

### Amending Agreement

Agreement dated \_\_\_\_\_, 2026 and effective October 1, 2025 among Redpath Sugar Ltd. ("**Redpath**"), GG QS Block 1A Inc. and Quayside Phase 1 Inc. (collectively, "**Quayside**") and City of Toronto (the "**City**", or the "**City as Landowner**", as applicable).

### RECITALS

1. Redpath, Toronto Waterfront Revitalization Corporation and the City are parties to Minutes of Settlement dated November 14, 2011 (the "**MOS**").
2. Quayside Block 1 Inc. assumed the obligations of Toronto Waterfront Revitalization Corporation under the MOS with respect to the Quayside Lands (as hereinafter defined) by an Assumption Re: Redpath Encumbrances dated as of March 1, 2023.
3. Quayside assumed the obligations of Quayside Block 1 Inc. under the MOS with respect to the Quayside Lands (as hereinafter defined) by separate Assumptions Re: Redpath Encumbrances each dated February 20, 2026.
4. Quayside and/or the City as Landowner plans to redevelop those portions of the Waterfront Toronto Lands described under the heading "Quayside" in Schedule "A-2" of the MOS which are described in Schedule "A" to this Agreement (the "**Quayside Lands**"). **[Note to draft: To be confirmed based on review of revisions to Schedule "A"]**
5. The Parties wish to amend the MOS solely as it relates to or affects the Quayside Lands on and subject to the terms and conditions of this Agreement.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the sum of TWO DOLLARS (\$2.00) of lawful money of Canada, now paid by each Party to the other (the receipt and sufficiency of which whereof by each party is hereby acknowledged), the Parties hereby agree as follows:

### ARTICLE 1 AMENDMENTS OF MOS

#### Section 1.1 Interpretation

Notwithstanding anything to the contrary, any amendments of the MOS set out herein shall only apply as and to the extent the MOS affects or relates to the Quayside Lands and shall not affect or amend the MOS as it affects or relates to any other portion of the Waterfront Toronto Lands or the City Lands (as defined in the MOS).

#### Section 1.2 Definitions

The following definitions apply herein and are added to or replace those in the MOS, or are amended as described, as applicable:

**"Approved Mitigation Features"** means Mitigation Features, Receptor-based Mitigation, Required Performance Standard and any mitigation features included as a condition of Development Approval.

**"Built-Form Requirements"** means the requirements set out in paragraphs 9, 10, 12 and 17.1 through 17.5 of this Agreement;

**"City as Landowner"** means the City acting in its capacity as the registered owner from time to time of the City Lands and/or the Quayside Lands (other than portions thereof acquired for public streets), or any part of them, and not in any other capacity, and other references to the City in this Agreement are to the City acting in its other capacities;

**"Class 4 Area Classification"** means the classification of the Quayside Lands as a Class 4 Area under MECP Environmental Noise Guideline: Stationary and Transportation Noise Sources – Approval and Planning (Publication NPC-300) ("**NPC-300**"), as may be amended or replaced from time to time, by resolution effecting the classification passed by City Council that does not by its terms require any further or other instrument or act to effect the classification.

**"Development Approval"** means approval of any Development Approval Application.

**"ECA"** means an Environmental Compliance Approval issued by the MECP.

**"Emissions Study"** has the meaning ascribed to it in the Modified ZBA as may be amended from time to time, and as further qualified by paragraphs 8, 10, 17.2, 17.3, Schedule "H" and Schedule "K" of this Agreement, and for clarity does not require an analysis of air quality (other than odour) or dust as they relate to the Redpath Facility. **"Emissions Studies"** are the plural of Emissions Study.

**"Executive Director, Development Review"** means the Executive Director of the City's Development Review Division (or any successor official), and includes their delegates;

**"including", "includes" and "include"** mean "including (or includes or include) without limitation".

**"Modified ZBA"** means, in relation to the Quayside Lands, Zoning By-law Amendment 1049-2006 as amended by ● and ●. **[Note to draft: We have to use this term since the original agreement uses it.]**

**"MOE" or "MECP"** means the Ontario Ministry of the Environment, Conservation and Parks, as may be renamed or reconstituted from time to time.

**"NOAC"** means a Notice of Approval Conditions, or such other notice or document that the City adopts as indicating the conditional approval of a Site Plan Approval application, issued pursuant to City protocol in the Site Plan Approval process.

**"Noise Model"** has the meaning given to it in Schedule "I".

**"Noise Study"** has the meaning ascribed to it in the Modified ZBA, prepared in accordance with Schedule "I" and Schedule "J" of this Agreement and using the built-form expressed in the drawings to be submitted to the City by Quayside in connection with the relevant Development Approval Application.

The parties agree that the reference to paragraph 17(a) of the MOS in the definition of **"Permit Reports"** is intended to be a reference to paragraph 18(a) of the MOS.

**"Odour Model"** has the meaning given to it in paragraph 17(2)(A) of the MOS.

**"OMB"** means the Ontario Municipal Board and its successor Tribunal, the Ontario Land Tribunal (or any successor thereof);

**"Quayside Lands"** means the lands described under the heading "Quayside" in Schedule "A-2" of this Agreement. **[Note to draft: To be confirmed based on review of revisions to Schedule "A"]**

**"Receptor-based Mitigation"** means at-receptor mitigation works or measures (i) recommended in any Noise Study and/or Emissions Study, (ii) required by this Agreement, including that described at or required pursuant to paragraphs 9, 10, 12 and 17.1 through 17.5; and/or (iii) described or recommended in any Permit Report.

**"Redpath Acoustical Model"** has the meaning given to it in Schedule "I".

**"Sensitive Land Use"** has the meaning ascribed to it in the Environmental Protection Act and the Provincial Planning Statement, 2024, as supplemented by Modified ZBA.

**"Site Plan Application"** means an application for the approval of plans and drawings pursuant to the Site Plan Control provisions of the *City of Toronto Act, 2006*;

**"Site Plan Approval"** means the approval by Council, or City staff if applicable, of a Site Plan Application pursuant to Section 114 of the *City of Toronto Act, 2006*, as amended, revised or replaced from time to time;

**"successor and assign"** and similar references includes tenants, other than tenants of individual residential condominium units or individual residential rental units.

**"Warning Clause"** has the meaning ascribed to it in Modified ZBA and, if and when the Class 4 Classification occurs, shall also include the following:

"Purchasers and tenants are advised that this development has been classified as a Class 4 area under Ministry of Environment, Conservation and Parks publication NPC-300, "Environmental Noise Guideline, Stationary and Transportation Sources – Approval and Planning " and that sound levels due to nearby industrial facilities are required to comply with sound level limits that are protective of indoor areas and are based on the assumption that windows and exterior doors are closed. This dwelling unit has been supplied with a ventilation system which will allow windows and exterior doors to remain closed for noise control purposes. Notwithstanding any noise mitigation at source or in the design of this development and individual dwellings, noise from the industrial facilities may at time interfere with some activities of the dwelling occupants. In the event of such an occurrence, residents are advised to close the windows."

### **Section 1.3 Certain References**

- (1) All references in the MOS to "Waterfront Toronto" as such references relate to the Quayside Lands are changed to "Quayside".
- (2) All references to "City of Toronto as Landowner" are replaced with "City as Landowner".
- (3) All references to "Chief Planner" or "Chief Planner and Executive Director" are replaced with "Executive Director, Development Review".

### **Section 1.4 Development Review and Implementation**

Section 7 of the MOS is deleted and replaced by the following:

7. The Parties agree that any Development Approval Application and/or Holding Symbol Removal Application for the Quayside Lands shall conform and/or comply, as the case may be, with the following provisions, as applicable:

- (a) Site Plan Application drawings submitted to the City for Site Plan Approval shall include express detailed reference and/or illustrations of the Mitigation Features, including any Receptor-based Mitigation. For any Development Approval Application or Holding Symbol Removal Application for the Quayside Lands, the applicant shall submit to the City a Noise Study and Emissions Study as part of its application;
- (b) Quayside and the City as Landowner agree that they shall require any applicant to give written notice to Redpath and its counsel, Stikeman Elliott LLP, of the filing/resubmission of any Development Approval Application and/or Holding Symbol Removal Application and shall require the applicant to provide Redpath, at the time the application/resubmission is submitted to the City, with a copy of the complete application, including electronic copies of all drawings, and all materials revising or updating any such applications, including electronic copies of all drawings, at the time of submission to the City:
  - (i) the applicant shall deliver the electronic copies of the drawings referred to in paragraph 7(b) of this Agreement to Redpath in CAD and PDF formats on CD, DVD, memory stick, or memory card; and
  - (ii) for clarity, the applicant will not post the drawings referred to in paragraph 7(b) of this Agreement to an FTP site or similar, unless the files may be downloaded freely by Redpath, its solicitors and its consultants;
- (c) Quayside and the City as Landowner agree that they shall require any applicant to provide copies of any Noise Studies, Noise Models, Emission Studies and/or Odour Models, as applicable, including all revisions/modifications to said studies and/or models and/or reports, to Redpath and its counsel, Stikeman Elliott LLP, at the time of submission of the Noise Studies and/or Emissions Studies to the City;
- (d) The City shall use best efforts to give written notice to Redpath of the filing of any Site Plan Application or modification, any request for extension of a Site Plan Approval, or any Holding Symbol Removal Application for the Quayside Lands or portion thereof, including any appeals or referrals of the same to the OMB or other adjudicative body;
- (e) Redpath will have a period of 45 days from the date that it receives the materials described in (c) to subject said studies to peer reviews by qualified consultants and to provide its written comments to the Executive Director, Development Review; and
- (f) Neither the City as Landowner nor Quayside shall (i) request that the Executive Director, Development Review issue NOAC or Site Plan Approval or (ii) make a Holding Symbol Removal Application, and the City shall not issue NOAC/Site Plan Approval or approve the removal of a Holding Symbol, until:
  - (i) the 45-day review period required by paragraph 7(e) has expired or has been waived by Redpath in writing in its sole discretion;
  - (ii) the Executive Director, Development Review has had regard for Redpath's comments, if any, delivered within the 45-day review period required by paragraph 7(e);
  - (iii) in the case of a Site Plan Application, the Mitigation Features are conditions of Site Plan Approval;

- (iv) in the case of a Site Plan Application, the drawings and plans submitted as part of the Site Plan Application include express detailed reference to and/ or illustrations of the Mitigation Features and the Approved Mitigation Features, to the satisfaction of the Executive Director, Development Review; and
- (v) in the case of a Site Plan Application, that NOAC and/or the Site Plan Approval requires that the following be included in the Site Plan Agreement: the provision of the Mitigation Features and Approved Mitigation Features; that such features be maintained in good condition or in accordance with a Required Performance Standard; and, that no changes to the Mitigation Features and Approved Mitigation Features that are materially inconsistent with or that otherwise materially detract from the intended purpose of such measures shall be made.

