EXHIBIT B

MATHESON TRI•GAS
ask. . .The Gas Professionals™

PRODUCT SUPPLY AGREEMENT - BULK

This **Product Supply Agreement** ("Agreement") is entered into by and between **Matheson Tri-Gas, Inc.** ("MTG") and Vyaire Medical ("BUYER") as of 5/8/2018 (the "Effective Date").

1. SALE AND PURCHASE. During the Term, MTG agrees to sell to BUYER and BUYER agrees to purchase from MTG, all of BUYER's present and future requirements of the Product(s) listed in one or more exhibits hereto (either in liquid or gaseous form) and all other industrial, electronics and specialty gases and welding-related products in every form for use in connection with BUYER's operations now or hereafter conducted at the Consuming Location (as defined in Exhibit A-1 and Exhibit A-2). If BUYER's operations are relocated or expanded at any other location while this Agreement is in effect then, upon mutual Agreement of MTG and BUYER, this Agreement shall apply to such other locations as well. BUYER's ability to manufacture or produce Product(s) itself shall not relieve BUYER from its obligation to purchase its requirements pursuant to this Agreement and BUYER shall not purchase any substitute for any Product(s) delivered by pipeline from any producing facility or equipment (whether on-site or off-site) or lease, purchase or otherwise acquire any facility or equipment that produces any Product(s) or substitute therefor (either in liquid or gaseous form) from any third party. BUYER agrees to purchase all Product(s) at the prices, charges and fees (aggregately, "Prices"), set forth in one or more exhibits hereto.

2. TERM. This Agreement shall be binding upon signature by both parties and effective as of the Effective Date. The initial term of this Agreement (as set forth in the applicable exhibit hereto) shall commence on the first day of the first month following the date of first delivery of Product(s) to the last System installed by MTG or storage vessel or system owned by BUYER and shall continue for a period of five (5) years (the "Initial Term"). This Agreement shall renew for successive terms equal in length to the Initial Term (each a "Renewal Term") (a) unless notice of termination is received by either party not more than eighteen (18) months and not less than twelve (12) months prior to the expiration of the Term. If Exhibit A-2 the Palm Springs location's Nitrogen requirement ceases prior to the end of the Initial Term then BUYER may terminate this Agreement as to that Consuming Location upon thirty (30) days written notice to MTG, in which case BUYER will be required to pay any open invoices plus a termination fee equal to $130.00 for each month remaining on the Initial Term. (When used herein, "Term" shall be deemed to include Initial Term and any Renewal Term, as applicable.) As to both parties' performance under this Agreement, time is of the essence.

3. DELIVERIES.

(a) Upon initial delivery of Product(s), BUYER shall be deemed to have accepted the installation of the applicable System(s). MTG shall not be obligated, but shall if so requested, have the right to make deliveries of Product(s) in a quantity less than seventy five percent (75%) of the capacity of any single System or in excess of one hundred ten percent (110%) of BUYER's Estimated Monthly Volume ("Nonstandard Deliveries"). If BUYER continues to request Nonstandard Deliveries for a period of ninety (90) consecutive days or more, MTG shall be permitted to increase Prices. Additionally, should MTG elect to make Nonstandard Deliveries, BUYER shall reimburse MTG for any and all other documented and reasonable expenses or costs that MTG may incur.

(b) MTG may refuse to deliver Product(s) to the Consuming Location if MTG reasonably believes that the Consuming Location itself or the area surrounding the System or the condition of BUYER's storage vessel or system is unsatisfactory, unsafe or violates any applicable law or regulation. MTG shall advise BUYER of the reasons for nondelivery as soon as reasonably practical and may condition future deliveries of Product(s) upon corrective action by BUYER.

(c) All Product(s) shall be delivered F.O.B. MTG's delivery vehicle or MTG's production facility if MTG's delivery vehicle is not used. Title and risk of loss or damage as to Product(s) shall pass to BUYER upon delivery by MTG.

(d) It shall be solely BUYER's responsibility to monitor its inventory of Product(s), even if MTG installs a telemetry system for measuring the Product(s) inventory in the System(s).

(e) BUYER will allow MTG to make deliveries twenty four (24) hours per day, seven (7) days per week. In the event BUYER requires deliveries on a more restrictive basis, causes frequent delivery delays, requests the delivery of Product(s) upon less than forty eight (48) hours prior notice or otherwise changes the terms of MTG's access to the System(s), then BUYER will reimburse MTG for any additional costs incurred by MTG.

