

STRATEGIC ACCOUNTS SALES AGREEMENT

This Strategic Accounts Sales Agreement ("Agreement") is entered into by and between Paper First Affiliates, LLC, for itself and on behalf of its Affiliates (as defined below), with offices at PO Box 341 Accord, MA 02018 ("Buyer"), and Airgas USA, LLC, with offices at N112 W13333 Mequon Rd., Germantown, WI 53022 ("Seller"), for the purchase by Buyer and the sale by Seller of industrial, specialty and/or medical gases, welding consumables and equipment, safety products and services, and related supplies. This Agreement shall be effective as of the date later signed by Buyer or Seller ("Effective Date").

For and in consideration of the mutual premises and covenants contained herein and intending to be legally bound thereby, the parties agree as follows:

I. PURCHASE AND SALE

Seller acknowledges that Buyer is a buying group owned and governed by its members, which are locally owned independent party stores ("Member Stores"). Seller shall offer the Products, Equipment and services described herein upon the same terms and conditions (including pricing but excluding those terms and conditions which by their nature could only be deemed applicable to Member Stores within Seller's direct delivery service area or with Seller's agreement). The terms and conditions under which Seller will provide the Products, Equipment and services to Member Stores shall be governed by an adoption agreement to be executed between the Member Stores and Seller (the "Adoption Agreement") the form of which is attached as Exhibit A hereto. In the event that Seller has a valid sale agreement to provide Products, Equipment or services to any Member Store prior to the date of this Agreement ("Existing Member Store Agreement"), such Existing Member Store Agreement will continue to be valid, and the terms of this Agreement will not supersede the Existing Member Store Agreement, unless upon mutual agreement by Airgas and the Member Store. Member Stores that have entered into the Adoption Agreement with Seller ("Member Store Buyers") shall buy from Seller, and Seller shall sell to Member Store Buyers, Member Store Buyer's total present and future requirements of industrial, specialty and/or medical gases, in gaseous and/or liquid form ("Product(s)"), including but not limited to those Products listed on the riders hereto, for use by the Member Store Buyers at the location(s) listed on the Adoption Agreement and at any relocated, expanded, or new Member Store Buyer location(s), in suitable containers including, without limitation, cylinders, liquid containers and/or bulk (including "mini" and "micro" bulk), and including on-site generation equipment, upon the terms and conditions set forth in this Agreement, including, without limitation, any rider or amendment to this Agreement. The Products covered by this Agreement shall also include Buyer's requirements of (i) welding consumables and equipment, safety products and services, and related supplies as may be designated in any rider or amendment hereto, (ii) dry ice as may be designated in any rider or amendment hereto and (iii) any products used by Buyer in substitution for any of the Products described herein.

The terms and conditions of this Agreement shall control the rights and obligations of the parties regarding all purchase orders issued by Buyer for Products, provided however that the terms on the purchase orders or Seller's acknowledgment forms, with respect to the quantity, delivery dates, and shipping instructions, and shall control such order. The terms and conditions of this Agreement shall be extended to and be binding upon all Buyer Affiliates. This Agreement shall cover all mode changes, including but not limited to: cylinders to liquid containers, liquid containers to bulk storage vessels, bulk storage vessels to on-site generation, or any combination of the preceding.

The Products shall be for Buyer's own use, and not for resale, unless the parties execute a resale addendum. Buyer shall not transfill Products from any gas or liquid storage vessels or other equipment ("Equipment") or cylinders provided by Seller into other containers unless the parties execute a transfill addendum.

Affiliates of Seller may provide Products and services under this Agreement by executing a rider(s) to this Agreement. In that event, (i) the Seller Affiliate executing the rider will, for the purposes of performing under such rider, be considered "Seller" as that term is used in this Agreement; (ii) all terms and conditions of this Agreement shall be deemed incorporated into the rider; and (iii) the rider shall be deemed to be a two-party agreement between the Seller Affiliate and Buyer. The Seller Affiliate that executes a rider shall be solely responsible for the liabilities and obligations arising out of or related to that rider. Buyer shall have no recourse, in law or equity, against any other entity for the liabilities and obligations arising out of or related to that rider. "Affiliate(s)" means a party's wholly-owned subsidiaries or a joint venture, partnership or corporation that directly or indirectly controls, is controlled by, or is under common control of or with said party or that party's wholly-owned subsidiary. The word "control" as used in this definition means ownership of, or the right to acquire, not less than fifty-percent (50%) of the stock of said corporation, the right to vote not less than fifty-percent (50%) of the stock of said corporation, or not less than fifty percent (50%) ownership interest in a partnership or joint venture or corporation.

