

January 4, 2011

Tom Barrett, Mayor
City of Milwaukee
200 E. Wells Street
City Hall Room 201
Milwaukee, WI 53202

**RE: Marketing Agreement with Utility Service Partners Private Label,
Inc. d/b/a Service Line Warranties of America (“SLWA”)**

Dear Mayor Barrett:

We have discussed entering into a marketing agreement between the City of Milwaukee “Milwaukee” and SLWA.

SLWA provides affordable utility service line warranties to consumers. It is SLWA’s understanding that, in consideration of the License Fee (as defined below) to be paid by SLWA to Milwaukee, Milwaukee has agreed to cooperate with SLWA in marketing SLWA’s services to Milwaukee’s residents and homeowners (the “Residents”) as described below:

1. Milwaukee hereby grants to each of SLWA a non-exclusive license to use Milwaukee’s name and logos on letterhead and marketing materials to be sent to the Residents from time to time, and to be used in advertising, all at SLWA’ sole cost and expense and subject to Milwaukee’s prior review and approval, which will not be unreasonably conditioned, delayed, or withheld.
2. As consideration for such license, SLWA will be jointly and severally liable to pay to Milwaukee, within 30 days of the end of the final calendar quarter, 10% of the revenue from USP warranty subscriptions collected from the Residents during such calendar year (the “License Fee”), together with a statement certifying collections of such USP revenue, so long as this marketing agreement remains in effect. Milwaukee will have the right, at its expense, to conduct an annual audit, upon reasonable notice and during normal business hours, of SLWA’ books and records pertaining to sales and rentals to the Residents while this marketing agreement is in effect and for one year after any termination of this marketing agreement.
3. The term of this marketing agreement will be for one year from the date of the execution of the acknowledgement below and this agreement will then renew on an annual basis unless one of the parties gives the other advance written notice of at least 90 days that it does not intend to renew this marketing agreement. Milwaukee may terminate this marketing agreement 30 days after giving notice to SLWA that one or both of them are in material breach of this agreement if such breach is not cured during such 30-day period. SLWA will be permitted to complete any marketing initiative initiated or planned prior to the effective date of any termination of this marketing agreement and shall pay the License Fee to the Milwaukee for the calendar year in which this marketing

agreement is terminated after which time, except for SLWA' obligation to permit Milwaukee to conduct an audit as described above, neither party will have any further obligations to the other and the license described in this letter will terminate.

4. SLWA shall, jointly and severally, indemnify, hold harmless, and defend Milwaukee, its elected officials, appointed officials, and employees from and against any loss, claim, liability, damage, or expense that any of them may suffer, sustain or become subject to in connection with any third party claim (each a "Claim") resulting from the negligence or willfulness of either of SLWA in connection with, arising out of or by reason of this marketing agreement, provided that the applicable indemnitee notifies SLWA of any such Claim within a time that does not prejudice the ability of SLWA to defend against such Claim. Any indemnitee hereunder may participate in its, his, or her own defense, but will be responsible for all costs incurred, including reasonable attorneys' fees, in connection with such participation in such defense.

If Milwaukee agrees that the foregoing fully and accurately describes the agreement between Milwaukee and SLWA, please arrange to have a duly authorized representative of Milwaukee execute and date the acknowledgement below in each of the duplicate original versions of this letter and return one to me in the enclosed self-addressed stamped envelope.

If you have any questions or wish to further discuss this marketing agreement, please do not hesitate to contact me.

Very truly yours,

Utility Service Partners Private Label, Inc.

By: _____

Print Name: _____

Title: _____

By: _____

Print Name: _____

Title: _____

Acknowledged and Agreed:

Milwaukee hereby acknowledges and agrees that the foregoing letter fairly and accurately describes the agreement between Milwaukee and SLWA as of the date of this acknowledgement.

City of Milwaukee:

By: _____

Date: _____

Print Name: _____

Title: _____