

From: Alyssa Harvey Dawson (Sidewalk Labs)
Sent: Thursday, May 7, 2020 10:46 AM
To: Ian Ness (Waterfront Toronto); Abraham Costin (McCarthy Tétrault)
Cc: Josh Sirefman (Sidewalk Labs)
Subject: Sidewalk Labs' Termination Notice

Hello,

As per the communications by Sidewalk Labs to Waterfront Toronto, pursuant to the Plan Development Agreement between the parties (the "PDA") and our notice requirements, this is notice of Sidewalk Labs' termination of the PDA under Section 9.01(a)(ii) of that agreement. Given the office closures, we are sending this communication via email, as permitted in the PDA.

Please note that this communication is being provided to Ian Ness given Ian Beverly's departure.

Best,

Alyssa

Alyssa Harvey Dawson
General Counsel



10 Hudson Yards
New York, NY 10001

AMENDING AGREEMENT

This Amending Agreement made as of April 14 2020 between:

TORONTO WATERFRONT REVITALIZATION CORPORATION

(**"Waterfront Toronto"**)

of the first part,

- and -

SIDEWALK LABS PORTFOLIO 1 LLC

(**"Sidewalk Labs"**)

of the second part,

Witnesses that whereas:

- (a) by a Plan Development Agreement made July 31, 2018, Waterfront Toronto and Sidewalk Labs LLC established a timeline for certain aspects of the Project;
- (b) the said agreement was amended by agreements made as of July 31, 2019, December 17, 2019 and January 31, 2020 (as amended, the "**PDA**");
- (c) Sidewalk Labs LLC changed its name to Sidewalk Labs Portfolio 1 LLC by a certificate of amendment dated September 18, 2019;
- (d) the Parties have agreed to extend certain time periods in the manner herein set out as provided in the PDA in order to continue their discussions in good faith.

Now therefore in consideration of the sum of Two Dollars paid by each Party to the other and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties hereto agree as follows:

- 1. Capitalized terms used but not defined herein have the meanings attributed to them in the PDA.
- 2. Paragraph 9.01(a)(v)(ii) is amended by replacing the date "May 20, 2020" with "June 25, 2020".
- 3. In all other respects the PDA is hereby ratified and confirmed and time continues to be of the essence.
- 4. This Amending Agreement may be executed in counterparts, each of which when executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument. Any such counterpart may be delivered by


Plan Development Agreement (as amended) - Terminated Effective May 17, 2020


facsimile, telecopier, email in PDF format or similar transmission and if so delivered shall be deemed to be an original document.

[Signature Page Follows]

In witness whereof the Parties hereto have executed this Amending Agreement.

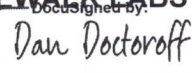
**TORONTO WATERFRONT
REVITALIZATION CORPORATION**

Per: 
Name: Stephen Diamond
Title: Chair, Board of Directors

Per: 
Name: George Zegarac
Title: CEO, Waterfront Toronto

I we have authority to bind the Corporation.

SIDEWALK LABS PORTFOLIO 1 LLC

Per: 
Name: Daniel E. Doctoroff
Title: CEO

Per: _____
Name:
Title:

I we have authority to bind the Corporation.

AMENDING AGREEMENT

This Amending Agreement made as of January 31, 2020 between:

TORONTO WATERFRONT REVITALIZATION CORPORATION

("Waterfront Toronto")

of the first part,

- and -

SIDEWALK LABS PORTFOLIO 1 LLC

("Sidewalk Labs")

of the second part,

Witnesses that whereas:

- (a) by a Plan Development Agreement made July 31, 2018, Waterfront Toronto and Sidewalk Labs LLC established a timeline for certain aspects of the Project;
- (b) the said agreement was amended by agreements made as of July 31, 2019 and December 17, 2019 (as amended, the "PDA");
- (c) Sidewalk Labs LLC changed its name to Sidewalk Labs Portfolio 1 LLC by a certificate of amendment dated September 18, 2019;
- (d) the Parties have agreed to extend certain time periods in the manner herein set out as provided in the PDA in order to continue their discussions in good faith.

Now therefore in consideration of the sum of Two Dollars paid by each Party to the other and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties hereto agree as follows:

1. Capitalized terms used but not defined herein have the meanings attributed to them in the PDA.
2. Paragraph 9.01(a)(v)(ii) is amended by replacing the date "March 31, 2020" with "May 20, 2020".
3. In all other respects the PDA is hereby ratified and confirmed and time continues to be of the essence.
4. This Amending Agreement may be executed in counterparts, each of which when executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument. Any such counterpart may be delivered by


- 2 -

facsimile, telecopier, email in PDF format or similar transmission and if so delivered shall be deemed to be an original document.

[Signature Page Follows]



In witness whereof the Parties hereto have executed this Amending Agreement.

APPROVED AS TO FORM



Waterfront Toronto Legal Counsel

**TORONTO WATERFRONT
REVITALIZATION CORPORATION**

Per: 
Name: Stephen Diamond
Title: Board Chair
Per: 
Name: George Zegarac
Title: President & Chief Executive Officer

I / we have authority to bind the Corporation.

SIDEWALK LABS PORTFOLIO 1 LLC

Per: 
Name: Daniel L. Doerflinger
Title: CEO

Per: _____
Name:
Title:

I / we have authority to bind the Corporation.



December 17, 2019

Re: Plan Development Agreement made July 31, 2018, as amended July 31, 2019

We confirm our agreement as set out in the October 29, 2019 resolution of threshold issues that the references to "MIDP Site" in Section 11.01(a) and in the definition of "Relevant Contract" in the Plan Development Agreement are amended to "Quayside Parcel".

Yours truly,

A handwritten signature in black ink, appearing to read "Joshua Sirefman".

Joshua J. Sirefman
President
Sidewalk Labs

A handwritten signature in blue ink, appearing to read "George Zegarac".

George Zegarac
Chief Executive Officer
Waterfront Toronto

AMENDING AGREEMENT

This Amending Agreement made as of July 31, 2019 between:

TORONTO WATERFRONT REVITALIZATION CORPORATION

("Waterfront Toronto")

of the first part,

- and -

SIDEWALK LABS LLC

("Sidewalk Labs")

of the second part,

Witnesses that whereas:

- (a) by a Plan Development Agreement (the "**PDA**") made July 31, 2018, Waterfront Toronto and Sidewalk Labs established a timeline for certain aspects of the Project;
- (b) the Parties have agreed to extend certain time periods in the manner herein set out as provided in the PDA in order to continue their discussions in good faith.

Now therefore in consideration of the sum of Two Dollars paid by each Party to the other and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties hereto agree as follows:

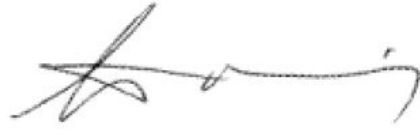
1. Capitalized terms used but not defined herein have the meanings attributed to them in the PDA.
2. The following is added as paragraph 9.01(a)(v)(i):
"October 31, 2019 if a set of threshold issues for the MIDP does not have Waterfront Toronto Approval and Sidewalk Approval by such time;"
3. The existing paragraph "9.01(a)(v)" is hereby renumbered "9.01(a)(v)(ii)" and amended by replacing the date "September 30, 2019" with "March 31, 2020" and the words "or such later date as the Parties may agree" are hereby deleted.
4. Paragraph 9.01(a)(vi) is hereby amended by replacing the date "December 31, 2019" with "December 31, 2020" and the words "or such later date as the Parties may agree" are hereby deleted;

5. In all other respects the PDA is hereby ratified and confirmed and time continues to be of the essence.
6. This Amending Agreement may be executed in counterparts, each of which when executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument. Any such counterpart may be delivered by facsimile, telecopier, email in PDF format or similar transmission and if so delivered shall be deemed to be an original document.

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In witness whereof the Parties hereto have executed this Amending Agreement.

**TORONTO WATERFRONT
REVITALIZATION CORPORATION**



Per: _____

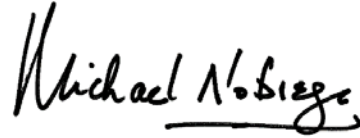
Name: Stephen Diamond

Title: Chair, Board of Directors

APPROVED AS TO FORM



Waterfront Toronto Legal Counsel



Per: _____

Name: Michael Nobrega

Title: Chief Executive Officer (Interim)

I we have authority to bind the Corporation.

SIDEWALK LABS LLC

DocuSigned by:

Per: Dan Doctoroff _____

Name: Daniel L. Doctoroff

Title: CEO

Per: _____

Name:

Title:

I we have authority to bind the Corporation.

PLAN DEVELOPMENT AGREEMENT

BETWEEN

TORONTO WATERFRONT REVITALIZATION CORPORATION

AND

SIDEWALK LABS LLC

DATED the 31st day of July, 2018

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THIS PLAN DEVELOPMENT AGREEMENT is made and effective as of the 31st day of July, 2018 (the “**Effective Date**”).

BETWEEN:

TORONTO WATERFRONT REVITALIZATION CORPORATION

(“**Waterfront Toronto**”)

- and -

SIDEWALK LABS LLC

(“**Sidewalk Labs**”)

WHEREAS:

- A. Sidewalk Labs and Waterfront Toronto wish to enter into this Agreement, among other reasons, to establish a roadmap for the planning phase of the Project involving the preparation and creation of a Master Innovation and Development Plan for the Project (the “**Master Innovation and Development Plan**” or “**MIDP**”).
- B. Because this Agreement reflects greater clarity and refinement of thinking about the Project than the Parties had the benefit of at the time they began their collaboration, this Agreement shall replace and supersede the Framework Agreement, dated as of October 16, 2017, by and among Sidewalk Labs, Sidewalk Toronto, Limited Partnership and Waterfront Toronto (the “**Framework Agreement**”), in its entirety.

NOW THEREFORE, in consideration of the foregoing, the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sidewalk Labs and Waterfront Toronto agree as follows:

ARTICLE I
PLAN DEVELOPMENT OBJECTIVES AND ROLES

1.01 **The Parties**

- (a) Waterfront Toronto was established pursuant to the *Toronto Waterfront Revitalization Corporation Act* (Ontario) (the “**Act**”) by the Government of Canada, the Province of Ontario and the City of Toronto to plan, promote and guide the revitalization of Toronto’s waterfront lands. Pursuant to the MOU, as referenced in the Second Contribution Agreement, Waterfront Toronto is the revitalization lead for the Port Lands and East Bayfront (in each case, as defined in the MOU), which mandate includes building a waterfront of international renown and developing sustainable, balanced and healthy communities and commercial districts that address public policy priorities. Pursuant to its corporate vision, Waterfront Toronto’s core revitalization objectives that will inform the development of the MIDP are:
 - (i) Neighbourhood – Advancing complete communities that address the need for housing, mobility and access, connectivity and inclusivity.

- (ii) Sustainability – Promoting cutting-edge solutions to reduce carbon emissions, while promoting a high quality of life and improving public health.
 - (iii) Destinations – Creating enduring value through well-designed and vibrant cultural, recreational, civic and public spaces for residents and visitors.
 - (iv) Prosperity – Leveraging innovation and partnerships to deliver economic growth and new jobs.
 - (v) Engagement – Cultivating a high-performance and listening organization, promoting deep stakeholder trust, broad community outreach and consequential citizen feedback using robust data analysis and superior interactive web tools.
- (b) Sidewalk Labs is an Alphabet Inc. subsidiary that was formed in 2015 with the mission of reimagining cities and accelerating innovation to address urban challenges and achieve new standards of sustainability, affordability, mobility and economic opportunity. Sidewalk Labs brings together a unique group of urban planners and developers and experienced engineers and designers to bridge the urbanist/technologist divide to enable more integrated and thoughtful placemaking. Pursuant to the RFP Submission Materials and its corporate vision, Sidewalk Labs’ core objectives that will inform the development of the MIDP are:
- (i) Innovation – Establishing a framework for one of the world’s most innovative urban districts.
 - (ii) Quality of Life – Enabling a meaningfully superior quality of urban life, including cost of living savings for a diverse population of residents, employers and employees.
 - (iii) Diverse and Robust Economy – Attracting and sustaining a diverse twenty-first century economy, including a cluster focused on urban innovation.
 - (iv) Blueprint for Cities – Developing plans, innovations and ideas that can be replicable in cities elsewhere.

1.02 **Shared Mission**

- (a) These mandates, missions and goals of Waterfront Toronto and Sidewalk Labs are highly aligned.
- (b) **Shared Objectives**
 - (i) Both Waterfront Toronto and Sidewalk Labs are committed to a new, first of its kind, innovative approach to city-building that combines world-class urban design and cutting-edge technology in order to deliver transformative benefits in quality of life to a diverse set of city residents, workers and visitors.
 - (ii) Both Parties believe in the potential for technology to improve urban life and to create people-centered communities that are more livable, connected, prosperous and resilient.

- (iii) Both Parties seek to establish a complete community that serves as a model for sustainable and resilient neighborhoods throughout Toronto and cities around the world.
 - (iv) Both Parties aim to create a destination for people, companies, startups, and local organizations to advance solutions to the challenges facing cities, such as energy use, housing affordability, and transportation, and make Toronto the global hub of a rising new industry focused on urban innovation.
- (c) **Shared Principles**
- (i) Both Parties are committed to diversity and the inclusion of people of all ages, abilities, backgrounds, and incomes.
 - (ii) Both Parties believe technology has the potential to improve quality of life in cities, but that people must always come first.
 - (iii) Both Parties respect privacy and believe in open standards that enable innovation by local government, researchers, companies, community groups, and the general public.
 - (iv) Both Parties recognize the value in strong collaborations: the success of the Project depends on the support and confidence of government and the public.

1.03 **Roles of the Parties**

- (a) Waterfront Toronto will have the following responsibilities and roles in connection with the creation of the MIDP:
- (i) In accordance with the MOU, and subject to the approvals necessary for applicable Business and Implementation Plans, acting as revitalization lead in the public interest;
 - (ii) In accordance with the MOU, preparing Business and Implementation Plans, as set out in more detail in Section 4.01(a);
 - (iii) Working with Sidewalk Labs to develop the financial model and implementation phasing for the Project that seeks to make the Project financially viable and developing the business case for the MIDP, taking into account land value, Intellectual Property and infrastructure plans and any related standards or requirements;
 - (iv) Overseeing digital governance elements of the MIDP, including through the Digital Strategy Advisory Panel in accordance with the Digital Governance Framework Principles;
 - (v) Collaborating with Sidewalk Labs with respect to the achievement of the vision and goals of the Parties as summarized in Section 1.02 of Schedule B hereto, including with respect to sustainability, buildings, community and city services, public realm, mobility and digital platform;

- (vi) Through the Project Management Committee, coordinating design of the built environment, including public realm, with the Waterfront Toronto Design Review Panel, which provides objective, professional advice about all facets of planning, design and development within the Designated Waterfront Area;
 - (vii) In accordance with the GR/PR Principles, liaising with the Province of Ontario, Government of Canada, the City of Toronto and other key stakeholders throughout the process;
 - (viii) In accordance with the GR/PR Principles, planning, coordinating and engaging in consultations with the wider community (including residents and the local development and technology communities); and
 - (ix) Acting in the public interest with respect to the MIDP and the Project.
- (b) Consistent with the RFP and RFP Submission Materials, Sidewalk Labs will have the following responsibilities and roles in connection with the creation of the MIDP:
- (i) Providing urban planning and engineering expertise to inform the MIDP, including with respect to plans for technology and other innovations (including Purposeful Solutions), including insights based on first principles of city-building;
 - (ii) Providing financial support for the creation of the MIDP by funding the Sidewalk Funding Commitment as set forth in Section 5.02;
 - (iii) Working with Waterfront Toronto to develop the financial model and implementation phasing for the Project that seeks to make the Project financially viable and determining economic, financial and market constraints on the Project;
 - (iv) Collaborating with Waterfront Toronto with respect to the achievement of the vision and goals of the Parties as summarized in Section 1.02 of Schedule B hereto, including with respect to sustainability, buildings, community and city services, public realm, mobility and digital platform; and
 - (v) In accordance with the GR/PR Principles, planning, coordinating and engaging in consultations with the wider community (including the local development and technology communities).

1.04 **The RFP**

- (a) In March 2017, Waterfront Toronto issued Request for Proposals No.: 2017-13 (the “**RFP**”) for an Innovation and Funding Partner (as defined in the RFP), and Sidewalk Labs, after having explored opportunities all over the world, recognized the unique opportunity presented by the RFP and answered its call, presenting a vision in its RFP Submission Materials for a new type of neighbourhood that utilizes Sidewalk Labs’ unique combination of technology, urban development expertise and flexible funding approaches to establish a new model for city-building in the twenty-first century.

- (b) Following a rigorous, fair and transparent selection process, Waterfront Toronto awarded the RFP to Sidewalk Labs, and in October 2017, the Parties publicly announced their collaboration. To formalize their relationship in connection with the Project, the Parties entered into the Framework Agreement. The Framework Agreement provided an initial protocol for the Parties to further define their collaboration in this Agreement with the benefit of engagement with the public and a broad set of public and private sector stakeholders.
- (c) This Agreement shall supersede the Framework Agreement in its entirety.

1.05 **Master Innovation and Development Plan – Joint Objectives**

(a) In furtherance of their shared goals and vision, the Parties will work together collaboratively, diligently and in good faith to jointly prepare the MIDP in accordance with the MIDP Scope, including the MIDP Targets set out in Schedule B, and all other terms of this Agreement. The Parties will seek to create the MIDP in a way that is in keeping with the spirit, vision and aspirations represented by the RFP and RFP Submission Materials.

(b) The Parties acknowledge and agree that the MIDP will be a co-created overall plan consisting of multiple integrated, consistent, and cohesive sub-plans and ideas, on, for example, infrastructure, public realm, mobility, sustainability, affordability, accessibility, and built environment. The creation of such a plan does not itself signal any right to implement all or any part of it. To the contrary, the Parties acknowledge that in many cases, the implementation of plans contained in the MIDP will be subject to various contingencies, such as the receipt of certain governmental approvals and clearances, approvals of or agreements with landowners or other third-party consents.

1.06 **No Interest in Land or Sale of Land**

(a) The Parties further acknowledge that the inclusion of plans in the MIDP with respect to any particular parcel or area in no way implies control, ownership or other rights with respect to such parcel or area. The Parties acknowledge that Waterfront Toronto owns only Quayside WT and not any other parcel, and that this Agreement does not create any real property interest in Quayside WT and that the Sidewalk Funding Commitment does not constitute a payment towards any real property interest in Quayside WT. Further, the Parties acknowledge that this Agreement is not intended to, does not and cannot, bind or otherwise encumber, or transfer any ownership of, any land, not owned by Waterfront Toronto to Sidewalk Labs or to any other person, and that this Agreement does not create any real property interest in any such land.

(b) Waterfront Toronto and Sidewalk Labs acknowledge that the Quayside Parcel includes land owned by the City of Toronto, CreateTO, TPLC and private landowners. The MIDP will include business proposals related to these lands, for consideration by the Parties.

ARTICLE II **IMPLEMENTATION PLANNING**

2.01 **Implementation Agreements**

(a) The MIDP will address the principal commercial terms for the potential implementation of the MIDP. The main agreements between the Parties to implement the MIDP are referred to herein as the “**Principal Implementation Agreements.**” Waterfront Toronto and Sidewalk Labs will seek to

finalize the Principal Implementation Agreements in connection with, and subject to, the receipt of approvals necessary to proceed.

(b) The Parties acknowledge that other agreements may be required in connection with the Project from time to time (the “**Future Implementation Agreements**”). The Principal Implementation Agreements and Future Implementation Agreements shall be referred to together as the “**Implementation Agreements**.”

