

**ASSIGNMENT AND ASSUMPTION AGREEMENT REGARDING
TRANSFER OF OWNERSHIP OF RETIRED POLICE DOG THOR**

This ASSIGNMENT AND ASSUMPTION AGREEMENT REGARDING TRANSFER OF OWNERSHIP OF RETIRED POLICE DOG THOR (“Agreement”), effective as of November 1, 2022 (“Effective Date”), is by and between the VILLAGE OF LOMBARD, an Illinois municipal corporation (“Village”), WARRIOR DOG FOUNDATION, CFC# 34063, a Texas not-for-profit corporation (“Warrior”), and PATRIOT K9 RESCUE, INC, a Pennsylvania not-for-profit corporation (“Patriot”). The Village, Warrior and Patriot may sometimes be referred to herein individually as a “Party” or collectively as the “Parties.”

WHEREAS, the Village and Patriot entered into a Transfer of Ownership Agreement regarding Thor on or about October 6, 2022 (the “Transfer of Ownership Agreement”). A true and accurate copy of the Transfer of Ownership Agreement is attached hereto as Exhibit A and made a part hereof; and

WHEREAS, on October 9, 2022 at 8:30 p.m., the Village delivered Thor to Patriot pursuant to the Transfer of Ownership Agreement. Patriot had custody and control of Thor from October 9, 2022 at approximately 8:30 PM (ET) to October 11, 2022 at approximately 7:00 AM (ET) (the “Patriot Possession Period”); and

WHEREAS, based on Patriot’s evaluation of Thor, the Parties have determined that it is in the best interests of Thor that Warrior, a not-for-profit corporation specializing in the care of retired police and military dogs, care for Thor during his retirement pursuant to the Transfer of Ownership Agreement; and

WHEREAS, Patriot desires to assign all of its rights and obligations under the Transfer of Ownership Agreement to Warrior, Warrior wishes to accept the assignment pursuant to the terms and conditions of this Agreement and the Village desires to consent to said assignment; and

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment and Assumption. Patriot hereby assigns and transfers to Warrior all of Patriot’s right, title, and interest in and to Thor pursuant to the Transfer of Ownership Agreement. Subject to the indemnification provisions in Section 3 and Section 4 below, Warrior hereby accepts such assignment and assumes all of Patriot’s rights, duties and obligations under the Transfer of Ownership Agreement and agrees to perform and discharge, as and when due, all of the obligations of Patriot under the Transfer of Ownership Agreement accruing on and after the Effective Date of this Agreement.

2. Consent to Assignment of Transfer of Ownership Agreement. Subject to the provisions of this Agreement, the Village hereby consents to Patriot’s assignment of its rights and obligations under the Transfer of Ownership Agreement to Warrior.

3. Village Indemnification of Warrior. The Village shall defend, indemnify and hold harmless Warrior, its officers, directors, servants, agents, successors, assigns and employees thereof, respectively, both in their capacities as corporate representatives and as individuals, from and against any and all civil liabilities, actions, responsibilities, obligations, losses, damages and claims, and all costs and expenses (including but not limited to attorneys' fees and expenses) pursuant to any claim of property damage, personal injury, death or bodily harm, whether asserted or unasserted, direct or indirect, existing or inchoate, known or unknown, that arise as the result of an incident occurring prior to physical custody of Thor being passed to Warrior by the Village, except for that which arises as a result of an incident occurring during the Patriot Possession Period.

4. Patriot Indemnification of Warrior. Patriot shall defend, indemnify and hold harmless Warrior, its officers, directors, servants, agents, successors, assigns and employees thereof, respectively, both in their capacities as corporate representatives and as individuals, from and against any and all civil liabilities, actions, responsibilities, obligations, losses, damages and claims, and all costs and expenses (including but not limited to attorneys' fees and expenses) pursuant to any claim of property damage, personal injury, death or bodily harm, whether asserted or unasserted, direct or indirect, existing or inchoate, known or unknown, that arise as the result of an incident occurring during the Patriot Possession Period.

5. Delivery of Possession of Thor. The Village shall deliver possession of Thor to Warrior in a manner and at a time that is mutually acceptable to the Village and Warrior. Warrior shall have no responsibility for Thor until such time as possession of Thor is delivered to Warrior by the Village. In the event that the Village does not deliver, or Warrior does accept, possession of Thor by November 5, 2022, this Agreement shall be null and void.

6. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date of this Agreement.

WARRIOR DOG FOUNDATION

PATRIOT K9 RESCUE, INC.

By Laura M Sellards
Name: Laura M Sellards
Title: President

By _____
Name: _____
Title: President

VILLAGE OF LOMBARD

By _____
Name: Scott Niehaus
Title: Village Manager

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thereof, respectively, both in their capacities as corporate representatives and as individuals, from and against any and all civil liabilities, actions, responsibilities, obligations, losses, damages and claims, and all costs and expenses (including but not limited to attorneys' fees and expenses) pursuant to any claim of property damage, personal injury, death or bodily harm, whether asserted or unasserted, direct or indirect, existing or inchoate, known or unknown, that arise as the result of an incident occurring prior to physical custody of Thor being passed to Warrior by the Village, except for that which arises as a result of an incident occurring during the Patriot Possession Period.

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WARRIOR DOG FOUNDATION

PATRIOT K9 RESCUE, INC.

By _____
Name: _____
Title: President

By _____
Name: _____
Title: President

VILLAGE OF LOMBARD

By Scott Niehaus
Name: Scott Niehaus
Title: Village Manager

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WARRIOR DOG FOUNDATION

By _____
Name: _____
Title: President

PATRIOT K9 RESCUE, INC.

By Paul Oldt
Name: Paul Oldt
Title: President

VILLAGE OF LOMBARD

By _____
Name: Scott Niehaus
Title: Village Manager