

## **ASSIGNMENT AND ACCEPTANCE OF ASSIGNMENT**

This Agreement is between **PUEBLO RESCUE MISSION**, a Colorado non-profit Corporation (Mission) acting as Assignor and **SafeSide Foundation** a Colorado non-profit Corporation (SafeSide) acting as Assignee.

### **ARTICLE I RECITALS**

- 1.1 Assignor:** Pueblo Rescue Mission is a Colorado non-profit corporation and is in the process of dissolution of its corporate status. The Articles of Incorporation provide that upon dissolution the assets of the Corporation may be distributed to a qualifying non-profit corporation.
- 1.2 Assignee:** SafeSide is a Colorado non-profit Corporation and in acting as Assignee is qualified to and shall receive the Assigned Assets.

### **ARTICLE II ASSIGNMENT**

- 2.1 Assets:** Mission hereby assigns to SafeSide the assets listed on Exhibit A, attached hereto and incorporated herein. (Assigned Assets):
- 2.2 No Reservation:** The assignment of the assets includes all right, title, and interest in and to the Assigned Assets without limitation or reservation of rights by Mission.
- 2.3 Consideration:** Assignor and Assignee acknowledge that good and sufficient consideration, the receipt of which is acknowledged, exists for the Assignment and Acceptance of Assignment
- 2.4 Effective Date:** The assignment of the Assigned Assets shall be effective December 31, 2024 regardless of the dates of signatures on this Assignment or the date of possession of the Assigned Assts.
- 2.5 Title:** Mission represents and warrants to SafeSide that Mission is the sole owner of and has good and marketable title to the Assigned Assets, free and clear of any taxes, liens, security interest, rights of third parties, equities, claims, demands and encumbrances, except for personal property taxes, if any, for the current year and those matters of record.
- 2.6 Authority:** Mission represents and warrants to SafeSide that Mission has full power and authority to enter into this Assignment Agreement and to make the assignment contemplated herein and to complete the undertakings required and that this assignment will not contravene or cause a breach of any covenant, obligation or agreement of or affecting the Assigned Assets. This Assignment Agreement has

been approved by the duly constituted Board of Directors of Mission as part of its Plan of dissolution.

- 2.7 No Liabilities:** Mission does not assign to SafeSide any liability, debt, or obligation, other than the obligation of continued maintenance of and insurance for the Assigned Assets. Mission shall remain solely responsible for its other corporate debts and liabilities.

### **ARTICLE III ACCEPTANCE OF ASSIGNMENT**

- 3.1 Acceptance:** SafeSide as Assignee hereby accepts the assignment of the Assigned Assets and accepts all right, title and interest in and to the Assigned Assets.
- 3.2 Authority:** SafeSide represents and warrants to Mission that SafeSide has full power and authority to enter into this agreement and to accept the assignment contemplated herein and to complete the undertakings required and that this acceptance of assignment will not contravene or cause a breach of any covenant, obligation or agreement of or affecting the Assigned Assets. This Assignment Agreement has been approved by the Board of Directors of SafeSide.
- 3.3 Possession:** SafeSide shall be solely responsible for taking possession of and transporting, if needed, the Assigned Assets that are presently located at 728 West 4<sup>th</sup> Street, Pueblo Colorado 81003 and is solely responsible for the cost associated with the possession or transportation. Mission shall cooperate with making the Assigned Assets available for possession of SafeSide.
- 3.4 As Is Condition:** The Assigned Assets are given and accepted in the present "as is/where is condition". Mission makes no representation or warranty as to the condition of any Assigned Asset and disclaims any warranty including suitability for a specific purpose.
- 3.5 No Liabilities:** SafeSide does not, by this Acceptance of Assignment, assume responsibility for any of Mission's debts or obligations which remain the sole and separate debt and obligations of Mission. SafeSide shall be responsible for the continued maintenance of and insurance obligations for the Assigned Assets as SafeSide deems appropriate.
- 3.6 Use:** SafeSide represents that will use the Assigned Assets in furtherance of its charitable mission and shall dispose of any Assigned Asset in compliance with its Articles of Incorporation or Bylaws.