2. DELIVERY AND LEAD TIMES

All shipments of Products (other than bulk Products) shall be EXW (Incoterms® 2010) Seller's dock. Title and risk of loss of bulk Products shall pass to Buyer upon delivery into the applicable storage vessel.

Unless otherwise agreed upon by the parties, each Buyer location account shall be invoiced separately by Seller's local facility. Bulk storage Sites (as defined below) shall be accessible for deliveries twenty-four hours per day, seven days a week. Deliveries of other Products shall generally be made by Seller or its representative on regular business days between 8:00 A.M. and 5:00 P.M. or at other hours upon agreement of the parties. Buyer shall pay all additional expenses incurred by Seller as a result of deliveries at other hours or any other special delivery. With respect to bulk Products sold hereunder, Seller may, at its sole option, but is not obligated to, make any delivery of less than seventy-five percent (75%) of the capacity of the storage vessel. Deliveries of Products shall be measured by Seller using the method typically used by Seller for the type of delivery made.

Seller may refuse to deliver Products to any Buyer location if Seller reasonably believes that such Buyer location is unsafe or violates any applicable law or regulation, and Seller shall not be liable for such refusal to deliver. Deliveries made during a strike or other labor disturbance affecting any Buyer location shall be at Seller's sole option. If Seller does deliver during a strike or labor disturbance, then, notwithstanding anything to the contrary contained in this Agreement, Buyer assumes the entire risk and agrees to indemnify Seller from and against all costs, damages and losses arising out of any such delivery.

Seller shall use commercially reasonable efforts to ensure that sufficient materials are stocked to support the requirements of Buyer for Products. Representatives of Buyer shall from time to time meet with Seller's representatives to establish lead-time requirements for delivery of Products to Buyer. Buyer shall monitor Product levels and give Seller reasonable, advance notice of changes in Buyer's Product volume requirements and/or patterns of use. Buyer may purchase products from other sources if delivery as to any of its purchase orders cannot be made within the applicable lead-time period, provided further that the right to make purchases from other sources shall apply only as to that Buyer entity to which Seller is unable to make timely delivery and only for the period Seller is unable to make such delivery. Nothing herein shall or shall be deemed to relieve Buyer of its obligations to purchase its Product requirements from Seller as set forth above.

3. TERM AND TERMINATION

The initial term of this Agreement shall be four years ("Initial Term") measured from the latest of (a) the first day of the month following the date of first delivery of Product by Seller hereunder, (b) the date signed by Seller hereinbelow, (c) the Effective Date or (d) in the event Buyer is contractually bound and prohibited from buying Products under this Agreement by any prior agreement, then the date of the earliest expiration or earlier termination of such prior agreement. Thereafter, this Agreement shall automatically renew for successive renewal terms ("Renewal Terms") equal in length to the Initial Term unless terminated at the end of (a) the Initial Term or (b) any Renewal Term, as the case may be, upon not less than twelve months' prior written notice by either party, given in accordance with Section 17 herein. The Initial Term and any Renewal Terms shall be "the Term". If any Equipment is modified, relocated, replaced, substituted or Seller provides additional Equipment to meet Buyer's gas requirements, then a new Term equal in length to the Initial Term shall commence upon the first day of the month following the date of first delivery of Product into the modified, relocated, replacement, substitute or additional Equipment.

4. PRICING AND PAYMENT TERMS

The Product prices, Rental Fees and Facility Fees (which are referred to individually and collectively as the "Price(s)") and related charges ("Charges") are listed on the riders attached hereto.

Buyer shall make payment by the thirtieth day following the date of invoice, by one or more of the following payment methods: in full by cash, check, wire transfer or CTX formatted ACH. Continued open account credit is subject to Seller's assessment of Buyer's financial condition and ability to pay. If at any time during the Term of this Agreement, Buyer requires an order, invoicing or payment process (the "Payment Process") that varies from Seller's standard method, Seller may adjust Prices hereunder to cover Seller's costs to implement Buyer's requested Payment Process. In the event Buyer fails to make any payment when and as due, Seller may, at Seller's option, exercise any one or more of the following (in addition to any other remedies available to Seller): (a) cease all Product deliveries; (b) require Buyer, as a condition of receiving deliveries, to prepay for such deliveries and pay past due amounts as specified by Seller; (c) collect from Buyer on any delinquent balance a charge at the rate of one and one-half percent per month or, if less, the maximum rate permitted by law; and/or (d) remove any Equipment, cylinders and/or other containers provided by Seller and terminate, in whole or in part, this Agreement.

