MASTER PRICING AGREEMENT

This MASTER PRICING AGREEMENT (this "Agreement") is between Judicial Council of California, Administrative Office of the Courts, the Superior Courts of California, the California Courts of Appeals, including the California Supreme Court, and the Habeas Corpus Resource Center ("Buyer") and Knoll Inc. ("Seller") will commence the 1st day of April , 2011 and expire on the 31st day of March , 2013, with three (3) one-year options to extend the term, which option(s) may be exercised individually or collectively by the Buyer in its sole discretion any time prior to the expiration of the initial term or any option term. If the Buyer elects to extend the term of this Agreement, the Seller may negotiate price adjustments applicable during the option period(s) and any agreed-upon price adjustments will be set forth in a written amendment to this Master Pricing Agreement. Any agreed-upon price adjustment may not exceed ten percent (10%) of the previous twelve (12) month period.

This Agreement will apply to all Purchase Orders received prior to the effective date of termination. This Agreement takes precedence over any other Agreement between Buyer and Seller including Buyer's Purchase Order. It may not be modified unless mutually agreed upon in writing between Buyer and Seller.

All purchases under this Agreement shall be in the form of a written Purchase Order and shall be governed by the terms of this Agreement unless otherwise agreed to in writing. Unless otherwise agreed to in writing, all Purchase Orders will be written to Seller's local dealers who have signed Seller's "Letter of Participation" to accept orders under this Agreement.

The parties agree as follows:

1. Scope.

1.1 Seller's items offered for sale include all Products listed in Exhibit A "Pricing", within the initial Contract Term of two (2) years.

1.2 Pricing for lead times beyond the initial two (2) year timeframe shall be renegotiated at that time.

1.3 Payment terms are Net forty-five (45) days from receipt of Seller's local dealer invoice to the Buyer. Seller's local dealer invoice is issued upon shipment of Products or completion of Services, if any ordered. Buyer does not pay late fees.

1.4 The prices paid by the Buyer to Seller shall be at least as low as those fees charged by Seller to its other customers in local and state governments that are receiving substantially comparable products at substantially comparable volumes over a similar period of time to the products provided to the Buyer. The foregoing comparison shall take into effect total volume, geography (to the extent that geography has a direct effect on Seller's actual costs), service levels (when taken as a whole), technology, and assets associated with the products provided by Seller

in each case and any taxes and transition charges included within the charges for such products. If, during the Term, Seller enters into a Government Contract contradicting the foregoing sentence, Seller shall (a) give the Buyer immediate notice of any such lower pricing, and (b) offer to the Buyer an immediate adjustment to the terms of this Agreement to reflect such lower pricing.

1.5 Seller, its subcontractors and local dealers shall comply with state prevailing wage law, performed on the products funded by this Agreement. Compliance with state prevailing wage law includes without limitation: payment of at least prevailing wage as applicable; overtime and working hour requirements; apprenticeship obligations; payroll recordkeeping requirements; and other obligations as required by law.

1.6 Installation services will be quoted on a project by project basis, based on the scope of work and prevailing project conditions. Labor rates will be based on prevailing wages.

1.7 Buyer placing a Purchase Order under this Agreement shall have no obligation to pay for any Product that does not meet the requirements of this Agreement. The Buyer will not make any advance payments for Products. One original and two copies of a correct, itemized invoice must be sent to the address shown on the Purchase Order. Each invoice must be printed on Seller's standard printed bill form, and must include at a minimum (a) the Purchase Order number, (b) Seller's name and address, (c) the nature of the invoiced charge, (d) the description of Product being ordered, (e) the per unit amount charged, if applicable, (f) the extended price, with taxes itemized separately, and (g) each item on the invoice designated as taxable or nontaxable. Amounts owed Buyer due to rejection of all or a portion of the Product in said invoices will be, at the Buyer's option, fully credited against future invoices payable by the Buyer, or paid by Seller within thirty (30) days from Seller's receipt of a debit memo or other written request for payment from the Buyer. The Buyer shall have the right at any time to set off any amount owing from Seller to the Buyer against any amount payable by the Buyer pursuant to any Purchase Order or any other transaction or occurrence.

1.8 Buyer is exempt from federal excise taxes and no payment will be made for any taxes levied on Seller's employee's wages. Buyer will pay for any applicable State of California or local sales or use taxes on the products provided or the services rendered. All tax must be included as a separate line item on Seller's invoice.

1.9 Delivery of Product must be in accordance with the instructions included at the time the Purchase Order is placed. All deliveries must be made F.O.B. (free on board) destination as freight pre-paid. Regardless whether specific delivery instructions are provided at the time the order is placed and noted on the Purchase Order, Seller is responsible for confirming or re-confirming, as applicable, with the Buyer all details relevant to delivery and installation that the time and place of delivery and installation are acceptable to the Buyer. Buyer may not have a loading dock to accept deliveries. Seller should assume that all deliveries will be inside deliveries to a specific location in the interior of a building as designated by Buyer placing the order. No charge for shipping, delivery (regardless whether delivery is to a loading dock or to a location

inside a building), drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or any other purpose will be incurred or paid by the Buyer, unless agreed to in writing.

1.10 Requests for order changes or cancellations must be in writing to Seller and are subject to Seller's approval. If approved, Seller will make changes according to published policy.

1.11 The Seller's Products are warranted to be free from defects in material and workmanship for various periods as stated in Exhibit C "Selling Policy", depending on the product, all as set forth in Seller's current Price Lists Catalogs. The warranty period will begin from the date of shipment of Products.

1.12 Seller and its local dealers shall indemnify, defend (with counsel satisfactory to the Buyer) and hold the Buyer and its respective officers, agents, and employees harmless from any and all losses, costs (including reasonable attorneys' fees), liabilities, damages and deficiencies, including interest, penalties and settlement amounts entered into, in each case, with respect to any and all third party claims (i) directly caused by or resulting in whole or in part from Seller's and local dealer's acts or omissions constituting bad faith, willful misconduct, negligence or reckless disregard of its duties under this Agreement or any Purchase Order, (ii) arising out of Seller's and its dealers breach of its confidentiality obligations under this Agreement, or (iii) arising out of or related to a breach of any of Seller's and local dealer's representations and warranties set forth in this Agreement or any Purchase Order.

1.13 Seller and its local dealers shall indemnify, defend (with counsel satisfactory to the Buyer) and hold the Buyer and their respective officers, agents, and employees harmless from any and all losses, costs (including reasonable attorneys' fees), liabilities, damages and deficiencies, including interest, penalties and settlement amounts entered into, in each case, with respect to any and all third party claims that arise, out of any claim of infringement, misappropriation or unauthorized use of any patent, trade secret, copyright, or trademark in connection with any Work furnished or provided by Seller and its dealers under this Agreement or any Purchase Order.

1.14 The Buyer may terminate this Agreement without cause by providing Seller and its local dealers with thirty (30) days prior written notice. If necessary, the Buyer will discuss payment and performance of any Purchase Orders outstanding at the proposed date of termination.

1.15 The Buyer may terminate a Purchase Order for cause immediately if (1) the Product is rejected or (2) Seller and its dealers is otherwise in breach of the terms of such Purchase Order or this Agreement and such breach is not cured within ten (10) days of written notice or longer period if agreed to in writing, or is not capable of cure. Whether or not any breach by Seller and its local dealers is capable of cure, or is cured, is within the sole discretion of the Buyer who placed the Purchase Order.

1.16 The Buyer may terminate this Agreement for cause immediately if Seller and its local dealers fails or is unable to meet or perform any of its duties under this Agreement, and such

failure is not cured within ten (10) days of written notice or longer period if agreed to in writing, or is not capable of cure. Whether or not any failure by Seller is capable of cure, or is cured, is within the sole discretion of the Buyer. If necessary, the Buyer and Seller and its local dealers will discuss performance of any Purchase Orders outstanding at the date of termination.

1.17 The Buyer's obligations under a Purchase Order are subject to the availability of funds authorized for the purchase. Expected or actual funding may be withdrawn, reduced, or limited prior to the fulfillment of the Purchase Order. Upon written notice, the Buyer may terminate a Purchase Order, in whole or in part, without prejudice to any right or remedy, for lack of appropriation of funds. Upon termination, the Buyer will pay Seller and its local dealers for the Product in production or delivered prior to the date of termination.

1.18 The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provision. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in the City and County of San Francisco

1.19 All financial, statistical, personal, technical and other data and information which are designated confidential by the Buyer (each a "Disclosing Party"), or, if not so designated, is nonpublic information that under the circumstances surrounding disclosure ought to be treated as confidential, and made available by the Disclosing Party to Seller and it's local dealers in order to carry out this Agreement or any Purchase Order, or which become available to Seller and it's dealers in carrying out this Agreement or any Purchase Order ("Confidential Information") will remain the property of the Disclosing Party. Seller and its local dealers shall protect the Confidential Information of the Disclosing Party from unauthorized use and disclosure and shall use at least the same degree of care, but no less than a reasonable degree of care, to safeguard the Confidential Information of the Disclosing Party as Seller and it's local dealers employs with respect to its own information of a similar nature. Seller and it's local dealers shall require that its employees, agents and subcontractors comply with the confidentiality restrictions of this Agreement. The obligations in this paragraph 1.19 will not restrict any disclosure pursuant to any applicable law or by order of any court or government agency (provided that Seller and it's dealers shall first give prompt notice to the Disclosing Party of such order in such time as to permit the Disclosing Party to participate in the response to any such order) and shall not apply with respect to information that (1) is independently developed by Seller and it's dealers without violating the Disclosing Party's proprietary rights as shown by Seller's and its local dealers written records, (2) is or becomes publicly known (other than through unauthorized disclosure), (3) is disclosed by the owner of such information to a third party free of any obligation of confidentiality, (4) is already known by Seller and its local dealers at the time of disclosure, as shown by Seller's and local dealers written records, and Seller and its local dealers have no obligation of confidentiality other than pursuant to this Agreement or any confidentiality agreements entered into before the Effective Date, (5) is rightfully received by Seller and its local dealers free of any obligation of confidentiality, or (6) with respect solely to a particular disclosure, such disclosure is approved in writing by the Disclosing Party.

1.20 Neither the Buyer nor Seller and its local dealers shall assign this Agreement, either in whole or in part, without the prior written consent of the other party in the form of a written Amendment signed by the Buyer and Seller and its local dealers. Such consent shall not be unreasonably withheld. However, the parties agree that in the event the Buyer is required by law, statute, or regulation to assign this Agreement to another government entity for administrative or other purposes Seller's and its local dealers consent is not required. This Agreement shall be binding upon and inure to the benefit of successors and assigns of the parties.

1.21 All terms and conditions not specifically addressed herein shall be governed by Seller's Standard Selling Policy, Exhibit C. In event of any conflict between the terms and conditions of this Agreement and those contained in the Seller's Standard Selling Policy, the terms and conditions of this Agreement will prevail.

2. Notices.

All communication and/or notices by or permitted under this Agreement shall be in writing, sent via First Class Mail, addressed to:

Seller:

Knoll, Inc.
Attention: Contracts Dept.
1235 Water Street
East Greenville, PA 18041

Buyer:

Judicial Council of California
Administrative Office of the Courts
Attention: Michael Quinones
455 Golden Gate Avenue
San Francisco, CA 94102-3688

This Agreement referenced herein constitutes the complete, exclusive, and final statement of the terms and conditions of the Agreement between the parties, superseding all prior negotiations, written or oral. Terms and conditions contained in any Purchase Orders that Buyer uses to order the Products or contained in any acknowledgment form or invoice issued by Seller which are inconsistent with, or in addition to, the terms and conditions of this Agreement shall be invalid. Except as otherwise stated, no changes to this Agreement will be binding upon the parties unless incorporated into a written amendment signed by Buyer and Seller. Notwithstanding the foregoing, however, the following are excepted (1) changes to the parties' contact information set forth on Notices; and (2) changes to the discount schedule, for the sole purpose of adding or deleting Product lines, which may be accomplished upon mutual agreement of the parties and confirmed by written notification from Seller to Buyer. The invalidity of any provision of this Agreement shall not affect the validity of any other provision of this Agreement.

IN WITNESSES WHEREOF, Buyer and Seller have executed this Agreement as of the final day and year written below.

BUYER:
Judicial Council of California
Administration of the Courts

By: _____
Name: Grant Walker
Its: Senior Manager, Business Services

Seller
Knoll, Inc.

By: _____
Name: Bryan J. Smith
Its: Director, Contracts Administration

EXHIBIT A
PRICING

See attachment.

Exhibit A, Pricing

Product Line	Single Order List Value	Discount from Current Commercial Price List Delivered and Installed
SYSTEMS		
Morrison, Reff, Reuter, Currents, Upstart, Autostrada, Dividends, Series 2 Equity	0 - $500,000 $500,001 - $1,600,000 $1,600,001 and Above	58.5% 60.5% Negotiable
Antenna	0 - $500,000 $500,001 - $1,600,000 $1,600,001 and Above	58.5% 60.5% Negotiable
Template	0 - $500,000 $500,001 - $1,600,000 $1,600,001 and Above	58.5% 60.5% Negotiable
FILES AND STORAGE		
Calibre	0 - $250,000 $250,001 - $1,250,000 $1,250,001 and Above	50.5% 52.5% Negotiable
TABLES		
Interaction	0 - $250,000 $250,000 - $1,250,000 $1,250,001 and Above	$50.5% 52.5% Negotiable
Crinion Open		
WOOD CASEGOODS		
Magnusson and Graham	0 - $250,000 $250,001 - $1,250,000 $1,250,001 and Above	50.5% 52.5% Negotiable
SPECIALITY		
Extra	0-$250,000 $250,001 - $1,250,000 $1,250,000 and Above	50.5% 52.5% Negotiable
Studio	0-$250,000 $250,00 1- $1,250,000 $1,250,001 and Above	43.5% 45.5% Negotiable
ERGONOMIC SEATING		
Generation, Life, MultiGeneration, RPM, Sapper,	0-$250,000 $250,001 - $500,000 $500,001 and Above	50.5% 52.5% Negotiable
Chadwick, EWC	0-$250,000 $250,001 - $500,000	48.0% 50.0%

Moment	$500,001 and Above	Negotiable
	0-$250,000	43.0%
	$250,001 - $500,000	45.0%
	$500,001 and Above	Negotiable
Renewal Parts		
	All Orders	40.00%

A. Design Services: $79.59 per hour

B. Reconfiguration, Asset Management, and Storage Services:
   a. Storage: $1.50 per square foot. Handling costs negotiated on a case by case basis.
   b. Reconfiguration and Asset Management Rates to be quoted on a project-by project basis subject to job conditions:
      i. $64.29 - $85.71 per hour non-union
      ii. $127.55 - $137.76 per hour union

C. Installation rates to be based on prevailing wages throughout the State of California.