

FORM 9
CERTIFICATE OF SUBSTANTIAL PERFORMANCE OF THE
CONTRACT UNDER SECTION 32 OF THE ACT

Construction Act

Norfolk County

(County/District/Regional Municipality/Town/City in which premises are situated)

1855 Windham Road 10, Windham Centre, Ontario N0E 2A0

(street address and city, town, etc., or, if there is no street address, the location of the premises)

This is to certify that the contract for the following improvement:

New warehouse building

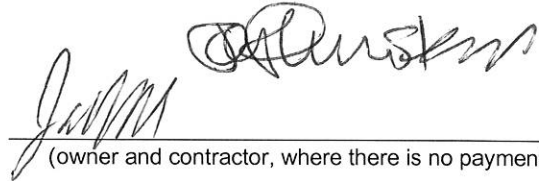
(short description of the improvement)

to the above premises was substantially performed on March 10, 2025

(date substantially performed)

Date certificate signed: MARCH 13, 2025

(payment certifier where there is one)


(owner and contractor, where there is no payment certifier)

Name of owner: Picard Peanuts Ltd.

Address for service: 1867 Windham Road 10, Windham Centre, Ontario N0E 2A0

Donald T. Plumstead Project
Management Limited, O/A

Name of contractor: Foodcon

Address for service: Unit 301, 446 Grey Street, Brantford, Ontario N3S 7L6

Name of payment certifier (where applicable): None

Address:

(Use A or B, whichever is appropriate)

☐ A. Identification of premises for preservation of liens:

Part of Lot 1, Concession 9, Geographic Township of Windham, Norfolk County

(if a lien attaches to the premises, a legal description of the premises,
including all property identifier numbers and addresses for the premises)

☐ B. Office to which claim for lien must be given to preserve lien:

(if the lien does not attach to the premises, a concise description of the premises, including addresses,
and the name and address of the person or body to whom the claim for lien must be given)

ARTICLE A-10 RECEIPT OF AND ADDRESSES FOR NOTICES IN WRITING

- 10.1 *Notices in Writing* will be addressed to the recipient at the address set out below.
- 10.2 The delivery of a *Notice in Writing* will be by hand, by courier, by prepaid first class mail, or by facsimile or other form of electronic communication during the transmission of which no indication of failure of receipt is communicated to the sender.
- 10.3 A *Notice in Writing* delivered by one party in accordance with this *Contract* will be deemed to have been received by the other party on the date of delivery if delivered by hand or courier, or if sent by mail it shall be deemed to have been received 5 calendar days after the date on which it was mailed, provided that if either such day is not a *Working Day*, then the *Notice in Writing* shall be deemed to have been received on the *Working Day* next following such day.
- 10.4 A *Notice in Writing* sent by facsimile or other form of electronic communication shall be deemed to have been received on the date of its transmission provided that if such day is not a *Working Day* or if it is received after the end of normal business hours on the date of its transmission at the place of receipt, then it shall be deemed to have been received at the opening of business at the place of receipt on the first *Working Day* next following the transmission thereof.
- 10.5 An address for a party may be changed by *Notice in Writing* to the other party setting out the new address in accordance with this Article.

Owner

Picard Peanuts Ltd. (Attention: Mr. Jim Picard)

*name of Owner**

1867 Windham Road 10, Windham Centre, Ontario N0E 2A0

address

facsimile number

jim@picardpeanuts.com
email address

Construction Manager

Donald T. Plumstead Project Management Limited O/A Foodcon (Att: Don Plumstead)

*name of Construction Manager**

301-446 Grey Street, Brantford, Ontario N3S 7L6

address

facsimile number

dplumstead@foodcon.com
email address

Consultant

David Coon and Associates

*name of Consultant**

23 Springfield Drive, Brantford, Ontario N3R 1N1

address

facsimile number

dpcoon@execulink.com
email address

* If it is intended that the notice must be received by a specific individual, that individual's name shall be indicated.

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CCDC 5B - 2010