Province of Ontario

Document General

Form 4 - Land Registration Reform Act

(121) D

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AT 3788981

CERTIFICATE OF RECEIPT
RÉCÉPISSÉ
TORONTO (66)

JAN 16 2015 11:51

LAND REGISTRAR

Jeff Gilbert

New Property Identifiers — Additional: See Schedule ☐

Executions — Additional: See Schedule ☐

(1) Registry ☐ Land Titles ☒ (2) Page 1 of 8 pages

(3) Property Identifier(s) Block Property: 76418-0001 to 76418-0752 (LT) — Additional: See Schedule ☐

(4) Nature of Document
Condominium By-Law No. 3
Condominium Act, 1998, S. 56

(5) Consideration
Nil
Dollars $ Nil

(6) Description
All units and common elements comprising the property included in Toronto Standard Condominium Plan No. 2418 in the City of Toronto, Land Titles Division of the Toronto Registry Office (No. 66)

(7) This Document Contains: (a) Redescription New Easement Plan/Sketch ☐ (b) Schedule for: Description ☐ Additional Parties ☐ Other ☒

(8) This Document provides as follows:

See Schedule for By-law No. 3 and Certificate

Continued on Schedule ☐

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest)

Name(s)	Signature(s)	Date of Signature Y	M	D
TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2418	Name: Elio Zoffranieri Title: President I have authority to bind the Corporation	2015	01	09

(11) Address for Service 4800 Dufferin Street, North York, Ontario, M3H 5S9

(12) Party(ies) (Set out Status or Interest)

Name(s)	Signature(s)	Date of Signature Y	M	D

(13) Address for Service

(14) Municipal Address of Property
1 Old Mill Drive
Toronto, Ontario M6S 0A1

(15) Document Prepared by:
Harry Herskowitz
DelZotto, Zorzi LLP
4810 Dufferin St,Suite D
North York, ON
M3H5S8

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Fees and Tax	
Registration Fee	
Total	

THE CONDOMINIUM ACT, 1998

CERTIFICATE IN RESPECT OF A BY-LAW

(under subsection 56(9) of the *Condominium Act, 1998*)

Toronto Standard Condominium Corporation No. 2418 (hereinafter referred to as the "**Corporation**") certifies that:

1. The copy of By-law Number 3, attached hereto as Schedule "A", is a true copy of the said by-law;
2. The said by-law was made in accordance with the provisions of the *Condominium Act, 1998*; and
3. The owners of a majority of the units of the Corporation have voted in favour of confirming the said by-law.

Dated this 9th day of January, 2015.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2418

Per: _____
Elio Zoffranieri - President

I have authority to bind the Corporation

SCHEDULE "A"

TO CERTIFICATE IN RESPECT OF A BY-LAW OF

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2418

(hereinafter referred to as this or the "**Condominium**" or this or the "**Corporation**")

BY-LAW NUMBER 3

WHEREAS Residences At Old Mill Inc. (hereinafter referred to as the "**Declarant**") has entered into a bulk internet service agreement (hereinafter referred to as the "**Bulk Internet Agreement**") with Rogers Communications Inc. (hereinafter referred to as "**Rogers**"), pursuant to which:

a) Rogers agreed to provide broadband internet services on a bulk basis to this Condominium (comprising up to 250Mbps of download speed/capacity and up to 20 Mbps of upload speed/capacity), with corresponding unlimited usage;

b) Rogers was granted an easement or right-of-way over, under, upon, across and through the common elements of this Condominium, for the purposes of facilitating the installation, operation, maintenance and/or repair of its broadband internet telecommunication lines, cables and appurtenant equipment, in order to enable and facilitate Rogers' supply of broadband internet services to each of the dwelling units in this Condominium on a bulk basis; and

c) Rogers shall retain ownership of all wires, cables, conduits and appurtenant equipment associated with the provision and distribution of its broadband internet services to each of the units and the common elements of this Condominium (hereinafter collectively referred to as the "**Rogers' Internet Equipment**"), and shall correspondingly be allowed access to and from (and upon, over and throughout) the common elements of this Condominium for the purposes of facilitating the promotion and marketing of Rogers' broadband internet services and products, from time to time;

AND WHEREAS the Bulk Internet Agreement has or provides for:

