

MEMORANDUM OF UNDERSTANDING
BETWEEN
PRISTINE TEXAS RIVERS, INC.
AND
TEXAS STATE TUBES, LLC, and RKY, LTD

This Memorandum of Understanding ("MOU") is entered into between the TEXAS STATE TUBES, LLC, and RKY, LTD ("Outfitters"), and PRISTINE TEXAS RIVERS, INC. ("Contractor").

WITNESSETH

WHEREAS, Outfitters desire to utilize Contractor's services to perform those services related to the 2015 River Clean-up attached hereto as Exhibit A.

NOW, THEREFORE, Outfitters and Contractor AGREE AS FOLLOWS:

1.0 Purpose and Scope

The purpose of this MOU is for Contractor to provide perform the work as specified in the 2015 River Clean-up which is attached hereto as Exhibit A.

2.0 Effective Date of MOU

This MOU is effective May 1, 2015, and will terminate on May 1, 2016. The contract may be extended for 4 additional 1 year periods, provided all terms and conditions remain in full force and effect except for the term. Each additional year with 3% increase of total contract price.

3.0 Independent Contractor

3.1 The parties agree that the Outfitters are not the employer of the Contractor and the employees of the Contractor are not employees of the Outfitters and are subject to all rules and regulations of Contractor

3.2 Outfitters shall have no responsibility or obligation to the Contractor or its employees for discipline, Workers' Compensation, unemployment benefits, payroll taxes, payment of salaries, wages or overtime, insurance or other benefits. The Outfitters shall not be responsible or have the right to control the Contractors performance of their work other than to confirm compliance with the scope of work referenced by this contract.

3.3 Contractor will be responsible for and will pay salaries, and all state and federal mandated and associated employee cost and other costs associated with its employees in performing the Contractor's responsibilities under this MOU.

4.0 Consideration

4.1 During the term of this MOU, Outfitters reimburse the Contractor on a monthly basis, for a total amount not to exceed \$42,589.00. Contractor will seek reimbursement from the Outfitters by presenting to the Outfitters' designated personnel Contractor's invoice and such other documentation, as required in specs, as will support the invoice amount claimed. For all services rendered, payment is due within thirty (30) days after receipt of billing and all supportive documentation. Billing shall include documentation of cost of services rendered during the previous month. Each Outfitter is jointly and severally liable for payments due under this contract.

4.2 Invoice amounts in excess of approved maximum not-to-exceed amount incurred prior to the Outfitter's written consent shall be at Contractor's risk and the Outfitters are not obligated to pay such billings or expenses.

4.3 The Outfitters will reimburse Contractor the invoiced amount supported by appropriate documentation and will not be obligated to pay any additional monies beyond the agreed consideration unless scope of project is changed.

5.0 Contract Liaisons. The parties agree to designate the following contract liaisons who will serve as the primary contact for all contract related issues including payment, quality control, and river conditions. No other individual or entity may undertake this role without written approval of the parties. Further, all notices given hereunder must be in writing, and may be given by personal delivery or by certified mail, return receipt requested, at the addresses of the parties' liaisons indicated below:

Contractor: Stryker Saunders

Outfitters: Craig Coleman, RKY

6.0 Entire Agreement: Amendments. This MOU contains the entire agreement between the parties respecting the subject matter, and supersedes all prior agreements between the parties regarding these matters. This MOU may not be modified or amended except by written agreement executed by both parties. The parties agree to execute such other and further instruments and documents as are or may become necessary or convenient to carry out the purposes of this MOU upon mutual consent.

7.0 Invalid Provisions. Any clause, sentence, paragraph, or article of this MOU that is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect will not impair, invalidate, or nullify the remainder of this MOU.

8.0 Applicable Laws. This MOU will be construed in accordance with the laws and constitution of the State of Texas. Venue for any action arising hereunder will be in Travis County, Texas.

9.0 Cooperation. The Outfitters and Contractor agree to cooperate with each other in good faith at all times in order to effectuate the purposes and intent of this MOU. Each party hereto confirms and represents that this MOU has been duly authorized by its respective governing body.

10.0 Indemnification.

Contractor shall indemnify and hold harmless Outfitters from any and all liability, loss, charges, costs, fees or damages Outfitters may suffer as a result of claims, demands, causes of action, in equity or at law, lawsuits, administrative actions or judgments against Outfitters arising out of or related to: (1) the performance of the contract by Contractor; or (2) the performance of the persons under the Contractor's control or direction.

Likewise, the Outfitters will indemnify and hold harmless the Contractor for all liability, loss, charges, costs, fees or damages Contractor may suffer as a result of claims, demands, causes of action, in equity or at law, lawsuits, administrative actions or judgments against Outfitters arising out of or related to: (1) the performance of the contract by Contractor; or (2) the performance of the persons under the Contractor's control or direction.

11.0 Termination. Either party may terminate this MOU only for cause upon thirty (30) days written notice to the other party. In the event of termination of this MOU, Contractor shall reimburse the Outfitters for all amounts previously paid by the Outfitters that have not been expended to the effective date of termination.

12.0 No Conferring of Rights. Nothing in this MOU, express or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this MOU.

13.0 Right to Assurance. Whenever one party to the MOU in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given with the time specified after the demand is made, the demanding party may treat this failure as an anticipatory repudiation of the MOU.

14.0 MOU Counterparts. This MOU may be executed simultaneously in one or more counterparts, each of which will be deemed an original and all of which together constitute one and the same instrument.

EXECUTED on the date or dates indicated below.

CONTRACTOR:

By: [Signature]
PRESIDENT
Title

4/26/15
Date

TEXAS STATE TUBES, LLC OUTFITTERS:

By: [Signature]
Owner
Title

4/26/15
Date

RKY, LTD

By: [Signature]
Owner
Title

4-26-15
Date