(f) If BUYER continues to request and/or accept deliveries of Product(s) more than ten (10) days after the expiration of the Term, then, in MTG's sole and absolute discretion, any nonrenewal notice shall be deemed rescinded and void and a new Term equal in length to the Initial Term shall commence as of the expiration date of the then applicable Term.

4. BULK STORAGE SYSTEM.

(a) MTG shall:

(1) Install at the Consuming Location(s), at BUYER's sole expense, a bulk storage system or systems including any safety and control apparatus, telemetry systems, low-temperature devices and vaporization equipment associated therewith that are reasonably adequate to meet BUYER's Estimated Monthly Volume (the "System(s)"). "System" shall include all of the foregoing equipment, safety and control apparatus and other devices and systems up to but excluding the point of connection with BUYER's piping but shall not include any storage vessel or system owned by BUYER.

(2) Place such System(s) upon concrete foundation(s) or other improved area(s) acceptable to MTG and connect said System(s) to piping installed by BUYER. The Monthly Service Charge shall commence upon the commencement of the Term.

(3) Maintain said System(s) according to MTG's standard practices and conduct, at BUYER's expense, an annual safety inspection of each System. If MTG has agreed to deliver Product(s) to a bulk storage system owned by BUYER, MTG may, upon BUYER's request and at BUYER's expense, maintain and/or perform safety inspections upon such system. Alternatively, BUYER may have a qualified third party provide such maintenance and/or inspections.

(4) Have the right to remove said System(s) from the Consuming Location and substitute therefor a System(s) of appropriate type and size if, in the sole opinion of MTG, BUYER's monthly consumption of Product(s) changes significantly or if the System(s) require(s) maintenance that cannot be performed in a safe and/or practical manner at the Consuming Location.

(b) BUYER shall, at BUYER's sole cost and expense:

(1) Provide and maintain at all times a clean and safe site acceptable to MTG and a concrete foundation(s) or other improved area(s) meeting all Federal, state and local requirements for placement of the System(s) and delivery and storage of the Product(s). Such site shall be free from overhead and underground obstacles. MTG shall have unobstructed access to the System(s) at all times.

(2) Provide fencing and security around the System(s) and prevent unauthorized persons from tampering with, repairing, moving or accessing the System(s). BUYER shall provide and/or reimburse MTG for the costs and expenses of any certificates, permits, governmental or insurance company annual inspection fees for the System(s). System(s) shall remain in the sole and exclusive possession of BUYER for the Term unless removed by MTG. If BUYER does not own the Consuming Location, if so requested by MTG, BUYER shall obtain and deliver to MTG a waiver of rights in the System(s) executed by the property owner.

(3) Install and maintain in good condition all piping, connections and apparatus necessary for distribution of Product(s) from the System(s).

(4) Furnish and pay for lighting, water, telephone lines, power and steam and other applicable utilities as required for the System(s). BUYER shall reimburse MTG for any additional costs (including engineering costs) required to design, certify, or make changes to any existing or new foundation for the placement of the System(s).

(5) Grant to MTG and MTG's representatives access to System(s) at all times.

(6) Notify MTG immediately of any unsafe or irregular condition involving the System, including any damage to, malfunction of or changes in the System(s). BUYER shall not tamper with, modify or repair the System(s).

(7) Provide an access roadway and area adjacent to all System(s) acceptable to MTG to facilitate delivery of Product(s) and the parking of MTG's delivery vehicles. If the Product is liquid oxygen, the aforementioned hard-surface parking area must be constructed of concrete.

(8) Prohibit the use or storage of oil, grease or lubricants or any flammable or combustible materials in, on or near the System(s) and/or the related concrete area.

(9) Comply with all applicable laws, regulations, rules and ordinances concerning MTG's installation and delivery and BUYER's use and storage of the Product(s) and System(s) including, but not limited to, zoning, licensing, permitting and all relevant reporting obligations under the Emergency Planning and Community Right-To-Know Act of 1986, 42 U.S.C. §§11001-11049 (EPCRA, also commonly known as Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA Title III)) resulting from the presence of the Product(s) supplied under this Agreement.

(10) Reimburse MTG at MTG's then prevailing rates for the cost of any temporary System(s) used during the installation, modification and/or relocation of the System(s).

(11) Pay to MTG its costs to (i) deliver and remove the System(s) to/from the Consuming Location(s) from/to the point of storage or manufacture, as the case may be; (ii) inspect the System(s) as required by applicable law; and (iii) provide labor, parts, and materials for any service call made by MTG for any reason except for routine maintenance performed upon System(s) by MTG.

