

FRAMEWORK AGREEMENT

This Framework Agreement (this “Framework Agreement”), among Toronto Waterfront Revitalization Corporation, Sidewalk Labs LLC and Sidewalk Toronto, Limited Partnership, dated as of October 16, 2017, is intended to set forth the basic terms and fundamental principles for the planning, development, capitalization, oversight, implementation and fulfillment of a Master Innovation and Development Plan for the Quayside and Eastern Waterfront areas in Toronto. This Framework Agreement hereby designates Sidewalk Toronto, Limited Partnership as the Innovation and Funding Partner (the “Partner”) in response to the Request for Proposals No.: 2017-13 (“RFP”) issued March 17, 2017 by Toronto Waterfront Revitalization Corporation.

This Framework Agreement sets out the terms and conditions on which the parties will enter into various definitive agreements to effect the urban development project contemplated by this Framework Agreement (the “Project”). This Framework Agreement does not reference all of the terms, conditions (including, without limitation, internal approvals), representations, warranties, covenants and other provisions that would be contained in all of the definitive documentation for the transactions contemplated by this Framework Agreement (the “Transactions”). Moreover, except as expressly provided in this Framework Agreement or the other Definitive Documents (or such other binding legal documents as may be executed from time to time in relation to the Transactions), no past, present, or future action, course of conduct or failure to act relating to the Transactions or relating to the negotiation of the terms of the Transactions will give rise to or serve as the basis for any obligation or other liability on the part of any such party or any of its affiliates.

I. Parties & Project Site

Parties

1. Sidewalk Refers to Sidewalk Labs LLC and/or its subsidiaries, as the context requires, including the Master Developer that is the Partner as contemplated by the RFP. Sidewalk Labs LLC is an affiliate of Alphabet, the holding company of Google and other technology and development companies.
2. TWRC Refers to Toronto Waterfront Revitalization Corporation.
3. Master Developer Refers to Sidewalk Toronto, Limited Partnership, a newly created entity that will serve as the top-tier development company through which the Master Innovation and Development Plan (as defined below) will be developed and implemented.

The parties envision that the Master Developer will be the primary vehicle through which they will create the Master

Innovation and Development Plan, oversee its implementation, and achieve economic alignment between TWRC and Sidewalk. The Master Developer or another Sidewalk entity will be the counterparty to the various Definitive Documents with TWRC contemplated by this Framework Agreement.

The Master Developer is currently an affiliate of Sidewalk Labs LLC.

TWRC will share in the economics and governance of the Master Developer, in the manner contemplated in this Framework Agreement, and as to be set forth in the other Definitive Documents (as defined below). Prior to the completion of Stage 1 (as defined below), the parties will discuss and mutually agree on the appropriate form of relationship between TWRC and the Master Developer to effect such shared economics and governance. This Framework Agreement contemplates that such relationship may be effected through contractual agreements, but the parties will evaluate effecting such relationship through TWRC's ownership of equity or some form of interest in or other securities of the Master Developer and/or its general partner as an alternative or supplement to such contractual relationships; provided that, similar to traditional public/private development projects, the Master Developer will be subject to contractual requirements imposed by the Master Innovation and Development Plan and the relevant agreements as outlined herein, but the parties will structure the relationship between TWRC and the Master Developer so that the Master Developer will be subject only to the applicable disclosure requirements of Sidewalk and its public parent entity and not to any additional, incremental regulatory requirements that may be applicable to publicly traded entities, such as with respect to public disclosure and financial reporting regimes, or to government or government-like entities.

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| 4. Infrastructure Vehicle | Refers to a dedicated pooled investment vehicle that will include capital contributions from the Sidewalk Infrastructure Investor, government stakeholders, the Canada Infrastructure Bank and private sector investors. |
| 5. Sidewalk Infrastructure Investor | Refers to an affiliate of Sidewalk that may make a contribution to the Infrastructure Vehicle for infrastructure investments as outlined herein. |

6. Development Companies Refers to special purpose vehicles, each to be organized to undertake a specific development project and/or operations function as per the Master Innovation and Development Plan.
7. Project Companies Refers to infrastructure project-specific entities to be formed to develop, construct and operate an infrastructure project as per the Master Innovation and Development Plan.

Project Site

8. Eastern Waterfront The Eastern Waterfront is the approximately 880 acre area in Toronto bounded by the Keating Channel and Lakeshore Boulevard East to the north, Lake Ontario Inner Harbour to the west, Lake Ontario Park and the Outer Harbour to the South and Leslie Street to the east.

TWRC considers that by achieving key objectives for the planning and development of Quayside it may be beneficial to advance the solutions, processes and partnerships proven successful through the planning and development of Quayside to subsequent developments on the Eastern Waterfront, as those lands become available to TWRC (as per the established protocols with the City of Toronto). As the directing agency of the waterfront lands, TWRC, therefore, reserves the right to do so. The extent to and the manner in which such successful solutions, processes and partnerships are carried forward into subsequent developments of the Eastern Waterfront could be affected by future applicable procurement policies and additional requirements of the City of Toronto or other funding authorities and which will be specified in the MIDP.
9. Quayside Quayside is the approximately 12 acre area in Toronto bounded by Lakeshore Boulevard on the north, Bonnycastle Street on the west, Queens Quay Boulevard and its future extension to the south, and including 333 Lakeshore Boulevard on the east and any developable lands created by any road realigned within the Quayside boundaries, and excluding any lands not publicly owned.

II. Summary and Overview of Transaction

10. Objectives Sidewalk and TWRC (each, a “**party**” and together, the “**parties**”) seek to develop and implement a master innovation and development plan (the “**Master Innovation and Development Plan**” or “**MIDP**”) for Quayside and the Eastern

Waterfront (and any Additional Lands) for the creation of the world's first urban district planned and executed at scale "from the internet up," including core innovations across:

- mobility and transportation;
- building forms and construction techniques;
- core infrastructure development and operations;
- social service delivery;
- environmental efficiency and carbon neutrality;
- climate mitigation strategies;
- optimization of open space;
- data-driven decision making;
- governance and citizen participation; and
- regulatory and policy innovation.

