

JOINT CAR DONATION AGREEMENT

This Joint Car Donation Agreement (this "Agreement") is entered into as of 10/25/18, by and between Arc Thrift Stores, Inc., a Colorado nonprofit corporation, doing business as Vehicles For Charity ("VFC"), and Save A Friend To Homeless Animals a New Jersey Corporation. {"Company"}. WHEREAS, the Company conducts a program in which individuals or businesses may make charitable donations of vehicles and the proceeds of the sales of such vehicles benefit the Company, and VFC conducts a similar program (the "Vehicle Donation Program") in which individuals or businesses may make charitable donations of vehicles and the proceeds of the sales of such vehicles benefit VFC; and

WHEREAS, VFC has the resources to assist the Company in the collection and sale of vehicles donated through the Vehicle Donation Program, and the Company desires VFC to process the collection and sale of vehicles through the Vehicle Donation Program pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of these recitals and the promises and covenants contained herein, the parties hereto agree as follows:

1. VFC's Role.

(a) Following the receipt of a contact from an individual or business generated specifically by the Company (each, a "Company Generated Donor") wishing to donate a vehicle under the Vehicle Donation Program, VFC shall make arrangements for a towing company (the "Towing Company") to pick up the vehicle from the Company Generated Donor. VFC shall have absolute and sole discretion to refuse any donation. All such donations by a Company Generated Donor will be to VFC, which will issue an acknowledgment and a proper tax receipt to the Company Generated Donor.

(b) VFC shall direct the Towing Company to take possession of title to the vehicle when the Towing Company picks up the vehicle from the Company Generated Donor. VFC shall pay the Towing Company a towing fee for its services (the "Towing Fee"), which such Towing Fee shall be deducted from the Proceeds of the Sale. Any out-of-pocket expense incurred by VFC in resolving title issues shall be paid for by VFC and not deducted from the gross sale amount.

(c) The Towing Company shall determine whether a vehicle should be transported to a vehicle auction house or to a salvage company (each, a "Disposal Company") for sale. VFC reserves the right to authorize repairs to be performed to a vehicle if VFC believes that the repairs will increase the value of the donated vehicle. All such repair expenses [the "Expenses"] incurred shall be paid for by VFC and not deducted from the gross sale amount. The vehicle will be sold "AS IS" and without warranties of any kind.

2. Distributions of Net Proceeds. As used herein, "Net Proceeds" shall mean the amount collected by VFC from the sale of the vehicle to a Disposal Company (the "Proceeds of the Sale") less the Towing Fee, and any commission paid to the Disposal Company for the sale of the vehicle (the "Sales Commission"). For each vehicle donated by a Company Generated Donor and processed by VFC, the Net Proceeds, if any, shall be distributed between the parties as follows:

80% to the Company; and

20%to VFC

The parties recognize that there may be no Net Proceeds from the sale of the vehicle and to the extent there is a loss from the sale of the vehicle, the loss shall be allocated 100% to VFC. The foregoing distribution shall be paid to the Company within 45 days after the date of the sale of the vehicle together with a report detailing (a) the name, address and telephone number of the applicable Company Generated Donor, (b) the year, make, model and vehicle identification number of the vehicle donated by the applicable Company Generated Donor, and (c) the Proceeds of the Sale, the Towing Fee, the Expenses and the Sales Commission for each vehicle donated by the applicable Company Generated Donor.

3. Indemnity. VFC agrees to defend, indemnify and hold harmless the Company and its affiliates, subsidiaries, agents, subcontractors, officers, directors and employees from and against any and all actual, out-of-pocket losses, damages, liabilities, settlement amounts, fines, costs, expenses, demands, causes of action, judgments, assessments, deficiencies and all liabilities incurred as a direct result of (a) any negligence, gross negligence or willful misconduct of VFC or (b) any breach by VFC of the covenants, terms or conditions contained herein.

4. **No Exclusivity.** The Parties acknowledges that this Agreement is non-exclusive and either may enter into similar agreements with any other person or entity for use of its Vehicle Donation Program.

5. **Term: Termination.** The term of this Agreement shall commence as of the date hereof and shall continue on a month-to-month basis until terminated by either party, with or without cause, upon 45 days prior written notice to the other party. Upon termination of this Agreement, VFC shall complete the sale of any vehicles from a Company Generated Donor that was in process on or before the last day of this Agreement.

6. **Miscellaneous.**

(a) This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all negotiations, discussions and prior agreements, oral or written, between the parties with respect to the subject matter hereof.

(b) No waiver of any breach of any term of this Agreement by either party will be deemed to imply or constitute a waiver of a breach of the same term in the future or a waiver of any other breach of this Agreement.

(c) Nothing contained in this Agreement shall constitute the Company or VFC to be an agent, partners, joint venturers, servants or employees of the other, any such intent being expressly disclaimed by this Agreement.

(d) All notices and other communications under this Agreement must be in writing and will be deemed to have been duly given when (i) delivered by hand (with written confirmation of receipt), (ii) sent by facsimile (with written confirmation of receipt), or (iii) when received by the addressee, if sent by a nationally recognized overnight t delivery service (receipt requested), in each case to the appropriate addresses and facsimile numbers set forth below each parties applicable signature block (or to such other addresses and facsimile numbers as a party may designate by written notice to the other parties).

[e] This agreement shall be governed by, construed, interpreted and enforced in accordance with the laws of the State of New Jersey. Provisions of this Agreement are severable, and the parties intend that should any provision be held by a court of competent jurisdiction to invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions hereof, but the same shall remain in full force and effect as if such invalid or unenforceable provision is omitted. The rights and obligations of this Agreement may not be assigned or designated without the prior written consent of both parties. This Agreement will apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the parties.

(f) This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. Photocopies, electronic copies or facsimiles of executed copies of this Agreement may be treated as originals. IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

VFC:

COMPANY:

**ARC Thrift Stores Inc., doing business as
VEHICLES FOR CHARITY**

Save A Friend To Homeless Animals

By: _____

By: _____

Name: Lloyd Lewis
Title: President/ CEO

Name: Heather L Achenbach
Title: Executive Director

EIN: 84-0515942

EIN: 22-6082741

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Lakewood Co 80228
Attention: Lloyd Lewis

1010 Route 601
Skillman NJ 08558 2112
Attention: Heather L Achenbach