

WESTERN CONTROL SERVICES, INC.  
P.O. BOX 1352 ENGLEWOOD, CO 80150  
303-761-6102 / 800-934-8541

COLLECTION AGREEMENT

This agreement is entered into by and between WESTERN CONTROL SERVICES, INC. (WCS) and Ohlone Community C.D., hereinafter referred to as CLIENT.

ARTICLE I - PURPOSE

The purpose of this agreement is to set forth the terms and conditions under which WCS and CLIENT shall do business.

ARTICLE II - REBATES

Rebates due CLIENT on accounts consigned to WCS shall be paid to CLIENT monthly, on the 20th, for all monies received the previous calendar month. Rebate shall be accompanied by a complete, detailed accounting, which shall include customer name, amount of payment, net remittance, and ending balance.

ARTICLE III - STATUS REPORTS

Upon request, WCS shall furnish a status report on accounts consigned, including total amount received by WCS and the current balance due on the account.

ARTICLE IV - PAYMENTS

Client agrees to immediately forward or report any monies received on accounts assigned to WCS. WCS shall have limited power of attorney to endorse and deposit checks made payable to Client on accounts assigned for collection.

ARTICLE V - FEES

Client agrees that WCS shall receive fees for services provided on accounts assigned per attached Schedule of Charges. Client agrees that an account shall be considered "assigned" when WCS has received listing sheet showing debtors name and/or pertinent information from the Client to collect a debt.

ARTICLE VI - WITHDRAWAL OF ACCOUNTS

Client may withdraw accounts from WCS. At the time of such withdrawal or recall, WCS shall terminate all action taken in regard to that account and shall return the account to Client, as provided by Colorado statutes governing holders of collection agency licenses Title 12, Article 14 Section #12-14-124 (6b) of the CFDCPA. At the time of withdrawal, WCS shall compute a reasonable fee due for all costs associated with accounts to be withdrawn, and charge said fee to Client. If account is in process of collection, fees shall be determined by Article XV of this agreement.

ARTICLE VII - DISPUTED ACCOUNTS

Client agrees that WCS shall have the authority to negotiate settlement with debtor in the event of a disputed balance and/or a lack of proof of balance owed, after verifying the dispute and proposed settlement with Client.

ARTICLE VIII - INDEPENDENT CONTRACTOR

It is expressly understood that WCS is acting as an independent contractor in it's relationship with the client and shall not, in any manner, be deemed an employee of client.

ARTICLE IX - TERMINATION

Upon thirty (30) days written notice, either party may terminate this agreement. Accounts already consigned to WCS and "in process of collection" shall be returned to Client per Colorado statutes governing holders of collection agency licenses Title 12 Article 14 Section #12-14-124(6b) of the CFDCPA.

ARTICLE X - INDEMNIFICATION

WCS shall indemnify and hold harmless Client and their agents and employees, from claims, damages, losses and expenses, including reasonable attorney's fees in the event of an action arising from collection practices or collection action of WCS undertaken to collect debts of claims, but this agreement shall not extend to information submitted by Client nor actions taken by Client in it's efforts to recover debts or claims from debtors. WCS may initiate legal proceedings or take any other action

necessary to procure payment on any account in its own name and shall not initiate such action in the name of Clients. Client shall hold WCS harmless from claims, damages, losses and expenses including attorneys fees in the event of an action arising from practices on the part of the Client.

ARTICLE XI - LEGAL ACTION

In compliance with rule 2.09 (1) (2) , Client hereby authorizes Western Control Services, Inc. to commence legal action to collect debts, as necessary. If so requested by Client, all legal process accounts shall be reviewed by Client as they become eligible.

ARTICLE XII - AMENDMENT

This instrument contains the entire agreement of the parties. It may not be changed orally but only by an agreement in writing signed by both parties.

ARTICLE XIII - SETTLEMENT

WCS is authorized to accept N/A% or more on claims assigned for collection as full settlement of the debt without Client's individual approval. Any lesser settlement must be approved by Client.

ARTICLE XIV - INTEREST

WCS shall be entitled to collect and retain any interest or costs allowed by contract or by statute, not specifically assigned for collection. At WCS' discretion, this amount may be discounted to debtor in order to better facilitate the collection process.

ARTICLE XV - SCHEDULE OF CHARGES

WESTERN CONTROL SERVICES, INC. agrees to collect debts owed to CLIENT at the following rates:

25% CONTINGENCY  
FIRST PLACEMENTS

COLLECTION ACCOUNTS ASSIGNED ELECTRONICALLY TO WCS WITH GOOD INFORMATION. ACCOUNTS NOT REQUIRING SKIP TRACE PROCEDURES. MAIL FORWARDS AND TELEPHONE FORWARDS ARE CONSIDERED GOOD INFORMATION.

25% CONTINGENCY  
SKIP TRACE ACCTS

COLLECTION ACCOUNTS ASSIGNED ELECTRONICALLY TO WCS THAT REQUIRE SKIP TRACING PROCEDURES IN ORDER TO LOCATE THE DEBTOR.

25% CONTINGENCY  
SECOND PLACEMENTS

COLLECTION ACCOUNTS ASSIGNED ELECTRONICALLY TO WCS THAT HAVE BEEN PREVIOUSLY SENT TO TRANSWORLD SYSTEMS FOR LETTER WRITING SERIES.

N/A% CONTINGENCY  
LEGAL ACCOUNTS

ACCOUNTS REQUIRING THE IMPLEMENTATION OF A LEGAL PROCESS SHALL BEAR THE LEGAL ACCOUNTS RATE. ALL COSTS ARE ADVANCED BY WCS AND SUBSEQUENTLY FULLY RECOVERED FROM COLLECTION ACTIVITIES IN ADVANCE OF ANY PRINCIPLE, INTEREST, OR OTHER ASSIGNED AMOUNT.

Ohlone CCD  
CLIENT/COMPANY NAME

WESTERN CONTROL SERVICES, INC.

[Signature] 11/7/05  
BY DATE

[Signature] July 7, 2005  
BY DATE

**PLEASE PRINT:**

Ohlone Community CD Donna Payne 510 659-7305  
company contact person telephone

43600 Mission Blvd Fremont CA 94539  
mailing address city, state, zip