



**STATE OF OKLAHOMA AMENDMENT No. 1 TO STATEWIDE CONTRACT
AMENDMENT CONTRACT WITH THE CMI GROUP.**

This Amendment No. 1 (“Amendment”) to 1118 - Call Center Managed Services (“Contract”) is effective on the date of the last signature below (the “Amendment Effective Date”) and is entered into between the State of Oklahoma by and through the Office of Management and Enterprise Services (“State”) and Harris & Harris, Ltd. (“Supplier”). This Amendment supplements and amends the Contract effective July 26, 2024, including all supplements and amendments thereto. Unless otherwise indicated herein, capitalized terms used in this Amendment without definition shall have the respective meanings specified in the Contract.

WHEREAS, The CMI Group has entered a transaction to which Harris & Harris, Ltd. has acquired substantially all of the assets of the Company; and

WHEREAS, The CMI Group has assigned all rights and obligations under the Contract to Harris & Harris, Ltd.

NOW, THEREFORE, for good and valuable consideration, the parties agree to amend the Contract as follows:

1. Harris & Harris, Ltd. will hereafter be the Supplier under the Contract.
2. In the event of a conflict between the terms and conditions hereof and the terms and conditions of the Contract, the specific terms set forth in this Amendment shall govern the subject matter herein.
3. Except as expressly modified in this Amendment, all terms and/or provisions of the Contract not addressed herein remain as executed by the parties in the Contract and remain in full force and effect.
4. This Amendment may be executed by electronic signature in counterparts (e-mail, facsimile or otherwise). The counterparts each of which shall constitute an original, but all of which together shall constitute one and the same instrument.

The following attachments are incorporated here in support of the Amendment:

Attachment A - Documents supporting transaction and assignment

Attachment B - Certificate of insurance

The undersigned represent and warrant that they are authorized, as representatives of the party on whose behalf they are signing, to sign this Amendment and to bind their respective party thereto:

STATE OF OKLAHOMA
by and through the
OFFICE OF MANAGEMENT AND
ENTERPRISE SERVICES

HARRIS & HARRIS, LTD.

By: 
Amanda Otis (Sep 4, 2024 08:48 CDT)

By: 
David Peters (Sep 4, 2024 08:35 CDT)

Name: Amanda Otis

Name: David Peters

Title: State Purchasing Director

Title: CEO

Date: Sep 4, 2024

Date: Sep 4, 2024

Attachment A



July 19, 2024

State of Oklahoma

Office of Management and Enterprise Services

2401 N. Lincoln Blvd., Suite 118

Oklahoma City, OK 73105

Re: Consent to Assignment

Ladies and Gentlemen:

Reference is made to that certain Contract, by and between The CMI Group, Inc., a Nevada corporation (the “Vendor” or “Supplier”), the State of Oklahoma by and through the Office of Management and Enterprise Services (herein referred to as “you”) (as may be amended, restated, supplemented or otherwise modified from time to time, the “Agreement”).

The Company hereby notifies you that it intends to consummate a transaction pursuant to which Harris & Harris, Ltd., an Illinois corporation (“Buyer”), will acquire substantially all of the assets of the Company (the “Transaction”). The closing of the Transaction (the “Closing”) is currently anticipated to occur in August, 2024. The date on which the Closing actually occurs is herein referred to as the “Closing Date.” As a result of the Transaction, (a) the Company will assign the Agreement to Buyer and (b) Buyer will (i) become a direct party to the Agreement and (ii) continue perform all of the duties and obligations of the Company under the Agreement in accordance with the terms thereof.

Pursuant to the terms of the Agreement, the Company may be required to obtain your consent in connection with an assignment of the Agreement to Buyer (the “Assignment”). Accordingly, in connection with the Transaction, the Company respectfully requests your consent to the Assignment as described herein. Your consent with respect to the Assignment will be effective on the Closing Date, and, if the Closing does not occur, this consent shall be of no force or effect.

By your execution hereof, you hereby: (a) consent to the Assignment, (b) agree that the Transaction shall not constitute a default under the Agreement, (c) waive any and all notice requirements related to the Transaction or the Assignment, or any right to terminate the Agreement as a result of the Transaction or the Assignment and (d) agree that the Agreement shall continue in full force and effect in accordance with its terms, and that Buyer shall continue to enjoy the same rights and benefits and be subject to the same obligations under the Agreement following the Transaction and the Assignment as the Company enjoyed and was subject to prior to the consummation of the Transaction and the Assignment.

The CMI Group, Inc.

Corporate Headquarters | 631 S Royal Lane, 100 | Coppell, TX 75019

Phone: 1-800-377-7713 | www.thecmigroup.com





As you might imagine, the potential Transaction is extremely confidential, and a premature release of information about the Transaction could have an adverse effect on the Company. We would therefore greatly appreciate you not discussing the Transaction or this request with anyone other than the undersigned.

Please acknowledge your consent to the Assignment by signing the duplicate copy of this letter in the signature blank below and return it to me in an envelope at your earliest convenience. We would appreciate it if you would return the signed consent no later than July 31, 2024.

If you have any questions regarding this request, please contact me at cfinney@thecmigroup.com. We appreciate your assistance and cooperation in this matter.

Sincerely,

The CMI Group, Inc.

DocuSigned by:
By: Carrie Finney
Name: Carrie Finney
Its: Chief Executive Officer

The undersigned hereby agrees to the foregoing this ____ day of _____, 2024.

