

MASTER PRICING AGREEMENT

This MASTER PRICING AGREEMENT (this "Agreement") is between Judicial Council of California, Administrative Office of the Courts (the AOC), the Superior Courts of California, the California Courts of Appeals, including the California Supreme Court, and the Habeas Corpus Resource Center ("Buyer") and Allsteel Inc. ("Seller") will commence the 1st day of July, 2011 and expire on the 30th day of June, 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 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 Los Angeles Area Consumer 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 or expiration 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 ("Purchase Order").

All purchases under this Agreement shall be in the form of a written Purchase Order, acknowledged by Seller, 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 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 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.

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. 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, 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 any invoice that does not meet the requirements of this Agreement. 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 valid rejection of all or a portion of the Product in said invoices for non-conformance will be, at Buyer's option, fully credited against future invoices payable by Buyer, or paid by Seller within forty-five (45) days from Seller's receipt of a debit memo or other written request for payment from the Buyer. Buyer shall have the right at any time to set off any amount owing from Seller to the Buyer against any amount payable by 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 as acknowledged in writing by Seller. All deliveries must be made F.O.B. (free on board) destination as freight pre-paid, with title and risk of loss passing to Buyer upon receipt of shipment. 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 Buyer all details relevant to delivery and installation and 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. In the event Buyer is unable to accept delivery and installation at the agreed upon time and place, Buyer shall be responsible for all reasonable costs incurred by Seller as a result, including storage and additional transportation fees.

1.10 Requests for Purchase 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 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 standard warranty in effect at the time of order and found in Seller's current Price Lists Catalogs. The warranty period will begin from the date of installation of Products.

1.12 Seller shall indemnify, defend (with counsel reasonably satisfactory to 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) to the extent caused by Seller's and/or 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/or its local dealer's breach of its confidentiality obligations under this Agreement, or (iii) arising out of or related to a breach of any of Seller's and/or local dealer's representations and warranties set forth in this Agreement or any Purchase Order.

1.13 Seller shall indemnify, defend (with counsel reasonably satisfactory to e Buyer) and hold 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 Products furnished or provided by Seller and its local dealers under this Agreement or any Purchase Order.

1.14 Either AOC or seller may terminate this Agreement without cause by providing the other party with thirty (30) days prior written notice. If necessary, AOC and seller will discuss payment and performance of any Purchase Orders outstanding at the proposed date of termination.

1.15 Buyer may terminate a Purchase Order for cause immediately if (1) the Product is rejected for nonconformance or (2) Seller and its local dealers are otherwise in material 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 reasonable discretion of the Buyer who placed the Purchase Order.

1.16 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 AOC. If necessary, AOC and Seller and its local dealers will discuss performance of any Purchase Orders outstanding at the date of termination.

1.17 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, 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, Buyer will pay Seller and its local dealers for the Product delivered prior to the date of termination and services performed including delivery and installation prior to 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, and made available by the Disclosing Party to Seller and its local dealers in order to carry out this Agreement or any Purchase Order, or which become available to Seller and its dealers in carrying out this Agreement or any Purchase Order ("Confidential Information") will remain the property of the Disclosing Party. Seller and their 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 its local dealers employs with respect to its own information of a similar nature. Seller and its 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 its local 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 its local 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 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 Buyer and Seller and its local dealers. Such consent shall not be unreasonably withheld. However, the parties agree that in the event 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:

Allsteel Inc.
Attention: Marian Morley
2210 Second Avenue
Muscatine, IA 52761

AOC:

Judicial Council of California
Administrative Office of the Courts
Attention: Michael Quinones
455 Golden Gate Avenue

with copy to:

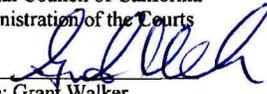
HNI Corporation
408 East Second Street
Muscatine, IA 52761
Attn: Law Department

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
Allsteel, Inc.

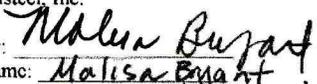
By: 
Name: Malisa Bryant
Its: Vice President, Sales

Exhibit A REV 1 - Allsteel Price Schedule

Concensys/Terrace DNA	Discount
Order Size at List	from List
\$0-\$877,193	79.8%
\$877,194 - \$1,960,784	79.8%
Over \$1,960,784	Negotiable
Maximum Order Threshold(MOT)	\$1,960,784

Align Systems, Align Laterals, & Align Storage (Metal), Stride Beaching	Discount
Order Size at List	from List
\$0-\$909,091	72.5%
\$909,092 - \$1,960,784	74.5%
Over \$1,960,784	Negotiable
Maximum Order Threshold(MOT)	\$1,960,784

Stride Systems & Desking, Stride Storage-Metal & Painted Wood	Discount
Order Size at List	from List
\$0-\$909,091	74.5%
\$909,092 - \$1,960,784	76.5%
Over \$1,960,784	Negotiable
Maximum Order Threshold(MOT)	\$1,960,784

Storage Towers, Overfiles, Bookcases	Discount
Order Size at List	from List
\$0 - \$748,503	66.6%
\$748,504 - \$1,567,398	68.1%
Over \$1,567,398	Negotiable
Maximum Order Threshold(MOT)	\$1,567,398

Essentials & Persona Lateral Files, Vertical Files	Discount
Order Size at List	from List
\$0-\$100,000	64.8%
\$100,001 - \$635,739	70.9%
\$635,740 - \$1,000,000	72.8%
\$1,000,001 - \$1,984,127	74.8%
Over \$1,984,127	Negotiable
Maximum Order Threshold(MOT)	\$1,984,127

Align Full Wood, Wood Seating, Wood Casegoods, New Product Offering	Discount
Order Size at List	from List
\$0 - \$625,000	60.0%
\$625,001 - \$1,315,789	62.0%
Over \$1,315,789	Negotiable
Maximum Order Threshold(MOT)	\$1,315,789

Get Set Tables and Merge Tables	Discount
Order Size at List	from List
\$0 - \$694,444	64.0%
\$694,445 - \$1,515,152	67.0%
Over \$1,515,152	Negotiable
Maximum Order Threshold(MOT)	\$1,515,152

Sum, Belair, Seek & Inspire Seating	Discount
Order Size at List	from List
\$0 - \$533,333	62.5%
Over \$533,333	Negotiable
Maximum Order Threshold(MOT)	\$533,333

Trooper, Tolleson Side, Energy & Get Set Seating	Discount
Order Size at List	from List
\$0 - \$606,061	67.0%
Over \$606,061	Negotiable
Maximum Order Threshold(MOT)	\$606,061

Scout Seating	Discount
Order Size at List	from List
\$0 - \$571,429	65.0%
Over \$571,429	Negotiable
Maximum Order Threshold(MOT)	\$571,429

#19 and Acuity Seating	Discount
Order Size at List	from List
\$0 - \$539,084	62.9%
Over \$539,084	Negotiable
Maximum Order Threshold(MOT)	\$539,084

Sensible, Ambition, & Nimble Seating	Discount
Order Size at List	from List
\$0 - \$606,061	67.0%
Over \$606,061	Negotiable
Maximum Order Threshold(MOT)	\$606,061

Express Solutions: Same discounts apply, plus addition of 2.5% list surcharge, non-discountable. Product introduced after implementation of agreement will be priced and discounted on a case-by-case basis. Current price list at time of order placement.