



Bulk Internet Agreement

September 7, 2018

Contract No.

Toronto Standard Condominium Corporation No. 2566
255 Village Green Square
Toronto, Ontario
M1S 0L1

Attention: Board of Directors

Re: Bulk Internet Services offered by Rogers Communications Inc. (“**Rogers**”) to Toronto Standard Condominium Corporation No. 2566 (“**Customer**”) for the premises located at **255 Village Green Square, Toronto, Ontario (Premises)**

We are pleased to offer the Internet access services selected by you in Schedule “A” (“**Internet Services**”) to the occupants of the Premises on the terms and conditions set out below and in Schedules “A” and “B” attached hereto:

1. Rogers will provide the occupants of the Premises with Internet Services on a bulk billing basis to the Customer. Rogers may provide television, telephony, enhanced Internet and other communication services (“**Direct Pay Services**”) in addition to those selected in Schedule “A” on a direct billing basis to the occupants of the Premises.
2. Upon request by Rogers, but not more than once per year, the Customer shall provide Rogers with an up to date list of the occupants of the Premises, which list shall include names and addresses. The Owner agrees to advise residents in writing that (unless the resident otherwise elects) the Customer makes available resident lists to Rogers so that residents are kept informed of up to date offers and incentives offered by Rogers from time to time.
3. The Customer agrees to pay Rogers service charges (“**Periodic Billing**”) and other charges calculated in accordance with the provisions of Schedule “B”. It is agreed and understood that Periodic Billing encompasses the provision of Internet Services to all existing and future outlets in the Premises, provided that, following the commencement of this agreement, in the event an occupant of the Premises requests installation or activation of an additional outlet, Rogers shall be permitted to Charge the occupant its usual installation service charges attributable to such additional installation or activation.
4. This agreement shall be for an initial term of five (5) years and three (3) months commencing on October 1, 2018.
5. During the term of this agreement, and thereafter for so long as Rogers is providing Communication Services to the Customer, if the Customer receives a bona fide offer from a third party (the “**Offer**”) to provide communication services on a bulk basis to replace, after the end of the term of this agreement, all or any of the Communication Services being provided by Rogers immediately prior to such time, and the Customer wishes to accept the Offer, the Customer shall first provide Rogers with the details of such Offer. The Customer shall permit Rogers to submit its own proposal to the Customer for its consideration before the Customer accepts such other Offer(s) provided Rogers’ proposal is submitted within 10 days of receipt by Rogers of a copy of the Offer. The Customer shall be under no obligation to accept Rogers’ counterproposal even if it is commercially more attractive to the Customer. This clause survives the termination of this agreement.
6. 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.

7. 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 provisions 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. This Agreement shall enure to the benefit of and bind the Premises, the parties their transferees, successors and assigns.
8. The officers signing below hereby certify that the foregoing agreement was duly passed by resolution of the Board of Directors of the Condominium Corporation at a meeting duly called and constituted for that purpose.

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

Yours very truly,


Rogers Communications Inc.

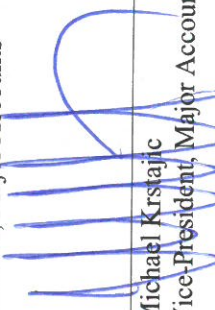
855 York Mills Road
Don Mills, Ontario
M3B 1Z1
Facsimile: (416) 446-7416
Attn: Director, Major Accounts

Toronto Standard Condominium Corporation

No. 2566
c/o Del Property Management
4800 Dufferin Street, Suite C
Toronto, Ontario
M3H 5S9
Attn: Christina Arruda


**DEL PROPERTY MANAGEMENT INC.
AGENTS ON BEHALF OF:**

Per: 
Name: Stephen Marshall
Title: Director, Major Accounts

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

We have the authority to bind the corporation.

We agree to the foregoing this 26 day of
September, 2018.

Per: 
Name: ALAN ROSENBERG
Title: VICE PRESIDENT

Per: _____
Name: _____
Title: _____

I/We have the authority to bind the corporation.

**Schedule “A”
Internet Services**

ADDRESS OF PROPERTY: 255 Village Green Square, Toronto, Ontario

SECTION 1 – DESCRIPTION OF INTERNET SERVICES

☒ Rogers Ignite TM 500u

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

SECTION 2 – CONDITIONS, ACTIVATIONS & BILLING

The Customer shall on behalf of the occupants accept Rogers' “Acceptable Use Policy” and enter into Rogers' **End User Agreement**. The Customer shall provide to the occupants a copy of the Rogers' “Acceptable Use Policy”. 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. The occupants will require a computer having minimum specifications as outlined at www.rogers.com or greater to receive Internet Services. If the occupants wish to upgrade their Internet services or subscribe to other Direct Pay Services, they will receive a consolidated invoice and the invoice will be the responsibility of the Occupant and not the Customer. The occupants shall be solely responsible for any and all use of such Services and any ramifications from such use. Rogers acknowledges that the Customer shall in no way be responsible for the use of the other Services by the Occupants.

Schedule "B"
Periodic Billing

ADDRESS OF PROPERTY: 255 Village Green Square, Toronto, Ontario

Section 1 - Calculation of Periodic Billing

1. Term: 5 years and 3 months
2. Suites: 363 suites
3. Rates - Customer's Monthly Billing Rate for Internet Services: Defined below
4. Modem - Included in rate below
5. Installation – N/C
6. Periodic Billing Rate Table:

Period		Rate	Units	Monthly*
October 1, 2018	through to December 31, 2018	- 18.95	x 363	= 6,878.85
January 1, 2019	through to December 31, 2023	- 33.00	x 363	= 11,979.00
* ALL APPLICABLE TAXES, FEES, LEVIES, CHARGES, AND IMPOSITIONS OF ANY SORT ARE EXTRA				

Periodic Payments - Monthly

Section 2 – Default

If payment of an amount due on the Customer's account is not received by Rogers by the specified due date, the Customer will be charged a late payment charge of 1% per month calculated and compounded monthly (12.68 % per year) from the date of the first invoice on which such outstanding amount appears, until such amount is paid in full.

In addition to the foregoing:

- (i) If the Customer fails to make any payments as aforesaid and fails to cure such default within ten (10) business days after written request by Rogers for payment, Rogers will have the right to suspend Internet Services to the Customer, until such default is remedied. The Customer shall remain liable for Periodic Billing Rate plus interest during periods of service suspension. If the default continues for a period of sixty (60) days or more, Rogers, at its option, may elect to cancel the Periodic Billing Rate and the Customer shall be obligated to pay the Individual Monthly Subscriber Rate in effect from time to time for the balance of the term or at Rogers' option, until the default is cured; and
- (ii) If an occupant fails to pay for Direct Pay Services, and fails to cure such default within ten (10) business days after written request by Rogers for payment, Rogers will have the right to suspend Internet Services to the occupant, until such default is remedied.

The Customer shall remain liable for Periodic Billing plus interest during periods of service suspension to the occupant.