

TRANSFER AGREEMENT

THIS AGREEMENT effective as of the 25th day of June, 2024.

B E T W E E N:

THE CORPORATION OF THE COUNTY OF MIDDLESEX

- AND -

THE CORPORATION OF THE MUNICIPALITY OF SOUTHWEST MIDDLESEX

(collectively referred to as the "**Parties**")

WHEREAS:

- A. The Corporation of the County of the Middlesex (hereinafter referred to as the "**County**") is an upper-tier municipality as defined by the *Municipal Act*, 2001, SO 2001, c. 25;
- B. The Corporation of the Municipality of Southwest Middlesex (hereinafter referred to as the "**Southwest Middlesex**") is a lower-tier municipality in the Province of Ontario, as defined by the *Municipal Act*;
- C. The County obtained federal funding for providing Electric Vehicle Charging Stations to local municipalities, including Southwest Middlesex;
- D. The County is the current owner of two (2) EV Chargers, identified as EV Charger #AAB-26184 and EV Charger #AAB-26439 (hereinafter referred to as the "**Assets**").
- E. The Assets were installed by J.D. Electric Inc. in Southwest Middlesex at 153 McKellar Street in Glencoe, Ontario.
- F. The County wishes to transfer and Southwest Middlesex wishes to acquire ownership of the Assets on the terms and conditions hereinafter set forth.
- G. The Parties have determined that Southwest Middlesex will acquire ownership of the Assets on June 27, 2024 at 4:00PM (the "**Closing**") for TEN CANADIAN DOLLARS (\$10) and for other good and valuable consideration, including the covenants herein.

NOW THEREFORE this Agreement witnesseth that in consideration of the covenants and conditions hereinafter, the Parties hereby agree with the following:

1. The above recitals are true and hereby incorporated into this Agreement by reference.
2. The County hereby transfers, assigns, and sets over to Southwest Middlesex and Southwest Middlesex agrees to acquire from the County, on the terms and conditions hereafter contained,

as of the Effective Date all rights, title, interest, and obligations with respect to the Assets.

3. The transaction shall close at June 27, 2024 at 04:00PM.
4. Southwest Middlesex has had a sufficient period to review the Assets and confirm that the Assets are sufficient for transfer. The County shall have no further obligation to perform under this Agreement.
5. The County represents and warrants to Southwest Middlesex that:
 - a) The County is the sole owner of the Assets with good and marketable title, free and clear of all encumbrances;
 - b) The County has no outstanding liabilities, liens, judgments, or obligations that directly or indirectly affect the Assets;
 - c) All taxes related to the Assets have been paid in full;
 - d) The County holds a fiduciary duty in the best interests of the Southwest Middlesex and shall in no way conduct any action that would disrupt the on-going status of the Assets' value or condition. This obligation shall continue until the Closing;
 - e) To the County's knowledge, there are no current legal proceedings, or pending investigations against the County or brought by the County affecting any of the Assets; and
 - f) The County has the power and authority to transfer the Assets to Southwest Middlesex.
6. Southwest Middlesex represents and warrants to the County that:
 - a) Southwest Middlesex has the power and authority to acquire the Assets from the County; and
 - b) All actions, proceedings, instruments, and documents required to carry out this Agreement, or incidental thereto, and all other related legal matters shall have been approved by Council for Southwest Middlesex.
7. The Parties acknowledge that, as of the date of this Agreement, the Assets have not been adversely affected in any material way as a result of any fire, accident, flood, or other casualty or act of God. In the event that any fire, accident, flood, or other casualty or act of God occurs before Closing, the County shall assign or pay over to Southwest Middlesex the proceeds of any insurance or any condemnation proceeds with respect to any casualty involving the Assets that occur after the date hereof.
8. Upon Closing, Southwest Middlesex shall be responsible for any loss, damage, upgrades, replacement, or maintenance of the assets.
9. Upon Closing, the Assets shall no longer remain the property of the County. The Parties agree that the County shall no longer be responsible for any loss, damage, upgrades, replacement, or maintenance of the Assets.
10. Southwest Middlesex agrees to jointly and severally indemnify and hold the County harmless from any and all claims of any nature whatsoever.
11. Any information that is obtained by Southwest Middlesex through the County shall be returned if there is no Closing.
12. A bill of sale shall be delivered at the Closing that shall transfer all the Assets mentioned in this Agreement and free and clear of all encumbrances. The County shall include any and all

certificates and titles with the transfer of the Assets to be placed in the name of Southwest Middlesex.

13. If a dispute arises under this Transfer Agreement, the Parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Middlesex County. Any costs and fees other than legal fees associated with the mediation shall be shared equally by the parties. If the dispute is not resolved through mediation, the parties agree to submit the dispute to binding arbitration in Middlesex County pursuant to the *Arbitration Act*, 1991, S.O, c 17.
14. This Transfer Agreement constitutes the entire agreement between the Parties pertaining to the transfer of the Assets and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written. The Parties acknowledge that there are no representations, warranties, or other agreements between the Parties in connection with the subject matter of this Transfer Agreement and that no Party has been induced to enter into this Agreement in reliance on, and there will be no liability assessed, either in tort or contract, with respect to any warranty, representation, opinion, advice or assertion of fact, except to the extent it has been reduced to writing and included as a term in this Transfer Agreement. Except as amended in writing, the terms of this Transfer Agreement shall remain in full force and effect.
15. This Transfer Agreement shall enure to the benefit of and be binding upon the Parties hereto.
16. This Transfer Agreement contains all the terms agreed to by the Parties relating to its subject matter including any attachments or addendums. This Transfer Agreement replaces all previous discussions, understandings, and oral agreements.
17. This Transfer Agreement and the rights of the Parties hereunder shall be governed by and construed according to the laws of the Province of Ontario.

[ONE (1) ENDORSEMENT PAGE FOLLOWS]

IN WITNESS THEREOF this Agreement has been executed by the Parties hereto on the date(s) set out below and the Parties Agree that this Agreement shall be effective on the date set out at the top of page one (1) of this Agreement.

THE CORPORATION OF THE COUNTY OF MIDDLESEX

June 25, 2024

Address for Service:
Administration Offices
399 Ridout Street North
London, ON N6A 2P1

Per: _____

**Cara Finn,
Director of Economic Development**

I have delegated authority from Council to bind the Corporation

**THE CORPORATION OF THE MUNICIPALITY OF
SOUTHWEST MIDDLESEX**

June ____, 2024

Address for Service:
153 McKellar Street
Glencoe, ON N0L
1M0

Per: _____

JBrick Consulting, Interim CAO

I have delegated authority to bind the Corporation