

# AIRD BERLIS

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October 27, 2020

## BY REGISTERED MAIL

Humam Amr, Khaldun A M Salah and Muhammed Iyad Amir  
3025 TH Credit Woodlands  
Apt #351  
Mississauga, Ontario  
L5C 2V3

Dear Sir or Madam:

**Re: Amacon Development (City Centre) Corp. sale to  
Humam Amr, Khaldun A M Salah and Muhammed Iyad Amir  
Dwelling Unit 9 Level 11  
Suite 1109, 430 Square One Drive, Mississauga, Ontario  
Avia Tower One**

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 6, 2019.

By this letter we advise that you are in ongoing default for failing to deliver the replacement deposit cheque for the 5th deposit that was returned by your bank marked NSF; including NSF Fees in the aggregate amount of **(\$16,602.00 + \$565.00) = \$17,167.00**. The Vendor's sales representative confirms it has made several attempts to contact you and your agent to bring your Agreement up to date with no success. Our office delivered notice of NSF to you by registered mail on April 13, 2020 respectively in connection with the returned cheque. We confirm that we have not received the required replacement deposit to date. The below deposit, required by the Agreement terms, remain outstanding:

Deposit	Amount	NSF Legal Fee \$500.00 plus HST	Deposit Due Date	Status
5th deposit	\$16,602.00	\$565.00	April 5, 2020	Returned and marked NSF on April 6, 2020 - Replacement Cheque Outstanding
<b>Total Outstanding</b>	<b>\$16,602.00</b>	<b>\$565.00</b>		

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

Deposit	Amount	Deposit Due Date	Status
6th deposit	\$16,602.00	March 26, 2021	Post-dated Cheque

The Vendor has provided numerous indulgences of time for you to deliver the replacement deposit, without success. Accordingly, the Vendor has instructed us to advise as a final notice to you that the outstanding deposit amount of **\$16,602.00** by way of certified cheque drawn on a Canadian bank and made payable to **Aird & Berlis LLP, In Trust**, must be delivered to our office, along with a separate certified cheque in the amount of **\$565.00** for the NSF legal fee and made payable to **Aird & Berlis LLP**, by no later than Tuesday, November 3, 2020, 5 pm, failing which, the Agreement will be terminated for ongoing default and all deposits on hand 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. Further, 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 the default.

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

Yours truly,

**AIRD & BERLIS LLP**

per:   
Tammy A. Evans  
TAE/ah

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