(c) The Implementation Agreements will include, among other things, customary commercial terms that are mutually acceptable to the Parties and provide appropriate and reasonable comfort regarding the satisfaction of each Party’s obligations.

2.02 Methodologies

(a) The Principal Implementation Agreements will include a “land methodology” containing agreed methodologies for the valuation of Quayside Parcel and compensation to Waterfront Toronto in respect thereof, which is expected to be based on the fair market value of Quayside Parcel as determined by a third-party, Appraisal Institute of Canada qualified, appraiser in accordance with agreed principles and on an agreed basis to be set out in the MIDP.

(b) The Parties acknowledge that the program set out in the MIDP, if implemented, may ultimately impact the fair market value of the Quayside Parcel.

(c) The Principal Implementation Agreements or Future Implementation Agreements will, if opportunities arise for Waterfront Toronto to contribute funding or other value to intellectual property or infrastructure opportunities, include an “intellectual property methodology” or “infrastructure methodology,” respectively, providing agreed methodologies on the valuation thereof, and profit-sharing or other compensation to Waterfront Toronto in respect of its contributions thereto.

(d) Sidewalk Labs and Waterfront Toronto will determine the nature of their relationship in proceeding to implementation of the MIDP, if approved.

2.03 Procurement Principles

(a) The Procurement Principles attached as Schedule D hereto will apply to the Project.

(b) The Principal Implementation Agreements shall also specify that any procurement for a third party developer (or developers) to proceed with the design and construction of any above-grade buildings on the Quayside Parcel will be led by Waterfront Toronto and undertaken jointly by Waterfront Toronto and Sidewalk Labs. The MIDP and/or Principal Implementation Agreements will identify those circumstances and conditions under which Sidewalk Labs will act as vertical developer.

ARTICLE III APPROVALS

3.01 Approvals

(a) The MIDP will be subject to the approval of each of Waterfront Toronto, in its sole, absolute and unfettered discretion (including the approval of its board of directors and any Additional Approvals on which Waterfront Toronto elects to condition its approval, the “**Waterfront Toronto Approval**”) and Sidewalk Labs, in its sole, absolute and unfettered discretion (the “**Sidewalk**

Approval). Sidewalk acknowledges that, in addition to the approval of the Waterfront Toronto board, Waterfront Toronto may, at its option, seek the approval of the MIDP by any or all of the Three Orders of Government (the “**Additional Approvals**”) and that the Waterfront Toronto Approval shall not be deemed to have been given until Waterfront Toronto has obtained the approval of its board of directors and obtained any Additional Approvals on which it has elected to condition its approval. The MIDP will also be subject to the review and input of the Waterfront Toronto Design Review Panel and Digital Strategy Advisory Panel.

(b) Upon completion of the approval steps set out in Section 3.01(a), the Parties will proceed to finalize, execute and deliver the Principal Implementation Agreement(s), subject to Waterfront Toronto Approval and Sidewalk Approval (for the avoidance of doubt, in each case, it is sole, absolute and unfettered discretion) such Principal Implementation Agreement(s).

(c) Waterfront Toronto shall not seek Waterfront Toronto Approval, and Sidewalk Labs shall not seek Sidewalk Approval, in each case until such time as is mutually agreed by the Parties.

ARTICLE IV INITIAL PLAN MILESTONES

4.01 Satisfaction of Initial Plan Milestones

(a) The Parties hereby agree that the initial plan milestones on which the Second Funding Commitment is contingent (the “**Initial Plan Milestones**”) are all satisfied as of the date hereof, either prior to the execution of this Agreement or upon and through the execution of this Agreement, as more particularly described below:

- (i) Flood Mitigation. The Initial Plan Milestone relating to the receipt of flood mitigation financing is satisfied by the execution and delivery of (i) the Cherry Street Stormwater & Lakefilling Project Delivery Agreement between the City of Toronto and Waterfront Toronto, dated as of May 31, 2017 (the “**First Contribution Agreement**”), which sets out the Three Orders of Government commitment to fund the Cherry Street Stormwater & Lakefilling Project in an amount up to CAN\$65 million, and (ii) the Port Lands Flood Protection and Enabling Infrastructure Project Contribution Agreement, by and among Her Majesty the Queen in Right of Canada as represented by the Minister of Infrastructure, Communities and Intergovernmental Affairs, Her Majesty the Queen in right of the Province of Ontario, represented by the Minister of Infrastructure, the City of Toronto represented by the Deputy City Manager, Cluster B and Waterfront Toronto, dated as of May 1, 2018 (the “**Second Contribution Agreement**”) and, together with the First Contribution Agreement, collectively the “**Contribution Agreement**”), which commits the public sector bodies to fund the Port Lands Flood Protection and Enabling Infrastructure Project in an amount up to CAN\$1.185 billion, in each case for the re-naturalization of the Don River and the flood protection of the Lower Don Lands and the Port Lands.
- (ii) Waterfront Toronto Mandate. The Initial Plan Milestone relating to the reaffirmation of Waterfront Toronto’s mandate to carry out the planning and implementation of development in relation to the Project is satisfied by various Council decisions and by City Staff Report (Ex30.9) dated January 16, 2018, which provides, among other things, that the “relationship between the City,

Waterfront Toronto, and the Toronto Economic Development Corporation (TEDCO, now controlled by Toronto Realty Agency) is defined in a three-party Memorandum of Understanding approved by Council in 2006, which MOU “identifies a lead implementation role for Waterfront Toronto in the ‘Designated Waterfront Area’ for precincts that have Council-approved Business and Implementation Plans” and that such “lead implementation role includes overall responsibility for revitalization matters including preparation of Business and Implementation Plans, site investigations, environmental remediation and risk management, site preparation work, hard services and other public realm improvements, and directing the transfer of development lands to third party purchasers or ground lease tenants.”

- (iii) Agreement on Scope of Business and Implementation Plans. The Initial Plan Milestone relating to agreement on the scope of the BIPs is satisfied by the Parties’ agreement with respect to the relationship of the BIPs and the MIDP as set forth in Section 6.01 of this Agreement.
- (iv) Agreement on Scope of Master Innovation and Development Plan. The Initial Plan Milestone relating to agreement on the scope of the MIDP is satisfied by the Parties’ agreement on the MIDP Scope attached as Schedule B hereto.
- (v) Fair Procurement Standards. The Initial Plan Milestone relating to the Parties’ agreement on fair and arms’-length procurement standards is satisfied by the Parties’ agreement on the Procurement Principles attached as Schedule D hereto.

ARTICLE V MIDP PROJECT FUNDING

5.01 The Budget and Detailed Budget

(a) The Parties hereby approve the budget attached hereto as Schedule C as the initial budget for the planning, creation and approval of the MIDP (as modified from time to time as permitted by this Agreement, the “**Budget**”). The Parties shall use commercially reasonable efforts to ensure that adequate resources and staff with the requisite ability and expertise are committed to the Project in accordance with the Budget.

(b) Sidewalk Labs will reimburse Waterfront Toronto for its reasonable, documented, out-of-pocket expenses incurred in connection with the creation of the MIDP, in an amount up to the quarterly cap set forth in item number three of the Budget and subject to the overall Sidewalk Funding Commitment (the “**Waterfront Toronto Reimbursables**”). On or promptly following the first quarter end following execution of this Agreement, Sidewalk Labs will pay Waterfront Toronto the Waterfront Toronto Reimbursables in respect of the period beginning October 16, 2017 and ending December 31, 2017, for the quarter beginning January 1, 2018 and ending March 31, 2018 and for the quarter beginning April 1, 2018 and ending June 30, 2018, and thereafter Sidewalk Labs will pay Waterfront Toronto the Waterfront Toronto Reimbursables on a quarterly basis (up to the end of the Term of this Agreement or December 31, 2018, whichever is earlier) and subject to the overall Sidewalk Funding Commitment; provided that on or before the earlier of January 1, 2019 and any public release of a draft MIDP, Sidewalk Labs will, through the Project Management Committee, allocate sufficient funds for the Waterfront Toronto Reimbursables for 2019. The Parties may, by mutual agreement in writing, agree to increase or decrease the amount of the Waterfront Toronto Reimbursables.

(c) In addition to the Budget attached as Schedule C, Sidewalk Labs shall prepare a more detailed budget (the “**Detailed Budget**”) to supplement the Budget, which Sidewalk Labs shall provide to Waterfront Toronto in a soft format as reasonably required by Waterfront Toronto. The Detailed Budget will be managed by the Project Management Committee and will show expenditures (both incurred and anticipated in connection with the Project) against budget line items together with appropriate commentary and will be updated and provided to the Project Management Committee on a monthly basis, and Sidewalk Labs will provide any additional information or clarification reasonably requested by Waterfront Toronto. If the amount spent on a line item in the Budget or Detailed Budget is less than the amount budgeted for that line item, the savings will be reallocated to other existing or new line items under the supervision of the Project Management Committee.

(d) Both the Budget and the Detailed Budget will cover the anticipated and estimated uses of the Sidewalk Funding Commitment.

5.02 **Funding of MIDP Planning**

(a) Sidewalk Labs represents and warrants to Waterfront Toronto that it has financed and facilitated Project activities for the period up to and including the execution of this Agreement, but subject to such obligation being capped at US\$10,000,000 (the “**First Funding Commitment**”).

(b) Following the execution of this Agreement, Sidewalk Labs will fund the development and finalization of the MIDP up to and including the development and finalization, and prior to execution of, the Principal Implementation Agreements, but subject to such obligation being capped at US\$40,000,000 plus any remaining and unspent funds from the First Funding Commitment (the “**Second Funding Commitment**”). The First Funding Commitment and the Second Funding Commitment is subject to an overall cap of US\$50,000,000 (the “**Sidewalk Funding Commitment**”).

