

Memorandum of Understanding

THIS Memorandum of Understanding (MOU), is made by and between the Curators of the University of Missouri, and Hi5 Furniture, Inc. manufacturer of office furniture having its principal offices located at 8301 NW 101st Terrace, Suite 7 Kansas City, Missouri 64153 and The Curators of the University of Missouri, ("The University of Missouri") an educational institution of Missouri, having its principal offices 2910 LeMone Industrial Blvd. Columbia, Missouri 65201, and includes all divisions, sub-divisions, and affiliates.

I. PURCHASE AND SALE OF PRODUCTS

1. Hi5 Furniture, Inc. agrees to sell, and the University of Missouri agrees to purchase, certain of those products defined in Section III, below and identified by the University of Missouri from time to time; as the University deems the purchase(s) is in the best interest of the University.
2. Hi5 Furniture, Inc. shall: (a) contact all locations of the University of Missouri and its affiliates, divisions and subdivisions identified to Hi5 Furniture, Inc. from time to time, (b) furnish each such location with Hi5 Furniture, Inc. then- current Product catalogs and (c) make periodic visits to the University of Missouri's facilities to update such catalogs as necessary.
3. Hi5 Furniture, Inc. shall provide to the University of Missouri ongoing assistance with product specification when necessary and at no additional charge.

II. TERM OF CONTRACT

1. This agreement shall commence on the Effective Date and shall remain in full force and effect for a term of one (1) year with up to four (4) additional one year periods, subject to the early termination provision set forth below.
2. Hi5 Furniture, Inc. and the University of Missouri may terminate this Agreement upon thirty (30) days advance written notice to the other party. The foregoing notwithstanding, the University of Missouri may not exercise the foregoing termination right unless and until the University of Missouri pays Hi5 Furniture, Inc. in full, for all work in process, finished Product and inventory produced or held by Hi5 Furniture, Inc. pursuant to one or more purchase orders issued by the University of Missouri.

III. PRODUCTS

As used in this Agreement, the term "Products" shall mean: (a) all Products identified in Hi5 Furniture, Inc. current catalogs, and (b) all Products described in subsequent Hi5 Furniture, Inc. catalogs as the parties may agree.

IV. PRICING

1. Pricing for Products purchased from Hi5 Furniture, Inc. shall be list prices in effect on the date of Hi5 Furniture, Inc. receipt of the University of Missouri's purchase order, subject to the following discounts:

Catalog

August 2014 (Rev. A)

Discount from List

45% off list prices for Delivered & Installed

2. Options: DEALER/INSTALLER:

Kansas City:	Columbia:	St. Louis:	Rolla:
<p>Interior Landscapes Kim Nee 2121 Central Street, Suite 144 Kansas City, MO 64108 knee@interscape.biz (816) 842-2120 phone (816) 842-2129 phone www.InterScape.Biz</p> <p>Encompas Taylor Stucky Shelley Rosetta 1512 Grand Boulevard Kansas City, MO 64108 (816) 300-1122 phone</p>	<p>Inside the Lines Jessica Ayllon 100 E. Texas Avenue Columbia, MO 65202 (573) 234-0778 phone (573) 234-0777 fax</p> <p>Interior Investments Shelia Hoelscher 510 William Wayne Drive Jefferson City, Missouri 65109 (573) 821-1959 phone</p> <p>Working Spaces Susan Brandt Kim Penton 2801 Woodard Dr #101 Columbia, MO 65202 (314) 918-8778 phone (314) 918-8780 fax</p> <p>Affinity Office Products Don Corwin 9430 N Hwy Vv Columbia, MO 65202 (573) 442-9433 phone</p>	<p>Modern Business Interiors Debby Rathert 1023 Portwest Drive St. Charles, MO 63303 (636) 946-2500 phone</p> <p>CI Select Tim Rhodry 11840 Westline Industrial Drive Suite 100 St. Louis, MO 63146 (314) 909-1990 phone</p> <p>NewSpaces Larry Reimelt Overland Crossing 1960 Innerbelt Business Center Drive St. Louis, MO 63114 (314) 423-3200 phone</p> <p>Color Art Integrated Interiors Nancy Schaefering 1325 N Warson Rd St. Louis, MO 63132 (314) 432-3000 phone (314) 993-2752 fax</p> <p>Interior Investments Kim Lutz 9 Sunnen Drive, Suite 100 St. Louis, MO 63143 (314) 300-5900 phone (314) 644-5007 fax</p>	<p>New Paradigm Interiors Scott McDonald Bob Jones 1610 Larkin Williams Rd. Fenton, MO 63026 (636) 717-0045 phone (636) 717-0151 fax</p> <p>Inside the Lines Jessica Ayllon 100 E. Texas Avenue Columbia, MO 65202 (573) 234-0778 phone (573) 234-0777 fax</p> <p>Color Art Integrated Interiors 1325 N Warson Rd St. Louis, MO 63132 (314) 432-3000 phone (314) 993-2752 fax</p> <p>Interior Investments Shelia Hoelscher 510 William Wayne Drive Jefferson City, Missouri 65109 (573) 821-1959 phone</p> <p>Midwest Office Doug Cresswell 713 N. Pine St. Rolla, MO 65401 (573) 364-2485 phone (573) 341-8372 fax</p>

INSIDE DELIVERY/INSTALLATION:

Campus	Inside Delivery	Installation Upcharge%	Upcharge %
Columbia	4.75%	Basic 7%, Complex 10%, Lecture Hall Quoted Per Project	
Kansas City	4.75%	Basic 7%, Complex 10%, Lecture Hall Quoted Per Project	
Rolla	9.00%	Basic 11%, Complex 13%, Lecture Hall Quoted Per Project	
St. Louis	4.75%	Basic 7%, Complex 10%, Lecture Hall Quoted Per Project	

These charges will appear as a single line item on any quotes, acknowledgements and invoices.

- 3. A review will be made of purchases after 12 months in an effort to further discount/incent specific products as standard purchases.

Hi5 Furniture, Inc. shall give thirty (30) days written notice of any and all list price increases. The University of Missouri agrees to notify the appropriate parties at all subsidiaries, divisions, affiliates, etc. of all list price increases.

V. FREIGHT

Quote basis, per-order

VI. INSTALLATION

Inside Delivery: Includes delivery of ordered items to one designated area of their respective building, when no unboxing or installation required. Inside delivery shall be provided by the designated installer(s) within three (3) days after receipt of shipment. Number of delivered items are not to exceed ten (10) units. Any quantities beyond ten (10) units would be considered a "Basis or Complex Install".

Installation: Includes delivery of furniture to the installation location/site, unpacking, and inspection for damage, assemble as required and show on installation drawings, setting furniture in place and removal of packing materials from the location/site. All furniture shall be in clean and operating condition, with no scratches, dents or other damage, before acceptance is made by the University.

Basic Installation (7%) Installation: Small unit projects consisting of less than ten (10) units, requiring basic assembly skills, such as; tables, chairs, under mount filing cabinets, etc...

Complex Installation (10%) Installation: Project installation situations that require complex assembly, but not at the level of Union/Professional labor; including but not limited to; coordination and building of office furniture systems, seating and ancillary furniture sets, requiring assembly, modular office stations, and case goods, where authorized trained installers are required.

Specialized Large Extraneous Projects: Large extraneous projects requiring expert, Union, professional installers outside the normal complexity of installations shall be quoted by the dealer on a case-by-case basis, at the discretion of the University of Missouri Design and Construction Services Designers, this would include all designers at each of the four-campus locations, depending on the project location.

VII. DESIGN SERVICES:

Authorized Dealers must obtain written approval, without exception, by the University of Missouri, Procurement Services and/or Design and Construction Services for all Non-Designer requested projects. Design Services: \$60.00 per-hour.

VIII. TERMS AND CONDITIONS

- 1. All purchase orders submitted must reference this agreement number (#U of M Hi5 2016)
 - a. Collection Costs: This paragraph is eliminated from the terms and conditions.
 - b. Statute of Limitations: Except as specifically set forth in the Terms, Conditions, Rights and Warranties, no claims arising out of or in connection with products purchased from Hi5 Furniture, Inc.

these Terms, Conditions, Rights and Warranties or any product warranty applicable to any Hi5 Furniture, Inc. product may be brought by Customer more than three (3) years after the cause of action on which it is based has accrued.

c. Jurisdiction and Venue (Changed to Governing Law):

The interpretation and application of these Terms, Conditions, Rights and Warranties and any product warranties applicable to products purchased by Customer from Hi5 Furniture, Inc. shall be governed in all respects by the laws of the State of Missouri, U.S.A., without reference to the rules of any jurisdiction concerning conflicts of laws or provisions of the United Nations Convention on Contracts for the International Sale of Goods.

3. Hi5 Furniture, Inc. will maintain, during the term of this agreement, insurance coverage in the amounts shown below:

Workers Compensation: Statutory

Employers Liability: \$500,000

Auto Liability: \$1,000,000 Combined Single Limit per Occurrence and Aggregate

Commercial General

Liability Coverage: \$1,000,000 Combined Single Limit per Occurrence and
\$3,000,000 Aggregate

5. Indemnification: Hi5 Furniture, Inc., its employees and subcontractors shall to the extent of damage or injury caused by their own intentional or negligent acts or omissions, indemnify, defend and save harmless The Curators of the University of Missouri, their officers, Agents and Employees from and against all loss or expense from any claim by any third party alleging personal injury or property damage attributable to the intentional or negligent acts or omissions from Krueger International, Inc. under this agreement.

IX. ASSIGNMENT

1. This agreement is assignable by the University of Missouri only to its own subsidiaries, divisions and affiliates. The University of Missouri shall not assign this agreement to others except as noted above without express prior written approval of Hi5 Furniture, Inc.

X. CONTROLLING LAW

1. This agreement shall be construed in accordance with and governed for all purposes by the laws of the State of Missouri.

XI. NOTICE

All notices pertaining to this agreement shall be in writing delivered by certified U.S. mail, return receipt, requested to Hi5 Furniture, Inc. at:

To the University of Missouri at:

University of Missouri
2910 LeMone Industrial Blvd.
Columbia, Missouri 65201
Attn: Darla Higgins

XII. DEALER & PROJECT INFORMATION

Hi5 Furniture, Inc. will provide the University of Missouri with a list of dealers that may be used for projects associated with this agreement. The list will include key contact information, previous campus projects the dealers have been involved with and a description of the projects.

Encompas

University of Missouri

- Reynolds Journalism Institute – new building, completed Spring 2012
 - Provided Haworth 'Enclose' Moveable walls, Haworth 'X Series' Casegoods and Storage, Haworth 'Zody' task seating and 'X99 Seminar' chairs
 - Provided ancillary furniture from Hightower
- Athletic Department Grad Offices – renovation, completed Summer 2015
 - Provided AIS 'Divi', 'More', and 'Calibrate' workstations and storage

UMKC

- Bloch School – new building, completed Summer 2013
 - Provided Haworth 'Enclose' moveable walls
- Miller Nichols Library – renovation, completed Winter 2013
 - Provided Haworth 'Enclose' moveable walls at meeting and conference room fronts
 - Provided Haworth 'Planes' tables and 'X99 Seminar' chairs in open learning / study areas
- Student Success Center – new building, completed Summer 2012
 - Provided Haworth 'Very Wire Stacker' chairs and stools and Haworth 'Planes' tables and credenzas at classroom and conference areas
- School of Medicine – new building, completed Spring 2012
 - Provided Haworth 'Enclose' moveable walls

University of Kansas

- Capitol Federal Hall (School of Business) – new building, completed Summer 2016
 - Provided Haworth 'X Series Casegoods' and 'Very' task chairs at all private offices
 - Provided Haworth 'Intuity' benching units at open study areas and TA Student offices
- Daisy Hill Commons (Commons Area between Self and Oswald Dorms) – new building, completed summer 2015
 - Provided ancillary furniture throughout the 1st and 2nd floor common space including Hightower, Allermuir, BuzziSpace, RT London, Meyer Wells
- Learned Hall Engineering Expansion – new building, completed Summer 2015
 - Provided Haworth 'Beside' and 'Compose' private offices
- Spencer Museum of Art – renovation, completed Summer 2016
 - Ancillary Furniture including Hightower, Davis, Bernhardt

