

September 10, 2019

**BY REGISTERED MAIL**Anoshan Alfred  
29 Swenson Street  
Alliston, Ontario  
L9R 0J6

Dear Sir or Madam:

**Re:** Amacon Development (City Centre) Corp. sale to Anoshan Alfred  
Dwelling unit 16 Level 4  
Suite 416, 430 Square One Drive, Mississauga, Ontario  
Avia Tower One

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We are the solicitors for the Vendor, Amacon Development (City Centre) Corp., in connection with your purchase under the Agreement of Purchase and Sale dated April 14, 2019.

By this letter we advise that you are in ongoing default for failing to deliver the replacement deposit cheques for the deposits that were returned by your bank marked NSF; including NSF Fees in the aggregate amount of **(\$49,152.00 + \$1,695.00 = \$50,847.00)** required under the Agreement of Purchase and Sale. The Vendor's sales representative has made several attempts to contact you and your agent to bring your Agreement up to date with no success. We delivered notice of default to you by registered mail on May 10, 2019, May 16, 2019 and July 18, 2019 respectively. We confirm that we have not received any replacement deposit to date. The below deposits, required by the Agreement terms, remain outstanding:

Deposit	Amount	NSF Legal Fee \$500.00 plus HST	Deposit Due Date	Status
1st deposit	\$5,000.00	\$565.00	May 8, 2019	Returned and marked NSF on May 10, 2019 - Replacement Cheque Outstanding
2nd deposit	\$25,720.00	\$565.00	May 14, 2019	Returned and marked NSF on May 16, 2019 - Replacement Cheque Outstanding
3rd deposit	\$18,432.00	\$565.00	July 15, 2019	Returned and marked NSF on July 15, 2019 - Replacement Cheque Outstanding
<b>Total Outstanding</b>	<b>\$49,152.00</b>	<b>\$1,695.00</b>		

We confirm we have the following post-dated cheques in our file:

Deposit	Amount	Deposit Due Date	Status
4th deposit	\$18,432.00	October 11, 2019	Post-dated Cheque
5th deposit	\$18,432.00	April 13, 2020	Post-dated Cheque
6th deposit	\$18,432.00	April 5, 2021	Post-dated Cheque

The Vendor has provided several indulgences of time to deliver the replacement deposits, without receipt of same. Accordingly, the Vendor has instructed us to advise as a final notice to you that the total outstanding deposits amount of **\$49,152.00** by way of certified cheque drawn on a Canadian Bank must be received in our office, along with a separate certified cheque in the amount of **\$1,695.00** for the NSF legal fees, by no later than Wednesday, September 19, 2019, 5 pm, failing which, the Agreement will be terminated for the ongoing default and all deposits on hand and cleared will be forfeited to the Vendor as a pre-estimate of liquidated damages and not as a penalty, without prejudice to such further and other action as may be available to the Vendor pursuant to the provisions of the Agreement and at law, as a result of the default. Our client will hold you responsible for any additional loss or costs including costs associated with reselling the unit, including but not limited to, taxes, real estate and commissions as a result of your default.

This is your final notice and opportunity to remedy the ongoing default.

Yours truly,

AIRD & BERLIS LLP



**Tammy A. Evans**

TAE/jds  
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