(c) For the avoidance of doubt and notwithstanding anything herein to the contrary (except pursuant to any funding for 2019 as set forth in Section 5.01(b)), Sidewalk Labs shall not be liable to Waterfront Toronto for, and shall not be required to fund any amounts for, any costs other than Waterfront Toronto Reimbursables and/or any amounts that are in excess of the First Funding Commitment or Second Funding Commitment, as then applicable, and in no event shall be liable for or required to fund any costs (including the Waterfront Toronto Reimbursables) in excess of the Second Funding Commitment (provided that the Second Funding Commitment is not intended to limit the liability of Sidewalk Labs in the event of a default under this Agreement).

(d) Concurrently with the execution of this Agreement, Sidewalk Labs will deliver to Waterfront Toronto a comfort letter from Alphabet Inc., substantially in the form of the letter dated October 16, 2017, with respect to the Sidewalk Funding Commitment under this Agreement.

(e) Waterfront Toronto acknowledges that Sidewalk Labs’ funding of the First Funding Commitment was, and the Second Funding Commitment will be, made through Sidewalk Toronto Limited Partnership, and that such funding obligation is an obligation of Sidewalk Toronto Limited Partnership, and Sidewalk Labs agrees to cause such funding to be made.

(f) The treatment of the Sidewalk Funding Commitment or a portion thereof will be considered by the Parties in the Principal Implementation Agreements and will be recognized within a distribution waterfall to the extent the Parties include any profit-sharing formula.

ARTICLE VI
COORDINATION

6.01 Business and Implementation Plans

(a) Pursuant to the MOU, as referenced in the Second Contribution Agreement, Waterfront Toronto is the revitalization lead for the Port Lands and East Bayfront (in each case, as defined in the MOU), which mandate includes building a waterfront of international renown and developing sustainable, balanced and healthy communities and commercial districts that address public policy priorities. Sidewalk Labs acknowledges that pursuant to the MOU, Waterfront Toronto will prepare one or more Business and Implementation Plans (the “**Business and Implementation Plans**” or “**BIPs**”) and that each BIP will be created in consultation with City divisions and agencies, including CreateTO, and must be approved by City Council.

(b) Notwithstanding anything herein to the contrary, Waterfront Toronto will ensure that any BIP proposed, recommended and/or submitted by it or on its behalf to the City of Toronto for consideration, for the Quayside Parcel and for any additional parcels included in the MIDP is consistent with, and does not limit, conflict with or constrain, the terms included in the MIDP Scope or this Agreement or reasonably expected to be included in the MIDP and Implementation Agreements or, after approval of the MIDP, will be consistent with the MIDP. In preparing the BIP for Quayside Parcel and for any additional parcels, Waterfront Toronto will consult with Sidewalk Labs including in connection with the submission of, approval of, and/or communications with respect to, each such BIP.

(c) For the avoidance of doubt, any further BIPs in addition to the BIP for the Quayside Parcel will be developed in compliance with the above principles.

6.02 Other Coordination

(a) Waterfront Toronto has provided or shall promptly provide Sidewalk Labs with correct and complete copies of all Relevant Contracts. Notwithstanding the foregoing, Waterfront Toronto shall not be required to disclose any provision of a Relevant Contract entered into prior to the Effective Date if doing so would result in a breach of the confidentiality provisions of such Relevant Contract; provided, however, that Waterfront Toronto shall use its commercially reasonable efforts to obtain the required consent of the counterparty or counterparties to the Relevant Contract to permit such disclosure and shall allow for disclosure to the maximum extent that does not result in a breach of the Relevant Contract (including by providing summaries, excerpts or redacted copies, for example) and provided further, that with respect to any Relevant Contract entered into after the Effective Date, Waterfront Toronto shall use commercially reasonable efforts to avoid any prohibition on disclosing such Relevant Contract to Sidewalk Labs (and if a counterparty refuses to permit disclosure to Sidewalk Labs, Waterfront Toronto shall notify the Project Management Committee thereof). Without the prior written consent of Sidewalk Labs, not to be unreasonably withheld, Waterfront Toronto shall not enter into, terminate, extend, amend, assign or compromise or waive any rights or claims under any Key Contract, or, if it would limit, conflict with or constrain, the terms included in the MIDP Scope or this Agreement or reasonably expected to be included in the MIDP and Implementation Agreements, under any other Relevant Contract. Waterfront Toronto shall cooperate and consult with Sidewalk Labs in connection with Planning Initiatives of which it is aware.

(b) Sidewalk Labs shall provide to Waterfront Toronto copies of all final versions of relevant plans, reports, surveys and designs created or acquired by Sidewalk Labs in the course of the creation of the MIDP and funded by the Sidewalk Funding Commitment, whether before or after the date of this Agreement, that cover all or a portion of the MIDP Site (the “**MIDP Materials**”). The Parties will also

share with one another drafts of relevant plans, reports, surveys and designs created or acquired in the course of the creation of the MIDP on an ongoing basis pursuant to the Collaboration Principles. Notwithstanding the foregoing, Sidewalk Labs shall not be required to disclose any MIDP Materials created or acquired prior to the Effective Date in a breach of the confidentiality of an engagement letter or other third-party Contract: provided however, that Sidewalk Labs shall use its commercially reasonable efforts to obtain the required consent of the relevant third party(ies) to permit such disclosure and shall allow for disclosure to the maximum extent that does not result in a breach of the relevant engagement letter or other Contract (including by providing summaries, excerpts or redacted copies, for example). Sidewalk Labs agrees to use its reasonable best efforts to deliver to Waterfront Toronto such reliance letters as Waterfront Toronto or the City of Toronto may require, each acting reasonably, entitling Waterfront Toronto and the City of Toronto, as required, to rely on any certified studies constituting MIDP Materials, and Sidewalk Labs further acknowledges that any approval of Waterfront Toronto or the City of Toronto of the MIDP may be conditioned or withheld if such reliance letters are not delivered.

(c) Sidewalk Labs shall ensure that no MIDP Materials acquired after the Effective Date are subject to confidentiality requirements which would prevent disclosure of same to Waterfront Toronto, except where the other party to the Contract objects to the disclosure to Waterfront Toronto for the purposes of protecting innovations, whereupon the matter will be referred to the Project Management Committee for resolution.

(d) Each Party acknowledges that any third-party materials provided to it by the other Party is provided for informational purposes only and without representation, warranty or recourse.

(e) The Parties acknowledge and agree that, except as expressly set forth in this Agreement, including the representations and warranties contained herein, there are no agreements, representations, promises, warranties, guarantees or conditions of any kind whatsoever, statutory or otherwise, expressed or implied by any of them, with respect to the condition, development potential, or viability of the Quayside Parcel or any other lands relating to the Project.

6.03 **Public Communications and Government Relations**

(a) The Communications and Government Relations Principles attached as Schedule J hereto (the “**GR/PR Principles**”) will govern the planning, development, and implementation of all communications activities related to the development of the MIDP.

6.04 **Project Management Committee**

(a) The Collaboration Principles attached as Schedule F hereto (the “**Collaboration Principles**”) set out provisions governing the collaboration of the Parties in creating the MIDP and finalizing the Principal Implementation Agreements. In accordance with the Collaboration Principles, the Project Management Committee shall be the primary venue through which coordination of the Parties in creating the MIDP is managed and overseen.

ARTICLE VII **INTELLECTUAL PROPERTY; PRIVACY & DATA GOVERNANCE**

7.01 **Intellectual Property**

The Intellectual Property Terms attached as Schedule G hereto sets out provisions governing the Parties’ rights and obligations with respect to Intellectual Property.

7.02 Privacy & Data Governance

The Digital Governance Framework Principles attached as Schedule I hereto sets out principles that will direct the Parties' approach with respect to privacy and data governance matters.

ARTICLE VIII REPRESENTATIONS

8.01 Representations of Waterfront Toronto

Waterfront Toronto represents and warrants to Sidewalk Labs that:

(a) Waterfront Toronto is a non-share capital corporation incorporated and validly existing under the laws of the Province of Ontario and has all the requisite power and authority to carry on its business as it is currently being conducted.

(b) Waterfront Toronto has the requisite power, authority and capacity to execute, deliver and perform this Agreement, and to execute, deliver and perform all other agreements, instruments, undertakings and documents as are required by this Agreement to be done, executed, delivered or performed.

(c) (i) This Agreement has been duly authorized, executed and delivered by Waterfront Toronto; (ii) Waterfront Toronto has the necessary organizational power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and no other organizational proceedings on the part of Waterfront Toronto are necessary to authorize the execution and delivery of this Agreement and the performance of Waterfront Toronto's obligations hereunder; and (iii) assuming this Agreement constitutes a legal, valid and binding obligation of Sidewalk Labs, this Agreement constitutes a legal, valid and binding obligation of Waterfront Toronto, enforceable against Waterfront Toronto in accordance with its terms, subject only to the enforcement of remedies by bankruptcy, insolvency, moratorium, winding-up, arrangement, reorganization, fraudulent preference and conveyance and other laws of general application affecting the enforcement of creditors' rights generally and general equitable principles and the fact that the availability of equitable remedies is in the discretion of a court and that a court may stay proceedings or the execution of judgments (collectively, the "**Enforcement Exceptions**").

(d) The execution, delivery, and performance by Waterfront Toronto of this Agreement does not and will not: (i) violate or conflict with its constating or organizational documents or enabling legislation; (ii) violate or conflict with any applicable Law; or (iii) result in any violation of or default under (with or without notice, lapse of time, or both), give rise to a right of termination, cancellation or acceleration of any obligation under, result in the loss of benefit under or result in the creation of any lien or other encumbrance on Waterfront Toronto's assets or properties under, any Contract to which Waterfront Toronto is a party or by which it or any of its properties or assets is bound or affected.

(e) (i) Waterfront Toronto has provided Sidewalk Labs with correct and complete copies of the MOU and the Contribution Agreement prior to the date hereof; (ii) each of the MOU and the Contribution Agreement is a valid and binding obligation of Waterfront Toronto and, to Waterfront Toronto's knowledge, each other party thereto, and is in full force and effect; (iii) Waterfront Toronto is not in breach of or default under the terms of the MOU or the Contribution Agreement; and (iv) Waterfront Toronto has not received any notice of or claim of default under the MOU or Contribution Agreement and is not aware of any party's intent to terminate the MOU or the Contribution Agreement.

8.02 Representations of Sidewalk Labs

Sidewalk Labs represents and warrants to Waterfront Toronto that:

- (a) Sidewalk Labs is a limited liability company validly existing under the laws of Delaware and has all the requisite power and authority to carry on its business as it is currently being conducted.
- (b) Sidewalk Labs has the requisite power, authority and capacity to execute, deliver and perform this Agreement, and to execute, deliver and perform all other agreements, instruments, undertakings and documents as are required by this Agreement to be done, executed, delivered or performed.
- (c) (i) This Agreement has been duly authorized, executed and delivered by Sidewalk Labs; (ii) Sidewalk Labs has the necessary organizational power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and no other organizational proceedings on the part of Sidewalk Labs are necessary to authorize the execution and delivery of this Agreement and the performance of its obligations hereunder; and (iii) assuming this Agreement constitutes a legal, valid and binding obligation of Waterfront Toronto, this Agreement constitutes a legal, valid and binding obligation of Sidewalk Labs, enforceable against it in accordance with its terms, subject only to the Enforcement Exceptions.
- (d) The execution, delivery, and performance by Sidewalk Labs of this Agreement does not and will not: (i) violate or conflict with its constating or organizational documents; (ii) violate or conflict with any applicable Law; or (iii) result in any violation of or default under (with or without notice, lapse of time, or both), give rise to a right of termination, cancellation or acceleration of any obligation under, result in the loss of benefit under or result in the creation of any lien or other encumbrance on its assets or properties under, any Contract to which it is a party or by which it or any of its properties or assets is bound or affected
- (e) As of the date hereof, Sidewalk Labs is not a party to any Contract that would inhibit or limit the plans, ideas, values or other concepts to be included in the MIDP.
- (f) As of the date hereof, Sidewalk Labs is a wholly owned subsidiary of Alphabet Inc.

ARTICLE IX TERM

9.01 Term

- (a) This Agreement shall commence on the Effective Date and shall continue until the earliest to occur of the following (the “**Term**”):
 - (i) the date that the Parties mutually agree in writing to terminate this Agreement;
 - (ii) ten days following delivery of written notice by either Party to the other Party of its intent to terminate if Waterfront Toronto Approval or Sidewalk Approval of the MIDP or the Principal Implementation Agreements is sought and refused;
 - (iii) ten days following delivery of written notice by either Party to the other Party of its intent to terminate pursuant to and in accordance with the dispute resolution procedures set forth in the Collaboration Principles;

- (iv) ten days following delivery of written notice by either Party to the other Party of its intent to terminate if Sidewalk Labs has instituted a Funding Suspension pursuant to Section 9.03 for at least 45 consecutive days that is continuing;
- (v) September 30, 2019, or such later date as the Parties may agree, if the MIDP does not have Waterfront Toronto Approval and Sidewalk Approval by such time; and
- (vi) December 31, 2019, or such later date as the Parties may agree, if the Principal Implementation Agreements do not have Waterfront Toronto Approval and Sidewalk Approval by such time.

(b) In the event that this Agreement is terminated pursuant to Section 9.01, no reimbursement of any Budget amount shall be payable by Waterfront Toronto to Sidewalk Labs except for an adjustment of Waterfront Toronto Reimbursables as set out in Section 9.03, and Waterfront Toronto shall be entitled to use Site-Specific IP and Co-Created IP, as provided for in Schedule G, and those aspects of the MIDP to which Waterfront Toronto made a contribution.

9.02 Survival

Upon the expiration or termination of this Agreement, this Agreement shall forthwith become null and void and of no further force or effect whatsoever, without liability or obligation on the part of any Party; provided, however, that: (i) no such expiration or termination shall relieve any Party of any liability or obligation resulting from or arising out of such Party's breaches of this Agreement prior to such expiration or termination; and (ii) this Article IX (Term), Article VII (Intellectual Property; Privacy & Data Governance), Article X (Confidentiality), Article XIV (General) and, to the extent applicable to such surviving Articles and Schedules, Schedule A (Definitions and Interpretation) shall survive.

9.03 Unspent Funds

Sidewalk Labs shall have no further obligations for the expenditure of any such remaining, unspent funds pursuant to the Sidewalk Funding Commitment after the Term. For the avoidance of doubt, any amounts and liabilities due and owing (but not yet paid) at the time of expiration or termination of this Agreement pursuant to binding contractual commitments entered into by Sidewalk Labs prior to the date of expiration or termination and specified in the Budget shall not be treated as remaining, unspent funds, and Sidewalk Labs shall remain liable for payment of the same (subject to the overall Sidewalk Funding Commitment). Sidewalk Labs shall not be liable for payment or reimbursement to Waterfront Toronto or any Person acting for or on behalf of Waterfront Toronto of any amounts incurred or relating to the period after the date of expiration or termination of this Agreement. If Sidewalk Labs reasonably and in good faith determines that the Parties will be unable to obtain Waterfront Toronto Approval or Sidewalk Approval of the MIDP or Principal Implementation Agreements, Sidewalk Labs may, by notice to Waterfront Toronto, suspend its funding obligations under this Agreement, during which time it shall not be obligated to fund any portion of the Sidewalk Funding Commitment (a "**Funding Suspension**"). Waterfront Toronto shall not be obligated to pay or repay any portion of any Second Funding Commitment other than an adjustment to the date of termination or expiration of this Agreement of any overpayment of the Waterfront Toronto Reimbursables.

ARTICLE X
CONFIDENTIALITY

10.01 **Freedom of Information and Confidentiality Policies**

The Freedom of Information and Confidentiality Term attached as Schedule H hereto sets out provisions governing the Parties' rights and obligations with respect to freedom of information and confidentiality.

ARTICLE XI
EXCLUSIVITY

11.01 **Exclusivity**

(a) As part of the consideration of the substantial expenditure of time, effort and expenses to be undertaken by both Waterfront Toronto and Sidewalk Labs and their respective representatives in connection with the Project, Waterfront Toronto and Sidewalk Labs agree with each other that during the period commencing as of the date of this Agreement and ending at the end of the Term, neither Waterfront Toronto nor Sidewalk Labs nor any of their respective controlled affiliates shall initiate, accept, negotiate or otherwise pursue any offers or proposals to engage with any third party for the planning or development of any lands located within the MIDP Site that are not consistent with the Project.

(b) Any discussions between the parties relating to these exclusivity provisions shall be undertaken in a manner consistent with the Collaboration Principles, including the dispute resolution procedures therein as appropriate.

(c) Sidewalk Labs shall notify Waterfront Toronto of any negotiations (arising at such time as discussions reach the point of the execution of binding term sheets and reasonably in advance of any public announcement) regarding any urban development project globally of similar or greater size and/or vision as the Project. For the avoidance of doubt, the existence, status and terms of any such negotiations of which Waterfront Toronto is notified by Sidewalk Labs shall constitute confidential information subject to Schedule H.

ARTICLE XII
ADDITIONAL LANDS

12.01 **Additional Lands**

In the event that either Waterfront Toronto or Sidewalk Labs or any Sidewalk Labs' controlled affiliate acquires or obtains an option to acquire or obtains any interest in any real property (the "**Additional Lands**") located in whole or in part within the MIDP Site or engages in substantial negotiations (arising at such time as discussions reach the point of the execution of binding term sheets and reasonably in advance of any public announcement and not prior thereto) 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 the MIDP Site, 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 plans included in the MIDP and fall within the MIDP Scope.

ARTICLE XIII
ADMINISTRATION

13.01 **Notices to Parties**

All notices, requests, demands, instructions, certificates, consents and other communications (each being a “**Notice**”) required or permitted under this Agreement shall be in writing and shall be served by sending the same by electronic mail or by hand delivery (including courier) addressed as follows:

If to Waterfront Toronto: Toronto Waterfront Revitalization Corporation
20 Bay Street, Suite 1310
Toronto, Ontario M5J 2N8
Attention: General Counsel
E-mail: IBeverley@waterfronttoronto.ca

with a copy, which shall not constitute notice, to: McCarthy Tétrault LLP
66 Wellington Street West
Toronto, Ontario M5K 1E6
Attention: Abraham Costin
E-mail: acostin@mccarthy.ca

If to Sidewalk Labs: c/o Sidewalk Labs LLC
10 Hudson Yards
New York, New York 10001
Attention: General Counsel/Head of Legal
E-mail: legal@sidewalklabs.com

with a copy, which shall not constitute notice, to: Fried, Frank, Harris, Shriver & Jacobson LLP
One New York Plaza
New York, New York 10004
Attention: Tal Golomb, Esq.
E-mail: Tal.Golomb@friedfrank.com

and

Davies Ward Phillips & Vineberg LLP
155 Wellington Street West
Toronto, Ontario M5V 3J7
Attention: Greg Southam Esq.
E-mail: GSoutham@dwpv.com

13.02 **Change of Address**

Any Party to this Agreement may, from time to time, change any of its contact information set forth in Section 13.01 by prior Notice to the other Party, and such change shall be effective on the Business Day that next follows the recipient Party’s receipt of such Notice unless a later effective date is given in such Notice.

13.03 Deemed Receipt of Notices

(a) A Notice given by hand delivery shall be deemed to have been received on the day it is delivered. Subject to Section 13.03(b), a Notice given by e-mail shall be deemed to have been received on the day it is transmitted by e-mail.

(b) If any Notice delivered by hand or transmitted by e-mail is so delivered or transmitted, as the case may be, either on a day that is not a Business Day or on a Business Day after 4:00 p.m. (recipient's local time), then such Notice shall be deemed to have been received by such recipient on the next Business Day.

ARTICLE XIV GENERAL

14.01 Assignment and Change of Control

(a) No Party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other Party; provided, however, that Sidewalk Labs may assign, transfer, subcontract, sub-participate or otherwise dispose of its interest in this Agreement or any rights or obligations hereunder, in whole or in part, to any subsidiary of Sidewalk Labs without the prior written consent of Waterfront Toronto, provided that: (a) such subsidiary is and continues to be controlled by Sidewalk Labs; (b) such subsidiary agrees to be bound by all of the applicable obligations of Sidewalk Labs under this Agreement; and (c) Sidewalk Labs shall not be released from any of such obligations as a result thereof. Sidewalk Labs agrees to provide a list of all such subsidiaries which list will be updated by it to reflect any additional subsidiaries to which it has assigned, transferred, subcontracted, sub-participated or otherwise disposed of its interest, as aforesaid. Subject to the foregoing, this Agreement shall inure to the benefit of, and be binding upon, Waterfront Toronto, Sidewalk Labs and their respective successors and permitted transferees and assigns.

(b) Sidewalk Labs agrees that any Change of Control of Sidewalk Labs will require Waterfront Toronto's consent, not to be unreasonably withheld, provided, for the avoidance of the doubt, that any issuance to employees of non-voting shares shall not constitute a Change of Control requiring Waterfront Toronto's consent, but Sidewalk Labs shall provide Waterfront Toronto prompt notice thereof. "**Change of Control**" shall mean any transfer of a majority (or more) of the voting equity interests in Sidewalk Labs to a third party other than Alphabet Inc. or any of its subsidiaries.

14.02 RFP Process and Designation

(a) Waterfront Toronto represents and warrants to Sidewalk Labs that the designation of Sidewalk Labs as the Innovation and Funding Partner under the RFP (the "**RFP Designation**") has been made in accordance with the RFP and that Waterfront Toronto's conduct in connection with the RFP process, including the creation and administration of the RFP and the designation of Sidewalk Labs as the Innovation and Funding Partner, has been in compliance with all applicable Laws and policies applicable to Waterfront Toronto, including those relating to Waterfront Toronto's mandate, procurement and confidentiality.

(b) Sidewalk Labs represents and warrants to Waterfront Toronto that it has not engaged in any improper conduct intended to influence any government officials in connection with the RFP Designation.

14.03 **Waiver**

(a) No waiver made or given by a Party under or in connection with this Agreement shall be binding or effective unless the waiver is in writing, signed by an authorized representative of the Party giving such waiver, and delivered by such Party to the other Party. No waiver made with respect to any such right, power or remedy in one instance will be deemed to be a waiver with respect to any other instance involving the exercise of the right, power or remedy or with respect to any other such right, power or remedy.

(b) Failure by either Party to exercise any of its rights, powers or remedies hereunder or any delay in doing so shall not constitute a waiver of those rights, powers or remedies. The single or partial exercise of a right, power or remedy shall not prevent its subsequent exercise or the exercise of any other right, power or remedy.

(c) No consent or approval contemplated herein or provided by a Party shall constitute a waiver of any requirement herein.

14.04 **Indemnity**

(a) Each Party and, in the case of Sidewalk Labs, its controlled affiliates (the “**Indemnifier**”) shall defend, protect, indemnify, and hold harmless the other Parties, including its agents, officers, directors, employees and shareholders (collectively, the “**Indemnified Parties**”) harmless against and from any and all injuries, costs, expenses, liabilities, losses, damages, injunctions, suits, actions, fines, penalties, and demands of any kind or nature (including reasonable lawyers’ fees in connection therewith) (collectively, “**Claims**”) arising out of or relating to any and all third-party Claims in connection with: (i) any intentional misconduct or negligence of the Indemnifier or any Person for whom it is at law responsible, or (ii) any breach or default in the performance of any of the Indemnifier’s obligations hereunder, including failure to pay any amounts properly due and owing hereunder.

(b) Notwithstanding the foregoing, the indemnity set out in Section 14.04(a) shall not apply where any Claims arise as a result of the willful misconduct, negligent act or omission or the illegal actions of the Indemnified Party and any Claims for indemnification under the indemnity set out in this Section 14.04 shall be subject to the other terms and conditions of this Section 14.04.

(c) This indemnity shall survive termination or expiration of this Agreement to the extent relating to Claims arising out of, or relating to events that occurred prior to such termination or expiration.

(d) The Indemnified Party shall give prompt written notice to the Indemnifier of any matter that such Indemnified Party determines may give rise to a right of indemnification hereunder including, in the case of a third-party claim, a copy of such claim and, if otherwise, a summary of the relevant facts (the “**Notice of Claim**”).

(e) Following receipt by the Indemnifier of a Notice of Claim, the Indemnifier shall be entitled to make such investigation of the claim, loss or costs as the Indemnifier considers necessary or desirable at its sole cost and expense. For the purpose of such investigation, the Indemnified Party shall make available to the Indemnifier all information relied upon by the Indemnified Party to substantiate the claim and the Indemnifier shall be entitled to conduct such tests and investigations as it considers necessary or desirable with respect to such claim.

(f) Within thirty days following receipt by the Indemnifier of a Notice of Claim (or such later time as may be agreed to by both the Indemnifier and the Indemnified Party), the Indemnifier may

(in the name of the Indemnified Party) elect to assume control of and proceed in a diligent manner with the investigation, defense or settlement of the matter or claim in question including, choice of counsel (in which case the Indemnified Party shall not be entitled to be indemnified for the costs of any additional counsel) and other advisors or may require the Indemnified Party to do so on such terms as the Indemnifier deems fit in its sole discretion and at its sole cost and expense. Should the Indemnifier elect to assume control of the matter or claim, then the Indemnifier shall be precluded from denying that such matter or claim is subject to indemnification under this Section 14.04.

(g) The Indemnifier shall, at its discretion, following consultation with the Indemnified Party do such acts and things, conduct such negotiation, take or defend such proceedings and make such settlement as it deems advisable with respect to such claim.

(h) The Indemnified Party shall not settle or compromise any third-party claim or admit liability in respect thereof or disclose the existence of the indemnity in this Section 14.04, other than as may be required in defence of a court action in respect of matters arising out of or relating to this Agreement, except with the prior written consent of the Indemnifier.

(i) The Indemnified Party and the Indemnifier shall cooperate with the other fully in respect of any claim, including providing each other on an ongoing basis with all information that may be relevant to the other's liability hereunder and supplying copies of all relevant documentation promptly as it becomes available and each shall make available such witnesses as are under its control.

(j) Upon receipt by the Indemnified Party of any payment pursuant to the indemnity in this Section 14.04 or upon the determination of any third-party claims subject hereto, the Indemnifier shall be subrogated to all the rights of the Indemnified Party in respect of such third party claim or the matter resulting in such payment. Any payment to an Indemnified Party under this Section 14.04 shall be made, where practically possible, net of any income tax savings and insurance proceeds.

14.05 **Release; No Consequential Damages**

(a) Sidewalk Labs acknowledges that the obligations and duties of Waterfront Toronto set out herein are solely and exclusively the obligations of Waterfront Toronto, and no other Person, including any of the Three Orders of Government, has any duty or obligation either for or on behalf of Waterfront Toronto in connection with its obligations hereunder, and Sidewalk Labs hereby and irrevocably releases the Three Orders of Government from any and all Claims that Sidewalk Labs may have against Waterfront Toronto pursuant to this Agreement, and in respect to such release, acknowledges that the Three Orders of Government are third-party beneficiaries under the terms of this Section 14.05.

(b) Neither Waterfront Toronto nor Sidewalk Labs shall be liable for indirect, incidental or consequential damages suffered by the other, for loss of profit or opportunity, or for punitive damages with respect to any term or the subject matter of this Agreement or in any other way related to this Agreement, even if informed of the possibility thereof in advance. This limitation applies to all causes of action at law or in equity, including breach of contract, breach of warranty, negligence, strict liability, fraud, misrepresentation and other torts.

14.06 **Entire Agreement**

The Parties agree that this Agreement supersedes the terms of the Framework Agreement in its entirety (which is, as of the date hereof upon execution and delivery hereof, of no further force or effect), and except as expressly provided otherwise herein, this Agreement constitutes the entire agreement between Sidewalk Labs and Waterfront Toronto in connection with its subject matter and supersedes all prior

representations, communications, negotiations and understandings, whether oral, written, express or implied, concerning the subject matter of this Agreement. Without limiting the foregoing, Sidewalk Labs agrees that concurrently with the execution of this Agreement it cause Sidewalk Toronto, Limited Partnership to deliver to Waterfront Toronto an acknowledgement that this Agreement supersedes the Framework Agreement in its entirety.

14.07 **Severability**

If any provision of this Agreement shall be declared invalid, unenforceable or illegal by a court of competent jurisdiction, such provision may be severed and such invalidity, unenforceability or illegality shall not prejudice or affect the validity, enforceability and legality of the remaining provisions of this Agreement. If any such provision of this Agreement is invalid, unenforceable or illegal, the Parties shall, acting in good faith, promptly negotiate new provisions to eliminate such invalidity, unenforceability or illegality and to restore this Agreement as near as possible to its original intent and effect.

14.08 **Relationship of the Parties**

Waterfront Toronto and Sidewalk Labs shall each be, and are hereby, independent contractors and nothing herein shall create (nor is this Agreement intended to create) any partnership, agency, employment or joint venture relationship whatsoever. No Party shall act or have the authority or power to act for any other Party or to make any commitment, obligation, representation or warranty on behalf of the other Party as its agent or otherwise.

14.09 **Amendment**

No Amendment of this Agreement shall be effective unless in writing and signed by each of the Parties.

14.10 **No Third-Party Beneficiaries**

Except as set out in Section 14.05, this Agreement is not intended to and shall not confer upon any Person other than the Parties any rights or remedies hereunder.

14.11 **Interpretation**

Without limiting Section 1.03 of Schedule A, the Parties agree that this Agreement is the product of negotiation among sophisticated parties, each of which was or has been given the opportunity to be represented by counsel, and each of which had an opportunity to participate in, and did participate in, the negotiation of the terms hereof. Accordingly, the Parties acknowledge that ambiguities in this Agreement, if any, shall not be construed strictly or in favour of or against any Party, but rather shall be given a fair and reasonable construction. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms as set forth on Schedule A, which also includes provisions concerning the interpretation of this Agreement.

14.12 **Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed an original and which, taken together, shall constitute one and the same instrument. This Agreement may be delivered by electronic transmission of a .pdf signature, and the Parties hereby adopt any signature received in pdf as original signatures of the transmitting Party.

14.13 **Governing Law; Jurisdiction**

This Agreement will be governed by, and construed in accordance with, the laws of the Province of Ontario and all federal laws applicable therein, regardless of the conflicts of laws principles thereof. Subject to the Collaboration Principles, each of the Parties agrees that any disputes arising between the parties in relation to this Agreement will be brought exclusively in the courts of the Province of Ontario and all courts competent to hear appeals therefrom. The Parties hereby irrevocably submit to the exclusive jurisdiction of such courts.

14.14 **Affiliates**

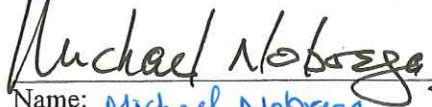
Sidewalk Labs has and may in the future have controlled affiliates working on aspects of the MIDP and agrees to cause such controlled affiliates to comply with this Agreement Sidewalk Labs Employees, LLC or Sidewalk Labs Employees Ltd. are deemed to be controlled affiliates.

(the remainder of this page is intentionally blank)

IN WITNESS WHEREOF this Agreement has been executed by the Parties as of the date first above written.

**TORONTO WATERFRONT
REVITALIZATION CORPORATION**

Per: 
Name: Helen Burstyn
Title: Chair, Board of Directors

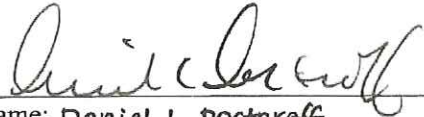
Per: 
Name: Michael Nobrega
Title: CEO (Acting)

APPROVED AS TO FORM



Ian Beverley
General Counsel

SIDEWALK LABS LLC

Per: 
Name: Daniel L. Doctoroff
Title: CEO

SCHEDULE A
DEFINITIONS AND INTERPRETATION

1.01 **Definitions**

The following terms and expressions used herein shall have the following meanings:

- (a) “**Act**” has the meaning ascribed thereto in Section 1.01(a).
- (b) “**Additional Approvals**” has the meaning ascribed thereto in Section 3.01(a).
- (c) “**Additional Lands**” has the meaning ascribed thereto in Section 12.01.
- (d) “**affiliate**” means, in respect to any Person, another Person that controls, is controlled by or is under common control with such Person.
- (e) “**Agreement**” means this Plan Development Agreement including all Schedules.
- (f) “**Budget**” has the meaning ascribed thereto in Section 5.01(a).
- (g) “**Business and Implementation Plan(s)**” or “**BIP(s)**” has the meaning ascribed thereto in Section 6.01(a).
- (h) “**Business Day**” means any day other than a Saturday, Sunday or statutory holiday in the Province of Ontario or the City of New York.
- (i) “**Claims**” has the meaning ascribed thereto in Section 14.02(a).
- (j) “**Co-Created IP**” has the meaning ascribed thereto in Schedule G.
- (k) “**Collaboration Principles**” has the meaning ascribed thereto in Section 6.04(a).
- (l) “**competitive process**” has the meaning ascribed thereto in Schedule D.
- (m) “**Contract**” means any agreement, contract, deed, lease, sub-lease, request for proposals, bid, memorandum of understanding, letter of intent or other agreement (in each case, whether written or oral).
- (n) “**Contribution Agreement**” has the meaning ascribed in Section 4.01(a)(i).
- (o) “**control**,” “**controlled by**,” and “**under common control with**” means (i) with respect to any Person, the ability to direct the management of such Person, whether by contract, voting rights or otherwise; provided that control shall not be deemed absent solely because another member, partner or other Person shall have a veto or consent with respect to major decisions but shall not be deemed vested because such other member, partner or other Person has been granted veto or consent rights (and a Person having a veto or consent right shall not in and of itself be construed to mean such Person has control, and, (ii) with respect to any real property or real property interest, the ability to cause the acquisition or disposition in relation to such real property. As used herein, the terms “control,” “controlled by” and “under common control with” and words of similar import shall be construed to mean directly or indirectly.

- (p) “**CreateTO**” means CreateTO, the real estate agency of the City of Toronto launched on January 1, 2018 (which operated under the interim name Toronto Realty Agency), and which includes and joins together the Toronto Port Lands Company (“**TPLC**”) (formerly City of Toronto Economic Development Corporation (“**TEDCO**”)) and Build Toronto.
- (q) “**Detailed Budget**” has the meaning ascribed thereto in Section 5.01(c).
- (r) “**Designated Waterfront Area**” has the meaning ascribed to it in the Act, as further described in Schedule E.
- (s) “**Digital Governance Framework Principles**” means the digital governance framework principles attached hereto as Schedule I.
- (t) “**Dispute**” has the meaning ascribed thereto in Schedule F.
- (u) “**Enforcement Exceptions**” has the meaning ascribed thereto in Section 8.01(c).
- (v) “**FIPPA**” means the *Freedom of Information and Protection of Privacy Act* (Ontario) or a similar freedom of information law.
- (w) “**First Contribution Agreement**” has the meaning ascribed thereto in Section 4.01(a)(i).
- (x) “**First Funding Commitment**” has the meaning ascribed thereto in Section 5.02(a).
- (y) “**FOI Policy**” has the meaning ascribed thereto in Schedule H.
- (z) “**Framework Agreement**” has the meaning ascribed thereto in the Recitals.
- (aa) “**Funding Suspension**” has the meaning ascribed thereto in Section 9.03.
- (bb) “**Future Implementation Agreements**” has the meaning ascribed thereto in Section 2.01(b).
- (cc) “**Governmental Authority**” means any federal, provincial or municipal government, parliament or legislature, or any regulatory authority, agency, ministry, department, commission or board or other representative thereof, or any political subdivision thereof, or any court or (without limiting the foregoing) any other law-, regulation- or rule-making entity, in each case, having jurisdiction over the relevant circumstances, or any Person acting under the authority of any of the foregoing (including any arbitrator).
- (dd) “**Guiding Digital Design Principles**” has the meaning ascribed thereto in Schedule I.
- (ee) “**IGSC**” has the meaning ascribed thereto in Schedule J.
- (ff) “**Implementation Agreements**” has the meaning ascribed thereto in Section 2.01(b).
- (gg) “**Indemnified Party**” has the meaning ascribed thereto in Section 14.04(a).
- (hh) “**Indemnifier**” has the meaning ascribed thereto in Section 14.04(a).
- (ii) “**Initial Plan Milestones**” has the meaning ascribed thereto in Section 4.01(a).

- (jj) “**Intellectual Property**” or “**IP**” has the meaning ascribed thereto in Schedule G.
- (kk) “**Key Contracts**” means, in each case, as amended or supplemented from time to time, (i) the MOU, (ii) the Contribution Agreement, and (iii) the Communications Network Services Agreement, dated as of May 2, 2011 and as amended, originally between Waterfront Toronto, Beanfield Technologies Inc. and 2279745 Ontario Inc.
- (ll) “**Law**” means:
 - (i) any statute, law or proclamation or any delegated or subordinate legislation, including regulations and municipal bylaws;
 - (ii) any lawful requirement of a Governmental Authority (other than Waterfront Toronto); and
 - (iii) common law, including any judgment of a relevant court of law, board, arbitrator or administrative agency of competent jurisdiction that is binding and enforceable.
- (mm) “**License**” has the meaning ascribed thereto in Schedule G.
- (nn) “**Master Innovation and Development Plan**” or “**MIDP**” has the meaning ascribed thereto in the Recitals.
- (oo) “**MIDP Materials**” has the meaning ascribed thereto in Section 6.02(b).
- (pp) “**MIDP Scope**” means the outline setting forth the anticipated scope of the MIDP attached as Schedule B hereto.
- (qq) “**MIDP Site**” means the Designated Waterfront Area, as further described in Schedule E hereto.
- (rr) “**MIDP Targets**” has the meaning ascribed thereto in Schedule B.
- (ss) “**MOU**” means the Memorandum of Understanding, dated as of March 31, 2006, by and among Waterfront Toronto, the City of Toronto and TEDCO (which later became TPLC and then became part of CreateTO), as it may be amended or supplemented by Waterfront Toronto in accordance with the terms of this Agreement.
- (tt) “**Non-MIDP Site IP**” has the meaning ascribed thereto in Schedule G.
- (uu) “**Notice**” has the meaning ascribed thereto in Section 13.01.
- (vv) “**Notice of Claim**” has the meaning ascribed thereto in Section 14.04(d).
- (ww) “**Panel**” has the meaning ascribed thereto in Schedule I.
- (xx) “**Party**” means Sidewalk Labs or Waterfront Toronto and each of their respective successors and permitted assigns, and “**Parties**” means all of the foregoing.