### **Section 1.5 Certain Specific Mitigation**

Section 10 of the MOS is amended by adding the words “and Quayside Lands” after the words “Parkside Lands” wherever they appear.

### **Section 1.6 Determining Mitigation**

A new Section 17.1 is added to the MOS after Section 17 as follows:

#### **17.1 Provisions relating to NPC-300 Class 4**

(A) Unless and until the Class 4 Area Classification occurs, in addition to the requirements set out in the Modified OPA and Modified ZBA, any applications for Development Approval, Holding Symbol removal and Building Permits for Sensitive Land Uses on the Quayside Lands shall require Approved Mitigation Features and Approved Mitigation Details to address exceedances of the MOE Guideline NPC-205, related to industrial source noise and Future Full Capacity, for greater certainty, without reference to the Matrix or other mitigating factors in the MOS.

(B) From and after the date on which Class 4 Area Classification occurs, then the following provisions will apply:

- (i) The parties acknowledge and agree that obligations of Quayside for at-receptor noise mitigation arise herein independently in each of two separate and distinct analyses as follows:
  - (a) Compliance with NPC-300: Quayside shall provide for at-receptor noise mitigation as is necessary to provide for compliance with NPC-300 (Class 4) as between the development proposed on the Quayside Lands and the Redpath Facility, as determined by the Noise Model, except that all noise originating from any ship will be removed from the Noise Model (i.e. ship noise will be “turned off” as a source in the Noise Model); and
  - (b) Reduce the Risk of Complaint: Quayside shall also provide for at-receptor noise mitigation in accordance with Schedules “I” and “J” hereto, as determined by the Noise Model. Except where indicated otherwise, ship noise is included as a source in the Noise Model as is set out in Schedule “I”.
- (ii) The Noise Model as provided for herein shall be used wherever required for all purposes related to the determination of any obligation herein, including any Noise

Study or Permit Report related to noise emissions contemplated or referred to herein. For each Development Approval Application and Building Permit application, Quayside shall request an updated Redpath Acoustical Model from Redpath and Redpath shall provide the updated Redpath Acoustical Model within a reasonable period provided the proposed recipient has executed and delivered a confidentiality agreement covering the Redpath Acoustical Model in form satisfactory to Redpath, acting reasonably. The Noise Model shall be created by incorporating into the Redpath Acoustical Model the proposed development and intervening substantially complete buildings and proposed buildings that will create reflections of sound from Redpath, and material changes to transportation and ambient noise levels, as further described in Schedule "I". In addition, the Noise Model must be updated if MECP regulations so require and/or if any regulatory noise emission standards applicable to Redpath are introduced, amended or replaced, including noise emission standards imposed as conditions of Redpath's ECA.

- (iii) Quayside shall update the Noise Model, and any Noise Study that relies on such Noise Model, within 20 business days of regulatory changes or conditions in paragraph (ii) taking effect. Such Noise Model and any Noise Study that relies on such Noise Model shall continue to be updated as set out in paragraph (ii), and such updates filed with the City, subject to the confidentiality agreement dated January 24, 2024 between Redpath and Quayside.
- (iv) Any Noise Model to be utilized pursuant to this Agreement shall be on the basis that:
  - (a) the sound level ascribed to the ship noise source shall remain the same as what is established in the Redpath Acoustical Model as of **[Note to draft: This will be the date of the amending agreement.]**;
  - (b) Redpath's sources, not including the ship, shall remain in compliance with the Class 4 noise level limits of NPC-300 at existing and proposed sensitive receptors on the Quayside Lands and in compliance with NPC-300 or such other limits or conditions as imposed by Redpath's ECA.
- (v) In addition to the requirements set out in the Modified OPA and Modified ZBA, the Parties agree that any applications for Development Approval, Holding Symbol removal and Building Permits for Sensitive Land Uses on the Quayside Lands shall comply with the following provisions:
  - (a) implementation and maintenance of the Approved Mitigation Features and Approved Mitigation Details to address exceedances of the MOE Guideline NPC-300, as amended or replaced from time to time, related to industrial source noise and Future Full Capacity with reference to the Evaluation Method and Matrix of Design Features attached hereto as Schedule "I" (hereinafter the **"Quayside Noise Matrix"**).
- (vi) The Parties acknowledge and consent to the MOE relying on this Agreement in its review and processing of existing and requested ECAs and annual updates thereto pertaining to the current and future operations at the Redpath Facility.
- (C) Quayside shall not seek, cause to be sought or facilitate in any manner whatsoever, revocation of the Class 4 Area Classification.

## **Section 1.7 Odour - General**

A new Section 17.2 is added to the MOS after Section 17.1 as follows:

### **17.2 Odour - General**

(A) In order to determine its obligations hereunder respecting Receptor-based Mitigation in respect of odour on the Quayside Lands, Quayside shall employ AERMOD model (USEPA Version 14134, provided by RWDI and dated July 17, 2017 but modified so as to include balconies as receptors at all times and also to remove all buildings that are not substantially complete, including development on the Quayside Lands that is not the subject of the particular site plan application/building permit application that is under consideration.) (the “**Odour Model**”), subject to paragraphs (B), (C), (D), and (E) below, and the requirements of Schedule “H” herein. The obligation herein of Quayside respecting odour mitigation shall arise if concentrations calculated by this Odour Model fall within one of the mitigation odour levels set out on Schedule “H” using the 99.5 percentile of the modelled results. Receptor-based Mitigation, which may include self-closing doors, shall be provided in accordance with the requirements of Schedule “H”.

(B) An Emissions Study shall be required concurrent with preparing any Development Approval Application and a Permit Report shall be required concurrent with preparing a Building Permit application for the development of the Quayside Lands, or any portion thereof.

(C) Off-site building(s) and on-site building(s) on the Quayside Lands will only be considered in the Odour Model and in any Emissions Study for screening a proposed building or buildings on the Quayside Lands for the purpose of any Emissions Study where the exterior(s) thereof of such off-site building(s) and building(s) on the Quayside Lands are substantially complete. For clarification, buildings on the Quayside Lands that are proposed to be built simultaneously or concurrently with the building that is the subject of a specific Site Plan Application may not be included in the Odour Model or the Emissions Study in support of the specific Site Plan Application if such building(s) potentially provide complete or partial screening of the building that is the subject of the specific Site Plan Application.

(D) For each Emissions Study and/or Permit Report required, the Odour Model shall be updated with input from Redpath to account for: current conditions at the Redpath Facility; planned and predictable future conditions at the Redpath Facility; development conditions in the area, and conditions in the surrounding area.

(E) Every Emissions Study and Permit Report shall make specific recommendations to minimize the potential for complaint about Redpath’s emissions and to lessen the potential for adverse effect, having assessed Redpath’s Future Full Capacity.

(F) Notwithstanding any other section(s) of this Agreement and Schedule “H”, all exterior building openings that provide outside air by mechanical means into a building or a portion of a building shall provide such air through filter(s), with carbon or other odour absorptive filter material with a hydrocarbon and VOC removal efficiency of 95% or greater. Exterior building openings which connect directly to air handling units exclusively for parking garages, loading docks or service areas are exempt from this requirement.

## **Section 1.8 Determining Mitigation**

A new Section 17.3 is added after Section 17.2 as follows:

### **17.3 Process to Determine Mitigation**

(A) Without limiting the generality of Section 18, Quayside shall include in the plans constituting any Site Plan Application all Receptor-based Mitigation recommended by the accompanying Noise Study and/or Emissions Study all Receptor-based Mitigation contemplated by this Agreement to be provided in addition thereto, either by drawing or notation thereon.

- (i) If the Noise Study does not address the matters set out in Section 2 of Schedule “J”, then subsections 3.01, 3.02, 3.03, 4.01, 5.01 and 5.02 and Table 1 of Schedule “I” shall be incorporated as a notation of mitigation on plans submitted with an application for Site Plan Approval as described in Section 17.3(A); and
- (ii) If the Noise Study does not address the matters set out in Section 3 of Schedule “J”, then subsection 2.02 of Schedule “I” shall be incorporated as a notation of mitigation on plans submitted with an application for Site Plan Approval as described in 17.3(A).

Such notations may not be amended or removed once they have been prepared to Redpath's satisfaction, acting reasonably.