11. Sidewalk Roles & Responsibilities

Sidewalk will support the achievement of these objectives in collaboration with TWRC through the commitments, roles and responsibilities outlined in this Framework Agreement, and to be more fully set out in the other Definitive Documents, including but not limited to:

- staged financing by Sidewalk of development activities (including certain funding commitments prior to the approval of the MIDP);
- the provision of management, administrative and technology services by Sidewalk and other parties;
- contingent capital commitments by Sidewalk to Development Companies to fund vertical development consistent with the MIDP; and
- contingent capital commitments by Sidewalk Infrastructure Investor (and coordination of capital commitments by governmental, financial and other sources in the Infrastructure Vehicle) to fund critical infrastructure projects.

12. TWRC Roles & Responsibilities

TWRC will support the achievement of these objectives in collaboration with Sidewalk through the commitments, roles and responsibilities outlined in this Framework Agreement, and to be more fully set out in the other Definitive Documents, including but not limited to participation in joint working groups with Sidewalk, including but not limited to working groups formed to:

- define pillar strategies across mobility, sustainability, the built environment, public realm, and city and social

services to inform the project vision and scope memorialized in the Definitive Documents and Master Innovation and Development Plan;

- integrate the planning framework and recommendations of the Business and Implementation Plan(s) (as “Business and Implementation Plan” is defined in the March 31, 2006 Memorandum of Understanding among City of Toronto, City of Toronto Economic Development Corporation and TWRC) for the Eastern Waterfront with the Master Innovation and Development Plan;
- develop the financial model and the detailed project implementation phasing and timing for the project that will inform the Business and Implementation Plan(s) for the Eastern Waterfront and the Master Innovation and Development Plan; and
- plan and coordinate government and community outreach.

The parties note that this role is consistent with TWRC’s mandate and the request by Toronto City Council (at its July 4 to July 7, 2017 Council meeting) that TWRC, working with City staff, prepare and report back to Council with a Business and Implementation Plan(s) for the Eastern Waterfront that, among other things, reflects this mandate.

13. Mutual Obligations

The execution of this Framework Agreement shall require each of Sidewalk and TWRC to collaborate with one another in good faith to pursue the Stages of the Project as set forth below, and to jointly develop the MIDP, within the timeframes set out, in each case in accordance with the Collaboration Principles in *Schedule 2* (the “**Collaboration Principles**”).

Any subsequent implementation of the MIDP is subject to the parties’ mutual agreement on and approval of such MIDP.

The parties will, subject to the approval of the MIDP, oversee the implementation of the MIDP in accordance with the Collaboration Principles.

14. Initial Plan Milestones

The following key objectives are referred to as the “**Initial Plan Milestones**”:

1. Flood Mitigation. The execution and delivery by TWRC and each of the three tiers of government of a contribution agreement (each a “**Contribution**”

Agreement") that commits the public sector bodies to fund no less than CAN\$1.25 billion for the re-naturalization of the Don River and the flood protection of the Lower Don Lands and the Port Lands.

2. Eastern Waterfront Mandate. In addition to the direction from the Toronto City Council to prepare one or more Business and Implementation Plan(s) for the Eastern Waterfront, formal reaffirmation of TWRC's mandate to carry out the planning and implementation of the development of the Eastern Waterfront, including clarity of TWRC's mandate in light of anticipated changes to the jurisdiction and authority of certain applicable regulatory agencies, including that of the Toronto Real Estate Corporation (TRE) / Toronto Realty Agency (TRA). This reaffirmation may be part of the Contribution Agreement with City of Toronto or another agreed document.
3. Agreement on Scope of Business and Implementation Plans. The preparation of an outline of the Business and Implementation Plan(s) for the Quayside Project and the Eastern Waterfront, together with any Additional Lands, that reflects agreement in scope between TWRC and Sidewalk. Such Business and Implementation Plan(s) shall incorporate the designation, subject to approval of the MIDP, of TWRC and Sidewalk as co-master developers (acting through the Master Developer) and include the Land Methodology.
4. Agreement on Scope of Master Innovation and Development Plan. The execution and delivery of the PDA, which shall include an outline of the full scope of the Master Innovation and Development Plan, and agreement on the Development Plan Budget. The PDA shall provide for a unified master planning approach with respect to Quayside and the Eastern Waterfront, together with any Additional Lands, that consolidates other planning activities by TWRC and related governmental entities under a unified plan.
5. Fair Procurement Standards. Agreement on fair and arms-length procurement standards substantially as set forth in *Schedule 1* (the "**Fair Procurement**

Standards”) for purposeful solutions that cannot be sourced from the market. The parties will also agree on the procurement processes for other solutions other than purposeful solutions that cannot be sourced from the market. Such Fair Procurement Standards and processes shall be incorporated in the Master Innovation and Development Plan.

15. Process and Agreements

The parties intend to collaborate in the following stages (each, a “**Stage**” and collectively, the “**Stages**”), incrementally developing a shared vision, and correspondingly increasing organizational integration and capital commitments. Throughout, the parties intend to implement operating practices that reflect the Collaboration Principles.

Stage 0

Stage 0 refers to the time period ending as of the date hereof, marked by execution of this Framework Agreement and the substantially concurrent public announcement of the Master Developer’s designation as the Partner in the RFP.

Stage 1

Stage 1 refers to the time period beginning upon completion of Stage 0 and ending upon the finalization and execution of the Initial Definitive Documents (as defined below) (anticipated to occur approximately 60 days from the date of this Framework Agreement). During Stage 1, the parties will collaborate with one another to negotiate in good faith and finalize, execute and deliver the following definitive documents (the “**Initial Definitive Documents**”), which will reflect customary terms and conditions for transactions of a similar nature:

- a Plan Development Agreement (“**PDA**”), which will provide for a unified master planning approach with respect to Quayside, the Eastern Waterfront and any Additional Lands and establish the roadmap by which the parties will prepare and develop the Master Innovation and Development Plan;
- the Development Plan Budget (as defined below); and
- a process for the transfer and valuation of land for purposes of implementation of the MIDP (the “**Land Methodology**”).

During Stage 1, the parties will also begin to collaborate with one another to achieve the Initial Plan Milestones.

Stage 2

Stage 2 refers to the time period beginning upon completion of Stage 1 and ending upon the achievement of the Initial Plan Milestones (anticipated to occur approximately 6 months from the date of this Framework Agreement).

During Stage 2, the parties will continue to collaborate with one another to achieve the Initial Plan Milestones.

During Stage 2, the parties will also begin to collaborate with one another to develop and finalize the Master Innovation and Development Plan and to negotiate in good faith the Subsequent Definitive Documents (as defined below).

Stage 3

Stage 3 refers to the time period beginning upon completion of Stage 2 and ending upon the parties' mutual approval of the Master Innovation and Development Plan and the finalization and execution of the Subsequent Definitive Documents (anticipated to occur approximately 12 months from the date of this Framework Agreement).

During Stage 3, the parties will continue to collaborate on the development and finalization of the Master Innovation and Development Plan and to negotiate in good faith the Subsequent Definitive Documents.

Substantially concurrently with the parties' development and finalization of the Master Innovation and Development Plan, the parties will finalize certain additional definitive documents, to be executed and delivered immediately following mutual approval of the MIDP (the "**Subsequent Definitive Documents**") and, together with this Framework Agreement and the Initial Definitive Documents, the "**Definitive Documents**"), which are anticipated to include:

- an Implementation Agreement ("IA") that will set forth the parameters for the implementation of the Master Innovation and Development Plan, including the adoption of one or more Business and Implementation Plans (or such other mutually agreed alternative

- procedure) and other governmental approvals, and the oversight by TWRC and Sidewalk thereof;
- a Collaboration Agreement (the “**Collaboration Agreement**”) consistent with the Collaboration Principles that will govern collaboration between the parties during the implementation of the Master Innovation and Development Plan;
- formation documents for the Infrastructure Vehicle and any other private/public partnerships;
- land acquisition and capital commitment agreements; and
- template forms or material terms of:
 - development and/or operations agreements with Development Companies;
 - project agreements with Project Companies; and
 - services agreements with Sidewalk or other parties.

III. Initial Capital Commitments

16. Development Capital Commitments

This Framework Agreement and the other Definitive Documents will provide for the following development capital commitments by Sidewalk in the Master Developer:

- an initial capital commitment in the amount of up to \$10,000,000 (the “**Initial Capital Commitment**”), committed at the beginning of Stage 1 and drawn upon during Stages 1 and 2, incrementally as needed, to finance and facilitate the Project’s activities and expenses as incurred during Stages 1 and 2;
- a first contingent capital commitment of up to \$40,000,000 (the “**First Contingent Commitment**”), committed at the beginning of Stage 3 and drawn upon (together with any remaining, unspent funds of the Initial Capital Commitment, if any) during Stage 3, incrementally as needed, to finance and facilitate the Project’s activities and expenses as incurred during Stage 3; and
- additional contingent capital commitments to be utilized in funding the implementation of the Master Innovation and Development Plan subject to approval of the Master Innovation and Development Plan and agreement and execution of the Subsequent Definitive Documents.

The capital commitments are structured as staged commitments for the funding of each Stage of the Project upon the fulfillment of conditions precedent to the commencement of the relevant Stage. For the avoidance of doubt, the capital commitments, including all of the Initial Capital Commitment and all of the First Contingent Commitment, will form part of Sidewalk's equity cost basis in the Master Developer.

All draw downs on committed capital will be made by Sidewalk (a) in accordance with the Development Plan Budget in all material respects and/or (b) in consultation and collaboration with TWRC.

17. Development Plan Budget

The parties will negotiate in good faith to agree on a development plan budget (as approved by the parties, the "**Development Plan Budget**"), which will provide for the actual expenses and use of funds for the Project during Stage 1 and the anticipated expenses and use of funds for the Project during each of Stages 2 and 3 to develop the Master Innovation and Development Plan. The Development Plan Budget will include an agreed itemized fee (for Stage 1, to be paid once the Development Plan Budget is agreed and after the PDA is executed and, thereafter, to be paid quarterly in advance) to reimburse TWRC for its project specific expenses during the Master Innovation and Development Plan planning process, including the costs of co-location space for TWRC and Sidewalk employees dedicated to the Project.

IV. Development of the Master Innovation and Development Plan

18. Master Innovation and Development Plan

The Master Innovation and Development Plan will be produced by the parties in accordance with this Framework Agreement and the other Initial Definitive Documents, with consultation and approvals from the City of Toronto, the Province of Ontario, the Canadian federal government and other entities as necessary.

Among other things, the Master Innovation and Development Plan will:

- incorporate the agreed Fair Procurement Standards;
- address planning for Quayside, the Eastern Waterfront and any Additional Lands, as an integrated whole;
- set forth the anticipated sequencing of development for Quayside, the Eastern Waterfront and any Additional

Lands and the parcels contained therein (the parties anticipate that the implementation of the MIDP with respect to Quayside and any Additional Lands may serve as a pilot for the implementation of the MIDP with respect to the Eastern Waterfront);

- contain provisions intended to provide comfort as to the creditworthiness of any entity committing funding or otherwise responsible for actual or potential future payments or liabilities to a party; and
- address the exclusivity obligations of each of TWRC and Sidewalk following approval of the MIDP.

The parties will seek to develop the MIDP in a way that captures the spirit, vision and aspirations represented by the following RFP materials and related responses submitted by Sidewalk to TWRC: (i) the Initial Submission for the RFP submitted by Sidewalk Labs LLC dated April 21, 2017 including appendices and materials submitted therewith and (ii) the Best and Final Offer submission for the RFP submitted by Sidewalk Labs LLC dated August 2017 including appendices and materials submitted therewith.

19. Termination

Notwithstanding any other provision of this Framework Agreement, TWRC shall have the right, in its sole discretion to be exercised at any time prior to execution of the PDA, to terminate this Framework Agreement without any liability whatsoever to Sidewalk or any of its affiliates by notice sent to Dan Doctoroff by email to dan@sidewalklabs.com and such notice shall be effective when sent.

