

CAUSE NO. 2006-21887

P-20
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**AMERICAN HOME SHIELD
OF TEXAS, INC.**
Plaintiff

v.

STATE OF TEXAS
Defendant

v.

**THE SERVICEMASTER COMPANY,
& AMERICAN HOME SHIELD
CORPORATION**

IN THE DISTRICT COURT OF

HARRIS COUNTY, TEXAS

295th JUDICIAL DISTRICT

AGREED FINAL JUDGMENT

On this day came to be considered the above-entitled and numbered cause in which the STATE OF TEXAS is Counter-Plaintiff ("Plaintiff" OR "State") and AMERICAN HOME SHIELD OF TEXAS, INC.; THE SERVICEMASTER COMPANY; and AMERICAN HOME SHIELD CORPORATION are Counter-Defendants. The State and AHS (defined below) are hereafter collectively referred to as the "Parties" and may be individually referred to as a "Party". The Parties, appearing by and through their attorneys of record, wish to make the following stipulations and agree to the entry of this Agreed Final Judgment (the "Final Judgment").

It is stipulated that the Parties have compromised and settled all claims stated by Plaintiff in this Lawsuit. It is further stipulated that Plaintiff and AHS agree to, and do not contest the entry of, this Final Judgment. Defendants deny all the allegations made in Plaintiff's Original Petition/Counterclaim, deny that they have engaged in any conduct in violation of Texas or other law, and enter into this Final Judgment solely to avoid the expense and uncertainty of litigation.

Nothing contained herein may be taken or construed to be an admission or concession by AHS of any allegations or claims made in the pleadings and other papers filed by Plaintiff in this Lawsuit and any other proceeding, any violation of state or federal law, or of any other matter of fact or law, or of any liability or wrongdoing, all of which are expressly denied by AHS.

The Court has considered the pleadings and stipulations of the Parties, and it appears to the Court that the Parties agree and have approved the entry of this Final Judgment.

1. IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the following terms and phrases contained in this Final Judgment are defined as:

A. “AHS” means AMERICAN HOME SHIELD OF TEXAS, INC. and AMERICAN HOME SHIELD CORPORATION.

B. “AHS Parties” means AMERICAN HOME SHIELD OF TEXAS, INC., AMERICAN HOME SHIELD CORPORATION, and THE SERVICEMASTER COMPANY, and each of their direct or indirect affiliates, subsidiaries, divisions, partners, limited partners, owners, investors, holding companies, parents (regardless of the form of the legal entity, e.g., corporation, limited liability company, general or limited partnership), including each of their predecessors and successors, and each of their present and former officers, directors, employees, principals, agents, attorneys, and/or any other person for which any of these persons shall have a direct or indirect interest, or for which they may otherwise be responsible, as of any given date.

C. “Compensation” means any consideration or compensation, including the payment of commissions or fees.

D. “Consumer” means any individual, partnership, corporation, or entity of any

kind, including this State, or a subdivision or agency of this State, who seeks or acquires, by purchase or lease, any goods or services from AHS relating to residential property located within the State of Texas.

E. “Defendant(s)” means AMERICAN HOME SHIELD OF TEXAS, INC.; THE SERVICEMASTER COMPANY; AMERICAN HOME SHIELD CORPORATION, their successors, assigns, officers, agents, attorneys, subcontractors, employees, and successor corporations or entities.

F. “Disclose Prominently” means that statements, disclosures, or other information shall be in bold font and shall be at least as large as the text to which the statement, disclosure, or other information relates, and shall be placed adjacent to and/or clearly marked as relating to the text containing the subject matter to which the statement, disclosure, or other information relates.

G. “Lawsuit” means the pending action styled *American Home Shield of Texas, Inc. v. State of Texas*; Cause No. 2006-21887, in the 295th Judicial District of Harris County, Texas, and shall include any and all claims, causes of action, and/or allegations asserted or reasonably related to those asserted therein, as well as any investigations, including the Civil Investigation Demands issued by the State and served on AHS, relating to, concerning, and/or arising out of the subject matter made the basis of the State’s investigation and prosecution of this Lawsuit.

