

Replaced

October 7, 2008

SENT BY MAIL & BY REGISTERED MAIL

COLE

Unit 5, Level 27, Suite 2805, Tower 1, Mississauga

As a result of the foregoing, you are in default of the provisions of the Agreement of Purchase and Sale. In accordance with the terms of the Agreement of Purchase and Sale, you are hereby provided with written notice of the default and are required to remedy such default and provide a replacement payment by no later than five (5) days from the date of this letter. In this regard if a certified cheque in the amount of \$7,000.00 representing payment of the outstanding second deposit, payable to Harris, Sheaffer LLP, in Trust, is not delivered to our office, our client will consider the Agreement of Purchase and sale terminated and no further notice of such termination shall be provided to you. Furthermore, all deposit monies paid to date will be forfeited to our client and our client will further look to you for any damages incurred as a result of your default. Our client will also take steps to re-sell the Unit.

Yours very truly,

~~Jeffrey P. Silver~~

cc. Sunny Patheja

DAVID R. WOLFISH (1985 - 1997)	STEPHEN M. KARR	MARTIN E. HOUSER	MARK L. KAROLY	MICHAEL J. BAUM	DAVID A. MANDELL
BARRY ROTENBERG	GARY H. HARRIS	ROBERT D. SHEAFFER	PHILIP J. DRAPER	MARK E. FREEDMAN	JEFFREY P. SILVER