(B) Quayside shall provide copies of all materials referred to in Section 17.3(A) and a copy of each of the Noise Model and Odour Model that are the basis for the Noise Study and/or Emissions Study in accordance with Schedule “L”, respectively, to Redpath within 2 business days of the delivery of the application referred to in Section 17.3(A) to the City. Quayside shall also provide Redpath with copies of all resubmissions respecting the Site Plan Application made to the City including modifications, supplements or addenda to the Noise Study and/or Emissions Study and any changes or modifications to any mitigation shown or notated on the drawings therewith, along with a copy of the Noise Model and Odour Model, if such was used in such modifications, supplements or addenda, within 2 business days of the delivery of such resubmission to the City and Schedule “L” shall also apply in this circumstance.

(C) If Redpath provides comments to the City respecting any Site Plan Application, resubmission or modifications thereto filed by Quayside within the 45-day review period set out in paragraph 7(e) of Redpath's receipt of all of the materials specified in 17.3(B) (for clarity, if such materials are delivered in installments, upon Redpath's receipt of the final such installment), then the Executive Director, Development Review shall consider Redpath's comments prior to the issuance of NOAC and/or Site Plan Approval. In this respect, if the Executive Director, Development Review receives comments from Redpath within the time period set out in this section, he/she shall provide to Redpath a written acknowledgement of the receipt of same and a written acknowledgement of the obligation herein to consider such comments.

(D) Without limiting the generality of Section 18, concurrently with any application for a Building Permit for any building or part of a building that affects, implements or relies upon any Receptor-based Mitigation and/or Required Performance Standards, Quayside shall deliver to the City and Redpath Permit Reports that:

- (i) confirm that:
  - (a) the Receptor-based Mitigation are the same as shown, or are the same as, or meet the requirements of, the notation(s), on the Site Plan drawings referred to in the NOAC subject only to changes permitted under Section 17.1(B)(iii). For clarity, if such a notation provides a formula or method to determine the final form and/or specifications of any Receptor-based Mitigation and/or Required Performance Standards, the Permit Report will apply the formula or method and determine the final form and/or specifications thereof;



- (b) all Receptor-based Mitigation and/or Required Performance Standards required to be incorporated have been shown or notated on the Building Permit drawings;
  - (c) the Receptor-based Mitigation and/or Required Performance Standards for the building or portion thereof that is the subject of the Building Permit will deliver Compliance with NPC-300 and Reduce the Risk of Complaint as specified in Section 3.1;
  - (d) the Receptor-based Mitigation and/or Required Performance Standards for the building or portion thereof that is the subject of the Building Permit will comply with the requirements of Sections 17.2(A), (B) and (C) and Schedule "H"; and
  - (ii) set out protocols for the maintenance of Receptor-based Mitigation and/or Required Performance Standards where such is necessary for the work in question to retain its functional characteristics as relied upon in the Permit Report and this Agreement;
  - (iii) set out the matters referred to Section 2 and Section 3 of Schedule "J" where the Permit Report determines the final form and/or specifications of Receptor-based Mitigation and/or Required Performance Standards contemplated by Schedule "J" as set out in Section 17.3(D)(i); and
  - (iv) set out the matters referred to in Section 2, Section 3, Section 4, Section 5, Section 6 or Section 7 of Schedule "K" where the Permit Report determines the final form and/or specifications of Receptor-based Mitigation and/or Required Performance Standards contemplated by Schedule "K" as set out in Section 17.3(D)(i).
- (E) Notwithstanding the requirements under Schedule "H", unit-specific air intakes will be designed and constructed to accommodate carbon filters only where an Emissions Study indicates that the unit in question is subject to odour levels greater than 1 OU using the 99.5 percentile of the modelled results.

## Section 1.9 Process

- (1) Section 18(b) through (d) are deleted and replaced with the following:

(b) In connection with any application for a Building Permit for the Quayside Lands, the Air Engineer and a professional engineer with expertise in acoustics ("**Acoustical Consultant**"), respectively, shall, prior to the submission of an application for the Building Permit prepare and deliver to Redpath the materials described in Schedule "M" together with Permit Reports and an opinion in writing (an "**Opinion**") to Redpath, that all Building Permit plans provided to Redpath which are to be submitted to the City for approval have incorporated the: Approved Mitigation Features; Built-Form Requirements; Filter Systems and Filter Specifications; Filter Unit and Filter Unit Specifications and Mitigation Features outlined in the detailed Permit Reports, if any, as required design features on the drawings even where such measures are not usually required to be shown on Building Permit plans (collectively the "**Mitigation Details**").

(b.1) In connection with the filing of an application for a Building Permit with the City for the Quayside Lands, the Air Engineer and Acoustical Consultant, respectively, shall deliver Permit Reports and the Opinion to the Executive Director, Development Review and the Chief Building Official that all Building Permit plans submitted for approval have incorporated the Mitigation Details.

(b.2) Simultaneously with the filing of an application or an application resubmission for Building Permit with the City for the Quayside Lands, the Air Engineer and Acoustical Consultant, respectively, shall deliver a certification in writing (a **"Certification"**) to Redpath, that the Permit Reports, Opinion and all Building Permit plans submitted for approval have not been modified compared to the versions provided to Redpath for review in (b), (b.3) and/or (c), as applicable. Such Certification will also constitute notice to Redpath that the Building Permit application or resubmission has been filed with the City and must provide the particulars of the municipal file number associated with the Building Permit application. A failure to provide such Certification within 5 days of the Building Permit application or modification being filed with the City will result in Redpath's period of review specified in (b.3) below being suspended until such Certification is provided and Redpath's period of review specified in (b.3) below will be extended accordingly.

(b.3) Redpath will have a period of 45 days from the date (the **"Materials Receipt Date"**) that it receives a copy of the Permit Reports, Opinions, Noise Models and Odour Models, together with a copy of the proposed application for the Building Permit and any plans, drawings or specifications (for clarity, if such materials are delivered in installments, upon Redpath's receipt of the final such installment) which are to be submitted to the City as part of the application for a Building Permit, and which are relied upon by the Air Engineer and Acoustical Consultant in accordance with this Section, to review and provide written comments about the Building Permit application to Quayside or the City as Landowner, as applicable. The 45-day period may be extended in accordance with (b.2) above. Quayside and/or the City as Landowner shall deliver to Redpath electronic copies of the drawings referred to above in CAD and PDF formats on CD, DVD, memory stick, or memory card and, for clarity, the applicant will not post the drawings referred to in paragraph 7(b) of this Agreement to an FTP site or similar, unless the files may be downloaded freely by Redpath, its solicitors and its consultants.

(c) Quayside and/or the City as Landowner, as applicable, shall revise the Building Permit application and/or supporting materials to reflect comments from Redpath relating to the incorporation of the Mitigation Details and shall deliver the revised versions to Redpath for review. Quayside and/or the City as Landowner shall provide copies of all proposed Building Permit application resubmissions to be made to the City that involve modifications, supplements or addenda to a Permit Report and any changes or modifications to any Receptor-based Mitigation and/or Performance Standards shown or notated on the Building Permit drawings, along with a copy of the Noise Model and Odour Model, if such was used to prepare such modifications, supplements or addenda to Redpath prior to submission to the City, together with reports from an Air Engineer and an Acoustical Consultant with a detailed description of the revisions and/or changes in such resubmission, as applicable, as compared with the original. Redpath shall have a period of ten (10) business days from the date it receives the materials described in the first sentence or the second sentence of this paragraph, as applicable, to review such materials and provide comments (or further comments, as applicable) on the same. The preceding sentence shall not apply to a Building Permit application resubmission which does not relate to or affect the Mitigation Features, Mitigation Details or Performance Standards provided that Quayside or the City as Landowner delivers to Redpath at the time of delivery of the materials described in the second sentence of this paragraph the written opinion of its Air Engineer or Acoustical Consultant, as applicable, confirming the same (an **"Exempt Resubmission"**). This paragraph shall apply to any comments Redpath may provide on any revised versions and further resubmissions, *mutatis mutandis*.

(c.1) Quayside and the City as Landowner shall not apply for a Building Permit or make any resubmission in respect of a Building Permit application until the expiry of fifteen (15) days after the Materials Receipt Date and shall not make any resubmission in respect of a Building

Permit Application (other than an Exempt Resubmission) until the expiry of the review period specified in (c) above.

(c.2) Quayside and the City as Landowner shall include the Permit Reports and the Opinions with every Building Permit application. Quayside and the City as Landowner shall give the Certification to Redpath and its counsel, Stikeman Elliott LLP, of the filing of any Building Permit application and shall provide to Redpath and its counsel, at the time the application is submitted to the City, a copy of the complete application, including electronic copies of all drawings, all Noise Models and Odour Models and all materials revising or updating any such applications, including electronic copies of all drawings, the Permit Reports and the Opinions, at the time of submission to the City.

(c.3) Quayside and the City as Landowner shall not request the issuance of a Building Permit, collect a Building Permit, or commence construction on the Quayside Lands unless and until it has complied with the provisions of this Section 18 and all review periods provided for in this Section 18 have expired.

(d) Quayside and City as Landowner shall, prior to the first occupancy of each and every development on the Quayside Lands, cause an Air Engineer and an Acoustical Consultant to provide opinions in writing to the City and to Redpath that the development as constructed includes the Mitigation Details, and that all such Mitigation Details meet the required specifications for such features and are operating as anticipated in accordance with the Required Performance Standard, Filter Specifications, Filter Unit Specifications, and other requirements as may be applicable.

#### **Section 1.10 Transfers, Etc.**

(1) Section 24 of the MOS is amended by deleting the last sentence thereof and replacing it with: "In the event that the City acquires any part of the Park Land or the Parkside Lands for any purpose or any part of the Quayside Lands for a public street, the City shall not be bound by this Agreement as an owner of the lands so acquired except as is otherwise set out in this Agreement."