Buyer shall pay Seller's scheduled applicable Charges, as well as, other special charges (including charges in the event of any (i) extraordinary, emergency or other unanticipated increases in the cost of manufacturing, supplying or distributing Product, and/or (ii) additional costs arising or resulting from Product shortages) that Seller may assess. The amounts and identity of the Charges as of the Effective Date are indicated on the riders being executed concurrently with this Agreement. Charges are not subject to Section 5 and may be amended or others may be added at Seller's discretion. None of the Charges represents a tax or fee paid to or imposed by any governmental authority, and all of the charges are retained by Seller. Seller may not have specifically quantified the relationship

Seller's Initials:



Buyer's Initials:



between such charges and the actual costs associated with such charges, which can vary by Product, service, time and place, among other things.

Prices for argon, helium, refrigerants, hydrogen, carbon dioxide, nitrous oxide and fuel gases (propane, propylene and ethylene) shall be subject to adjustment based on market prices, and such adjustment shall not be deemed a "Price Change" subject to the provisions of Section 5.

The Prices and Charges are exclusive of any amount for federal, state and/or local excise, sales, use, property, retailer's occupation, gross receipts or similar taxes which may be imposed upon this transaction. Buyer shall pay all such taxes, including taxes on any Equipment, except Seller's income tax, either directly to the relevant taxing authority or as collected by Seller. In the event Buyer claims exemption, full or partial, from such taxes, a properly completed exemption certificate, with a list of the applicable exempt purchases, which will be acceptable to the appropriate taxing authorities, must be provided to Seller. Buyer will provide the applicable exemption certificate for each Buyer location. Should such certificate(s) be found invalid, Buyer agrees to bear the burden of any interest and penalties assessed.

If Seller has ordered, manufactured or had manufactured for Buyer any custom or special order goods, including, by way of example only and not limitation, specialty gas blends or mixes, customized safety goods, or specialized Equipment, the expiration or early termination of this Agreement shall not relieve Buyer of its obligation to purchase and pay for such goods and/or Equipment.

5. PRICE CHANGES

(a) Seller shall have the right to revise any of the Prices up to five percent in a given calendar year for any one or more of the Products by written notice to Buyer, but not before June 1, 2021. (b) In the event that Seller increases Prices by an amount greater than five percent in a given calendar year, such increase shall become effective fifteen days after written notice is given to Buyer. If within fifteen days of receiving such notice, Buyer furnishes Seller with a copy of a bona fide, firm, written offer to sell such Product in the same quantities and of the same quality under similar circumstances at prices lower than such revised Prices, Seller shall have fifteen days within which to, at Seller's sole option, either meet the lower price, exclusive of surcharges, hazmat, or regulatory compliances fees, or revert to Seller's Price in effect before the Price increase. If Seller agrees to meet such lower price, or reverts to Seller's Price in effect before the Price increase, then Seller shall have the right, at its option, to extend the Term for a period of time equal to the Initial Term or the term of the competitive written offer. If Seller does not exercise its option to meet the competitive price or revert to Seller's previous Price, Buyer may terminate this Agreement as to the Product in question by giving Seller sixty days' written notice of such termination. The Price for such Product during such sixty day period shall be the revised Price for such Product set forth in Seller's notice. (c) Buyer's rights under this Section shall not apply to any Price increase arising as a result in whole or part of increased costs to Seller or its suppliers due to Federal, state, or municipal taxes, tariffs, or government agency-required audits or other regulations. For the avoidance of doubt, the adjustments in Sections 7 and 14 and as provided for in riders are not subject to the "Price Changes" provisions as outlined in this Section.

6. CYLINDERS

Seller shall monitor cylinder deliveries and returns hereunder and shall charge Buyer rental at the rate in the attached riders ("Rental Fee"). Each invoice for Rental Fees will show a number of cylinders outstanding as of the date of such invoice. The balance shown on any such invoice shall be deemed correct and conclusive unless Buyer submits a notice of dispute in writing to Seller within ninety-five days after the date of such invoice. Buyer shall continue to pay Rental Fees on all cylinders until (i) such cylinders have been returned to Seller or (ii) payment has been made with respect to loss or damage thereto, each as in accordance with the following paragraph.

Buyer shall keep all cylinders in secure locations. Buyer shall return, in a good and non-contaminated condition, all cylinders, with valves closed, complete with caps and fittings, and shall pay Seller the replacement value of any contaminated, lost or damaged cylinders, caps or fittings. Buyer shall not permit cylinders or other storage containers furnished hereunder to be filled with any product not furnished by Seller.

7. BULK EQUIPMENT

In the event any Equipment is installed by Seller or its representatives at Buyer's location for storage of Product, Buyer shall pay Seller, for the availability of said Equipment for use hereunder, a fee computed by Seller for each item of Equipment so installed ("Facility Fee").

