HAWORTH, INC. – U.S. COMMUNITIES NATIONAL SALES AGREEMENT
CUSTOMER COPY – SOLE SOURCE

N051017 For orders shipping within the Continental United States
Customer agrees to purchase substantially all products from Haworth

Product Group	Systems	Seating	Freestanding	Wood Casegoods	Tables	Flooring/Electrical Architectural Interiors	List Dollar Value	Customer Discount Product Only
I Regular Lead Time	UniGroup® NW/WT PLACES® NW/WT UniGroup® Too				UniGroup® NW/WT, PLACES® NW/WT		$1-$100,000 $100,001 or More	70% Negotiable
Rush							$1 or more	63%
II Regular Lead Time	if®				if®		$1-$100,000 $100,001 or More	70% Negotiable
Rush							$1 or more	55%
III Regular Lead Time	PLACES® FW				PLACES®		$1-$100,000 $100,001 or More	53% Negotiable
IV Regular Lead Time	RACE® PREMISE® NW/WT, Moxie™				PREMISE®		$1-$100,000 $100,001 or More	66% Negotiable
Rush							$1 or more	55%
V Regular Lead Time	Compose						$1-$100,000 $100,001 or More	64% Negotiable
VI Regular Lead Time		Accolade®/Comforto® 28 NW, Monaco®/ System 58					$1-$50,000 $50,001 or More	63% Negotiable
Rush							$1 or more	59%
VII Regular Lead Time		TAS® / Improv®, System12, Tag™ / System 28 Wood, X99®					$1-$50,000 $50,001 or More	58% Negotiable
Rush							$1 or more	56%
VIII Regular Lead Time		Zooey Chu					$1-$25,000 $25,001 or More	58% Negotiable
Rush							$1 or more	57%
IX Regular Lead Time		Look™					$1-$50,000 $50,001 or More	58% Negotiable
Rush							$1 or more	56%
X Regular Lead Time			950 Series Files, PLACES®, Freestanding Steel, if® Personal Storage Towers, if® Lateral Files. PREMISE® Casegoods NW/WT, Moxie™ FS Storage, X Series™ Files and Pedestals, V Series™ Files and Pedestals				$1-$50,000 $50,001 or More	64% Negotiable
Rush							$1 or more	56%

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XI Regular Lead Time	Vancouver™ Panel Hung	800 Series, Ascent™, Berlin™, Composites™, Dendhur™, Essex™, Eton™, Europa™, Forenze™, Galerie™, Hello™, Katia™, Laura™, Maria™, October™, Prescott™, Tally™, Tuscany™, Tuxedo™, ToDo® Richmond™		PLACES®Wood Casegoods and Freestanding Units, Varia™, Orlando™, Tripoli™, YORK, Vancouver™ Freestanding, Nottingham™, Masters	Galerie™, Varia™ Entropy™, Profile, Series K™, Tripoli™ Nottingham™		$1-$25,000 $25,001 or More	53% Negotiable
Rush							$1 or more	43%
XII Regular Lead Time		Kinetics®			Kinetics®, Tactics®		$1-$25,000 $25,001 or More	59% Negotiable
Rush							$1 or more	57%
XIII Regular Lead Time	Crossings™						$1-$25,000 $25,001 or More	56% Negotiable
XIV Regular Lead Time	Jump®Stuff Boogie Board						$1-$25,000 $25,001 or More	40% Negotiable
XV Regular Lead Time	European Product						$1-$25,000 $25,001 or More	40% Negotiable
XVI Regular Lead Time		Zody					$1-$25,000 $25,001 or More	55% Negotiable
						TecCrete	$1 to $125,000 $125,001 or more	62% Negotiable
						Nexus, Powerweb	$1-$100,000 $100,001-$500,000 $500,001 or More	52.5% 56.5% Negotiable
						Architectural Interiors	**Recommended Customer Sell**	**Customer Discount off RCS**
						LEGS Private Office LEGS Open Office Refreshment Centers	$1-$100,000 $100,001-$500,000 $500,001 or More	35% 41% Negotiable
						LifeSPACE	$1-$100,000 $100,001-$500,000 $500,001 or More	37% 40% Negotiabl
						ECHO/Huron/Mimic /Under Cabinet Fixed Task Lighting	$1-$100,000 $100,001-$500,000 $500,001 or More	29% 31% Negotiable

**Seller offers the above mentioned discounts on products included in this Agreement which are offered in Seller's RUSH Programs. See the current price list(s) for a description of the products included in these programs.

A. Only the items stated within each product group may be combined on a single purchase order for purposes of attaining a higher discount tier and/or negotiable discount tier. DIFFERENT PRODUCT GROUPS OR LEAD TIMES MAY NOT be combined together for purposes of attaining the next pricing tier.

B. The applicable discount will be separately negotiated for new products or lead time programs introduced by Seller during the term of this Agreement.

