

Schedule A

[Letter Head of Offeror]

Date of Letter:

The Corporation of the City of Orillia
50 Andrew Street South, Suite 300
ORILLIA, Ontario, L3V 7T5

Attention: Dan Kirby
Assist City Solicitor

Re: Letter of Intent

This letter of intent is to set out general terms and conditions of the proposed purchase of a part of Horne Business Park Lands, by [Name of Offeror] (“Offeror”). This letter is not intended to constitute a binding offer or agreement.

- 1. Name of Bidder:**
- 2. Company and Company Description:**
- 3. Address:**
- 4. Phone Number:**
- 5. Email Address:**
- 6. Proposed Size of Land to be Purchased in Acres:**
- 7. Proposed Location of Land to be Purchased as Conceptualized on Schedule A:**
- 8. Proposed Purchase Price in Canadian Dollars:**
- 9. Proposed Down Payment:**
- 10. Proposed Closing Date:**
- 11. Proposed Terms and Conditions in favour of the Offeror:**

Optional Information

- 12. Proposed Use of Property:**
- 13. Potential Employment Numbers and Types of Jobs:**
- 14. Proposed Development Start and End Date:**

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The purpose of this letter is to identify key terms and considerations, that the Corporation of the City of Orillia, using its sole discretion, will use to evaluate whether an offer is satisfactory and can proceed to negotiations of a formal Agreement of Purchase and Sale, execution of the same will be subject to approval from Council of the City of Orillia. Terms and conditions shall be negotiated in the formal Purchase and Sale Agreement. For clarity, the City reserves the right to reject any or all Letters of Intent at its sole discretion.

This letter contains an outline of terms only and, shall not be legally binding upon any party hereto. The Offeror represents and warrants that it is duly authorized and has all necessary power and authority to execute and deliver this letter and to perform its obligations hereunder. It is expressly agreed and acknowledged that no agreement or meeting of the minds has been reached. Accordingly, if for any reason whatsoever the purchase of any Horne Business Park Lands is not consummated, no party hereto shall be entitled to any form of relief whatsoever, including, without limitation, injunctive relief or damages.

The Offeror cannot transfer or assign its rights or obligations provided for in this letter without the prior written consent of the City.

The Offeror shall bear its own expenses incurred in connection with this letter, including, without limitation, the charges of their respective legal counsel, accountants, financial advisors and finders.

Offeror

Per: _____

Name:

Title: