Kimball International

1600 Royal Street Jasper, IN 47549
Telephone 812.482.1600

August 2, 2007
Agreement Number 26917
Amendment Number 2

Michael Quinones
Judicial Council of Northern California
Administrative Offices of the Courts
455 Golden Gate Avenue
San Francisco, CA 94102

Dear Mr. Quinones:

This Amendment Number 2 is issued to amend the subject Purchasing Agreement as follows:

TERM OF AGREEMENT
This Agreement is hereby extended through June 30, 2009. This Agreement may be terminated by either party for any reason upon 30 days written notice to the other party.

All other terms and conditions of the Agreement remain unchanged.

A signature blank is provided below for Judicial Council of Northern California, Administrative Offices of the Courts' acknowledgement and acceptance of this amendment. Please return one signed copy to this office. Should you have any questions, please do not hesitate to contact me.

Sincerely,

Debbie Trevino

Debbie Trevino
Sales Development Manager

DT/mj

Accepted and Agreed:

For: JUDICIAL COUNCIL OF NORTHERN CALIFORNIA, ADMINISTRATIVE OFFICES OF THE COURTS

Signature

Michael Quinones
Print Name

Business Service Officer
Title

8/28/07
Date

Kimball International

1600 Royal Street Jasper, IN 47549
Telephone 812.482.1600

March 14, 2006
Agreement Number 26917
Amendment Number 1

Michael Quinones
Judicial Council of Northern California
Administrative Offices of the Courts
455 Golden Gate Avenue
San Francisco, CA 94102

Dear Mr. Quinones:

This Amendment Number 1 is issued to amend the subject Purchasing Agreement as follows:

TERM OF AGREEMENT
This Agreement is hereby extended through June 30, 2007. This Agreement may be terminated by either party for any reason upon 30 days written notice to the other party.

All other terms and conditions of the Agreement remain unchanged.

A signature blank is provided below for Judicial Council of Northern California, Administrative Offices of the Courts' acknowledgement and acceptance of this amendment. Please return one signed copy to this office. Should you have any questions, please do not hesitate to contact me.

Sincerely,

Angie Troxler

Angie Troxler
Sales Development Manager

AT/mj

Accepted and Agreed:

For: JUDICIAL COUNCIL OF NORTHERN CALIFORNIA, ADMINISTRATIVE OFFICES OF THE COURTS

Signature

Grant Walker
Type or Print Name

Business Services Manager
Title

4/17/06
Date

Master Purchasing Agreement

between

Judicial Council of Northern California, Administrative Offices of the Courts
455 Golden Gate Avenue
San Francisco, CA 94102

and

Kimball International Marketing, Inc.
1600 Royal Street
Jasper, IN 47549

Agreement # 26917
May 13, 2005

KIMBALL INTERNATIONAL
MASTER PURCHASING AGREEMENT # 26917

This Master Purchasing Agreement is between Judicial Council of Northern California, Administrative Offices of the Courts (CUSTOMER) its subsidiaries, divisions and National Office Furniture (NATIONAL OFFICE FURNITURE), a division of Kimball International Marketing, Inc.

This Agreement is made, and entered into as of May 16, 2005, and extends to June 30, 2006. Any changes to this Master Purchasing Agreement require advance written approval by both parties. Unauthorized changes will void this agreement. This Agreement may be terminated by either party for any reason upon 30 days written notice to the other party.

1. **SCOPE**
NATIONAL OFFICE FURNITURE agrees to sell CUSTOMER Product(s) as provided for in Attachment A, "Products and Pricing" ("Products").

All Products offered for sale are subject to terms and conditions as established in any current or future price and product manuals.

2. **DEFINITION**
This Master Purchasing Agreement is being established to provide Products to CUSTOMER. CUSTOMER anticipates purchasing NATIONAL OFFICE FURNITURE Products totaling $500,000 during the Agreement term, broken down as follows: $250,000 in casegoods; $250,000 in seating. Discounts contained in Attachment A are subject to renegotiation if volume is 15% or more below the prorated projected volume after the first year of the Agreement.

3. **PURCHASE OF PRODUCTS**
Purchase Orders will be placed by CUSTOMER through the NATIONAL OFFICE FURNITURE authorized Dealer, which will handle ordering, expediting, receiving, freight claims, delivery, installation and invoicing to CUSTOMER. Dealer(s), as outlined in Attachment B, may be replaced with another designated Dealer as agreed to by CUSTOMER and NATIONAL OFFICE FURNITURE. NATIONAL OFFICE FURNITURE has no obligation for furniture layout, design, specifications or any related services. These are Dealer services and should be negotiated directly with a NATIONAL OFFICE FURNITURE authorized Dealer.

Prices for Products are priced F.O.B. point of shipment, freight prepaid and allowed to one continental U.S. or one Canadian destination. Shipments into the states of Alaska and Hawaii are freight prepaid and allowed to port of exit. Title for Product passes from NATIONAL OFFICE FURNITURE to carrier at point of shipment and from carrier to participating Dealer upon delivery to the dealer facility or to end user upon delivery to the end user facility. The end user accepts title upon delivery to their facility.

All future list price increases will be applicable to this Agreement.

4. **SHIPMENT, DELIVERY, STORAGE AND INSTALLATION**

Shipment and Delivery of products will be upon NATIONAL OFFICE FURNITURE's standard lead times in effect at time of order entry.

If CUSTOMER fails or refuses delivery, any storage, handling, or carrier costs will be paid by CUSTOMER.

Installation is based on normal delivery conditions. If certain installations require additional or extraordinary services, the CUSTOMER will be notified. Additional costs such as overtime, use of union labor in certain metropolitan areas, lack of proper elevator use, etc., shall be negotiated on a per-job basis between CUSTOMER and Dealer.

5. **CHANGES OR CANCELLATIONS**

No changes or cancellations will be accepted for NATIONAL OFFICE FURNITURE product after the order is entered. If special circumstances allow changes to be made, applicable charges may apply. Contact Customer Service for assistance. NATIONAL OFFICE FURNITURE will not be liable for any delay in performance caused by such changes.

6. **QUALITY AND WARRANTY**

NATIONAL OFFICE FURNITURE warrants that all Products will conform to specifications as stated in Price and Product manuals.

Current Warranty information is included in Attachment D.

APPROVED AND AGREED TO:

JUDICIAL COUNCIL OF NORTHERN CALIFORNIA, ADMINISTRATIVE OFFICES OF THE COURTS CUSTOMER	KIMBALL INTERNATIONAL MARKETING, INC.
By	Donald W. Van Winkle Vice President-General Manager National Office Furniture
Grant Walker Type or Print Name	
Business Services Manager Title	
5/26/05 Date	May 16, 2005 Date

ATTACHMENT A
PRODUCTS AND PRICING

1. Pricing of all Products to CUSTOMER shall be current list price in effect at time of order entry less the following applicable discount:*

Products	Per Order Dollar Value	Discount
National Office Furniture Casegoods and Seating	All Volumes	61%

2. Installation is not included in the pricing provided in this Agreement.

3. New NATIONAL OFFICE FURNITURE Products and programs will be added to this Agreement according to pricing mutually agreed to by CUSTOMER and NATIONAL OFFICE FURNITURE.

* Discounts are subject to renegotiation if purchased volume is 15% or more below the prorated projected volume after the first year of the Agreement.

ATTACHMENT B
AUTHORIZED DEALER(S)

The Corner Office
125 Mitchell Blvd.
San Rafael, CA 94903
415-472-5531

By _____

Jeffrey L. Bowstow
Type or Print Name

Principal
Title

06/01/05
Date

ATTACHMENT C
CUSTOMER AFFILIATES

ATTACHMENT D
NATIONAL OFFICE FURNITURE
LIFETIME WARRANTY

National warrants that each piece of National furniture will be free from defects in workmanship given normal use and care for as long as you, the original customer, owns and uses the product. This warranty applies to products manufactured and sold in North America.

Normal use is defined as the equivalent of a single shift, 40 hour work week. In the event that a product is used more than normal use, the applicable warranty period will be reduced to 12 years and items that fall under different warranty limitations, as listed below, will be reduced to one-third (ex: Wood chair frames will be 4 years instead of 12 years). National, at its option, will repair or replace with comparable product any product, part or component shipped after September 1, 2000, if the claim is eligible under the conditions of this warranty.

Limitations to this warranty include:

Twelve Years	Wood chair frames.
Ten Years	Seating controls, veneers and laminates.
Five Years	High wear parts such as electrical components, polymer based components, pneumatic cylinders, swivel arm pads, casters, chair glides, textiles, foam, covering materials and decorative trim.

Exclusions

This warranty does not apply to:

- Damage caused by a carrier.
- Normal wear and tear which are to be expected during the period of ownership.
- Appearance, durability, quality, behavior, colorfastness or any other attribute of COM (Customer's Own Materials) or any other non-standard National material (including Maharam and Momentum) specified by the customer after application to a National product.
- Color, grain or texture of wood, laminate and other covering materials.
- Non-compliance with installation and maintenance instructions.
- Damages or failures resulting from modifications, alterations, misuse, abuse or negligence of our products.

Gotcha 24 Hour Use Seating

Warranty on Gotcha 24 Hour Use models must be made within 5 years from date of purchase on seating controls and pneumatic cylinders and 2 years from date of purchase on casters, textiles and foam.

Engineer-to-Order

National warrants all Engineer-to-Order products to be free from defects in workmanship given normal use and care for 3 years of single shift service.

As the manufacturer of your furniture, we stand behind our craftsmanship and pledge to do everything we can to resolve any problems you may have within the terms of this warranty as quickly as possible.

There are no other warranties except as expressly set forth above, either expressed or implied including any warranty of merchantability or fitness for any particular purpose. We exclude and will not pay consequential or incidental damages under this warranty.