(2) Section 25 of the MOS is amended by:

(a) Adding the words ", including any tenant (other than tenants of individual residential condominium units or individual residential rental units)" after "their respective successors and assigns";

(b) Deleting the last sentence thereof and replacing it with the following: "In the event that a transferee of all or part of a Party's land affected by this Agreement assumes that Party's obligations under this Agreement that relate to or affect the land transferred, the Party whose obligations are assumed shall be relieved of its obligations under this Agreement as and to the extent they relate to or affect the land transferred."

(c) Adding a new sentence at the end of that section as follows:

Quayside shall cause every mortgagee of the Quayside Lands or any portion thereof (excluding mortgagees of individual residential condominium units) to enter into an Assumption Agreement provided that such Assumption Agreement shall state that the mortgagee is only to be bound by the covenants and obligations, and is only responsible for the liabilities, in each case, under this Agreement as such covenants, obligations relate to the portion of the Quayside Lands so mortgaged to the mortgagee and only for so long as the

mortgagee is the successor in title to or has possession or control of such lands, provided that upon the transfer of the land by the mortgagee or as a result of enforcement of the mortgagee's security it must comply with the provisions of this Section 25.

(3) Section 22 of the MOS is amended by:

- (a) adding the words: "the complete text of the Warning Clause," before the words "notice of the terms of this Agreement"; and
- (b) adding the following new paragraph at the end of Section 22:

Without limiting the generality of the first paragraph of this Section 22, with respect to any condominiums to be created on all or any part of the Quayside Lands, Quayside hereby agrees that:

- (a) The disclosure statement and declaration for such condominium shall include the Warning Clause;
- (b) The declaration for such condominium will require the condominium corporation to enter into an Assumption Agreement in respect of the property governed by such declaration and that the condominium corporation will deliver a copy of the same to Redpath; and
- (c) The declaration for such condominium shall provide that the condominium corporation is responsible for operating, maintaining, repairing and replacement of the Approved Mitigation Features, Built-Form Requirements and Approved Mitigation Details in accordance with this Agreement, and not to make any changes that are inconsistent or otherwise detract from the intended purpose of such Approved Mitigation Features, Built-Form Requirements and Approved Mitigation Details, and has the right to enter into units and exclusive use common element areas in order to implement compliance with the condominium corporation's obligations in this Agreement with respect to the installation, operation, maintenance, repair and replacement of the Approved Mitigation Features, Built-Form Requirements and Approved Mitigation Details.

#### **Section 1.11 Schedules.**

Schedules "H", "I", "J", "K", "L", "M" and "N" attached hereto are attached as Schedules "H", "I", "J", "K", "L", "M" and "N" to the MOS.

#### **Section 1.12 Deemed Compliance with Review Periods**

Notwithstanding anything in the MOS as amended hereby

- (a) the period for Redpath to review and comment on any Noise Study, Emissions Study, Permit Report, Opinion, Site Plan Application, Holding Symbol Removal Application, or resubmission or modification thereto delivered to Redpath prior to the date on which this Agreement has been executed and delivered by all parties hereto (the "**Execution Date**") shall be deemed to expire as follows
  - (i) where the review period provided in the applicable provision of the MOS, as amended hereby, has expired prior to the Execution Date, the day after the Execution Date; and

- (ii) where the review period provided in the applicable provision of the MOS, as amended hereby, has not expired prior to the Execution Date, on the date the review period provided in the applicable provision of the MOS, as amended hereby, expires and
- (b) written comments provided by Redpath or its consultants delivered prior to the Execution Date are deemed to have been delivered prior to the expiry of the applicable period.

The City and Quayside acknowledge receipt of the following written comments prior to the Execution Date:

- (i) **.[Note to draft: list of documents containing comments to be added.]**

For greater certainty, the comments provided are based on this Agreement being in effect.

## **ARTICLE 2 GENERAL**

### **Section 2.1 Registration**

Quayside shall register this agreement on title to the Quayside Lands and consents to the same.

Quayside shall cause any mortgagees of the Quayside Lands on the Execution Date to execute, deliver and register a postponement of their mortgages to the notice of this Agreement and to execute and deliver an Assumption Agreement on and subject to the terms in the new paragraph of Section 25 of the MOS as set out above.

### **Section 2.2 Interpretation**

This Agreement shall be construed with all changed in number and gender as may be required by the context. On and after the date of this Agreement, any reference to "this Agreement" or similar in the MOS and any reference to the MOS in any other agreements will mean the MOS as amended by this Agreement. Except as specifically amended by this Agreement, the provisions of the MOS remain in full force and effect.

### **Section 2.3 Specific Performance.**

The Parties agree that any breach by a Party hereto of the provisions of this Agreement or the MOS as amended hereby would not be adequately compensated by payment of damages and, accordingly, the Parties admit that specific performance and injunctive relief are appropriate forms of remedy in the event of default. Quayside and the City as Landowner consents to the granting of injunctive relief, and agree not to oppose, contest or raise any objection to the Redpath's entitlement to seek or obtain such relief in any court of competent jurisdiction, in each case in respect of any breach or threatened or potential breach of the obligations of Quayside or the City as Landowner under Section 18(c.3) of the MOS as amended hereby.

### **Section 2.4 Further Assurances.**

At all times, and from time to time hereafter, upon every reasonable written request to do so, they shall make, execute, deliver, or cause to be made, done, executed, and delivered, all such further acts so

as to more effectively implement and carry out the true intent and meaning of this Agreement. Without limiting the generality of the foregoing, if the Land Registry Office refuses registration of notice of this Agreement on title to the Quayside Lands, the parties shall, at Redpath's option, promptly execute, deliver and register on title to the Quayside Lands a restrictive covenants agreement in registrable form which carries out the intent of this agreement.

**Section 2.5 Time of the Essence.**

Time is of the essence in this Agreement.

**Section 2.6 Amendments.**

This Agreement may only be amended, supplemented or otherwise modified by written agreement signed by all of the Parties.

**Section 2.7 Waiver.**

No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar). No waiver will be binding unless executed in writing by the Party to be bound by the waiver. A Party's failure or delay in exercising any right under this Agreement will not operate as a waiver of that right. A single or partial exercise of any right will not preclude a Party from any other or further exercise of that right or the exercise of any other right it may have.

**Section 2.8 Entire Agreement.**

This Agreement constitutes the entire agreement between the Parties with respect to the amendment of the MOS and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties with respect thereto.

**Section 2.9 Successors and Assigns.**

This Agreement becomes effective when executed by all of the Parties. After that time, it will be binding upon and enure to the benefit of the Parties and their respective successors, legal representatives and permitted assigns.

**Section 2.10 Severability.**

If any provision of this Agreement is determined to be illegal, invalid or unenforceable, by an arbitrator or any court of competent jurisdiction from which no appeal exists or is taken, that provision will be severed from this Agreement and the remaining provisions will remain in full force and effect.

**Section 2.11 Governing Law.**

This Agreement is governed by, and will be interpreted and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein.

**Section 2.12 Counterparts.**

This Agreement may be executed in any number of counterparts, each of which is deemed to be an original, and such counterparts together constitute one and the same instrument. Transmission of an executed signature page by facsimile, email or other electronic means is as effective as a manually executed counterpart of this Agreement.

(The remainder of this page is intentionally blank.)

The parties have executed this Agreement as of the date first written above.

**REDPATH SUGAR LTD.**

---

Name:

Title:

I have authority to bind the Corporation.

GG QS Block 1A Inc.

---

Name:

Title:

---

Name:

Title:

I/We have authority to bind the Corporation.

**QUAYSIDE PHASE 1 INC.**

---

Name:

Title:

---

Name:

Title:



I/We have authority to bind the Corporation.

**CITY OF TORONTO**

---

Name:

Title:

---

Name:

Title:

I/We have authority to bind the Corporation.

**SCHEDULE "A"**  
**QUAYSIDE LANDS**

**[Note to draft: Subject to review by Redpath.]**

**LEGAL DESCRIPTION OF QUAYSIDE BLOCK 1B, BLOCK 1C AND BLOCK 2**  
**REGISTERED OWNER: QUAYSIDE PHASE 1 INC.**

**PIN 21384-0084 (LT)**

PART LOT 11 PLAN 694E PARTS 11, 12 66R34869; TOGETHER WITH AN EASEMENT OVER PART LOT 11 PLAN 694E PARTS 5, 7 66R34869 AS IN AT7012171; SUBJECT TO AN EASEMENT OVER PART 11 66R34869 IN FAVOUR OF PART LOT 11 PLAN 694E PARTS 1, 5, 7, 9 66R34869 AS IN AT7012172; CITY OF TORONTO

**PIN 21384-0085 (LT)**

PART LOT 11 PLAN 694E PART 4 66R34869; TOGETHER WITH AN EASEMENT OVER PART LOT 11 PLAN 694E PARTS 5, 7 66R34869 AS IN AT7012171; CITY OF TORONTO

**PIN 21384-0430 (LT)**

PART LOT 11 PLAN 694E PARTS 2, 3 66R34869; TOGETHER WITH AN EASEMENT OVER PART LOT 11 PLAN 694E PARTS 5, 7 66R34869 AS IN AT7012171; SUBJECT TO AN EASEMENT OVER PART 2 66R34869 IN FAVOUR OF PART LOT 11 PLAN 694E PARTS 1, 5, 7, 9 66R34869 AS IN AT7012172; CITY OF TORONTO

**PIN 21384-0432 (LT)**

PART LOT 11 PLAN 694E PART 6 66R34869; TOGETHER WITH AN EASEMENT OVER PART LOT 11 PLAN 694E PARTS 5, 7 66R34869 AS IN AT7012171; SUBJECT TO AN EASEMENT IN FAVOUR OF PART LOT 11 PLAN 694E PARTS 1, 5, 7, 9 66R34869 AS IN AT7012172; CITY OF TORONTO

