



## Notice of Material Change to the Vendor Contract

Pursuant to the terms of your awarded vendor contract, all vendors must notify Region 4 Education Service Center ("Region 4") when any material change in operations, that may adversely affect members, (i.e. assignment, bankruptcy, change of ownership, merger, etc.) is made. No material change may be made to the contract without the prior written approval of Region 4. Region 4 reserves the right to accept or reject any new party.

National Office Furniture, Inc. (vendor company name) hereby provides notice of the following material contract number: R191811 change to on this date 11/29/22

**Instructions:** (Vendors must check all that may apply and provide supporting documentation. Place your initials next to each item to confirm that documents are, indeed, included. Be sure to sign the signature page with all require signatures, prior to submitting your notice to Region 4 for approval).

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Assignment   | <input type="checkbox"/> Change in ownership ( <i>sale/purchase</i> ) |
| <input checked="" type="checkbox"/> Indicate if you are assigning to your own subsidiary | <input type="checkbox"/> Asset Purchase Agreement                     |
| <input type="checkbox"/> Assumption Agreement  | <input type="checkbox"/> Other supporting documentation               |
| <input checked="" type="checkbox"/> Other supporting documentation                       |   |
| <input type="checkbox"/> Bankruptcy  | <input type="checkbox"/> Acquisition                                  |
| <input type="checkbox"/> Official legal Notice of Bankruptcy Proceedings                 | <input type="checkbox"/> Asset Purchase Agreement                     |
| <input type="checkbox"/> Other supporting documentation                                  | <input type="checkbox"/> Other supporting documentation               |
| <input type="checkbox"/> Merger  | <input type="checkbox"/> Other Supporting documentation               |
| <input type="checkbox"/> Share Exchange Agreement  |   |
| <input type="checkbox"/> Merger and Acquisition Agreement                                |   |
| <input type="checkbox"/> Asset Purchase Agreement  |   |
| <input type="checkbox"/> Other supporting documentation                                  |   |

Notes: Vendor may include any other notes regarding the material change here: (attach another page if necessary).

We are requesting to assign the National Office Furniture, Inc. contract R191811 to our sister entity, Kimball International Brands, Inc. Please see the attached letter, organizational chart, and updated W9.

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Upon approval of this notice, the awarded contract holder and/or subsequent assignee agree to and understand the following principles:

- i. **Contract holder reference.** If the contract holder undergoes a merger, acquisition, or partial assignment, in which case they still maintain the contract, then all transactions made under the existing contract number (including purchase orders) must reference the name of the awarded contract holder. The exception to this requirement is if the contract holder no longer holds the contract or if the company has been acquired by another company and undergone a name change. Notice of the authorized name change, to the existing contract, must be provided and approved by Region 4.



In instances where the contract holder has acquired a separate and distinct company, and it is necessary to designate those certain purchases facilitated by the non-contract holder, then this designation may be made if, and only if, the contract holder is also referenced on the transaction.

ii. **Maintenance of records.** Both the awarded contract holder and subsequent assignee agree to remain responsible for maintaining all auditable records, including documents kept in the ordinary course of business and sales invoices, related to OMNIA Partners, Public Sector and/or contract number pursuant to the statutory requirements identified in the vendor contract.

iii. **Payments.** Both the awarded contract holder and subsequent assignee agree that all payments made by participating entities must be made directly to the contract holder, unless otherwise approved by Region 4. Accordingly, both parties acknowledge that in instances where it is necessary to designate the purchases facilitated by assignee, that the contract holder must also be referenced on the purchase order.

iv. **Handling of Proprietary and/or Confidential Information.** In accord with the terms of the contract, both awarded vendor and assignee agree that at all times it will hold in strict confidence and not disclose to any third party Confidential and/or Proprietary information of Region 4, except as approved in writing by Region 4, and will use the Confidential Information for no purpose other than providing services under the contract. Both awarded vendor and assignee shall only permit access to Confidential Information to those of its employees or authorized representatives having a need to know and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein.

This document is to be construed in strict accordance with the terms and conditions outlined in the Region 4/vendor master agreement referenced herein. Both awarded vendor and assignee agree to uphold the vendor obligations set forth in the vendor agreement. This Agreement will become effective when signed by all parties.