(c) Notwithstanding the manner in which the System(s) may be affixed to any real property, the System(s) shall be deemed to be personal property and not a fixture. BUYER shall not suffer or allow said System(s) to become subject to any lien, claim or encumbrance. BUYER shall not remove any labels or evidence of ownership affixed to the System(s). Title to all System(s) shall at all times remain with MTG and, upon termination or expiration of this Agreement, MTG may, subject to Section 5(b) of this Agreement, remove the System(s) at BUYER's expense without notice or consent. BUYER grants to MTG a security interest in all System(s) installed by MTG at any Consuming Location and consents to MTG filing UCC financing statements regarding such System(s) at BUYER's expense.

(d) If, in MTG's opinion, additions and/or modifications to the System(s) are required or the System should be relocated (whether due to changes in BUYER's methods or locations of use, changes in the accessibility to the System(s), or changes required by law) MTG may, after giving BUYER an opportunity to comment, make such addition, modification and/or relocation at BUYER's expense. In such an event, the Service Charge may be increased or decreased in accordance with MTG's then prevailing prices and rates for such additional or different System(s) and a new Initial Term shall begin from the date the addition, modification and/or relocation is completed, with BUYER's written approval. BUYER agrees that the minimum size System(s) to be installed by MTG shall be capable of storing a six (6) week supply of Product or enough Product to support two (2) days of continuous consumption by BUYER, whichever is greater, based upon either BUYER's Estimated Monthly Volume or its applicable Product consumption during the prior six (6) months.

(e) IT IS EXPRESSLY AGREED THAT, UNTIL THE SYSTEM(S) ARE RETURNED TO MTG, ALL RISK OF LOSS OR DAMAGE TO THE SYSTEM(S) IS HEREBY ASSUMED BY BUYER (REGARDLESS OF THE CAUSE OR ANY DEGREE OF NEGLIGENCE BY MTG OR FOR BREACH OF WARRANTY OR CONTRACT OR FOR STRICT LIABILITY) UNLESS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF MTG. FOR SYSTEM(S) DAMAGED BEYOND REPAIR, BUYER SHALL PAY TO MTG, ON DEMAND, THE FULL REPLACEMENT VALUE OF THE SYSTEM(S) AT MTG'S THEN CURRENT REASONABLE VALUATIONS. FOR DAMAGE TO SYSTEM(S) THAT MTG IS ABLE TO REPAIR, BUYER SHALL PAY MTG THE ACTUAL COSTS OF THE REPAIRS. BUYER COVENANTS THAT IT SHALL MAINTAIN ADEQUATE FIRE AND EXTENDED INSURANCE COVERAGE FOR THE BENEFIT OF MTG COVERING SUCH SYSTEM(S).

(f) If BUYER's requirements for Product(s) cease to exist prior to the expiration of the Term for any reason, BUYER will reimburse MTG for the costs of removing the System(s). However, the removal of any or all of MTG's System(s) shall not be deemed to be a termination or rescission of this Agreement.

(g) In the event that BUYER requests that MTG deliver Product(s) to BUYER's bulk storage system, BUYER shall be solely liable for the maintenance of the system, provide adequate training to MTG's delivery personnel regarding the system, indemnify and defend MTG for any and all claims arising as a result of MTG's delivery of Product(s) into the system except to the extent caused by MTG's negligence or gross negligence and otherwise comply with the applicable requirements of Section 4(b) regarding the system.

5. REVISION OF PRICES; PAYMENT.

(a) The Product Price shall not increase during the first twelve (12) months of the Initial Term. If, in MTG's opinion, relief from limitations on Price increases become necessary, MTG may request relief in writing. If the parties have not agreed to a mutually satisfactory resolution of MTG's request within thirty (30) days of BUYER'S receipt of such request, or if MTG does not agree to rescind its request for relief within said thirty (30) day period, either party may, within ten (10) days after said thirty (30) day period, terminate this Agreement effective not less than thirty (30) days after giving notice to such termination. From time to time thereafter, MTG shall have the right to revise the Prices by giving BUYER notice thereof. In such event, and if BUYER does not provide MTG with a Competing Bid, said Price revision shall become effective fifteen (15) days after the date of said notice and this Agreement shall otherwise remain in full force and effect. However, in response to notice of an increase in the Product Price, BUYER may, within fifteen (15) days after the date of said notice, furnish MTG with a Competing Bid. As to Prices and Product Prices, a "Competing Bid" is copy of a bona fide firm written offer from a responsible producer of the applicable Product(s) offering to sell BUYER the applicable Product(s) in like quantities, like quality, under similar terms and conditions and at a lower Product Price and/or Price (as applicable). If, within twenty (20) days from receipt of the Competing Bid, MTG shall not agree to either (i) match the pricing in the Competing Bid, or (ii) reinstate the Product Price in effect at the time of said revision notice, BUYER shall have the right to terminate this Agreement with respect to the applicable Product(s). In such case, BUYER shall, within thirty (30) days thereafter, give MTG notice of termination of this Agreement. Such termination date shall be effective no sooner than sixty (60) days after the termination notice. In the event that MTG matches the Competing Bid or reinstates the Product Price in effect at the time of the revision notice, whichever is higher, and confirms the same in writing to BUYER by the later of twenty (20) days from MTG's receipt of the Competing Bid or five (5) business days from MTG's receipt of the termination notice, MTG shall have the right to extend the Term by the term provided in such Competing Bid.

(b) All payments due to MTG hereunder shall be made to MTG at the location indicated on MTG's invoice. All invoices shall be due and payable by BUYER within thirty (30) days from the date of invoice (or upon demand in the case of Product), and such invoices shall be conclusively presumed to be correct unless BUYER objects to any charges therein within thirty (30) days of the date of invoice. Invoices shall indicate Product volumes in cubic feet of gas measured at 70° Fahrenheit and one (1) atmosphere of pressure using standard conversion tables, as applicable. This Agreement shall be deemed renewed for a term equal in length to the Initial Term if any amount due on or before the expiration date of the Term is not paid in full by said expiration date. MTG reserves the right to add a monthly service charge of eighteen percent (18%) per annum to any delinquent balance. BUYER agrees to report and to pay any and all taxes upon the sale, delivery, storage, lease, rental and/or use of the Product(s) and System(s) including, but not limited to, real or personal property taxes along with any excise tax imposed upon MTG as a result of its performance under this Agreement.

(c) From time to time MTG may need to recover for unusual or unexpected cost increases including, but not limited to, the costs of complying with Federal, state and local regulations involving the storage, transportation, handling and/or disposal of hazardous materials, energy and/or fuel price changes, loss of local production facilities, raw material or commodity supply dislocations, and other similar events ("Surcharges"). The amount of the Surcharge may not be specifically related to actual costs incurred by MTG and may vary by the type of Product(s), System(s), service, geographic location or time. Surcharges, unless otherwise specified, shall not include Federal, state or local taxes nor be required by any Federal, state or local agency or authority. All Surcharges paid by BUYER shall be nonrefundable. MTG shall cease charging the Surcharge upon cessation of the condition causing the unusual or unexpected cost increase.

6. NOTICES. (a) Any notices sent pursuant to Sections 4(b)(6), 5(a) (other than notices of termination by BUYER), 5(c) or 8 shall be sent by electronic mail transmission from the respective sender's electronic mail address and to the respective receiver's electronic mail addresses set forth in the applicable exhibit hereto. Such notices shall be deemed effective upon receipt. **(b)** Any notices sent pursuant to Sections 2, 5(a) (as to only a notice of termination from BUYER), 7(b)(i) or 7(c) shall be sent by certified mail, return receipt request, or by overnight courier, to the applicable recipient's address set forth in the applicable exhibit. Such notices shall be deemed effective upon confirmed receipt or refusal to accept delivery. **(c)** Each party covenants that it shall advise the other in writing if its mailing address and/or electronic mail address for notices changes during the Term of this Agreement.

7. DEFAULT AND REMEDIES.

(a) Any of the following shall be considered a "Default": (i) BUYER commits a breach of any of its representations, duties or obligations arising under this Agreement, (ii) a petition is brought by or against BUYER under any bankruptcy or insolvency laws seeking any reorganization, arrangement, liquidation, dissolution or similar relief with respect to BUYER or BUYER shall make an assignment for the benefit of creditors or if a receiver is appointed for BUYER, or (iii) if, in the reasonable opinion of MTG, BUYER's credit has become impaired.

(b) If a Default has occurred and is continuing for more than ten (10) days following notice of such Default,, MTG may exercise any or all of the following remedies without notice or leave of court: (i) terminate this Agreement upon two (2) business days notice, (ii) remove the System(s) from the Consuming Location(s), (iii) disable the System(s) to prevent the consumption of Product(s) by BUYER, (iv) cease making deliveries of Product(s) to BUYER, (v) impose new payment terms, including cash on delivery, (vi) bring an action at law or in equity against BUYER, or (vii) exercise any other right or remedy available to MTG.

