

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

Construction Act

Toronto, Ontario

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

1998-2000 Bathurst Street, Toronto, Ontario

(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:

Structural Steel and Miscellaneous Metals

(short description of the improvement)

to the above premises was substantially performed on April 12, 2024
(date substantially performed)

Date certificate signed: October 3, 2024

(payment certifier where there is one)

Ronald Kalifer

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

Name of owner: 1998-2000 Dewbourne Court GP Inc.

Address for service: 525 Chaplin Crescent, Suite 104, Toronto, Ontario, M5N 2N2

Name of contractor: Cult Iron Works Limited

Address for service: PO Box 189, 5 Stalwart Industrial Drive, Gormley, L0H 1G0

Name of payment certifier (where applicable): _____

Address: _____

(Use A or B, whichever is appropriate)

- ☐ A. Identification of premises for preservation of liens:
1998-2000 Bathurst Street, Toronto, Ontario

(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:
PO Box 189, 5 Stalwart Industrial Drive, Gormley, L0H 1G0

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

FULL AND FINAL RELEASE

between

Cult Iron Works Limited
hereinafter known as the "Releasor"

and

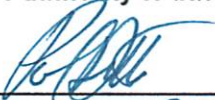
1998-2000 Dewbourne Court GP Inc. & 59 Project Management Inc.
hereinafter known as the "Releasees"

IN CONSIDERATION of payment by the "Releasees" of Canadian \$88,412.67 including HST which represents full and final payment with respect to the structural steel and miscellaneous metal work at 1998-2000 Bathurst Street, the "Releasor" hereby releases and forever discharges the "Releasees" and all related companies, related persons their successors and assigns from any and all actions, causes of actions, claims and demands, for damages, loss or injury, howsoever arising, which heretofore may have been or may hereafter be sustained by the "Releasor" in respect of the work and contract entered into between the "Releasor" and the "Releasees" at the project known as 1998-2000 Bathurst Street, including all damages, loss and injury not now known or anticipated but which may arise in the future and all effects and consequence thereof.

IN ADDITION, the Releasor agrees to honour all their contractual responsibilities including, completion of any outstanding work, fulfillment of labour, material, and equipment warranty matters as they may arise and agrees to return to 1998-2000 Bathurst Street to carry out all related deficiency repairs.

Executed this 3RD day of OCTOBER, 2024 by,

I/We have authority to bind the Corporation (Cult Iron Works Limited)


signature (A.S.O) PRESIDENT

PAUL DITTA
Print Name