**AGREED AND ACCEPTED AS OF THE DATE FIRST SET FORTH ABOVE:**

**Company name of awarded vendor**  
National Office Furniture, Inc.

**Official name of assigned or added company**  
Kimball International Brands, Inc.

BY: *Kourtney Smith*

BY: *Kourtney Smith*

NAME: Kourtney Smith

NAME: Kourtney Smith

TITLE: Chief Operating Officer, Workplace & Health

TITLE: Chief Operating Officer, Workplace & Health

**Region 4 Education Service Center**

BY: *Robert Zingelmann*  
0B1D33BB0130490...

NAME: Robert Zingelmann

TITLE: CFO

DATE: 12/6/2022 | 1:26 PM CST



Kimball NATIONAL. *Etc.* interwoven **poppin.**

Kimball International, Inc.  
1600 Royal Street  
Jasper, IN 47546

November 22, 2022

Robert Zingelmann  
Chief Financial Officer, Finance and Operations Services  
Region 4 Education Service Center  
7145 West Tidwell Road  
Houston, TX 77092

Dear Robert,

Kimball International, Inc. recently launched a new customer-centric go-to-market strategy. This strategy provided as many customers as possible access to the company's full portfolio of Workplace, Education, and Health brands including Kimball, National, Etc., and Interwoven, as well as select products from Poppin, the company's newest addition, which was acquired in December 2020.

As part of this strategy and for the convenience of our customers, we are working through a phased approach to move most contracts to the Kimball International Brands, Inc. entity which is an indirect subsidiary of our publicly traded parent company, Kimball International, Inc. Kimball International Brands, Inc., (formerly known as "Kimball Office Inc.", and "Kimball") and National Office Furniture, Inc. are sister entities.

To provide further clarity regarding the overall structure as it relates to this assignment, an organizational chart is attached. Please note that Kimball International Brands, Inc. operates using tax ID 35-1688210. An updated W9 is attached.

If you have any questions regarding this change, please contact Kelli Jenkins at 812.639.4196 or [Kelli.Jenkins@KimballInternational.com](mailto:Kelli.Jenkins@KimballInternational.com)

Thank you,

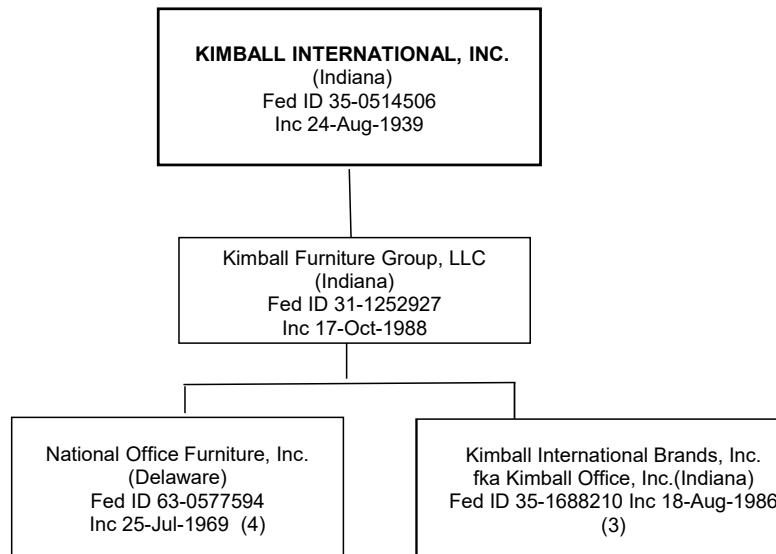
A handwritten signature in black ink that reads "Kelli Jenkins".

Kelli Jenkins  
Trade Manager, Strategic Contract  
Kimball International, Inc.

Enclosures: 2



**Legal Entity Org Chart**  
**November 22, 2022**



Form **W-9**  
 (Rev. October 2018)  
 Department of the Treasury  
 Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

<b>Print or type. See Specific Instructions on page 3.</b>	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Kimball International Brands, Inc.</b>		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate		Exempt payee code (if any) <b>5</b>
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.		Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶ _____		<i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions. <b>1600 Royal Street</b>		Requester's name and address (optional)
6 City, state, and ZIP code <b>Jasper, IN 47546-2256</b>			
7 List account number(s) here (optional)			

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>										
<b>or</b>										
<b>Employer identification number</b>										
3	5		-	1	6	8	8	2	1	0

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <b>11/12/2021</b>

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*