**PIN 21384-0434 (LT)**

PART LOT 11 PLAN 694E PARTS 8, 10 66R34869; TOGETHER WITH AN EASEMENT OVER PART LOT 11 PLAN 694E PARTS 5, 7 66R34869 AS IN AT7012171; SUBJECT TO AN EASEMENT OVER PART 8 66R34869 IN FAVOUR OF PART LOT 11 PLAN 694E PARTS 1, 5, 7, 9 66R34869 AS IN AT7012172; CITY OF TORONTO

**LEGAL DESCRIPTION OF BLOCK 1A LANDS**  
**REGISTERED OWNER: GG QS BLOCK 1A INC.**

**PIN 21384-0429 (LT)**

PART LOT 11 PLAN 694E PART 1 66R34869; TOGETHER WITH AN EASEMENT OVER PART LOT 11 PLAN 694E PART 2, 6, 8, 11 66R34869 AS IN AT7012172; CITY OF TORONTO

**PIN 21384-0431 (LT)**

PART LOT 11 PLAN 694E PART 5 66R34869; SUBJECT TO AN EASEMENT IN FAVOUR OF PART LOT 11 PLAN 694E PARTS 2, 3, 4, 6, 8, 10, 11, 12 66R34869 AS IN AT7012171;

TOGETHER WITH AN EASEMENT OVER PART LOT 11 PLAN 694E PART 2, 6, 8, 11 66R34869 AS IN AT7012172; CITY OF TORONTO

**PIN 21384-0433 (LT)**

PART LOT 11 PLAN 694E PARTS 7, 9 66R34869; SUBJECT TO AN EASEMENT OVER PART 7 66R34869 IN FAVOUR OF PART LOT 11 PLAN 694E PARTS 2, 3, 4, 6, 8, 10, 11, 12 66R34869 AS IN AT7012171; TOGETHER WITH AN EASEMENT OVER PART LOT 11 PLAN 694E PART 2, 6, 8, 11 66R34869 AS IN AT7012172; CITY OF TORONTO

## **SCHEDULE “H” ODOUR MATRIX**

Odour Matrix mitigation is independent of any mitigation that may be required for compliance with MECP Noise Guidelines or noise mitigation requirements of this Agreement. All mitigation works referred to in this Odour Matrix will be articulated as required Receptor-based Mitigation.

The application of this Odour Matrix is based on the Odour Model described in Section 17.2(A) of this Agreement shall apply.

All return air flow rates associated with windows, doors, vents and similar openings on the exterior of a building, or any portion of a building, shall be designed to maintain positive pressure in accordance with either (i) Ventilation and Acceptable Air Quality in Residential Buildings, ANSI/ASHRAE Standard 62.2 2016 or (ii) the then-current Ventilation and Acceptable Air Quality in Residential Buildings, ANSI/ASHRAE Standard at the time of application for site plan approval, whichever is more conservative, under normal weather conditions and assuming external doors and windows are closed (i.e. supply air flow rates exceed return air flow rates) whether or not the subject building is residential, commercial or otherwise. Such air pressure requirements shall be applicable to the entire building and all portions thereof with the exception of garages, loading docks and service areas.

Building ventilation systems shall be designed and constructed to include carbon filters and such filters shall be fully operational for all buildings or portions of buildings prior to occupancy. 100% of outside air that is provided by mechanical means to a building or a portion of a building shall be provided through a carbon filter with an odour (hydrocarbon and VOCs) removal efficiency of 95% or greater. The specifications and maintenance protocols for such carbon filters are to be determined either at the Site Plan Approval or the Building Permit application stage and will comprise Receptor-based Mitigation in this Agreement.

The Odour Matrix below is intended to apply to the exposed building faces, balconies, terraces, rooftops, outdoor amenity space, and associated grade related areas on the Quayside Lands:

### **6.0 and over OU Level**

- Sealed Units
- No operable windows or doors on exterior building walls unless contained within an enclosed balcony/terrace
- No unenclosed balconies, terraces or common or private amenity areas
- All intakes, vents and other similar openings are to be positioned in a screened location however this condition would not apply to dwelling or commercial unit specific air handling units

### **3.0 to < 6.0 <sup>1</sup>**

- Only small balconies terraces and private amenity areas (maximum of 1.8m deep) permitted
- Common amenity areas are permitted
- A self-closing door<sup>2</sup> is required to access/exit all balconies, terraces, patios and rooftop amenity spaces, where the concentrations on the balcony, terrace, patio or rooftop amenity space fall within this mitigation level
- Screening or alternative barriers are required for all terraces, patios and rooftop areas that are either for common use or have an area of greater than 20 square metres and for balconies that are for common use, in each case where the concentrations on the balcony, terrace, patio or rooftop amenity space fall within this mitigation level

- All intakes, vents and other similar openings are to be positioned in a screened location however this condition would not apply to dwelling or commercial area unit specific air handling units

### **2.0 to < 3.0<sup>3</sup>**

- Only small balconies and terraces and private amenity areas (maximum of 1.8m deep) permitted
- Common amenity areas are permitted
- All intakes, vents and other similar openings are to be positioned in a screened location however this condition would not apply to dwelling or commercial unit specific air handling units

### **Under 2.0**

- No restrictions on size of balconies, terraces or private amenity areas
- Common amenity areas are permitted
- All intakes, vents and other similar openings are to be positioned in a screened location however this condition would not apply to dwelling or commercial unit specific air handling units

### **Notes/Qualifications**

1. Note that if any portion of a balcony, terrace, private amenity space, or common amenity area is predicted to fall within the mitigation odour level 3.0 to < 6.0, the highest Mitigation Level predicted must be applied to the whole of such balcony, terrace, private amenity space, or common amenity area.
2. Automatic door closer will be designed to operate under normal weather conditions and exclude any mechanism that would allow the door to be left in an open position. This type of door will provide the only access to the balconies, terraces, rooftops, patios or at grade amenity space.
3. Note that if any portion of a balcony, terrace, private amenity space, or common amenity area is predicted to fall within the mitigation odour level 2.0 to < 3.0, the highest Mitigation Level predicted must be applied to the whole of such balcony, terrace, private amenity space, or common amenity area.

## SCHEDULE "I"

### NOISE EVALUATION METHOD and SELECTION OF EXTERIOR ENVELOPE SOUND ISOLATION

Based on NPC-300  
Noise Evaluation Method and Mitigation Selection  
For Development of Quayside Lands

(the "Noise Evaluation Method")

#### SCOPE

For the Quayside Lands, the evaluation method contained herein will be used to assess excess noise, occurring where Sensitive Land Uses are proposed, for the purpose of determining obligations for mitigation. The Sensitive Land Uses permitted on the Quayside Lands are set out in this Agreement.

#### METHOD

### SECTION 1 Noise Prediction and Assessment

- 1.01 The CADNA acoustical model of the Redpath Facility prepared by Redpath's Acoustical Consultant from time to time which includes all current Redpath noise sources (locations and noise emission levels, as updated from time to time by Redpath (the "**Redpath Acoustical Model**"), will be utilized to create the acoustical model incorporating the proposed development on the Quayside Lands that is the subject of the relevant application, and existing structures nearby or intervening between the Redpath Facility and the Quayside Lands, subject to Section 17.1(B)(i) and (ii) and the provisions of this Schedule "I" and incorporating the matters identified in Section 1(a) of Schedule "J", and subject to being updated if Redpath issues an updated acoustic model of its facility or if the removal or addition of a structure on the Toronto Waterfront so justifies (the "**Noise Model**"). The Redpath Acoustical Model current as of **[Note to draft: This will be the date of the amending agreement.]** is the acoustical model prepared by Valcoustics Canada Ltd. with the file name **["Redpath Updated Noise Model 2024-07-18.cna"]****[Note to draft: To be confirmed.]** The CADNA software used for all modelling shall be based on Standard ISO 9613-2 First Edition 1996-12-15 and all modelling provided for the Quayside Lands shall be accompanied by a statement confirming this.
- 1.02 The worst case location of the crane, in terms of maximum impact, shall be determined on an individual basis relative to the particular property and set of receptors in question, and used for the modelling.
- 1.03 Buildings for which an above-grade building permit has been issued and are substantially complete when a building specific Site Plan Approval application on the Quayside Lands, or part thereof is being filed with the City, to the point that such building(s) can reasonably be expected to function effectively as a complete or partial sound barrier between the Redpath Facility and the building that is the subject of the building specific Site Plan Application, can be included in the Noise Model used in connection with such Site Plan Application. For clarification, buildings on other portions of the Quayside Lands that are part of the proposed development that are not substantially complete, inclusive of buildings that are proposed to be built simultaneously or concurrently with the building that is the subject of the building specific Site Plan Approval application, may not be included in the Noise Model as intervening development that could provide a complete or partial sound

barrier for the building that is the subject of the building specific Site Plan Approval application.

- 1.04 All building facades in the Noise Model should be considered to be partially reflective, with an absorption coefficient that best characterizes the materials used, to a maximum  $\alpha$  of 0.2 (if unknown, use  $\alpha = 0.2$  at all frequencies). At least one order of reflection should be used in the Noise Model.
- 1.05 Drawings reflecting the potential development of lands intervening between the Redpath Facility and the Quayside Lands or which are not intervening between the Redpath Facility and the and Quayside Lands but which are located so as to be able to create sound reflections from the Redpath Facility to the Quayside Lands (i.e. where such buildings are not substantially complete as referred to in Paragraph 1.03 of this Schedule "I") shall be incorporated into the Noise Model as follows:
- (a) Where a Building Permit therefor has been issued by the City, the building permit drawings will be incorporated;
  - (b) Where no Building Permit has issued, where the City has approved, conditionally or finally, site plan drawings, such drawings will be incorporated;
  - (c) Where no Building Permit has issued and no site plan approval has issued, whether final or conditional, then building envelopes based on the approved zoning by-laws will be incorporated.

