

November 15, 2011

Ghassan Korban, P.E.
Commissioner of Public Works
City of Milwaukee
841 N. Broadway, Room 501
Milwaukee WI 53202

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

Dear Commissioner Korban:

We have discussed entering into a marketing agreement between the City of Milwaukee (the "City") 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 City, City has agreed to cooperate with SLWA in marketing SLWA's water and sewer line services (the "Service Program") to City's residents and homeowners (the "Residents") as described below:

1. City hereby grants to SLWA a non-exclusive license to use City'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's sole cost and expense and subject to City's prior review and approval, which will not be unreasonably conditioned, delayed, or withheld. Such license shall not include use of City's corporate seal.
2. As consideration for such license, SLWA will be liable to pay to City, 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 SLWA revenue, so long as this marketing agreement remains in effect. City will have the right, at its expense, to conduct audits, upon reasonable notice and during normal business hours, of SLWA's 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 wishes to terminate the marketing agreement. City may terminate this marketing agreement 30 days after giving notice to SLWA that SLWA is 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 prior to the date of the notice of termination of this marketing agreement and shall pay the License Fee to the City for the calendar year in which this marketing agreement is terminated after which

time, except as herein provided, neither party will have any further obligations to the other and the license described in this letter will terminate.

4. SLWA shall indemnify, hold harmless, and defend City, 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 SLWA in connection with, arising out of or by reason of this marketing agreement or a Resident's participation in the Service Program, provided that the applicable indemnitee notifies SLWA of any such Claim of which it has knowledge 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.

5. SLWA shall be solely responsible to meet SLWA's insurance needs as required by the City, including general and professional liability and property damage, during the term of this marketing agreement or any extension thereof. A Certificate of Insurance shall be provided to the City as evidence thereof naming the City as an additional insured for public liability and property damage, and providing for a thirty (30) day notice to the City prior to termination or cancellation of the policy. The City reserves the right to require review and approval of the actual policy of insurance before it executes this marketing agreement. The minimum limits of insurance required by the City under this marketing agreement are as follows:

Bodily Injury	\$1,000,000 per occurrence \$1,000,000 in aggregate
Property Damage	\$500,000 per occurrence \$500,000 in aggregate
Professional Liability	\$2,000,000 any one claim

6. SLWA agrees that for so long as this marketing agreement is in effect, any changes to the Terms, Limitations, and Exclusions for External Sewer Line and External Water Line of the Service Program or to rates for the Service Programs now in effect and attached to this marketing agreement as Exhibit 1, that could be construed to increase the cost of the Programs to Residents, or to provide Residents with lesser service, shall not be implemented without prior review by City and, if applicable, approval by the State of Wisconsin.

7. Records shall be maintained in accordance with requirements prescribed by City with respect to all matters covered by this marketing agreement. Both parties understand that City is bound by the Wisconsin Public Records Law, and as such, all of the terms of this agreement are subject to and conditioned on the provisions of Wis. Stat. Section 19.21, et seq. SLWA acknowledges that it is obligated to assist City in retaining and

producing records that are subject to the Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this agreement, and that SLWA must defend and hold City harmless from liability under that law arising from SLWA's action or inaction. Except as otherwise authorized, these records shall be maintained for a period of seven years after receipt of the final payment under this agreement.

8. Prior to execution of this marketing agreement, SLWA shall execute an affidavit verifying that it has searched its records and those of any predecessor company regarding any records of investments of profits from slavery or slaveholder insurance policies during the slavery era, and disclosing the names of any enslaved persons or slaveholders described in those records.

9. In all hiring or employment made possible by or resulting from this marketing agreement there will not be any discrimination against any qualified employee or qualified applicant for employment because of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, past or present membership in the military service, familial status, or based upon affiliation with, or perceived affiliation with, any of these protected categories. This requirement shall apply to but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. SLWA shall include or cause to be included in each subcontract covering any of the services to be performed under this agreement a provision similar to the above paragraph, together with a clause requiring such insertion in further subcontracts that may in turn be made.

10. SLWA agrees that it will: (a) engage contractors located in the City to perform repairs and replacements pursuant to the Service Program; (b) encourage its contractors to employ City residents to perform such repairs and replacements; (c) cooperate with the City in engaging qualified Emerging Business Enterprise Contractors; and (d) report to the City from time to time as reasonably requested by the City on the foregoing.

11. No officer, employee, or agent of City who exercises any functions or responsibilities in connection with the carrying out of any matters or requirements to which this marketing agreement pertains, shall have any personal interest, direct or indirect, in this agreement. No member of the governing body of the locality and no other public official of such locality who exercises any functions or responsibilities in the review or approval of the carrying out of this agreement, shall have any personal interest, direct or indirect, in this agreement. SLWA covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the matters hereunder. SLWA further covenants that in the performance of this agreement no person having any conflicting interest shall knowingly, after reasonably diligent inquiry, be employed by SLWA. Any conflicting interest on the part of SLWA or its employees that may arise must be disclosed to City.

12. This marketing agreement shall be binding on the heirs, successors, and assigns of each party hereto. SLWA shall not assign, sublet or transfer SLWA's interest or obligations under the provisions of this agreement without the prior written consent of City.

13. This marketing agreement and all questions arising in connection herewith shall be governed by and construed in accordance with the internal laws of the State of Wisconsin. Venue for any action arising out of or in any way related to this agreement shall be exclusively in the City of Milwaukee.

If City agrees that the foregoing fully and accurately describes the agreement between City and SLWA, please arrange to have a duly authorized representative of City 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: Philip E. Riley, Jr.

Title: President & CEO

By: 

Print Name: Brad Carmichael

Title: Vice President, Business Development

[Signatures continued on next page]

Acknowledged and Agreed:

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

City of Milwaukee, WI:

By: Ghassan Korban

Date: 11/15/11

Print Name: Ghassan A. Korban

Title: Commissioner of Public Works