C. For Specials, Customer's Own Material (C.O.M.), finish matches, custom colors, and custom products, no changes or cancellations are allowed. All other products require approval for changes or cancellations made less than four (4) weeks before the ship-date; must be submitted to Customer Service for approval; and a minimum fee of 25% of net, and all related customer specific materials costs affected by the change or cancellation of an order

will apply. Any changes / cancellations for these other products will not be accepted once product has been placed into the production schedule unless otherwise agreed in writing. Any change may cause the order or portion affected to be rescheduled with new shipment dates as determined by HAWORTH.

D. Where Haworth has not received adequate site dimensions, Product specifications, shipping information, installation particulars or other information required by Haworth to permit the efficient manufacture of any Products, or where site conditions are not in accordance with the Installation Requirements set forth, or are not otherwise suitable to permit effective and efficient installation, the manufacture and/or delivery of Products pursuant to this Quotation may be delayed, and such event shall constitute a delay by the Buyer. When manufacture, delivery or installation is delayed by the Buyer or at the Buyer's request: (i) Haworth may, at its option, present the invoice for the full price of the Products to the Buyer as then due and payable; (ii) the Buyer shall pay to Haworth all reasonable storage, handling and other reasonable incidental expenses incurred by Haworth in connection with such delay; and (iii) the Buyer shall bear all risk of loss or damage to the Products being held by Haworth for the Buyer.

E. Installation and Change Orders. Where installation services are to be provided by Haworth or its subcontractors, Haworth will normally prepare a document setting forth the scope of installation work to be performed in connection with the installation of Haworth's products (the "Scope of Work"), and where applicable, the price to be charged by Haworth therefore. Where Haworth is requested or required to perform work or provide materials which are not contemplated in the Scope of Work, or Buyer otherwise requests Products or services not contemplated in the Quotation (collectively "Extras"), prior to providing such Extras Haworth reserves the right to require the Buyer to provide and sign a written purchase order or change order acceptable to Haworth describing the Extras and the amounts to be charged therefore (a "Change Order"), and the Buyer agrees to pay such charges.

F. Required Information. Where Haworth has not received adequate site dimensions, Product specifications, shipping information, installation particulars or other information required by Haworth to permit the efficient manufacture of any Products, or where site conditions are not in accordance with the Installation Requirements set forth, or are not otherwise suitable to permit effective and efficient installation, the manufacture and/or delivery of Products pursuant to this Quotation may be delayed, and such event shall constitute a delay by the Buyer. When manufacture, delivery or installation is delayed by the Buyer or at the Buyer's request: (i) Haworth may, at its option, present the invoice for the full price of the Products to the Buyer as then due and payable; (ii) the Buyer shall pay to Haworth all reasonable storage, handling and other reasonable incidental expenses incurred by Haworth in connection with such delay; and (iii) the Buyer shall bear all risk of loss or damage to the Products being held by Haworth for the Buyer. If delay is due to any cause beyond Haworth's reasonable control, the date for shipment shall be extended during the continuance of such cause and for a reasonable time thereafter. (d) Except as may be otherwise specifically indicated in this Quotation, the cost of installation of any Products purchased pursuant to the Quotation shall be charged in addition to any other amounts referred to herein, in accordance with Haworth's prevailing installation prices current as at the date of installation, and shall be subject to and in accordance with the additional terms and conditions set forth in the Installation Requirements below.

G. Installation Requirements.

i) Sufficient time shall be allocated by the Buyer following delivery of Products and prior to Buyer's occupation of the premises to allow the installation of all Products during conventional working hours, Monday through Friday, 7:30 a.m. to 4:30 p.m. Where sufficient time is not allocated and Haworth is required or requested to perform installation work outside of such times, overtime charges shall be charged atHaworth's then prevailing rates.

ii) Haworth shall be given free and exclusive access to: (i) a freight elevator of sufficient size and capacity to allow the efficient movement of the Products; (ii) a loading dock within 150' of the freight elevator, which loading dock shall be of sufficient size to enable full-size tractor-trailer deliveries to the premises (where required by Haworth); (iii) a secure storage/staging area; and (iv) convenient trash facilities. Where such areas and facilities are not available, Haworth shall be entitled to bill Buyer for all amounts incurred by Haworth for double-handling, product movement, lifting, hoisting, trash removal and any other resulting charges. (c) The installation site shall be free and clear of existing furniture, debris, or other obstructions (including construction in progress) and shall otherwise be in the reasonable opinion of Haworth ready for installation of the Products. Any building where Products are to be installed shall be fully closed in, dry and protected from the natural elements, with temperatures between 40°F and 90°F (4°C and 32°C) and relative humidity not to exceed 70% at all times during and after installation and shall be adequately heated and/or air-conditioned. Where unusual site conditions exist which impede or prevent the normal installation of any Products, applicable extra charges shall apply at prevailing rates.

iii) Haworth's installation pricing is based upon the installation occurring as one continuous delivery and installation project. Phased installation pricing shall be provided by Haworth on a case by case basis.