All such building envelopes will be included in the Noise Model for the purpose of determining sound reflections only but shall not be included as sound reflectors if they would function as a sound barrier for the Redpath Facility relative to the proposed development if such building(s) were actually built.

- 1.06 The Noise Model shall be updated to reflect the currently available traffic information for the surrounding roadways, including non-rail TTC traffic on Queen's Quay. Using this data, traffic noise levels for the minimum daytime hour (between 0700 and 2300h) and the minimum night-time hour (between 2300 and 0700h) shall be calculated with the Noise Model for all Points of Reception for noise from the Redpath Facility, using the contained RLS90 road noise model configured to include lateral diffraction and smooth pavement type, or using such other traffic noise model, such as TNM, that the MECP adopts/accepts.
- 1.07 The City of Toronto's partial removal of the Gardiner Expressway and changes to on and off-ramps shall be taken into consideration in the Noise Model whether or not such public works have been undertaken.
- 1.08 The Noise Model shall be employed to predict non-impulse sound levels from the Redpath Facility at each relevant Point of Reception, and the degree of excess (in dBA) relative to the applicable noise criteria at each receptor, as determined according to the previous and following items.
- 1.09 For the purposes of Section 2 and Section 3 of this Schedule "I" the applicable noise criteria at all receptors shall be as in MECP Publication NPC-300 Class 1 noise criteria (limits).
- 1.10 Residential windows leading into noise-insensitive spaces, such as windows for bathrooms, hallways, and storage rooms, shall not be considered to be noise-sensitive receptors, unless the noise-insensitive space is unpartitioned and therefore an extension of a noise sensitive space such as a bedroom, living/dining room, den or eat-in kitchen.

- 1.11 Where a residential bedroom in a unit is not fully partitioned (full floor to ceiling walls with an access door to the bedroom, such that when the door is closed results in complete partitioning of the bedroom) from other habitable space having exterior windows, all exterior windows to the unit shall be treated as if they are windows to a residential bedroom.
- 1.12 For any residential, habitable space, excluding bathroom and closet space, that has exterior windows and which is fully partitioned from a living/dining room and/or kitchen; such windows shall be treated as if they are windows to a residential bedroom.
- 1.13 Plane-of-window sound levels will be assessed using the Building Evaluation feature of the Noise Model to assess the full extent of all building facades and the results shown as 3d views of the facades.
- 1.14 For the initial design of all buildings or all portions of buildings erected or used for non-residential uses, the assumption should be made that all windows on such facades are on a space that is used for a non-residential Sensitive Land Use with respect to the selection of window STC rating requirements, in accordance with this Schedule "I", including without limitation paragraph 2.03, except where Sensitive Land Uses are not permitted.
- 1.15 The minimum background sound level and stationary source noise excesses shall be determined for the predictable worst case hour of either daytime or night-time for the hours of operation of the residential or the non-residential use. The predictable worst case in this context means when the excess sound levels are the greatest, whether because of minimum background sound levels, maximum source sound levels, or a combination giving the maximum excess.
- 1.16 Any outdoor area associated with a non-residential Sensitive Land Use shall not be a Point of Reception.

## **SECTION 2**

### **Determination of Receptor-Based Design Features for Noise Control**

#### **Residential Land Uses:**

- 2.01 Subject to paragraph 1.09, where noise excesses due to the Redpath Facility are identified, window glazing shall be selected to reduce noise transmitted indoors using the procedures in Sections 3, 4, and 5 and window STC requirements listed in Table 1 of this Schedule "I", based on the value of sound level (Leq) at the exterior plane of window.
- 2.02 Where noise excesses due to the Redpath Facility are identified, any openings such as vents, exhausts and like building elements which provide the opportunity for the transmission of noise to sensitive interior spaces shall be acoustically treated so that the interior sound level due to exterior sound sources, with such openings, shall not exceed the interior sound level from exterior sound sources, without such openings, by more than 1.0 dBA, or shall not exceed 25 dBA, whichever is higher. Where such openings have been acoustically treated in accordance with this requirement, any sound excesses at the outside of such openings shall not be considered excesses for the purposes of assessing compliance by Redpath.

#### **Non-Residential Sensitive Uses:**

- 2.03 All of the "Determination of Receptor-Based Design Features for Noise Control" requirements for Paragraph 2.01 of this Schedule "I" above to address noise excesses shall also apply to the erection and use of any building or portion of building for non-



residential Sensitive Land Uses (including without limitation portions thereof assumed to be used for a non-residential Sensitive Land Use pursuant to paragraph 1.14). For determination of window STC requirements for non-residential Sensitive Land Uses (or assumed non-residential Sensitive Land Uses), the spaces should be considered as "Living Rooms" for purposes of Table 1.

- 2.04 Further, Paragraph 2.03 of this Schedule "I" also applies to any non-residential noise sensitive use that is accessory, ancillary, subordinate or incidental to a main use that is not considered noise-sensitive. An example includes a workplace day nursery within an office building.
- 2.05 If excesses are predicted, all windows for non-residential spaces that have the potential to accommodate sensitive uses in the future shall either be fixed/non-openable or designed for conversion from openable to fixed/non-openable at some time in the future.
- 2.06 Where the use of a portion of a building erected or used for non-residential purposes changes in the future from a non-residential use that is not a Sensitive Land Use to a non-residential Sensitive Land Use, and where excesses of the guideline limits are predicted, all openable windows to the noise sensitive space shall be converted to being fixed/non-openable windows as part of tenant fit-up and will remain closed for the duration of the tenant's occupancy as a noise sensitive use.
- 2.07 Any openings such as vents which communicate directly to an interior space serving a non-residential use shall be treated in accordance with Paragraph 2.02 of this Schedule "I") above.
- 2.08 Where excesses over the noise guideline limits are predicted, doors from noise sensitive non-residential uses to outdoor space/outside shall be fitted with automatic closing mechanisms and full perimeter acoustic seals to maintain the required sound isolation from the building exterior. Where automatic closing mechanisms and acoustical seals are employed in accordance with this requirement, any sound excesses at such receptors shall not be considered excesses for the purposes of assessing compliance by Redpath.

### **SECTION 3**

#### **Determination of Required Window STC for Noise from the Redpath Facility**

- 3.01 Subject to paragraph 1.09, window and facade sound transmission requirements must be calculated for the sum of all sound sources at the Redpath Facility, including ship sound sources when docked, as reflected in the Noise Model. The descriptor is one hour Leq assuming the sources in the Noise Model operate at any time over the 24 hour day.
- 3.02 The window STC requirement shall be selected from Table 1 using the appropriate room selection for the development of residential land uses and using the Living Room Window Category for any Non-Residential development.,
- 3.03 Despite Paragraph 3.02 of this Schedule "I", for any non-residential use that includes sleeping quarters of any kind, even where such use is ancillary, subordinate or incidental to a main use that is not noise sensitive, the window STC requirements shall be selected from Table using the Bedroom Window Category.
- 3.04 If the STC rating of the windows in a building or portion of a building are insufficient to accommodate a non-residential noise sensitive use or a non-residential use that includes sleeping quarters of any kind, such uses shall be prohibited in that space unless and until windows with the appropriate STC rating have been installed.

## **SECTION 4**

### **Determination of required window STC for environmental sources other than the Redpath Facility**

- 4.01 Window and façade requirements for other sources such as road traffic, etc., shall be calculated in accordance with the relevant MECP guidelines and procedures.

## **SECTION 5**

### **Final Determination of Window STC Requirements**

- 5.01 The minimum final STC rating required of windows at any receptor point shall be the logarithmic sum of the STC ratings of Section 3 and Section 4 of this Schedule "I", subject to the following:
- (a) A window may be completely sealed or openable/operable in whole or in part. For each openable/operable window or openable/operable part of a window, there must be an associated sealed window or sealed part of a window that is of equal or greater size. Provided that this condition is met and the sealed windows have STC ratings in accordance with the requirements determined from the methods/procedures of Schedule "I", then an openable/operable window or part of a window need only have a glazing configuration that, if it were used in a sealed window, would equate to the same STC rating as is required to be used in the associated sealed window or part of a window. An openable/operable window need not be associated with a sealed window, or sealed part of a window, of equal or greater size, on condition that such openable/operable window meets the requirements determined from the methods/procedures of Schedule "I". For the purpose of sound isolation performance, sliding glass doors shall be treated as if they are windows and thus must comply with the ratio of sealed to openable/operable window requirements specified among the other requirements specified above. For clarity, an openable/operable window that is only made non-openable/non-operable by means of installing a bracket or screw "after-market" that prevents a window from being opened, is not a sealed window; and
  - (b) For any swing or sliding glass door on the Quayside Lands: (i) that provides ingress/egress from a balcony, terrace, patio, or rooftop amenity space to a dwelling unit; (ii) where a STC rating in excess of 37 is required for such door; and (iii) the door provides ingress/egress to dwelling unit space that is not a bedroom or that is not a space that is connected directly to a bedroom without a partition or door separating the bedroom space, door(s) shall have full perimeter seals, including across the bottom of such doors to maximize sound isolation performance; and the door assembly of such doors shall have an STC rating not less than 37. For clarity, all doors that provide ingress/egress to dwelling unit bedroom space or to space that is connected directly to a bedroom without a partition or door of separation must have an STC rating in accordance with the methods/procedures of Schedule "I".
- 5.02 The STC ratings apply to the window assembly as a whole, including frames and mullions in addition to the glazing elements. The make and model of windows requiring STC ratings in excess of 35 shall be selected on the basis of measured Sound Transmission Loss and calculated STC ratings provided by an accredited independent acoustical laboratory in a standard report as per ASTM E 90 and ASTM E 413, respectively.