**ARTICLE IV  
MISCELLANEOUS**

**4.1 Binding Effect:** This agreement shall be binding upon and inure to the benefit of the successors, assigns, distributees, heirs, legal representatives, executors and administrators of the parties hereto.

**4.2 Severability:** If any provision of this Agreement or the application thereof shall to any extent be invalid or unenforceable the remainder of this agreement and the application of such provision other than those to which it is held invalid or unenforceable shall not be affected thereby and each provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.

**4.3 Governing Law:** This agreement shall be governed by and construed in accordance with the laws of the state of Colorado.

Dated Dec. 31, 2024

Assignor: Pueblo Rescue Mission

  
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Ken Wood - Board President

Dated December 31, 2024

Assignees: SafeSide Foundation

  
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Tawnya Trahan - CEO



## 728 Building

### Men's dorm

Bunks	29
Lockers	66
Large locking cabinet	2
Rolling Carts	2

### Main day hall

Folding tables	4
Folding chairs	32
TV	1
Cots	12
Shelves	4
Coffee machine	2
Toaster	1

### Front office

Four drawer File Cabinet	1
Desks	3
mini fridge	2
Rolling clothing racks	3
Printer	1
Computer	2
Office chairs	4
Wireless phone handsets	3
Security monitoring TV	2
shredder	1
Body Cams	4
safe	1

### Ladies Dorm

Beds	14
Lockers	24
Washers	2
Dryers	3
Large Freezer	2
Four drawer file cabinet	8
Camera monitoring system	1
Food Storage/Pantry Racks	5

### Ladies day hall

Folding tables	4
Folding chairs	12
Shelves	2
Rolling clothing racks	3
Large locking cabinet	1
Metal detector	1
TV	1
mini fridge	3
Security monitoring TV	1
cots	7
mattresses	4
microwave	1

### Ladies Dorm Utility Closet

Industrial Freezer	1
Residential Freezer	1
Security System	1
Handcart	1
kobalt Tool/Work Bench	1

## 710 Building

### Warming Shelter

Bunks	11
Cots	23
Metal detector	1
TV	1
Tables	2

### Drop-in Center

Laptop	1
Pepsi Frig	1
Ping Pong table	1
Chairs	26
Tables	8

Popcorn Maker	1
Micro wave	2
Coffee Maker	1
Guitars	3
Grill	1
Large locking cabi	1

### Vehicles

2024 Kia Carnival VIN KNDNB4H32R6303572  
Upon Dissolution donated to Safeside Foundation

2000 Dodge Van VIN 2B5WB35Z6YK180052  
Donated to Crazy Faith Street Ministry Dec. 30, 2024

1998 Ford E-150 VIN 1FDRE1466WHB21120  
Donated to Crazy Faith Street Ministry Dec. 30, 2024

Exhibit A

TLT

Tools: DeWalt Drill	2
Tools: Craftsman Wrench Set (2	1
Tools: Kobalt bit box	1
Tools: Industrial drain snake	1
Tools: Floorfan/dryer	1
Tools: DeWalt wet Vac	1
CPU/Computer	1
Dell laptop	1
Box of Tools	1

### **Case Manager/Back office**

HP Computer	1
lexmark printer	1
postage printer	1
Acer monitor	1
Desk	1
Lateral file	1
Four drawer file cabinet	1
Two drawer file cabinet	1
Shelves	1
Chairs	2
mini fridge	1

### **Kitchen**

Gas Stove	1
Lateral fridge/prep station	2
Large fridge	2
Ice machine	1
Microwave	1
Deep fryer	1
Rolling rack	2
Storage rack	1
stainless steel tables	4
stainless steel sinks	4

### **Utility Closet**

Buckets	2
Mops	4
Storage rack	1