

Addendum Two
To Agreement G2634.A

With the Effective Date of November 14, 2001 With
the Expiration Date of September 30,2003
Previously Amended on November 20, 2001

between

Herman Miller, Inc.
855 East Main Avenue
PO Box 302
Zeeland, MI 49464-0302

and

ACS/Associated Colleges of the South 1975
Century Boulevard, Suite 10 Atlanta, GA
30345

This Addendum, effective when signed by both parties, amends the Facility Purchasing Agreement AG2634.A between the parties as follows:

- A. The term of the Agreement expires September 30, 2005.
- B. Section 6.1 and 6.2, Packaging, Shipping, and Returns, is deleted in its entirety and replaced with:
 - 6.1 Seller uses blanket, bulk, corner packaging, or polybagging for most Products; however, Geiger®-brand seating Products ship cartoned. Meridian®-brand Product orders of less than list value shipping direct to Buyer at Buyer's request, may be cartoned at an additional charge equal to % of the net value of the product cartoned
- C. Additional product lines are available at the following discounts:
 - Mirra™ Seating**
on single orders \$0 to \$500,000 list value
- D. The following products have been discontinued and are no longer part of the Agreement:
 - Chadwick® Modular Seating
 - Florence™ Seating Levity®
 - Collection Liaison® Cabinet
 - Systems Meridian® Vertical Files
 - Potomac™ Seating
 - Proper® Chair
 - Radian® Group
 - Raleigh™ Seating

E. The following products have been renamed in the Schedule of Variable Information:

A Series Lateral Files are now called Herman Miller® F-Front Lateral Files

G Series Lateral Files are now called Herman Miller® B-Front Lateral Files

F. The Response Plus® Program has been discontinued and is no longer part of the Agreement.

G. Section 5, Order Changes and Cancellation, and Exhibit 2, Order Change and Cancellation Terms, are deleted in their entirety and replaced with:

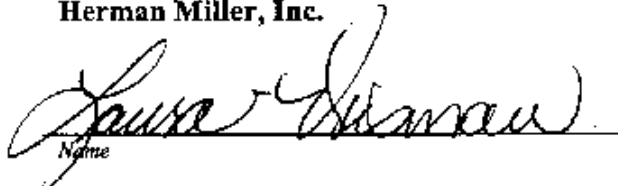
Changes, cancellations, and order postponements are subject to approval by Seller and may result in additional charges according to Seller's standard order change and cancellation policy in effect at the time Buyer's request is received. All requests for changes, cancellations, and order postponements must be made to Seller in writing. Order changes may result in a change to Buyer's acknowledged planned delivery date and any commitments with respect to delivery shall be extended as mandated by the change. Seller will use its best efforts to minimize Buyer's cost associated with an order change, cancellation, or postponement.

H. Section 9, Warranty, and Exhibit 1, Herman Miller, Inc., Limited Product Warranty, are hereby deleted in their entirety and replaced with Exhibit 1, Herman Miller, Inc., Limited Product Warranty, attached hereto and incorporated by reference.

All other terms of the Agreement remain unchanged.

IN ACKNOWLEDGMENT OF AGREEMENT, the parties have had this Addendum signed by their duly authorized officers.

Herman Miller, Inc.

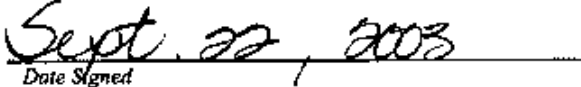

Name

Laura Vriesman

Print Name

Director, Commercial Contracts

Title


Date Signed

August 12, 2003

Issue Date

ACS/Associated Colleges of the South


Name

Wayne Anderson

Print Name

President

Title

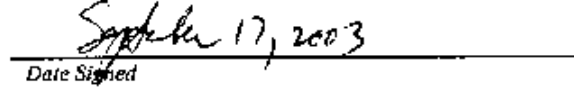

Date Signed

Exhibit 1 Herman Miller, Inc., Limited Product Warranty

Herman Miller, Inc. ("Herman Miller"), 855 East Main Avenue, PO Box 302, Zeeland, Michigan, USA 49464-0302, warrants its products sold or furnished by it under the Herman Miller, Meridian®, and Geiger® brand names to be free from defects in material and workmanship—regardless of the number of shifts during which the products are used—for the applicable warranty periods specified below.

