

DONATION AGREEMENT

This Donation Agreement (herein the "Agreement") is made effective on January 1, 2020 ("Effective Date"), by and between Ameri-Tex Services, Inc., a Texas Corporation ("Ameri-Tex"), and LukeStrong Foundation, a Texas nonprofit corporation ("LukeStrong").

WHEREAS, LukeStrong Foundation, is a Texas nonprofit corporation whose address is 1088 Anderson County Road 430, Palestine, Texas 75803; and

WHEREAS, LukeStrong provides non-medical assistance for families with a child diagnosed with cancer, and promote awareness of childhood cancers; and

WHEREAS, Ameri-Tex desires to support the mission of LukeStrong and the services provided by LukeStrong to cancer patients in the East Texas Region by donating a portion of proceeds received by Ameri-Tex from the sale or lease of pink trash bins to Ameri-Tex customers; and

WHEREAS, Ameri-Tex seeks to ensure that 100% of the money donated to LukeStrong is utilized for cancer diagnosis, treatment, awareness, or assistance to families whose member(s) are diagnosed with cancer, and that any such donated funds from Ameri-Tex are utilized in the East Texas Region.

THEREFORE, in consideration of the mutual promises made in this Donation Agreement, the sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. **No Obligation to Donate.** Nothing in this Donation Agreement requires Ameri-Tex Services, Inc. to donate any time, money, or other resources to LukeStrong, and nothing in this Agreement requires Ameri-Tex to make any accounting to LukeStrong of the finances of Ameri-Tex Services, Inc.; it being understood that Ameri-Tex intends to donate to multiple cancer-related non-profit corporations within the East Texas Region. However, if and when Ameri-Tex Services, Inc. donates money to LukeStrong, this Agreement shall govern the use of such donations by LukeStrong.
2. **Use of Donated Proceeds.** LukeStrong agrees to utilize 100% of the money donated by Ameri-Tex Services, Inc. for expenses related to cancer diagnosis, treatment, awareness, or assistance to families whose member(s) are diagnosed with cancer, in accordance with the mission of LukeStrong and at the direction of its Board of Directors. Further, LukeStrong agrees to utilize 100% of the money donated by Ameri-Tex Services, Inc. within the East Texas Region.
3. **Accounting.** Upon written request of Ameri-Tex Services, Inc., LukeStrong shall respond and certify in writing within sixty (60) days that (i) 100% of the money donated by Ameri-Tex Services, Inc. has been utilized for the purposes set forth in

this Donation Agreement and that (ii) all donated money from Ameri-Tex Services, Inc. has been utilized within the East Texas Region.

4. **Definitions.** For the purpose of this Donation Agreement, the term "East Texas Region" shall mean any Texas county that is east of Dallas County and north of Harris County.

Executed on this the 9 day of January, 2020 to be effective January 1, 2020 ("Effective Date").

Ameri-Tex Services, Inc.

By: Clayton Vickers
Its: President

LukeStrong Foundation

By: Dwayne Grumbles
Its: CEO