H. “Marketing Materials” means any and all advertisements, brochures, applications, forms, online information, or other statements, pictures, portrayals, or expressions

or designations by terms, characters, symbols, or the like, in any paper document, electronic document or other media, used externally by AHS to communicate with Consumers in the State of Texas and concerning: (i) Residential Service Contracts; (ii) coverage, features, rights, or obligations under Residential Service Contracts; (iii) services provided or to be provided by or on behalf of AHS under any Residential Service Contract; and (iv) AHS's policies, procedures and/or practices respecting any aspect of Residential Service Contracts, including AHS's policies, procedures and/or practices with respect to the development, sales, recommendation, promotion and marketing of Residential Service Contracts, the renewal of Residential Service Contracts, the timing or promptness of responding to Consumer problems and situations, including expediting such responses, the diagnosis of Consumer problems and situations, authorizing repairs or replacements in response to Consumer requests, choosing between offering repairs and offering replacements, offering or requiring the acceptance of cash in lieu of repairs or replacements, denying claims (in part or in their entirety), applying contract exclusions and exceptions, applying business rules for emergencies, responding to Consumer inquiries or escalating the attention given to such inquiries, or otherwise making decisions regarding either the application of the terms and conditions of Residential Service Contracts, or the authorization of repair and replacement services pursuant to Residential Service Contracts.

I. "Real Estate Brokerage Firm" means a "broker" as defined in the Texas Real Estate License Act, TEX. OCC. CODE § 1101.002(1), or any employee, agent, joint venture or partner of such a broker.

J. "Real Estate Professional" means a Real Estate Brokerage Firm or a Real Estate Salesperson.

K. "Real Estate Salesperson" means a "salesperson" as defined the Texas Real Estate License Act, TEX. OCC. CODE § 1101.002(7), or any employee, agent, joint venture or partner of such a salesperson.

L. "Residential Service Company" has the meaning set forth in the Texas Residential Service Contract Act, TEX. OCC. CODE § 1303.002(4).

M. "Residential Service Contract" has the meaning set forth in the Texas Residential Service Contract Act, TEX. OCC. CODE § 1303.002(5).

N. "Service Fee" means any Compensation paid or due to be paid by AHS to a Real Estate Professional arising from or related to the actual sale of a Residential Service Contract to or renewal of a Residential Service Contract with a Consumer at the time of the settlement of a home sale in the State of Texas.

O. "ServiceMaster" means The ServiceMaster Company.

P. "Suit" means any lawsuit, suit, action, proceeding, litigation, legal representation or complaint brought or pending in any federal, state, administrative, judicial, arbitral, or other forum, whether direct, derivative or representational.

2. IT IS FURTHER ORDERED that this Final Judgment and all provisions set forth herein are limited and shall only apply with respect to Residential Service Contracts issued by AHS with respect to residential real estate located within the State of Texas, and that nothing

herein shall in any way affect any business conducted by the AHS Parties with respect to real estate located outside of the State of Texas.

3. IT IS FURTHER ORDERED that

A. Within five (5) business days after entry of this Final Judgment, AHS will provide (or cause to be provided) a termination notice to any Real Estate Professional with whom AHS has entered a written agreement the terms of which are inconsistent with the provisions of Paragraph 3(A) of this Final Judgment. Such termination notice shall be effective as of the earliest date allowed in the applicable agreement. Upon termination of those written agreements, and with respect to any new such agreement between AHS and any Real Estate Professional that is entered after entry of this Final Judgment, AHS shall be restrained from engaging in the following acts or practices in the State of Texas:

(i) Paying or offering to pay a Service Fee to a Real Estate Salesperson for marketing or selling a Residential Service Contract to a particular Consumer;

(ii) Paying or offering to pay a Service Fee to a Real Estate Brokerage Firm for marketing or selling a Residential Service Contract on the condition that a sale of such Residential Service Contract is completed; or

(iii) Entering into an agreement that prohibits a Real Estate Professional from marketing or selling a Residential Service Contract provided by a Residential Service Company other than AHS or its subsidiaries at the time of the settlement of a home sale to a particular Consumer.