Buyer shall promptly furnish, at its sole expense, an accessible, secure location ("Site") for Seller's Equipment at each of its locations at which Products are required to enable suitable delivery and storage of such Products, including all foundations, bollards, lighting, fences, pipes and other preparation and equipment required for the safe delivery and distribution of Product(s) to and from the Site. Buyer shall also provide at the Site, at Buyer's cost, all electricity or other utilities, including, if necessary, phone lines, as well as all licenses and permits required in connection with use of the Site. Buyer shall begin to pay Facility Fees in the event that Buyer is unable to provide the Site within thirty days after Seller notifies Buyer that Equipment is ready for installation. Authorized

Seller's Initials: 

Buyer's Initials: 

representatives of Buyer, Seller and/or Seller's representatives shall have access at all times to the Site, but Buyer shall deny access to all others.

Equipment provided by Seller shall be installed and maintained in good repair and operation by Seller. Buyer may provide its own equipment in which event Seller shall have no obligation to maintain the same. Buyer shall not have an ownership interest in any Equipment installed at the Site by Seller and shall keep same free of any and all liens or claims of any kind. Seller may execute and record in the name of both parties UCC statements evidencing Seller's ownership of the Equipment. Buyer will pay any applicable UCC statement filing charge. Buyer shall not alter, adjust or repair any Equipment installed by Seller at the Site. Buyer shall pay Seller's freight charges for delivery of the Equipment to Buyer's Location, and Seller's crane and rigging costs associated with the Equipment installation. Buyer shall be responsible and liable for payment of, or, if Seller makes payment, shall reimburse Seller for, all costs arising out of Site conditions requiring additional labor or other costs. Seller shall not be liable for any delay in installation of any Equipment. Buyer shall maintain adequate fire and extended coverage insurance on the Equipment, with loss payable to Seller. Buyer shall be responsible for any loss of, or damage to, such Equipment unless arising as a direct result of Seller's sole negligence. Buyer shall not permit Equipment furnished hereunder to be filled with any product not furnished by Seller; provided that, if Seller is unable to supply Products to Buyer, and Buyer is permitted to obtain replacement products from other sources pursuant to either Section 2 or Section 13, Buyer may place such replacement product in the Equipment. The right to place substitute product in the Equipment is subject to Seller's prior written consent, which shall not be unreasonably withheld, and during any period where Buyer is placing or has placed substitute product in the Equipment, Buyer shall ensure that Equipment is not damaged and shall compensate Seller if any damages occur and hold Seller harmless for damage or injury. Buyer shall reimburse Seller for labor, parts and materials as the result of any service call made by Seller or Seller's representative, except for the standard preventative maintenance service as defined by Seller's standard maintenance guidelines.

If in the sole judgment of Seller any Equipment installed by Seller shall become inadequate, including, without limitation, because of a substantial change in Buyer's requirements of Product, Seller shall have the right to substitute a different size or type of Equipment. The Facility Fee shall be appropriately adjusted by Seller to account for the substitution, and Seller will provide written notice to Buyer of the new Facility Fee.

Seller shall have the right to remove any Equipment installed by it within ninety days after the expiration or termination of this Agreement. Buyer's obligation with respect to loss of, or damage to Equipment shall remain in full force and effect until Seller effects such removal. Buyer may request Seller to remove any of its Equipment from the Site prior to the end of the Term by making a written request to Seller for Equipment removal and paying to Seller, upon the issuance of an invoice, (i) a pro-rata share of Seller's cost of installing such Equipment which reflects the balance of the Term of this Agreement that is unexpired as of the date of such removal and (ii) the estimated costs associated with the removal of the Equipment and shipping costs to the closest service center of Seller (collectively, "Removal Fee"). Seller will reimburse Buyer for any estimated amounts paid over actual costs following completion of the removal and shipment. No such removal shall affect Buyer's obligation to purchase its requirements for Products from Seller. At the end of the Term, Buyer shall pay a Removal Fee. If Buyer fails to pay the Removal Fee when due, at Seller's option, this Agreement may be extended for a period of one year from the proposed termination date in the written notice ("Removal Term Extension"). If the Removal Fee is not paid within the Removal Term Extension, Seller shall have the option to extend this Agreement again as permitted in this Section.