In addition, this Framework Agreement shall terminate, and become void and of no further force or effect, upon the earliest to occur of the following:

- the mutual agreement in writing of Sidewalk and TWRC to terminate this Framework Agreement;
- April 17, 2018, unless otherwise mutually agreed by the parties, if Stage 2 is not completed by such date;
- October 17, 2018, unless otherwise mutually agreed by the parties, if Stage 3 is not completed by such date; and
- 10 days following a party's delivery of an Intent to Terminate pursuant to and in accordance with the dispute resolution procedures set forth in the Collaboration Principles.

Upon the termination of this Framework Agreement for any reason, subject to any rights in respect of breaches prior to such time and subject to Sections 20 (Intellectual Property) and 42 (Confidentiality) hereof: (a) the parties shall have no further obligation or liability to each other; (b) all work product and any intellectual property developed pursuant hereto shall become the property of the Master Developer (or such other Sidewalk affiliate as may be designated by the Master Developer); and (c) any remaining, unspent funds of any committed capital (including remaining, unspent portions of the Initial Capital Commitment and the First Contingent Commitment) shall immediately be returned to the Master Developer or another entity designated by Sidewalk in its sole discretion. For certainty, any amounts and liabilities owed (but not yet paid) at the time of such termination pursuant to binding contractual commitments entered into by the Master Developer or one of its subsidiaries or specified in the Development Plan Budget prior to such termination shall not be treated as remaining, unspent funds.

Reasonably in advance of any “drop-dead date,” the parties will discuss whether they are on track to complete the relevant Stage by such date and any concerns about the parties’ relationship or progress, in each case consistent with the Collaboration Principles, including the dispute resolution procedures therein as appropriate.

20. Intellectual Property

If the Master Innovation and Development Plan is not approved by both parties and this Framework Agreement is terminated, then TWRC shall receive a perpetual, non-exclusive, royalty-free license to utilize site-specific intellectual property (to be defined in the PDA).

Notwithstanding the foregoing, any intellectual property or work product produced by Sidewalk or its affiliates prior to the execution of the Initial Definitive Documents shall remain the property of Sidewalk / the Master Developer.

V. Implementation of the MIDP

21. Management Services Generally

The oversight of the Master Developer by TWRC and Sidewalk will be subject to the Collaboration Agreement. Additionally, the Master Developer (or the appropriate Development Company or Project Company) may employ or

retain individuals necessary to implement the Master Innovation and Development Plan and will enter into management services agreements with Infrastructure Vehicles, Development Companies, Project Companies and such other entities as may be necessary to provide the required services and will charge a market-based management fee for doing so.

22. Quayside
Development

The Master Developer (or the appropriate Development Company) may invest substantial additional capital to fund development of Quayside as a “test bed” for the broader Eastern Waterfront, subject to certain conditions precedent, including: (i) approval of the Master Innovation and Development Plan and execution of the Subsequent Definitive Documents; and (ii) subject to this Framework Agreement and the other Definitive Documents, transfer to the Master Developer (or its designated Development Companies), in a manner consistent with the Land Methodology, the Quayside site, as well as all necessary approvals in order to close the existing alignment of Queen’s Quay Boulevard East, such that it can be realigned with Parliament Street and extended east into the Keating area, all as generally envisioned in the completed Environmental Assessments for the area.

Such additional capital commitments will be used to execute the development of Quayside in accordance with the Master Innovation and Development Plan and any applicable Business and Implementation Plan(s).

The parties agree to collaborate in seeking to form strategic partnerships with the owners of the lands adjacent to Quayside and known as 351 Lake Shore Blvd. East (Dream-GG Inc.) and 429 Lake Shore Blvd. East/324 Cherry Street (3C) and to include such sites within the Master Innovation and Development Plan and the applicable Business and Implementation Plan(s).

23. Eastern Waterfront
Development

Subject to additional customary conditions precedents and, among other things, the approval of the Master Innovation and Development Plan, the adoption of the required Business and Implementation Plan(s), the potential transfer of certain lands in the Eastern Waterfront to the Master Developer or its designated Development Companies in a manner consistent with the Land Methodology, the Master Developer, Sidewalk, TWRC and/or other parties may make additional capital commitments to enable the Master Developer (or the appropriate Development Companies) to implement the Master

Innovation and Development Plan and the corresponding Business and Implementation Plan(s) with respect to the Eastern Waterfront.

The use of proceeds from such additional capital commitments will be to execute the development of the Eastern Waterfront in accordance with the Master Innovation and Development Plan, including capital commitments to the Infrastructure Vehicle.

24. Additional Lands;
Designated Waterfront
Area

If either TWRC or Sidewalk Labs LLC or its respective controlled affiliates, directly or indirectly, whether alone or in conjunction with any other person, acquires or obtains an option to acquire or obtains any interest in any real property located in whole or in part within the "Designated Waterfront Area" under the TWRC Act (the "**Additional Lands**"), or engages in substantial negotiations (by such time as discussions reach the point of the parties exchanging any draft term sheets) with a third party to acquire or obtain an option to acquire or obtain an interest in any real property located in whole or in part within such "Designated Waterfront Area," such party will promptly notify the other party of such acquisition, option or interest, or substantial negotiations, and any Additional Lands acquired by a party or in which a party obtains an option or interest shall be included in the development of the MIDP and, upon approval of the MIDP, become subject to the MIDP and the related development and implementation thereof.

25. Land Methodology

The process for the transfer and valuation of lands, including through governmental appropriation or private acquisition by the Master Developer shall be set forth in the Master Innovation and Development Plan and/or the Definitive Documents and be consistent with the Land Methodology.

For the avoidance of doubt, TWRC shall not be obligated to transfer any land to the Master Developer prior to the approval of the MIDP.

26. Permitted Transfers

Subject to this Framework Agreement, the Master Developer may divest, develop, or otherwise monetize or develop project assets ("**Permitted Divestments**") by transferring assets to subsidiaries or to Development Companies or Project Companies. Each Development Company and Project Company will undertake a specific development or infrastructure project as per the Master Innovation and Development Plan, and shall be required to meet certain

objective standards of expertise depending on the project. Each Development Company and Project Company may have debt or equity investors in addition to the Master Developer and Sidewalk. Development Company and Project Company co-investors may include development partners as well as financial investors. Profits earned from the operation of a development may be distributed to the Development Company's and Project Company's equity owners, including the Master Developer. Development projects may be disposed of either by the Development Company or Project Company selling the developed assets, or by a sale of the Development Company or Project Company itself.