(c) IF ANY PRODUCT(S) SHALL NOT BE AS WARRANTED, BUYER SHALL NOTIFY MTG AND SHALL BE PERMITTED TO REJECT THE NONCONFORMING PRODUCT(S). FAILURE OF BUYER TO GIVE NOTICE TO MTG OF A CLAIM BASED ON THE PRODUCT(S) DELIVERED HEREUNDER WITHIN THIRTY (30) DAYS FROM RECEIPT OF THE PRODUCT(S) IN QUESTION SHALL CONSTITUTE AN UNCONDITIONAL WAIVER BY BUYER OF ALL CLAIMS WITH RESPECT TO SUCH PRODUCT(S). BUYER'S SOLE AND EXCLUSIVE REMEDY FOR EACH UNEXCUSED FAILURE OF MTG TO DELIVER PRODUCT(S) TO BUYER (i) WHEN REQUESTED BY BUYER, (ii) IN THE AMOUNTS REQUESTED BY BUYER, AND/OR (iii) OTHERWISE CONFORMING TO THE EXPRESS WARRANTIES MADE BY MTG HEREUNDER, SHALL BE TO OBTAIN, AT NO CHARGE, A QUANTITY OF PRODUCT(S) FROM MTG WHICH MTG SO FAILED TO DELIVER.

8. FORCE MAJEURE. MTG's performance of its obligations hereunder shall be subject to floods, earthquakes or other natural disasters or acts of God, strikes, labor disturbances, fires, accidents, acts of terrorism, wars, delays of carriers, inability to obtain power or fuel, machinery breakdowns, failure of normal sources of supply, restraint of government, state of emergency or any other similar or dissimilar cause beyond MTG's reasonable control. Deliveries of Product(s) hereunder shall be made by MTG from the distribution center(s) normally serving the Consuming Location(s). If sufficient Product(s) from the distribution center(s) becomes unavailable, MTG may, in its sole and absolute discretion, divide such Product(s) as may be available among its various customers and MTG shall also exercise commercially reasonable efforts to obtain Product(s) from other sources either within or separate from MTG's regular production and distribution center(s) until sufficient Product(s) from the applicable distribution center(s) is again available. MTG shall notify BUYER in writing of any such unavailability of Product(s) and BUYER shall have the right to decline any such replacement Product(s). However, if BUYER accepts any such replacement Product(s), BUYER shall pay all additional costs associated therewith.

9. INDEMNITY. EACH PARTY SHALL INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY AND ITS AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, SUBSIDIARIES, AFFILIATES, SUCCESSORS AND ASSIGNS FROM AND AGAINST CLAIMS (INCLUDING THIRD PARTY CLAIMS), DEMANDS, LOSSES, REASONABLE ATTORNEYS' FEES ("CLAIMS"), SUSTAINED AS A RESULT OF BODILY INJURY OR PROPERTY DAMAGE ARISING AS A RESULT OF THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNIFYING PARTY, OR ANY OF THE INDEMNIFYING PARTY'S EMPLOYEES, REPRESENTATIVES OR AGENTS; PROVIDED THAT, THE INDEMNIFYING PARTY IS AFFORDED THE RIGHT TO CONTROL THE DEFENSE AND SETTLEMENT FOR ANY MATTER FOR WHICH INDEMNIFICATION IS SOUGHT UNDER THIS SECTION. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, MTG SHALL NOT BE CONSIDERED NEGLIGENT WITH RESPECT TO ANY PRODUCT DELIVERED UNDER THIS AGREEMENT THAT IS NOT IN BREACH OF THE WARRANTY SET FORTH IN SECTION 10(A). THE INDEMNIFICATION PROVISIONS OF THIS SECTION 9 AND THE REMEDY PROVISIONS OF SECTION 7(C) SET FORTH THE ENTIRE LIABILITY AND OBLIGATION OF MTG AND THE SOLE AND EXCLUSIVE REMEDY FOR BUYER FOR ANY DAMAGES DIRECTLY OR INDIRECTLY RELATED TO THIS AGREEMENT, OR THE PROVISION OF ANY PRODUCT OR SERVICE HEREUNDER, WHETHER UNDER TORT, CONTRACT, OR ANY OTHER THEORY OF LAW OR EQUITY. AN INDEMNIFICATION CLAIM MADE UNDER THIS SECTION 9, SHALL BE REDUCED BY THE AMOUNT OF ANY TAX BENEFIT OR INSURANCE RECOVERY RECEIVED BY THE INDEMNIFIED PARTY WITH RESPECT TO THE SUBJECT MATTER OF SUCH CLAIM.

10. REPRESENTATIONS AND WARRANTIES.

(a) MTG warrants that the Product(s) delivered to BUYER shall comply with MTG's standard specifications. **MTG MAKES NO OTHER WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE ARISING UNDER THE UNIFORM COMMERCIAL CODE ("UCC"), THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, EVEN IF MTG IS AWARE OF THE INTENDED PURPOSE OF THE PRODUCT(s).**

(b) BUYER represents and warrants that, throughout the Term, it has the unrestricted right to enter into this Agreement and to satisfy all obligations hereunder, and it is not obligated to buy any Product(s) for use at the Consuming Location(s) from any third party. BUYER shall indemnify MTG against any and all costs, expenses and damages (including, but not limited to, attorneys' fees) should the foregoing representations be inaccurate. BUYER also represents and warrants that all requisite approvals have been obtained authorizing the execution of and performance under this Agreement.

11. LIMITATIONS OF LIABILITY.

(a) BUYER acknowledges that there are hazards associated with the use and storage of the Product(s) and the System(s) and, in furtherance of Section 4(b)(9) of this Agreement, BUYER shall be responsible for warning, training and protecting (as appropriate) BUYER's employees, customers and others who may be exposed to such hazards due to BUYER's storage and use of Product(s) and/or System(s). BUYER assumes all risk of loss and liability for damage, or injury to persons or to property of BUYER or others arising out of the delivery, storage and/or use of the Product(s) and/or System(s) whether used singly or in combination with other substances.

(b) MTG shall make available to BUYER all relevant Safety Data Sheets ("SDS") and, upon BUYER's written request, provide them to BUYER directly. BUYER is aware that OSHA regulations may require BUYER to develop and implement a written chemical hazard communications program for BUYER's employees with respect to the Product(s). BUYER understands that the Product(s) must not be used without first consulting the SDS. BUYER shall provide all persons who might become exposed to the Product(s) with copies of the SDS.

(c) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE, LIQUIDATED OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR BUSINESS OPPORTUNITY OR INTEREST, EVEN IF ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. *WAIVER OF CONSUMER RIGHTS: BUYER WAIVES ITS RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SECTION 17.41 ET SEQ., BUSINESS & COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF BUYER'S OWN SELECTION, BUYER VOLUNTARILY CONSENTS TO THIS WAIVER. SEE MORE AT: HTTP://CODES.LP.FINDLAW.COM/TXSTATUTES/BC/2/17/E/17.42#STHASH.RCBO4K0D.DPUF.*

NOTWITHSTANDING THE FOREGOING OR ANYTHING TO THE CONTRARY HEREIN OR IN ANY OTHER DOCUMENT, EXCEPT FOR PERSONAL INJURY CAUSED SOLELY AND DIRECTLY BY MTG'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, MTG'S AGGREGATE LIABILITY FOR ANY DAMAGES HOWSOEVER OCCURRING, WHETHER BASED IN TORT, WARRANTY, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER THEORY OF LAW SHALL BE LIMITED TO AND NOT EXCEED THE PAYMENT, IF ANY, RECEIVED BY MTG FOR THE QUANTITY OF PRODUCT(S) WHICH FAILED TO MEET SPECIFICATIONS OR WHICH WAS NOT DELIVERED OR SERVICE FURNISHED OR TO BE FURNISHED, AS THE CASE MAY BE, WHICH IS THE SUBJECT OF SUCH CLAIM OR DISPUTE, EVEN IF A TERM OF THE AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE. BUYER AGREES THAT THE FORGOING EXCLUSION AND LIMITATION IS A REASONABLE ALLOCATION OF RISK. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE PRODUCT(S), SYSTEM(S) OR THIS AGREEMENT MAY BE BROUGHT BY BUYER MORE THAN NINETY (90) DAYS AFTER THE CAUSE OF ACTION HAS ACCRUED.