Kansas State University

- Justin Hall – renovation, completed Summer 2012
 - Provided Haworth 'Planes' tables and credenzas, Haworth 'Very' side chairs
 - Provided ancillary furniture from Hightower
- College of Business – new building, completed Fall 2016
 - Provided Haworth 'Masters Series' private offices and Haworth 'Compose' workstations
 - Provided ancillary furniture including Humanscale

Midwest Office

- Norwood Hall
 - Systems furniture, conference tables and chairs, lobby and private offices
- McNutt Hall – Petroleum Engineering

- Private offices for Professors and Staff
 - Classroom lab
 - University Tech Building (Pheips County Hospital)
 - Private office, training rooms and lobby guest seating
 - Emerson Hall
 - Research lab
- Modern Business Interiors
- Ward E. Barnes
 - Occasional tables, standard & custom sizes; café tables & training tables
 - Rec Center
 - Occasional tables, café tables & training tables
 - AAB252
 - Classroom tables
 - Benton
 - Collaborative tables
 - New Science Building
 - Occasional tables, standard & custom sizes; café tables & collaborative tables

Marathon Building Environments

- Athletic department where they did install Hi5 tables.

Color Art, St. Louis

- Ward E. Barnes
 - Seating; Optometry – Hi5 tables

Working Spaces, Columbia

- Henkel building
 - Hi5 tables

- Swallow Hall
 - Hi5 tables

Interior Investments

- Brooks Hall
 - Systems and freestanding collaborative furniture in main lobby
- Hatch Hall
 - Systems and freestanding collaborative furniture in main lobby
- Rollins / Gillett
 - Systems and freestanding seating in main lobby
- Bingham Hall
 - Seating for main lobby and study floors
- UMHC
 - Women's and Children's Hospital task stools, patient room sleep solutions
- Missouri Orthopedic Institute
 - Patient seating and sleep solutions, task seating
- Gannett Hall
 - Freestanding seating
- UMHC OCE Suites
 - Office furniture, systems furniture, task and side seating

New Spaces

- Ward E. Barnes
 - Installed workstations and custom cabinets

Smart

University of Missouri

- MU Alumni Association
 - Multiple Workstations, Private Office Case goods & Seating.
- Residential Life
 - Dorm Furniture, Commons Areas, Workstations.
- Mumford Hall
 - Reception Area, Private Office Case goods, Work tables & Seating.
- Brady Commons
 - Café Seating, Tables, Benches

Interior Landscapes

Kansas State University

- Trotter Hall Veterinary Medicine Library
 - A complete renovation of the library including specialized conference, study, collaboration and lounge areas as well as offices. Completed in 2015. The initial furnishings portion of the project was over \$200,000 with ongoing projects through other areas of the building including office, clinic and dining areas.
- Student Union
 - Supplied all of the furnishings for their \$40+ million renovation of the building. The work is being phased with the final installation to be in 2017. The furnishings portion of the project will be about \$850,000.
- College of Business Administration
 - Provided the custom conferencing and study tables for a brand new \$40+ million building completed in 2016. Our furnishings portion was about \$400,000.

New Paradigm

Kansas State University

- Material Science & Engineering
 - Task seating
- Electrical & Computer Engineering
 - Casegoods

Inside the Lines

UMC Sorenson Estate

- Hi5 Tables

Affinity

Jesse Hall Auditorium of theater seating


- Engineering
 - Casegood
- Physics
 - Workstations
- Health Professions
 - Training Rooms, labs
- Occupational Therapy
 - Training rooms

Hi5 Furniture, Inc. will provide the University of Missouri-Procurement and Design Services for each campus/unit (i.e. Res. Life, Student Union, Hosp. designers) with updates of active projects every 30 days or as developments require.


Nothing in this Agreement shall require the University of Missouri to buy any quantity or type of Hi5 Furniture, Inc. products.

In witness whereof, the duly authorized representatives of The Curators of University of Missouri and Hi5 Furniture, Inc. Company do hereby accept and execute this Agreement effective this 14th day of December, 2016 (the "Effective Date").

The Curators of the University
of Missouri

By: 
Tony Hall, Asst. VP/CPO

Hi5 Furniture, Inc.


By: _____
Dawn M. Boileau, President