27. TWRC Economic Returns

In connection with the implementation of the MIDP, TWRC will receive an economic interest commensurate with its contributions to the Master Developer (or a Development Company). This consideration may take a number of different forms, and may include one or more of the three forms set forth below. The parties will allocate the consideration among such forms consistent with TWRC's financial objectives. These payment mechanisms may include:

1. Payments for the disposition of lands owned by TWRC consistent with the Land Methodology (the "**Option Fee**");
2. An agreed oversight payment, paid quarterly in advance, to TWRC to reimburse it for its services throughout the implementation of the Master Innovation and Development Plan (the "**Management Fee**"); and/or
3. A performance fee to TWRC to allow it to participate in the economic returns to the Master Developer following the achievement of certain return thresholds (the "**Performance-based Participation**").

The precise amounts and structure of TWRC's economic interest will be defined in the Master Innovation and Development Plan or the Definitive Documents consistent with this Framework Agreement, including the Land Methodology. In scenarios in which certain return thresholds are reached, TWRC may disproportionately participate in distributions/revenues generated by the implementation of the MIDP.

28. Google Headquarters Consistent with the Master Innovation and Development Plan, Sidewalk will facilitate the commitment from Alphabet to move Google's Canadian headquarters to Quayside or the Eastern Waterfront to provide an initial anchor.
29. Local Venture Investments The Master Developer will seek to originate venture investment opportunities in early stage technology companies in the Greater Toronto Area. The parties will form a working group with representatives of TWRC and Sidewalk's venture investment team that will meet monthly to review a pipeline of investment opportunities as sourced by TWRC or Sidewalk. The parties will seek to incorporate incentives for incubators and accelerators for Toronto-based technology companies in the Master Innovation and Development Plan.
30. Affordable Housing Trust The parties will form a working group to consider innovative approaches for financing affordable housing. These may include a dedicated investment vehicle that is funded through project-based revenues or development or other fees linked to economic impacts (the "**Affordable Housing Trust**"). The parties will seek to incorporate innovative approaches for financing affordable housing in the Master Innovation and Development Plan.
31. Urban Innovation Institute The parties will form a working group regarding the establishment of an urban innovation institute bringing together academia, industry, government and entrepreneurs to address growth challenges facing cities that will create a talent pipeline and a real-time knowledge exchange with pioneering companies (the "**Urban Innovation Institute**"). The parties will work collaboratively to incorporate the establishment of the Urban Innovation Institute in the Master Innovation and Development Plan and, subject to approval of the MIDP, establish the Urban Innovation Institute as a secondary anchor to Quayside or the Eastern Waterfront.

VI. Master Innovation and Development Plan Oversight

32. TWRC and Sidewalk Mutual Approval Rights TWRC and Sidewalk shall have mutual approval rights over: (i) the Master Innovation and Development Plan; (ii) deviations from the budget at the master development level; (iii) changes to agreements pertaining to the master development; and (iv) other matters to be agreed in the Definitive Documents.

33. Master Innovation and Development Plan

The Subsequent Definitive Documents will direct the Master Developer, directly or indirectly, to implement the Master Innovation and Development Plan, which Master Developer will be subject to oversight by and collaboration with TWRC consistent with this Framework Agreement, including without limitation as to the following:

- Establishment of a project phasing plan;
- Controlling master planning of all systems;
- Establishing and controlling ground rules on development and management;
- Setting affordability targets for development;
- Setting guidelines for transportation within the site;
- Creating development envelopes for individual parcels;
- Controlling objective standards for selection of partners;
- Establishing parameters for governance;
- Establishing a regulatory framework designed to maximize flexibility and innovation (zoning, building code, etc.);
- Establishing sustainability guidelines for construction and operations within the district;
- Maintaining operating control of the public realm, including parks, streets, etc.; and
- Maintaining operating responsibility for the provision of public services within the district, including, but not limited to public safety, education, sanitation, street maintenance, parks maintenance, and governance.

For the avoidance of doubt, the parties acknowledge that the successful implementation of the MIDP is subject to coordination with, governance by and/or approvals of various governmental authorities and agencies over which they do not have authority or control.

To facilitate the successful implementation of the Master Innovation and Development Plan, the Master Developer will, among other things:

- Work, as necessary, within local union or local hiring requirements (development) and/or municipal union requirements (operations);
- Recommend and work with the applicable governmental authorities to set and capture special assessments or surcharges including use fees;

- Allocate development and other incentives (retail, small business, arts, etc.), as appropriate;
- Seek to encourage investments in local companies, consistent with the needs of the Project; and
- Take other steps, as appropriate, to establish a vibrant and socio-economically diverse community on the Toronto Waterfront.

It is anticipated that the Master Developer will utilize Development Companies and Project Companies to fully implement the Master Innovation and Development Plan, including enabling downstream commercial partnerships. Development Companies and Project Companies will be contractually obligated to comply with the applicable portions of the Master Innovation and Development Plan.

34. Governmental Approvals and Financing Strategies

Master Developer will seek to obtain all necessary governmental approvals, entitlements, zoning changes, tax incentives and other permits and incentives as may be required to implement the Master Innovation and Development Plan and the applicable Business and Implementation Plan(s). During the establishment of the Master Innovation and Development Plan, the parties will identify the scope of programmatic incentives and entitlements that will be required and the timeframe and strategy for obtaining the same.

The parties acknowledge that any development of this scale will result in substantial positive economic development throughout the area. The parties will explore financing mechanisms that monetize the future economic impacts (including through adjustments in tax assessments and other public fees) to sponsor infrastructure, affordable housing through potential tools such as an Affordable Housing Trust and other aspects of the Project.

A creation of three governments, with a unique funding and accountability history as public stewards of the waterfront, the unique relationship TWRC has with its government partners built over almost two decades of waterfront revitalization, is recognized by the parties.

To ensure efficiency in approach, Sidewalk and TWRC will jointly coordinate on a strategy for governmental relations and public stakeholder engagement to advance the Project consistent with the Master Innovation and Development Plan. Such coordination will include joint advance planning,

whenever practical, of significant substantive engagement with senior government officials relating to and likely affecting the Project.