(i) an initial term of 30 months, **commencing on November 26th, 2014**, being the date of the first interim occupancy closing of any dwelling unit in this Condominium (the "**Initial Term**"), at an annual cost or rate for such bulk internet service equivalent to $18.95 per dwelling unit per month, plus H.S.T.; and

(ii) an option in favour of the Condominium (exercisable no later than 30 days prior to the expiry of the Initial Term) to extend such bulk internet service for an additional 8 years thereafter (hereinafter referred to as the "**Option Period**"), at an annual cost or rate during the first year of the Option Period equivalent to $36.05 per dwelling unit per month, plus H.S.T. (based on the Option Period having commenced in year 2017, with a 3% annual increase from and after 2017 to and until the year in which the Option Period ultimately commences), and thereafter with annual rate increases of 3% per annum throughout the balance of the Option Period;

AND WHEREAS it is intended that all amounts payable to Rogers for such bulk internet service, from and after the date of registration of this Condominium, shall comprise part of the common expenses of this Condominium, and shall correspondingly be reflected in the Condominium's annual budget(s), and that this Condominium shall assume (and be correspondingly bound by) all of the outstanding and/or ongoing obligations of the Declarant arising under (or pursuant to) the Bulk Internet Agreement;

Be it enacted as a by-law of the Corporation as follows:

1. That the Corporation shall enter into an assumption agreement with the Declarant, and with Rogers as a party (but not as a signatory) thereto, having substantially the same form and content as the draft assumption agreement annexed hereto as Schedule "A" (hereinafter referred to as the "**Assumption Agreement**"), for the purposes of evidencing the Corporation's obligation to abide by (and comply with) the terms and provisions of the Bulk Internet Agreement, and to formally assume all outstanding and/or ongoing obligations and liabilities of the Declarant arising thereunder, or in connection therewith;

2. That all terms and provisions of the Assumption Agreement, as well as the Corporation's performance and fulfillment of all outstanding and/or ongoing obligations and liabilities arising thereunder or in connection therewith, are hereby expressly authorized, ratified, sanctioned, approved and confirmed; and

3. That any officer of the Corporation is hereby authorized to execute, on behalf of the Corporation, the Assumption Agreement, with or without the seal of the Corporation affixed thereto, together with all other documents and instruments ancillary thereto, including without limitation, all instruments, applications and/or affidavits which may be required in order to register this by-law on title to each of the units in this Condominium. The affixation of the corporate seal of the Corporation to all such documents and instruments is hereby expressly authorized, ratified, sanctioned, confirmed and approved.

The foregoing by-law is hereby enacted as By-Law No. 3 of Toronto Standard Condominium Corporation No. 2418

Dated this 9th day of January, 2015.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2418

Per: _____

Elio Zoffranieri - President

I have authority to bind the Corporation

SCHEDULE "A" TO BY-LAW NO. 3

THIS AGREEMENT made the 9th day of January, 2015.

AMONGST:

RESIDENCES AT OLD MILL INC.
(hereinafter called the "**Declarant**")

OF THE FIRST PART

- and -

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2418
(hereinafter called this or the "**Condominium**" or this or the "**Condominium Corporation**")

OF THE SECOND PART

- and -

ROGERS COMMUNICATIONS INC.
(hereinafter sometimes called the "**Rogers**")

OF THE THIRD PART

WHEREAS the Declarant entered into a bulk internet service agreement (hereinafter referred to as the "**Bulk Internet Agreement**") with Rogers, pursuant to which:

a) Rogers agreed to provide broadband internet services on a bulk basis to this Condominium (comprising up to 250Mbps of download speed/capacity and up to 20 Mbps of upload speed/capacity), with corresponding unlimited usage;

b) Rogers was granted an easement or right-of-way over, under, upon, across and through the common elements of this Condominium, for the purposes of facilitating the installation, operation, maintenance and/or repair of its broadband internet telecommunication lines, cables and appurtenant equipment, in order to enable and facilitate Rogers' supply of broadband internet services to each of the dwelling units in this Condominium on a bulk basis; and

c) Rogers shall retain ownership of all wires, cables, conduits and appurtenant equipment associated with the provision and distribution of its broadband internet services to each of the units and the common elements of this Condominium (hereinafter collectively referred to as the "**Rogers' Internet Equipment**"), and shall correspondingly be allowed access to and from (and upon, over and throughout) the common elements of this Condominium for the purposes of facilitating the promotion and marketing of Rogers' broadband internet services and products, from time to time;

