



**ASSIGNMENT OF CONTRACT
AMENDMENT # 1**

Between the State of Nevada
Acting By and Through Its

Agency Name:	State of Nevada Department of Administration, Purchasing Division (Lead State)
Address:	515 E. Musser Street, Suite 300
City, State, Zip Code:	Carson City, NV 89701
Contact:	Nancy Feser
Phone:	775-684-0175
Fax:	775-684-0188
Email:	<u>nfeser@admin.nv.gov</u>

and

Contractor Name Assignor:	Aronson Security Group, Inc.
Address:	600 Oakesdale Ave. Southwest, Suite 100
City, State, Zip Code:	Renton, WA 98057
Contact:	Mark Barak, ASG General Counsel
Phone:	206-245-1433
Fax:	206-284-7716
Email:	<u>Mark.barak@aronsonsecurity.com</u>

and

Contractor Name Assignee:	ADT Commercial LLC
Address:	1501 Yamato Road
City, State, Zip Code:	Boca Raton, FL 33431
Contact:	Mark Barak, ASG General Counsel
Phone:	206-245-1433
Fax:	206-284-7716
Email:	<u>mbarak@atd.com</u>

1. **AMENDMENTS.** All provisions of the original contracted date December 12, 2017 remain in full force and effect with the exception of the following:
 - a. **Assignment.** Effective January 1, 2020, Assignor transfers, assigns and delegates all right, title and interest in the original contract to Assignee. Effective January 1, 2020, Assignee accepts the foregoing transfer, assignment and delegation of the original contract and of all right, title and interest accrued, or to accrue, in, to and under the original contract, and hereby covenants to perform all of the terms, conditions and agreements therein contained on its part to be performed. Effective January 1, 2020, Assignee, in consideration of the assignment and the foregoing consent to it, unconditionally and irrevocably assumes the obligations of the original contract and its specifications, as well as any and all obligations and liabilities of Assignor, presently accrued or that may accrue, under and in connection with the original contract, or the performance or failure of performance of, equally and effectually, in all respects, as if Assignee had been originally, and at all later times hereafter, the second party to the original contract, in the place and stead of Assignor, and as if any and all acts, omissions or defaults of Assignor to date had been the acts, omissions or defaults of Assignee.
 - b. **State Assent.** The State hereby ratifies and assents to Assignors' transfer and assignment of all rights and delegation of the performance of all obligations under the original contract to Assignee. All terms, conditions and agreements of the original contract shall be binding upon Assignee as successor in interest to Assignor.
 - c. **Notice.** All notices or other communications required or permitted to be given under the original contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the Assignee at the address set forth above.

2. **INCORPORATED DOCUMENTS.** Exhibit A (Original Contract) is attached hereto, incorporated by reference herein and made a part of this assignment.

IN WITNESS WHEREOF, the parties hereto have caused this assignment of and amendment to the original contract to be signed and intend to be legally bound thereby.

Phil Aronson 12/9/2019 Phil Aronson, Chief Executive Officer
Independent Contractor's Signature Date Independent Contractor's Title
On behalf of Assignor

Phil Aronson 12/9/2019 Phil Aronson, SVP Enterprise Solutions
Independent Contractor's Signature Date Independent Contractor's Title
On behalf of Assignee

State of Nevada (Lead State) Approval:

Kevin D. Doty 12/19/19 NV State Purchasing Administrator
Kevin D. Doty Date Title

Approved as to form by:

[Signature] 17 Dec 19 Deputy Attorney General for Attorney General
Date