VII. Infrastructure Vehicle

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| 35. Objective | The Infrastructure Vehicle will finance infrastructure projects instrumental to the Master Innovation and Development Plan and private infrastructure projects that may levy fees for usage on Development Companies and/or residents and tenants of Quayside and the Eastern Waterfront. |
| 36. Sidewalk Infrastructure Investment | <p>The Sidewalk Infrastructure Investor or an affiliate thereof may make a contingent commitment to subscribe for interests in the Infrastructure Vehicle subject to execution and delivery of the Definitive Documents, creation of the Infrastructure Vehicle, and approval of the Master Innovation and Development Plan. The Infrastructure Vehicle anticipates soliciting capital commitments from the Canada Infrastructure Bank and private sector investors.</p> <p>The Infrastructure Vehicle will fund infrastructure projects as specified in the Master Innovation and Development Plan (the “Required Infrastructure”).</p> |
| 37. Required Infrastructure | The Infrastructure Vehicle will finance the Required Infrastructure as per the terms and conditions set out in the Master Innovation and Development Plan. It is anticipated that each Required Infrastructure project will be owned by a Project Company. Each Project Company may have financial or development partners as owners or lenders. It is expected that each Project Company will own and operate the relevant Required Infrastructure project, and will earn fees from users and that profits from the operation of the Required Infrastructure projects, or from the disposition of a Required Infrastructure project or a Project Company, will be distributed to the Infrastructure Vehicle, and by the Infrastructure Vehicle to its investors in accordance with the terms of its debt and equity instruments. |
| 38. Other Projects | The Infrastructure Vehicle may invest, lend, divest, refinance, syndicate or otherwise finance other projects consistent with the Master Innovation and Development Plan, and Sidewalk, TWRC and other parties may sell or lease assets to the Infrastructure Vehicle as necessary for such projects. |

VIII. Other

39. Governing Law This Framework Agreement will be governed by, and construed in accordance with, the laws of the Province of Ontario, regardless of the conflicts of laws principles thereof. Each of the parties agrees that any dispute arising between the parties in relation to this Framework Agreement will, subject to the dispute resolution procedures set out in the Collaboration Principles, be brought exclusively in the courts of Ontario.
40. Transfer Restrictions The Definitive Documents will seek to align the Master Developer's economic interests with those of TWRC, including with respect to the sale of interests to third parties as described in this Framework Agreement.
41. TWRC Conditions Precedents The Definitive Documents may be subject to certain conditions precedent including approval by TWRC's shareholders.
42. Confidentiality Sidewalk acknowledges that TWRC has adopted a freedom of information policy ("**FOI Policy**") under which it has committed to make certain information available to requesting parties, subject to certain exceptions. A copy of the FOI Policy is available at:

<http://www.waterfrontoronto.ca/nbe/portal/waterfront/Home/waterfronthome/about-us/accountability/policies>

In accordance with the FOI Policy, all financial or commercial information of Sidewalk that is supplied in confidence to TWRC, including trade secrets, scientific, technical and labour relations information (collectively, "**Sidewalk Confidential Information**") previously or hereafter supplied by or on behalf of Sidewalk to TWRC or its representatives in connection with this Framework Agreement, the other Definitive Documents or the Project or other Transactions contemplated hereby or thereby is exempt from disclosure under the FOI Policy and will not be disclosed by TWRC, and TWRC will ensure that none of its affiliates or representatives disclose the Sidewalk Confidential Information to any person other than to TWRC's advisors (including government bodies), except as set out herein, otherwise agreed in writing or required by law.

Sidewalk Confidential Information shall not include any information that: (a) is or subsequently becomes generally available to the public through no fault of TWRC; (b) TWRC

has or knew at the time of disclosure or subsequently acquires by lawful means from a third party who is not in breach of confidentiality obligations to Sidewalk; or (c) is independently developed by TWRC without reference to any Sidewalk Confidential Information.

Sidewalk shall ensure that all Sidewalk Confidential Information is appropriately marked as “confidential” to indicate that it is financial or commercial information (including trade secrets, scientific, technical and labour relations information) and has been provided in confidence.

Sidewalk acknowledges that under the FOI Policy, portions of records containing Sidewalk Confidential Information may be disclosed by TWRC to the extent such portions do not contain Sidewalk Confidential Information and are not otherwise exempt from disclosure under the FOI Policy.

If TWRC receives a request for access to information that includes Sidewalk Confidential Information, TWRC shall:

- give prompt written notice to Sidewalk of the request and the Sidewalk Confidential Information that TWRC considers to be within the scope of the request;
- allow Sidewalk 20 days to make representations to TWRC as to why the Sidewalk Confidential Information in question should not be released (in whole or in part), including representations substantiating that such Sidewalk Confidential Information is in fact financial or commercial information of Sidewalk that is supplied in confidence to TWRC (including trade secrets, scientific, technical and labour relations information);
- make a decision with respect to the disclosure of the relevant Sidewalk Confidential Information, acting reasonably and in good faith, taking into consideration the representations of Sidewalk; and
- inform Sidewalk of its decision and, if applicable, disclose the relevant information in accordance with the process set out in the FOI Policy.

This Framework Agreement, its contents and the terms of the Project and other Transactions (collectively, “**Contract Information**”) will not be disclosed by any party, and each party will ensure that none of its affiliates or representatives disclose the Contract Information to any person other than to

such party's advisors (including government bodies), except as set out herein, otherwise agreed in writing or required by law. Notwithstanding the foregoing, Sidewalk acknowledges that portions of Contract Information may be subject to disclosure by TWRC in accordance with the FOI Policy to the extent such Contract Information is not exempt from disclosure (as Sidewalk Confidential Information or otherwise) under the FOI Policy.

TWRC further agrees not to disclose records containing information that is mutually generated by TWRC and Sidewalk without Sidewalk's prior written consent and to agree to reasonable restrictions on use and sharing, and the application of safeguards to protect, such information, and to notify Sidewalk of any breaches, subject to and in accordance with the FOI Policy.