8. WARRANTY

Seller warrants that, at the time of delivery, all gas Products furnished hereunder will comply with Compressed Gas Association (CGA) guidelines. Any other Products sold by Seller will conform to Seller's or manufacturer's standard specifications. Seller makes no warranty with respect to non-gas Products manufactured by others, but will, on request, to the extent permitted, pass on to Buyer any applicable manufacturer's warranty. Seller warrants that the services shall be performed in a good and workmanlike manner. **SELLER SPECIFICALLY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED STANDARDS, GUARANTEES, OR WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT AND ANY WARRANTIES THAT MAY BE ALLEGED TO ARISE AS A RESULT OF CUSTOM OR USAGE. SELLER MAKES NO WARRANTIES OF ANY KIND FOR ANY TECHNICAL ADVICE PROVIDED BY SELLER TO BUYER AND ASSUMES NO OBLIGATION OR LIABILITY FOR ANY SUCH TECHNICAL ADVICE WITH REFERENCE TO THE USE OF PRODUCTS OR RESULTS WHICH MAY BE OBTAINED THEREFROM, AND ALL SUCH ADVICE IF GIVEN AND ACCEPTED IS AT BUYER'S SOLE RISK.**

9. LIMITATION OF LIABILITY; REMEDIES

NEITHER SELLER NOR SELLER'S SUPPLIERS OF PRODUCTS ("SELLER'S SUPPLIERS") SHALL BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL AND/OR PUNITIVE DAMAGES. SELLER'S SOLE LIABILITY AND BUYER'S SOLE REMEDY FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES RESULTING FROM PRODUCTS, DELIVERY OF NON-CONFORMING PRODUCTS, SELLER'S FAILURE TO DELIVER SUCH PRODUCTS, INSTALLATION OR MAINTENANCE OF EQUIPMENT, EQUIPMENT MANUFACTURED BY SELLER, OR SERVICES PROVIDED BY SELLER SHALL BE LIMITED TO, AT SELLER'S

Seller's Initials: 

Buyer's Initials: 

OPTION, THE REFUND OF THE PURCHASE PRICE OR REPLACEMENT OF THE PRODUCT OR SERVICE IN QUESTION. THE LIMITATIONS CONTAINED IN THIS SECTION SHALL APPLY REGARDLESS OF WHETHER THE CLAIM FOR DAMAGES IS BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT OR OTHERWISE, AND SHALL APPLY EVEN WHERE SUCH DAMAGES ARE CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE, GROSS NEGLIGENCE OR ACTS AND OMISSIONS OF THE PARTY CLAIMING DAMAGES OR THE PARTY FROM WHOM DAMAGES ARE SOUGHT. ALL CLAIMS BY BUYER HAVING ANYTHING TO DO WITH THE SUBJECT MATTER OF THIS AGREEMENT SHALL BE MADE IN WRITING WITHIN NINETY FIVE DAYS AFTER THE EVENT GIVING RISE TO SUCH CLAIM AND FAILURE OF BUYER TO GIVE SUCH NOTICE SHALL CONSTITUTE A COMPLETE WAIVER BY BUYER OF ANY SUCH CLAIMS AND DEFENSE FOR SELLER AGAINST ANY SUCH CLAIMS. AS USED IN THIS SECTION, THE TERM "BUYER" AND "SELLER" SHALL INCLUDE NOT ONLY THE PARTY TO THIS AGREEMENT BUT ALSO ALL OF ITS AFFILIATES. THE PROVISIONS GOVERNING REMEDIES, LIMITATIONS OF LIABILITY AND INDEMNITY SET FORTH IN THIS AGREEMENT SHALL SURVIVE EXPIRATION, TERMINATION, OR CANCELLATION OF THIS AGREEMENT.

10. INDEMNITY

If there is any injury (including death), loss or damage to the person or property of any third party (including employees of either party), then, subject to any limitations set forth in this Agreement, each party agrees to indemnify and defend the other party to the extent of the indemnifying party's negligence.

11. COMPLIANCE/SDS

Buyer shall instruct its employees and agents to comply, and at all times Buyer shall comply, with all applicable federal, state and local statutes, regulations and laws regarding anti-corruption/bribery and the safe handling, transportation, purchase and use of the Products, including without limitation all relevant reporting obligations under the Emergency Planning and Community Right-To-Know Act, the Occupational Safety and Health Act, and applicable regulations thereunder, and the Foreign Corrupt Practices Act of 1977, as well as any applicable licenses and consents required by such statutes, regulations, laws or regulations, which licenses and consents shall be obtained by Buyer. Buyer acknowledges and agrees that Seller has provided Buyer with all relevant Safety Data Sheets (SDS). Additional SDSs and copies are available: (i) at the local Airgas branch; (ii) by calling 919-368-8518; or (iii) by logging on to www.airgas.com/sds-search. Buyer understands that the Products must not be used without first consulting the SDS. Seller complies with its Anti-Corruption Code of Conduct available to Buyer on www.airgas.com.

