## Form No. 5

## **CONSTRUCTION LIEN ACT 1983**

## DECLARATION OF LAST SUPPLY UNDER SUBSECTION 31(5) OF THE ACT

Name of Supplier: Blandford Construction Services Inc.

A supplier of services or materials to an improvement being made to:

Address of Premises: Six99 Condos, 699 Sheppard Avenue East, North York, ON M2K 2P9 Declares that:

- 1. The following services or materials were supplied: (description of services or materials)
  - Semi-rigid insulation and air/vapour barrier behind precast panel
- 2. These services or materials were supplied under a contract with:

Name of Payer: 699 Sheppard East Inc.

Dated the 1st day of April, 2024

3. The last supply of services or materials made by the supplier to the improvement under the contract was made on:

Christopher Blandford, President

Date of Last Supply: 31st day of October, 2024

4. No further services or materials will be supplied under the contract.

DECLARED BEFORE ME
At the City of Mississauga,
In the Regional Municipality of Peel
On the 27<sup>th</sup> day of January, 2025

(Commissioner for Taking Affidavits)

Lynn Christine Wilson,
A Commissioner etc.,
Province of Ontario,
for Blandford Construction
Services Inc.
Expires April 12, 2025.

## RELEASE

Know all men by these presents, that the undersigned and his heirs, executors, administrators, successors, and/or assigns, of \$7,797.00 and for other good and valuable consideration, hereby releases, remises and forever discharges 699 Sheppard East Inc., hereinafter called the "Owner", and its successors and/or assigns, of and from all manner of actions, causes of action, suits, debts, duties, acts, bonds, covenants, contracts, claims and demands whatsoever which against the Owner I/we ever had or which my/our heirs, executors, administrators, successors and/or assigns hereinafter ca, shall or may have, for or by reason of any cause, matter or thing whatsoever existing up to the present time, and without limiting the generality of the foregoing, by reason of a Contract entered into between the Owner and the Contractor dated the 1st day of April, 2024.

I/we do irrevocably declare and state that the abovementioned sum is the complete and full payment due and owing to the Contractor and that no further or other sum can or will be claimed from the Owner by the Contractor whether by reason of mistake, error, misunderstanding, misinterpretation or otherwise, in respect of the said Contract.

Notwithstanding anything contained herein nor the execution of this Release by the Contractor nor the payment of the abovementioned sum by the Owner to the Contractor, the Owner shall be entitled at any time or times to re-open the account(s) of the Contractor in respect of the said Contract for the purpose of establishing the true and correct amount owing by the Owner to the Contractor and in the event that the Owner establishes that additional monies are owing by the Contractor to it or that an overpayment was made by the Owner to the Contractor, then the Contractor shall pay such sum to the Owner forthwith upon demand.

The Contractor agrees to indemnify and save harmless the Owner of and from all claims, demands, liabilities and actions of any kind or nature to which the Owner shall or may become liable by reason of any act, neglect or default on the part of the Contractor or any agent, employee or otherwise, and this indemnification shall expressly survive completion, termination or determination of the Contract, anything in the Contract to the contrary, notwithstanding.

This indemnification may take the form of a set off, contra-claim, counter-claim or otherwise as the Owner shall determine.

In WITNESS WHEREOF I/WE have hereunto affixed my/our hand and seal this 27<sup>th</sup> day of January, 2025.

(Contrac		<u>NSTRUCI</u>	IOIV SE	<u> </u>	7/1/	<del>.</del>
Per:		M				
	(Corpora	te Seal if Lim	nited Con	npany	)	

Title: Christopher Blandford, President

(Witness)