iv) Electrical hardwiring, plumbing and mechanical work is not included and shall be the responsibility of the Buyer.

v) Except as may be otherwise specifically indicated in the Quotation, installation pricing does not apply to projects where union labor is required. Where Haworth has provided installation pricing on the basis that non-union labor be utilized, and where Haworth is required to use union labor or it otherwise becomes impractical to use non-union labor, Haworth shall be entitled to charge the Buyer for any cost differential between the anticipated cost of non-union labor and the actual cost of utilizing union labor.

vi) Haworth shall not be responsible for obtaining permits.

vii) Lateral load bracing is not included in the scope of Haworth's work and shall not be performed by Haworth.

viii) In areas where Nexus™ flooring Products are to be installed by Haworth, the existing sub-floor shall be smooth, mopped clean and dry with a maximum vertical elevation deviation of 0.375" (10mm) over a horizontal span of 10'-0" (3m), and without discontinuities in floor slope. For greater certainty, the scope of Haworth's installation work in such areas shall not be deemed to include any work required to level such sub-floor, remove protrusions, remove pre-existing floor coverings or adhesives, or any other work which is required to remedy any conditions which may impede the efficient installation of Nexus™ flooring. Except as may be otherwise specifically indicated in the Quotation, installation pricing for Nexus™ flooring Products and the Scope of Work in relation thereto shall not include any work required to remove and replace floor panels following their initial installation to provide tradespersons or others with access to the underpanel cable management cavity.

ix) In areas where lifeSPACE™ movable walls are to be installed, all flooring (including carpeting) and ceiling components (including dropped ceiling grid components) shall be fully complete and ready for the installation of the lifeSPACE™ products. Further, the existing floor (or other surface on which the lifeSPACE™ panels are to be installed) shall have a maximum vertical deviation of 1.25" (30mm) and the dropped ceiling grid shall have a maximum vertical deviation of 0.375" (10mm) from the specifications to which such lifeSPACE™ panels were designed and manufactured (collectively the "Permitted Tolerances"), and shall otherwise comply with any site condition assumptions made known to Haworth prior to the manufacture of such Products (the "Site Assumptions"). Where the Permitted Tolerances or Site Assumptions are not strictly adhered to or met, additional charges may be incurred in connection with site remediation and/or the modification or remanufacture of affected lifeSPACE™ products, together with all resulting shipping and labour charges at Haworth's then prevailing rates for such Products and services.

H. Scope of Work - Design. Buyer acknowledges that the Products to be manufactured or procured by Haworth in connection with the Quotation are or may be custom manufactured for Buyer and that Haworth may be required to perform extensive work in relation to the design and specification of such Products, including extensive CAD work. Where Buyer requests that Haworth create as-built drawings or make more than two material revisions to any particular Product design or specification, Buyer agrees that Haworth shall be entitled to invoice Buyer with respect to such additional work on the basis of Haworth's then prevailing rates for such services, which at the date hereof are $85.00 per hour for CAD time and related design and specification services.

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PRICING FOR THE GROUP LACASSE PRODUCT LINE

Customer Copy

Description	Product Group	List Value	Customer Discount
Complete Lacasse Product Offering	United Chair Pan Gram 70 Series Avenue Concept 400e Lacasse Steel NVision Avenue Educational Products	0-$50,000 $50,001- $200,000 Above $200,001	50% 55% Neg.

Haworth	Installation**	Project Mgt	Design	Reconfiguration**	Asset Management	Refurbishing	Project Storage
Available	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Pricing*	Not to exceed 7% of Total Product List Price	Not to exceed 7% of Total Product List Price	Not to exceed 7% of Total Product List Price	Not to Exceed $55.00/hour non-union $110/hour union labor	Available thru Haworth Dealer & quoted by project	Not to Exceed $55.00/hour non-union $110/hour union labor	Available thru Haworth Dealer & quoted by project

*For office furniture products only. Services provided for Architectural Interior products (Floors and Walls) are quoted by project

Installation Services Include:
1. Inside Delivery
2. Uncrating of all products
3. Assembly of products
4. Installation if required
5. Removal of debris
6. Wipe down of Surfaces
7. Complete Punch List
8. Dedicated Project Coordinator
9. Product Orientation and Training for new users

Installation pricing based on the following:
1. Performed during normal business hours 7:00 am to 5:00 pm Monday through Friday – no holidays
2. Non-union labor
3. Free and clear access to loading docks and elevators
4. Job site to be free and clear of other trades
5. Reasonable access to Space

Reconfiguration pricing based on the following:
1. Performed during normal business hours 7:00 am to 5:00 pm Monday through Friday – no holidays
2. Free and clear access to loading docks and elevators
3. Job site to be free and clear of other trades
4. Installation will be performed by Haworth certified installer
5. Additional costs incurred for unusual working situation will be charged to buyer at cost