Sidewalk also acknowledges that TWRC may become subject to the *Freedom of Information and Protection of Privacy Act* (Ontario) or a similar freedom of information law ("FIPPA"). If TWRC receives any request for information under FIPPA for access to any record(s) containing or based on Sidewalk Confidential Information or other information provided by or on behalf of Sidewalk, or mutually generated by TWRC and Sidewalk, TWRC shall notify Sidewalk promptly and prior to making any disclosure in response to such FIPPA request and shall afford Sidewalk the opportunity to make submissions concerning non-disclosure in accordance with the affected party notification regime under FIPPA.

TWRC shall not be deemed to be in breach of this Framework Agreement, and shall have no liability to any party, for disclosure of any information in good-faith compliance with its FOI Policy or, if applicable, FIPPA.

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| 43. Expenses | All expenses of the parties incurred in connection with the negotiation and execution of this Framework Agreement shall be borne by the party incurring such expenses. |
| 44. Conditions Precedent | The execution and delivery of the Definitive Documents shall be subject to customary conditions precedent. |
| 45. Exclusivity | In consideration of the substantial expenditure of time, effort and expenses to be undertaken by Sidewalk, the Master Developer and its representatives in connection with the Transactions, and in order to induce Sidewalk and the Master |

Developer to pursue the Transactions, TWRC hereby agrees and undertakes that during the period commencing as of the date of the execution of this Framework Agreement and ending on the earlier of the mutual approval of the MIDP and the termination of this Framework Agreement (such period, the “**Exclusivity Period**”), TWRC shall not (and shall not authorize or permit any of its officers, directors, employees, agents, or affiliates to), directly or indirectly:

- initiate, authorize, make, accept, negotiate, discuss, entertain, or otherwise pursue any offers or proposals to engage in any equity investment, debt financing, or other transaction that may be an alternative to, or may interfere with, the Project, the development of Quayside or the Eastern Waterfront or any plan for the development of Quayside or the Eastern Waterfront (any such transaction, an “**Alternative Transaction**”);
- offer, solicit, request, encourage, or respond to any proposal by any third party with respect to any such Alternative Transaction; or
- enter into any agreement or understanding in respect of, or consummate any, Alternative Transaction.

During the Exclusivity Period, Sidewalk Labs shall notify TWRC of any substantial negotiations (by such time as discussions reach the point of the parties exchanging any draft term sheets) regarding any urban development project of similar or greater size and vision as the Project for Quayside and the Eastern Waterfront.

Any discussions between the parties relating to these exclusivity provisions shall be consistent with the Collaboration Principles, including the dispute resolution procedures therein as appropriate.

46. Representations

TWRC represents and warrants to Sidewalk and the Master Developer that the designation of the Master Developer as the Partner has been made in accordance with the RFP and that TWRC’s conduct in connection with the RFP process, including the creation and administration of the RFP and the designation of the Master Developer as the Partner, has been in compliance with all applicable laws and policies applicable to TWRC, including those relating to TWRC’s mandate, procurement and confidentiality.

Sidewalk represents and warrants to TWRC that it has not engaged in any improper conduct intended to influence any government officials in connection with the RFP process.

Each of the parties represents and warrants to the other that such party has all necessary regulatory approvals and powers necessary to enter into this Framework Agreement.

47. Assignment

Sidewalk shall have the right to assign to one or more of its subsidiaries any or all of its rights and obligations as set out in this Framework Agreement and the Definitive Documents provided that (a) control of such subsidiary remains with Sidewalk, (b) such subsidiary agrees to be bound by all of the applicable obligations of Sidewalk and (c) Sidewalk shall not be released from any of such obligations as a result of such assignment.

48. Entire Agreement

This Framework Agreement (including the schedules hereto) constitutes the entire agreement, and supersedes all other prior agreements and understandings (including, for the avoidance of doubt, the RFP), both written and oral, between the parties with respect to the subject matter hereof; provided, however, that the Non-Disclosure Agreement, executed by Kevin Newsom of TWRC and delivered to Sidewalk, and the confidentiality provisions contained in Section 3.5.1 of the RFP, shall continue to apply in accordance with their terms. In addition, the parties acknowledge the letter, dated as of the date hereof, delivered by Alphabet Inc. to concurrently herewith.

49. No Third-Party Beneficiaries

This Framework Agreement is not intended to and shall not confer upon any person other than the parties hereto any rights or remedies hereunder.

50. Counterparts

This Framework Agreement may be executed in counterparts, each of which shall constitute an original.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned hereby execute this Framework Agreement as of the date first written above.

TORONTO WATERFRONT
REVITALIZATION CORPORATION

APPROVED AS TO FORM

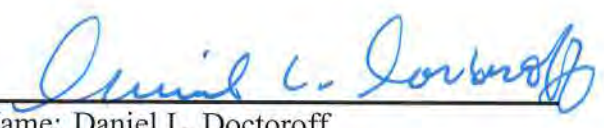


Ian Beverley
General Counsel


Name: William Fleissig
Title: Chief Executive Officer


Name: Meg Davis
Title: Chief Development Officer

SIDEWALK LABS LLC


Name: Daniel L. Doctoroff
Title: Chief Executive Officer

SIDEWALK TORONTO, LIMITED
PARTNERSHIP


Name: Daniel L. Doctoroff
Title: Authorized Signatory

Schedule 1Fair Procurement Standards

These Fair Procurement Standards will be refined and agreed to by the parties up to execution of the PDA. The following is intended to guide the parties' discussion prior to execution of the PDA.

The parties will jointly define Fair Procurement Standards in the Master Innovation and Development Plan that balance the public interest in market-based sourcing with facilitating purposeful solutions for innovation and are consistent with Section V and Subsection A5, c., vii of Appendix C of the RFP). Consistent with the legal requirements that may affect TWRC, such procurement strategies will include: (1) significant consultation and engagement with TWRC on deployment of urban technologies, (2) assurance that transactions by the Master Developer with affiliates or third parties will be on demonstrably arm's-length terms; and (3) flexibility for the Master Developer to attract capital investments.

All procurement by the Master Developer will be subject to the applicable provisions of the Master Innovation and Development Plan as approved and overseen by TWRC. The Master Innovation and Development Plan will identify areas where Master Developer's and its affiliates' incubation or technology investments may represent purposeful solutions that cannot be sourced from the market. Subject to adequately safeguarding any proprietary, confidential or commercially sensitive information of Master Developer and its affiliates, the parties will explore ways that might be used to insert the appropriate level of objectivity into the Fair Procurement Standards for objectively demonstrating that particular solutions or technologies are not available from the market. Any such agreed objectivity protocols shall be included in the MIDP and/or other appropriate Definitive Documents. Such exploration by the parties may include discussion of potentially utilizing some of the following protocols, to the extent practical, in appropriate circumstances:

- a) advance public notice of the intention to source a technology or solution on a sole-source (not openly competed) basis providing potential competitors a reasonable opportunity to demonstrate that they are already able to provide suitable alternatives on a competitive basis;
- b) independent third party validation that no suitable alternative can be sourced from the market; or
- c) other protocols as may be agreed aimed at providing impartial demonstration that no suitable alternatives are available from the market.

Consistent with the above, the Master Developer or its affiliates may enter into management, operations, purchasing, licensing, technology or other services agreements with related parties and third-parties (including the Infrastructure Vehicle, Development Companies and Project Companies). All such agreements shall be negotiated on an arm's-length basis and provide mechanisms that seek to provide impartial and objective demonstration that the agreement provides fair market value for the services, technology or solutions (such as, but not limited to, rights to audit profits generated by agreements). Such areas of purposeful solutions may include, but are not limited to:

- Technology that enables electronic sensing and management of the public realm;
- Technology that enables multi-modal transit in urban environments including infrastructure to support autonomous vehicles, “smart” traffic management, and digital inventory management of transit assets;
- Technology that enables the personalization of social services and city services (for example, health care);
- Technology that enables design, construction and operation of buildings using new materials, construction or fabrication methodologies, and that enables management of land use and building regulatory controls to be performed through real time, data driven performance assessment tools;
- Smart or district-scale infrastructure systems that enable dynamic resource management; and
- Technology that sources and manages city data to enable the creation of an urban data platform accessible via Application Programming Interfaces.

Master Developer may divest specific land parcels to Development Companies in order to enable purposeful solutions related to vertical development including but not limited to new building typographies, new building materials, new construction technologies, new occupancy models and new financing models for affordable housing.

Schedule 2

Collaboration Principles

The following Collaboration Principles are the principles related to day-to-day collaboration and oversight between Sidewalk and TWRC. The parties will work together to continue to refine the working relationship of the parties throughout the evolution of the Project and the appropriate processes, approvals, involvement, visibility, consultations, oversight, rights, responsibilities and roles throughout.

Day-to-day Collaboration

- TWRC and Sidewalk will work as an integrated team. The parties intend to capitalize on their respective skills with different members of the TWRC team and Sidewalk team leading functional working groups comprising individuals from both teams.
- The key employees of TWRC working on the implementation of the Master Innovation and Development Plan (the “**TWRC Team**”) will be co-located with Toronto-based members of Sidewalk.
- Every major functional working group specified in the Implementation Agreement will include at least one representative from each organization.
- The TWRC team will participate in the quarterly full team meetings with the full Sidewalk team.
- The parties will coordinate external communications and seek to develop a single, integrated branding of the project.

Oversight

- TWRC and Sidewalk will form a project management committee (the “**Project Management Committee**”) comprising an equal number of senior representatives of both parties including their respective CEOs. The Project Management Committee will set strategy and high-level shared objectives and will be the formal decision-making venue for the partnership of the parties. The Project Management Committee will meet regularly (and, in any event, not less than monthly), to coordinate the parties’ respective activities regarding the Transactions and the parties’ respective obligations and activities under this Framework Agreement and the Initial Definitive Documents.
- TWRC will have contractual or other rights to ensure the implementation of the project is consistent with the Master Innovation and Development Plan across the areas identified in this Framework Agreement.
- To enable this oversight, the Project Management Committee will receive regular reports on implementation progress prepared by the TWRC team and Sidewalk team jointly.
- Sidewalk will share quarterly feedback from its Board with the Project Management Committee.
- The parties will form an Advisory Committee to engage important local stakeholders in the development and implementation of the Master Innovation and Development Plan.
- The parties will discuss and agree on the scope of the Project Management Committee’s responsibilities and authorities in each of the Stages and following approval of the MIDP.

- The parties will discuss and agree on procedures relating to related party transactions and disclosure of any actual, potential or perceived conflicts of interests, and include same in the Definitive Documents.

Reporting

- The TWRC team and Sidewalk team will prepare an annual report for their respective Boards of Directors.
- The parties' approach to financial reporting will accommodate the financial reporting obligations and procedures of each party.

Dispute Resolution Processes

- The parties recognize that disagreements, differences or tensions (collectively, a "**Dispute**") between the parties may arise from time to time under this Framework Agreement and desire to establish procedures to guide the resolution of such Disputes in an expedient and friendly manner without resort to arbitration, litigation or other formal proceedings.
- If a Dispute arises between the parties under this Framework Agreement, and the parties do not resolve some or all of the Dispute through informal discussions among the relevant representatives involved, then: (a) either party may give the other party a written notice requesting initiation of these dispute resolution procedures with respect to such particular Dispute; (b) promptly following such notice, the Project Management Committee will meet to discuss and attempt to resolve the Dispute; (c) if the Dispute is not adequately addressed within 20 days of such notice by the Project Management Committee, the respective CEOs of Sidewalk and TWRC agree to meet to discuss and attempt to resolve the Dispute, including in person if necessary; (d) if the Dispute is not adequately addressed within 20 days of discussion by the CEOs, the parties shall, within 10 business days, mutually agree on a third-party mediator, and discuss and attempt to resolve such Dispute through mediation; and (e) if the Dispute is not adequately addressed after one mediation session, either party may provide written notice to the other party of its intent to terminate the Framework Agreement (an "**Intent to Terminate**").
- All information exchanged during such discussions and negotiations regarding a Dispute following a written notice requesting initiation of these dispute resolution procedures with respect to such Dispute will be regarded as "without prejudice" communications for the purpose of any settlement negotiations in connection with such Dispute and will be treated as "Confidential Information" pursuant to the terms of the Framework Agreement. However, evidence that is independently admissible or discoverable shall not be rendered inadmissible or non-discoverable by virtue of its use during such discussions and negotiations.