12. BUYER'S RESPONSIBILITIES

Products are sold on the condition that they be handled, used and disposed of in conformance with recognized industry and professional standards, including those related to the protection of human health and the environment. Buyer acknowledges that there are hazards associated with the use of the Products, that it understands such hazards, and that it is the responsibility of Buyer to warn and protect all those exposed to such hazards. It is Buyer's responsibility to ensure that: (i) the installation and/or use of the Products complies with all applicable laws, codes or regulations for the relevant jurisdiction; (ii) the Products are safe for the intended use; and (iii) the Products are handled in a safe and professional manner. Buyer shall have the sole responsibility for determining the suitability of any of Seller's Products for the use contemplated by Buyer. After delivery of Products to Buyer pursuant to this Agreement, Buyer assumes all risk and liability arising out of the presence, storage, transport or use of the Products.

13. EXCUSE OF PERFORMANCE

Seller shall not be liable for failure to perform if prevented by circumstances beyond its reasonable control. If Seller is unable to supply Products to Buyer, then Buyer may obtain replacement products from other sources and use them at Buyer's location(s) for that period of time during which Seller is unable to supply Buyer. This right is subject to Seller's prior written consent, which shall not be unreasonably withheld.

14. ALLOCATION

If sufficient Product is not available from Seller's normal source of supply for any reason, Seller may allocate Product among its own requirements and its customers. Seller will make reasonable efforts to obtain additional Product from other sources, provided Buyer shall pay all additional costs associated with such Product. Allocation in regard to this Section will completely satisfy and discharge Seller's supply obligations and Seller will, therefore, not be deemed to be in breach of such obligations.

15. HEADINGS

Section headings herein are for convenience only and not interpretation of this Agreement.

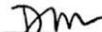
16. GOVERNING LAW; DISPUTE RESOLUTION; CLASS ACTION & TRIAL BY JURY WAIVER

This Agreement shall be governed by and construed in accordance with the substantive law of the State of Delaware, without regard to its conflict of laws principles. Prior to either party filing a lawsuit, except to prevent the running of any applicable statute of limitations, all disputes and claims regarding this Agreement shall be submitted to non-binding mediation. If the parties cannot agree

Seller's Initials:



Buyer's Initials:



on a mediator, one will be selected pursuant to American Arbitration Association rules. **BOTH PARTIES HERETO HEREBY WAIVE ALL RIGHT OR ENTITLEMENT TO TRIAL BY JURY IN CONNECTION WITH ANY DISPUTE THAT ARISES OUT OF OR RELATES IN ANY WAY HERETO OR TO PRODUCT SUPPLIED HEREUNDER.** Any claim must be brought in the respective party's individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum.

17. NOTICES

Unless otherwise provided herein, all notices shall be in writing, addressed to the intended recipient at the address on the first page hereof or such other address as the recipient may provide, and shall be deemed to have been given on the date such notice is hand delivered, sent by overnight courier providing proof of delivery, or sent by email to an address provided by the recipient for such purpose. Notices of adjustments to Prices or Charges provided hereunder may also be sent by U.S. Mail. Notwithstanding the foregoing, a notice of termination under Sections 3 or 5 hereof must be given by certified mail or overnight courier providing proof of delivery.

18. MISCELLANEOUS

(a) Buyer represents (1) that Buyer and its Affiliates are contractually free to enter into this Agreement and to perform hereunder and (2) that Buyer has the authority to bind itself and its current and future Affiliates by its execution of this Agreement. Buyer shall indemnify and defend Seller against all damages Seller may suffer if Buyer's foregoing representations are not correct. (b) The invalidity or unenforceability of any provision of this Agreement under the laws of any state in which this Agreement is in effect shall not affect the validity or enforceability of any other provision of this Agreement. (c) Buyer shall not require waiver or release of any personal right or execution of any document that conflicts with this Agreement or provides for additional obligations of the parties from Seller's employees, subcontractors or representatives in connection with Seller's entry onto the premises of Buyer and Buyer agrees that no such release, waiver or document shall be binding, if executed by Seller's employee, subcontractor or representative. (d) The waiver by either party of any of its rights under this Agreement shall not be construed as constituting a precedent. (e) Buyer must receive Seller's consent to assign this Agreement. This Agreement shall inure to the benefit of Seller and Buyer and their respective successors and assigns. If Buyer transfers a material part of its assets and/or its operations at any Buyer Location or its stock to a third party, Buyer shall require the third party to accept an assignment of this Agreement, as it relates to any applicable Buyer Location or Product, in form and content acceptable to Seller. (f) This Agreement and materials marked "Confidential" will be kept confidential by Buyer. (g) Buyer represents and warrants that this Agreement has been duly and validly authorized, executed, and delivered. (h) This Agreement may be executed in counterparts, each of which shall be an original and both of which taken together shall constitute the same instrument. Transmission by facsimile, email or other form of electronic transmission of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart and legal, valid and binding execution by such party. (i) As a part of the consideration for this Agreement, the applicable provisions of Section 9 (Remedies; Limitation of Liability) shall extend to and be enforceable by and for the benefit of Seller's Suppliers. (j) This Agreement with any riders, exhibits and/or amendments represents the entire agreement between Seller and Buyer in relation to the sale of Products and replaces the previous Strategic Account Sales Agreement with an effective date of August 6, 2014. Amendments to this Agreement shall be in writing and no acceptance by Seller of any purchase order, acknowledgment, or other document specifying different and/or additional terms or conditions shall be effective.