| TABLE 1                                                                            |                               |    |    |    |    |    |    |    |                               |    |    |    |    |    |    |    |                               |    |    |    |    |    |    |    |  |  |  |
|------------------------------------------------------------------------------------|-------------------------------|----|----|----|----|----|----|----|-------------------------------|----|----|----|----|----|----|----|-------------------------------|----|----|----|----|----|----|----|--|--|--|
| Outdoor<br><br>Free-field<br>L <sub>eq</sub> (1-hr)<br>Sound<br>Level<br><br>(dBA) | Location of Window            |    |    |    |    |    |    |    |                               |    |    |    |    |    |    |    |                               |    |    |    |    |    |    |    |  |  |  |
|                                                                                    | Bedroom Windows               |    |    |    |    |    |    |    | Living Room Windows           |    |    |    |    |    |    |    | Kitchen Windows               |    |    |    |    |    |    |    |  |  |  |
|                                                                                    | % of Window Area / Floor Area |    |    |    |    |    |    |    | % of Window Area / Floor Area |    |    |    |    |    |    |    | % of Window Area / Floor Area |    |    |    |    |    |    |    |  |  |  |
|                                                                                    | 100                           | 80 | 60 | 50 | 40 | 30 | 20 | 10 | 100                           | 80 | 60 | 50 | 40 | 30 | 20 | 10 | 100                           | 80 | 60 | 50 | 40 | 30 | 20 | 10 |  |  |  |
| 75                                                                                 | 55                            | 54 | 52 | 52 | 51 | 49 | 48 | 45 | 50                            | 49 | 47 | 47 | 46 | 44 | 43 | 40 | 52                            | 51 | 49 | 49 | 48 | 46 | 45 | 42 |  |  |  |
| 74                                                                                 | 54                            | 53 | 51 | 51 | 50 | 48 | 47 | 44 | 49                            | 48 | 46 | 46 | 45 | 43 | 42 | 39 | 51                            | 50 | 48 | 48 | 47 | 45 | 44 | 41 |  |  |  |
| 73                                                                                 | 53                            | 52 | 50 | 50 | 49 | 47 | 46 | 43 | 48                            | 47 | 45 | 45 | 44 | 42 | 41 | 38 | 50                            | 49 | 47 | 47 | 46 | 44 | 43 | 40 |  |  |  |
| 72                                                                                 | 52                            | 51 | 49 | 49 | 48 | 46 | 45 | 42 | 47                            | 46 | 44 | 44 | 43 | 41 | 40 | 37 | 49                            | 48 | 46 | 46 | 45 | 43 | 42 | 39 |  |  |  |
| 71                                                                                 | 51                            | 50 | 48 | 48 | 47 | 45 | 44 | 41 | 46                            | 45 | 43 | 43 | 42 | 40 | 39 | 36 | 48                            | 47 | 45 | 45 | 44 | 42 | 41 | 38 |  |  |  |
| 70                                                                                 | 50                            | 49 | 47 | 47 | 46 | 44 | 43 | 40 | 45                            | 44 | 42 | 42 | 41 | 39 | 38 | 35 | 47                            | 46 | 44 | 44 | 43 | 41 | 40 | 37 |  |  |  |
| 69                                                                                 | 49                            | 48 | 46 | 46 | 45 | 43 | 42 | 39 | 44                            | 43 | 41 | 41 | 40 | 38 | 37 | 34 | 46                            | 45 | 43 | 43 | 42 | 40 | 39 | 36 |  |  |  |
| 68                                                                                 | 48                            | 47 | 45 | 45 | 44 | 42 | 41 | 38 | 43                            | 42 | 40 | 40 | 39 | 37 | 36 | 33 | 45                            | 44 | 42 | 42 | 41 | 39 | 38 | 35 |  |  |  |
| 67                                                                                 | 47                            | 46 | 44 | 44 | 43 | 41 | 40 | 37 | 42                            | 41 | 39 | 39 | 38 | 36 | 35 | 32 | 44                            | 43 | 41 | 41 | 40 | 38 | 37 | 34 |  |  |  |
| 66                                                                                 | 46                            | 45 | 43 | 43 | 42 | 40 | 39 | 36 | 41                            | 40 | 38 | 38 | 37 | 35 | 34 | 31 | 43                            | 42 | 40 | 40 | 39 | 37 | 36 | 33 |  |  |  |
| 65                                                                                 | 45                            | 44 | 42 | 42 | 41 | 39 | 38 | 35 | 40                            | 39 | 37 | 37 | 36 | 34 | 33 | 30 | 42                            | 41 | 39 | 39 | 38 | 36 | 35 | 32 |  |  |  |
| 64                                                                                 | 44                            | 43 | 41 | 41 | 40 | 38 | 37 | 34 | 39                            | 38 | 36 | 36 | 35 | 33 | 32 | -  | 41                            | 40 | 38 | 38 | 37 | 35 | 34 | 31 |  |  |  |
| 63                                                                                 | 43                            | 42 | 40 | 40 | 39 | 37 | 36 | 33 | 38                            | 37 | 35 | 35 | 34 | 32 | 31 | -  | 40                            | 39 | 37 | 37 | 36 | 34 | 33 | 30 |  |  |  |
| 62                                                                                 | 42                            | 41 | 39 | 39 | 38 | 36 | 35 | 32 | 37                            | 36 | 34 | 34 | 33 | 31 | 30 | -  | 39                            | 38 | 36 | 36 | 35 | 33 | 32 | -  |  |  |  |
| 61                                                                                 | 41                            | 40 | 38 | 38 | 37 | 35 | 34 | 31 | 36                            | 35 | 33 | 33 | 32 | 30 | -  | -  | 38                            | 37 | 35 | 35 | 34 | 32 | 31 | -  |  |  |  |
| 60                                                                                 | 40                            | 39 | 37 | 37 | 36 | 34 | 33 | 30 | 35                            | 34 | 32 | 32 | 31 | -  | -  | -  | 37                            | 36 | 34 | 34 | 33 | 31 | 30 | -  |  |  |  |
| 59                                                                                 | 39                            | 38 | 36 | 36 | 35 | 33 | 32 | -  | 34                            | 33 | 31 | 31 | 30 | -  | -  | -  | 36                            | 35 | 33 | 33 | 32 | 30 | -  | -  |  |  |  |
| 58                                                                                 | 38                            | 37 | 35 | 35 | 34 | 32 | 31 | -  | 33                            | 32 | 30 | 30 | -  | -  | -  | -  | 35                            | 34 | 32 | 32 | 31 | -  | -  | -  |  |  |  |
| 57                                                                                 | 37                            | 36 | 34 | 34 | 33 | 31 | 30 | -  | 32                            | 31 | -  | -  | -  | -  | -  | -  | 34                            | 33 | 31 | 31 | 30 | -  | -  | -  |  |  |  |
| 56                                                                                 | 36                            | 35 | 33 | 33 | 32 | 30 | -  | -  | 31                            | 30 | -  | -  | -  | -  | -  | -  | 33                            | 32 | 30 | 30 | -  | -  | -  | -  |  |  |  |
| 55                                                                                 | 35                            | 34 | 32 | 32 | 31 | -  | -  | -  | 30                            | -  | -  | -  | -  | -  | -  | -  | 32                            | 31 | -  | -  | -  | -  | -  | -  |  |  |  |
| 54                                                                                 | 34                            | 33 | 31 | 31 | 30 | -  | -  | -  | -                             | -  | -  | -  | -  | -  | -  | -  | 31                            | 30 | -  | -  | -  | -  | -  | -  |  |  |  |
| 53                                                                                 | 33                            | 32 | 30 | 30 | -  | -  | -  | -  | -                             | -  | -  | -  | -  | -  | -  | -  | 30                            | -  | -  | -  | -  | -  | -  | -  |  |  |  |
| 52                                                                                 | 32                            | 31 | -  | -  | -  | -  | -  | -  | -                             | -  | -  | -  | -  | -  | -  | -  | -                             | -  | -  | -  | -  | -  | -  | -  |  |  |  |
| 51                                                                                 | 31                            | 30 | -  | -  | -  | -  | -  | -  | -                             | -  | -  | -  | -  | -  | -  | -  | -                             | -  | -  | -  | -  | -  | -  | -  |  |  |  |
| 50                                                                                 | 30                            | -  | -  | -  | -  | -  | -  | -  | -                             | -  | -  | -  | -  | -  | -  | -  | -                             | -  | -  | -  | -  | -  | -  | -  |  |  |  |

See notes on next page.

Notes:

- Calculation based on assumed corner units, with two exposed facades, both at grazing incidence (60° to 90° incidence angle).
- Bedroom and Living Room calculations assume intermediate absorption. Kitchens assume low absorption.
- Table assumes that all wall elements of the exterior facade will satisfy the higher of STC 50 or the requirement for the window portion as selected from the table unless provided otherwise.
- Window STCs vary by window design, the number of panes (lites), the composition of the panes (regular glass or laminated) and the air space between panes.
- The STC rating for the selected window should be based on the entire window assembly, not just the glazing elements.
- Actual STC test data from an independent acoustical laboratory should be used to confirm performance when windows with STC requirements greater than STC 35 are required.
- Where "thick" windows with air spaces greater than 25 mm (1") are used, a + 3 correction should be added to the required STC values. This is most likely to occur where required STC values are greater than STC 40.

This table is for determining minimum required window STC rating for Redpath Facility sources only. Final minimum STC rating to be determined as the logarithmic sum of requirements for all sources, including road traffic.