STATE OF OKLAHOMA by and through the OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES

By: Amanda Otis
Amanda Otis (Jul 29, 2024 15:21 CDT)

Name: Amanda Otis

Title: State Purchasing Director

OFFICE OF THE SECRETARY OF STATE



**CERTIFICATE OF GOOD STANDING
FOREIGN FOR PROFIT BUSINESS CORPORATION**

I, THE UNDERSIGNED, Secretary of State of the State of Oklahoma, do hereby certify that I am, by the laws of said State, the custodian of the records of the state of Oklahoma relating to the right of certain business entities to transact business in this state and am the proper officer to execute this certificate.

I FURTHER CERTIFY that HARRIS & HARRIS, LTD., a Foreign For Profit Business Corporation organized and existing by virtue of the laws of the state of IL, whose registered agent is SECRETARY OF STATE, with its registered office at 421 NW 13th St, Suite 210 OKLAHOMA CITY 73103 USA Oklahoma, is duly qualified as a Foreign For Profit Business Corporation to transact business within the state of Oklahoma and is in good standing according to the records of this office.

This certificate is not to be construed as an endorsement, recommendation or notice of approval of the entity's financial condition or business activities and practices. Such information is not available from this office.



IN TESTIMONY WHEREOF, I hereunto set my hand and affixed the Great Seal of the State of Oklahoma, done at the City of Oklahoma City, this 8th, day of August, 2024.

A handwritten signature in black ink, appearing to read "Josh Cady". The signature is written in a cursive style and is positioned above a horizontal line.

Secretary Of State

Request for Taxpayer Identification Number and Certification

Give form to the
 requester. Do not
 send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<p>1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)</p> <p>Harris & Harris, Ltd.</p>	
	<p>2 Business name/disregarded entity name, if different from above.</p>	
	<p>3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership)</p> <p><small>Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.</small></p> <p><input type="checkbox"/> Other (see instructions)</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____</p> <p style="text-align: right;"><i>(Applies to accounts maintained outside the United States.)</i></p>
	<p>3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. <input type="checkbox"/></p>	
	<p>5 Address (number, street, and apt. or suite no.). See instructions.</p> <p>111 West Jackson Blvd. Ste 650</p>	<p>Requester's name and address (optional)</p>
	<p>6 City, state, and ZIP code</p> <p>Chicago, Illinois 60604</p>	
	<p>7 List account number(s) here (optional)</p>	

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.

Social security number									
or									
Employer identification number									
3	6	-	2	6	5	0	4	2	3

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

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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.

Sign Here	Signature of U.S. person <u>Douglas M. Black, C.F.O.</u>	Date <u>April 22, 2024</u>
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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.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/30/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Chicago, IL-Hub International Midwest West 55 East Jackson Boulevard Suite 14th Floor Chicago IL 60604 License#: 100290819 HARR&HA-03	CONTACT NAME: PHONE (A/C, No, Ext): 312-922-5000 FAX (A/C, No): 312-922-5358 E-MAIL ADDRESS: cschicago@hubinternational.com														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Argonaut Insurance Company</td> <td>19801</td> </tr> <tr> <td>INSURER B : RSUI Indemnity Company</td> <td>22314</td> </tr> <tr> <td>INSURER C : Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER D : Chubb National Insurance Company</td> <td>10052</td> </tr> <tr> <td>INSURER E : Sentinel Insurance Company, Ltd.</td> <td>11000</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Argonaut Insurance Company	19801	INSURER B : RSUI Indemnity Company	22314	INSURER C : Continental Casualty Company	20443	INSURER D : Chubb National Insurance Company	10052	INSURER E : Sentinel Insurance Company, Ltd.	11000	INSURER F :
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INSURED H&H Parent, LLC; Harris & Harris, Ltd. 111 W. Jackson Blvd Ste 650 Chicago IL 60604															

COVERAGES **CERTIFICATE NUMBER:** 1056879373 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
E	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			83SBAAF5195	7/19/2024	7/19/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
E	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			83SBAAF5195	7/19/2024	7/19/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
E	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			83SBAAF5195	7/19/2024	7/19/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			71809885	10/31/2023	10/31/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A B C	Directors & Officers Employment Practices Fiduciary			ML4263027-2 NEP707734 652153109	10/31/2023 10/31/2023 2/1/2023	10/31/2024 10/31/2024 10/31/2024	Limit 5,000,000 Limit 3,000,000 Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Crime Policy #: ELU193741-23; Carrier: XL Specialty Insurance Company; Effective date: 10/31/2023-10/31/2024; Limit: \$5,000,000
 Professional Liability Including Technology Errors & Omissions Policy #: PEO-033665-00; Carrier: Homesite Insurance Company; Effective date: 4/30/2024-4/30/2025; Limit: \$5,000,000
 Excess Professional Liability Policy #: HPRO-CX-HS-0000540-00; Carrier: Houston Specialty Insurance Company; Effective date: 4/30/2024-4/30/2025; Limit: \$5,000,000
 Cyber Liability Policy #: CYB-106703; Carrier: Crum & Forster Specialty Insurance Company; Effective date: 10/31/23-10/31/24; Limit: \$5,000,000
 Excess Cyber Liability Policy #: SPR 0926211-02; Carrier: Steadfast Insurance Company; Effective date: 10/31/23-10/31/2024; Limit: \$5,000,000

CERTIFICATE HOLDER Proof of Coverage	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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