

Reply to the Attention of Direct Line Email Address Our File No. Date

Gillian Eliahoo 647.943.8066 Gillian.eliahoo@mcmillan.ca 281016 February 16, 2023

Delivered by Email: ramsor8573@gmail.com

Rajesh Ramsoondar 23 Neopolitan Rd Brampton, ON L6Y 5N9

RE: Amacon Development (City Centre) Corp. (the "Vendor") sale to Rajesh Ramsoondar (the "Purchaser") Unit 13, Level 3, PSCP TBR, City of Mississauga Suite 313, Voya – Building 2 (the "Suite")

Please be advised that we are the solicitors acting on behalf of the Vendor in the above noted transaction.

As you may be aware, non-sufficient funds have been issued for the following Deposits pursuant to the agreement of purchase and sale accepted on February 28, 2022, between the Vendor and the Purchaser, as amended from time to time (the "**Purchase Agreement**") and you have failed to provide replacement cheques for the following required Deposit Cheques:

- Paragraph 1(b) of the Purchase Agreement Deposit representing the balance of 5% of the Purchase Price (in the amount of \$29,795.00) payable on the 30th day following execution of the Purchase Agreement (the "NSF Second Deposit Cheque");
- Paragraph 1(c) of the Purchase Agreement Deposit representing 2.5% of the Purchase Price (in the amount of \$17,398.00) payable on the 90th day following execution of the Purchase Agreement (the "**NSF Third Deposit Cheque**");
- Paragraph 1(d) of the Purchase Agreement Deposit representing 2.5% of the Purchase Price (in the amount of \$17,398.00) payable on the 180th day following execution of the Purchase Agreement (the "NSF Fourth Deposit Cheque");
- Paragraph 1(e) of the Purchase Agreement Deposit representing 2.5% of the Purchase Price (in the amount of \$17,398.00) payable on the 240th day following execution of the Purchase Agreement (the "**NSF Fifth Deposit Cheque**");

together the "NSF Deposit Cheques").

The Vendor had reached out to you and made a request for the replacement cheques for the NSF Deposit Cheques. We confirm that as of the date of this letter, neither the Vendor nor McMillan LLP have received replacement cheques for the NSF Deposit Cheques.

This letter shall serve as your final notice that the replacement cheques for the NSF Deposit Cheques must be provided to the Vendor at the Sales Office (465 Burnhamthorpe Road W., Mississauga ON L5B 0E3) on or before February 23, 2023 by way of certified cheque or bank draft in the amount of \$81,989.00, made payable to "McMillan LLP, in trust".

If you fail to do so, you shall be in default under the terms of Section 8.1 of Schedule "B" to the Purchase Agreement and the Vendor reserves all of its rights and remedies against you at law or in equity, including without limitation, declaring the Purchase Agreement at an end, retaining any monies paid by you, including the Deposit together with all Interest, requiring the performance of the Purchase Agreement and/or payment of damages for breach of the Purchase Agreement, recovering all damages and losses arising from the default under the Purchase Agreement, and recovering the Vendor's full indemnity costs against you.

All capitalized terms used but not defined herein shall have the meaning ascribed thereto in the Purchase Agreement.

Yours very truly,

McMillan LLP

Gillian Eliahoo *
Gillian Eliahoo
Counsel

* Executed pursuant to the Electronic Commerce Act