AND WHEREAS the Bulk Internet Agreement has or provides for:

(i) an initial term of 30 months, **commencing on November 26th, 2014**, being the date of the first interim occupancy closing of any dwelling unit in this Condominium (the "**Initial Term**"), at an annual cost or rate for such bulk internet service equivalent to $18.95 per dwelling unit per month, plus H.S.T.; and

(ii) an option in favour of the Condominium (exercisable no later than 30 days prior to the expiry of the Initial Term) to extend such bulk internet service for an additional 8 years thereafter (hereinafter referred to as the "**Option Period**"), at an annual cost or rate during the first year of the Option Period equivalent to $36.05 per dwelling unit per month, plus H.S.T. (based on the Option Period having commenced in year 2017, with a 3% annual increase from and after 2017 to and until the year in which the Option Period ultimately commences), and thereafter with annual rate increases of 3% per annum throughout the balance of the Option Period;

AND WHEREAS it is intended that all amounts payable to Rogers for such bulk internet service, from and after the date of registration of this Condominium, shall comprise part of the common expenses of this Condominium, and shall correspondingly be reflected in the Condominium's annual budget(s), and that this Condominium shall assume (and be correspondingly bound by) all of the outstanding and/or ongoing obligations of the Declarant arising under (or pursuant to) the Bulk Internet Agreement;

AND WHEREAS a copy of the Bulk Internet Agreement is annexed hereto as Schedule "X";

AND WHEREAS the parties hereto have entered into these presents in order to formally evidence and confirm the Condominium Corporation's agreement to assume and be bound by the terms and provisions of the Bulk Internet Agreement, and to correspondingly assume all outstanding and/or ongoing obligations and liabilities of the Declarant arising thereunder or therefrom;

NOW THEREFORE THESE PRESENTS WITNESSETH that in consideration of the sum of $10.00 of lawful money of Canada now paid by each of the parties hereto to the other, and for other good and valuable consideration (the receipt and sufficiency of which is hereby expressly acknowledged), the parties hereto hereby confirm the veracity of the foregoing recitals, both in substance and in fact, and the Condominium Corporation hereby covenants and agrees, to and with the Declarant and in favour of Rogers, as follows, namely:

1. That the Condominium Corporation hereby assumes, and shall at all times hereafter abide by (and comply with) the terms and provisions of the Bulk Internet Agreement, including the assumption of:

   a) all outstanding and/or ongoing obligations and liabilities of the Declarant arising under the Bulk Internet Agreement, and specifically the obligation to pay Rogers on a monthly basis, from and after the date of registration of this Condominium to and until the expiry of the Initial Term, the cost or rate owing to Rogers for such bulk internet service as expressly outlined or provided by the Bulk Internet Agreement; and

   b) the benefit of the option in favour of this Condominium (and correspondingly exercisable by this Condominium no later than 30 days prior to the expiry of the Initial Term) to extend such bulk internet service for (and throughout) the Option Period, at an annual cost or rate during the first year of the Option Period equivalent to approximately $36.05 per dwelling unit per month, plus H.S.T. (based on the Option Period having commenced in year 2017, with a 3% annual increase from and after 2017 to and until the year in which the Option Period ultimately commences), and thereafter with annual rate increases of 3% per annum throughout the balance of the Option Period;

2. That the Condominium Corporation shall not obstruct, alter, remove or tamper with the Rogers' Internet Equipment (or any portion thereof), without the prior written consent of Rogers thereto, and hereby expressly acknowledges and confirms that Rogers shall be and remain the sole owner of the Rogers' Internet Equipment and the Condominium Corporation shall not claim or assert any proprietary interest therein or thereto whatsoever;

3. That from and after the date of the Condominium Corporation's execution of this Assumption Agreement, the Declarant shall automatically be released, relieved and fully discharged from any and all obligations and liabilities arising under the Bulk Internet Agreement, and the Condominium Corporation hereby agrees to indemnify and save the Declarant harmless, from and against all costs, claims, damages and/or liabilities which the Declarant may hereafter suffer or incur as a result of (or in connection with):

   a) any claim or proceeding hereafter made or pursued by Rogers against the Declarant because of any breach or contravention of any term(s), provision(s) or obligation(s) outlined in the Bulk Internet Agreement so committed by the Condominium Corporation (or by anyone else for whose actions or omissions the Corporation is liable, at law or in equity); and/or

   b) any security heretofore provided or posted by the Declarant with Rogers (to ensure the fulfilment of any outstanding obligations arising under the Bulk Internet Agreement) being drawn down upon by Rogers (in whole or in part), as a direct or indirect result of any breach or contravention of any term(s), provision(s) or obligation(s) outlined in the Bulk Internet Agreement so committed by the Condominium Corporation (or by anyone else for whose actions or omissions the Condominium Corporation is liable, at law or in equity);