B. Notwithstanding anything in Paragraph 3(A):

(i) If, pursuant to an agreement between AHS and a Real Estate Professional that was operative before entry of this Final Judgment, a Real Estate Professional is entitled to Compensation, such Compensation may be paid without constituting a violation of this Final Judgment even if the Compensation is not paid until after the agreement has been terminated;

(ii) If there is an amendment to (or clarification of) the Texas statutes or regulations or if any such amendments or regulations are interpreted by a court and such amendment, clarification or interpretation relates to any of the activities addressed in Paragraph 3(A), AHS may conduct its activities in compliance with such amendment, clarification or interpretation, commencing on the effective date of such amendment, clarification or interpretation; or

(iii) If the Real Estate Settlement Procedures Act ("RESPA") or Regulation X (or its successor) issued by the U.S. Department of Housing and Urban Development, its successor or other federal regulator with appropriate authority ("HUD") is amended, clarified or interpreted by a court (or HUD or its staff otherwise issues a written interpretation of RESPA or Regulation X) and such amendment, clarification or interpretation relates to any of the activities addressed in Paragraph 3(A), AHS may conduct its activities in compliance with such amendment or interpretation, commencing on the effective date of such amendment (or interpretation).

4. IT IS FURTHER ORDERED that commencing six (6) months after entry of this Final Judgment:

A. AHS will instruct and train its employees involved in handling requests for service, and to communicate to its contractor network, that AHS will not refuse to provide a repair or replacement when, to the best of AHS's knowledge, there is no causal nexus between the reason AHS provides a Consumer for denying the repair or replacement and the failure of a structural component, appliance, or home system that is not being repaired or replaced.

B. AHS's Marketing Materials will not contain any language stating, advising or requiring Consumers to hold any person, including Real Estate Professionals, harmless for any liability related to the Consumer's decision to accept or decline the purchase of a Residential Service Contract.

C. AHS's Marketing Materials will (i) identify the source of any statistical information included therein; and (ii) disclose whether such statistical information is based on national or local data.

D. AHS will not represent, expressly or by implication, that certain structural components, appliances or home systems are unconditionally protected in their entirety by a Residential Service Contract when, in fact, the terms or conditions contained in the Residential Service Contract except or exclude any part of such structural component, appliance or home system from being repaired or replaced.

E. Subject to obtaining written approval from the Texas Real Estate Commission ("TREC") for the modifications described in this Paragraph 4(E), AHS will amend or modify its Residential Service Contracts to permit Consumers to cancel their Residential Service Contract at any time upon oral or written request to AHS, and such cancellation shall be effective at 12:01

a.m. on the next business day. Consumers who so cancel their Residential Service Contract shall receive a pro rata refund for the remaining portions of the contract period less (i) any applicable administrative fee representing AHS's costs associated with the Residential Service Contract cancellation, not to exceed the cost (calculated pro rata, if applicable) of one month's coverage cost under the Residential Service Contract, and (ii) amounts theretofore incurred or paid by AHS under the Residential Service Contract. Each Consumer will further be allowed to cancel his or her Residential Service Contract within the first thirty (30) days after it becomes effective, without any administrative fee, so long as no claim has been made under the said Residential Service Contract. AHS will revise its Marketing Materials and Residential Service Contracts to disclose and clarify the terms and conditions set forth in this Paragraph E. Notwithstanding the foregoing, AHS will in any event retain the right to collect any amounts owing from the Consumer that have accrued as of the date of cancellation.

F. AHS agrees to use commercially reasonable efforts to institute a process whereby AHS sends to each Consumer, as to whom a claim has been denied (in whole or in part), a reason or reasons in writing (whether by letter or email) for the denial.

G. Subject to obtaining written approval from TREC for the modifications described in this Paragraph 4(G), AHS's Residential Service Contracts will Disclose Prominently (where not in conflict with any applicable legal or regulatory requirements or approvals) any and all exclusions or exceptions of coverage under the terms of the Residential Service Contract.

H. Subject to obtaining written approval from TREC for the modifications described in this Paragraph 4(H), AHS's Residential Service Contracts will Disclose Prominently

(where not in conflict with any applicable legal or regulatory requirements or approvals) that a trade-service-call fee will be charged to a Consumer even if AHS determines that a repair or replacement should or will be excluded or excepted under the terms of the Residential Service Contract.

5. IT IS FURTHER ORDERED that any modifications and/or changes to its business practices undertaken by AHS in compliance with this Final Judgment were done so voluntarily and without objection by the State. Such modifications and/or changes shall not be taken or construed as an admission or concession by Defendants or any of their affiliates of any allegations or claims made in the pleadings and other papers filed by the State in this Lawsuit, any violation of state or federal law, or of any other matter of fact or law, or of any liability or wrongdoing. Nothing herein shall constitute the State's authorization of, or comment upon the propriety or legality of, any practices not addressed in this Final Judgment.

6. IT IS FURTHER ORDERED that AHS shall not rely on any provision or language in a settlement agreement from a prior or existing class action lawsuit that is finally approved by a court and affirmed on appeal, if any, to assert that an individual in the State of Texas who successfully opts out of such settlement is prevented or barred from asserting an individual legal claim, as opposed to a claim on behalf of a putative class, against AHS in the State of Texas related to (i) AHS's payment of a Service Fee to a Real Estate Professional in the State of Texas; or (ii) an agreement between AHS and a Real Estate Professional to market or sell a Residential Service Contract exclusively or to the exclusion of any or all other Residential Service Companies in the State of Texas.

7. IT IS FURTHER ORDERED that, subject to the Court's approval and entry of this Final Judgment and subject to Paragraphs 13 and 17(B)(iv) below, AHS will make charitable contributions totaling two million dollars (\$2,000,000) to the consumer law clinics at Southern Methodist University Law School, the University of Houston Law School, and St. Mary's School of Law (the "Consumer Law Clinics"). AHS's contributions to the Consumer Law Clinics will be paid in the following installments: (1) two hundred fifty thousand dollars (\$250,000) to each Consumer Law Clinic on or before August 15, 2011; (2) two hundred fifty thousand dollars (\$250,000) to each Consumer Law Clinic on or before August 15, 2012; and (3) one hundred sixty six thousand, six hundred sixty six dollars and sixty seven cents (\$166,666.67) to each Consumer Law Clinic on or before August 6, 2013.

8. IT IS FURTHER ORDERED that, subject to the Court's approval and entry of this Final Judgment, AHS shall pay the State of Texas, through the Office of the Attorney General, the amount of three million dollars (\$3,000,000) for reimbursement of the State's attorneys' fees, court costs, and investigative costs incurred in this case, which sum is for the benefit of the State of Texas, a governmental unit, and which is not compensation for any actual or pecuniary loss and does not constitute any penalties or an antecedent debt with respect to this litigation. Such money is to be paid no later than August 6, 2010.

9. IT IS FURTHER ORDERED that

A. Eighteen (18) months after its entry, this Final Judgment shall automatically convert to an Assurance of Voluntary Compliance ("AVC") under the Deceptive Trade

Practices—Consumer Protection Act (“DTPA”), TEX. BUS. & COM. CODE § 17.56. Such AVC shall remain in effect subject to the limitations set forth in Paragraph 9(B) below.

B. Notwithstanding anything to the contrary in Paragraph 9(A), AHS shall be released from the requirements of Paragraph 3(A) if, at any time after eighteen (18) months from the entry of this Final Judgment, the Texas statutes or regulations governing Residential Service Companies licensed in Texas have not been modified to explicitly prohibit Residential Service Companies from conducting the activities specified as prohibited in Paragraph 3(A). If AHS is released from the requirements of Paragraph 3(A) pursuant to this Paragraph 9(B), and AHS thereafter conducts any of the activities specified as prohibited in Paragraph 3(A), the State shall be permitted to take any legal action to which it is entitled under law and that it deems appropriate with respect to such activities from the date AHS conducts such activities. For the avoidance of doubt, nothing in this Paragraph 9(B) shall modify, void, or have any other effect on the release, waiver, relinquishment, and discharge of the claims by the State as specified in Paragraphs 14 and 15 herein through the date AHS undertakes any conduct that was previously prohibited by Paragraph 3(A).

10. IT IS FURTHER ORDERED that no part of this Final Judgment constitutes or shall constitute evidence against any of the Defendants or any of the AHS Parties or any of their affiliates in any action brought by any person(s) or entity or other party of any violation of federal or state statute, regulation, rule, or the common law, except in an action by the State to enforce the terms of this Final Judgment. However, failure to comply with the terms of this

Final Judgment shall be prima facie evidence of a violation of the DTPA in any action brought by the State.

11. IT IS FURTHER ORDERED that if the State believes that AHS is in violation of any of the terms and conditions set forth in this Final Judgment, the State shall promptly notify AHS in writing of such alleged violations. The State shall thereafter permit AHS a reasonable opportunity (not less than thirty (30) business days) to either demonstrate that there is no violation or to cure any alleged violation before the State may institute any legal action. If AHS has not cured the alleged violation(s) or otherwise resolved the alleged issue(s) within thirty (30) business days of receipt of the notification, the State may thereafter seek to undertake any remedial action available to it under law. This time period may be extended by mutual written agreement of the Parties, including in circumstances where the thirty (30) day period does not allow sufficient time to cure the alleged violation. Any notice provided by the State to AHS under this Paragraph 11 or otherwise shall be delivered to the following AHS representatives:

- (a) Mark F. Lightfoot
General Counsel
American Home Shield
889 Ridge Lake Blvd.
Memphis, Tennessee 38120
- (b) David J. Beck
Beck, Redden & Secrest, L.L.P.
One Houston Center
1221 McKinney, Suite 4500
Houston, Texas 77010

12. IT IS FURTHER ORDERED that the presiding judge of the 295th Judicial District Court of Harris County, Texas, shall retain jurisdiction over any and all disputes arising out of and/or relating to this Final Judgment.

13. IT IS FURTHER ORDERED that all claims and counterclaims asserted by and/or against the State, AHS, or ServiceMaster in this Lawsuit shall be dismissed with prejudice upon entry of this Final Judgment. The Parties acknowledge and agree that the claims dismissed with prejudice upon entry of this Final Judgment include claims by the State against the Defendants relating to Compensation provided by AHS to Real Estate Professionals. The Parties further agree that in the event the State asserts any claim against a Real Estate Professional arising out of any Compensation provided by AHS to such Real Estate Professional, then Defendants are released from making any and all payments to Consumer Law Clinics pursuant to Paragraph 7 that are due after any such claims are asserted by the State against Real Estate Professionals. This dismissal with prejudice shall be subject to the State's ability to enforce the terms of this Final Judgment.

14. IT IS FURTHER ORDERED that upon entry of this Final Judgment, the State shall be deemed to have, and by operation of this Final Judgment shall have, fully, finally, irrevocably and forever released, waived, relinquished and forever discharged each of the AHS Parties from any and all claims that the State has alleged, that the State could have alleged, or that are related to those alleged in connection with this Lawsuit, including but not limited to (i) claims under or relying on state law or federal law relating to AHS's Compensation of or exclusive relationships with Real Estate Professionals, (ii) claims under or relying on state law or

federal law relating to AHS's disclosures to Consumers in Marketing Materials and Residential Service Contracts about the scope of coverage and exclusions, (iii) claims under or relying on state law or federal law relating to AHS's denial of Consumer claims, (iv) claims under or relying on state law or federal law relating to AHS's Residential Service Contract renewal and cancellation practices, and (v) claims under or relying on state law or federal law relating to AHS's Compensation to home repair contractors engaged by AHS to make service calls to Residential Service Contract customers.

15. IT IS FURTHER ORDERED that upon entry of this Final Judgment, the State shall be deemed to have, and by operation of this Final Judgment shall have, fully, finally, irrevocably and forever released, waived, relinquished and forever discharged each of the AHS Parties from any and all claims that the State could have alleged under or relying on any other state or federal law, including without limitation RESPA, relating to AHS's Compensation of or exclusive relationships with Real Estate Professionals.

16. IT IS FURTHER ORDERED that the State, by agreeing to this Final Judgment and as of the date that such Final Judgment is signed, has agreed not to directly or indirectly intervene, appear, or file any pleadings, friend-of-court papers, or other documents in *Rudd v. American Home Shield Corp.*, Cause No. 2:09-CV-01018-RDP, in the United States District Court for the Northern District Of Alabama, Southern Division, *Faught v. American Home Shield Corp.*, Cause No. 2:07-CV-1928-RDP, in the United States District Court for the Northern District Of Alabama, Southern Division, or *Edleson v. American Home Shield of California, Inc.*,

et al., Cause No. 37-2007-00071725-CU-BT-CTL, in the Superior Court of California for the county of San Diego.

17. IT IS FURTHER ORDERED that

A. Unless otherwise agreed to by both Parties in writing, this Final Judgment shall be deemed to be void in the event that any of the following occur: (i) a court refuses to enter this Final Judgment, whether in the 295th Judicial District Court of Harris County, Texas, or any other court, including any courts of appeal; or (ii) a court modifies this Final Judgment or fails to enforce any provision hereof.

B. In the event that this Final Judgment is deemed void in accordance with Paragraph 17(A), the Parties stipulate and agree that:

(i) Paragraphs 12, 17, 19 and 22 (and the defined terms used therein) shall remain in full force and effect;

(ii) all other provisions of this Final Judgment shall be deemed null and void *ab initio* and without force or effect and the State and the Defendants shall stand in the same position as if this Final Judgment had not been negotiated, signed, or filed with a court;

(iii) the State shall refund to AHS the amount that AHS paid to the State for reimbursement of the State's attorneys' fees, court costs, and investigative costs incurred in this case pursuant to Paragraph 8;

(iv) Defendants shall be released from making any and all future payments to Consumer Law Clinics pursuant to Paragraph 7;

(v) this Final Judgment shall not be offered in evidence or used in this or any other suit or investigation for any purpose including the existence, suitability for certification, or maintenance of any purported class; and

(vi) this Final Judgment and all negotiations, statements, proceedings, and documents prepared in connection herewith (including all legal briefs and exhibits thereto) shall not be deemed or construed to be an admission or confession by any party of any fact, matter, or proposition of law and shall not be offered by anyone adverse to the Defendants for any purpose whatsoever in any suit or investigation.

18. IT IS FURTHER ORDERED that this Final Judgment and all negotiations, statements, proceedings, and documents prepared in connection herewith (including all legal briefs and exhibits thereto) shall not be offered or be admissible in evidence or used in any fashion against any of the AHS Parties in any Suit for any purpose, except in a Suit to enforce the terms of this Final Judgment. Nothing herein shall be construed to preclude the AHS Parties from offering this Final Judgment and the releases herein in defense of any claims or investigative demands brought by the State against the Defendants at any time.

19. IT IS FURTHER ORDERED that all confidential materials submitted by AHS to the State, as determined by the Court's order of November 7, 2007, shall be maintained in the strictest confidence to be used only in carrying out the express terms of this Final Judgment. To the extent the State has shared any such materials with any individuals or third parties, other than the State's own legal and support staff and retained experts, the State shall advise those individuals and entities to maintain those materials in the strictest confidence and not to be used

for any further purpose.

20. IT IS FURTHER ORDERED that if in the future any definition or provision in this Final Judgment is determined to be inconsistent with Federal or State laws, any court order, and/or any rules, regulations, or official interpretations or interpretive releases promulgated thereunder, then such laws, orders, rules, regulations, official interpretations or interpretive releases will prevail over the terms of this Final Judgment, and the Final Judgment and obligations of AHS hereunder will be deemed modified to conform with those laws, orders, rules, regulations, official interpretations or interpretive releases. In that event, the remaining terms of this Final Judgment shall remain in full force and effect as written.

21. IT IS FURTHER ORDERED that if any specified date in this Final Judgment falls on a Saturday, Sunday, or any day on which the Texas State Courts are closed, including but not limited to any day set aside for observing New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, or Christmas Day, or any other day declared a holiday by the President or Congress, then the obligation due to be satisfied on such day shall be satisfied by the next following business day.

22. IT IS FURTHER ORDERED that all other costs of court expended or incurred in this Lawsuit shall be borne by the Party incurring the same.

All relief not expressly granted herein is denied. This is a final judgment.

SIGNED this 16th day of AUGUST, 2010.

Baroline Baker
PRESIDING DISTRICT JUDGE

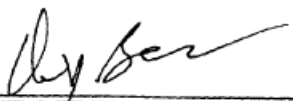
AGREED TO SUBSTANCE FORM AND ENTRY REQUESTED:

GREG ABBOTT
Attorney General of Texas
C. ANDREW WEBER
First Assistant Attorney General

DAVID S. MORALES
Deputy Attorney General for Civil Litigation

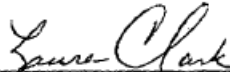
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**ATTORNEYS FOR DEFENDANTS
AMERICAN HOME SHIELD CORPORATION,
THE SERVICEMASTER COMPANY, AND
AMERICAN HOME SHIELD OF TEXAS, INC.**



LAURA CLARK
Vice President—Finance and Treasurer
American Home Shield Corporation
American Home Shield of Texas, Inc.

**AUTHORIZED REPRESENTATIVE OF
AMERICAN HOME SHIELD CORPORATION,
THE SERVICEMASTER COMPANY, AND
AMERICAN HOME SHIELD OF TEXAS, INC.**