

THE RIGHT CHOICE IN HOME WARRANTIES

American Home Shield
1524 Hwy. 30 East
Carroll, IA 51401-0727

YH 4957L
Account # 04000
\$90/40

MARKETING AGREEMENT

This Agreement is made and effective this 1 day of November, 2006, by and between AMERICAN HOME SHIELD CORPORATION, a Delaware corporation, having its principal place of business at 889 Ridge Lake Boulevard, Memphis, TN 38120 ("AHS"), and Ebby Halliday Real Estate, Inc., having its principal place of business at 4455 Sigma Road, Dallas, TX 75244 ("Halliday")

RECITALS

- A. AHS is, among other things, engaged in the business of issuing contracts which provide for the repair or replacement of residential home heating, cooling, plumbing, electrical and water heating systems and appliances pursuant to applications submitted by or on behalf of buyers and/or sellers of residential properties ("Applications") and providing services pursuant thereto. Such Contracts are referred to hereinafter as "the Contracts" and shall include those issued by AHS and its subsidiaries.
- B. Halliday is, among other things, engaged in the business of operating a real estate brokerage office.
- C. Inasmuch as AHS deems it far more efficient to market, promote and process the Contracts at the point of sale utilizing knowledgeable Halliday agents than for AHS to hire and train its own sales force, AHS desires to market the Contracts through Halliday utilizing Halliday's services.
- D. AHS desires Halliday to market the Contracts to its customers.

AGREEMENT

In consideration of the premises and mutual covenants herein contained, the parties hereto agree as follows:

- 1. Appointment as Marketing Agent. AHS hereby appoints Halliday as its marketing agent for the Contracts in the City of Dallas, Texas and surrounding areas, and Halliday agrees to promote AHS's contracts. AHS will have access to Halliday's agents, training/sales meetings, and AHS's home warranty materials shall be displayed in Halliday's offices.
- 2. Services to be Performed by Halliday. Halliday agrees to promote the Contracts to its customers as sellers or prospective purchasers of residential real estate, as set forth in Exhibit A of this Agreement, and exercise reasonable efforts to include an AHS home warranty contract application in each home buyer and seller packet ("Services") in furtherance of the marketing, promotion, processing and advertising of the Contracts. Halliday agrees to provide and recommend such Services as are of a promotional and advertising nature whether or not they result in the issuance by AHS of Contracts, in recognition of the fact that the real estate consumer may elect not to purchase such protection as is afforded under the Contracts or may elect to acquire such protection offered by a competitor to AHS.

In addition, Halliday agrees to provide the following services for AHS:

- i. offer AHS warranty plans to its buyers and sellers.
- ii. permit AHS Account Executives to conduct warranty training at Halliday Office Assistants and Managers Meeting.

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A **ServiceMASTER** COMPANY

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- iii. exercise reasonable effort to include AHS contract information in all Halliday relocation kits at no cost to AHS, provided that AHS supplies all necessary marketing materials at its sole cost;
- iv. when provided by AHS Account Executive, managers are to share service cards at sales meetings.
- v. when provided by AHS Account Executives, managers are to share a faxed tip on home warranty in sales meetings and company newsletters.
- vi. Include in company's form of listing agreement an election by the owner to accept or waive an offer of a home warranty.
- vii. Communicate verbally to AHS a closed transaction percentage based on AHS's monthly communicated production figures.
- viii. Halliday and its managers who are made privy to the terms of this Agreement shall maintain confidentiality.
- ix. allow AHS Account Executive to attend at least two sales meetings per year per office.
- x. allow AHS Senior Management, District Sales Manager and/or Account Executive to participate in Halliday management meetings from time to time.
- xi. will provide (upon request) AHS a written testimonial endorsement of AHS by Halliday company.
- xii. work in conjunction with AHS Account Executive to promote AHS optional coverages to Halliday brokers, agents and customers.
- xiii. when available, allow Halliday sales associates to assist AHS in AHS contract market research.
- xiv. Encourage the practice of having Halliday office managers present AHS warranty repair cards and service fee checks/credit to their agents at Halliday meetings at each office location to reinforce the value of AHS home warranties.

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3. Services to be Performed by AHS.

- A. Provide Halliday service cost reports on revolving 12 month basis for managers to use at sales meetings to reinforce value of the AHS home warranty;
- B. Assist Halliday in tracking agent usage of Contracts on monthly basis via monthly sales reports provided by AHS;
- C. AHS will professionally work with Halliday and its staff to train and develop their skills to utilize the online ordering capabilities offered by AHS;
- D. AHS Account Executives will be available to teach new agent training classes on home warranties when appropriate.

4. Service Fee to Halliday. AHS agrees to pay to Halliday, subject to the terms and conditions of this Agreement, after the effective date of this Agreement and only while this Agreement is in effect and prior to its termination, a Service Fee (hereinafter "Service Fee") for services provided in Section 2 above. AHS shall pay Halliday a \$90.00 Service Fee for each first-year, fully paid, non-canceled closed transaction.

The Service Fee is intended to provide Halliday consideration for the Services outlined in Section 2 and Exhibit A hereof, including describing the program to customers, and assisting in the presentation and transmission of the application information as well as for marketing, promoting and advertising the Contracts to the Halliday Brokerage Offices and the general public and represents a reasonable, good faith estimate of the value for Services rendered by Halliday in connection with the activities described in Section 2 and Exhibit A hereof.

AHS shall only pay Halliday the Service Fee mentioned above if Halliday is the first entity to procure and submit the Contract/Application with Halliday's Federal ID Number, or the number pre-approved by AHS on the Contract/Application. AHS shall only make one payment per contract/Application, and in no event shall Halliday be entitled to reimbursement if it is not the first entity to procure and submit the Contract/application with the required number to AHS. The Service Fee is intended to provide Halliday consideration for its endorsement of AHS, the services outlined in Section 2 and Exhibit A hereof, including describing the program to customers, and assisting in the establishment and completion of the Contracts, as well as for marketing, promoting and advertising the Contracts to Halliday brokerage offices and the general public and represents a reasonable, good faith estimate of the value for services rendered by Halliday in connection with the activities described in Section 2 and Exhibit A hereof.

- 5. Reservation of Rights. AHS reserves the right, in its sole discretion, without liability to Halliday to disapprove or reject any Applications for Contracts submitted to it, or to alter or withdraw Contracts and to introduce new Contracts.
- 6. AHS's Right to Withdraw. AHS shall have the right to limit the area of solicitation of the Contracts by Halliday to Zip Codes where AHS conducts its home service contract business.
- 7. Non-Competition. Halliday agrees that during the term hereof and for a period of one (1) year subsequent to termination of this Agreement for any reason, it will not engage directly in the home warranty contract business in Texas; provided, however, that nothing in this Agreement shall prohibit Halliday from serving as a marketing agent for any AHS competitor after the termination of this Agreement.
- 8. Marketing Materials. AHS shall bear the cost of printing and distribution of marketing materials, including (but not limited to) Contracts, Applications, brochures and yard signs. No advertisements or written materials relating to the Contracts shall be developed, printed, distributed or utilized pursuant to this Agreement without

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the prior written agreement and approval of AHS. AHS acknowledges that it has no right to use any of the Halliday trademarks and commercial symbols as a consequence of this Agreement.

9. Indemnification of Halliday. AHS will indemnify and hold Halliday harmless against any actions, losses, claims, liabilities, damages or expenses (including reasonable attorneys' fees and expenses) incurred by Halliday in connection with AHS's acts or omissions to perform any obligation under this Agreement or any of the Contracts, except to the extent Halliday has, intentionally or through gross negligence, caused, contributed to or compounded such acts or omissions to act. As long as Halliday has provided services as designated in this Agreement and a RESPA claim arises regarding Halliday's receipt of a service fee pursuant to this Agreement, AHS agrees to indemnify Halliday for any such RESPA claim including reasonable attorneys' fees and expenses.

Halliday will indemnify and hold AHS harmless against any actions, losses, claims, liabilities, damages or expenses (including reasonable attorneys' fees and expenses) incurred by AHS in connection with Halliday's acts or omissions to perform any obligation under this Agreement or any of the Contracts, except to the extent AHS has, intentionally or through gross negligence, caused, contributed to or compounded such acts or omissions to act.

10. Parameters of AHS/Halliday Relationship. Neither party is authorized to and agrees not to do any of the following: (i) hold itself out as a partner, joint venturer, licensee or associate of the other party; (ii) hold itself out as an agent of the other party in any other manner, or for any other purpose than is specifically prescribed in this Agreement; (iii) issue or circulate any advertising materials, circular or pamphlet or make any oral or written statement relating to the other party or its products and services unless previously authorized and approved in writing by the other party; (iv) bind, obligate or subject the other party to any liability unless specifically authorized in writing by such party.
11. Conduct of Business. Halliday and AHS, each for itself and its agents, representatives and employees, agree to conduct any and all sales activities or other services to be performed under this Agreement in strict compliance with all applicable laws, rules and regulations of all governmental authorities consistent with the highest standard of fair trade, fair compensation and business ethics. Halliday and all agents, representatives and employees shall comply with all such standards for advertising, promotional and training material to be used or distributed to customers as AHS may establish and as may be set forth in written directives distributed to Halliday from time to time.
- Halliday shall obtain and continue to maintain and keep in full force and effect all real estate licenses and all corporation authorizations as may be required to be maintained in all jurisdictions in which Halliday and its officers, employees or agents conduct business under this Agreement.
12. No Authority to Alter Marketing Materials. Halliday shall have no authority to make, alter, modify, waive or change any of the terms, rates or conditions of the Contracts, Applications, advertisements or promotional materials pursuant to this Agreement in any respect without the prior written consent of AHS.
13. Term of Agreement. This Agreement shall remain in full force and effect for one year beginning the effective date of this Agreement and thereafter, the term of this Agreement shall be automatically renewed for successive one-year periods unless otherwise terminated pursuant to this Agreement.
14. Termination. Notwithstanding the provisions contained in Section 13, either party shall have the right to terminate this Agreement at any time and for any reason by giving written notice to the non-terminating party at least thirty (30) days prior to any such termination date or immediately, upon any breach of the Agreement by the non-terminating party.

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15. No Partnership Created. Neither this Agreement nor the relationship between the parties hereto constitutes a partnership or joint venture. Neither AHS nor Halliday shall make, alter, modify or discharge any Contract on behalf of the other.
16. Consent to Use of Trademarks. Except as otherwise provided in this Agreement, neither party shall use the trademarks, service marks, trade names, logotypes or other commercial symbols of the other party in any of its promotional materials or otherwise without the express written consent of the other party.
17. No Waiver of Rights. The forbearance or neglect of either party to insist upon strict compliance by the other party with any of the provisions of this Agreement whether continuing or not, shall not be construed as a waiver of any of the first party's rights or privileges hereunder. No waiver of any right or privilege of either party arising from any default or failure of performance by the other party shall affect the first party's rights or privileges in the event of a further default or failure of performance.
18. Disclosure. Halliday is hereby advised by AHS to disclose to purchasers of the AHS home warranty plan that Halliday is rendering services for AHS in promoting, selling, processing and advertising the AHS home warranty plan and is receiving payment of a service fee or other compensation for services rendered from AHS in accordance with applicable state and federal law (see Exhibit C, attached hereto).
19. Confidential Information.
- a) In connection with this Agreement, AHS may furnish Halliday with information that is non-public, confidential or proprietary in nature ("Confidential Information"). Confidential Information proprietary to AHS includes (and Halliday so acknowledges) information marked "Confidential" or "Trade Secret", and can include (but not be limited to) the following: information relating to contracts, products, methods, processes, improvements, designs and methods of administration and distribution of AHS which are not in the public domain; business plans, marketing plans, financial data, computer programs, systems formats and screen designs relating to AHS business; all manuals, materials, and information of AHS marked "Confidential" or "Trade Secret"; AHS's methods and formulas for calculating costs; information relating to AHS's contractors, clients, and customers (actual and potential); any and all AHS-generated reports, including (but not limited to) those relating to sales, marketing, finances, accounts and personnel; and the business and marketing strategies of AHS. Halliday shall maintain in confidence and not use for itself or others, in any form or manner, and not disclose, in whole or in part, to any party any Confidential Information received from AHS, except to its officers, directors, employees and agents, except as required by this Agreement or as may be required by law.
 - b) In connection with this Agreement Halliday may, but is not obligated to, furnish AHS with Confidential Information. Confidential Information proprietary to Halliday includes (and AHS so acknowledges) information relating to marketing, sales and financial data; any and all Halliday-generated reports, including (but not limited to) those related to advertising, sales, marketing and financing; and business plans and strategies of Halliday. AHS shall maintain in confidence and not use for itself or others, in any form or manner, and not disclose, in whole or in part, to any party any Confidential Information received from Halliday, except to its officers, directors, employees and agents, and those of its subsidiaries, in connection with this Agreement, except as required by this Agreement or as may be required by law. AHS further agrees that it will not sell or cross-sell, or cause to be sold or cross-sold, any customer/client list(s) which AHS obtains from Halliday during the term of this Agreement.

As used herein, Confidential Information does not include information: (i) that was publicly known, or otherwise known to the party disclosed, at the time of disclosure, (ii) that subsequently becomes publicly

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known through no act or omission of the party disclosed, or (iii) that becomes known to one party other than through disclosure by the other party.

The provisions of this section shall be binding upon each of the parties and their respective parents and subsidiaries and shall apply during the term of this Agreement and for a period of two (2) years after the termination of this Agreement for any reason.

20. Number and Gender. Whenever required for proper interpretation of this Agreement, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.
21. Settlement of Disputes. Any controversy or claim arising out of or relating to the Agreement shall be settled by binding Arbitration conducted in Dallas, Texas before and in accordance with the commercial rules of arbitration of the American Arbitration Association, and judgment upon any award rendered in such arbitration shall be entered in any court having jurisdiction thereof. If one party fails to appear at any properly noticed arbitration proceeding, the arbitrator's award to the other party shall be enforceable despite such failure to appear. Nothing herein shall preclude or limit AHS from bringing any action in any court of competent jurisdiction for such injunctive or other provisional relief as AHS deems necessary to compel Halliday to comply with its obligations hereunder or to protect AHS's trademarks, or preclude or limit Halliday from bringing any action in any court of competent jurisdiction for such injunctive or other provisional relief as Halliday deems necessary to compel AHS to comply with its obligations hereunder or to protect Halliday's trademarks and other commercial symbols.
22. Severability. The invalidity or unenforceability of any provision of this Agreement as applied to a particular occurrence or circumstance or otherwise shall not affect the validity or enforceability or applicability of any other provision of this Agreement.
23. Section Headings. The headings of sections in this Agreement are included for convenience only and are not to be taken into consideration in construction or interpretation of this Agreement or any of its provisions.
24. Entire Agreement; Amendments in Writing. This Agreement, including Exhibits A, B and C constitutes the entire agreement between the parties concerning the subject matter hereof, and there are no representations, warranties, covenants or obligations with respect to same except as set forth herein. This Agreement may be amended only in writing executed by authorized officers of the parties.
25. Assignment. This Agreement shall not be assigned, in whole or in part, by either party without the prior written consent of the other party.
26. Notices. Any notice or other written communication required or permitted to be given shall be deemed given three (3) days after deposit in the United States Mail, postage prepaid, properly addressed to the party to receive the notice at the party's address set forth above, or as each party may advise the other in writing.
27. Press Releases. Halliday agrees that it will not publish, distribute, or otherwise disseminate any press release or other publication regarding AHS or The ServiceMaster Company or any of its affiliated companies including (but not limited to) their name, their products and service, or this Agreement, without the express written permission of AHS or ServiceMaster.

AHS agrees that it will not publish, distribute, or otherwise disseminate any press release or other publication regarding Halliday or any of its affiliated companies including (but not limited to) their name, their products and service, or this Agreement, without the express written permission of Halliday.

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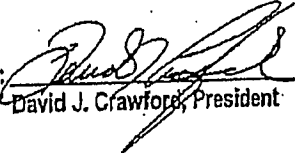
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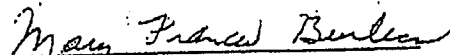
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

AMERICAN HOME SHIELD CORPORATION

Ebby Halliday Real Estate, Inc.

By: 
David J. Crawford, President

By: 
Mary Frances Burleson, President

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T H E R I G H T C H O I C E I N H O M E W A R R A N T I E S

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EXHIBIT A

1. Promote the AHS Contracts and program in local prospecting and marketing materials, including displays, "Listing-Presentation Packets", "Buyer Packets" and classified advertising at Halliday's discretion.
2. Present the program to potential customers by describing features, marketing the benefits and limitations of the program, including coverage and pricing options and refer customer to American Home Shield for questions regarding coverage.
3. Upon seller or buyer requesting coverage, a licensed property inspector should visually inspect the "covered systems and appliances" on the property to help determine whether items are in good working order and to help identify pre-existing conditions which may affect coverage and inform AHS, seller and buyer as necessary.
4. Whenever possible complete the AHS Application, including seller and property information and coverage options selected, and transmit the Application to AHS for processing, approval and Contract issuance.
5. Display AHS sign rider on property whenever possible.
6. When a purchase offer is accepted, provide AHS payment instructions to settlement provider.
7. Assist in resolving disputes between AHS and the seller when and if they occur during the initial coverage period (usually 90 days) and during the initial coverage period for the buyer (usually 1 year).
8. Display AHS marketing materials in all the Halliday Offices. Competitor materials may not be prominently displayed but may be available if requested by a seller or buyer.
9. Include AHS marketing materials in all Halliday Offices' listing packets and buyer packets.
10. Establish home warranty usage goals by office and conduct regular status meetings between Halliday managers and AHS representatives to review results.
11. Insert line item for AHS Contract on both seller net sheets and buyer cost sheets.

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RENEWAL AGREEMENT

This Agreement is made and effective this 1 day of November, 2006, by and between AMERICAN HOME SHIELD CORPORATION, a Delaware corporation, having its principal place of business at 889 Ridge Lake Boulevard, Memphis, TN 38120 ("AHS") and EBBY HALLIDAY REAL ESTATE, INC., having its principal place of business at 4455 Sigma Road, Dallas, TX 75244 ("Halliday").

RECITALS

1. AHS is, among other things, engaged in the business of issuing contracts which provide for the repair or replacement of residential home heating, cooling, plumbing, electrical and water heating systems and appliances pursuant to applications submitted by or on behalf of buyers and/or sellers of residential properties ("Applications") and providing services pursuant thereto. Such Contracts are referred to hereinafter as "the Contracts" and shall include those issued by AHS and its subsidiaries. "Renewal contracts" as referred to herein will refer to any renewal contract from a first year home warranty contract purchased by a HALLIDAY home buyer or seller customer.

2. HALLIDAY is, among other things, engaged in the business of operating a real estate brokerage.
3. AHS desires HALLIDAY to assist in marketing renewal contracts to HALLIDAY customers.

AGREEMENT

In consideration of the premises and mutual covenants herein contained, the parties hereto agree as follows:

1. Appointment as Marketing Agent. AHS hereby appoints HALLIDAY as its marketing agent for renewal contracts in the City of Dallas and surrounding areas. HALLIDAY agrees to promote to its customers the value of renewing AHS Contracts.
2. Services to be Performed by HALLIDAY. HALLIDAY agrees to assist in the marketing of AHS renewal contracts to each of its customers, as set forth in Exhibit A of this Agreement.
3. Services to be Performed by AHS. AHS agrees to provide the following services to HALLIDAY:
 - a. Provide renewal contract coverage to HALLIDAY's customers at AHS's option.
 - b. Provide HALLIDAY with quarterly reports relating to renewal numbers.
4. Service Fee to HALLIDAY. AHS agrees to pay to HALLIDAY, subject to the terms and conditions of this Agreement and only while this Agreement is in effect and prior to its termination, a Service Fee for services provided in Exhibit A. After the Effective Date of this Agreement, AHS will pay HALLIDAY a Renewal Service Fee of \$40.00 for each renewal of any fully paid, non-canceled AHS contract sold through HALLIDAY after the effective date of this Agreement. The Service Fee is intended to provide HALLIDAY consideration for HALLIDAY's endorsement of AHS, the Services outlined in Exhibit A (attached hereto and incorporated by reference) and represents a reasonable, good faith estimate of the value for Services rendered by HALLIDAY in connection with the

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activities described in Exhibit A hereof. The parties may amend this Service Fee by amendment to this Agreement to reflect additional services to be provided by HALLIDAY.

5. Reservation of Rights. AHS reserves the right, in its sole discretion, without liability to HALLIDAY, to disapprove or reject any Applications for Contracts submitted to it, or to alter or withdraw Contracts and to introduce new Contracts.

6. AHS's Right to limit area of solicitation. AHS shall have the right to limit the area of solicitation of the Contracts by HALLIDAY to Zip Codes where AHS conducts its home service contract business.

7. Marketing Materials. AHS shall bear the cost of printing and distribution of marketing materials, including (but not limited to) Contracts, Applications, brochures and yard signs. No advertisements or written materials relating to the Contracts shall be developed, printed, distributed or utilized pursuant to this Agreement without the prior written agreement and approval of AHS. AHS acknowledges that it has no right to use any of the HALLIDAY trademarks and commercial symbols as a consequence of this Agreement.

8. Indemnification of HALLIDAY. AHS will indemnify and hold HALLIDAY harmless against any actions, losses, claims, liabilities, damages or expenses (including reasonable attorneys' fees and expenses) incurred by HALLIDAY in connection with AHS's acts or omissions to perform any obligation under this Agreement or any of the Contracts, except to the extent HALLIDAY has, intentionally or through gross negligence, caused, contributed to or compounded such acts or omissions to act. As long as HALLIDAY has provided services as designated in this Agreement and a RESPA claim arises regarding HALLIDAY's receipt of a service fee pursuant to this Agreement, AHS agrees to indemnify HALLIDAY for any such RESPA claim including reasonable attorneys' fees and expenses.

HALLIDAY will indemnify and hold AHS harmless against any actions, losses, claims, liabilities, damages or expenses (including reasonable attorneys' fees and expenses) incurred by AHS in connection with HALLIDAY's acts or omissions to perform any obligation under this Agreement, except to the extent AHS has, intentionally or through gross negligence, caused, contributed to or compounded such acts or omissions to act.

9. Parameters of AHS/HALLIDAY Relationship. Neither party is authorized to and agrees not to do any of the following: (i) hold itself out as a partner, joint venturer, licensee or associate of the other party; (ii) hold itself out as an agent of the other party in any other manner, or for any other purpose than is specifically prescribed in this Agreement; (iii) issue or circulate any advertising materials, circular or pamphlet or make any oral or written statement relating to the other party or its products and services unless previously authorized and approved in writing by the other party; (iv) bind, obligate or subject the other party to any liability unless specifically authorized in writing by such party.

10. Conduct of Business. HALLIDAY and AHS, each for itself and its agents, representatives and employees, agree to conduct any and all sales activities or other services to be performed under this Agreement in strict compliance with all applicable laws, rules and regulations of all governmental authorities consistent with the highest standard of fair trade, fair compensation and business ethics. HALLIDAY and all agents, representatives and employees shall comply with all such standards for advertising, promotional and training material to be used or distributed to customers as AHS may establish and as may be set forth in written directives distributed to HALLIDAY from time to time.

HALLIDAY shall obtain and continue to maintain and keep in full force and effect all real estate licenses and all corporation authorizations as may be required to be maintained in all jurisdictions in which HALLIDAY and its officers, employees or agents conduct business under this Agreement.

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11. No Authority to Alter Marketing Materials. HALLIDAY shall have no authority to make, alter, modify, waive or change any of the terms, rates or conditions of the Contracts, Applications, advertisements or promotional materials pursuant to this Agreement in any respect without the prior written consent of AHS.

12. Term of Agreement. This Agreement shall remain in full force and effect for the period beginning on the Effective Date of this Agreement through December 31, 2007, unless otherwise terminated pursuant to Paragraph 13 of this Agreement. This Agreement shall supersede all other agreements between the parties and this Agreement shall always have a December 31st anniversary date.

13. Termination. Notwithstanding the provisions contained in Section 12, either party shall have the right to terminate this Agreement at any time and for any reason by giving written notice to the non-terminating party at least thirty (30) days prior to any such termination date. After termination of the Agreement, AHS will no longer pay HALLIDAY for any Service Fees pursuant to this Agreement.

14. No Partnership Created. Neither this Agreement nor the relationship between the parties hereto constitutes a partnership or joint venture. Neither AHS nor HALLIDAY shall make, alter, modify or discharge any Contract on behalf of the other.

15. Consent to Use of Trademarks. Each party retains exclusive ownership of their names, logos, registered trade and service marks, or other commercial symbols ("Marks"). Neither party shall use materials or otherwise without the express written consent of the other party. Notwithstanding anything herein to the contrary, AHS hereby represents and warrants to reproduce and use the Marks in strict compliance with the HALLIDAY's logo standards as the logo standards now exist or as they may hereafter be modified. Upon the termination of this Agreement, all rights conveyed to the other party with respect to the use of the Marks shall cease, and all such rights shall revert to the HALLIDAY or AHS as the case may be.

16. No Waiver of Rights. The forbearance or neglect of either party to insist upon strict compliance by the other party with any of the provisions of this Agreement, whether continuing or not, shall not be construed as a waiver of any of the first party's rights or privileges hereunder. No waiver of any right or privilege of either party arising from any default or failure of performance by the other party shall affect the first party's rights or privileges in the event of a further default or failure of performance.

17. Confidential Information.

A. In connection with this Agreement, AHS may furnish HALLIDAY with information that is non-public, confidential or proprietary in nature ("Confidential Information"). Confidential Information proprietary to AHS includes (and HALLIDAY so acknowledges) information marked "Confidential" or "Trade Secret", and can include (but not be limited to) the following: information relating to contracts, products, methods, processes, improvements, designs and methods of administration and distribution of AHS which are not in the public domain; business plans, marketing plans, financial data, computer programs, systems formats and screen designs relating to AHS business; all manuals, materials, and information of AHS marked "Confidential" or "Trade Secret"; AHS's methods and formulas for calculating costs; information relating to AHS's contractors, clients, and customers (actual and potential); any and all AHS-generated reports, including (but not limited to) those relating to sales, marketing, finances, accounts and personnel; and the business and marketing strategies of AHS. HALLIDAY shall maintain in confidence and not use for itself or others, in any form or manner, and not disclose, in whole or in part, to any party any Confidential Information received from AHS, except to its officers, directors, employees and agents, except as required by this Agreement or as may be required by law.

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B. In connection with this Agreement, HALLIDAY may, but is not obligated to, furnish AHS with Confidential Information. Confidential Information proprietary to HALLIDAY includes (and AHS so acknowledges) information relating to marketing, sales and financial data; any and all HALLIDAY-generated reports, including (but not limited to) those related to advertising, sales, marketing and financing; and business plans and strategies of HALLIDAY. AHS shall maintain in confidence and not use for itself or others, in any form or manner, and not disclose, in whole or in part, to any party any Confidential Information received from HALLIDAY, except to its officers, directors, employees and agents, and those of its subsidiaries, in connection with this Agreement, except as required by this Agreement or as may be required by law. AHS further agrees that it will not sell or cross-sell, or cause to be sold or cross-sold, any customer/client list(s) which AHS obtains from HALLIDAY during the term of this Agreement.

