

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

*Construction Act*

City of Toronto

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

145 King Street, West, Suite 1400, 14th Floor

(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:

(Organigram) Interior alteration of a new office space at 145 King St, W, Suite 1400, 14th Floor

(short description of the improvement)

to the above premises was substantially performed on May 12<sup>th</sup>, 2023

(date substantially performed)

Date certificate signed: July 12th, 2023



(payment certifier where there is one)

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

Name of owner: 2748355 Canada Inc., 145 King Street West Holdings Inc., QuadReal Property Group Limited Partnership, Property Group G.P Inc., and their respective successors and assigns

Address for service: 145 King Street, West, Suite 1400, 14th Floor

Name of contractor: 1730954 Ontario Ltd.

Address for service: 145 King Street, West, Suite 1400, 14th Floor

Name of payment certifier (where applicable): Filomena Scasserra Address: 970 Lawrence Ave, W, Suite 207

(Use A or B, whichever is appropriate) A. Identification of premises for preservation of liens:

☐

(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:  
2748355 Canada Inc., 145 King Street West Holdings Inc., QuadReal Property Group Limited Partnership, QuadReal Property Group G.P Inc., and their respective successors and assigns

(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)



# Statutory Declaration of Progress Payment Distribution by Contractor

Standard Construction Document

**CCDC 9A – 2018**

To be made by the Contractor as a condition for either

- ☐ second and subsequent progress payments; or  
☐ release of holdback.

Application for payment number 3  
dated June 1, 2023 is the last  
application for payment for which the Contractor has  
received payment.

## Information Appearing in the Contract Documents

Name of Project

Organigram - 145 King Street West, Suite 1400, Toronto Ontario M5H 1J9

Date of Contract: February 22, 2023

Name of Owner

Organigram

Name of Contractor

1730954 Ontario Ltd.

## Declaration

I solemnly declare that, as of the date of this declaration, I am an authorized signing officer, partner or sole proprietor of the Contractor, and as such have authority to bind the Contractor, and have personal knowledge of the fact that all accounts for labour, subcontracts, products, services, and construction machinery and equipment which have been incurred directly by the Contractor in the performance of the work as required by the Contract, and for which the Owner might in any way be held responsible, have been paid in full as required by the Contract up to and including the latest progress payment received, as identified above, except for:

- 1) holdback monies properly retained,
- 2) payments deferred by agreement, or
- 3) payment withheld by reason of legitimate dispute which has been identified to the party or parties from whom payment has been withheld.

I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

Declared before me in Toronto, Ontario this 12th day of July in the year 2023  
City/Town and Province

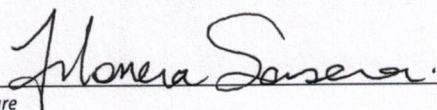
Filomena Scasserra

Name

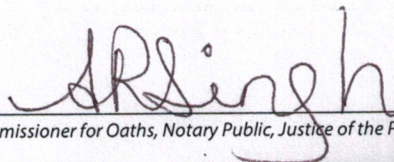
Director

Title

Signature



(A Commissioner for Oaths, Notary Public, Justice of the Peace, etc.)



**The making of a false or fraudulent declaration is a contravention of the Criminal Code of Canada, and could carry, upon conviction, penalties including fines or imprisonment.**

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CCDC

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2001

**CCDC**

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Canadian Construction Documents Committee

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