12. MISCELLANEOUS PROVISIONS. (a) If a legal or equitable proceeding is instituted by MTG against BUYER to enforce its rights hereunder and MTG prevails, BUYER shall pay all of MTG's costs and expenses (including attorneys' fees). **(b)** This Agreement sets forth the entire understanding of the parties and supersedes any previously existing agreement between them regarding the sale of the Product(s). **(c)** No terms or conditions in any purchase order issued or purportedly issued with respect to the purchase of Product(s) shall vary the terms of this Agreement and all provisions of any purchase orders are hereby rejected and deemed null and void. No modification or waiver of the terms of this Agreement shall bind BUYER or MTG unless in writing and signed and accepted by a duly authorized representative of both parties. **(d)** The failure of either party ever to require performance by the other of any provision hereof shall in no way affect the right to require performance thereafter and no waiver by either party of a breach of any provision hereof shall be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself. **(e)** This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to conflict of laws principles. **(f)** The parties hereto agree to consent to the exclusive jurisdiction of the courts of the State of Texas with regard to any dispute arising hereunder and waive their right to request mediation, arbitration or a trial by jury. **(g)** In the event any provision herein is held to be invalid, unenforceable or illegal by any court or regulatory authority having jurisdiction, that provision shall be severed from the Agreement and replaced by a valid, enforceable or legal provision containing terms as nearly like the severed provision as possible and the Agreement, as so modified, shall remain in full force and effect. **(h)** This Agreement shall inure to the benefit of, and shall be binding upon, the parties and their respective transferees and assigns, including any entity with which either party may merge or consolidate, or to which either party may transfer all or a material amount of its stock and/or assets. BUYER shall assign this Agreement and all of its duties and obligations hereunder to any purchaser of its assets **(i)** The provisions of Sections 9 and 11 shall survive the termination or expiration of this Agreement. **(j)** The terms and conditions of the exhibit (or exhibits) hereto are incorporated herein by reference. **(k)** This Agreement may be executed in any number of counterparts, the combination of which shall be construed as the entire executed Agreement.

IN WITNESS WHEREOF, MTG and BUYER have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date following review of the terms and conditions by their respective legal representatives or (as applicable) waiver of legal review.

Vyaire Medical, Inc.		**MATHESON TRI-GAS, INC.**	
BY:		**BY:**	X
NAME:	Tamanna Prabhu	**NAME:**	Andrew Gregory
TITLE:	VP Global Supply Chain	**TITLE:**	Director, Product Management
SUBMITTED BY: Lauren Oversmith		**Rev 6-15**	

EXHIBIT A-1 TO PRODUCT SUPPLY AGREEMENT – BULK

This Exhibit A-1 to Product Supply Agreement – Bulk ("Exhibit A-1") is incorporated into and made a part of that certain Product Supply Agreement – Bulk effective 5/8/2018 ("Agreement") by and between Matheson Tri-Gas, Inc. ("MTG") and **Vyaire Medical, Inc.** ("BUYER"). In the event of any conflict between the terms and conditions of this Exhibit A-1 and the Agreement, the terms and conditions of this Exhibit A-1 shall prevail. All capitalized terms used herein and not otherwise defined shall bear the meanings assigned to them in the Agreement.

1. Initial Term **Effective Date**	**60 Months** **5/8/2018**
2. Consuming Location [NOTE: If more than one, list Products and Systems and other information by Consuming Location]	**510 Technology Drive** **Irvine, CA 92618** **520 Technology Drive** **Irvine, CA 92618**
a. Product [NOTE: add space as needed for additional products]	**Nitrogen** **Oxygen**
***(i) Specifications* (including grade and form)**	**Medical Grade Nitrogen** **Medical Grade Oxygen**
(ii) Estimated Monthly Volume	**Nitrogen 150,000 SCF** **Oxygen 150,000 SCF**
(iii) Product Price	**Nitrogen $0.67/100SCF** **Oxygen $0.63/100SCF**
b. System [NOTE: add space as needed for multiple systems]	**One 1500 Gallon Nitrogen Tank** **One 1500 Gallon Oxygen Tank**
(i) Monthly Service Charge	**$550.00/per tank**
(ii) Installation Cost	**$0.00**
(iii) Telemetry	**Yes ☒ No ☐ $0.00**
(iv) Annual Inspection Fee	**$600.00**
c. Surcharge	**$0.00**
d. Delivery Charge	**$0.00**
e. Safety and Compliance	**$0.00**
f. Customer-owned bulk storage system will be used	**Yes ☐ No ☒**
(i) Maintenance charge	**$0.00**
3. Other	**$37.50 Certificate of Analysis Fee**

NOTE: All other pricing for Products, Systems and other related costs and services not otherwise specified above shall be subject to MTG's then current pricing for similarly situated customers.

