1.0 DEFINITIONS.

All capitalized terms in this Agreement not defined in this Section shall have the meanings set forth in the Sections or Exhibits of this Agreement in which they are defined.

1.1 Affiliate. Any corporation or other business entity that during the term of this Agreement controls, is controlled by or is under common control with a Party. Control exists when an entity owns or controls directly or indirectly the outstanding equity representing the right to vote for the election of directors or other managing authority of another entity.

1.2 Business Day. Monday through Friday, 8:00 a.m. to 5:00 p.m. in each of the forty-eight contiguous United States time zones, excluding days on which Staples is not open for business in the United States of America.

1.3 Business Hours. The time between 8:00 a.m. and 5:00 p.m. in each of the forty-eight contiguous United States time zones on any Business Day.

1.4 Buyer. Each Member in good standing of the National Association of Manufacturers.

1.5 Calendar Day. Every day of any given month or portion thereof.

1.6 Catalog. Staples' current Office Products Catalog.

1.7 Core Items. The items that Buyer purchases from Staples at the prices as set forth in Exhibit A ("Product Price List"), as amended from time to time.

1.8 Initial Term. The Effective Date through the Expiration Date, as set forth in Section 3.1 herein.

1.9 Marks. The trade names, logos, trademarks, trade devices, trade dress, service marks, symbols, abbreviations or registered marks, or contractions or simulations thereof, or any other indicia of ownership of a Party.

1.10 Member. Each legal entity that is a member in good standing of the National Association of Manufacturers (NAM). Member shall also include Association when acting as a Buyer of Staples products and services.

1.11 Net Sales. The gross sales price of the Product, less shipping costs where shipping costs are included in the sales price (including freight charges and insurance), taxes, duties, any rebates actually paid, discounts and allowances actually taken, rejections and returns to the extent credit is given or paid, excluding Product purchases made at Staples' retail store locations using a Convenience Card or a Registered Procurement Card.

1.12 Non-Core Items. The balance of the items that Buyer purchases from Staples' Catalog, which are neither Core Items nor Premium Products.

1.13 Notice. Any notice, consent, demand or other communication required or permitted to be given or made hereunder by a Party.

1.14 Premium Products. The paper, paper related items, toner, ink, computer supplies, petroleum and steel based products that Buyer purchases from Staples at the prices set forth in Exhibit A, as amended from time to time and shown online ("Product Price List").

1.15 Products. All Core Items, Non-Core Items, Premium Products and Proprietary Products that Buyer purchases from Staples.

1.16 Proprietary Information. Proprietary Information shall include this Agreement and all information or data furnished by either Party or Member(s) (collectively, the "Disclosing Party") to the other Party and/or Member(s) (collectively, the "Receiving Party") which the Receiving Party should reasonably understand to be considered confidential and proprietary information by the Disclosing Party including, but not limited to, all information regarding customers, clients, employees and suppliers, pricing information and models, Products and Services information, financial or operational data, business plans, strategies, models or forecasts, internal performance results and other documentation relating to the Disclosing Party's business activities. It is understood that the term "Proprietary Information" does not include information which: (a) has been published or is otherwise in or subsequently becomes part of the public domain, through no fault of the Receiving Party; (b) prior to disclosure hereunder is within the legitimate possession of the Receiving Party; (c) is disclosed to the Receiving Party from a source other than the Disclosing Party and the Receiving Party has no knowledge or reason to know of any violation of law or breach of any confidentiality obligation owed by such source to the Disclosing Party; (d) is independently developed by the Receiving Party without using Proprietary Information of the Disclosing Party; or (e) is transmitted to the Receiving Party by the Disclosing Party after the Disclosing Party has received Notice from the Receiving Party that it does not desire to receive further Proprietary Information.

1.17 Proprietary Products. Certain printed business forms, letterhead, promotional products, and other products where Buyer identification or use renders the product proprietary to Buyer and not suitable for sale to any other customer of Staples.

1.18 Purchase Order. Purchase order or other written instrument executed, or electronic transmissions originated by, an authorized Representative of Buyer indicating which Products and/or Services Buyer will purchase from Staples.

1.19 Quarterly Period. Each consecutive three month period during the Term commencing on the Effective Date.

1.20 Representative. An employee, officer, director or agent of a Party or, where specifically indicated, a Member in its role as a Buyer.

1.21 Services. The services provided by Staples as described in Section 6.0, including without limitation all professional, management, labor and general services, together with any materials, supplies, tangible items or other goods Staples furnishes in connection with such services.

1.22 Subcontractor. A third party to whom a Party has delegated or subcontracted any portion of its obligations under this Agreement.

1.23 Taxes. Any sales, use, excise, value-added, gross receipts, services, consumption and other similar transaction taxes however designated that are properly levied by any taxing authority upon the provision of the Products and Services, excluding any state or local privilege or franchise taxes, taxes based upon Staples' net income and any taxes or amounts in lieu thereof (including Michigan Single Business Taxes and Washington B&O taxes), paid or payable by Staples.

1.24 Term. The Initial Term of the Agreement or any Renewal Term thereof.

2.0 SCOPE OF AGREEMENT.

2.1 In accordance with the terms and conditions of this Agreement, NAM members in good standing (Buyer) may purchase and Staples shall provide the Products and Services as described in Exhibit A or the Catalog, at the prices specified therein.

2.2 All Purchase Orders issued to Staples by Buyer during the Term of this Agreement shall be governed only by the terms and conditions of this Agreement notwithstanding any preprinted terms and conditions on Buyer's Purchase Order or Staples' acknowledgement. Any additional or different terms in Buyer's documents are hereby deemed to be material alterations and notice of objection to and rejection of them is hereby given.

3.0 TERM.

3.1 The Initial Term of this Agreement shall be for a period of two (2) year(s) beginning on February 1, 2009 ("Effective Date") and ending on January 31, 2011 ("Expiration Date"), unless terminated earlier or the Expiration Date is extended under the terms of this Agreement.

4.0 TERMINATION.

4.1 Staples reserves the right to withhold shipment of any and all Products until all past due invoices owed to Staples by Buyer have been paid.

5.0 PRICING.

5.1 Core Items. Prices for Core Items provided under this Agreement are set forth in Exhibit A ("Product Price List"). The prices for Core Items are firm for one (1) year and, thereafter, shall be subject to adjustment after 90 days to reflect changes in stock availability, market conditions, buying expense, and other factors that affect the overall cost of the Core Items.

5.2 Non-Core Items. Prices for Non-Core Items set forth in Exhibit A ("Product Price List") are firm for the then current Quarterly Period and, thereafter, are subject to adjustment after 30 days to reflect changes in stock availability, market conditions, buying expense, and other factors that affect the overall cost of the Non-Core Items.

5.3 Premium Products. The prices for Premium Products provided under this Agreement are set forth in Exhibit A. Prices for Premium Products are specifically subject to price adjustment upon thirty (30) Calendar Days' notice to Association to reflect changes in stock availability, market conditions, buying expense, and other factors that affect the overall cost of the Premium Products.

5.4 Proprietary Products. Each Buyer acknowledges that Staples may, at the request of Buyer, purchase Proprietary Products for Buyer pursuant to the terms of a Proprietary Products Agreement, which will be provided to Buyer upon request. Buyer shall not be required to purchase or pay for any quantity of Proprietary Products in excess of the amounts specified in the Proprietary Products Agreement.

5.5 Extraordinary Price Adjustment. Staples reserve the right to adjust the price on any Product or Service offered to Buyer in the event that extraordinary market events require the immediate adjustment of that Product or Service's price. Any Extraordinary Price Adjustment shall be accompanied by appropriate supporting documentation to explain and/or justify such an adjustment. Staples also reserve the right to add a fuel surcharge to Buyers orders.

5.6 When Association notifies Staples that Buyer is no longer a Member, Staples shall notify Buyer that all future sales will be at other non-preferred rates. Staples will ensure that such Buyers are removed from eligibility for the prices under this Agreement. Buyers may be reinstated as eligible upon notice to Staples from Association.

6.0 DELIVERY; RETURNS AND REPORTING.

6.1 Standard Delivery. Staples' shipments shall be F.O.B. Buyer's location in the forty-eight (48) contiguous United States for standard delivery. Additional freight charges may apply for furniture, special delivery, rush or special order Products. Staples shall use commercially reasonable efforts to ship Products ordered by Buyer before 4:00 p.m. local time within one (1) Business Day after acceptance of a Purchase Order, except for furniture, special order Products or Products that are back ordered. In the event that a Product is back ordered or shipment is delayed for any reason, Buyer agrees that Staples shall not be obligated to notify Buyer of such delay but rather shall use commercially reasonable efforts to deliver the delayed Product as promptly as commercially practicable. Staples will treat any such delayed order as active unless Buyer contacts Staples and provides other instructions.

6.2 Returns. Except as described below, Staples will accept returns of stocked Products (excluding furniture) in resalable condition up to thirty (30) Calendar Days after receipt by Buyer. Software must be returned within thirty (30) Calendar Days of purchase and in resalable condition, and Product packaging must be in the original manufacturer's carton, unopened and undamaged. If defective, software can be exchanged for identical product within thirty (30) Calendar Days of purchase. Computer, printer and monitor Products must be returned within fourteen (14) Calendar Days of purchase.

7.0 PAYMENT TERMS AND INVOICING.

7.1 Invoices. In accordance with each Buyer's payables system requirements, Staples shall invoice each Buyer by monthly summary billing. No member shall be responsible for the payment of another member's invoices.

7.2 Payment Terms. Each Buyer will remit payments, including all Taxes on product purchases as invoiced,

based upon the payment terms outlined in this agreement. Buyers are also able to remit payment for products purchased via major credit card at time of purchase..

7.3 Convenience and Registered Procurement Cards. Each Buyer may participate in Staples' convenience card and/or registered procurement card programs by completing and signing Staples' Convenience Card Application and/or Registered Procurement Card Registration Form, which will be provided upon request. If Buyer elects to participate in either of Staples' programs, each Buyer must comply with all of the terms and conditions set forth in the applicable application and/or registration form.

8.0 TAXES.

8.1 If Buyer is exempt from paying Taxes on its purchases from Staples, Buyer shall provide Staples with a valid certificate of exemption, as prescribed and defined by applicable state law. If Buyer fails to provide a valid certificate of exemption, Staples shall charge Buyer Taxes, if any, on its sales of Products to Buyer. Notwithstanding the foregoing, Taxes or similar liabilities chargeable against the income or gross receipts of Staples shall be paid by Staples.

8.2 Staples shall comply with all federal and state benefits laws applicable to Staples or its employees, if any, including making deductions and contributions to social security and unemployment tax. In addition, the Parties acknowledge and agree that Staples is responsible for collecting and remitting all applicable Taxes due in connection with Staples' sale of Products to Buyer, if any. Staples and each Buyer shall be responsible for the payment of all other taxes imposed upon it in connection with, or as a result of, this Agreement.

9.0 TITLE, RISK OF LOSS AND PRODUCT WARRANTY.

Title and risk of loss in connection with the Products shall pass to Buyer at the time the Products are delivered to Buyer. Staples warrants that it will provide each Buyer with pass-through of all manufacturers' warranties for all Products sold to Buyer in lieu of any other express or implied warranties from Staples. STAPLES EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER STATUTORY OR COMMON LAW WARRANTY.

10.0 RELATIONSHIP OF THE PARTIES.

It is understood and agreed that each of the Parties hereto is an independent contractor and that neither Party is, nor shall be considered to be, an agent of the other. Neither Party shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other. Unless otherwise agreed to in writing, Staples assumes full responsibility for the actions of all of its personnel while performing sales of Products and Services under this Agreement and for the payment of their compensation (including, if applicable, withholding of income taxes and the payment and withholding of social security and other payroll taxes), workers' compensation, disability benefits and the like to the extent applicable to the personnel involved. Staples shall defend, indemnify and hold harmless Buyer against all liability and loss in connection with, and shall assume full responsibility for, payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security and income tax laws, with respect to Staples or its employees engaged in performance of this Agreement.

13.0 LIMITATION OF LIABILITY.

13.1 The terms "Party" and "Parties" shall include Staples and Association for the purposes of this Section 13.

13.2 No Party nor its officers, directors, employees or Affiliates shall be liable to any other Party for any special, indirect, incidental, consequential, punitive or exemplary damages, including, but not limited to, lost profits, business interruption, loss of data or cost of cover, even if such Party alleged to be liable has knowledge of the possibility of such damages, and each Party's aggregate liability under this Agreement shall not exceed the total amount of consideration paid to the other Parties under this Agreement; provided, however, that the limitations set forth in this Section 13 shall not apply to or in any way limit liabilities arising from a Party's gross negligence or willful misconduct or from the Publicity (Section 11) or Confidentiality (Section 12) obligations of a Party hereunder.

.

16.0 FORCE MAJEURE.

Neither Party shall be liable for any delays or other non-performance resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, any law, order or requirement of any governmental agency or authority or other causes beyond the reasonable control of such Party (other than causes related to such Party's financial condition or with respect to the payment of money), provided that such Party has promptly informed the other Party, and the affected Member, if any, of such force majeure event upon the occurrence thereof (including a reasonable estimate of the additional time required for performance) and such Party uses commercially reasonable efforts and all due diligence to effect the required performance.

17.0 MISCELLANEOUS.

17.1 Severability. If any provision of this Agreement is declared or found to be illegal, unenforceable or void, then such provision shall be null and void but each other provision hereof not so affected shall be enforced to the full extent permitted by applicable law. If any provision of this Agreement is found to be so broad as to be unenforceable, the provision shall be interpreted to be only so broad as to be enforceable.

17.2 Waiver. No waiver of any right or remedy hereunder with respect to any occurrence or event on one occasion shall be deemed a waiver of such right or remedy with respect to such occurrence or event on any other occasion.

17.3 Governing Law. The provisions of this Agreement shall be construed in accordance with the laws of the Commonwealth of Massachusetts excluding its conflict of law provisions.

17.4 Modifications in Writing. Any modification or amendment of any provision of this Agreement must be in writing and bear the signature of the duly authorized Representatives of both Parties.

17.5 Survival. Unless otherwise provided herein, the rights and obligations of any Party which by their nature extend beyond the expiration or termination of this Agreement shall continue in full force and effect notwithstanding the expiration or termination of this Agreement.

17.1 Staples' Affiliates. The rights granted to Staples hereunder shall be deemed to include all Affiliates of Staples and the purchaser of all or substantially all of Staples' assets.

EXHIBIT A

PRODUCT PRICE LIST

This Exhibit A is attached to, and made a part of, the Corporate Purchasing Agreement ("CPA") dated as of February 1, 2009 by and between **National Association of Manufacturers** ("Association") and Staples Business Advantage, a division of **Staples Contract & Commercial, Inc.** ("Staples"). This Exhibit A is made effective as of February 1, 2009 ("Exhibit A Effective Date"). All capitalized terms used herein shall have the meaning assigned to them in the CPA, unless otherwise defined herein.

Core Items: In addition to the core items list shown online for all members, as members enroll in the program, Staples account team, dedicated to NAM members will endeavor to add certain additional "most frequently purchased items" (like toner cartridges) for each member on a custom basis.

Non-Core Items: NAM members will save an average 45-60% on more than 4,000 other standard Staples products.

Custom Quotes by Dedicated Account Rep: Members who are purchasing certain furniture, technology or other special order products may receive even more favorable discounts than those discounts listed above under "Core" and "Non-Core" descriptions if they contact Staples' dedicated account manager to the NAM.

Premium Products: The paper, paper related items, toner, ink, computer supplies, petroleum and steel based products that Buyer purchases from Staples at the prices set forth in Exhibit A, as amended from time to time and attached hereto. Pricing is typically held on these items for 90 days and are specifically subject to price adjustment upon thirty (30) Calendar Days' notice to Association to reflect changes in stock availability, market conditions, buying expense, and other factors that affect the overall cost of the Premium Products.

Technology Products and Technology Services Items: NAM members will receive an average 15% discount on technology products and services.

Furniture Products: NAM Members will receive an average 35% discount on transactional furniture items.

Digital Copying Services: Pricing for NAM Members will be determined on a custom basis.

Proprietary Products: Interested buyers may execute a separate Staples proprietary products agreement to purchase under this arrangement.

EXHIBIT C

MEMBER VERIFICATION AND ENROLLMENT

This Exhibit C is attached to, and made a part of, the Corporate Purchasing Agreement ("CPA") dated as of February 1, 2009, by and between **National Association of Manufacturers** ("Association") and Staples Business Advantage, a division of **Staples Contract & Commercial, Inc.** ("Staples"). This Exhibit C is made effective as of February 1, 2009. ("Exhibit C Effective Date"). All capitalized terms used herein shall have the meaning assigned to them in the CPA, unless otherwise defined herein.

1. This list may be modified from time to time by written agreement of Staples and Association. Staples reserves the right to reject any proposed new Member that (a) is or becomes a competitor of Staples, (b) fails to satisfy Staples' credit requirements, or (c) is a current, non retail store, customer of Staples Contract & Commercial, Inc..

2. NAM members will enroll in the program by:
(i) Filling out and submitting either an online sign up form that goes directly to Staples, via a fax-back hard copy form that will be sent to the NAM and automatically be forwarded onto Staples, or (ii) by inbound or outbound contact with a Staples customer care representative directly with an NAM member. By enrolling, using either of the methods, the NAM member acknowledges that they agree to the Buyers terms and conditions of this NAM-Staples Contract & Commercial, Inc. Corporate Purchasing Agreement, effective February 1, 2009.

If an NAM member enrolls via the online form or through direct contact with an NAM member, Staples will send an email message to the NAM (for each individual enrollment or as batch of multiple enrollments) to verify that each enrollment is an NAM member in good standing. If they are an NAM member, NAM will confirm this back by email and include that company's NAM serial number for Staples to associate with that account.

If an NAM member enrolls by fax back form, NAM will verify that they are members, and forward on the fax to Staples that also notates that member's serial number, so Staples can associate that serial number with that member's record.

On a monthly or quarterly basis, NAM will provide Staples a list of all members (with serial numbers) for that period who have officially resigned their NAM membership. Staples will revert all of these companies back down to non-program pricing.