## **SCHEDULE “J” NOISE STUDY REQUIREMENTS**

The Noise Study shall be prepared to address each of the separate analyses set out in Section 17.1(B)(i) of this Agreement by an Acoustical Consultant to be consistent with professional standards and good practice for such studies, shall accord with Schedule “I” and include the following:

1.

- (a) a determination of the planned and predictable worst case impact from all relevant noise sources;
- (b) the identification of all receptor locations in the proposed development with the potential to experience (adverse) noise impact, ascertaining the noise excess at such receptors, if any;
- (c) a determination under each of the separate analyses required pursuant to Section 17.1(B)(i) of this Agreement of the numerical excess at such receptors, if any, with reference to the following as relevant:
  - (i) applicable MECP regulations and guidelines;
  - (ii) all relevant sections of the Environmental Protection Act, including Sections 9 and 14;
  - (iii) existing Certificates of Approval and/or Environmental Compliance Approvals; and
  - (iv) Subsection 1.09 of Schedule “I” to this Agreement;
- (d) specific recommendations for mitigation at receptor to create an appropriate sound environment for future occupants/users of the proposed development, for Compliance with NPC-300, and to Reduce the Risk of Complaints.

The following details must be specified in the Noise Study for receptors identified in Section 1(b) of this Schedule “J” except where provided otherwise including recommendations respecting the mitigation for each unit where such is required and where each such unit is located:

2. Building Facades and Application of STC Ratings:

- Suite layouts; locations of sensitive windows\*;
- Which windows require STC ratings beyond that provided by OBC windows;
- Specific window STC ratings;
- Cross-sections of exterior walls and associated STC ratings, including spandrel panels;
- Where doors require self-closing mechanisms and/or full perimeter seals, the details of such.

**Note: If suite layouts are not available, then the matters described in Section 2 of this Schedule “J” above will not be specified in the Noise Study, but will be required to be specified on Site Plan Approval drawings with further details in the Permit Report and on the Building Permit drawings pursuant to this Agreement.**

3. Acoustic Treatment of Vents and Similar Building Openings:

- Locations of air connections to exterior (intakes and exhausts);
- Suite mechanical layouts showing kitchen and bathroom exhaust ductwork;
- Details of corridor Make-Up Air Systems;
- What air intakes and exhausts connect to and that how relates to sensitive space;
- Recommended noise mitigation (such as silencers) for air intakes and exhausts; including locations and octave band insertion loss performance;

**Note: If information identified by any of the first four bullets in Section 3 of this Schedule “J” above is not available then the matters described above will not be specified in the Noise Study, but will be required to be specified on Site Plan Approval drawings with further details in the Permit Report and on the Building Permit drawings pursuant to this Agreement.**

4. Sound Barriers

- Sound barriers, where required as a result of noise from the Redpath Facility for outdoor amenity space, including type of barriers, heights, and locations in plan, showing full extent.

**Schedule “K”**  
**EMISSIONS STUDY REQUIREMENTS**

The Emissions Study shall be prepared by a qualified Air Engineer to be consistent with professional standards and good practice for such studies, setting out the Odour Model to be utilized pursuant to Section 17.2(A) of this Agreement, subject to Section 17.2(C) and Section 17.3(B), and shall include the following:

1.
  - (a) a determination of the predictable worst case operating scenario for odour emissions at the Redpath Facility;
  - (b) the identification of all receptor locations within the lands with the potential to be non-compliant or to experience (adverse) odour impacts from the Redpath Facility;
  - (c) a determination of odour compliance and nuisance potential at such receptors, if any, with reference to:
    - (i) applicable MECP regulations and guidelines;
    - (ii) all relevant sections of the Environmental Protection Act, including Sections 9 and 14; and
    - (iii) existing Certificates of Approval and/or Environmental Compliance Approvals;
  - (d) specific recommendations for mitigation at receptor to create an appropriate odour environment for future occupants/users of the land, to ensure Redpath’s current and future odour compliance and to reduce the risk of complaints; and
  - (e) specific recommendations for odour mitigation at receptor in accordance with the Odour Matrix being Schedule ‘H’ to this Agreement and any other requirements therefor set out in this Agreement.

The following details in accordance with the Odour Matrix must be specified in the Emissions Study including recommendations respecting the mitigation for each dwelling unit where such is required and where each such unit is located.

2. **Affected Areas:**

- (a) locations of affected dwelling units and air intakes;
- (b) locations of affected balconies and/or outdoor amenity spaces that may require size restrictions; and
- (c) the specific dwelling unit mitigation requirements at each floor on the floor plans – should identify/label each of the units/areas on each floor and indicate the specific mitigation at each unit/area, where required.

3. **Self-Closing Doors:**

- (a) the locations of affected dwelling units that require self-closing doors.

- (b) an acknowledgement that “self-closing” means that such doors will exclude any mechanism that would allow the door to be left in an open position under normal weather conditions.

**4. Interior Positive Building Pressure:**

- (a) Details and supporting information that demonstrates that HVAC systems or individual air handling units have been designed in such a way that they will maintain positive pressure inside the building under normal operating conditions.
- (b) Details are to be provided as to how positive pressure will be maintained for:
  - (i) Use of exhaust fans (bathroom, dryer, kitchen); and
  - (ii) Different unit sizes;all in accordance with the Odour Matrix.

Recommendations for minimum performance standards for maintaining static positive pressure under normal operating conditions are required, including supporting calculations, relevant guidance or design standards and stated assumptions for the design flowrates. Appropriate reference to ASHRAE guidance in accordance with the Odour Matrix is required to support the calculations. The design report detailing the ventilation system requirements must be specifically referenced on the appropriate drawings.

**5. Supply of Filtered Outdoor Air:**

- (a) demonstration of how all outdoor air supplied to a building by mechanical means is to be filtered.
- (b) mechanical specifications for the details of the filter system. The size of the filter, the air handling units to accommodate the air filter, etc., is required to determine if the air filtration system would be adequate.
- (c) demonstration that the air handling units have been designed to accommodate the appropriate air filters to meet the ASHRAE Standard in accordance with the Odour Matrix. Appropriate representative filter specifications sheets must be provided to demonstrate appropriate filter choice and ventilation flow design. The design report detailing the ventilation system requirements must be specifically referenced on the appropriate drawings.

**6. Filter System and At-Receptor Mitigation Maintenance:**

- (a) maintenance protocols for the carbon filters and other mitigation, as follows:
  - (i) A training and testing program for the odour filters after installation.
  - (ii) Annual maintenance service schedule to ensure that all self-closing doors are operating as required.
  - (iii) A protocol for ensuring that the HVAC systems or individual unit air handling systems are delivering sufficient air to maintain positive pressure in all required locations or demonstrate an alternative means of maintaining and ensuring filters are operating properly (i.e. appropriate air balancing procedures).



- (iv) A re-testing of the system balancing and filter replacement protocol.
- (v) Appropriate monitors and/or alarms for filter replacement when necessary.

**7. Screened Intake Locations:**

- (a) The screening for all intake and other similar openings that are to be positioned in a screen location, as required by the Schedule "H" "Odour Matrix" of this Agreement, will be identified.

**NOTE: If any of the information needed to specify the matters set out in Sections 2, 3, 4, 5, 6 or 7 of this Schedule "K" is not available, then the matters set out in such Sections need not be specified in the Emissions Study, provided that in such case any matter not so specified will be specified in the Permit Report pursuant to Section 17.3(D)(iv) of this Agreement.**

**SCHEDULE “L”**

Materials to be provided to Redpath by Quayside pursuant to Section 17.3(B)

- (a) copy of the complete Site Plan Application and/or resubmission in respect of such building or portion of a building, as the case may be;
- (b) an electronic copy of the Noise Model and/or Emissions Study and all other data upon which the Noise Study and/or Emissions Study are based (for example, a traffic report, if applicable); and
- (c) an electronic copy of the application form, drawings, plans specifications, Noise Study and/or Emissions Study identified in this Schedule “L” provided in both CADD and PDF formats (where applicable) on a memory stick or memory card, or may be posted to an FTP site or provided via a sharefile link, provided that the site/link do not expire and are freely accessible by Redpath and its consultants and legal counsel).

## **SCHEDULE "M"**

Material to be provided to Redpath by Quayside pursuant to Section 18(b) of the Agreement:

- (a) a copy of the complete Building Permit application and/or application resubmission in respect of a building or portion of a building, as the case may be;
- (b) an electronic copy of any Noise Study and/or Emissions Study upon which the Permit Report is based;
- (c) an electronic copy of the application form, drawings, plans, specifications and Permit Report, identified in this Schedule "M" in respect of such building or portion of a building, as the case may be, provided in both CADD and PDF formats on a memory stick, or memory card or may be posted to an FTP site or provided via a sharefile link, provided that the site/link do not expire and are freely accessible by Redpath and its consultants and legal counsel); and
- (d) the drawings, plans and specifications required to be provided to Redpath through its counsel, Stikeman Elliott LLP, in accordance with this Schedule "M" shall be limited to:
  - (i) All architectural/interior design drawings;
  - (ii) All landscaping drawings and details;
  - (iii) The HVAC portion of all mechanical drawings;
  - (iv) All drawings, plans and specifications relied on by the Air Engineer and/or the Acoustical Consultant in the preparation of any Permit Reports; and
- (e) if after receiving the drawings, plans and specifications described in Schedule "M" Redpath makes a written request to Quayside for copies of other drawings, plans, specifications, or information with respect to the building permit application, as submitted to the City, Quayside, shall provide Redpath with copies of the requested drawings, plans, specifications, or information, subject to the quantities and formats specified in this Schedule "M", within ten (10) Business Days of Redpath's request.

