

**DISTRIBUTION AGREEMENT  
BETWEEN  
RAW EQUIPMENT BUILDING MATERIALS CORP.  
AND  
JMD BUILDING PRODUCTS LLC**

This Agreement is made effective and entered into as of [DATE], by and between Raw Equipment Building Materials Corp. ("Seller") with its primary office at 2800 College Point Boulevard, Flushing, NY 11354 and JMD Building Products LLC with its headquarters at 13105 Delmar Street, Leawood, KS66209-4147 ("Authorized Distributor").

- I. Seller hereby appoints Authorized Distributor as a nonexclusive representative for the sale of Seller products and/or services included in Seller's Catalog and for all products Seller is an authorized distributor.

Criteria for Participation as Authorized Distributor agrees that it meets the following pre-requisites to participate as a channel for sale of Seller products and services

- A. Authorized Distributor has and will maintain operational software to receive and transmit transactions with Seller and the authorized customer ordering entities.
  - B. Authorized Distributor will accept credit card payments from their customers.
  - C. Authorized Distributor has, or will establish, a separate filing system documentation for all sales of Seller's products.
  - D. Authorized Distributor will provide monthly reports to Seller of all reportable sales received during the prior month.
  - E. Authorized Distributor will pay all invoices within Seller's standard payment terms.
- II. Sales Territory: Authorized Distributor participation in this Agreement does not change the Primary Trading Area of its Distributor Agreement with Seller. Authorized Distributor agrees to only sell product outside of Seller's Primary Trading Area, unless prior authorization to do so is granted, from Seller's President or Executive Vice President. If Authorized is determined to be selling product to customers in Seller's Primary Trading Area this Agreement may be terminated for cause.
- III. Effective Date and Term: The Term of this Agreement shall commence on the date of final signature by the authorized representative of Seller and Authorized Distributor.
- IV. Termination of Agreement:
- a. **Either party may terminate this Agreement, at any time without cause by written notice given to the other via certified mail, return receipt requested, no less than thirty days (30) prior to the effective date of such notice.**
  - b. Seller may terminate this Agreement immediately upon the termination for any reason of the Distributor Agreement between Seller and Authorized Distributor or if Authorized Distributor fails to perform any obligation, duty or responsibility set forth in this Agreement.
- V. Distributor Participation: Authorized Distributor hereby certifies that its participation in Agreement is voluntary and will be in accordance with all terms and conditions set forth herein.

RAW EQUIPMENT BUILDING  
MATERIALS CORP.

Ronald F. Westervelt  
Signature

RONALD F WESTERVELT  
Name

GENERAL MANAGER  
Title

8/26/14  
Effective Date

JMD BUILDING PRODUCTS LLC  
(Authorized Distributor)

Julie D'Agostino  
Signature

Julie D'Agostino  
Name

President  
Title

8/26/2014  
Effective Date