Paper First Affiliates, LLC (Buyer)

By: Don Morgan
Print Name: DON MORGAN
Title: DIRECTOR OF MEMBER SERVICES
(authorized representative)
Date: 9/28/20

AIRGAS USA, LLC (Seller)

By: Dave Domach
Print Name: DAVE DOMACH
Title: VP SABM
Date: 9-29-20

Seller's Initials: DD

Buyer's Initials: DM

EXHIBIT A – MEMBER STORE ADOPTION AGREEMENT

ADOPTION AGREEMENT

DATE: _____ (“Effective Date”)

Product Sale Agreement Between
Airgas USA, LLC (“Airgas”)
And _____ (Member Store name)

Member Store Adoption Agreement (“Adoption Agreement”) dated _____, 20__ by and between _____, a _____
[corporation/limited partnership/limited liability company] (“Member Store”) and Airgas USA LLC (“Seller”), with offices at N112 W13333 Mequon Rd.,
Germantown, WI 53022.

WHEREAS, Paper First Affiliates, LLC (“PFA”) and Seller are parties to that certain Strategic Account Sale Agreement dated September 30, 2020 (“Agreement”); and

WHEREAS, Member Store is a member of PFA and desires to secure for itself the benefits and obligations of the Agreement as it pertains to the following Member Store locations:

[List locations]

NOW, THEREFORE, in consideration of the foregoing and the mutual promises contained herein, the parties hereto agree as follows:

All of the terms and conditions of the Agreement attached hereto as Exhibit A are incorporated into this Adoption Agreement as if set forth herein in their entirety, except that (a) references to Buyer in the Agreement shall mean the Member Store party to this Adoption Agreement, (b) the term of this Adoption Agreement shall commence on the later of (i) the date of this Adoption Agreement or (ii) the date of the first delivery, (c) Member Store shall pay the Product prices, fees, and other charges in the Agreement that are in effect at the time of execution of this Adoption Agreement as same may be adjusted in accordance with the terms and conditions of the Agreement. The foregoing notwithstanding, the undersigned Member Store shall not be bound by those terms and conditions which by their nature could only be deemed applicable to PFA.

In recognition of the collective benefits to PFA and its Member Stores, the undersigned Member Store hereunder expressly agrees that any and all amendments to the Agreement entered into by and between Seller and PFA shall be binding upon the undersigned without prior notice to or consent from the undersigned. The undersigned further expressly acknowledges and agrees that all rights of termination for default as provided in the Agreement are granted to PFA and not to the undersigned with respect to terminating the Agreement and only apply to the undersigned with respect to terminating the undersigned’s contractual obligations hereunder.

Capitalized terms used herein and not otherwise defined shall have the respective meanings set forth in the Agreement. All notices or other communications may be given to the undersigned pursuant to the Agreement and shall be addressed as provided herein.

IN WITNESS WHEREOF, an authorized representative of the parties hereto has executed this Adoption Agreement as of this day and year first above written.

AIRGAS USA, LLC

PFA Member Store

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

**STRATEGIC ACCOUNTS SALES AGREEMENT
CYLINDER GASES RIDER**

Rider to Agreement between Paper First Affiliates, LLC and Airgas USA, LLC,
With an Effective Date of 10/15/2020

Pricing below applies to all Member Locations with an executed adoption agreement contained herein.

| <u>Product</u> | <u>Price/100SCF</u> | <u>Cylinder Size</u> | <u>Price/Cylinder</u> | <u>Daily Rent</u> |
|----------------|---------------------|----------------------|-----------------------|-------------------|
| Helium | \$65 | 219 | \$142.35 | \$.24 |
| Helium | \$65 | 292 | \$189.80 | \$.24 |

- All other helium cylinders not listed but leased (rented), or purchased by Buyer from Seller hereunder will be priced \$65/100SCF.
- All other cylinders not listed but leased (rented), or purchased by Buyer from Seller hereunder will be priced at market level.
- If not noted, pricing listed above applies only to the Continental United States. Other pricing is available upon request.
- Under the Agreement, per Buyer's request, Acetylene will be sold at a set rate per cylinder. Actual volume per cylinder may vary. Notwithstanding the foregoing, within the State of California, Acetylene will be sold per hundred standard cubic feet (scf) with actual volumes indicated on each cylinder.
- Additional Requirements: Should there be a material increase in Buyer's requirements for any of the Products set forth on this Rider, as compared to Buyer's requirements at the inception of the Agreement, Seller shall not be obligated, but shall have the right at its option, to deliver Product that exceeds such original amount. If, to meet such additional requirements, Seller must obtain Product from alternative sources of supply, Buyer shall pay all additional costs associated with such additional supply.

