VENDOR SERVICE AGREEMENT

This Vendor Service Agreement ("Agreement") by and between **Humboldt County Treasurer Tax Collector (**"Client") at **825 5th Street Room 125 Eureka, CA 95501** and **American Financial Credit Services, Inc.** ("Agency") at **10333 N. Meridian Street Suite 270, Indianapolis, Indiana 46290** (hereinafter referred to as **"Client"** and **"Agency"**, respectively).

WITNESSETH THAT:

WHEREAS, Agency, duly licensed and bonded in the state of California and provides delinquent tax skip tracing, billing and recovery services and Client wishes to engage a firm to furnish such services.

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth, the parties agree as follows:

1. Client shall refer to Agency with those delinquent personal property tax accounts, which Client desires Agency to skip trace, bill and recover. Agency shall work those accounts, utilizing acceptable methods and procedures in a professional and ethical manner, in accordance with all federal and state laws.

2. To the extent permitted by law, Client agrees to supply Agency with the following information on each account referred via a medium agreed upon by the parties:

   A. All necessary biographical and billing information in its possession.
   B. Accurate balance due information.
   C. Any other pertinent information or documents upon which the parties shall agree in writing.

3. Agency shall provide Client with notification of all Client accounts on which it requests approval prior to filing a writ of execution to seize taxpayer assets or proceedings supplemental when freezing taxpayer bank accounts. Subject to Client's approval, Client may also be requested to file a restraining order to cease taxpayer company operations when necessary to inventory assets prior to auction. **Notwithstanding any other provision of this Agreement, Agency will not take any action required to seize taxpayer assets without the express written approval of the Client.**

4. Agency will not settle or compromise any account referred to Agency unless authorized by Client or Client's Designee in writing.

5. Client does authorize Agency to endorse Client's name on payments received by Agency for deposit only. Client agrees to regularly communicate with Agency regarding all payments received by Client and applied to taxpayer accounts.

6. Monies received by Agency for a taxpayer billing creating a credit will be refunded within ten (10) working days by the Agency to the taxpayer. All credit balances and subsequent debit adjustments due to refund will appear on the affected taxpayer account.

7. Client will not be billed for costs advanced by Agency toward the skip tracing and billing of any account placed with Agency.

8. Client may recall any referred account at any time and Agency shall return all files and documents, which Client has referred to Agency, less any copies which Agency needs to retain for its own records. However, Agency shall be entitled to the fees allowed under this Agreement (see Addendum A) for all payments on Agency fees received by Client as a result of payment arrangements originated by the Agency prior to recall of a referred account.

9. Agency agrees to provide to the Client, or his designee, by the tenth (10^{th}) business day of each month an accounting for the previous month's activities, including a breakdown of receivables, cancellations, and liquidation percentage by placement month. Agency will also submit a monthly report, which summarizes Client account status changes and will submit to the Client a cross-reference listing that identifies status codes and their descriptions.

10. Agency will directly deposit all funds collected by the Agency on a monthly basis to the Client owned bank account of their choice as agreed upon by the Client. Agency will utilize a "net remittance" method as agreed upon by the Client. When the Client receives funds directly from taxpayers on accounts placed with Agency, Client will notify Agency in a timely manner of all funds received by Client. When Client receives payment of Agency fees, Client agrees to pay Agency fees herein agreed upon within twenty (20) days from the receipt of the Agency's monthly statement.

11. All money recovered on a referred account shall be applied in the following order:

    A. Towards satisfaction of principal; and then
    B. Agency fees.

    Note: *If a taxpayer makes a partial payment, establishes a monthly payment arrangement with Agency, or only pays principal to Client in an attempt to avoid paying Agency fees: a portion of the taxpayer payment equivalent to the fee percentage will be applied to the fee. If a payment arrangement is established the portion of the taxpayer payment applied to the fee is used to cover the cost associated with monitoring the arrangement. Agency will continue collections on any remaining balances due until the account is paid in full.*

12. Agency will handle all communications regarding the accounts referred from Client and will not refer any party back to the Client unless instructed to do so by the Client. Agency requests for information (tax verifications, "paid prior" investigation and disputes) will be submitted in writing to the Client. Agency requests which have not been satisfied within thirty-days (30) will be brought to the attention of the Client, or designee, for appropriate resolution.

13. Unless otherwise notified in writing, Client designates the Humboldt **County Treasurer and Tax Collector** as the County's contact and/or designee to discuss any account referred by Client.

14. As stated, this Agreement shall be effective upon the execution of the same by all parties and remain in effect unless otherwise terminated by either party as provided in this Agreement.

15. Either party may terminate this Agreement upon providing thirty (30) days' prior written notice to the other party; unless Agency or Client violates this agreement, federal or state laws regulating this agreement, or is found to be operating illegally in which case this agreement will terminate immediately.

16. In the event that either party terminates this Agreement and/or Client recalls accounts previously placed with Agency, Agency shall, at no cost to the Client, cease activity on said recalled accounts and return said recalled accounts to Client utilizing an updated status report on all accounts. Said report will include taxpayers name, client reference number, updated balance due and most recent status code.

17. During the term of this Agreement and for a period of twelve (12) months after the termination of the Agreement, Client or its designee shall have the right upon reasonable notice to inspect and audit the books and records of Agency for the purpose of assuring Agency's compliance with the provisions of the Agreement. Agency shall cooperate in any such inspection or audit.

18. Agency agrees to comply with Client policy(ies) and all State and Federal statutes and regulations concerning the confidentiality of any taxpayer's records or information, which may be provided to the Agency pursuant to this Agreement. Agency further agrees to indemnify, defend and hold Client harmless from liability as a result of Agency's actions pertaining to or as a result of this Agreement, including, but not limited to the improper disclosure of taxpayer information by Agency and/or Agency's directors, officers, employees, agents, designees, and/or subcontractors.

19. Agency shall protect, defend, indemnify and hold harmless the Client from and against all claims, losses, demands, damages and causes of action (including reasonable attorney fees) arising or in any way resulting from the willful or negligent acts or omissions of the Agency and its directors, officers, employees, agents, designees, and/or subcontractors.

20. Agency represents and warrants that:

    A. Agency is a corporation and duly organized in Indiana and authorized to do business in California, validly existing, and in good standing under the laws of the State of Indiana and California;

    B. Agency has all the required authority to conduct its business as such business is now being conducted and to execute, deliver, and perform this Agreement; and

    C. This Agreement constitutes the valid, binding, and enforceable obligation of Agency and the execution and delivery of this Agreement by Agency and the consummation of the transactions contemplated hereby have been duly authorized by the requisite vote or consent of the Board of Directors and Shareholders of Agency, and such execution and delivery do not require the

consent, approval, or authorization of any other person, public authority, or other entity.

21. This Agreement contains the complete and final agreement between the parties with respect to its subject matter and supercedes all prior arrangements and understandings, oral and written, between the parties.

22. The Agreement construed in accordance with the laws of the State of California and shall be binding upon and insure to the benefit of both parties and their successors and permitted assigns. This Agreement may be amended or modified only by written instrument signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Vendor Service Agreement as of the date(s) set forth below.

American Financial Credit Services, Inc.

By: _____
Josh Williams, Chief Executive Officer

Dated this ____ day of _____/_____
Month *Year*

_____ County California

By: _____

Humboldt County Treasurer and Tax Collector

Dated this ____ day of _____/_____
Month *Year*

ADDENDUM A
SERVICES AND OBLIGATIONS

Client agrees to utilize the Vendor Service Agreement.

Agency Fees for Skip Tracing, Billing and Recovery Services:

Delinquent Personal Property Tax Placements Fee

25% added to the total principal on all delinquencies at time of placement and paid by taxpayer. Agency will directly deposit all funds collected by the Agency monthly to the Client owned bank account of their choice as agreed upon by the Client. Agency will utilize a "net remittance" method as agreed upon by the Client. When the Client receives funds directly from taxpayers on accounts placed with Agency, Client will notify Agency in a timely manner of all funds received by Client. When Client receives payment of Agency fees, Client agrees to pay Agency fees herein agreed upon within twenty (20) days from the receipt of the Agency's monthly statement

ADDENDUM B

ADJOINING MUNICIPALITIES AND CITIES

Upon written notification from an authorized official of an adjoining municipality or city within the geographic area of the Client or under its jurisdiction, Agency will provide the aforementioned services of this Agreement under the same terms and conditions to that municipality or city. For the purposes of reporting and remittances, those adjoining services will be handled separately from the primary Client account.