Herman Miller Standard Commercial Office Furniture Products

12 years

Provisions that apply to all products and services under the Herman Miller, Meridian®, and Geiger® brand names, except as limited or described under Warranty Exceptions.

Herman Miller will repair or replace (at its option) any product, part, or component covered by this warranty and manufactured or sold after January 25, 1999, which fails under normal use as a result of a defect in material or workmanship. Herman Miller will repair or replace the aforementioned product, part, or component with a comparable product, part, or component. This warranty extends only to the original purchasers who acquire new product from Herman Miller, its subsidiaries, or other authorized resellers. Any product, part, or component must have been installed and maintained according to Herman Miller's published instructions in order to be eligible for coverage under this warranty and must not have been subject to misuse or abuse. The terms of this warranty set forth all of the warranties given and remedies available with respect to the products and services. Herman Miller and its subsidiaries disclaim any other warranty.

Normal wear and tear, natural variations occurring in wood, marble, and leather are not considered defects; Herman Miller does not warrant the colorfastness or matching of the colors, grains, or textures of these natural materials or textiles.

Herman Miller's products meet the requirements of U.S. national and specific local codes as stated in the price lists and other written publications.

TO THE EXTENT ALLOWED BY LAW, ANY IMPLIED WARRANTIES—INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE—ARE DISCLAIMED AND TO THE EXTENT THEY ARE LEGALLY REQUIRED, ARE LIMITED IN DURATION TO THE DURATION OF THESE WRITTEN WARRANTIES.

HERMAN MILLER SHALL NOT BE LIABLE FOR LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

For U.S. purchasers: Some states do not allow limitations on how long an implied warranty lasts or do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply. This warranty gives the purchaser specific legal rights; however, the purchaser may also have other rights that may vary from state to state.

Warranty Exceptions Customer's Own Materials

Herman Miller does not give any warranty with respect to Customer's Own Materials (COM) or other customer-supplied items; we test for manufacturing ability only

Herman Miller Options Products 5 years

NP-numbered, Options Made Easy, and Vary Easy products and SR-numbered European Manufactured nonstandard products

1 year

All other nonstandard products

Herman Miller for Healthcare™ Products 10 years

CT-numbered procedure and supply carts, CO- and CV-numbered Co/Struc¹ products

5 years

CG-numbered Casework products, CW-numbered wire and plastic shelving/carts, CX-numbered stainless steel case carts, CH-numbered technology carts, casters for CT-numbered procedure and supply carts

1 year

Casters for CW-numbered products, technology carts, and stainless steel case carts

All Service Parts 3 years from purchase date**International Products**

Products manufactured in international locations for use outside the continental United States only.

12 Years

Euro™ Systems, Array, Vantage™, A4A, Sumo, and Delta, GSS (Global Storage Systems) storage units. Buddy, and Caddie

Herman Miller for the Home Products 3 years

Eames* lounge, ottoman, chaise, sofa compact, two- and three-seat sofas, Ibis light, and Lapdog

1 year

Aalto products, Eames molded plywood lounge and dining chairs, coffee table, folding screen, walnut stools, elliptical table, wire-base tables, Hang-It-All* rack, storage units, and desk units. Nelson™ platform bench and marshmallow sofa, Noguchi table, Scooter¹ stand with wood top, and all Herman Miller for the Home-branded products

Herman Miller Textile Alliance Program®" Fabrics**3 years****Herman Miller Design on Textile (DOT™) Products 1 year from purchase date****Other Manufacturers' Products**

No warranty is given, Herman Miller will pass through to the original purchaser any warranty supplied by other manufacturers to the extent possible

All Other Products and Services**5 years**

Electronic ballasts used in task lighting

6 months

All other products and any services not listed above sold or furnished by Herman Miller or its subsidiaries, except for consumable products such as light bulbs, ballasts, fans, keyless locks, and other electronic products for which no warranty is given.

This warranty covers the sale of Herman Miller products in all countries. Not all the product lines appearing within this warranty are marketed by Herman Miller in all countries and appearance herein does not imply an offer for sale of a product line in a particular place. Product line availability is defined in the current pricelists applicable to different regions.

This warranty published July 2002.

Warranties for any products introduced after this published warranty date shall be determined at the time of product introduction.