CHARGES

Hazmat Charge (Product) is \$5.00 per Delivery

Hazmat Charge (Cylinder Rental) is \$2.06 per month per location

Delivery Charge is \$30 per Delivery

Paper First Affiliates, LLC (Buyer)

By: Don Morgan
 Print Name: DON MORGAN
 Title: DIRECTOR OF MEMBER SERVICES
 (authorized representative)
 Date: 9/28/20

Airgas USA, LLC (Seller)

By: Dave Donach
 Print Name: DAVE DONACH
 Title: VP SABM
 Date: 9-29-20

**STRATEGIC ACCOUNTS SALES AGREEMENT
REBATE RIDER**

**Rider to Agreement between Paper First Affiliates, LLC and Airgas USA, LLC,
With an Effective Date of 10/15/2020**

REBATE TERM

The incentive calculation will be based on "Eligible Product Sales" to Buyer, based upon qualifying purchases made during each contract year during the Initial Term by Buyer locations which have executed the Exhibit A Adoption Agreement as attached to this agreement.

ELIGIBLE PRODUCT SALES

"Eligible Product Sales" ("EPS") is defined as all cylinder helium product invoiced and fully paid for, as agreed to in Section [5] of the Agreement. For the avoidance of doubt, Rental Fees, Facility Fees, Charges, surcharges, and any other non-Product fees established in Riders do not qualify as EPS and are specifically excluded from rebate calculations.

Products provided to Member Stores pursuant to any Existing Member Store Agreement, as described in Section 1 of the Agreement, shall not be EPS.

In the event Buyer adds one or more Member Stores, EPS associated with any such location not already covered under an existing rebate program will be addressed by good faith negotiation between the parties, with a goal of adjusting baselines to analyze EPS for such locations in the following contract year. Any such adjustments shall be commemorated in a writing signed by Buyer and Seller. For the avoidance of doubt, purchases of Product associated with such locations shall not be included in calculations of EPS during the contract year during which such location begun purchasing Products from Seller pursuant to the Agreement.

Days Sales Outstanding ("DSO") will be calculated and reported to Buyer each quarter to manage timely payments. If Buyer does not make payments as specified under Section [5] of the Agreement, including, but not limited to, within the time period specified therein, as shown by the average DSO for the applicable contract year, the rebate will be discounted as set forth in the following table:

| Average DSO for Rebate Period (DSO result is rounded to the second decimal place) | Rebate Adjustment |
|--|-------------------|
| DSO ≤ 30 | 100% |
| 30 < DSO ≤ 32 | 85% |
| 32 < DSO ≤ 35 | 50% |
| 35 < DSO | 0% (forfeited) |

BASELINE GROWTH INCENTIVE

The rebate will be a percentage of Buyer's EPS beyond an established baseline of \$92,601.

REIMBURSEMENT

Rebates will be calculated annually within sixty days following the end of each contract year on all EPS for such contract year. The rebate payment, if any, will be remitted in the form of a check within 30 days of rebate calculation.

EXAMPLE

For contract years running May – April; rebate is calculated in June, calculation completed by end of August, rebate check to be issued within 30 days of such calculation

Established Baseline is \$92,601 EPS Year 1 \$450,000, approved payment terms are Net 30, all payments have been made within such payment terms

Rebate paid is \$10,721.97

| LEVEL | ELIGIBLE PRODUCT SPEND | REBATE % | Calculated Rebate Example |
|-------|----------------------------|----------|---------------------------|
| 0 | \$0 - \$92,601 | 0% | |
| 1 | >\$92,601 - \$175,000 | 1% | |
| 2 | >\$175,000 - \$350,000 | 2% | |
| 3 | >\$350,000 - \$750,000 | 3% | \$10,721.97 |
| 4 | >\$750,000 - =>\$1,000,000 | 4% | |

(Buyer)
By: Don Morgan
Print Name: DON MORGAN
Title: DIRECTOR OF MEMBER SERVICES
(authorized representative)
Date: 9/28/2020

Airgas USA, LLC (Seller)
By: Dave Donatch
Print Name: DAVE DONATCH
Title: VP SALES
Date: 9-29-20