4. That the Condominium Corporation shall at all times permit Rogers and its authorized agents, representatives, employees and designated contractors the free and unimpeded access and egress over the common elements of this Condominium in order to facilitate any required maintenance, repair and/or replacement work with respect to the Rogers' Internet Equipment (or any portion thereof), or otherwise in connection with the provision by Rogers of bulk internet service to the residents of this Condominium;

5. That the Condominium Corporation shall execute and give such further documents and/or assurances as the Declarant and/or Rogers may hereafter require, from time to time, in order to evidence and confirm the foregoing; and

6. That Rogers shall obtain the benefit of all covenants and agreements on the part of the Condominium Corporation hereinbefore set forth, and shall be entitled to rely upon the Condominium Corporation's assumption of all of the Declarant's covenants, obligations and liabilities arising under (or in connection with) the Bulk Internet Agreement, pursuant to the foregoing provisions hereof, notwithstanding that Rogers is not a signatory to these presents.

IN WITNESS WHEREOF the undersigned parties have hereunto executed these presents as of the date first above-mentioned.

RESIDENCES AT OLD MILL INC.

Per:_____
Greg Campbell - Authorized Signing Officer

Per: _____
Len Gigliotti - Authorized Signing Officer
We have authority to bind the Corporation

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2418

Per: _____
Elio Zoffranieri - President
I have authority to bind the Corporation

ROGERS

Bulk Agreement

October 31, 2014

Residences At Old Mill Inc.
4800 Dufferin Street
Toronto, Ontario
M3H 5S9

Attention: Mr. Roy Berman

Re: Bulk Internet Services offered by Rogers Communications Inc. ("Rogers") to Residences At Old Mill Inc. ("Declarant") for the residential condominium building comprising 279 dwelling units and 6 ground floor commercial/retail units, municipally located at 1 Old Mill Drive, Toronto ("Premises")

We are pleased to offer the Internet services ("Internet Services") described in Schedule "A" to the occupants of the Premises on the following terms and conditions:

1. Rogers and the Declarant agree that Section 7 of the Transfer of Easement between the parties which provides that Rogers and any other service providers shall only be permitted to provide Communication Services on a direct resident pay basis, shall not apply to the provision of Internet Services under this agreement.

2. Rogers will provide the occupants of the Premises with Internet Services on a bulk billing basis to the Declarant. The internet modem that is provided shall remain the property of Rogers at all times and shall be returned to Rogers in good working order, reasonable wear and tear excepted, upon expiry or termination of this agreement.

3. The Declarant agrees to pay to Rogers service charges ("Periodic Billing") calculated in accordance with the provisions of Schedule "A".

4. This agreement shall be for a term of two (2) years and six (6) months commencing on the date of first occupancy of the Premises. The condominium corporation to be created upon the registration of the Premises as a plan of condominium, shall assume this agreement and shall have the right to extend the term of this agreement for an additional term of eight (8) years at the rates set out in Schedule "A" (the "Option") provided that the Declarant or the condominium corporation exercises such right by notice in writing to Rogers at least ninety (90) days before the end of the term. If the Option is not exercised and Rogers continues to provide Internet Services to the condominium corporation after the end of the term, this agreement shall continue on a month to month basis and the monthly rate so payable by the condominium corporation shall be equal to 150% of the rate that would be charged if the Option had been exercised.

5. Any notice relating to this agreement will be in writing and sent by registered mail to the other party, delivered personally or transmitted by facsimile to the addresses noted below.

6. This agreement is subject to the laws and regulations of applicable regulatory authorities which will prevail in the event of a conflict. If any provision of this agreement is declared invalid such provision shall be deemed severed and shall not affect the remaining provisions. Delay in the performance by either party of their respective obligations under this agreement for reasons and circumstances beyond their reasonable control shall be excused for the period of such delay. Any amendment to this agreement shall be in writing and signed by the parties.

