED)

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES ¾ (CONTINUED)

Significant Customers

No single customer accounted for more than 5% of the Company's revenues for each of the years ended December 31, 2007, 2008 and 2009.

Foreign Currency Translation

The Company's functional currency in its foreign locations is the local currency. Assets and liabilities are translated into U.S. dollars as of the balance sheet date. Revenues, expenses, gains and losses are translated at the average exchange rates in effect during each period. Gains and losses resulting from translation are included in accumulated other comprehensive income (loss). Net gains or losses resulting from foreign currency exchange transactions are included in the consolidated statements of operations. There were no material gains or losses from foreign currency exchange transactions for the years ended December 31, 2009 and 2008.

Accumulated Other Comprehensive Loss

The components of accumulated other comprehensive loss were as follows (in thousands):

	Year Ended December 31,	
	2008	2009
Foreign currency translation adjustment	\$ (8,521)	\$ (4,850)
Accumulated net unrealized loss on investments, net of tax	(5,275)	(2,715)
Total accumulated other comprehensive loss	<u>\$ (13,796)</u>	<u>\$ (7,565)</u>

Advertising Costs

The Company expenses advertising costs as incurred. Advertising expenses were approximately \$2.3 million, \$2.8 million and \$3.3 million for the years ended December 31, 2007, 2008 and 2009, respectively.

Income Taxes

Deferred income taxes result from temporary differences between the tax basis of assets and liabilities and the basis reported in the Company's consolidated financial statements. Deferred tax liabilities and assets are determined based on the difference between the financial statement and the tax basis of assets and liabilities using enacted rates expected to be in effect during the year in which the differences reverse. Valuation allowances are provided against assets, including net operating losses, if it is anticipated that some or all of an asset may not be realized through future taxable earnings or implementation of tax planning strategies.

Net Income Per Share

Net income per share is computed by dividing net income by the weighted average number of common shares outstanding during the period on a basic and diluted basis. The Company's potentially dilutive securities include stock options and restricted stock. Diluted net income per share considers the impact of potentially dilutive securities except in periods in which there is a net loss, as the inclusion of the potential common shares would have an anti-dilutive effect.

Stock-Based Compensation

Equity instruments issued in exchange for employee services are accounted for using a fair-value based method and the fair value of such equity instruments is recognized as expense in the consolidated statements of operations.

COSTAR GROUP, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS ¾ (CONTINUED)

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES ¾ (CONTINUED)

Stock-Based Compensation ¾ (Continued)

Stock-based compensation cost is measured at the grant date of the share-based awards based on their fair values, and is recognized on a straight line basis as expense over the vesting periods of the awards, net of an estimated forfeiture rate.

Cash flows resulting from excess tax benefits are classified as part of cash flows from operating and financing activities. Excess tax benefits represent tax benefits related to stock based compensation in excess of the associated deferred tax asset for such equity compensation. Net cash proceeds from the exercise of stock options were approximately \$8.5 million; \$6.9 million and \$2.4 million for the years ended December 31, 2007, 2008 and 2009, respectively. There were approximately \$260,000, \$5.3 million and \$403,000 of excess tax benefits realized from stock option exercises for the years ended December 31, 2007, 2008 and 2009.

Stock-based compensation expense for stock options, restricted stock and the employee stock purchase plan included in the Company's results of operations for the years ended December 31, was as follows (in thousands):

	Year Ended December 31,		
	2007	2008	2009
Cost of revenues	\$ 926	\$ 547	\$ 888
Selling and marketing	1,118	400	1,125
Software development	340	423	588
General and administrative	3,056	3,570	3,859
Total	\$ 5,440	\$ 4,940	\$ 6,460

Cash and Cash Equivalents

The Company considers all highly liquid investments purchased with an original maturity of three months or less to be cash equivalents. Cash equivalents consist of money market fund investments and U.S. Government Securities. As of December 31, 2008 and 2009, cash of approximately \$518,000 and \$519,000, respectively, was held to support letters of credit for security deposits.

Investments

The Company determines the appropriate classification of debt and equity investments at the time of purchase and reevaluates such designation as of each balance sheet date. The Company considers all of its investments to be available-for-sale. Short-term investments consist of commercial paper, government/federal notes and bonds and corporate obligations with maturities greater than 90 days at the time of purchase. Available-for-sale short-term investments with contractual maturities beyond one year are classified as current in the Company's consolidated balance sheets because they represent the investment of cash that is available for current operations. Long-term investments consist of auction rate securities. Investments are carried at fair market value.

Concentration of Credit Risk and Financial Instruments

The Company performs ongoing credit evaluations of its customers' financial condition and generally does not require that its customers' obligations to the Company be secured. The Company maintains reserves for credit losses, and such losses have been within management's expectations. The large size and widespread nature of the Company's customer base and lack of dependence on individual customers mitigate the risk of nonpayment of the Company's accounts receivable. The carrying amount of the accounts receivable approximates the net realizable value. The carrying value of the Company's financial instruments including cash and cash equivalents, short-term investments, long-term investments, accounts receivable, accounts payable, and accrued expenses approximates fair value.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES ¾ (CONTINUED)

Allowance for Doubtful Accounts

The allowance for doubtful accounts is based on the Company's assessment of the collectability of customer accounts. The Company regularly reviews the allowance by considering factors such as historical experience, the aging of the balances, and current economic conditions that may affect a customer's ability to pay.

Property and Equipment

Property and equipment are stated at cost. All repairs and maintenance costs are expensed as incurred. Depreciation and amortization are calculated on a straight-line basis over the following estimated useful lives of the assets:

Leasehold improvements	Shorter of lease term or useful life
Furniture and office equipment	Five to seven years
Research vehicles	Five years
Computer hardware and software	Two to five years

Qualifying internal-use software costs incurred during the application development stage, which consist primarily of outside services and purchased software license costs, are capitalized and amortized over the estimated useful life of the asset. All other costs are expensed as incurred.

Goodwill, Intangibles and Other Assets

Goodwill represents the excess of costs over the fair value of assets of businesses acquired. Goodwill and intangible assets acquired in a purchase business combination and determined to have an indefinite useful life are not amortized, but instead tested for impairment at least annually by reporting unit. The Company's operating segments, U.S. and International, are the reporting units tested for potential impairment. The goodwill impairment test is a two-step process. The first step is to determine the fair value of each reporting unit. The estimate of the fair value of each reporting unit is based on a projected discounted cash flow model that includes significant assumptions and estimates including the Company's future financial performance and a weighted average cost of capital. The fair value of each reporting unit is compared to the carrying amount of the reporting unit. If the carrying value of the reporting unit exceeds the fair value, then the second step of the process is performed to measure the impairment loss. The impairment loss is measured based on a projected discounted cash flow method using a discount rate determined by the Company's management to be commensurate with the risk in its current business model.

Intangible assets with estimable useful lives that arose from acquisitions on or after July 1, 2001, are amortized over their respective estimated useful lives using a method of amortization that reflects the pattern in which the economic benefits of the intangible assets are consumed or otherwise used up, and reviewed for impairment.

Acquired database technology, customer base and trade names and other are related to the Company's acquisitions (See Notes 3, 7 and 8). Acquired database technology and trade names and other are amortized on a straight-line basis over periods ranging from two to ten years. The acquired intangible asset characterized as customer base consists of one distinct intangible asset composed of acquired customer contracts and the related customer relationships. Acquired customer bases that arose from acquisitions prior to July 1, 2001 are amortized on a straight-line basis principally over a period of ten years. Acquired customer bases that arose from acquisitions on or after July 1, 2001 are amortized on a 125% declining balance method over ten years. The cost of capitalized building photography is amortized on a straight-line basis over five years.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES ¾ (CONTINUED)

Long-Lived Assets

Long-lived assets, such as property, plant, and equipment, and purchased intangibles subject to amortization, are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to estimate undiscounted future cash flows expected to be generated by the asset or asset group. If the carrying amount of an asset exceeds its estimated future cash flows, an impairment charge is recognized by the amount for which the carrying amount of the asset exceeds the fair value of the asset.

Assets to be disposed of would be separately presented in the balance sheet and reported at the lower of the carrying amount or fair value less costs to sell, and would no longer be depreciated. The assets and liabilities of a disposed group classified as held for sale would be presented separately in the appropriate asset and liability sections of the balance sheet.

Recent Accounting Pronouncements

In February 2007, the FASB issued authoritative guidance on the fair value option for financial assets and financial liabilities, which permits entities to choose to measure many financial instruments and certain other items at fair value that are not currently required to be measured at fair value. This guidance is effective for fiscal years beginning on or after December 31, 2007. The Company adopted this guidance on January 1, 2008 and has not elected to apply the fair value option to any of its financial instruments. The adoption of this guidance did not have a material impact on the Company's results of operations or financial position.

In December 2007, the FASB issued authoritative guidance on business combinations, which changes the accounting for any business combination the Company enters into with an acquisition date after December 31, 2008. Under this guidance, an acquiring entity is required to recognize all the assets acquired and liabilities assumed in a transaction at the acquisition date fair value with limited exceptions. This guidance changes the accounting treatment and disclosure for certain specific items in a business combination. The Company adopted this guidance on January 1, 2009 and has recorded assets acquired and liabilities assumed at fair value.

In December 2007, the FASB issued authoritative guidance on non-controlling interest, which establishes new accounting and reporting standards for the non-controlling interest in a subsidiary and for the deconsolidation of a subsidiary. This guidance is effective for fiscal years beginning on or after December 15, 2008. The Company adopted this guidance on January 1, 2009. The adoption of this guidance did not have a material impact on the Company's results of operations or financial position.

In April 2008, the FASB issued authoritative guidance on existing intangibles or expected future cash flows from those intangibles, which is effective for all fiscal years and interim periods beginning after December 15, 2008. Early adoption of this guidance is not permitted. This guidance requires additional footnote disclosures about the impact of the Company's ability or intent to renew or extend agreements related to existing intangibles or expected future cash flows from those intangibles, how the Company accounts for costs incurred to renew or extend such agreements, the time until the next renewal or extension period by asset class, and the amount of renewal or extension costs capitalized, if any. For any intangibles acquired after December 31, 2008, this guidance requires that the Company consider its experience regarding renewal and extensions of similar arrangements in determining the useful life of such intangibles. If the Company does not have experience with similar arrangements, this guidance requires that the Company use the assumptions of a market participant putting the intangible to its highest and best use in determining the useful life. The Company adopted this guidance on January 1, 2009. The adoption of this guidance did not have a material impact on the Company's results of operations or financial position.

COSTAR GROUP, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS ¾ (CONTINUED)

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES ¾ (CONTINUED)

Recent Accounting Pronouncements¾ (Continued)

In June 2008, the FASB issued authoritative guidance related to determining whether instruments granted in share-based payment transactions are participating securities. This guidance clarifies that unvested share-based payment awards with a right to receive non-forfeitable dividends are participating securities. This guidance is effective for all annual and interim periods beginning after December 15, 2008. Adoption of this standard will require the two-class method of calculating basic earnings per share to the extent that unvested share-based payments have the right to receive non-forfeitable dividends. The Company adopted this guidance on January 1, 2009. The adoption of this guidance did not have a material impact on the Company's results of operations or financial position.

In April 2009, the FASB issued authoritative guidance related to the initial recognition, measurement and subsequent accounting for assets and liabilities arising from pre-acquisition contingencies in a business combination. It requires that such assets acquired or liabilities assumed be initially recognized at fair value at the acquisition date if fair value can be determined during the measurement period. When fair value cannot be determined, companies should typically account for the acquired contingencies using existing guidance. This guidance requires that companies expense acquisition and deal-related costs that were previously allowed to be capitalized. This guidance also requires that a systematic and rational basis for subsequently measuring and accounting for the assets or liabilities be developed depending on their nature. This guidance was effective for contingent assets or liabilities arising from business combinations with an acquisition date on or after January 1, 2009. The adoption of this guidance changes the accounting treatment and disclosure for certain specific items in a business combination with an acquisition date subsequent to December 31, 2008. The Company adopted this guidance on January 1, 2009, and expensed acquisition and deal-related costs of approximately \$700,000 associated primarily with the acquisitions of Property and Portfolio Research, Inc. ("PPR") and Resolve Technology, Inc. ("Resolve Technology").

In April 2009, the FASB issued authoritative guidance for determining whether a market is active or inactive, and whether a transaction is distressed. This guidance is applicable to all assets and liabilities (financial and non-financial) and will require enhanced disclosures. The Company adopted this guidance for its interim period ending June 30, 2009. The adoption of this guidance did not have a material impact on the Company's results of operations or financial position, but did require additional disclosures in the Company's financial statements.

In April 2009, the FASB issued authoritative guidance requiring disclosures in interim reporting periods concerning the fair value of financial instruments that were previously only required in the annual financial statements. The Company adopted the provisions of this guidance for the interim period ending June 30, 2009. The adoption of this guidance did not have a material impact on the Company's results of operations or financial position, but did require additional disclosures in the Company's financial statements.

In April 2009, the FASB issued authoritative guidance that redefines what constitutes an other-than-temporary impairment, defines credit and non-credit components of an other-than-temporary impairment, prescribes their financial statement treatment, and requires enhanced disclosures relating to such impairments. The Company adopted this guidance for the interim period ending June 30, 2009. The adoption of this guidance did not have a material impact on the Company's results of operations or financial position, but did require additional disclosures in the Company's financial statements.

In May 2009, the FASB issued authoritative guidance which establishes general standards of accounting for and disclosure of events that occur after the balance sheet date but before financial statements are issued. This guidance was effective for all interim and annual reporting periods ending after June 15, 2009. This guidance has not and is not expected to result in significant changes in the subsequent events that the Company reports, either through recognition or disclosure, in its financial statements.

COSTAR GROUP, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS ¾ (CONTINUED)

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES ¾ (CONTINUED)

Recent Accounting Pronouncements¾ (Continued)

In June 2009, the FASB issued authoritative guidance to amend the manner in which entities evaluate whether consolidation is required for variable interest entities (VIE). Previously, variable interest holders were required to determine whether they had a controlling financial interest in a VIE based on a quantitative analysis of the expected gains and/or losses of the entity. The new guidance requires an enterprise with a variable interest in a VIE to qualitatively assess whether it has a controlling financial interest in the entity, and if so, whether it is the primary beneficiary. This guidance also requires that companies continually evaluate VIEs for consolidation, rather than assessing whether consolidation is required based upon the occurrence of triggering events. This guidance enhances disclosures to provide financial statement users with greater transparency about transfers of financial assets and a transferor's continuing involvement with transferred financial assets. This guidance will be effective for the first annual reporting period beginning after November 15, 2009. This guidance is not expected to materially impact the Company's results of operations, financial position or related disclosures.

In June 2009, the FASB issued authoritative guidance which replaced the previous hierarchy of U.S. GAAP and establishes the FASB Codification as the single source of authoritative U.S. GAAP recognized by the FASB to be applied by nongovernmental entities. This guidance is effective for financial statements issued for interim and annual periods ending after September 15, 2009. This guidance did not materially impact the Company's results of operations or financial position, but did require changes to the disclosures in the Company's financial statements.

In July 2009, the FASB issued authoritative guidance to improve the consistency with which companies apply fair value measurements guidance to liabilities. This guidance is effective for interim and annual periods beginning after September 30, 2009. This guidance is not expected to materially impact the Company's results of operations, financial position or related disclosures.

In October 2009, the FASB issued authoritative guidance that amends existing guidance for identifying separate deliverables in a revenue-generating transaction where multiple deliverables exist, and provides guidance for measuring and allocating revenue to one or more units of accounting. In addition, the FASB issued authoritative guidance on arrangements that include software elements. Under this guidance, tangible products containing software components and non-software components that are essential to the functionality of the tangible product will no longer be within the scope of the software revenue recognition guidance. This guidance is effective using the prospective application or the retrospective application for revenue arrangements entered into or materially modified in fiscal years beginning on or after June 15, 2010 with earlier application permitted. The Company is currently assessing the impacts adoption of this guidance may have on its financial statements.

In January 2010, the FASB issued authoritative guidance that amends the disclosure requirements related to recurring and nonrecurring fair value measurements. This guidance requires new disclosures on the transfers of assets and liabilities between Level 1 (assets and liabilities measured using observable inputs such as quoted prices in active markets) and Level 2 (assets and liabilities measured using inputs other than quoted prices in active markets that are either directly or indirectly observable) of the fair value measurement hierarchy, including the amount and reason of the transfers. Additionally, this guidance requires a roll forward of activities on purchases, sales, issuance, and settlements of the assets and liabilities measured using significant unobservable inputs (Level 3 fair value measurements). This guidance is effective for interim and annual reporting periods beginning after December 15, 2009, with the exception of the additional disclosure for Level 3 assets and liabilities, which is effective for fiscal years beginning after December 15, 2010, and for interim periods within those fiscal years. This guidance is not expected to materially impact the Company's results of operations or financial position, but will require changes to the disclosures in its interim and annual financial statements.

COSTAR GROUP, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS ¾ (CONTINUED)

3. ACQUISITIONS

On April 1, 2008, the Company acquired certain assets of First CLS, Inc. (doing business as the Dorey Companies and DoreyPRO), an Atlanta-based provider of local commercial real estate information for \$3.0 million in initial cash consideration and deferred consideration of \$1.7 million paid during the third quarter of 2009.

On July 17, 2009, the Company acquired all of the issued and outstanding equity securities of PPR, and its wholly owned subsidiary Property and Portfolio Research Ltd., providers of real estate analysis, market forecasts and credit risk analytics to the commercial real estate industry. The Company acquired PPR from DMG Information, Inc. ("DMGI") in exchange for 572,999 shares of CoStar common stock, which had an aggregate value of approximately \$20.9 million as of the closing date. On July 17, 2009, 433,667 shares of the Company's common stock were issued to DMGI, and the remaining 139,332 shares were issued to DMGI on September 28, 2009 after taking into account post-closing purchase price adjustments. The purchase accounting is preliminary and is subject to change upon completion of the purchase accounting.

The purchase price for the PPR acquisition was allocated as follows (in thousands):

Working capital	\$ (5,479)
Acquired trade names and other	810
Acquired customer base	5,300
Acquired database technology	3,700
Goodwill	16,572
Total purchase consideration	<u>\$ 20,903</u>

On October 19, 2009, the Company acquired all of the outstanding capital stock of Resolve Technology, a Delaware corporation, for approximately \$4.5 million, consisting of approximately \$3.4 million in cash and 25,886 shares, or approximately \$1.1 million, of CoStar common stock, which shares are subject to a three-year lockup. Additionally, the seller may be entitled to receive (i) a potential deferred cash payout two years after closing based on the incremental growth of Resolve Technology's revenue, and (ii) other potential deferred cash payouts for successful completion of operational and sales milestones during the period from closing through June 30, 2013, which period may be subject to extension to a date no later than December 31, 2014. The purchase accounting is preliminary and is subject to change upon completion of the purchase accounting.

The purchase price for the Resolve acquisition was allocated as follows (in thousands):

Purchase price in cash and stock	\$ 4,499
Deferred consideration	3,052
Total purchase consideration	<u>\$ 7,551</u>
Working capital	\$ (550)
Acquired trade names and other	430
Acquired customer base	890
Acquired database technology	1,200
Goodwill	5,581
Total purchase consideration	<u>\$ 7,551</u>

COSTAR GROUP, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS ¾ (CONTINUED)

3. ACQUISITIONS ¾ (CONTINUED)

These acquisitions were accounted for using purchase accounting. The purchase price for the First CLS, Inc. acquisition was primarily allocated to acquired customer base and goodwill. For each of the PPR and Resolve Technology acquisitions, the purchase price was allocated to various working capital accounts, developed technology, customer base, trademarks, non-competition agreements and goodwill. The acquired customer base for the acquisitions, which consists of one distinct intangible asset for each acquisition and is composed of acquired customer contracts and the related customer relationships, is being amortized on a 125% declining balance method over ten years. The identified intangibles will be amortized over their estimated useful lives. Goodwill for these acquisitions will not be amortized, but is subject to annual impairment tests. Goodwill is comprised of acquired workforce. The results of operations of First CLS, Inc., PPR, and Resolve Technology have been consolidated with those of the Company since the respective dates of the acquisitions and are not considered material to the Company's consolidated financial statements. Accordingly, pro forma financial information has not been presented for any of the acquisitions.

4. INVESTMENTS

The Company determines the appropriate classification of debt and equity investments at the time of purchase and reevaluates such designation as of each balance sheet date. The Company considers all of its investments to be available-for-sale. Short-term investments consist of commercial paper, government/federal notes and bonds and corporate obligations with maturities greater than 90 days at the time of purchase. Available-for-sale short-term investments with contractual maturities beyond one year are classified as current in the Company's consolidated balance sheets because they represent the investment of cash that is available for current operations. Long-term investments consist of auction rate securities. Investments are carried at fair market value.

Scheduled maturities of investments classified as available-for-sale as of December 31, 2009 are as follows (in thousands):

Maturity	Fair Value
Due in:	
2010	\$ 3,072
2011-2014	16,634
2015-2019	106
2020 and thereafter	30,100
Available-for-sale investments	<u>\$ 49,912</u>

The realized gains on the Company's investments for the years ended December 31, 2008 and 2009 were approximately \$329,000 and \$4,000, respectively. The realized losses on the Company's investments for the years ended December 31, 2008 and 2009 were approximately \$489,000 and \$5,000, respectively.

Unrealized holding gains and losses, net of the related tax effect, on available-for-sale securities are excluded from earnings and are reported as a separate component of accumulated other comprehensive income (loss) in stockholders' equity until realized. Realized gains and losses from the sale of available-for-sale securities are determined on a specific-identification basis. A decline in market value of any available-for-sale security below cost that is deemed to be other than temporary results in a reduction in carrying amount to fair value. The impairment is charged to earnings and a new cost basis for the security is established. Dividend and interest income are recognized when earned.