As used herein, Confidential Information does not include information: (i) that was publicly known, or otherwise known to the party disclosed, at the time of disclosure, (ii) that subsequently becomes publicly known through no act or omission of the party disclosed, or (iii) that becomes known to one party other than through disclosure by the other party.

The provisions of this section shall be binding upon each of the parties and their respective parents and subsidiaries and shall apply during the term of this Agreement and for a period of two (2) years after the termination of this Agreement for any reason.

18. Number and Gender. Whenever required for proper interpretation of this Agreement, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

19. Settlement of Disputes. Any controversy or claim arising out of or relating to the Agreement shall be settled by binding Arbitration conducted in Memphis, Tennessee, before and in accordance with the commercial rules of arbitration of the American Arbitration Association, and judgment upon any award rendered in such arbitration shall be entered in any court having jurisdiction thereof. If one party fails to appear at any properly noticed arbitration proceeding, the arbitrator's award to the other party shall be enforceable despite such failure to appear. Nothing herein shall preclude or limit AHS from bringing any action in any court of competent jurisdiction for such injunctive or other provisional relief as AHS deems necessary to compel HALLIDAY to comply with its obligations hereunder or to protect AHS's trademarks, or preclude or limit HALLIDAY from bringing any action in any court of competent jurisdiction for such injunctive or other provisional relief as HALLIDAY deems necessary to compel AHS to comply with its obligations hereunder or to protect HALLIDAY trademarks and other commercial symbols.

20. Severability. The invalidity or unenforceability of any provision of this Agreement as applied to a particular occurrence or circumstance or otherwise shall not affect the validity or enforceability or applicability of any other provision of this Agreement.

21. Section Headings. The headings of sections in this Agreement are included for convenience only and are not to be taken into consideration in construction or interpretation of this Agreement or any of its provisions.

22. Press Releases. HALLIDAY agrees that it will not publish, distribute, or otherwise disseminate any press release or other publication regarding AHS or The ServiceMaster Company or any of its affiliated companies including (but not limited to) their name, their products and services, or this Agreement, without the express written permission of AHS or ServiceMaster.

23. Entire Agreement, Amendments in Writing, Supersedure. This Agreement, including Exhibit A hereto, constitutes the entire agreement between the parties concerning the subject matter hereof, and there are no

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Carroll, IA 51401-0727

representations, warranties, covenants or obligations with respect to same except as set forth herein. This Agreement may be amended only in writing executed by authorized officers of the parties.

24. Assignment. This Agreement shall not be assigned, in whole or in part, by either party without the prior written consent of the other party.

25. Notices. Any notice or other written communication required or permitted to be given shall be deemed given three (3) days after deposit in the United States Mail, postage prepaid, properly addressed to the party to receive the notice at the party's address set forth above, or as each party may advise the other in writing. Notwithstanding anything herein to the contrary, HALLIDAY shall be entitled to assign or transfer this Agreement to any of its parent, subsidiary, sister or affiliate companies.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

AMERICAN HOME SHIELD CORPORATION

By: *David J. Crawford*
David J. Crawford, President

EBBY HALLIDAY REAL ESTATE, INC.

By: *Mary Frances Burleson*
Mary Frances Burleson, President

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EXHIBIT A

1. Send promotional materials/endorsements supplied by AHS to HALLIDAY customers that promote the renewal of their contracts and allow AHS use of HALLIDAY's name in such AHS promotions.
2. Allow AHS to utilize HALLIDAY's name, logo, and service marks in appropriate AHS marketing materials subject to the prior written consent of HALLIDAY.
3. Make calls on behalf of AHS to customers encouraging them to renew their warranties.
4. Allow AHS to use HALLIDAY's name, logo and trademarks in any marketing pieces that promote the Contracts including materials regarding renewals.

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