7. This agreement shall enure to the benefit of and bind the Premises, the parties, their transferees, successors and assigns. Upon assumption of this agreement by the condominium corporation,

(127)

delivery to Rogers of evidence of such assumption by the condominium corporation, the Declarant shall be released from all further obligations to Rogers under this agreement and references to the Declarant shall be deemed to mean the condominium corporation.

We look forward to providing services to you and the residents. Please confirm your agreement to the foregoing by signing and returning the enclosed duplicate copies of this letter to the undersigned.

A photocopy, a telefaxed copy or a scanned/e-mailed copy of this executed agreement may be relied upon to the same extent as an originally-executed version.

Yours very truly,

Rogers Communications Inc.

855 York Mills Road
Don Mills, Ontario
M3B 1Z1
Facsimile: (416) 446-7416
Attn: Director, Major Accounts

Per:
Name: Tom Vuksanovic
Title: Director, Major Accounts

Per:
Name: Michael Krstajic
Title Vice-President, Major Accounts

We have the authority to bind the corporation.

Residences At Old Mill Inc.

4800 Dufferin Street
Toronto, Ontario
M4H 5S9
Facsimile: (416) 661-9932
Attn: Mr. Roy Berman

Agreed and accepted this 10th day of November, 2014

Per:
Name: Greg Campbell
Title: Authorized Signing Officer

Per:
Name: Len Gigliotti
Title: Authorized Signing Officer

I/We have the authority to bind the corporation.

(128)

Schedule "A"
Bulk Internet Services and Rates

Address of Property: **1 Old Mill Drive, Toronto - 279 dwelling units and 6 ground floor commercial/retail units**

Section 1 **Description of Internet Services**

Hybrid Fibre 250 - High-Speed Internet service, including Rogers Advanced Wi-Fi Modem

Specifications[1]:

Download - Up to 250 Mbps

Upload - Up to 20 Mbps

Unlimited usage

1 Speed may vary with Internet traffic, server gateway/router, computer (quality, location in the home, software and applications installed, home wiring, home network or other factors.

Section 2 **Activation & Billing**

The Declarant acknowledges end users access to the Internet Services will be subject to acceptance of, and compliance with, Rogers' **Acceptable Use Policy and Terms and Conditions of Service** established by Rogers from time to time, posted at www.rogers.com/terms

Section 3 **Periodic Billing**

a) The Declarant agrees to pay the monthly billing set out in the following table, based on the periodic rate multiplied by the number of residential condominium units within the Premises:

Period	Rate		Units		Monthly*
Months 1 through 30	$18.95	x	279	=	$5,287.05
Option Period					
Year 1	$36.05	x	279	=	$10,057.95
Year 2	$37.13	x	279	=	$10,359.27
Year 3	$38.24	x	279	=	$10,668.96
Year 4	$39.39	x	279	=	$10,989.81
Year 5	$40.57	x	279	=	$11,319.03
Year 6	$41.79	x	279	=	$11,659.41
Year 7	$43.04	x	279	=	$12,008.16
Year 8	$44.33	x	279	=	$12,368.07

* ALL APPLICABLE TAXES ARE EXTRA

b) The monthly billing shall commence upon the first day of the month in which the Premises begins to occupy and shall commence at the initial Periodic Billing Rate, discounted for the first six months of the term in accordance with the following table:

Month	% of Rate Charged
1	20.00%
2	36.00%
3	52.00%
4	68.00%
5	84.00%
6	100.00%

Section 4 **Default**

In the event that the Declarant fails to pay the Periodic Billing as aforesaid, the Declarant will pay interest on such overdue accounts at the rate of 1% per month calculated and compounded monthly on the overdue amounts (12.6825% per year), not in advance, from the due date until paid in full. In addition to the foregoing, if the Declarant fails to make any payments as aforesaid, Rogers may give notice to the Declarant requesting full payment and if the Declarant fails to cure such default within ten (10) days of receipt of notice, Rogers will have the right to a) suspend service to the Declarant until such default is remedied or (b) terminate this agreement. Despite suspension of service, the Declarant shall remain liable for Periodic Billing to the date of expiry or earlier termination of the agreement. In additional, temporary or permanent suspension of service to an end user as a result of violating Rogers' Acceptance Use Policy or material terms or conditions of the Terms of Service shall not result in a reduction in the Periodic Billing to the Declarant.