

Bulk Cable and Internet Agreement

June 19, 2022

Contract No.

Oxford Standard Condominium Corporation No. 111615-701 Lansdowne Avenue
Woodstock, Ontario
N4T 1J9Attention: Don Hall

Re: Bulk Cable Services and bulk Internet Services offered by Rogers Communications Canada Inc. ("**Rogers**") to Oxford Standard Condominium Corporation No. 111 ("**Customer**") for the premises located at **615-701 Lansdowne Avenue, Woodstock, Ontario** ("**Premises**")

We are pleased to offer the cable services ("**Cable Services**") described in Schedule "A" and the internet services selected by you in Schedule "B" ("**Internet Services**") to the occupants of the Premises on the following terms and conditions:

1. Rogers will provide the occupants of the Premises with Cable Services and Internet Services on a bulk billing basis to the Customer. Rogers may provide additional discretionary television services, enhanced internet, telephony and other communication services ("**Communication Services**") on a direct billing basis to the occupants of the Premises.
2. The Customer acknowledges that the signal distribution and processing equipment used to provide the Cable Services, Internet Services and Communication Services has become outdated as a result of the development of new technology (the "**New Technology**") that is offered by Rogers to provide the Cable Services, Internet Services and Communication Services to condominium corporations in the region that the Premises are located in.
3. The parties agree that Rogers shall begin to migrate the existing Cable Services, Internet Services and Communication Services within the Premises to the New Technology on September 1, 2022 (the "**Effective Date**"). The Customer further acknowledges that there will be a ninety (90) day period (the "**Migration Period**") starting on the Effective Date to migrate the existing Cable Services, Internet Services and Communication Services to the New Technology. Rogers will provide the Customer with the appropriate contact information, and the Customer agrees to communicate same to the residents of the Premises prior to the Migration Period. During the Migration Period, all residents of the Premises will be required to contact Rogers to activate the New Technology, and return their legacy digital boxes and Wi-Fi modems in the condition required by Rogers Terms of Service. At the expiry of the Migration Period, legacy digital boxes and Wi-Fi modems will no longer receive Cable Services, Internet Services and Communication Services. There will be no adjustment to the Periodic Billing to account for those residents who do not contact Rogers to update their hardware during the Migration Period.
4. The Customer agrees to pay to Rogers service charges ("**Periodic Billing**") calculated in accordance with the provisions of Schedule "C".
5. This agreement shall be for a term of five (5) years commencing on the earlier of (i) the start of the Migration Period (as defined below), or (ii) September 1, 2022.
6. During the term of this agreement and thereafter for so long as Rogers is providing communication services, if the Customer receives a bona fide offer from a third party (the "**Offer**") to provide communication services on a bulk basis to replace the communication services being provided by Rogers after the end of the term, and the Customer wishes to accept the Offer, the Customer shall first, as an offer to Rogers, provide Rogers with a copy of the Offer. Rogers shall have 10 days following receipt of the Offer to accept the Customer's offer thereby entering into a binding contract with the Customer, by agreeing to provide substantially similar services of equivalent or greater value to the end user on the same material terms described in the Offer, failing which, the Customer shall be free to enter into a binding contract with the third party to obtain such services on the terms set in the Offer; provided that Rogers' right to match herein shall be revived if the Customer fails to enter into such contract within 30 days.
7. 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.

- 8. 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. This agreement shall enure to the benefit of and bind the Premises, the parties, their transferees, successors and assigns.
- 9. 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.
- 10. The parties agree that the electronic signature of a party to this Agreement by portable document format (PDF) shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. A signed copy of this Agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

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.

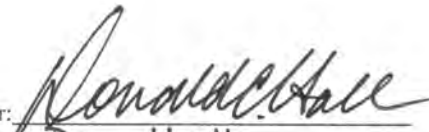
Yours very truly,

Rogers Communications Canada Inc.
 475 Richmond Road
 Ottawa, Ontario
 K2A 3Y8
 Facsimile: (613) 722-7450
 Attn: Director, Major Accounts

Oxford Standard Condominium Corporation No. 111
 615-701 Lansdowne Avenue
 Woodstock, Ontario
 N4T 1J9
 Attn: Don Hall

Agreed and accepted this 15th day of July, 2022.

Per: _____
 Name: Giovanni Di Mauro
 Title: Sr. Director, Major Accounts (SWO)

Per: 
 Name: Don Hall
 Title: President, Board of Directors
 OSCC #111

Per: _____
 Name: Michael Krstajic
 Title: SVP, Major Accounts

Per: 
 Name: George McKnight
 Title: Vice-President, Board of Directors
 OSCC #111

We have the authority to bind the corporation.

I/We have the authority to bind the corporation.

Schedule A Cable Services

ADDRESS OF PROPERTY: 615-701 Lansdowne Avenue, Woodstock, Ontario
EFFECTIVE DATE: September 1, 2022

SECTION I - DESCRIPTION OF CABLE SERVICES AND EQUIPMENT

1. **Services:** The Customer subscribes to: **Bulk Ignite VIP** Premium programming, Pay Per View and On Demand charges are extra. While certain hardware, such as Ignite TV boxes, can provide access to premium content, such premium content (including but not limited to HD and 4K channel packages) may not be included in the above Periodic Billing and has to be ordered separately for an extra fee. Channel line ups vary by region and are subject to change without notice.
2. **Equipment:** Included in the monthly Periodic Billing amount charged for each unit, the unit occupant will be entitled to receive three (3) *Rogers Ignite Entertainment Boxes* ("EBs") on the following terms and conditions:
 - (i) upon activation, the occupant is deemed to have accepted Rogers' Terms of Service and Acceptable Use Policy (available at www.rogers.com/terms),
 - (ii) if the unit occupant already has an EB that is subject to monthly service charges, instead of receiving a new EB, the monthly service charges shall no longer apply for such EB, until the unit occupant is required to return the EB to Rogers, and
 - (iii) all EBs, unless purchased by the unit occupant, shall remain the property of Rogers and must be returned to Rogers a) if same are not activated within 30 days of receipt, b) when an occupant having the Rogers account for the unit in his or her name vacates a unit, c) when this agreement terminates or d) if replaced by a different digital box in accordance with this agreement or any replacement agreement.

SECTION II - TERMS AND CONDITIONS FOR CABLE SERVICES

THE APPLICABLE PERIODIC BILLING RATE SET OUT IN SCHEDULE "C", SECTION I IS FIXED FOR THE INITIAL TERM OF THE CONTRACT SUBJECT TO THE FOLLOWING CONDITIONS AND EXCEPTIONS:

- (a) Any increase in the number of channels comprising the basic services, as required by the Canadian Radio-television and Telecommunications Commission ("Basic Services") may result in a corresponding change in the Customer's Periodic Billing
- (b) Any increase in the number of channels not comprising Basic Services ("Discretionary Services") will not result in an increase in the Customer's Periodic Billing unless Rogers has obtained the Customer's prior written consent in which case the amount of the increase will be mutually agreed upon.
- (c) If any governmental authority imposes on Rogers any new or increased levy, charge, fee or imposition of any sort that relates to or is exigible on the Cable Services, which Rogers determines to pass on to its customers generally, then Rogers may, at the same time that it increases rates to customers generally in order to pass through costs attributable to such levy, charge, fee or imposition, also increase the rates under this Agreement by the same amount. For greater clarity, "increase in rates" could be in the form of a new line item reflecting the new or increased governmentally imposed levy, charge, fee or imposition

**Schedule B
Internet Services**

ADDRESS OF PROPERTY: 615-701 Lansdowne Avenue, Woodstock, Ontario
EFFECTIVE DATE: September 1, 2022

SECTION I – DESCRIPTION OF INTERNET SERVICES AND EQUIPMENT

1. **Services:** *Rogers Ignite Gigabit* - High-Speed Internet service

Specifications:

Download - Up to 1 Gbps, Upload - Up to 30 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.

2. **Equipment:** Included in the monthly Periodic Billing amount charged for each unit, the unit occupant will be entitled to receive *one (1) Rogers Ignite WiFi Gateway modem ("Modem")* on the following terms and conditions:

- i) the Modems must be activated with Rogers within 30 days of receipt or returned to Rogers.
- ii) unit occupants who may receive the Modems will be subject to a Rogers credit check and may be required to provide Rogers with a security deposit, credit card and/or driver's license or other identification to secure the return of the Modems in good condition, reasonable wear and tear excepted;

SECTION II – 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 Communication 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 Communication Services and any ramifications from such use. Rogers acknowledges that the Customer shall in no way be responsible for the use of the other Communication Services by the occupants.

**Schedule C
Periodic Billing**

ADDRESS OF PROPERTY: 615-701 Lansdowne Avenue, Woodstock, Ontario
EFFECTIVE DATE: September 1, 2022

SECTION I - CALCULATION OF PERIODIC BILLING

1. Term: 5 years
2. Suites: 44 suites

Periodic Billing Rate for Cable Services and Internet Services (combined):

Period		Rate	Units	Monthly*
September 1, 2022	through to August 31, 2027	\$ 47.78	x 44	= \$ 2,102.32
* ALL APPLICABLE TAXES, FEES, LEVIES, CHARGES, AND IMPOSITIONS OF ANY SORT, ARE EXTRA				

3. Modem and three (3) EBs – included in rate above
4. Installation – N/C
5. Payments Per Year: 12 (monthly)

SECTION II - DEFAULT

In the event that the Customer fails to pay the Periodic Billing as aforesaid, the Customer 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,

- (i) if the Customer fails to make any payments as aforesaid, Rogers may give notice to the Customer demanding full payment and if the Customer fails to cure such default within ten (10) days of receipt of notice, Rogers will have the right to a) suspend service to the Customer until such default is remedied and/or b) terminate this agreement effective immediately upon written notice to the Customer and notify the residents of the Premises of such termination whereupon Rogers shall have the right to provide the Cable Services and Internet Services to the occupants on a direct resident pay basis. Despite termination the Customer shall remain liable for Periodic Billing to the date of termination plus interest calculated as aforesaid until Rogers is paid in full and Rogers' right to provide Cable Services and Internet Services under the Access Agreement between the parties together with other Communication Services as defined therein, shall continue in full force and effect; and
- (ii) If an occupant fails to pay for direct resident pay services, and fails to cure such default within ten (10) days after receipt of notice, Rogers will have the right to suspend such Communication Service to the occupant until such default is remedied. The Customer shall remain liable for Periodic Billing during periods of service suspension to the occupant.