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 Teknion LLC ("Seller") will commence the 1st day of September 1, 2011 and expire on the 31st day of August, 2013, with three (3) one-year options to extend the term, which option(s) may be exercised individually or collectively by the AOC in its sole discretion any time prior to the expiration of the initial term or any option term. If the AOC 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 (whether an increase or decrease in price) may not exceed during any one-year option period the previous 12 months' change in the Producer Price Index as published by the U.S. Bureau of Labor Statistics.

This Agreement will apply to all Purchase Orders received prior to the effective date of termination of this Agreement. This Agreement takes precedence over any other Agreement between Buyer and Seller including the terms and conditions of Buyer's Purchase Order.

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 direct to the Seller.

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 invoice to the Buyer. 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.

to the Buyer an immediate adjustment to the terms of this Agreement to reflect such lower pricing. At least once each year during the Term, upon the Buyer's request an officer of Seller shall certify to the Buyer that this obligation has not been contradicted by any transaction entered into by Seller since the later of the (1) Effective Date and (2) date of the most recent certification provided by Seller pursuant to this obligation.

1.5 Seller, its subcontractors and local dealers shall comply with state prevailing wage law, if applicable, 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.

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, depending on the product, all as set forth in Seller's current Price Lists Catalogs. The warranty period will begin from the date of installation 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 AOC may terminate this Agreement without cause by providing Seller and its local dealers with thirty (30) days prior written notice. If necessary, the AOC 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 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 AOC may terminate this Agreement for cause immediately if Seller 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 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 AOC. If necessary, the AOC 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 delivered prior to the date of termination plus expenses incurred or committed to by Seller with respect to such Purchase Order as of the date Seller receives Buyer's notice 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.

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:

Teknion LLC
Attention: Meg Smith
350 Fellowship Road
Mount Laurel, NJ 08054

AOC:

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.

AOC:
Judicial Council of California
Administration of the Courts

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

Seller
Teknion LLC

By: _____
Name: Jeffrey M. Kraus
Its: Vice President, Business Operations

EXHIBIT A PRICING

Teknion

California Courts

The Judicial Branch of California

1. Discounts reflect the Teknion GSA Schedule discounts.
2. Discount Statement: Discounts are applied to GSA List prices.
3. Discounts include freight to any single destination within the Continental United States but exclude sales tax and installation.
4. Delivery and Installation Fees: Negotiated on a project basis – to reflect Prevailing Wage as applicable.
5. FOB Destination: Within the Continental United States

Product Line:	Discount:	Product Line:	Discount:
T/O/S	71.87%	Expansion	65.34%
Transit	71.87%	Filing & Storage	71.87%
Leverage	71.87%	Seating	61.10%
Ability	71.87%	Boulevard Systems	69.08%
Complements	71.87%	Teknion Wood	60.60%
ie	70.00%	Altos	70.00%
Expansion Wood	60.60%	Teknion Tables	65.34%
Marketplace	71.87%	Modular Cabinets	65.34%
District	71.87%		

6. Discount Structure & Limitations for Xpress (Quick Ship) Program:

Product Line:	Discount:	Notes:
Xpress Leverage	71.87%	Cannot exceed $200,000 list ($56,250 net)
Xpress Seating	61.10%	Cannot exceed 50 chairs
Xpress Filing & Storage	71.87%	Cannot exceed 50 filing & storage cabinets
Xpress Expansion Casegoods, Meeting Tables, & Training Tables	65.34%	Cannot exceed $25,000 list ($8,665 net)
Xpress Expansion Desking	65.34%	Cannot exceed $50,000 list ($17,330 net)
Xpress Teknion Wood	60.60%	Cannot exceed $60,000 list ($23,640 net)
Xpress Complements	71.87%	Cannot exceed 50 pieces

7. Terms: Net 45 Days.
8. Government Credit Cards: Accepted for all orders.

9a. Delivery Terms: 30 – 90 Days ARO.

9b. Express Program Manufacturing Lead Time:

Product Line:	Manufacturing Lead Time:
Xpress Leverage	10 Business Days ARO
Xpress Seating	5 Business Days ARO
Xpress Filing & Storage	10 Business Days ARO
Xpress Expansion Casegoods, Meeting Tables, & Training Tables	5 Business Days ARO
Xpress Expansion Desking	5 Business Days ARO
Xpress Teknion Wood	15 Business Days ARO
Xpress Complements	10 Business Days ARO

10. Overnight Delivery: Not available.
11. Urgent requirements: Must be submitted to contractor in writing.