COSTAR GROUP, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS ¾ (CONTINUED)

4. INVESTMENTS ¾ (CONTINUED)

As of December 31, 2009, the amortized cost basis and fair value of investments classified as available-for-sale are as follows (in thousands):

	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
Collateralized debt obligations	\$ 12,987	\$ 5	\$ (14)	\$ 12,978
Corporate debt securities	6,396	331	¾	6,727
Residential mortgage-backed securities	394	¾	(7)	387
Government-sponsored enterprise obligations	97	¾	(1)	96
Auction rate securities	32,750	¾	(3,026)	29,724
Available-for-sale investments	<u>\$ 52,624</u>	<u>\$ 336</u>	<u>\$ (3,048)</u>	<u>\$ 49,912</u>

The unrealized losses on the Company's investments as of December 31, 2008 and 2009 were generated primarily from changes in interest rates. The losses are considered temporary, as the contractual terms of these investments do not permit the issuer to settle the security at a price less than the amortized cost of the investment. Because the Company does not intend to sell these instruments and it is not more likely than not that the Company will be required to sell these instruments prior to anticipated recovery, which may be maturity, it does not consider these investments to be other-than-temporarily impaired as of December 31, 2008 and 2009. See Note 5 to the consolidated financial statements for further discussion on the fair value of the Company's financial assets.

The components of the investments in an unrealized loss position for more than twelve months consists of the following (in thousands):

	December 31,			
	2008		2009	
	Aggregate Fair Value	Gross Unrealized Losses	Aggregate Fair Value	Gross Unrealized Losses
Collateralized debt obligations	\$ 19,151	\$ (1,323)	\$ 7,578	\$ (14)
Corporate debt securities	2,558	(156)	¾	¾
Residential mortgage-backed securities	427	(15)	387	(7)
Government-sponsored enterprise obligations	¾	¾	96	(1)
Auction rate securities	¾	¾	29,724	(3,026)
	<u>\$ 22,136</u>	<u>\$ (1,494)</u>	<u>\$ 37,785</u>	<u>\$ (3,048)</u>

The components of the investments in an unrealized loss position for less than twelve months consists of the following (in thousands):

	December 31,			
	2008		2009	
	Aggregate Fair Value	Gross Unrealized Losses	Aggregate Fair Value	Gross Unrealized Losses
Collateralized debt obligations	\$ 3,022	\$ (84)	\$ ¾	\$ ¾
Corporate debt securities	3,807	(268)	¾	¾
Residential mortgage-backed securities	36	(1)	¾	¾
Government-sponsored enterprise obligations	130	(14)	¾	¾
Auction rate securities	29,340	(3,710)	¾	¾
	<u>\$ 36,335</u>	<u>\$ (4,077)</u>	<u>\$ ¾</u>	<u>\$ ¾</u>

COSTAR GROUP, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS ¾ (CONTINUED)

4. INVESTMENTS ¾ (CONTINUED)

The gross unrealized gains on the Company's investments as of December 31, 2008 and 2009 were approximately \$128,000 and \$336,000, respectively.

5. FAIR VALUE

In September 2006, the FASB issued authoritative guidance which defines fair value, establishes a framework for measuring fair value in accordance with GAAP and expands disclosures about fair value measurements. The Company adopted this guidance as of January 1, 2008 for financial instruments. Although the adoption of the guidance did not materially impact its financial position, results of operations, or cash flow, the Company is now required to provide additional disclosures as part of its financial statements.

There is a three-tier fair value hierarchy, which categorizes the inputs used in measuring fair value. These tiers include: Level 1, defined as observable inputs such as quoted prices in active markets; Level 2, defined as inputs other than quoted prices in active markets that are either directly or indirectly observable; and Level 3, defined as unobservable inputs in which little or no market data exists, therefore requiring an entity to develop its own assumptions.

The following table represents the Company's fair value hierarchy for its financial assets (cash, cash equivalents and investments) and liabilities measured at fair value on a recurring basis as of December 31, 2009 (in thousands):

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Assets:				
Cash	\$ 38,721	\$ ¾	\$ ¾	\$ 38,721
Money market funds	167,065	¾	¾	167,065
Collateralized debt obligations	¾	12,978	¾	12,978
Corporate debt securities	¾	6,727	¾	6,727
Residential mortgage-backed securities	¾	387	¾	387
Government-sponsored enterprise obligations	¾	96	¾	96
Auction rate securities	¾	¾	29,724	29,724
Total assets measured at fair value	<u>\$ 205,786</u>	<u>\$ 20,188</u>	<u>\$ 29,724</u>	<u>\$ 255,698</u>
Liabilities:				
Deferred consideration	\$ ¾	\$ ¾	\$ 3,082	\$ 3,082
Total liabilities measured at fair value	<u>\$ ¾</u>	<u>\$ ¾</u>	<u>\$ 3,082</u>	<u>\$ 3,082</u>

The Company's Level 2 assets consist of collateralized debt obligations, corporate debt securities, residential mortgage-backed securities and government-sponsored enterprise obligations, which do not have directly observable quoted prices in active markets. The Company's Level 2 assets are valued using matrix pricing.

The Company's Level 3 assets consist of auction rate securities ("ARS"), whose underlying assets are primarily student loan securities supported by guarantees from the Federal Family Education Loan Program ("FFELP") of the U.S. Department of Education.

COSTAR GROUP, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS ¾ (CONTINUED)

5. FAIR VALUE ¾ (CONTINUED)

The following table summarizes changes in fair value of the Company's Level 3 assets from December 31, 2007 to December 31, 2009 (in thousands):

	Auction Rate Securities
Balance at December 31, 2007	\$ 53,975
Unrealized loss included in other comprehensive loss	(3,710)
Net settlements	(20,925)
Balance at December 31, 2008	\$ 29,340
Unrealized gain included in other comprehensive loss	684
Net settlements	(300)
Balance at December 31, 2009	<u>\$ 29,724</u>

ARS are variable rate debt instruments whose interest rates are reset approximately every 28 days. The underlying securities have contractual maturities greater than twenty years. The ARS are recorded at fair value.

As of December 31, 2009, the Company held ARS with \$32.8 million par value, all of which failed to settle at auction. The majority of these investments are of high credit quality with AAA credit ratings and are primarily student loan securities supported by guarantees from the FFELP of the U.S. Department of Education. The Company may not be able to liquidate and fully recover the carrying value of the ARS in the near term. As a result, these securities are classified as long-term investments in the Company's consolidated balance sheet as of December 31, 2009.

While the Company continues to earn interest on its ARS investments at the contractual rate, these investments are not currently trading and therefore do not currently have a readily determinable market value. Accordingly, the estimated fair value of the ARS no longer approximates par value. The Company has used a discounted cash flow model to determine the estimated fair value of its investment in ARS as of December 31, 2009. The assumptions used in preparing the discounted cash flow model include estimates for interest rates, credit spreads, timing and amount of cash flows, liquidity risk premiums, expected holding periods, and default risk. Based on this assessment of fair value, as of December 31, 2009, the Company determined there was a decline in the fair value of its ARS investments of approximately \$3.0 million. The decline was deemed to be a temporary impairment and recorded as an unrealized loss in accumulated other comprehensive loss in stockholders' equity. In addition, while a majority of the ARS are currently rated AAA, if the issuers are unable to successfully close future auctions and their credit ratings deteriorate, the Company may be required to record additional unrealized losses in accumulated other comprehensive loss or an other-than-temporary impairment charge to earnings on these investments.

The Company's Level 3 liabilities consist of a \$3.1 million liability for deferred consideration related to the October 19, 2009 acquisition of Resolve Technology. The deferred consideration is for (i) a potential deferred cash payout two years after closing based on the incremental growth of Resolve Technology's revenue, and (ii) other potential deferred cash payouts for successful completion of operational and sales milestones during the period from closing through June 30, 2013, which period may be subject to extension to a date no later than December 31, 2014.

The following table summarizes changes in fair value of the Company's Level 3 liabilities from December 31, 2008 to December 31, 2009 (in thousands):

	Deferred Consideration
Balance at December 31, 2008	\$ ¾
Deferred consideration upon acquisition	3,052
Accretion for 2009	30
Balance at December 31, 2009	<u>\$ 3,082</u>

COSTAR GROUP, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS ¾ (CONTINUED)

5. FAIR VALUE ¾ (CONTINUED)

The Company has used a discounted cash flow model to determine the estimated fair value of its Level 3 liabilities as of December 31, 2009. The significant assumptions used in preparing the discounted cash flow model include the discount rate, estimates for future incremental revenue growth and probabilities for completion of operational and sales milestones.

6. PROPERTY AND EQUIPMENT

Property and equipment consists of the following (in thousands):

	December 31,	
	2008	2009
Leasehold improvements	\$ 7,808	\$ 10,333
Furniture, office equipment and research vehicles	19,305	20,279
Computer hardware and software	27,938	28,259
	55,051	58,871
Accumulated depreciation and amortization	(38,175)	(39,709)
Property and equipment, net	<u>\$ 16,876</u>	<u>\$ 19,162</u>

7. GOODWILL

The changes in the carrying amount of goodwill by operating segment consist of the following (in thousands):

	United States	International	Total
Goodwill, December 31, 2007	\$ 30,428	\$ 31,426	\$ 61,854
Acquisitions	1,119	¾	1,119
Effect of foreign currency translation	¾	(8,645)	(8,645)
Goodwill, December 31, 2008	31,547	22,781	54,328
Acquisitions	23,858	¾	23,858
Effect of foreign currency translation	¾	2,280	2,280
Purchase accounting adjustment	(145)	¾	(145)
Goodwill, December 31, 2009	<u>\$ 55,260</u>	<u>\$ 25,061</u>	<u>\$ 80,321</u>

The Company recorded goodwill of approximately \$1.1 million in connection with the First CLS, Inc. acquisition in April 2008, which was decreased by \$145,000 in 2009, upon completion of purchase accounting. Approximately \$1.7 million in additional goodwill was recorded in connection with the First CLS, Inc. acquisition as a result of the payment of deferred consideration of \$1.7 million in August 2009. The Company recorded goodwill of approximately \$16.6 million in connection with the July 2009 acquisition of PPR. Initially in July 2009, the Company had recorded \$12.1 million in goodwill for the PPR acquisition, that was increased by \$4.5 million in December 2009 upon completion of the Company's review of the income tax attributes and deferred taxes related to the PPR purchase accounting. The Company recorded goodwill of approximately \$5.6 million in connection with the Resolve Technology acquisition in October 2009.

During the fourth quarters of 2008 and 2009, the Company completed the annual impairment test of goodwill and concluded that goodwill was not impaired.

COSTAR GROUP, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS ¾ (CONTINUED)

8. INTANGIBLES AND OTHER ASSETS

Intangibles and other assets consist of the following (in thousands, except amortization period data):

	December 31,		Weighted- Average Amortization Period (in years)
	2008	2009	
Building photography	\$ 11,011	\$ 11,504	5
Accumulated amortization	(7,711)	(9,089)	
Building photography, net	<u>3,300</u>	<u>2,415</u>	
Acquired database technology	20,711	25,790	4
Accumulated amortization	(20,361)	(21,144)	
Acquired database technology, net	<u>350</u>	<u>4,646</u>	
Acquired customer base	48,198	55,770	10
Accumulated amortization	(37,192)	(41,208)	
Acquired customer base, net	<u>11,006</u>	<u>14,562</u>	
Acquired trade names and other	7,744	9,755	7
Accumulated amortization	(5,979)	(7,988)	
Acquired trade names and other, net	<u>1,765</u>	<u>1,767</u>	
Intangibles and other assets, net	<u>\$ 16,421</u>	<u>\$ 23,390</u>	

Amortization expense for intangibles and other assets was approximately \$8.4 million for the years ended December 31, 2007 and 2008, respectively and \$7.1 million for the year ended December 31, 2009.

In the aggregate, amortization for intangibles and other assets existing as of December 31, 2009 for future periods is expected to be approximately \$3.8 million, \$3.4 million, \$3.3 million, \$2.3 million and \$1.8 million for the years ending December 31, 2010, 2011, 2012, 2013 and 2014, respectively.

COSTAR GROUP, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS ¾ (CONTINUED)

9. INCOME TAXES

The components of the provision (benefit) for income taxes attributable to operations consist of the following (in thousands):

	Year Ended December 31,		
	2007	2008	2009
Current:			
Federal	\$ 574	\$ 18,289	\$ 15,194
State	821	3,842	1,593
Foreign	¾	¾	26
Total current	1,395	22,131	16,813
Deferred:			
Federal	9,716	(408)	(2,097)
State	72	(52)	(199)
Foreign	(1,237)	(1,592)	(122)
Total deferred	8,551	(2,052)	(2,418)
Total provision for income taxes	\$ 9,946	\$ 20,079	\$ 14,395

The components of deferred tax assets and liabilities consists of the following (in thousands):

	December 31,	
	2008	2009
Deferred tax assets:		
Reserve for bad debts	\$ 928	\$ 1,093
Accrued compensation	2,144	3,156
Stock compensation	2,115	3,168
Net operating losses	3,077	2,985
Accrued reserve	¾	238
Capital loss carryovers	345	348
Unrealized loss on securities	2,088	1,076
Other liabilities	1,401	317
Total deferred tax assets	12,098	12,381
Deferred tax liabilities:		
Prepays	(522)	(638)
Depreciation	(626)	(587)
Intangibles	(2,607)	(2,743)
Total deferred tax liabilities	(3,755)	(3,968)
Net deferred tax asset	8,343	8,413
Valuation allowance	(3,047)	(2,985)
Net deferred taxes	\$ 5,296	\$ 5,428

The net long-term deferred tax liability shown on the balance sheet includes deferred tax liabilities and assets related to the international operations of the Company.

COSTAR GROUP, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS ¾ (CONTINUED)

9. INCOME TAXES ¾ (CONTINUED)

For the years ended December 31, 2008 and 2009, a valuation allowance has been established for certain deferred tax assets due to the uncertainty of realization. The Company's change in valuation allowance was an increase of approximately \$3.0 million for the year ended December 31, 2008 and a decrease of approximately \$62,000 for the year ended December 31, 2009. The decrease for the year ended December 31, 2009 is primarily due to the decrease in unrealized losses on securities, which was offset by an increase in the valuation allowance for foreign loss carryforwards. The valuation allowance for the deferred tax asset for unrealized losses has been recorded as an adjustment to accumulated other comprehensive loss. The valuation allowance for the years ended December 31, 2008 and 2009 also includes an allowance for capital loss carryforwards and for state net operating loss carryforwards.

For the year ended December 31, 2009, the Company had income of approximately \$39.0 million subject to applicable U.S. federal and state income tax laws and a loss of approximately \$5.9 million subject to applicable international tax laws.

The Company's provision for income taxes resulted in effective tax rates that varied from the statutory federal income tax rate as follows (in thousands):

	Year Ended December 31,		
	2007	2008	2009
Expected federal income tax provision at statutory rate	\$ 8,805	\$ 15,646	\$ 11,581
State income taxes, net of federal benefit	841	2,505	1,778
Foreign income taxes, net effect	156	497	347
Stock compensation	146	87	300
(Decrease) increase in valuation allowance	(274)	1,023	1,446
Disregarded entity election	¾	¾	(1,477)
Other adjustments	272	321	420
Income tax expense, net	<u>\$ 9,946</u>	<u>\$ 20,079</u>	<u>\$ 14,395</u>

The Company paid approximately \$1.1 million, \$13.4 million, and \$19.4 million in income taxes for the years ended December 31, 2007, 2008 and 2009, respectively.

The Company has net operating loss carryforwards for international income tax purposes of approximately \$12.6 million, which do not expire.

The Company adopted FASB authoritative guidance for uncertain income tax positions on January 1, 2007. As a result of the implementation of this guidance, the Company recognized no material adjustment in the liability for unrecognized income tax benefits. At the adoption date of January 1, 2007, the Company had \$217,000 of unrecognized tax benefits, all of which would favorably affect the effective tax rate if recognized in future periods, and \$52,000 of accrued penalties and \$47,000 of accrued interest. The Company's continuing practice is to recognize interest and penalties related to income tax matters in income tax expense.

The following tables summarize the activity related to the Company's unrecognized tax benefits (in thousands):

Unrecognized tax benefit as of January 1, 2007	\$ 217
Increase for current year tax positions	44
Decrease for prior year tax positions	(6)
Expiration of the statute of limitation for assessment of taxes	(22)
Unrecognized tax benefit as of December 31, 2007	<u>\$ 233</u>

COSTAR GROUP, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS ¾ (CONTINUED)

9. INCOME TAXES ¾ (CONTINUED)

Unrecognized tax benefit as of December 31, 2007	\$ 233
Increase for current year tax positions	1,451
Decrease for prior year tax positions	(9)
Expiration of the statute of limitation for assessment of taxes	(117)
Unrecognized tax benefit as of December 31, 2008	1,558
Increase for current year tax positions	69
Increase for prior year tax positions	257
Expiration of the statute of limitation for assessment of taxes	(28)
Unrecognized tax benefit as of December 31, 2009	\$ 1,856

Approximately \$217,000 and \$142,000 of the unrecognized tax benefit as of December 31, 2009, and 2008, respectively, would favorably affect the annual effective tax rate, if recognized in future periods. During 2009, the Company recognized approximately \$(10,000) of interest and \$20,000 of penalties, and had total accruals of approximately \$164,000 for interest and \$54,000 for penalties as of December 31, 2009. During 2008, the Company recognized approximately \$145,000 of interest and \$9,000 of penalties, and had total accruals of approximately \$173,000 for interest and \$34,000 for penalties as of December 31, 2008. The Company does not anticipate the amount of the unrecognized tax benefits to change significantly over the next twelve months.

The Company's federal and state income tax returns for tax years 2006 through 2008 remain open to examination. The Company's U.K. income tax returns for tax years 2003 through 2008 remain open to examination.

10. GAIN ON LEASE SETTLEMENT, NET

On September 14, 2007, CoStar Limited, a wholly owned U.K. subsidiary of CoStar, entered into an agreement with Trafigura Limited to assign to Trafigura the leasehold interest in the office space located in London. The lease assignment was completed on December 19, 2007. As a result, CoStar U.K. was paid approximately \$7.6 million, net of expenses, for the assignment of the lease. The expenses associated with the lease settlement included legal, moving and the disposal of assets.

11. COMMITMENTS AND CONTINGENCIES

The Company leases office facilities and office equipment under various noncancelable-operating leases. The leases contain various renewal options. Rent expense for the years ended December 31, 2007, 2008 and 2009 was approximately \$8.1 million, \$8.0 million and \$9.1 million, respectively.

Future minimum lease payments as of December 31, 2009 are as follows (in thousands):

2010	\$ 10,530
2011	6,840
2012	4,911
2013	2,410
2014	651
2015 and thereafter	883
	\$ 26,225

11. COMMITMENTS AND CONTINGENCIES $\frac{3}{4}$ (CONTINUED)

The Company and its wholly owned subsidiary CoStar U.K. Limited are defendants in legal proceedings filed in England by Nokia U.K. Limited (“Nokia”) related to obligations under an agreement to sublease certain office space from Nokia. Nokia served its complaint upon the Company in September 2009, and the litigation is in its very early stages. If there is a trial, it is not expected to occur until October 2010. The Company has filed a response asserting that Nokia’s claim is without merit. The Company intends to defend itself vigorously against Nokia’s claim. Since the outcome of these legal proceedings is uncertain at this time and because Nokia has requested equitable relief as an alternative to financial relief, the Company cannot estimate the amount of liability, if any, that could result from an adverse resolution of this matter.

On December 23, 2008, the Company initiated a Financial Industry Regulatory Authority (“FINRA”) arbitration against Credit Suisse First Boston (“CSFB”) related to CSFB’s purchase of auction rate securities for the Company’s account. An arbitration hearing was originally scheduled to begin during the week beginning December 7, 2009, but was rescheduled at the request of CSFB and is now set to begin on March 8, 2010. The Company expects to receive a ruling on its claim during the second quarter of 2010. Since the outcome of this legal proceeding is uncertain at this time, the Company cannot estimate the amount of gain or loss, if any, that could result from the resolution of this matter.

On December 8, 2009, a former employee filed a lawsuit against the Company in the United States District Court for the Southern District of California alleging violations of the Fair Labor Standards Act and California state wage-and-hour laws and seeking unspecified damages under those laws. The complaint also seeks to declare a class of all similarly situated employees to pursue similar claims. The Company believes that the lawsuit is meritless and intends to defend itself vigorously against these claims and any certification of class status. Nevertheless, because the lawsuit is in its early stages, the outcome of the claim is uncertain at this time and the Company cannot estimate the amount of liability, if any, that could result from an adverse resolution of this matter.

In December 2009, the Company and LoopNet, Inc. settled all pending litigation between the companies. No monetary consideration was involved in the settlement.

Currently, and from time to time, the Company is involved in litigation incidental to the conduct of its business. In accordance with GAAP, the Company records a provision for a liability when it is both probable that a liability has been incurred and the amount can be reasonably estimated. At the present time, while it is reasonably possible that an unfavorable outcome may occur as a result of the Company’s current litigation, management has concluded that it is not probable that a loss has been incurred in connection with the Company’s current litigation. In addition, the Company is unable to estimate the possible loss or range of loss that could result from an unfavorable outcome in the Company’s current litigation and accordingly, the Company has not recognized any liability in the consolidated financial statements for unfavorable results, if any. Legal defense costs are expensed as incurred.

COSTAR GROUP, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (CONTINUED)

12. SEGMENT REPORTING

Due to the increased size, complexity, and funding requirements associated with the Company's international expansion, in 2007 the Company began to manage the business geographically in two operating segments, with the primary areas of measurement and decision-making being the U.S. and International, which includes the U.K. and France. The Company's subscription-based information services, consisting primarily of CoStar Property Professional®, CoStar Tenant®, CoStar COMPS Professional®, and FOCUS™ services, currently generate more than 95% of the Company's total revenues. CoStar Property Professional, CoStar Tenant, and CoStar COMPS Professional are generally sold as a suite of similar services and comprise the Company's primary service offering in the U.S. operating segment. FOCUS is the Company's primary service offering in the International operating segment. Management relies on an internal management reporting process that provides revenue and segment EBITDA, which is the Company's net income before interest, income taxes, depreciation and amortization. Management believes that segment EBITDA is an appropriate measure for evaluating the operational performance of our segments. EBITDA is used by management to internally measure operating and management performance and to evaluate the performance of the business. However, this measure should be considered in addition to, not as a substitute for or superior to, income from operations or other measures of financial performance prepared in accordance with GAAP.

Summarized information by segment was as follows (in thousands):

	Year Ended December 31,		
	2007	2008	2009
Revenues			
United States	\$ 170,298	\$ 190,075	\$ 191,556
International			
External customers	22,507	22,353	18,103
Intersegment revenue	<u>34</u>	<u>34</u>	<u>898</u>
Total international revenue	22,507	22,353	19,001
Intersegment eliminations	<u>34</u>	<u>34</u>	<u>(898)</u>
Total revenues	<u>\$ 192,805</u>	<u>\$ 212,428</u>	<u>\$ 209,659</u>
EBITDA			
United States	\$ 32,872	\$ 58,813	\$ 47,697
International	<u>1,127</u>	<u>(2,224)</u>	<u>(1,186)</u>
Total EBITDA	<u>\$ 33,999</u>	<u>\$ 56,589</u>	<u>\$ 46,511</u>
Reconciliation of EBITDA to net income			
EBITDA	\$ 33,999	\$ 56,589	\$ 46,511
Purchase amortization in cost of revenues	(2,170)	(2,284)	(2,389)
Purchase amortization in operating expenses	(5,063)	(4,880)	(3,412)
Depreciation and other amortization	(8,914)	(9,637)	(8,875)
Interest income, net	8,045	4,914	1,253
Income tax expense, net	<u>(9,946)</u>	<u>(20,079)</u>	<u>(14,395)</u>
Net income	<u>\$ 15,951</u>	<u>\$ 24,623</u>	<u>\$ 18,693</u>

Intersegment revenue is attributable to services performed by Property and Portfolio Research Ltd., a wholly owned subsidiary of PPR, for PPR. Intersegment revenue is recorded at cost plus an agreed margin, which the Company believes approximates fair value. U.S. EBITDA includes a corresponding cost for the services performed by Property and Portfolio Research Ltd. for PPR.

COSTAR GROUP, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS — (CONTINUED)

12. SEGMENT REPORTING — (CONTINUED)

International EBITDA includes a corporate allocation of approximately \$2.6 million, \$1.1 million and \$500,000 for the years ended December 31, 2007, 2008 and 2009, respectively.

Summarized information by segment consists of the following (in thousands):

	December 31,	
	2008	2009
Property and equipment, net		
United States	\$ 13,927	\$ 14,851
International	2,949	4,311
Total property and equipment, net	<u>\$ 16,876</u>	<u>\$ 19,162</u>
Goodwill		
United States	\$ 31,547	\$ 55,260
International	22,781	25,061
Total goodwill	<u>\$ 54,328</u>	<u>\$ 80,321</u>
Assets		
United States	\$ 353,084	\$ 424,479
International	43,474	44,558
Total segment assets	<u>\$ 396,558</u>	<u>\$ 469,037</u>
Reconciliation of segment assets to total assets		
Total segment assets	\$ 396,558	\$ 469,037
Investment in subsidiaries	(18,343)	(18,344)
Intercompany receivables	(43,831)	(46,114)
Total assets	<u>\$ 334,384</u>	<u>\$ 404,579</u>
Liabilities		
United States	\$ 24,180	\$ 37,838
International	40,053	46,678
Total segment liabilities	<u>\$ 64,233</u>	<u>\$ 84,516</u>
Reconciliation of segment liabilities to total liabilities		
Total segment liabilities	\$ 64,233	\$ 84,516
Intercompany payables	(33,270)	(38,943)
Total liabilities	<u>\$ 30,963</u>	<u>\$ 45,573</u>

COSTAR GROUP, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS ³/₄ (CONTINUED)

13. STOCKHOLDERS' EQUITY

Preferred Stock

The Company has 2,000,000 shares of preferred stock, \$0.01 par value, authorized for issuance. The Board of Directors may issue the preferred stock from time to time as shares of one or more classes or series.

Common Stock

The Company has 30,000,000 shares of common stock, \$0.01 par value, authorized for issuance. Dividends may be declared and paid on the common stock, subject in all cases to the rights and preferences of the holders of preferred stock and authorization by the Board of Directors. In the event of liquidation or winding up of the Company and after the payment of all preferential amounts required to be paid to the holders of any series of preferred stock, any remaining funds shall be distributed among the holders of the issued and outstanding common stock.

14. NET INCOME PER SHARE

The following table sets forth the calculation of basic and diluted net income per share (in thousands except per share data):

	Year Ended December 31,		
	2007	2008	2009
Numerator:			
Net income	\$ 15,951	\$ 24,623	\$ 18,693
Denominator:			
Denominator for basic net income per share ³ / ₄ weighted-average outstanding shares	19,044	19,372	19,780
Effect of dilutive securities:			
Stock options and restricted stock	360	178	145
Denominator for diluted net income per share ³ / ₄ weighted-average outstanding shares	19,404	19,550	19,925
Net income per share ³ / ₄ basic	\$ 0.84	\$ 1.27	\$ 0.95
Net income per share ³ / ₄ diluted	\$ 0.82	\$ 1.26	\$ 0.94

Stock options to purchase approximately 80,400, 250,200 and 483,800 shares were outstanding as of December 31, 2007, 2008 and 2009, respectively, but were not included in the computation of diluted earnings per share because the exercise price of the stock options was greater than the average share price of the common shares and, therefore, the effect would have been anti-dilutive.

15. EMPLOYEE BENEFIT PLANS

Stock Incentive Plans

In June 1998, the Company's Board of Directors adopted the 1998 Stock Incentive Plan (as amended, the "1998 Plan") prior to consummation of the Company's initial public offering. In April 2007, the Company's Board of Directors adopted the CoStar Group, Inc. 2007 Stock Incentive Plan (as amended, the "2007 Plan"), subject to stockholder approval, which was obtained on June 7, 2007. All shares of common stock that were authorized for issuance under the 1998 Plan that, as of June 7, 2007, remained available for issuance under the 1998 Plan (excluding shares subject to outstanding awards) were rolled into the 2007 Plan and, as of that date, no shares of common stock were available under the 1998 Plan. The 1998 Plan continues to govern unexercised and unexpired awards issued under the 1998 Plan prior to June 7, 2007. The 1998 Plan provides for the grant of stock and stock options to officers, directors and employees of the Company and its subsidiaries. Stock options granted under the 1998 Plan might be incentive or non-qualified. The exercise price for an incentive stock option may not be less than the fair market value of the Company's common stock on the date of grant. The vesting period of the options and restricted stock grants is determined by the Board of Directors and is generally three to four years. Upon the occurrence of a Change of Control, as defined in the 1998 Plan, all outstanding unexercisable options and restricted stock grants under the 1998 Plan immediately become exercisable.

The 2007 Plan provides for the grant of stock options, restricted stock, restricted stock units, and stock appreciation rights to officers, employees, directors and consultants of the Company and its subsidiaries. Stock options granted under the 2007 Plan may be non-qualified or may qualify as incentive stock options. Except in limited circumstances related to a merger or other acquisition, the exercise price for an option may not be less than the fair market value of the Company's common stock on the date of grant. The vesting period for each grant of options, restricted stock, restricted stock units and stock appreciation rights under the 2007 Plan is determined by the Board of Directors and is generally three to four years, subject to minimum vesting periods for restricted stock and restricted stock units of at least one year. The Company has reserved the following shares of common stock for issuance under the 2007 Plan: (a) 1,000,000 shares of common stock, plus (b) 121,875 shares of common stock that were authorized for issuance under the 1998 Plan that, as of June 7, 2007, remained available for issuance under the 1998 Plan (not including any Shares that were subject as of such date to outstanding awards under the 1998 Plan), and (c) any shares of common stock subject to outstanding awards under the 1998 Plan as of June 7, 2007 that on or after such date cease for any reason to be subject to such awards (other than by reason of exercise or settlement of the awards to the extent they are exercised for or settled in vested and nonforfeitable shares). Unless terminated sooner, the 2007 Plan will terminate in April 2017, but will continue to govern unexercised and unexpired awards issued under the 2007 Plan prior to that date. Approximately 880,000 and 430,000 shares were available for future grant under the 2007 Plan as of December 31, 2008 and 2009, respectively.

COSTAR GROUP, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS ¾ (CONTINUED)

15. EMPLOYEE BENEFIT PLANS ¾ (CONTINUED)

Stock Incentive Plans ¾ (Continued)

Option activity was as follows:

	<u>Number of Shares</u>	<u>Range of Exercise Price</u>	<u>Weighted- Average Exercise Price</u>	<u>Weighted- Average Remaining Contract Life (in years)</u>	<u>Aggregate Intrinsic Value (in thousands)</u>
Outstanding at December 31, 2006	1,274,477	\$ 9.00 - \$52.13	\$ 32.23		
Granted	7,000	\$ 48.25 - \$54.12	\$ 50.77		
Exercised	(288,757)	\$ 9.00 - \$45.18	\$ 28.16		
Canceled or expired	(24,875)	\$ 21.28 - \$51.92	\$ 44.82		
Outstanding at December 31, 2007	967,845	\$ 16.20 - \$54.12	\$ 33.25		
Granted	93,900	\$ 43.99 - \$55.07	\$ 45.76		
Exercised	(198,434)	\$ 17.77 - \$45.18	\$ 33.05		
Canceled or expired	(47,725)	\$ 39.00 - \$52.13	\$ 46.36		
Outstanding at December 31, 2008	815,586	\$ 16.20 - \$55.07	\$ 33.98		
Granted	267,756	\$ 25.00 - \$40.13	\$ 31.05		
Exercised	(85,228)	\$ 17.35 - \$36.38	\$ 26.20		
Canceled or expired	(44,818)	\$ 30.06 - \$46.81	\$ 39.40		
Outstanding at December 31, 2009	<u>953,296</u>	\$ 16.20 - \$55.07	\$ 33.60	5.54	\$ 9,119
Exercisable at December 31, 2007	<u>826,782</u>	\$ 16.20 - \$52.13	\$ 31.07		
Exercisable at December 31, 2008	<u>701,975</u>	\$ 16.20 - \$54.12	\$ 31.84		
Exercisable at December 31, 2009	<u>650,063</u>	\$ 16.20 - \$55.07	\$ 33.60	3.87	\$ 6,376

The aggregate intrinsic value is calculated as the difference between (i) the closing price of the common stock at December 31, 2007, 2008 and 2009 and (ii) the exercise prices of the underlying awards, multiplied by the shares underlying options as of December 31, 2007, 2008 and 2009, that had an exercise price less than the closing price on that date. Options to purchase 288,757, 198,434, and 85,228 shares were exercised for the years ended December 31, 2007, 2008, and 2009, respectively. The aggregate intrinsic value of options exercised, determined as of the date of option exercise, was \$7.5 million, \$3.4 million and \$1.2 million, respectively.

At December 31, 2009, there was \$11.3 million of unrecognized compensation cost related to stock-based payments, net of forfeitures, which is expected to be recognized over a weighted-average-period of 2.2 years.

The weighted-average grant date fair value of each option granted during the years ended December 2007, 2008 and 2009 was \$32.70, \$27.81 and \$12.72, respectively.

COSTAR GROUP, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS ¾ (CONTINUED)

15. EMPLOYEE BENEFIT PLANS ¾ (CONTINUED)

Stock Incentive Plans ¾ (Continued)

The Company estimated the fair value of each option granted on the date of grant using the Black-Scholes option-pricing model, using the assumptions noted in the following table:

	Year Ended December 31,		
	2007	2008	2009
Dividend yield	0%	0%	0%
Expected volatility	61%	59%	43%
Risk-free interest rate	4.7%	3.0%	2.2%
Expected life (in years)	5	5	3

The assumptions above and the estimation of expected forfeitures are based on multiple facts, including historical employee behavior patterns of exercising options and post-employment termination behavior, expected future employee option exercise patterns, and the historical volatility of the Company's stock price.

The following table summarizes information regarding options outstanding at December 31, 2009:

Range of Exercise Price	Options Outstanding			Options Exercisable		
	Number of Shares	Weighted-Average Remaining Contractual Life (in years)	Weighted-Average Exercise Price	Number of Shares	Weighted-Average Exercise Price	
\$ 16.20 - \$20.30	146,522	2.13	\$ 18.85	146,522	\$ 18.85	
\$ 20.60 - \$24.88	44,000	2.33	\$ 23.13	44,000	\$ 23.13	
\$ 25.00 - \$25.00	133,600	9.16	\$ 25.00	0	\$ 0.00	
\$ 25.01 - \$30.06	139,516	3.26	\$ 28.71	139,516	\$ 28.71	
\$ 30.75 - \$37.42	108,276	8.93	\$ 36.62	7,063	\$ 31.86	
\$ 38.63 - \$39.53	106,057	4.00	\$ 39.10	106,057	\$ 39.10	
\$ 39.81 - \$43.99	106,375	7.31	\$ 43.00	50,289	\$ 42.56	
\$ 44.06 - \$51.92	150,950	5.74	\$ 47.89	149,616	\$ 47.88	
\$ 54.12 - \$54.12	3,000	7.42	\$ 54.12	2,000	\$ 54.12	
\$ 55.07 - \$55.07	15,000	8.67	\$ 55.07	5,000	\$ 55.07	
\$ 16.20 - \$55.07	<u>953,296</u>	5.54	\$ 33.60	<u>650,063</u>	\$ 33.60	

The following table presents unvested restricted stock awards activity for the year ended December 31, 2009:

	Number of Shares	Weighted- Average Grant Date Fair Value per Share
Unvested restricted stock at December 31, 2008	273,353	\$ 49.12
Granted	236,661	\$ 29.43
Vested	(67,433)	\$ 45.52
Canceled	(23,234)	\$ 34.33
Unvested restricted stock at December 31, 2009	<u>419,347</u>	\$ 39.40

15. EMPLOYEE BENEFIT PLANS ¾ (CONTINUED)

Employee 401(k) Plan

The Company maintains a 401(k) Plan (the “401(k)”) as a defined contribution retirement plan for all eligible employees. The 401(k) provides for tax-deferred contributions of employees’ salaries, limited to a maximum annual amount as established by the Internal Revenue Service. In 2007 and 2008, the Company matched 100% of employee contributions up to a maximum of 6% of total compensation. In 2009, the Company matched 50% of employee contributions up to a maximum of 6% of total compensation. Amounts contributed to the 401(k) by the Company to match employee contributions for the years ended December 31, 2007, 2008 and 2009 were approximately \$2.3 million, \$2.6 million and \$1.4 million, respectively. The Company paid administrative expenses in connection with the 401(k) plan of approximately \$22,000, \$28,000 and \$0 for the years ended December 31, 2007, 2008 and 2009, respectively.

Employee Pension Plan

The Company maintains a company personal pension plan for all eligible employees in the Company’s London, England office. The plan is a defined contribution plan. Employees are eligible to contribute a portion of their salaries, subject to a maximum annual amount as established by the Internal Revenue. The Company contributes a match subject to the percentage of the employees’ contribution. Amounts contributed to the plan by the Company to match employee contributions for the years ended December 31, 2007, 2008 and 2009 were approximately \$281,000, \$265,000 and \$130,000, respectively.

Employee Stock Purchase Plan

As of August 1, 2006, the Company introduced an Employee Stock Purchase Plan (“ESPP”), pursuant to which eligible employees participating in the plan authorize the Company to withhold from the employees’ compensation and use the withheld amounts to purchase shares of the Company’s common stock at 90% of the market price. Participating employees are able to purchase common stock under this plan during the offering period. The offering period begins the second Saturday before each of the Company’s regular pay dates and ends on each of the Company’s regular pay dates. There were 78,840 and 72,237 shares available for purchase under the plan as of December 31, 2008 and 2009, respectively and approximately 7,400 and 6,600 shares of the Company’s common stock were purchased during 2008 and 2009, respectively.

16. RELATED PARTY TRANSACTIONS

In April 2009, the Company entered into an engagement with ghSMART & Company, Inc. (“ghSMART”), a management consulting firm, to evaluate the Company’s sales force senior management and provide guidance with respect to hiring and recruiting best practices for the Company’s sales force. Randy Street, a Partner of ghSMART, is the brother-in-law of the Company’s Chief Executive Officer. Mr. Street has acted and will continue to act as the senior client manager on this project. He has a less than 0.5 percent equity stake in ghSMART. Mr. Street is paid 25 percent of the amounts paid by the Company pursuant to the engagement. Pursuant to the engagement, the Company paid ghSMART approximately \$202,000 plus expenses. The Audit Committee reviewed and approved the engagement with ghSMART prior to commencement of the engagement. In October 2009, the Audit Committee reviewed and approved phase II of the engagement for an additional amount of approximately \$255,000 plus expenses. Mr. Street will act in the same capacity during phase II and receive the same percentage compensation for this portion of the engagement. The Company may enter into additional engagements with ghSMART in the future.

COSTAR GROUP, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS ¾ (CONTINUED)

17. SUBSEQUENT EVENTS

In February 2010, the Company purchased a 169,429 square-foot LEED Gold certified office building located at 1331 L Street, NW in downtown Washington, D.C. together with the tenancy in the underlying ground lease for the property for a purchase price of \$41.25 million in cash. This facility will be used primarily by the Company's U.S. segment. The Company intends to begin relocating its Bethesda-based employees and infrastructure to the new building starting in the second quarter of 2010. The Company currently expects to complete its relocation by October 2010 and allow the lease of its Bethesda property to expire.

In February 2010, the Company assumed the ground lease for the parcel of land under a building purchased in Washington, D.C. The lease, which expires February 29, 2088, requires the payment of minimum annual rent of \$778,000 through February 29, 2012, then \$918,040 annually to February 29, 2024. Thereafter, the minimum rate is adjusted to fair market value, as defined in the lease, once every 7 years.

Subsequent events have been evaluated through February 25, 2010, the date these financial statements were issued.

Dated August 25, 2009

**(1) WELLS FARGO
& COMPANY**

**(2) COSTAR UK
LIMITED**

**AGREEMENT FOR LEASE
of
Part Fifth Floor 40 Portman
Square London W1**

**CMS Cameron McKenna LLP
Mitre House
160 Aldersgate Street
London EC1A 4DD**

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Appendix 1 Division Works

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THIS AGREEMENT is made

August 25, 2009

BETWEEN:

- (1) **WELLS FARGO & COMPANY** a corporation duly incorporated and registered in the state of Delaware USA whose address for service in the UK is at 1 Plantation Place 30 Fenchurch Street London EC3M 3BD (the "**Landlord**") and
- (2) **COSTAR UK LIMITED** (registered number 01789170) having its registered office at York House 12 York Street Manchester M2 3BB (the "**Tenant**")

IT IS AGREED as follows:

1. Definitions

1.1 In this agreement unless the context otherwise requires the following expressions have the following meanings:

"1954 Act": the Landlord and Tenant Act 1954

"Access Date": the later of the date of this agreement and the date on which the Superior Lessor confirms in writing that the Tenant may have access to the Premises for the purpose of carrying out the Tenant's Works (it being acknowledged by the parties that the Superior Lessor is not obliged to so confirm prior to grant of the Lease)

"Area": the net internal area of the Premises or the Shared Areas (as the case may be) measured in accordance with the Code and expressed in square feet as agreed or determined in accordance with clause 6

"Code": the RICS Code of Measuring Practice 6th edition (2007) published by the Royal Institution of Chartered Surveyors

"Competent Authority": any local authority or any other body exercising powers under statute or by Royal Charter or any utility service or supply company

"Completion Date": the date for completion of the Lease in accordance with clause 9.1

"Compliance Date": the date on which the Conditions Precedent are wholly fulfilled

"Conditions Precedent":

(a) the grant of the Licence to Underlet; and

(b) the grant of the consent in principle of the Superior Lessor (so far as necessary) to the carrying out of the Tenant's Works

"Consultant": the architect or surveyor or other suitably qualified person appointed by the Tenant in connection with the carrying out of the Tenant's Works

"Cut Off Date": the date six months from and including the date of this agreement or such later date as is provided for in clause 4.2 (time being of the essence in any event)

"Date of Works Completion": the date which the Consultant certifies as being the date on which practical completion of the Division Works was achieved for the purposes of this agreement

"Division Works": the elements of the Tenant's Works set out in Appendix 1 to this agreement

"Landlord's Solicitors": CMS Cameron McKenna LLP of Mitre House 160 Aldersgate Street London EC1A 4DD (reference CLJ/NMH/044105.00509)

"Lease": a subunderlease in the form of the draft annexed in Appendix 2 to this agreement

"Licence for Alterations": a licence in such form as the Superior Lessor may properly require relating to such of the Tenant's Works as properly require the Superior Lessor's consent

"Licence to Underlet": a licence to underlet or other deed permitting the grant of the Lease by the Landlord in such form as the Superior Lessor may properly require

"Measurement Surveyor": Plowman Craven or if they are unwilling to act or become incapable of acting for any reason or fail to act with reasonable expedition another surveyor or firm of surveyors agreed between the Landlord and the Tenant or in default of agreement appointed by or on behalf of the President for the time being of the Royal Institution of Chartered Surveyors

“**Order**”: the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003

“**Planning Acts**”: the Town and Country Planning Act 1990 the Planning (Listed Buildings and Conservation Areas) Act 1990 the Planning (Hazardous Substances) Act 1990 the Planning (Consequential Provisions) Act 1990 the Planning and Compensation Act 1991 and the Planning and Compulsory Purchase Act 2004

“**Premises**”: the office premises being part of the Fifth Floor 40 Portman Square London W1 more particularly described in the Lease

“**Registered Title**”: the title numbered NGL903755 at HM Land Registry

“**Rent Deposit Deed**”: a rent deposit deed in the form of the draft annexed in Appendix 3 to this Agreement

“**Shared Areas**”: has the meaning given in the Lease

“**Standard Conditions**”: the Standard Commercial Property Conditions of Sale (First Edition)

“**Superior Lease**”: a lease dated 20 March 2009 made between (1) Standard Life Investment Funds Limited (2) European Credit Management Limited and (3) Wells Fargo & Company

“**Superior Lessor**”: the person from time to time entitled to any reversion immediately or mediately expectant on the determination of the term granted by the Superior Lease

“**Tenant’s Consents**”: such permissions licences and approvals under the Planning Acts the building regulations and under any other statute bye-law or regulation of any Competent Authority and under the covenants contained or referred to in the Lease as are necessary to carry out the Tenant’s Works

“**Tenant’s Solicitors**”: Gibson Dunn & Crutcher LLP of Telephone House 2-4 Temple Avenue London EC4Y 0HB (reference AAS/CJB/19486.00028)

“**Tenant’s Works**”: the works to be carried out and completed by the Tenant on the Premises in accordance with clause 5 which are listed in Appendix 4 to this agreement

“**VAT**”: Value Added Tax and any tax or duty of a similar nature substituted for or in addition to it

1.2 The definitions in the Standard Conditions also apply in this agreement

2. General provisions

2.1 In this agreement unless the context otherwise requires references to clauses and schedules are to clauses of and schedules to this agreement

2.2 The headings to clauses and other parts of this agreement do not affect its construction

2.3 This agreement contains the whole agreement between the parties relating to the matters herein mentioned and supersedes previous agreements between them (if any) relating thereto

2.4 This agreement may only be varied in writing signed by or on behalf of the parties

2.5 The Tenant acknowledges that it has not entered into this agreement in reliance upon representations made by or on behalf of the Landlord other than in respect of such reliance as may be placed upon the Landlord’s Solicitors’ written replies to the Tenant’s Solicitors’ preliminary enquiries

2.6 Nothing in this agreement is to be read or construed as excluding any liability or remedy resulting from fraudulent misrepresentation

2.7 All money payable by the Tenant under this agreement will be paid by direct credit transfer for the credit of the Landlord’s Solicitors’ clients’ account or for the credit of any other bank account specified in writing by the Landlord’s Solicitors

2.8 No right power or remedy provided by law or under this agreement will be waived impaired or precluded by:

2.8.1 any delay or omission to exercise it or

2.8.2 any single or partial exercise of it on an earlier occasion or

2.8.3 any delay or omission to exercise or single or partial exercise of any other such right power or remedy

2.9 Each of the provisions of this agreement is severable and if any such provision is or becomes illegal invalid or unenforceable in any respect under the law of any jurisdiction that fact will not affect or impair the legality validity or enforceability in that jurisdiction of the other provisions of this agreement or of that or any provision of this agreement in any other jurisdiction

3. Standard Conditions

This agreement incorporates the Standard Conditions as varied by the schedule and so far as they apply to a letting and are not varied by or inconsistent with the other provisions of this agreement (which will prevail in case of conflict)

4. Conditions Precedent

- 4.1 The grant of the Lease is conditional on the Conditions Precedent being wholly fulfilled
- 4.2 The parties will apply for and use all reasonable endeavours to procure that the Conditions Precedent are wholly fulfilled PROVIDED THAT
- 4.2.1 the Landlord will not be obliged to institute court proceedings against the Superior Lessor in respect of any consent needed from the Superior Lessor at any time prior to the date four months from and including the date of this agreement unless the Landlord (in its absolute discretion) considers such proceedings appropriate
 - 4.2.2 if prior to or after the date four months from and including the date of this agreement leading counsel experienced in the field of landlord and tenant litigation and instructed by either the Landlord or the Tenant has advised in writing that there is at least a 50% prospect of success then the Landlord will institute and pursue such court proceedings in a court of first instance (but with no obligation to appeal) and the Cut Off Date will be postponed until the date ten working days after the final determination of such proceedings
 - 4.2.3 the costs of instituting and pursuing the court proceedings referred to in clause 4.2.2 (after deducting any award or payment of costs received by the Landlord from the Superior Lessor as a result of such proceedings) shall be shared equally by the Landlord and Tenant
 - 4.2.4 the costs incurred in obtaining the grant of the Licence to Underlet (other than any incurred pursuant to clause 4.2.3) shall be met solely by the Landlord
- 4.3 Without prejudice to clause 4.2 the Tenant will give all reasonable assistance and provide such references and accounts and information as may be reasonably required by the Superior Lessor
- 4.4 If so required by the Landlord and/or the Superior Lessor the Tenant will:
- 4.4.1 execute the Licence to Underlet and/or the Licence for Alterations as soon as they are in agreed form
 - 4.4.2 comply with all requirements which the Superior Lessor is entitled by the terms of the Superior Lease to impose on a prospective undertenant of the Premises (or any guarantor for such undertenant) as a condition of the Superior Lessor's granting consent to any underletting
 - 4.4.3 provide the Landlord's Solicitors with such number of complete sets of all plans drawings and other documents referred to in the Licence for Alterations as the Landlord or the Superior Lessor may reasonably require
- 4.5 Any obligation undertaken by the Tenant to execute the Licence to Underlet and/or the Licence for Alterations or other deed containing a covenant with the Superior Lessor includes an obligation to ensure that there is no delay in the approval of a draft of such deed and that the duly executed engrossment thereof is returned unconditionally to the Landlord's Solicitors within five working days from its receipt by the Tenant's Solicitors
- 4.6 Without prejudice to clauses 4.2 the Tenant will provide such information as may be properly required by the Superior Lessor relating to the Tenant's Works and the Tenant will give such covenants relating to the Tenant's Works (including their carrying out and subsequent reinstatement) as the Superior Lessor may properly require
- 4.7 The Landlord will continue to use reasonable endeavours and provide such reasonable assistance following the Compliance Date to procure that there is no delay in the approval of the Licence for Alterations and that the duly executed engrossment thereof is returned unconditionally to the Superior Lessor's solicitors within five working days from its receipt by the Landlord's Solicitors

5. The Tenant's Works

- 5.1 The Tenant will at its expense apply for and use all reasonable endeavours to obtain the Tenant's Consents as soon as practicable
- 5.2 Notwithstanding any requirement for the consent of the Superior Lessor the Landlord hereby confirms its consent pursuant to the terms of the Lease to the carrying out of the Tenant's Works in the manner provided for in this agreement and acknowledges that no further or other consent shall be required from the Landlord under the Lease (or otherwise) for the carrying out of the Tenant's Works
- 5.3 From the Access Date the Tenant shall have licence and authority to enter upon the Premises for the purpose only of carrying out the Tenant's Works but the Tenant shall not carry out any of the Tenant's Works which are properly required to be the subject of the Licence for Alterations until after the Compliance Date
- 5.4 The Tenant shall at its expense (subject to clause 9.5.3) and risk carry out the Tenant's Works:-
- 5.4.1 in a good and workmanlike manner using good and sufficient materials and in compliance with all the provisions of the Lease (so far as applicable to entry on licence) and the Licence for Alterations so far as applicable to the Tenant's Works
 - 5.4.2 employing a building contractor approved by the Landlord (such approval not to be unreasonably withheld or delayed) if other than

5.4.3 in compliance with the Tenant's Consents and with any reasonable requirements of the Superior Lessor in relation to access to the Premises

5.4.4 so that the Division Works are completed within twelve weeks after the Access Date

6. Measurement

6.1 The Landlord and the Tenant shall use reasonable endeavours to agree the Area of the Premises and the Shared Areas as soon as reasonably practicable after the Date of Works Completion

6.2 If the Landlord and the Tenant in the opinion of either of them shall be unable to agree the Area of the Premises and the Shared Areas (whether or not an attempt to reach agreement shall have been made) then it shall be determined at the request of either of them (made not earlier than the Date of Works Completion) by the Measurement Surveyor who shall act as an expert

6.3 The Measurement Surveyor shall:-

6.3.1 give notice to the Landlord and the Tenant inviting each of them to submit to him within such time as he shall stipulate a proposal as to the Area of the Premises and the Shared Areas which may be supported by the submission of reasons and/or a professional report

6.3.2 afford to each party an opportunity to make counter-submissions in respect of any such submission or report

6.3.3 give notice to the Landlord and the Tenant of his decision as to the Area of the Premises and the Shared Areas as soon as possible

6.4 The fees of the Measurement Surveyor shall be borne and paid by the parties in such shares and in such manner as he shall decide or failing such decision in equal shares

6.5 The Landlord shall provide a Land Registry compliant plan of the Premises for use in the Lease as soon as reasonably practicable after the Date of Works Completion (but if the Landlord fails to do so the Tenant may do so at the Landlord's cost)

7. Title

7.1 Title to the Premises having been deduced the Tenant will raise no requisition

7.2 The Tenant's Solicitors having been supplied with official copies of the registers and title plan of the Registered Title and a copy of the Superior Lease on or before the signing hereof the Tenant will be deemed to take the Lease with full knowledge of the terms and contents of and of any matter referred to in or deriving from them and will raise no requisition on them

8. Matters subject to which the Premises are let

8.1 The Premises are let subject to the matters contained or referred to in the Lease

8.2 The Premises are also let subject to:

8.2.1 all matters registrable by any Competent Authority pursuant to statute

8.2.2 all requirements notices orders or proposals (whether or not subject to confirmation) of any Competent Authority

8.2.3 all matters disclosed or reasonably to be expected to be disclosed by searches or as the result of enquiries formal or informal and whether made in person by writing or orally by or for the Tenant or which a prudent tenant ought to make

8.2.4 all notices served by the owner or occupier of any adjoining or neighbouring property

9. The Lease

9.1 The Landlord will grant or procure the grant of and the Tenant will accept the Lease within ten working days from and including the latest of:-

9.1.1 the Date of Works Completion

9.1.2 the date on which the Area of the Premises and the Shared Areas is agreed or determined

9.1.3 the Compliance Date

9.1.4 the date on which the cost of the Division Works is agreed or determined

9.1.5 the date on which a Land Registry compliant plan of the Premises is available

9.2 In the Lease:-

9.2.1 the Term Commencement Date (as defined in the Lease) will be the earlier of the Access Date and the Completion Date

9.2.2 the Yearly Rent (as defined in the Lease) will be the product of multiplying the Area of the Premises by £60

9.2.3 the Initial Service Charge Cap (as defined in the Lease) will be the product of multiplying the Area of the Premises by £10

9.2.4 the Tenant's Proportion (as defined in the Lease) will be the percentage calculated by the formula:

where "Area of the Shared Areas" in this clause 9.2.4 means the area (expressed in square feet) of the Shared Areas which represent the equivalent proportion in percentage terms as the Area of the Premises divided by 14,820

9.2.5 the Rent Commencement Date (as defined in the Lease) will be the date eight months from and including the Term Commencement Date (as defined in the Lease)

9.2.6 the Area of the Premises will be inserted in paragraph 1.2.7 of schedule 4

9.3 The Tenant will on the Completion Date pay to the Landlord any rents reserved by or money payable and then due under the Lease calculated from and including the Term Commencement Date (as defined in the Lease)

9.4 Engrossments of the Lease and the Licence for Alterations and their respective counterparts will be prepared or provided by the Landlord's Solicitors and within ten working days of being called upon to do so:

9.4.1 the Tenant will provide the Landlord's Solicitors with three complete sets of all plans drawings and other documents referred to in the Licence for Alterations

9.4.2 the Tenant will execute the counterparts and return them unconditionally to the Landlord's Solicitors

9.5 On actual completion of the Lease the Landlord will pay the Tenant:-

9.5.1 a carpeting allowance calculated at the rate of £2.32 for every one square foot of the Area of the Premises

9.5.2 a floor box allowance calculated at the rate of £6.97 for every ten square feet of the Area of the Premises

9.5.3 the reasonable and proper cost of the Division Works which shall be agreed between the Landlord and the Tenant (both parties acting reasonably) or in default of agreement determined by a quantity surveyor agreed between the Landlord and the Tenant or in default of agreement appointed by or on behalf of the President for the time being of the Royal Institution of Chartered Surveyors who shall act as an expert

9.6 On and as a condition of actual completion of the Lease the Landlord and the Tenant will enter into the Rent Deposit Deed and the Tenant will pay to the Landlord's Solicitors the moneys due thereunder

9.7 Within one month of the date of the Lease the Tenant will apply to HM Land Registry for the first registration of the Lease and within ten days of the completion of the registration will send an official copy of the title to the Landlord

9.8 On and as a condition of actual completion of the Lease the Landlord will provide the Tenant with an opinion letter in relation to the Landlord in the form set out in Appendix to this agreement

10. Alienation

The benefit of this agreement is personal to the Tenant and the Tenant will not assign or part with its interest under this agreement or any part thereof or otherwise dispose of such interest or any part thereof and the Tenant named herein will personally accept the Lease

11. Acknowledgment and interest

The Landlord and the Tenant acknowledge and agree that without prejudice to any other right remedy or power of the Landlord or the Tenant if any sums have become due from the Tenant to the Landlord or from the Landlord to the Tenant under this agreement but remain unpaid for a period exceeding five working days the Landlord or the Tenant (as appropriate) will pay on demand to the Landlord or the Tenant (as appropriate) interest thereon at the contract rate (before and after any judgment) from the date when they become due until payment thereof calculated on a daily basis

12. Termination

12.1 If:

12.1.1 there is any breach of the obligations of the Tenant under this agreement which (if capable of remedy) is not remedied by the Tenant within such reasonable period as the Landlord stipulates or

12.1.2 the Tenant:

- (a) has a meeting of its members convened for the purpose of considering a winding-up resolution or such a resolution is passed (otherwise than in connection with a member's voluntary winding-up for the purposes of an amalgamation or a reconstruction that has the prior written approval of the Landlord) or
- (b) has a meeting of its directors convened for the purpose of considering a resolution to seek a winding up order or an administration order or the appointment of an administrator or such a resolution is passed or
- (c) presents or its directors present or it has presented against it a petition for a winding up order or an administration application is made or a winding-up or administration order is made or
- (d) issues or its directors or the holder of a qualifying floating charge (as defined in Schedule B1 of the Insolvency Act 1986) issues a notice of appointment or of intention to appoint an administrator or
- (e) is the subject of a proposal for or becomes subject to any voluntary arrangement or its directors take steps to obtain a moratorium (whether under Part I of the Insolvency Act 1986 or otherwise) or
- (f) has a receiver (administrative or otherwise) appointed over all or part of its or his assets or
- (g) has possession taken of all or substantially all of its assets by a secured party or becomes subject to an execution attachment sequestration or other legal order over all or substantially all of its or his assets or
- (h) takes part in any action (including entering into negotiations) with a view to the readjustment rescheduling forgiveness or deferral of any part of its or his indebtedness or
- (i) proposes or makes any general assignment composition or arrangement with or for the benefit of all or some of its or his creditors or
- (j) suspends or threatens to suspend making payments to all or some of its or his creditors

12.1.3 any analogous or equivalent proceedings actions or events to those referred to in sub-clauses 12.1.2 and/or 12.1.3 of this clause are instituted or occur in any jurisdiction other than England and Wales

THEN and in any such case the Landlord may by notice in writing to the Tenant at any time thereafter terminate this agreement (without prejudice to any right or remedy of any party in respect of any antecedent breach of this agreement)

12.2 If the Conditions Precedent are not fulfilled prior to the Cut-Off Date either the Landlord or the Tenant may determine this agreement by giving to the other notice to that effect whereupon the Tenant will forthwith return all title and other documents furnished to it and remove any notice caution or land charge entry registered in respect of this agreement but such determination will be without prejudice to any right or remedy of either party in respect of any antecedent breach of this agreement

12.3 Following any termination or rescission of this agreement the Tenant will forthwith remove the Tenant's Works or such of them as the Landlord requires to be removed and the Landlord will give the Tenant access to the Premises for this purpose

13. Indemnity

The Tenant will indemnify the Landlord and the Superior Lessor against all actions proceedings claims demands losses costs expenses damages and liability (including any liability for any injury to any person or damage to any land or other property) arising directly or indirectly from any breach of any obligation of the Tenant under this agreement or any act or omission of the Tenant or its servants agents or licensees

14. VAT

14.1 All sums payable under the terms of this agreement are exclusive of any VAT in respect thereof howsoever arising and the Tenant will pay to the Landlord and the Landlord will pay to the Tenant all VAT for which the other is liable to account to HM Revenue and Customs in relation to any supply made or deemed to be made for VAT purposes pursuant to this agreement

14.2 The Tenant does not intend or expect the Premises to be occupied by it or a person that is connected with the Tenant as determined in accordance with Section 839 Income and Corporation Taxes Act 1988 other than wholly or substantially wholly for eligible purposes (within the meaning of paragraph 15 of Schedule 10 to the Value Added Tax Act 1994)

14.3 The Tenant represents warrants and undertakes to and with the Landlord that the statement in clause 14.2 is at the date of this agreement and will be at the date of completion of the Lease true and correct in all respects

15. Confidentiality

Except to the extent required by law (including any requirements of the Stock Exchange or any other regulatory requirements in force from time to time affecting the parties) and save where necessary to implement this agreement the parties hereto will not at any time make any press or other

public announcement or divulge or communicate to any person any of the terms of this agreement and the parties will take all reasonable steps to bind their respective servants agents and advisers in this behalf

16. Jurisdiction

This agreement will in all respects be governed by and construed in accordance with English law and the parties irrevocably submit to the exclusive jurisdiction of the English courts

17. Costs

17.1 The Tenant will immediately when requested by the Landlord so to do pay:

17.1.1 the Landlord's Solicitors' and the Superior Lessor's solicitors' proper costs and disbursements incurred in connection with the Licence for Alterations and any matters incidental thereto

17.1.2 the Landlord's and the Superior Lessor's surveyors' proper costs and disbursements in connection with the Licence for Alterations and any matters incidental thereto

18. Third party rights

Nothing in this agreement is intended to confer on any person any right to enforce any term of this agreement which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999

19. Registration of Agreement at HM Land Registry

19.1 Neither the Landlord nor the Tenant may apply to register this agreement against the Registered Title (or any other affected land) by way of an agreed notice in form AN1

19.2 If the Tenant applies to register this agreement against the Registered Title (or any other affected land) by way of a unilateral notice in form UN1:

19.2.1 the Tenant will immediately apply to HM Land Registry in form UN2 for the removal of such unilateral notice if this agreement is rescinded by either party

19.2.2 the Landlord will not apply to HM Land Registry for the cancellation of such unilateral notice while this agreement subsists but the Tenant will not object to any such application by the Landlord if this agreement is rescinded by either party

19.3 Unless obliged to do so by law neither the Tenant nor the Landlord will supply either the original or a copy of this agreement to HM Land Registry whether with an application for a unilateral notice or otherwise

20. Exclusion of sections 24 - 28 of the 1954 Act

20.1 The Tenant confirms that before the date of this agreement:

20.1.1 the Landlord served a notice dated 21 August 2009 (the "Notice") on the Tenant in accordance with section 38A(3)(a) of the 1954 Act

20.1.2 the Tenant (or a person duly authorised by the Tenant) made a statutory declaration dated 21 August 2009 (the "Declaration") confirming receipt of the Notice in accordance with schedule 2 to the Order

20.2 The Tenant further confirms that where the Declaration was made by a person other than the Tenant that person was duly authorised by the Tenant to make the Declaration on the Tenant's behalf

20.3 The Landlord and the Tenant agree that sections 24 to 28 (inclusive) of the 1954 Act will not apply to the tenancy to be created by the Lease

IN WITNESS whereof this agreement has been duly executed as a deed (but not delivered until) the day and year first before written

Schedule

Standard Conditions

1. Throughout the conditions references to property being sold are to be construed as references to the Premises

2. Conditions 1.4 2.2 3.1.3 3.4 4.2 4.3.2 4.5.2 4.5.5 5 6.3.2 6.5 6.7 8.2.4 8.3 and 9 do not apply

3. In condition 1.1.1(d) the “contract rate” is 4% per annum above the base rate from time to time of Lloyds TSB Bank plc
 4. In condition 1.1.2 “official copies” is substituted for “office copies” and “Land Registration Act 2002” is substituted for “Land Registration Act 1925” and the words “and any reference in these conditions to office copies shall be deemed to be a reference to such official copies” are added at the end
 5. In condition 1.3.5 “5.00 pm” is substituted for “4.00 pm” and the words “before 5.00 pm” are added after the words “treated as having been received”
 6. In condition 1.3.6 “5.00 pm” is substituted for “4.00 pm” and the words “(d) by fax: if sent before 5.00 pm on a working day the day of despatch but otherwise on the first working day after despatch” are added at the end
 7. In condition 3.1.2 the words “and could not reasonably” are deleted from paragraph (c) and the words “(f) any unregistered interests which fall within any of the paragraphs of Schedule 3 to the Land Registration Act 2002) (g) such unregistered interests as may affect the Property to the extent and for so long as they are preserved by the transitional provisions of Schedule 12 to the Land Registration Act 2002 and (h) PPP leases as defined in section 90 of the Land Registration Act 2002” are added at the end
 8. In condition 3.1.2(d) the words “monetary charges or incumbrances” are to be taken as referring to charges to secure borrowing
 9. In condition 4.1 the words “4.1.5 If the buyer persists in any valid requisition or objection to title with which the seller is unable or unwilling on reasonable grounds to deal satisfactorily and does not withdraw it within five working days of being required so to do the seller may by notice to the buyer and notwithstanding any intermediate negotiation or litigation rescind the agreement” are added at the end
 10. In condition 5.2.2(e) the words “nor change its use and is to comply with all statutory obligations relating to the property and indemnify the seller against all liability arising as a result of any breach of such obligations” are added at the end
 11. In conditions 6.1.2 “12 noon” is substituted for “2.00 pm”
 12. Condition 6.3.2 is deleted and the following substituted:

“6.3.2 Apportionment is to be made with effect from the date of actual completion”
 13. In condition 6.3.3 the word “buyer” is replaced by the word “seller”
 14. In condition 7.1.1 the words “or in the negotiations leading to it” and “or was” are deleted
-

SIGNED AS A DEED by **WELLS FARGO**)
& COMPANY a company incorporated)
in Delaware, USA acting by Donald E Dana)
being a person who, in)
accordance with the laws of that territory, is)
acting under the authority of the company)

/s/ Donald E. Dana

Authorised signatory

SIGNED AS A DEED by **COSTAR UK**)
acting by two directors or one director and)
the company secretary)

/s/ Paul Marples

Director

/s/ Matthew Green

Director/Secretary

THE FRANCIS G. NEWLANDS BUILDING**ADDENDUM NO. 5 TO OFFICE LEASE**

THIS ADDENDUM NO. 5 TO OFFICE LEASE (this "Addendum") is made and entered into this 23rd day of October, 2009, by and between (i) NEWLANDS BUILDING VENTURE, LLC, a Maryland limited liability company ("Lessor"), and (ii) COSTAR REALTY INFORMATION, INC., a Delaware corporation ("Lessee").

WITNESSETH:

WHEREAS, by Office Lease dated August 12, 1999, as amended by (i) Addendum No. 1 to Office Lease dated May 15, 2000, (ii) Addendum No. 2 to Office Lease dated as of July 1, 2000, (iii) Addendum No. 3 to Office Lease dated May 12, 2004, and (iv) Addendum No. 4 to Office Lease April 2, 2008 (as so amended, the "Lease"), Lessor leased to Lessee approximately 60,041 square feet of rentable area (the "Existing Demised Premises") on the ninth (9th), tenth (10th), and eleventh (11th) floors of the office building situated at Two Bethesda Metro Center, Bethesda, Maryland (the "Building"), together with certain storage space located on the P-2 level of the Building (the "Storage Space");

WHEREAS, the term of the Lease expires on March 31, 2010; and

WHEREAS, Pursuant to this Addendum, Lessor and Lessee desire to extend the term of the Lease for an additional six and one-half months, and to modify certain other terms of the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto do mutually agree that the Lease shall be and is hereby amended to provide as follows, all capitalized terms being as defined in the Lease unless otherwise noted herein:

1. EXTENSION OF LEASE TERM

The initial term of the Lease is hereby extended for a term of six and one-half months (the "Extended Term"), commencing on April 1, 2010 and expiring on October 15, 2010, upon the same terms, covenants and conditions as are set forth in the Lease, as amended by this Addendum.

2. RENT DURING EXTENDED TERM

Notwithstanding any provision of the Lease to the contrary, Lessee covenants to pay to Lessor, as Monthly Rent for the Existing Demised Premises during the Extended Term ("Extended Term Monthly Rent"), as follows:

TIME PERIOD	MONTHLY RENT
4/1/10 - 4/30/10	\$420,287.00
5/1/10 - 5/31/10	\$420,287.00
6/1/10 - 6/30/10	\$420,287.00
7/1/10 - 7/31/10	\$420,287.00
8/1/10 - 8/31/10	\$420,287.00
9/1/10 - 9/30/10	\$420,287.00
10/1/10 - 10/15/10	\$420,287.00

Extended Term Monthly Rent shall be payable in advance on the first day of each calendar month during the Extended Term, without any rent credit, abatement or waiver by Lessor.

3. NO PAYMENT OF OPERATING EXPENSES OR OPERATING COSTS DURING EXTENDED TERM

Notwithstanding any provision of the Lease to the contrary, during the Extended Term Lessee shall not pay any Operating Expenses or Operating Costs. Accordingly, during the Extended Term, Section 5 of the Lease (entitled "Rent Escalation for Increases in Expenses") shall be void and of no further force or effect, except that this Section shall continue to apply with respect to Lessee's proportionate share of Operating Expenses and Operating Costs due for the initial term of the Lease.

4. STORAGE SPACE RENT

Notwithstanding any provision of the Lease to the contrary, Lessee covenants to pay to Lessor \$468.32 per month, as monthly rent for the Storage Space during the time period from April 1, 2010 to October 15, 2010, which rent shall be payable in advance on the first day of each calendar month during the foregoing time period, without any rent credit, abatement or waiver by Lessor. Such monthly rent for October, 2010 shall not be prorated, and therefore shall be in the amount of \$468.32.

5. NO HOLDOVER PERMITTED

Lessee fully understands that it is of critical importance to Lessor that Lessor have possession of the Existing Demised Premises no later than October 15, 2010, and that Lessor may suffer substantial damages if Lessee were to hold over in the Existing Demised Premises beyond October 15, 2010. Accordingly, notwithstanding anything to the contrary in the Lease, Lessee shall have no right to hold over in the Existing Demised Premises beyond October 15, 2010, and Lessee agrees to surrender complete possession of the Existing Demised Premises to Lessor on or before October 15, 2010 in the physical condition required by the applicable provisions of the Lease.

6. NO FURTHER OPTION TO EXTEND TERM

Section 35 of the Lease (entitled "Option to Extend Term") is hereby deleted in its entirety and shall be of no further force or effect.

7. SECURITY DEPOSIT

Within ten (10) days after the date of this Addendum, Lessee shall deliver to Lessor, in form and content reasonably satisfactory to Lessor, documentation from the issuer evidencing that the expiration date of the Letter of Credit currently held by Lessor pursuant to Section 6.B of the Lease has been extended to November 15, 2010.

8. BROKER AND AGENT

Lessor and Lessee each represents and warrants one to another that, except as hereinafter set forth, neither of them has employed any broker in carrying on the negotiations, or had any dealings with any broker, relating to this Addendum. Lessor represents that it has employed its Management Agent as its broker, and Lessee represents that Lincoln Property Company has co-brokered this transaction on behalf of Lessee. Lessor acknowledges that Lessor shall be responsible for any commissions due to said brokers pursuant to separate agreements. Lessor shall indemnify and hold Lessee harmless, and Lessee shall indemnify and hold Lessor harmless, from and against any claims or claims for brokerage or other commission arising from or out of any breach of the foregoing representation and warranty by the respective indemnitors.

9. LEASE PROVISIONS APPLICABLE

Except to the extent expressly modified by this Addendum, all of the terms and conditions of the Lease, as amended or supplemented hereby, shall remain in full force and effect.

(Signatures on Following Page)

IN WITNESS WHEREOF, Lessor and Lessee have caused this Addendum to be signed in their names by their duly authorized representatives and delivered as their act and deed, intending to be legally bound by its terms and provisions.

LESSOR

NEWLANDS BUILDING VENTURE, LLC
a Maryland limited liability company

By: The Chevy Chase Land Company
of Montgomery County, Maryland,
Managing Member
Attest:

Secretary
(SEAL)

By: /s/ David M. Smith
Name: David M. Smith
Title: President

LESSEE:

Attest:
a Delaware corporation

COSTAR REALTY INFORMATION, INC.

Secretary
(SEAL)

By: /s/ Andrew Florance

Name: Andrew Florance
Title: CEO

18 November 2009

WELLS FARGO & COMPANY

and

COSTAR UK LIMITED

SUB-UNDERLEASE

of

Office premises at Fifth Floor, 40 Portman Square, London W1

**CMS Cameron McKenna LLP
Mitre House
160 Aldersgate Street
London EC1A 4DD**

T +44(0)20 7367 3000

F +44(0)20 7367 2000

CLJ/NMH/044105.00509

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LAND REGISTRY PRESCRIBED CLAUSES

LR1. Date of lease	2009
LR2. Title number(s)	LR2.1 Landlord's title number(s) NGL903755 LR2.2 Other title numbers None
LR3. Parties to this lease	Landlord WELLS FARGO & COMPANY, a corporation duly incorporated and registered in Delaware, USA and whose address for service in the UK is at 1 Plantation Place 30 Fenchurch Street London EC3M 3BD Tenant COSTAR UK LIMITED whose registered office is at York House, 12 York Street, Manchester M2 3BB (Co. Regn. No: 01789170)
LR4. Property	In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail As defined as the Premises in Part 1 of the Particulars to this lease
LR5. Prescribed statements etc.	None
LR6. Term for which the Property is leased	The term as specified in Part 1 of the Particulars to this lease and defined as "Term"
LR7. Premium	None
LR8. Prohibitions or restrictions on disposing of this lease	This lease contains a provision that prohibits or restricts dispositions
LR9. Rights of acquisition etc.	LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land None
	LR9.2 Tenant's covenant to (or offer to) surrender this lease None
	LR9.3 Landlord's contractual rights to acquire this lease None
LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property	None
LR11. Easements	LR11.1 Easements granted by this lease for the benefit of the Property The easements as specified in Schedule 2 to this lease LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property The easements as specified in Schedule 3 to this lease
LR12. Estate rent charge burdening the property	None
LR13. Application for standard form of restriction	None
LR14. Declaration of trust where there is more than one person comprising the Tenant	Not applicable

PARTICULARS

PART 1

"Premises"	Part Fifth Floor, 40 Portman Square, London W1, being the premises described in schedule 1
"Term Commencement Date"	25 August 2009
"Term"	From and including the Term Commencement Date up to and including 20 October 2018

“Yearly Rent”	Six hundred and fifty eight thousand three hundred and twenty pounds (£658,320) per annum (subject to review)
“Rent Commencement Date”	25 April 2010
“Review Dates”	21 October 2013 and any date stipulated pursuant to paragraph 5 of schedule 4
“Permitted Use”	Use as high quality offices for any purpose within Class B1(a) (but not for any other purpose within that Use Class) of the schedule to the Town and Country Planning (Use Classes) Order 1987 and ancillary uses.

PART 2

Term Expiry Date	20 October 2018
Landlord’s option to break	None
Tenant’s option to break	Yes
Landlord and Tenant Act 1954	Excluded
Interest on late payments	4% above base rate
Interest on shortfall of rent review	Base rate

THIS SUB-UNDERLEASE is made on the date and between the parties specified in the Land Registry Prescribed Clauses

WITNESSES as follows:

1. DEFINITIONS

The following expressions and those defined in Part 1 of the Particulars have the respective specified meanings:

“1954 Act” means the Landlord and Tenant Act 1954;

“Account Date” means 29 September or such other date in every year of the term granted by the Superior Lease as the Superior Landlord may nominate to the Landlord in writing from time to time;

“Act of Terrorism” means:

- (a) an act including, but not limited to the use of force or violence and/or threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or put the public or any section of the public in fear; and
- (b) any other like act which at the relevant time is commonly regarded in the global insurance market as an act of terrorism and which is an exclusion of coverage in the policy or policies of insurance for the Building effected by the Landlord and/or the Superior Landlord;

“Building” means the land, including the Premises and the buildings and appurtenances from time to time on it, which is known as 39-42 Portman Square, London W1 as shown edged red on the Building Plan;

“Building Plan” means the plan so marked annexed to the Superior Lease, a copy of which is annexed in Appendix 1 and labelled "Building Plan";

“Common Parts” means any pedestrian ways, circulation areas, entrance halls, landings, staircases, passages, toilets and any other areas which are at any time during the Term provided for common use in the Building;

“Development” has the meaning given by Planning Law;

“Enactment” means every Act of Parliament, directive and regulation and all subordinate legislation which, at any relevant time during the Term, has legal effect in England and Wales;

“Garden Rate” means the additional rent payable by the Tenant pursuant to the provisions of Schedule 8 to the Superior Lease;

“Group Company” means any company which is either the holding company of the Tenant or a wholly-owned subsidiary of the Tenant or of the Tenant’s holding company, as those expressions are defined in section 736 Companies Act 1985;

“Guarantor” means any person who, for the time being, guarantees performance of the Tenant’s obligations;

“Head Lease” means the lease under which the Superior Landlord holds the Building dated 17 February 2009 made between (1) The Portman Estate Nominees (One) Limited and The Portman Estate Nominees (Two) Limited and (2) the Landlord and **“Head Landlord”** means the person for the time being entitled to the reversion immediately expectant on the term granted by the Head Lease and every other person having an interest in reversion to that term;

“Index” means the all items retail prices index (or any identical index under a different title) officially published from time to time by the Office for National Statistics or any other government department ministry or other body upon which the duties in connection with such index may have devolved PROVIDED THAT:

- (a) If and so often as the Index is related to a commencing date other than 13 January 1987 (the date at which for the purposes of the present Index the Index Figure was taken as 100) then any new Index Figure which is published in relation to another commencing date will for the purpose of this schedule be adjusted to the figure at which the Index would have stood if 13 January 1987 had been retained as the commencing date;

- (b) If the Index ceases to be published or if there is any material change in its method of compilation then a new arrangement for indexation (the **“Revised Indexation”**) will be substituted for the calculations in this schedule under which the parties to this Lease will agree a new basis by which the Service Charge Cap will reflect increases in the cost of living on a similar basis to that set out in this lease PROVIDED THAT if the Landlord and the Tenant are unable to agree a basis for the Revised Indexation then either of them may at any time request the President or other duly authorised officer from time to time of the Institute of Chartered Accountants in England and Wales to appoint an arbitrator to determine in accordance with the Arbitration Act 1996 an appropriate basis for the Revised Indexation which would achieve a basis as near as possible to that which applies under this lease;

“Index Figure” means the figure published at the relevant time in the Index;

“Initial Service Charge Cap” means the sum of One hundred and nine thousand seven hundred and twenty pounds (£109,720);

“Insurance Cost” means all the money which the Landlord properly pays to the Superior Landlord pursuant to the terms of the Superior Lease as a contribution towards the cost of:

- (a) effecting and maintaining insurance against the Insured Risks in relation to the Building for whatever amount the Superior Landlord reasonably considers represents the Building’s full reinstatement cost with such allowance as the Superior Landlord reasonably considers appropriate for related liabilities and expenses (including, without limitation, fees or charges on the submission of an application for planning permission, professional fees cost of debris removal, scaffolding, hoardings, demolition and site clearance costs and the costs of any works properly incurred in complying with any Enactment, and all VAT);
- (b) effecting and maintaining any insurance relating to the Superior Landlord’s property owner’s and employer’s liability in relation to the Building and anything done in it; and
- (c) reasonable and proper professional fees relating to insurance, including fees for insurance valuations carried out at reasonable intervals not more frequently than once in every three years from the last valuation;

“Insurance Rent” means, for any relevant period, all of:

- (a) a fair and proper proportion of the Insurance Cost attributable to the Landlord’s Premises from time to time as properly determined by the Superior Landlord;
- (b) the amount which the Superior Landlord properly spends on effecting and maintaining insurance against not less than five years’ loss of the rents first and secondly reserved by the Superior Lease, having regard to potential increases of rent pursuant to schedule 4 to the Superior Lease, and with any addition to the amount insured as the Superior Landlord may reasonably decide in respect of VAT;
- (c) (without prejudice to all other provisions of the Superior Lease or this lease relating to the use of the Premises and the vitiation of any policy of insurance) any amount which the Superior Landlord properly spends on all additional premiums and loadings on any policy of insurance required as a result of anything done or omitted by the Tenant; and
- (d) an amount equal to the total of all excess sums which the insurers are not liable to pay out on any insurance claim in respect of the Premises and which the Superior Landlord has paid in replacing the damaged or destroyed parts of the Premises;

“Insured Risks” means loss damage or destruction whether total or partial caused by fire, lightning, explosion, riot, civil commotion and malicious damage, aircraft and aerial devices, (other than hostile aircraft and devices) and articles accidentally dropped from them, storm, flood, bursting or overflowing of water tanks and pipes, impact, earthquake and accidental damage to underground water, oil and gas pipes, or electricity wires and cables, subsidence, ground slip and heave, breakdown and sudden and unforeseen damage to engineering plant and equipment and such other risks or perils (excluding property owner’s liability) as the Superior Landlord or Head Landlord may require but subject to the exclusion or limitation of any risk or peril (including without limitation an Act of Terrorism) where cover is not for the time being available in the London insurance market on reasonable terms and otherwise subject to such reasonable exclusions and limitations as are standard in the insurance market and are from time to time imposed by the insurers;

“Interim Sum” means the yearly sum reasonably assessed by or on behalf of the Superior Landlord as an estimate of the Service Rent;

“Landlord’s Premises” means the premises demised to the Landlord by the Superior Lease of which the Premises form a part;

“Lettable Unit” means any unit of accommodation in the Building which is intended by the Superior Landlord to be for separate occupation;

“Normal Business Hours” means 7 am to 7 pm on Mondays to Fridays inclusive, and 8 am to 12 pm on Saturdays, except in every case public holidays;

“Order” means the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003;

“Outside Normal Business Hours Charge” means, for any Service Period, all charges properly paid by the Landlord to the Superior Landlord in procuring the provision of any of the Services outside Normal Business Hours at the request of the Tenant in accordance with the Landlord’s obligation under the Superior Lease (but so that where the Tenant shall have requested such services in common with any of the Landlord’s other tenants in the Building, the Landlord shall make a fair and reasonable apportionment between the Tenant and such other tenants of the overall amount paid by the Landlord to the Superior Landlord);

“Particulars” means the particulars set out at the beginning of this lease;

“Planning Law” means every Enactment and, to the extent they relate to the Building, every planning permission, statutory consent and agreement, made pursuant to any Enactment relating to the use, development and occupation of land and buildings;

“Plan” means the plan annexed to this lease in Appendix 1 and labelled “Premises Plan”;

“Public Authority” means any Secretary of State and any government department public local regulatory fire or any other competent authority or institution having functions which extend to the Premises or their use and occupation and any court of law and the companies or authorities responsible for the supply of water gas and electricity or any of them and any of their duly authorised officers;

“Services” means the services and other matters specified in Part I of schedule 5 to the Superior Lease, a copy of which is set out in Appendix 2;

“Service Charge Cap” means whichever shall be the higher of:

(a) the figure calculated according to the following formula:

[Missing Graphic Reference]

where:

A = the Index Figure last published preceding the last day of the relevant year of the Term

B = 213.4 being the Index Figure in respect of the month of June 2009

C = the Initial Service Charge Cap

and

(b) the Initial Service Charge Cap (for the first year of the Term for which the Service Charge Cap is calculated) and (for each successive year of the Term) the Service Charge Cap for the preceding year of the Term;

“Service Cost” means, for any Service Period, all expenditure incurred by the Superior Landlord in providing the Services and in discharging the costs of the Services and in discharging the costs specified in Part II of schedule 5 to the Superior Lease, a copy of which is set out in Appendix 3;

“Service Media” means all the apparatus in the Building which supplies, controls and monitors services to or from the Building and all water supply pipes, any type of drain, gas and other fuel pipes, electricity and telephone cables and all other common conducting media and which (for the avoidance of doubt) includes the items specified in paragraphs 12 and 13 of schedule 1;

“Service Period” means:

(a) the period commencing on the Term Commencement Date to (but excluding) the first Account Date;

(b) the period between two consecutive Account Dates (including the first and excluding the second); and

(c) the period commencing on the last Account Date in the Term and expiring at the end of the Term;

“Service Rent” means, for any Service Period a fair proportion of the Service Cost applicable to the Landlord’s Premises;

“Shared Areas” means those parts of the Landlord’s Premises shown edged blue on the Plan;

“Specification” means the specification annexed to the Superior Lease entitled the 40 Portman Square Base Build Specification, a copy of which is annexed in Appendix 4;

“Stipulated Rate” means a yearly rate of interest, calculated on a daily basis, four per cent above the base rate of the Bank of Scotland or of such other U.K. bank as the Landlord may reasonably nominate in writing from time to time;

“Superior Lease” means the underlease under which the Landlord holds the Landlord’s Premises dated 20 March 2009 made between (1) Standard Life Investment Funds Limited (2) European Credit Management Limited and (3) Wells Fargo & Company and **“Superior Landlord”** means the person for the time being entitled to the reversion immediately expectant of the term granted by the Superior Lease;

“Tenant’s Proportion” means 75.47%;

“Uninsured Damage” means in relation to the Building or, as the context may require the Premises or the essential means of access to them, damage or destruction by an uninsured Act of Terrorism or any other risk which is uninsurable in the UK market or (in the reasonable opinion of the Superior Landlord) such risk cannot be insured against by the Superior Landlord in the UK market at a reasonably commercial rate and in either case there is in fact no insurance against such risk pursuant to this lease;

“Utilities Charge” means to the extent the Tenant does not pay the provider directly the cost of providing electricity (and if requested by the Landlord water and/or gas) to be calculated by taking readings of the check meters for the Landlord’s Premises but otherwise determined in such manner as the Superior Landlord shall consider to be fair and reasonable in the circumstances; and

“VAT” means Value Added Tax as referred to in the Value Added Tax Act 1994 (or any tax of a similar nature which may be substituted for, or levied in addition to, it).

2. INTERPRETATION

2.1 Where a party is more than one person, their obligations are joint and several.

2.2 A Tenant's obligation not to do or omit anything also operates as an obligation not to permit or suffer it to be done or omitted by any person deriving title from the Tenant or by their respective servants or agents and to prevent or, as the case may be, to require it being done.

2.3 References to:

2.3.1 any clause or schedule are references to the relevant clause or schedule of this lease and any reference to a sub-clause or paragraph is a reference to that sub-clause or paragraph of the clause or schedule in which the reference appears;

2.3.2 any right of or obligation to permit the Landlord to enter the Premises shall also be construed, subject as provided in clause 4.9, as entitling the Landlord to remain on the Premises (but only for as long as reasonably necessary) with or without equipment and permitting such right to be exercised by all persons properly authorised by the Landlord;

2.3.3 any consent of the Landlord, or words to similar effect including references to approvals, mean a written consent signed by or on behalf of the Landlord and given before the act requiring consent and any such reference which states that the consent will not be unreasonably withheld also means that it will not be unreasonably delayed;

2.3.4 the Premises (except in the definition of Premises and in clause 4.15) extend, where the context permits, to any part of the Premises;

2.3.5 a specific Enactment includes every statutory modification, consolidation and re-enactment and extension of it for the time being in force, except in relation to the Town and Country Planning (Use Classes) Order 1987, which shall be interpreted exclusively by reference to the original provisions of Statutory Instrument 1987 No 764 whether or not it may have been revoked or modified;

2.3.6 the expiry of this lease means the date when the tenancy constituted by it terminates either at the end or sooner determination of the Term and references to the last year of this lease mean the year ending on the expiry of this lease;

2.3.7 rents or other sums being due from the Tenant to the Landlord mean that they are exclusive of any VAT; and

2.3.8 the Tenant's obligations mean the Tenant's obligations under this lease and under every agreement which is supplemental or collateral to it; and

2.3.9 The Royal Institution of Chartered Surveyors extend to its President for the time being.

2.4 Clause and paragraph headings shall not affect the construction of this lease.

2.5

2.5.1 When the Landlord's consent is required under this lease, the relevant provision shall be construed as also requiring any necessary consent of the Superior Landlord and the Head Landlord, for which the Landlord shall apply at the Tenant's cost, and nothing in this lease, or in any consent by the Landlord, shall imply that the Superior Landlord's consent or the Head Landlord's consent will not be unreasonably withheld or delayed;

2.5.2 reference to any right of (or obligation to permit) the Landlord to enter the Premises extends to the Superior Landlord and the Head Landlord and to all persons authorised by either of them and shall be construed in the manner required by clause [2.3.2](#); and

2.5.3 this lease takes effect subject to the rights which are reserved out of the Superior Lease and the Head Lease.

3. DEMISE AND RENTS

The Landlord with full title guarantee **DEMISES** the Premises to the Tenant **TOGETHER WITH** the rights specified in schedule 2, **EXCEPT** and **RESERVED** to the Landlord, and other persons properly authorised by it at any time during the Term or otherwise entitled to exercise them, the

rights specified in schedule 3 **TO HOLD** the Premises to the Tenant for the Term **SUBJECT** to all rights, obligations and other matters affecting them,

THE TENANT PAYING TO THE LANDLORD:

- 3.1 Yearly and proportionately for any part of a year, the Yearly Rent, by equal quarterly payments in advance on the usual quarter days in every year, the first payment or a proportionate part of it (being a proportion from the Rent Commencement Date to but excluding the next quarter day) to be made on the Rent Commencement Date;
- 3.2 Yearly and proportionately for any Service Period by equal quarterly payments in advance on the usual quarter days in every year, the first payment or a proportionate part of it (being a proportionate part of the initial Interim Sum from the Term Commencement Date to but excluding the next quarter day) the Tenant's Proportion of the Service Rent (including the Interim Sum on account) PROVIDED THAT the Tenant's Proportion of the Service Rent will not exceed the Initial Service Charge Cap during the first year of the Term and will not exceed the Service Charge Cap for the relevant year in each successive year of the Term;
- 3.3 On written demand the Tenant's Proportion of:
 - 3.3.1 any excess Service Rent demanded by the Superior Landlord pursuant to clause 6.3.1 of the Superior Lease PROVIDED THAT the Tenant's Proportion of the Service Rent will not exceed the Initial Service Charge Cap during the first year of the Term and will not exceed the Service Charge Cap for the relevant year in each successive year of the Term;
 - 3.3.2 the elements of the Insurance Rent set out in paragraphs (a) and (b) of that definition;
 - 3.3.3 the Garden Rate;
 - 3.3.4 the Utilities Charge and/or any costs of providing electricity, water or gas to the Premises; and
 - 3.3.5 the reasonable costs properly incurred by the Landlord in complying with its obligations under clause 5.3
- 3.4 On written demand the Outside Normal Business Hours Charge and the elements of the Insurance Rent set out in paragraphs (c) and (d) of that definition;
- 3.5 Interest, payable on demand, at the Stipulated Rate on any sum owed to the Landlord pursuant to the Tenant's obligations, whether or not as rent, which is not received by the Landlord on the due date (or, in the case of money due only on demand, within fourteen days after the date of written demand), calculated for the period commencing on the due payment date and ending on the date the sum (and the interest) is received by the Landlord; and
- 3.6 All VAT for which the Landlord is or may become liable on the supply by the Landlord to the Tenant in connection with this lease or the interest created by it and of any other supplies, whether of goods or services, such rent to be paid at the same time as the other rents or sums to which it relates.

4. TENANT'S OBLIGATIONS

The Tenant agrees with the Landlord:

4.1 Rent

To pay the rents reserved by this lease on the days and in the manner set out in clause 3 without deduction or set off (except as required by law) and (unless the Landlord agrees otherwise) to pay the Yearly Rent (together with any VAT on it) by banker's standing order to such bank as the Landlord may nominate in writing from time to time.

4.2 VAT

To pay the Landlord an amount equal to any VAT incurred by it on any amount which the Tenant is required to reimburse or indemnify against pursuant to the Tenant's obligations, except to the extent:

- 4.2.1 the Landlord obtains credit for such VAT pursuant to sections 24, 25 and 26 Value Added Tax Act 1994 or any regulations made under

them; or

4.2.2 the VAT is taken into account in the Service Cost.

4.3 Outgoings

4.3.1 To pay all rates, taxes and other outgoings assessed on or reasonably attributable to the Premises or on their owner or occupier during the Term (or, if they are paid by the Landlord in relation to the Landlord's Premises, to pay the Tenant's Proportion of them on demand) excluding, without prejudice to the rent reserved in clause 3.6 and to clause 4.2, any tax payable by the Landlord as a direct result of any actual or implied dealing with the reversion of this lease or of the Landlord's receipt of income.

4.3.2 To pay all charges made directly to the Tenant for water, gas and electricity (including meter rents) consumed in the Premises during the Term.

4.4 Compliance with Enactments

To comply with all Enactments and with the requirements of any Public Authority affecting the Premises, their use, occupation, employment of people in them and any work being carried out to them (whether the requirements are imposed upon the owner, lessee or occupier) and not to do or omit anything by which the Landlord or the Superior Landlord may incur any liability under any Enactment or requirement of a Public Authority.

4.5 Official communications

As soon as reasonably practicable, to supply the Landlord with a certified copy of any official communication received from, or proposal made by, any Public Authority and to comply fully with its provisions at the Tenant's cost, except that (if reasonably requested by the Landlord and at its cost) the Tenant shall make such representations as the Landlord may require against any communication or proposal, so long as the representations do not conflict with the Tenant's rights under this lease including its beneficial enjoyment of the Premises.

4.6 Repair

Well and substantially to repair the Premises and maintain and keep them in good and substantial repair and condition (damage by any of the Insured Risks or Uninsured Damage excepted, and where in the case of Insured Risks to the extent that the Superior Lease obliges the Superior Landlord to insure against them and to the extent that the insurance money is not rendered irrecoverable or insufficient because of a breach of the Tenant's obligations) and to replace the Landlord's fixtures and fittings in the Premises to the extent they are beyond economic repair.

4.7 Decoration and general condition

To keep the Premises clean and at least once in the year of the Term commencing on 21 October 2012 and also in the last year of this lease (but not twice in any 18 month period), to redecorate and treat the Premises with appropriate materials in a good and workmanlike manner (and during the last year of this lease in a colour scheme and with materials reasonably approved by the Landlord) but the Tenant shall not be obliged to redecorate or treat the Premises if the need to do so is caused by any of the Insured Risks, to the extent that the insurance money is not rendered irrecoverable or insufficient because of a breach of the Tenant's obligations, or by Uninsured Damage.

4.8 Refuse

Not to deposit any refuse on any part of, or outside, the Premises and to ensure the removal of refuse from the Premises at least once a week but, if the Landlord notifies the Tenant that the Landlord itself or the Superior Landlord will arrange for the removal of refuse for a specific period, the Tenant shall pay on demand the proper and reasonable cost (or a fair proportion thereof) incurred by the Landlord or the Superior Landlord in doing so.

4.9 Entry by the Landlord

To permit the Landlord, at reasonable times on not less than 24 hours prior written notice (except in an emergency), to enter the Premises in order to:

4.9.1 investigate whether the Tenant has complied with its obligations;

4.9.2 take any measurement or valuation of the Premises;

4.9.3 inspect and carry out work to the Building which, otherwise, could not be inspected or carried out ;

4.9.4 allow the Landlord to show the Premises to prospective purchasers and their agents and during the last six months of the Term, to prospective tenants and their agents; and

4.9.5 to exercise the rights described in schedule 3 or reserved under the Superior Lease or the Head Lease,

provided the Landlord causes as little interference as reasonably possible to the Tenant's use of the Premises for its business (except where it is necessary to do so in order to comply with any obligation to the Tenant) and, if the Landlord exercises any of the rights by carrying out work on the Premises, it shall make good any damage caused to them and to any of the Tenant's chattels straight away.

4.10 Remedying breaches

4.10.1 To comply with any notice requiring remedy of any breach of the Tenant's obligations contained in this lease.

4.10.2 If the Tenant does not comply with any such notice within a reasonable time, to permit the Landlord to enter the Premises to remedy a breach of the Tenant's obligations in clauses [4.6](#) and [4.7](#).

4.10.3 To pay the Landlord, on demand, all the costs and expenses properly and reasonably incurred by the Landlord in exercising its rights under this clause.

4.11 Preserving rights

4.11.1 Not to give to any third party any acknowledgement that the Tenant enjoys the access of light or air to any of the windows or openings in the Premises by the consent of such third party or to pay any sum of money to or enter into any agreement with such third party for the purpose of inducing or binding him to abstain from obstructing the access of light or air to any such windows or openings.

4.11.2 In the event of the Tenant becoming aware of any such third party doing or threatening to do anything which obstructs or would obstruct such access of light or air to notify this forthwith in writing to the Landlord.

4.11.3 To take all reasonable steps to prevent and not to suffer any encroachment upon the Premises or the acquisition of any right to light or air passage drainage or other easement over upon or through the Premises and forthwith to give notice in writing to the Landlord of any threatened encroachment or attempt to acquire any such easement.

4.11.4 In the event of failure by the Tenant to comply with the requirements in clauses [4.11.1](#), [4.11.2](#) and [4.11.3](#) then to permit the Landlord and those authorised by it to enter upon the Premises for the purpose of taking such of the necessary steps as are mentioned above and to permit the Landlord to bring all such actions as it may think fit in respect of the obstruction of the access of light or air to any of the windows or openings in the Premises or in respect of any such encroachment or easement.

4.12 Alterations and reinstatement

4.12.1 Not to carry out:-

(A) any Development;

(B) any works to or affecting any load bearing structure of the Building;

(C) any work affecting the external appearance of the Premises or the Building;

(D) the erection of any structure on the Premises.

4.12.2 Subject to the other provisions of this clause, not to make any other alteration or addition to the Premises without the Landlord's consent which will not be unreasonably withheld or delayed but the installation and removal of demountable partitioning which does not involve cutting into the load bearing parts of the Building and which will not adversely affect any air conditioning or sprinkler system, shall not require the Landlord's consent provided that if any such alterations are made the Tenant shall provide the Landlord with a set of "as built" drawings relating to such works no later than four weeks after the completion of such works.

- 4.12.3 On making alterations or additions to the Premises for which the Superior Landlord has insurance obligations, to provide the Landlord without unreasonable delay with a written, independent, current insurance (VAT exclusive) valuation of the work, for replacement purposes.
- 4.12.4 At the expiry of the Term to remove all chattels, furniture and belongings of the Tenant and any person sharing occupation with the Tenant or deriving title from the Tenant.
- 4.12.5 At the expiry of the Term to carry out all such works as are appropriate, including where appropriate the removal of alterations and additions made to the Premises at any time by the Tenant or by any person deriving title from it, so as to quietly yield up the Premises reinstated and restored in accordance with the Specification and in the condition decorative order and layout otherwise required by this lease and any licences or consents issued under it and to make good any damage so caused in a proper and workmanlike manner to the Landlord's reasonable satisfaction and to return all keys to the Landlord provided that the Tenant may request the Landlord no earlier than six months prior to the expiry of the Term to notify the Tenant of any such items that the Landlord does not require reinstating in accordance with this clause but any such decision as to what items are not to be reinstated and restored in accordance with the Specification shall be at the discretion of the Landlord.
- 4.12.6 The Tenant irrevocably authorises the Landlord to remove and dispose of any chattels which may be left in the Premises after the Tenant has quit them (without being obliged to obtain any consideration for the disposal) and the Tenant irrevocably declares that any such chattels will stand abandoned by it.

4.13 Use

Not to use the Premises:

- 4.13.1 for any purpose prohibited by Clause 4.14.1 and 4.14.2 of the Head Lease;
- 4.13.2 for any purpose which causes a nuisance, damage or obstruction to any person or property;
- 4.13.3 for any public auction or public meeting or for any noxious, noisy or immoral use or one which would cause diplomatic or State immunity from the Tenant's obligations or for the business of a government agency which the public visit without appointment or (except as incidental to the Permitted Use) for the transmission of telecommunications signals; or
- 4.13.4 (without prejudice to the preceding paragraphs of this clause) except for the Permitted Use.

4.14 Signs, blinds, aerials etc

- 4.14.1 Not to erect anything on the outside of the Building except as permitted pursuant to the rights granted in Schedule 2.
- 4.14.2 Not to affix or to exhibit on the exterior of the Premises any placard sign notice fascia board or advertisements except as permitted pursuant to the rights granted in Schedule 2.
- 4.14.3 Not to install any blinds in the external windows of the Premises other than those of a type reasonably specified by the Landlord from time to time.

4.15 Dealings with the lease

- 4.15.1 In clause 4.15, any reference to a transfer includes an assignment.
- 4.15.2 Not to transfer, mortgage, charge, hold on trust for another, underlet or otherwise part with possession of part only of the Premises or agree to do so.
- 4.15.3 Not to transfer, hold on trust for another, underlet or otherwise part with possession of the whole of the Premises or agree to do so, except that the Tenant may transfer the whole of the Premises if, before the transfer is completed, the Tenant complies with the conditions described in clause 4.15.4.

(Transfer)

4.15.4 Not to transfer the whole of the Premises without complying with the following conditions (which are specified for the purposes of section 19(1A) of the Landlord and Tenant Act 1927 and which operate without prejudice to the Landlord's right to withhold consent on any reasonable ground):

- (A) that the Tenant enters into an authorised guarantee agreement, as defined in section 16 of the Landlord and Tenant (Covenants) Act 1995, with the Landlord in a form which the Landlord reasonably requires; and
- (B) that any Guarantor guarantees to the Landlord that the Tenant will comply with the authorised guarantee agreement in a form which the Landlord reasonably requires; and
- (C) that, subject as provided in paragraph (D) and if the Landlord so reasonably requires, the proposed transferee procures one, but not both, of the following:
 - (1) covenants with the Landlord by an additional guarantor or guarantors reasonably approved by the Landlord in the terms contained in clause 8; or
 - (2) a deposit with the Landlord of an amount in cleared funds equal to half of the then current Yearly Rent and an amount equal to VAT on that amount, on terms which the Landlord reasonably requires; and
- (D) if the proposed transfer is to a Group Company; and
 - (1) if the Tenant's obligations, or any of them, are guaranteed by another Group Company, that such Group Company covenants with the Landlord in the terms contained in clause 8; or
 - (2) if the Tenant's obligations are not guaranteed by another Group Company and if the transferee is not, in the Landlord's reasonable opinion, of equal financial standing to the Tenant, that the proposed transferee procures covenants by a Group Company other than the Tenant and the transferee and which is, in the Landlord's reasonable opinion, of equal financial standing to the Tenant, in a form which the Landlord reasonably requires; and
 - (3) whether or not paragraph (D)(1) or (2) applies, if any of the Tenant's obligations, are secured by a deposit, the proposed transferee procures a deposit with the Landlord of the amount and on terms described in paragraph (C)(2); and
- (E) that the Landlord's consent, which will not be unreasonably withheld, is obtained to, and before, the transfer.

(Sharing occupation)

4.15.5 Not to share the occupation of the Premises or any part of them except that the Tenant may share occupation with a company which is, but only for so long as it remains, a Group Company provided the Tenant does not grant the company sharing occupation exclusive possession nor create any relationship of landlord and tenant, nor otherwise transfer or create a legal estate, and the Tenant shall upon request notify the Landlord of the identity of each such Group Company.

4.16 Notifying Landlord of dealings with the lease

4.16.1 Within 15 working days after any disposition or devolution of this lease, or of any estate or interest in or derived out of it, to give the Landlord notice of the relevant transaction with two certified copies of the relevant document (and of the notice and declaration relevant to the exclusion of the 1954 Act from any underlease), and to pay the Landlord a fee of one hundred pounds for registering each notice.

4.16.2 To register with the Landlord the name, home address and telephone number of at least two key holders of the Premises.

4.16.3 To notify the Landlord of particulars of the determination of every rent review under any underlease of the Premises within fourteen days after the date of determination.

4.17 Payment of cost of notices, consents etc

To pay the Landlord on demand all reasonable and proper expenses (including bailiffs' and consultants' fees) incurred in connection with:

- 4.17.1 the preparation and service of a notice under section 146 Law of Property Act 1925, notwithstanding that forfeiture is avoided otherwise than by relief granted by the court;
- 4.17.2 every reasonable and proper step taken during or within a reasonable time after the expiry of this lease in connection with the enforcement of the Tenant's obligations, including the service or proposed service of all notices and schedules of dilapidations and reasonable consultants' fees incurred in monitoring any action taken to remedy any breach of the Tenant's obligations; and
- 4.17.3 every application for consent under this lease, even if the application is withdrawn or properly refused but not where it is unreasonably withheld or delayed or offered subject to unreasonable conditions.

4.18 Installing machinery in the Premises

Not to install any plant or machinery in the Premises, other than usual office equipment, without the Landlord's consent which will not be unreasonably withheld but no plant or machinery may be installed or operated in the Premises and nothing shall be done or omitted in them which may cause:

- 4.18.1 the efficiency of the heating, ventilation, air conditioning and cooling systems installed in the Building to be diminished or impaired in any material way; or
- 4.18.2 any interference or other intrusive effect on any other part of the Building or other adjoining property or persons outside the Premises.

4.19 Obstruction/overloading

Not to obstruct:

- 4.19.1 or damage any part of the Building or exercise any of the rights granted by this lease in a way which causes a nuisance or disturbance;
- 4.19.2 any means of escape;
- 4.19.3 or discharge any deleterious matter into:

(A) any conduit serving the Premises and, to the extent they lie within the Premises, to keep them clear and functioning properly; or

(B) any Service Media;

- 4.19.4 or obscure any openings of the Premises;

- 4.19.5 any notice erected on the Premises, including any erected by the Landlord in accordance with its powers under this lease,

nor to overload or cause undue strain to the Premises, the Service Media or any other part of the Building.

4.20 Goods delivery

To ensure that all loading and unloading activities are carried out only by using the service accesses and goods lifts reasonably designated by the Landlord for the Tenant's use and notified in writing to the Tenant and the Landlord shall be obliged to make or procure such designations.

4.21 Complying with Planning Law

- 4.21.1 Not, without the Landlord's consent (not to be reasonably withheld), to apply for planning permission relating to the Premises or any other part of the Building.

4.21.2 If the Landlord reasonably requires in connection with any relevant proposal by the Tenant, to apply for a determination under section 192 Town and Country Planning Act 1990.

4.21.3 If the Landlord gives consent under clause [4.21.1](#), not to implement the planning permission before the Landlord, acting reasonably, has acknowledged that its terms are acceptable.

4.21.4 Unless the Landlord directs otherwise, to complete before the end of the Term all works on the Premises required as a condition of any planning permission implemented by the Tenant or by any person claiming under or through it.

4.22 Indemnifying the Landlord

To indemnify the Landlord against all consequences of any breach of any of the Tenant's obligations (including all costs properly and reasonably incurred by the Landlord in an attempt to mitigate any such breach).

4.23 Notifying defects in the Premises

To notify the Landlord, as soon as reasonably practicable after becoming aware of the same, of any defect in the Premises which becomes known to the Tenant and which might give rise to:

4.23.1 an obligation on the Landlord to do, or refrain from doing, anything at the Premises; or

4.23.2 any duty of care, or the need to discharge such duty, imposed by the Defective Premises Act 1972,

and to display such notices as the Landlord may reasonably require to be displayed at the Premises relating to their state of repair and condition.

4.24 Dangerous and contaminative materials

Not to keep or use at the Premises any dangerous or contaminative materials which might cause harm and, if there is any breach of that obligation, to remove all trace of the material from the affected land and to leave it in a clean and safe condition.

4.25 Returning the Premises to the Landlord

At the expiry of the lease:

4.25.1 to return all keys of the Premises to the Landlord;

4.25.2 to remove all chattels and (to the extent the Landlord may require) tenant's fixtures and to vacate the Premises, reinstated and restored and made good in accordance with clause [4.12](#) and in the state of repair and condition required pursuant to the Tenant's obligations in this lease;

4.25.3 to make due application to the Land Registry for the cancellation of any notice of, or relating to, this lease or any document supplemental or collateral to it and, on request, to supply the Landlord with a copy of the application; and

4.25.4 subject to clause [4.25.3](#), to return the documents referred to in that clause to the Landlord.

4.26 Regulations and Covenants

To comply with:

4.26.1 all reasonable regulations made by the Landlord or the Superior Landlord and notified to the Tenant in writing for the good management of the Building so long as the regulations do not conflict with any express right of the Tenant under this lease;

4.26.2 all obligations affecting the Premises and not to interfere with any rights which benefit them including in each case, but not limited to, those contained or referred to in the documents referred to in schedule 6;

4.26.3 To use all reasonable endeavours to ensure that the Tenant's visitors to the Premises observe any applicable security regulations

4.27 Land Registry

To the extent the grant (or any transfer) of this lease and of any right appurtenant to it requires to be completed by registration pursuant to the Land Registration Act 2002 in order to operate at law, to comply with the relevant registration requirements and, as soon as reasonably practicable, to provide the Landlord's solicitors with a copy of an official copy of the relevant register evidencing compliance with them.

4.28 Superior Lease

4.28.1 To comply with the lessee's obligations contained in the Superior Lease so far as they relate to the Premises, except the obligations to pay rent.

4.28.2 Not to knowingly do or omit any act or thing which would or might cause the Landlord to be in breach of the Superior Lease.

5. LANDLORD'S OBLIGATIONS

The Landlord agrees with the Tenant:

5.1 Quiet enjoyment

That the Tenant may peaceably hold and enjoy the Premises without any interruption by the Landlord or any person rightfully claiming from or in trust for it.

5.2 Superior Lease

5.2.1 To comply with the lessee's obligations in the Superior Lease to the extent the Tenant is not liable to do so pursuant to clause [4.28](#).

5.2.2 On the request of the Tenant and at its expense, to take all reasonable steps to enforce the Superior Landlord's obligations in the Superior Lease.

5.2.3 Wherever the Tenant makes application for any consent under this lease and the Landlord is prepared in principle to give its consent, to take all reasonable steps, at the Tenant's expense, to obtain any necessary consent from the Superior Landlord.

5.3 Shared Areas

To keep the Shared Areas cleaned and maintained to a reasonable standard and adequately lit when appropriate unless (but only so long as) prevented from so doing by any cause beyond the reasonable control of the Landlord.

5.4 Defects

To pay to the Tenant the fair and reasonable proportion properly attributable to the Premises of any sums recovered by the Landlord from the Superior Landlord pursuant to the provisions of schedule 9 to the Superior Lease, after deduction of the costs of recovery.

6. OTHER AGREEMENTS AND DECLARATIONS

6.1 Forfeiture and re-entry

If:

6.1.1 any rent is unpaid for twenty-one days after becoming payable (whether the rent has been demanded or not); or

6.1.2 there is any other material breach of the Tenant's obligations; or

6.1.3 any guarantee of the Tenant's obligations is or becomes wholly or partly unenforceable for any reason; or

6.1.4 if the Tenant or any Guarantor (or if more than one person any one of them):

- (A) is the subject of a winding up order, bankruptcy order or a petition is presented, filed or lodged at court for winding up or liquidation whether voluntarily (except for reconstruction or amalgamation of a solvent company on terms agreed by the Landlord) (acting reasonably) or compulsorily;
- (B) is the subject of a winding up resolution, except for a voluntary reconstruction as stated in paragraph (1);
- (C) is subject to the appointment of any receiver, manager or administrative receiver or a provisional liquidator, or an administrator is appointed, or a petition or application for an administration order is presented, in relation to the Tenant or the Guarantor;
- (D) enters into any form of compromise of debts, scheme of arrangement, rescheduling or restructuring with its creditors or any of them, including but not limited to any scheme of arrangement under the Companies Act 1985 or any voluntary arrangement under the Insolvency Act 1986;
- (E) obtains, or takes any steps to obtain, any moratorium or other form of protection against creditors or a general suspension of the payment of debts due and payable, including but not limited to any moratorium available under the Insolvency Act 1986;
- (F) dies or is dissolved or is otherwise struck off any register of companies in its place of incorporation or any other place where it is registered or located;
- (G) is the subject of any forfeiture, execution, distraint, repossession in relation to any of its assets; or
- (H) is the subject of any analogous procedure, regime, process or step in any jurisdiction outside England and Wales.

the Landlord may, notwithstanding the waiver of any previous right of re-entry, re-enter on any part of the Premises and on such re-entry this lease shall absolutely determine, but without prejudice to any Landlord's right of action for any prior breach of the Tenant's obligations.

6.2 No implied rights

6.2.1 Neither the Tenant nor the Premises is entitled to any right, including any quasi-easement, except those expressly granted by this lease.

6.2.2 The Tenant may not enforce, or prevent the release or modification of, any type of right or obligation attaching to the Landlord's interest in the Premises or in any other land so as to prevent or restrict the development or use of any other land.

6.2.3 Clause [6.2.2](#) does not prejudice any right described in schedule 2.

6.2.4 Any provision of this lease which would, apart from this provision, be in conflict with this clause takes effect subject to it.

6.3 Common Parts and Service Media

6.3.1 The Common Parts and the Service Media remain under the exclusive control and management of the Superior Landlord who may, if it shall be in keeping with the principles of good estate management, alter, divert, substitute, stop up or remove any of them, leaving available for use by the Tenant reasonable and sufficient means of access to and egress from, and servicing for, the Premises provided always that the same does not materially adversely affect the Tenant's use and enjoyment of the Premises.

6.3.2 The Landlord shall not be liable for any closure of any of the Common Parts or stoppage or severance affecting any of the Service Media due to any cause beyond the Landlord's control provided that the Landlord shall take all reasonable steps to procure that the Superior Landlord re-opens such Common Parts or restores such Service Media as soon as practicable.

6.4 Service of notices

6.4.1 In addition to any other method of service, any notice which is served under this lease shall be validly served if it is served in accordance with section 196 Law of Property Act 1925, as amended by the Recorded Delivery Service Act 1962.

6.4.2 If the Tenant or any Guarantor comprises more than one person, it shall be sufficient if notice is served on one of them, and a notice duly served on the Tenant does not need to be served on any Guarantor.

6.5 Arbitration fees

Any arbitrator's fees may be paid by the Landlord or the Tenant, notwithstanding any direction or prior agreement as to liability for payment, and if either party chooses to do so, it shall be entitled to an appropriate repayment by the other party on demand.

6.6 No warranty as to use

The Landlord does not warrant that the Premises are authorised under Planning Law to be used, or are otherwise fit for, any specific purpose.

6.7 Compensation

Any statutory right of the Tenant to claim compensation from the Landlord on vacating the Premises is excluded to the extent lawful.

6.8 No warranty as to security

Nothing in this lease (and no exercise of any of the Landlord's powers under it) constitutes a warranty by the Landlord that the Premises shall be kept secure or that any security service to the Common Parts shall be effective.

6.9 Overriding lease

If, during the Term, the Landlord grants a tenancy of the reversion immediately expectant on the determination of this lease, whether pursuant to section 19 Landlord and Tenant (Covenants) Act 1995 or otherwise, any obligation of the Tenant to obtain the consent of the Landlord under this lease to any dealing with it includes an obligation to obtain the consent of the lessor under such tenancy to that dealing.

6.10 Application of Landlord and Tenant (Covenants) Act 1995

This lease is a new tenancy for the purposes of the Landlord and Tenant (Covenants) Act 1995.

6.11 Exclusion of Third Party Rights

The parties confirm that no term of this lease is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to it.

6.12 Jurisdiction

This lease is governed by and construed in accordance with the law of England and the Guarantor submits to the exclusive jurisdiction of the English courts and agrees that any process may be served on it by leaving a copy of the relevant document at the address for service of the Guarantor and each party to this lease undertakes to notify the others in advance of any change from time to time of such address for service and to maintain an appropriate address at all times.

6.13 Exclusion of sections 24 - 28 of the 1954 Act

6.13.1 The Tenant confirms that before it became contractually bound to enter into the tenancy created by this lease:

(A) the Landlord served a notice dated 21 August 2009 (the "**Notice**") on the Tenant in accordance with section 38A(3)(a) of the 1954 Act;

(B) the Tenant (or a person duly authorised by the Tenant) made a statutory declaration dated 21 August 2009 (the "**Declaration**") confirming receipt of the Notice in accordance with schedule 2 to the Order.

6.13.2 The Tenant further confirms that where the Declaration was made by a person other than the Tenant that person was duly authorised by the Tenant to make the Declaration on the Tenant's behalf.

6.13.3 The parties agree that sections 24 to 28 (inclusive) of the 1954 Act will not apply to the tenancy created by this lease.

6.14 Tenant's break clause

6.14.1 In this clause the "**Termination Date**" is 18 October 2013.

6.14.2 The Tenant may terminate the Term on the Termination Date by giving the Landlord not less than six months' written notice following which the Term and this lease will then terminate on the Termination Date but without prejudice to any claim by a party in respect of any antecedent breach of any obligation of any other party under this lease.

6.14.3 If any sums have been paid by the Tenant in relation to the period falling after the Termination Date they will be refunded by the Landlord to the Tenant within fourteen days of the Termination Date and each of the sums to be refunded will be apportioned at the Termination Date in accordance with the following formula:

[Missing Graphic Reference]

where:

A is the full annual amount of the relevant sum;

B is 365; and

C is the number of days from but excluding the Termination Date to but excluding the first date after the Termination Date upon which an instalment of the relevant sum is due or (where such first date after the Termination Date is the day after the Termination Date) zero.

6.14.4 If the Tenant does not exercise its right to break the Term pursuant to clause [6.14.1](#) then the Yearly Rent shall not be payable by the Tenant for the period from and including 21 October 2013 up to and including 20 June 2014 so that:

(A) clause [6.14.3](#) shall apply to any Yearly Rent which has been paid by the Tenant in relation to the period falling after 20 October 2013; and

(B) on 21 June 2014 the Tenant shall pay the Yearly Rent apportioned for the period from and including 21 June 2014 up to and including 28 September 2014.

7. INSURANCE

The provisions of schedule 6 shall apply.

8. GUARANTOR'S OBLIGATIONS

If any guarantee is required pursuant to clause 4.15.4, the Guarantor as a principal obligor will agree with the Landlord that:

8.1 Guarantee

Until the expiry of this lease or until any earlier date when the Guarantor is released by virtue of the Landlord and Tenant (Covenants) Act 1995 from its obligations under this sub-clause:

8.1.1 the Tenant's obligations will be performed;

8.1.2 the Tenant will comply with any authorised guarantee agreement which it enters into on a transfer of this lease; and

8.1.3 to the extent the Tenant's obligations or any such authorised guarantee agreement are not complied with, the Guarantor will comply with them and will indemnify the Landlord against any loss it suffers as a result of any non-compliance.

8.2 Preservation of the Guarantee

The Guarantor's obligations under sub-clause [8.1](#) are not affected by:

8.2.1 any indulgence, compromise or neglect in enforcing the Tenant's obligations or any refusal by the Landlord to accept tendered rent;

8.2.2 any variation or waiver of any of the terms of this lease;

8.2.3 any partial surrender of this lease (and the Guarantor's liability shall continue but only in respect of the Tenant's continuing obligations);

8.2.4 any forfeiture of this lease, whether in whole or in part;

8.2.5 any legal limitation, immunity, incapacity, insolvency or the winding-up of the Tenant or by the fact that the Tenant otherwise ceases to exist;

8.2.6 any action taken by or on the Landlord's behalf in contemplation of re-letting the Premises;

8.2.7 any other act or omission which, but for this provision, would have released the Guarantor from liability;

or any combination of any such matters.

8.3 No right to participate in security

The Guarantor may not participate in, or exercise any right of subrogation in respect of, any security held by the Landlord for the Tenant's obligations.

8.4 Disclaimer

If this lease is disclaimed:

8.4.1 The Landlord may require the Guarantor at its cost to accept a new lease of the Premises on the same terms of, and containing the same agreements as, this lease (and, where any such term applies as at a particular date or period, as at the same date or period), as if this lease had not been disclaimed and as the terms have effect immediately before the disclaimer, for the residue of the Term, and with effect, from the date of disclaimer but the new lease shall omit this clause.

8.4.2 For the purposes of sub-clause [8.4.1](#):

(A) the Landlord may notify the requirement to the Guarantor only within the period of three months commencing on the date of disclaimer;

(B) if there are any matters outstanding under this lease immediately before it is disclaimed, they shall be determined between the Landlord and the Guarantor and be reflected, as appropriate, in the new lease;

(C) the new lease shall be completed within 4 weeks after the date when the Landlord notifies the requirement to the Guarantor.

8.5 Forfeiture or the Tenant ceasing to exist

If this lease is forfeited or if the Tenant ceases to exist, the Landlord may require the Guarantor to:

8.5.1 accept a new lease of the Premises in accordance with sub-clause [8.4](#), as if it applies to forfeiture or the Tenant ceasing to exist and to the date of forfeiture or cessation; or

8.5.2 pay the Landlord an amount equal to the sum by which any money which would have been due from the Tenant pursuant to the Tenant's obligations exceeds any money received by the Landlord in respect of the same type of obligation which may be undertaken by a third party, in both cases from the date of forfeiture or cessation until the earlier of the first date when all the Premises are re-let and income producing and the last day of the Term,

and the Guarantor will comply with the relevant requirement.

8.6 Transfer of the reversion

The benefit of the Guarantor's obligations under this clause will pass to a transferee of the Landlord's reversion in the Premises without need for an express assignment.

IN WITNESS whereof this deed has been executed by the parties hereto and is intended to be and is hereby delivered on the date first above written.

SCHEDULE 1

(The Premises)

ALL THOSE office premises situate on the fifth floor and being part of the Building which are shown edged red on the Plan **ALL** which premises include:

1. the interior coverings and interior facing materials of those parts of the external walls of the Building bounding the said premises and of the columns within the said premises and of the walls within the Building separating them from other parts of the Building;
2. the fixed floor coverings and all materials lying between the upper surface of the structural floor slab and the floor surface;
3. the ceilings, including all materials, light fittings and lights forming part of them, lying below the lower surface of the structural ceiling slab;
4. all non-load bearing walls and partitions lying within the said premises;
5. the doors and door frames within, and on the boundaries of, the said premises;
6. subject to the exclusion in paragraph 10 of this schedule, the window glazing and window frames and other fenestration within the said premises; and
7. all plant and other apparatus and conducting media which are designed to serve the said premises exclusively including any which the Landlord may permit under clause 4.14 but subject to paragraph 12 below,

but exclude:
 8. all Service Media including all plant and other apparatus and conducting media which are designed to serve the said premises;
 9. the load bearing structure of the Building including the load bearing structure of the roofs, foundations, external and internal walls and columns and the structural slabs of the ceilings and floors;
 10. the external surfaces of the Building (except the external surfaces of any doors and door frames referred to in paragraph 5) and the whole of the window glazing and window frames and other fenestration constructed in the external walls and in the other boundaries of the said premises; and
 11. all other parts of the Building which are not comprised in any Lettable Unit;
 12. the Superior Landlord's building management system, the Building's fire alarm system and sprinklers; and
 13. the fan-coil units and associated pipes and ducts to the fan-coils located within the said premises.

SCHEDULE 2

(Easements and rights granted)

Each of the following, all of which are exercisable in common with others except to the extent any is referred to as being exclusive:

1. The right in connection with the permitted use, subject to clause 6.3 and to compliance with the superior landlord's reasonable rules and regulations (if any) for the exercise of such right:
 - 1.1 for the Tenant, its servants and duly authorised agents and visitors, for the purpose only of using the Premises in accordance with this lease, to use the Common Parts for the purpose for which they are provided;
 - 1.2 to use the Service Media; and
 - 1.3 to use such lavatories in the Building as the Landlord or the Superior Landlord (as appropriate) shall reasonably designate and (if relevant) the Landlord shall be obliged to take all reasonable steps to procure that the Superior Landlord makes or procures such designations.
2. The right of support, shelter and protection for the Premises from the other parts of the Building as are enjoyed by the Premises at the date of this lease.
3. The right to use the refuse area in the Building as reasonably specified by the Superior Landlord and (if relevant) the Landlord shall be obliged to take all reasonable steps to procure that the Superior Landlord makes or procures such designations.
4. The right to have displayed the name-plate or sign referred to in clause [4.14.2](#) but the Superior Landlord shall be entitled to relocate the name-plate or sign at any time.
5. The right to install in the area edged red on Plan 2 annexed to the Superior Lease (or such other area on the roof of the Building as the Landlord shall from time to time designate) Tenant's plant and equipment serving the Premises subject to the Landlord's prior approval of the type and size of the equipment, the manner of its installation and its precise location which approval shall not be unreasonably withheld or delayed together with the right of access at all times to such area for inspection, repair and maintenance purposes provided that under no circumstances shall such plant or equipment once installed exceed in height the perimeter fence situated on the roof of the Building.
6. The exclusive right to use the terraced area edged green on the Plan subject to observing such reasonable rules and regulations as to the use of such terrace as are notified to the Tenant by the Landlord from time to time.
7. The right to use the Portman Square gardens in accordance with schedule 7.
8. The right to pass and repass on foot only over and along the Shared Areas for the purposes of access to and egress from the Premises and the Common Parts.

SCHEDULE 3

(Exceptions and reservations)

1. The right to build, alter or extend (whether vertically or laterally) any building on any adjacent premises of the landlord notwithstanding that access of light and air to the premises may be diminished.
2. The right, at reasonable times on reasonable prior notice (except in an emergency), to enter the Premises as often as may be necessary for any purpose for which the Tenant agrees to permit entry and for all purposes in connection with carrying out the Services or complying with any Enactment.
3. The right to use and to deal in any way with any Service Media located in or accessible only through the Premises for the benefit of any other part of the Building or any adjacent or neighbouring land.
4. The right to erect and maintain scaffolding on or against any part of the Building so long as reasonable and sufficient means of accessing and servicing the Premises are maintained.
5. All rights of light, air and other easements and rights enjoyed by the Premises from or over any other part or parts of the Building or any adjacent or

neighbouring land.

6. The right for any security staff employed by the Landlord or its agents to enter the Premises if it shall be considered necessary or desirable so to do for the security of the Building.

7. The right at reasonable times on 48 hours prior written notice (except in an emergency) to pass and repass on foot only through the Premises:

7.1 between any two parts of the Shared Areas;

7.2 between the Landlord's Premises and the goods lift marked "Goods Lift" on the Plan (provided that the goods lift is only used for items which cannot reasonably or properly be transported by the passenger lift); and

7.3 in the event of fire or other emergency or emergency evacuation practice from the Landlord's Premises to the fire escape marked "Fire Escape" on the Plan.

such rights being reserved for the benefit of the Landlord's Premises and the premises demised by the Superior Lease and the Head Lease

Provided That:

- (a) entry shall only be effected upon such part or parts of the Premises as shall be reasonably necessary and only for such periods as are reasonably necessary and the person exercising such rights shall comply with the Tenant's reasonable security requirements;
- (b) the persons exercising such right (and in default the Landlord) shall cause as little damage or inconvenience to the Premises and the Tenant or any other lawful occupiers as reasonably possible; and
- (c) the Landlord shall make good to the reasonable satisfaction of the Tenant any damage caused by such entry whether to the Premises or to the contents thereof and shall indemnify the Tenant against such loss thereby suffered by it.

SCHEDULE 4

(Rent and rent review)

1. DEFINITIONS

In this schedule:

1.1 "**Current Rent**" means the amount of the Yearly Rent payable immediately before the Review Date ignoring any cesser of the Yearly Rent pursuant to paragraph 1.2 of schedule 6;

1.2 "**Review Rent**" means the yearly market rack rental value which might reasonably be expected to be payable, following the expiry of any period at the beginning of the term which might be negotiated in the open market for the purposes of fitting out, during which no rent, or a concessionary rent, is payable, if the Premises had been let in the open market by a willing lessor to a willing lessee with vacant possession, on the Review Date, without fine or premium, for a term of ten years from the Review Date, and otherwise upon the provisions (save as to the amount of the Yearly Rent but including the provisions for rent review at five yearly intervals) contained in this lease and on the assumptions that:

1.2.1 the provisions of this lease have been complied with (save in respect of the Landlord's obligations where the Landlord is in persistent breach of the same);

1.2.2 the Permitted Use and the Premises comply with Planning Law and every other Enactment and that the lessee may lawfully implement and carry on the Permitted Use;

1.2.3 the Premises are fit for immediate occupation and operation of the Permitted Use;

1.2.4 the Premises have been completed to the standard described in the Specification;

1.2.5 no work has been carried out to the Premises which has diminished their rental value;

1.2.6 in case the Premises or the remainder of the Building or any part of it has been destroyed or damaged it has been fully restored;

1.2.7 the Net Internal Area of the Premises is 10,972 square feet,

1.2.8 but disregarding any effect on rent of:

(A) the fact that the Tenant or other occupier or their respective predecessors in title has been or is in occupation of the Premises;

- (B) any goodwill attached to the Premises by the carrying on of any business in them;
- (C) any works carried out to the Premises during the Term by or on behalf of the Tenant or any permitted underlessee, in either case at its own expense pursuant to a licence granted by the Landlord and otherwise than pursuant to an obligation to the Landlord provided that the obligation to comply with all Enactments in clause [4.2](#) shall not be an obligation to the Landlord for the purposes of this paragraph; and
- (D) the Tenant's Works (save for the Division Works) as defined in the Agreement for Lease dated 25 August 2009 made between the Landlord (1) and the Tenant (2).

1.3 **“Review Surveyor”** means an independent chartered surveyor appointed pursuant to paragraph [3.1](#) and, if he is to be nominated by The Royal Institution of Chartered Surveyors, it shall be requested to nominate an independent chartered surveyor having not less than ten years’ practice next before the date of his appointment and recent substantial experience in the letting and valuation of office premises of a similar character and quality to those, and in the locality, of the Premises and who is a partner or director of a leading firm or company of surveyors having specialist market and valuation knowledge of such premises.

2. YEARLY RENT FROM REVIEW

The Yearly Rent from the Review Date until the end of the Term shall be the higher of:

- 2.1 the Current Rent; and
- 2.2 the Review Rent.

3. FAILURE TO AGREE REVIEW RENT

If the Landlord and the Tenant have not agreed the Review Rent three months before the Review Date it shall, without prejudicing the Landlord’s and Tenant’s ability to agree it at any time, be assessed as follows:

- 3.1 the Review Surveyor shall, if his appointment is agreed, be appointed by the Landlord and the Tenant to assess the Review Rent or, if his appointment is not agreed at any time, be nominated to assess the Review Rent by The Royal Institution of Chartered Surveyors on the application of the Landlord or the Tenant;
- 3.2 the Review Surveyor shall act as an arbitrator and the arbitration shall be conducted in accordance with the Arbitration Act 1996: and
- 3.3 if the Review Surveyor refuses to act, or is or becomes incapable of acting or dies, the Landlord or the Tenant may apply for the appointment of another Review Surveyor.

4. PAYMENTS ON ACCOUNT

If the Review Rent has not been agreed or assessed by the Review Date, the Tenant shall:

- 4.1 continue to pay the Current Rent on account; and
- 4.2 pay the Landlord, within fourteen days after the Review Rent is determined and notified in writing to the Tenant:
 - 4.2.1 any amount by which the Review Rent, for the period commencing on the Review Date and ending immediately before the quarter day following the date of payment, exceeds the Current Rent paid on account for the same period; and
 - 4.2.2 interest, but calculated at 4% below the Stipulated Rate and in respect of each instalment of the Yearly Rent due for payment during the period referred to in paragraph [4.2.1](#), on the difference between the amount which would have been payable on the relevant quarter day, had the Review Rent then been determined, and the amount then paid on account (the interest being payable from the date on which the instalment was due up to the date of payment of the interest).

5. RESTRICTIONS ON REVIEW

If an Enactment restricts the right to review rent or to recover an increase in rent otherwise payable then, when the restriction is released, the Landlord may, at any time within six months after the date of release, give the Tenant not less than one month’s notice requiring an additional rent review as at the next following quarter day, which shall for the purposes of this lease be a Review Date.

6. MEMORANDUM

As soon as possible after any increase in rent is agreed or determined pursuant to this schedule, a memorandum recording the increase shall be signed on behalf of the Landlord the Tenant and the Guarantor (if any) respectively and exchanged between them.

SCHEDULE 5

(Covenants etc.)

Those contained in the title registers for title number NGL903755 so far as they subsist and relate to the Premises.

SCHEDULE 6

(Insurance and Uninsured Damage)

1. INSURANCE

1.1 Tenant's obligations

The Tenant agrees:

- 1.1.1 Not to do or omit anything by which any insurance policy, of which the Tenant shall have been provided with particulars, relating to the Building or any part of it becomes void or voidable or by which the rate of premium on such policy may be increased.
- 1.1.2 To comply with all requirements and reasonable recommendations of the insurers and to provide and maintain unobstructed, appropriate operational fire fighting equipment and fire notices on the Premises.
- 1.1.3 To notify the Landlord, without unreasonable delay, of any incidence of an Insured Risk or any Uninsured Damage on the Premises and of any other event which ought reasonably to be brought to the insurers' attention.
- 1.1.4 If the Tenant or any person claiming title from it is entitled to the benefit of any insurance of the Premises, to cause all money paid under such insurance to be applied in making good the loss or damage for which it was paid.
- 1.1.5 If any damage is caused to the Building and any insurance money under the Superior Landlord's insurance is irrecoverable because of a breach of the Tenant's obligations, to pay the Superior Landlord on demand the whole of the irrecoverable insurance money.
- 1.1.6 If there is any deficiency in any insurance money received by the Superior Landlord in respect of the replacement of any damage or destruction referred to in paragraph 1.1.5 of Schedule 7 to the Superior Lease because the Tenant has failed to comply with its obligations under clause 4.12.3 to pay the Superior Landlord the amount of the deficiency in the insurance money.
- 1.1.7 To pay to the Superior Landlord on demand an amount equal to the total of all excess sums which the insurers are not liable to pay out on any insurance claim in respect of the Premises and which the Superior Landlord has paid in repairing damage to the Premises caused by an Insured Risk.

1.2 Rent Cesser

If:

- 1.2.1 the Premises (except any demountable partitioning, window blinds and wall or floor surface coverings not installed by or at the cost of the Superior Landlord and fixtures which are tenant's trade fixtures) or the essential means of access to them are damaged by an Insured Risk, so that the Premises are incapable of occupation and use; and
- 1.2.2 payment of any insurance money has not been vitiated by a breach of the Tenant's obligations,

the Yearly Rent and the Service Rent, or a fair proportion of them according to the nature and extent of the damage sustained, shall cease to be payable from the date when the damage occurred until whichever is the earlier of the date on which the Premises (except as set out in paragraph [1.2.1](#)) and, if applicable, the essential means of access to them are made fit for substantial occupation and use and the date of expiry of the period for which loss of rent is insured by the Superior Landlord (not being less than five years) and any dispute about such cessation shall be determined by an arbitrator to be appointed, in default of agreement, on the application of the Landlord or the Tenant to The Royal Institution of Chartered Surveyors in accordance with the Arbitration Act 1996.

1.3 Ending of the lease following major damage

If the Premises or the essential means of access to them are damaged by an Insured Risk so that the Premises are incapable of occupation and use, this lease may be determined:

1.3.1 by the Tenant, but only if:

- (A) the Superior Landlord has not commenced the necessary replacement work by the expiry of 24 months after the date when the damage occurred; or
- (B) the necessary replacement work is not substantially complete by the expiry of the period for which loss of rent is insured,

and, in either case:

(C) payment of any insurance money has not been vitiated by a breach of the Tenant's obligations; and

(D) it does not owe the Superior Landlord any debt under paragraphs [1.1.5](#) or [1.1.6](#) of this Schedule; and

(E) it serves the Landlord, by the expiry of 26 months after the date when the damage occurred (if paragraph (A) applies) or by the expiry of the period for which loss of rent is insured (if paragraph (B) applies), with not less than three months prior notice to determine provided that such notice cannot be served if the reinstatement works have been completed; and

1.3.2 by the Landlord, but only if:

(A) despite having used all reasonable endeavours to achieve a lawful commencement of the necessary replacement work by the expiry of the period specified in paragraph [1.3.1\(A\)](#), the Superior Landlord was unable to do so; or

(B) the necessary replacement work is not substantially complete by the expiry of the period for which loss of rent is insured,

and in the case of paragraphs (A) and (B):

(C) it serves the Tenant, by the expiry of 28 months after the date when the damage occurred (if paragraph (A) applies) or by the expiry of the period for which loss of rent is insured (if paragraph (B) applies), with not less than 21 days' prior notice to determine provided that such notice cannot be served if the reinstatement works have been completed.

1.3.3 Once a notice has been served under clause [1.3.1](#) or [1.3.2](#), it shall be irrevocable and, on the expiry of the notice, this lease shall determine without prejudice to any accrued rights of any party and the Superior Landlord shall be entitled to retain the insurance money.

1.3.4 For the purposes of this clause, reinstatement work:

(A) commences when it would be treated as commencing under Section 56 of the Town & Country Planning Act 1990 but work of demolition does not, of itself, signify commencement; and

(B) is substantially complete when any person, appointed by the Landlord to certify its completion, certifies that it is complete, whether by issue of a certificate of practical completion or otherwise.

1.3.5 Time is of the essence of the periods referred to in this clause.

2. OPTION TO DETERMINE FOLLOWING UNINSURED DAMAGE

2.1 If there is Uninsured Damage such that the Premises or the essential means of access to them are damaged so that the Premises are incapable of occupation and use and the Superior Landlord by service of notice in writing (an "Election Notice") on the Landlord following the date on which such Uninsured Damage occurs elects to rebuild or reinstate the Premises and the Common Parts at its own cost;

2.1.1 paragraph [1.2](#) shall apply as if the Uninsured Damage had been damage by an Insured Risk which occurred on the date on which the Election Notice is served; and

2.1.2 paragraph [1.3](#) shall apply as if the Uninsured Damage had been damage by an Insured Risk but substituting for the words "after the date when the damage occurred" in paragraphs [1.3.1\(A\)](#) and (E) the words "after the date on which the Election Notice is served".

2.2 If the Superior Landlord has not served an Election Notice within 12 months following the date on which Uninsured Damage occurs (time being of the essence) in accordance with paragraph [2.1](#) either the Landlord or the Tenant may at anytime thereafter (unless in the meantime the Superior Landlord serves an Election Notice) forthwith determine this lease (but without prejudice to any claim by either party in respect of any antecedent breach of covenant).

3. TERMINATION OF SUPERIOR LEASE

This lease shall also terminate if the Superior Lease is terminated pursuant to any of the provisions contained in Schedule 7 to the Superior Lease.

4. RETENTION OF INSURANCE PROCEEDS

On the termination of this lease pursuant to paragraphs [1.3](#) or 2 or 3 the Superior Landlord may retain for its exclusive benefit the proceeds of the insurance.

SCHEDULE 7

(Garden Rate)

1. In consideration of the covenants and conditions hereinafter reserved and contained and on the part of the Tenant to be observed and performed the Landlord grants or procures the grant to the Tenant of the right to use in connection with the Premises (in common with the other persons to whom a like right may be granted by the head landlord or the Superior Landlord or the Landlord or other owners or trustees of the garden as hereinafter defined) the (the "Garden") (the garden of Portman Square) for the purpose of recreation and leisure for the term such purposes however to be subject to the rules and regulations for the use and good management of the Garden as hereinafter provided.

2. The Tenant covenants with the Landlord that the Tenant will conform to and observe all Enactments and all rules and regulations made as hereinafter provided for the maintenance and use of the Garden and will not admit into the Garden any person not entitled to the use of the same.

3. The Tenant agrees that:

3.1 the said rules and regulations may provide for the exclusion from the use and enjoyment of the Garden of the Tenant or any other person who would otherwise be entitled to such use under the foregoing grant in case of default in payment of the Garden Rate or of other wilful breach of such rules and regulations or any of them;

3.2 the Tenant may in the exercise of the right hereby granted allow such other persons as may be authorised by it to use the Garden subject to the terms and conditions here mentioned provided that the Tenant will indemnify the Landlord in respect of any loss or damage caused by such persons so authorised;

4. Rules and Regulations

The Tenant agrees that:

4.1 The use of the Garden is reserved exclusively to the Head Landlord and its lessees and sub-lessees and their licensees of the premises fronting to or abutting on Portman Square and their families and to any other persons to whom the Clerk of the Garden in his discretion may allow access.

4.2 No persons other than those having the right of entrance shall be entitled to hold or possess a key of the Garden gates and no person so entitled shall permit his key to be given or lent to or used by any person other than the members of his family. Every person entering the Garden shall at the request of the gardener produce his key and give his name and address.

4.3 Young children must be accompanied by a nurse or other responsible person.

4.4 No person shall climb damage pull down or destroy any of the trees shrubs or plants or pluck the flowers in the Garden or break deface or injure any of the seats or any other property belonging thereto or wilfully cut up or injure the surface of the gravel walks or lawns or trample on or injure the beds or place or leave any obstructions or things on the walks or elsewhere. No person shall leave the gates open.

4.5 Bicycles or tricycles are not allowed in the Garden.

4.6 Stone throwing and noisy and disorderly conduct and every other practice likely to annoy the residents or to interfere with the quiet use and enjoyment of the Garden is forbidden.

4.7 No carpets rugs doormats or other articles shall be beaten shaken cleaned or dusted in any part of the Garden. No dust or rubbish shall be swept or thrown or paper scattered on any part of the Garden or on the railings or gates thereof.

4.8 Only dogs in the charge of owners or their representatives are allowed in the Garden and they must be under control and kept on a lead at all times.

APPENDIX 1

(Premises Plan Building Plan)

APPENDIX 2

(Part I of schedule 5 to Superior Lease)

“(Services to be provided by the Landlord in accordance with the principles of good estate management, to at least a reasonable standard and at a commensurate reasonable cost pursuant to clause 5.2)

1. Inspecting, maintaining and repairing, altering, rebuilding and renewing and, where appropriate, treating, washing down, painting and decorating all parts of the Building described in paragraphs 8 to 11 of schedule 1.
2. Inspecting, servicing, maintaining and repairing, renewing, overhauling and replacing all apparatus, plant, machinery and equipment within the Building which is at any time not serving any Lettable Unit exclusively.
3. Inspecting, maintaining, repairing, cleansing, emptying, altering and renewing all Service Media.
4. Providing, maintaining, operating, renewing and replacing any fire alarms and ancillary apparatus and fire prevention and fire fighting equipment and apparatus in the Common Parts.
5. Keeping the Common Parts properly cleansed, treated, maintained, repaired and adequately lit.

6. Providing such mechanical ventilation, heating and cooling for such parts of the Building and for such hours and times of the year as the Landlord shall determine.
7. Providing and maintaining any architectural or ornamental features or murals and any plants, shrubs, trees or garden area in the Common Parts and maintaining the same.
8. Supplying, whether by purchase or hire, and maintaining, renewing, replacing, repairing and servicing all fixtures and receptacles, appliances, materials, equipment, plant and other things reasonably necessary for the maintenance, upkeep or cleanliness of the Building or any part of it or otherwise in connection with the provision of the Services.
9. Cleaning as frequently as shall be reasonably necessary the exterior and interior of all window glazing and window frames and other fenestration units in the Common Parts and the outside of the window glazing referred to in paragraph 10 of schedule 1.
10. Providing a security service to the Common Parts.
11. Collecting, and if appropriate treating or packaging, and disposing of refuse from the Building and the provision, repair, maintenance and renewal of any plant and equipment in connection with it.
12. Maintaining during Normal Business Hours an adequate supply of hot and cold water and supplying washing and toilet requisites in the lavatory accommodation in the Common Parts.
13. Implementing any infestation control in the Common Parts.
14. Providing one or more commissionaires in the ground floor entrance lobby of the Building during Normal Business Hours.
15. Any other services relating to the Building or any part of it provided by the Landlord from time to time which shall be:
 - 15.1 reasonably capable of being enjoyed by the occupier of the Premises; or
 - 15.2 reasonably calculated to be for the benefit of the Tenant and other tenants of the Building; or
 - 15.3 appropriate for the maintenance, upkeep or cleanliness of the Building; or
 - 15.4 otherwise in keeping with the principles of good estate management,

and any reference in this schedule to renewal includes renewal, in accordance with the principles of good estate management, of the relevant part of the Building which is beyond its natural life even though it is not malfunctioning.”

APPENDIX 3

(Part II of schedule 5 to Superior Lease)

“(All undermentioned costs to be properly incurred in accordance with the principles of good estate management)”

1. All fees and disbursements of any individual, firm or company retained by or on behalf of the Landlord or its agents in connection with discharging management functions in respect of the Building and the provision of the Services, including managing agents' fees.
2. The reasonable fees of the Landlord for any of the Services or for the functions and duties referred to in paragraph 1 of this part of this schedule which shall be undertaken by the Landlord and not by a third party.
3. The cost (in addition to any fees referred to in paragraph 2 and where the context permits paragraph 1 of this part of this schedule) of employing (whether by the Landlord or any managing agents or any other individual or firm or company) such staff as the Landlord may consider appropriate for the performance of the Services and the functions and duties referred to in paragraph 1 of this part of this schedule and all other incidental expenditure in relation to such employment including, without prejudice to the generality of the foregoing:
 - 3.1 salaries, wages, pensions and pension contributions, benefits in kind and other emoluments and National Insurance and other statutory contributions or levies;
 - 3.2 the provision of uniforms and working clothing;
 - 3.3 the provision of vehicles, tools, appliances, IT and communications equipment, furniture cleaning and other material fixtures, fittings and other equipment for the proper performance of their duties and a store for housing the same; and
 - 3.4 a reasonable notional rent for any premises reasonably provided rent-free for every such person's use occupancy or residence.
4. The cost of entering into any contracts for the carrying out of all or any of the Services.
5. All rates and other outgoings which are now or during the Term shall be assessed on:
 - 5.1 the whole of the Building, where there is no separate assessment on or for a Lettable Unit;

- 5.2 the whole or any part of the Common Parts;
- 5.3 any residential accommodation provided for staff employed in connection with the Building and any other premises provided as referred to in paragraph 3.4 of this part of this schedule,
- excluding any tax (other than VAT) payable by the Landlord as a direct result of any actual or implied dealing with the reversion of any lease or of the Landlord's receipt of income.
6. The cost of the supply of electricity and other fuel for the provision of the Services and the cost of any electricity generating, transforming, monitoring, metering and distribution plant, machinery and equipment in or servicing the Building.
7. The cost which the Landlord may be called upon to pay as a contribution towards the expense of making, repairing, maintaining, rebuilding and cleansing any ways, roads, pavements or structures, Service Media or anything which may belong to or be used for the Building or any part of it exclusively or in common with other neighbouring or adjoining premises.
8. The cost of taking all steps for complying with or making representations against or otherwise contesting the incidence of the provisions of any Enactment relating to or alleged to relate to the Building or any part or it for which any tenant is not directly and exclusively liable.
9. The cost to the Landlord of any payments made pursuant to clause 4.4.2 of the Head Lease.
10. The cost to the Landlord of abating any nuisance in or at the Building or any part of it insofar as the same is not the liability of any tenant.
11. The cost of making such provision (if any) for anticipated expenditure in respect of any of the Services as the Landlord shall consider appropriate.
12. Any interest and fees in respect of money borrowed to finance the provision of the Services and the costs referred to in this part of this schedule or any of them.
13. Any VAT (or any tax of a similar nature which may be substituted for or levied in addition to it) incurred by the Landlord on any other amount comprised in the Service Cost, save to the extent that the Landlord obtains credit for such VAT incurred by the Landlord pursuant to sections 24, 25 and 26 Value Added Tax Act 1994 or any regulations made thereunder.
14. All other costs incurred in connection with the provision of the Services.”

APPENDIX 4

(Specification)

SIGNED AS A DEED by WELLS FARGO)
& COMPANY a company incorporated)
in Delaware, USA acting by Donald E Dana)
being a person who, in)
accordance with the laws of that territory, is)
acting under the authority of the company)

/s/ Donald E. Dana

Authorised signatory

SIGNED AS A DEED by COSTAR UK)
acting by two directors or one director and)
the company secretary)

/s/ Paul Marples

Director

/s/ Matthew Green

Director/Secretary

SUBSIDIARIES OF THE REGISTRANT

- a) CoStar Realty Information, Inc., a Delaware corporation
- b) CoStar Limited, a U.K. company
- c) CoStar U.K. Limited, a U.K. company
- d) Property Investment Exchange Limited, a U.K. company
- e) Grecam S.A.S., a France Société par Actions Simplifiée
- f) Property and Portfolio Research, Inc., a Delaware corporation
- g) Property and Portfolio Research Ltd., a U.K. company
- h) Resolve Technology, Inc., a Delaware corporation
- i) 1331 L Street Holdings, LLC, a Delaware limited liability company

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the following Registration Statements of CoStar Group, Inc. and in the related Prospectuses:

- (1) Registration Statement Number 333-82599 on Form S-8
- (2) Registration Statement Number 333-92165 on Form S-8
- (3) Registration Statement Number 333-45770 on Form S-8
- (4) Registration Statement Number 333-69548 on Form S-8
- (5) Registration Statement Number 333-135709 on Form S-8
- (6) Registration Statement Number 333-143968 on Form S-8

of our reports dated February 25, 2010, with respect to the consolidated financial statements of CoStar Group, Inc., incorporated by reference in its Annual Report (Form 10-K) for the year ended December 31, 2009, and the financial statement schedule of CoStar Group, Inc., and the effectiveness of internal control over financial reporting of CoStar Group, Inc included therein, filed with the Securities and Exchange Commission.

/s/ Ernst & Young LLP

McLean, Virginia
February 25, 2010

CERTIFICATION

I, Andrew C. Florance, certify that:

1. I have reviewed this annual report on Form 10-K of CoStar Group, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13(a)-15(f) and 15(d)-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 25, 2010

By: /s/ Andrew C. Florance
Andrew C. Florance
Chief Executive Officer
(Principal Executive Officer and
Duly Authorized Officer)

CERTIFICATION

I, Brian J. Radecki, certify that:

1. I have reviewed this annual report on Form 10-K of CoStar Group, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13(a)-15(f) and 15(d)-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 25, 2010

By: /s/ Brian J. Radecki
Brian J. Radecki
Chief Financial Officer
(Principal Financial and Accounting Officer and Duly
Authorized Officer)

CoStar Group, Inc.
2 Bethesda Metro Center, 10th floor
Bethesda, MD 20814

February 25, 2010

Securities and Exchange Commission
450 5th Street, NW
Washington, DC 20549

Re: Certification Of Principal Executive Officer Pursuant To 18 U.S.C. Sec. 1350

Dear Ladies and Gentlemen:

In connection with the accompanying Annual Report on Form 10-K of CoStar Group, Inc., for the year ended December 31, 2009, I, Andrew C. Florance, Chief Executive Officer of CoStar Group, Inc., hereby certify pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1) such Annual Report on Form 10-K of CoStar Group, Inc., for the year ended December 31, 2009, fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m or 78o (d)); and

2) the information contained in such Annual Report on Form 10-K of CoStar Group, Inc., for the year ended December 31, 2009, fairly presents, in all material respects, the financial condition and results of operations of CoStar Group, Inc.

By: /s/ Andrew C. Florance
Andrew C. Florance
Chief Executive Officer
(Principal Executive Officer and
Duly Authorized Officer)

A signed original of this written statement required by Section 906, or other document authenticating, acknowledging or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 906, has been provided to CoStar Group, Inc. and will be retained by CoStar Group, Inc. and furnished to the Securities and Exchange Commission or its staff upon request.

In accordance with Item 601 of Regulation S-K, this certification is being "furnished" as Exhibit 32.1 to CoStar Group, Inc.'s annual report and shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934 (the "Exchange Act") or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference in any filing under the Securities Act of 1933 or the Exchange Act, except as expressly set forth by specific reference in such a filing.

CoStar Group, Inc.
2 Bethesda Metro Center, 10th floor
Bethesda, MD 20814

February 25, 2010

Securities and Exchange Commission
450 5th Street, NW
Washington, DC 20549

Re: Certification Of Principal Financial Officer Pursuant To 18 U.S.C. Sec. 1350

Dear Ladies and Gentlemen:

In connection with the accompanying Annual Report on Form 10-K of CoStar Group, Inc., for the year ended December 31, 2009, I, Brian J. Radecki, Chief Financial Officer of CoStar Group, Inc., hereby certify pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1) such Annual Report on Form 10-K of CoStar Group, Inc., for the year ended December 31, 2009, fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m or 78o (d)); and

2) the information contained in such Annual Report on Form 10-K of CoStar Group, Inc., for the year ended December 31, 2009, fairly presents, in all material respects, the financial condition and results of operations of CoStar Group, Inc.

By: /s/ Brian J. Radecki
Brian J. Radecki
Chief Financial Officer
(Principal Financial and Accounting Officer and Duly Authorized
Officer)

A signed original of this written statement required by Section 906, or other document authenticating, acknowledging or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 906, has been provided to CoStar Group, Inc. and will be retained by CoStar Group, Inc. and furnished to the Securities and Exchange Commission or its staff upon request.

In accordance with Item 601 of Regulation S-K, this certification is being "furnished" as Exhibit 32.2 to CoStar Group, Inc.'s annual report and shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934 (the "Exchange Act") or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference in any filing under the Securities Act of 1933 or the Exchange Act, except as expressly set forth by specific reference in such a filing.