In accordance with Section 6 of the Agreement, all notices shall be sent to the following addresses:

Vyaire Medical, Inc.	**Matheson Tri-Gas, Inc.**
22745 Savi Ranch Pkwy **Yorba Linda, CA 92887**	**150 Allen Road – Suite 302**
	Basking Ridge, NJ 07920
Attn: Richard Flack	**Attn: General Counsel**
Fax No:	**Fax No. 908-991-9299**

BUYER'S INITIALS PYG **MTG'S INITIALS** [initials]

EXHIBIT A-2 TO PRODUCT SUPPLY AGREEMENT – BULK

This Exhibit A-2 to Product Supply Agreement – Bulk ("Exhibit A-2") is incorporated into and made a part of that certain Product Supply Agreement – Bulk effective 5/8/2018 ("Agreement") by and between Matheson Tri-Gas, Inc. ("MTG") and **Vyaire Medical, Inc.** ("BUYER"). In the event of any conflict between the terms and conditions of this Exhibit A-2 and the Agreement, the terms and conditions of this Exhibit A-2 shall prevail. All capitalized terms used herein and not otherwise defined shall bear the meanings assigned to them in the Agreement.

2. Initial Term **Effective Date**	**60 Months** **5/8/2018**
2. Consuming Location [NOTE: If more than one, list Products and Systems and other information by Consuming Location]	**1100 Bird Center Drive** **Palm Springs, CA 92262**
a. Product [NOTE: add space as needed for additional products]	**Nitrogen**
***(i) Specifications* (including grade and form)**	**Medical Grade Nitrogen**
(ii) Estimated Monthly Volume	**Nitrogen 60,000 SCF**
(iii) Product Price	**Nitrogen $1.25/100SCF**
b. System [NOTE: add space as needed for multiple systems]	**One 3000 Liter Microbulk Tank**
(i) Monthly Service Charge	**$390.00/per tank**
(ii) Installation Cost	**$0.00**
(iii) Telemetry	**Yes ☒ No ☐ $0.00**
(iv) Annual Inspection Fee	**$600.00**
c. Surcharge	**$0.00**
d. Delivery Charge	**$0.00**
e. Safety and Compliance	**$0.00**
f. Customer-owned bulk storage system will be used	**Yes ☐ No ☒**
(i) Maintenance charge	**$0.00**
3. Other	**$37.50 Certificate of Analysis Fee**

NOTE: All other pricing for Products, Systems and other related costs and services not otherwise specified above shall be subject to MTG's then current pricing for similarly situated customers.

In accordance with Section 6 of the Agreement, all notices shall be sent to the following addresses:

Vyaire Medical, Inc.	**Matheson Tri-Gas, Inc.**
22745 Savi Rancy Pkwy **Yorba Linda, CA 92887**	**150 Allen Road – Suite 302**
	Basking Ridge, NJ 07920
Attn: Richard Flask	**Attn: General Counsel**
Fax No:	**Fax No. 908-991-9299**

BUYER'S INITIALS PYG **MTG'S INITIALS** CJG

MATHESON
TRI•GAS
ask... The Gas Professionals™

AMENDMENT NO. 1 TO PRODUCT SUPPLY AGREEMENT - BULK

This Amendment Number 1 (the "Amendment") to the Product Supply Agreement – Bulk with an Effective Date as of May 8, 2018 ("Agreement") by and between Matheson Tri-Gas, Inc. ("MTG") and Vyaire Medical, Inc. ("BUYER"), hereby amends the Agreement as specified below effective as of the date of the full execution of this Amendment. Capitalized terms used in this Amendment that are not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

1. The following changes are hereby made to the Agreement:

Section 1 shall be amended to include the following additions:

Matheson will place one (1) 6000 liter tank as a portable unit
Consuming Location: 1100 Bird Center Drive Palm Springs, CA 92262
Monthly Facility Charge: $800.00/per 6000 Liter

If, in Seller's opinion, relief from limitations on price increases outlined in the Agreement becomes necessary, Seller may request relief in writing. If the parties have not agreed to a mutually satisfactory resolution of Seller's request within thirty (30) days of Buyer's receipt of such request, or if Seller does not agree to rescind its request for relief within said thirty (30) day period, either party may, within ten (10) days after said thirty (30) day period, terminate this Agreement effective not less than thirty (30) days after giving notice of such termination.

IN WITNESS WHEREOF, MTG and BUYER have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

Vyaire Medical, Inc.	**MATHESON TRI-GAS, INC.**
BY: Jennifer DeBerardinis	**BY:**
NAME: Jennifer DeBerardinis	**NAME:** X
TITLE: VP Indirect Procurement	**TITLE:** Andrew Gregory
	BY: Director, Product Management
SUBMITTED BY: LAUREN OVERSMITH	**NAME:**
	TITLE: