

**CONTRACT ASSIGNMENT  
STATE OF NEW YORK  
NEW YORK STATE GAMING COMMISSION  
NYS CONTRACT # C150018**

**THIS CONTRACT ASSIGNMENT** (hereinafter referred to as the "Contract Assignment") is made this 1st day of August, 2017 among (i) the State of New York, acting by and through the New York State Gaming Commission (the "Commission") with offices located at One Broadway Center, Schenectady, NY 12305 (hereinafter referred to as "the State") and (ii) Summit Security Services, Inc. having its principal place of business at 390 RXT Plaza, Uniondale, NY 11556, with Employer Identification Number 13-2896421 and NYS Vendor Number 1000012808, (hereinafter referred to as "Assignor") and (iii) TruView BSI, LLC, having a principal place of business at 25 Newbridge Road, Suite 210, Hicksville, NY 11801, with Employer Identification Number 82-0684693 and NYS Vendor Number 1100187572 (hereinafter referred to as "Assignee"). The State, the Assignor, and the Assignee are hereinafter collectively referred to as "the Parties."

**WHEREAS**, the Assignor entered into a contract (hereinafter referred to as "the Contract") with the Commission for Background Investigation Services of Video Lottery Gaming Licensees with the Commission for specified consideration, all as fully described in the Contract; and

**WHEREAS**, the Assignor desires to assign the Contract to the Assignee, upon the consent of the State; and

**WHEREAS**, the Assignee desires to accept the assignment of the Contract from the Assignor, upon the consent of the State; and

**WHEREAS**, the State has determined that the Assignee is a responsible vendor that has the capacity and capability to perform the Contract.

**NOW WITNESSETH** that the Parties agree as follows:

1. The Assignor, for good and valuable consideration, does hereby assign, transfer and set over unto the Assignee all rights, title and interest in the Contract.
2. The Assignor warrants and represents there are no known liens against the Contract or against Assignor relating to the Contract at this time and Assignor has no reason to believe any such liens will be filed in the future, which may result in a finding this Contract Assignment was made to avoid payment of such liens.
3. The Assignee shall provide all of the contract deliverables and comply with all the duties, obligations and requirements set forth in the Contract.
4. The Assignee assumes all responsibilities with regard to manner of performance of the Contract, including but not limited to, and only where applicable, professional liability and the furnishing valid certificates of insurance and bonds thereof to be effective as of the date this Contract Assignment is approved as described below, or on some other date agreed to by the parties, provided however, that there shall be no lapse or gaps in coverage afforded under such bonds and insurance to the State.

5. The Assignee shall defend, indemnify and save the State harmless from any claims, damages or causes of actions that the Assignor heretofore had, has or hereafter may have against the State arising out of the Contract.
6. The State reserves any and all rights of any kind or nature whatsoever which it may have against the Assignor and the State's consent to the assignment of the Contract is expressly conditioned upon the understanding that the Contract Assignment shall not operate to discharge any claims, demands or causes of action the State heretofore had, now has, or hereafter may have against the Assignor for or by any reason or any matter or thing whatsoever.
7. The effective date of the Contract Assignment, for payment purposes, is August 1, 2017.
8. Pursuant to State Finance Law §§139-j and 139-k, an assignment is a "governmental procurement" and, therefore, there are certain restrictions on communications during the assignment process. Both Assignor and Assignee are restricted from making "contacts" from the earliest notice of intent to assign the Contract through final approval of the Contract Assignment by the State ("restricted period") to other than designated staff unless it is a contact that is included among the statutory exceptions set forth in State Finance Law §139-j (3) (a). Designated staff, as of the date hereof, is identified in the "Contract Assignment Directions." These provisions also require that State employees obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Assignee. Certain findings of non-responsibility may result in rejection of an Assignment and, in the event of two findings of non-responsibility within a four-year period, the Contractor is debarred from obtaining any governmental procurement contracts. Further information about these requirements, including the certification that must be filed by the Assignee, in accordance with New York State Finance Law §139-k, can be found on the OGS website:  
[www.ogs.ny.gov/aboutOgs/regulations/defaultAdvisoryCouncil.html](http://www.ogs.ny.gov/aboutOgs/regulations/defaultAdvisoryCouncil.html)

The State reserves the right to terminate the Contract in the event it is found that the certification filed by the Assignee in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the State may exercise its termination right by providing written notification to the Assignee in accordance with the written notification terms of the Contract.

9. The Contract Assignment is subject to approval by the Attorney General and the Comptroller of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused the Contract Assignment to be duly executed on the day and year first above written.

ASSIGNOR: Summit Security Services, Inc.

By: *John Auletto* Co-President  
Signer, Title

ASSIGNEE: TruView BSI, LLC

By: *[Signature]*, PRESIDENT  
Signer, Title

STATE AGENCY: New York State Gaming Commission

By: *[Signature]* Acting Ex Director  
Signer, Title

APPROVED:

For the Attorney General  
APPROVED AS TO FORM  
NYS ATTORNEY GENERAL  
OCT 16 2017  
By: *Benjamin L. Maggi*  
Date: \_\_\_\_\_  
BENJAMIN L. MAGGI  
ASSISTANT ATTORNEY GENERAL

For the State Comptroller  
APPROVED  
DEPT. OF AUDIT & CONTROL  
NOV 15 2017  
By: *[Signature]*  
Date: \_\_\_\_\_  
FOR THE STATE COMPTROLLER  
C150018

### Acknowledgement

**ASSIGNEE: TruView BSI, LLC**

**ACKNOWLEDGEMENT BY INDIVIDUAL  
STATE OF NEW YORK )**

SS.:  
COUNTY OF )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_, to me known and known to me to be the person described in and who executed the foregoing instrument and he/she acknowledged to me that he/she executed the same.

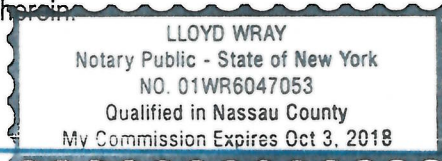
\_\_\_\_\_  
Notary Public

**ACKNOWLEDGEMENT BY UNINCORPORATED ASSOCIATION  
STATE OF NEW YORK )**

SS.:  
COUNTY OF ) Nassau

On this 18<sup>th</sup> day of August, 2017, before me personally came NICHOLAS M AUGUSTA, to me known and known to me to be the person described in and who executed the above instrument, who, being duly sworn by me, did for himself/herself depose and say that he/she is a member of the firm of TruView BSI, LLC and that he/she executed the foregoing instrument in the firm name of TruView BSI, LLC, and that he/she had authority to sign same, and he/she did duly acknowledge to me that he/she executed the same as the act and deed of said firm of TruView BSI, LLC, for the uses and purposes mentioned therein.

Lloyd Wray  
\_\_\_\_\_  
Notary Public



**ACKNOWLEDGEMENT BY CORPORATION  
STATE OF NEW YORK )**

SS.:  
COUNTY OF )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_, before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn did depose and say that he/she resides in \_\_\_\_\_; that he/she is the \_\_\_\_\_ of the \_\_\_\_\_, the corporation described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such a corporate seal, that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

\_\_\_\_\_  
Notary Public

### Acknowledgement

**ASSIGNOR: Summit Security Services, Inc.**

**ACKNOWLEDGEMENT BY INDIVIDUAL  
(STATE OF NEW YORK)**

SS.:  
COUNTY OF )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_, to me known and known to me to be the person described in and who executed the foregoing instrument and he/she acknowledged to me that he/she executed the same.

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGEMENT BY UNINCORPORATED ASSOCIATION  
(STATE OF NEW YORK)**

SS.:  
COUNTY OF )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_, to me known and known to me to be the person described in and who executed the above instrument, who, being duly sworn by me, did for himself/herself depose and say that he/she is a member of the firm of \_\_\_\_\_ and that he/she executed the foregoing instrument in the firm name of \_\_\_\_\_, and that he/she had authority to sign same, and he/she did duly acknowledge to me that he/she executed the same as the act and deed of said firm of \_\_\_\_\_, for the uses and purposes mentioned therein.

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGEMENT BY CORPORATION  
(STATE OF NEW YORK)**

SS.:  
COUNTY OF Nassau

On this 16 day of August, in the year 2017 before me personally came ROBERT L. Anlette, to me known, who, being by me duly sworn did depose and say that he/she resides in Nassau County; that he/she is the Co - President of the Summit Security Services, Inc. the corporation described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such a corporate seal, that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

Kimberley A Klimiuk  
Notary Public

**KIMBERLEY A KLIMIUK**  
Notary Public, State of New York  
Registration No. 01-KL6326597  
Qualified in Nassau County  
Commission Expires June 22, 2019