

**AUTHORIZED RESELLER AGREEMENT
BETWEEN
S&S Forest Products, LLC
AND
JMD ENTERPRISES LLC**

This Agreement is made effective and entered into as of [DATE], by and between S&S Forest Products, LLC ("Seller") with its primary office at 205 Latigo Lane Boerne, TX 78006 and JMD Enterprises LLC with its headquarters at 13105 Delmar Street, Leawood, KS 66209-4147 ("Authorized Reseller").

I. Seller hereby appoints Authorized Reseller 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 Reseller Authorized Reseller agrees that it meets the following prerequisites to participate as a channel for sale of Seller products and services

- A. Authorized Reseller has and will maintain operational software to receive and transmit E transactions with Seller and the authorized customer ordering entities.
- B. Authorized Reseller will accept credit card payments from their customers.
- C. Authorized Reseller has, or will establish, a separate filing system documentation for all sales of Seller's products.
- D. Authorized Reseller will provide monthly reports to Seller of all reportable sales received during the prior month.
- E. Authorized Reseller will pay all invoices within Seller's standard payment terms.

II. Sales Territory: Authorized Reseller participation in this Agreement does not change the Primary Trading Area of its Distributor Agreement with Seller. Authorized Reseller 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 Reseller.

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 Reseller Agreement between Seller and Authorized Reseller or if Authorized Reseller fails to perform any obligation, duty or responsibility set forth in this Agreement.

V. Distributor Participation: Authorized Reseller hereby certifies that its participation in Agreement is voluntary and will be in accordance with all terms and conditions set forth herein.

S&S Forest Products, LLC

Signature

Ryan N. Schmidt
Name

Managing Partner
Title

December 13, 2012
Effective Date

JMD ENTERPRISES LLC
(Authorized Reseller)

Signature

Julie D'Agostino
Name

President
Title

Dec 13, 2012
Effective Date