- (yy) “**Person**” means an individual, a partnership, a corporation, a trust, an unincorporated organization, a government or any department or agency thereof and the heirs, executors, administrators or other legal representatives of an individual.
- (zz) “**Pilots**” has the meaning ascribed thereto in Schedule G.
- (aaa) “**Planning Materials**” has the meaning ascribed thereto in Schedule G.
- (bbb) “**Planning Initiatives**” means all actions, plans, studies, environmental assessments, surveys, memoranda of understanding, reports (including City Staff reports and recommendations therein and attachments thereto), term sheets, frameworks, Contracts (including contribution agreements, delivery agreements and, in each case, any statements of work thereunder or schedules or exhibits thereto) and other agreements or arrangements (whether written or oral, binding or non-binding, contingent or non-contingent) and similar initiatives prepared by or for, recommended to or by, reviewed by, submitted to, adopted by and/or approved by Governmental Authorities either (i) concerning the planning for, development of, ownership of, control of and/or use of any relevant lands located within the MIDP Site, or any portion thereof or assets thereon; or (ii) that could reasonably be expected to have an effect on the Project. By way of example (and without limitation to the scope of such term), the Planning Initiatives shall include the Port Lands Planning Framework, the Villiers Island Precinct Plan, modifications and/or amendments to the City of Toronto Official Plan and Central Waterfront Secondary Plan, the Port Lands and South of Eastern Transportation and Servicing Master Plan, the MOU and any other new or modified memoranda of understanding among the City of Toronto, CreateTO and Waterfront Toronto, the Contribution Agreement and all Port Lands Flood Protection and Enabling Infrastructure materials.
- (ccc) “**GR/PR Principles**” has the meaning ascribed thereto in Section 6.03(a).
- (ddd) “**Principal Implementation Agreements**” has the meaning ascribed thereto in Section 2.01(a).
- (eee) “**Procurement Principles**” has the meaning ascribed thereto in Schedule D.
- (fff) “**Products and Services**” has the meaning ascribed thereto in Schedule G.
- (ggg) “**Program**” has the meaning ascribed thereto in Schedule C.
- (hhh) “**Project**” means the creation of the MIDP and the Principal Implementation Agreements, and subject to the approvals herein contained, the implementation thereof.
- (iii) “**Project Management Committee**” has the meaning ascribed to it in Schedule F.
- (jjj) “**Project Steering Committee**” has the meaning ascribed to it in Schedule F.
- (kkk) “**Purposeful Solutions**” has the meaning ascribed thereto in Schedule D.
- (lll) “**Quayside Parcel**” means the approximately 12 acres of land identified as the “Quayside Parcel” on Schedule E, inclusive of the water parcel commonly known as Parliament Slip

and any developable lands therein created by any roads closed or realigned or by any water parcels being filled.

- (mmm) “**Quayside WT**” means the portions of the Quayside Parcel owned by Waterfront Toronto.
- (nnn) “**Relevant Contract**” means any Contract, including all Key Contracts, whether in effect on the date hereof or whether becoming in effect prior to the expiration or termination of this Agreement, (i) to which Waterfront Toronto is a party or to which it or its assets or properties within the MIDP Site are bound or affected or (ii) relating to any portion of the MIDP Site (or assets thereon) and of which Waterfront Toronto is aware (other than as a result of publicly available information), in each case, that would materially affect the plans, ideas or other concepts intended to be included in the MIDP and/or relates to the planning, ownership, control, use, development or provision of services on any relevant lands located within the MIDP Site.
- (ooo) “**RFP**” has the meaning ascribed thereto in Section 1.04(a).
- (ppp) “**RFP Designation**” has the meaning ascribed thereto in Section 14.02(a).
- (qqq) “**RFP Submission Materials**” means the Initial Submission for the RFP submitted by Sidewalk Labs LLC dated April 21, 2017, including appendices and materials submitted therewith, and the Best and Final Offer submission for the RFP submitted by Sidewalk Labs LLC dated August 2017, including appendices and materials submitted therewith.
- (rrr) “**Second Contribution Agreement**” has the meaning ascribed thereto in Section 4.01(a)(i).
- (sss) “**Second Funding Commitment**” has the meaning ascribed thereto in Section 5.02(b).
- (ttt) “**Sidewalk Approval**” has the meaning ascribed thereto in Section 3.01(a).
- (uuu) “**Sidewalk Confidential Information**” has the meaning ascribed thereto in Schedule H.
- (vvv) “**Sidewalk Funding Commitment**” has the meaning ascribed thereto in Section 5.02(b).
- (www) “**Sidewalk Intellectual Property**” has the meaning ascribed thereto in Schedule G.
- (xxx) “**Sidewalk Team**” has the meaning ascribed thereto in Schedule F.
- (yyy) “**Site-Specific IP**” has the meaning ascribed thereto in Schedule G.
- (zzz) “**Term**” has the meaning ascribed thereto in Section 9.01(a).
- (aaaa) “**Testbed**” has the meaning ascribed thereto in Schedule G.
- (bbbb) “**Three Orders of Government**” means the federal government of Canada, the provincial government of Ontario and the municipal government of the City of Toronto.
- (cccc) “**Unique Purposeful Solution**” has the meaning ascribed thereto in Schedule D.

(dddd) “**Waterfront Toronto Design Review Panel**” means the advisory panel established by Waterfront Toronto to provide peer review and advice, as constituted from time to time.

(eeee) “**Waterfront Toronto Approval**” has the meaning ascribed thereto in Section 3.01(a).

(ffff) “**Waterfront Toronto Reimbursables**” has the meaning ascribed thereto in Section 5.01(b).

(gggg) “**Waterfront Toronto Intellectual Property**” has the meaning ascribed thereto in Schedule G.

(hhhh) “**WT Team**” has the meaning ascribed thereto in Schedule F.

1.02 **Schedules**

This Agreement is comprised of this executed agreement and the following schedules, all of which are hereby incorporated by reference into and form part of this Agreement:

Schedule A	Definitions and Interpretation
Schedule B	MIDP Scope
Schedule C	Budget
Schedule D	Procurement Principles
Schedule E	MIDP Site
Schedule F	Collaboration Principles
Schedule G	Intellectual Property Terms
Schedule H	Freedom of Information and Confidentiality Terms
Schedule I	Digital Governance Framework Principles
Schedule J	Communications and Government Relations Principles

1.03 **No Presumption**

Each of the Parties has participated in the drafting and negotiation of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement must be construed as if it is drafted by all the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of authorship of any of the provisions of this Agreement.

1.04 **Interpretation**

Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.” The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. All terms defined in this Agreement shall have the defined meanings when used in any certificate or other document made or delivered pursuant hereto unless

otherwise defined therein. References to a Person are to such Person and its successors, permitted assigns and heirs, executors and administrators. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such terms.

SCHEDULE B MIDP SCOPE

Capitalized terms used but not otherwise defined in this MIDP Scope shall have the meanings ascribed to such terms in the Plan Development Agreement.

1.01 Purpose of the MIDP

- (a) In developing the MIDP, the Parties wish to create a plan for the development of a place that achieves the shared objectives of Waterfront Toronto and Sidewalk Labs, including to (collectively, the “**MIDP Targets**”):
 - (i) Establish a complete community that improves quality of life and increases economic opportunity for a diverse population of residents, workers, and visitors;
 - (ii) Create a destination for people, companies, startups, and local organizations to advance solutions to the challenges facing cities, such as:
 - o Jobs and Economic Opportunity
 - o Climate Change
 - o Affordability
 - o Transportation, Mobility, and Congestion
 - o Inclusivity and Diversity
 - (iii) Make Toronto a global hub for urban innovation with a specific focus to localize and maximize the economic development benefits associated with this objective;
 - (iv) Demonstrate how the thoughtful infusion of technology into best-in-class urban design can create communities that are better able to serve the needs of citizens;
 - (v) Serve as a model for climate-positive sustainable neighbourhoods throughout Toronto and cities around the world;
 - (vi) Create planning targets (massing, density, phasing and zoning) that reflect sound planning principles;
 - (vii) Create a financial plan and economic targets that set minimum expectations of land value and rates of return that work at different scales; and
 - (viii) Establish performance measures that if met justify replication of the development and innovation plan.

1.02 Creating the MIDP

To create a plan that meets the MIDP Targets, the Parties have established multiple working groups and “Pillars,” each with a focus on one or more of the MIDP Targets. Value will be created through an integrated, synergistic approach between the working groups as the Pillars are developed. The Parties will modify the scope or focus of the Pillars (and/or add or remove Pillars) as needed to achieve their shared goals. Each Pillar as of the date hereof is summarized below:

Pillar	Pillar/Working Group Goals and Subject Matter
1. Mobility	Deliver a safer mobility system that is truly competitive with the private automobile through approaches such as prioritizing pedestrian, cycling, and transit infrastructure; designing people-first streets that prioritize pedestrian safety and accessibility; encouraging shared new mobility options such as self-driving electric vehicles that reduce the need for car-ownership and street space devoted to parking and cars; and using real-time detection to optimize street space, dynamically allocate the roadway network and improve safety.
2. Public Realm	Deliver an enhanced public realm that is more usable, gets people outdoors more of the time, and is personalizable for a diverse community, by enabling the community to program the public realm in a way that responds to its needs; creating adaptable streets that can be quickly turned into comfortable pedestrian space; expanding the public realm into non-traditional spaces; creating an outdoor comfort system that mitigates the impact of wind, snow, and sun; and enabling real time management, maintenance and adaptation.
3. Buildings	Create new types of flexible and adaptable buildings that reduce costs and increase efficiency, sustainability, adaptability and affordability while still emphasizing architectural and design excellence.
4. Community & City Services	Foster a close-knit community that connects people to each other and to their environment using digital tools that enable a seamless interface between residents and service delivery, and empower trusted community providers to deliver more personalized services using secure data integrations and co-location.
5. Sustainability	Set a new standard for urban sustainability and a replicable path to climate-positive communities through approaches such as the reduction of building energy use via design and data-driven energy management, the recovery and reuse of waste energy, the generation of onsite renewable energy and transformation of organic waste into energy, active waste and water management, and an adaptable utilities network.
6. Digital Platform	Approach digital infrastructure in a holistic way and design it into the physical environment from the start, ensure adaptability over time, and enable urban data to be unified in a single place and make it open for anyone to use — including researchers, startups, government agencies, civic organizations, and residents — while setting a new standard for responsible data use that protects privacy.
8. Privacy & Data Governance	Create a responsible data use framework that sets a global standard by establishing consistent, scalable, state-of-the-art policies and processes around privacy, data governance, access to data, data ownership and stewardship, information and data security that are consistent with local values and priorities.
9. Pilots/Early Actions	Run technology pilots and create prototypes in Toronto prior to approval of the MIDP that test pillar hypotheses and advance the collective long-term vision of Waterfront Toronto and Sidewalk Labs.
10. Housing Affordability	Develop a toolkit to serve as a global example for the creation of affordable, diverse, mixed income, and multigenerational communities, composed of innovative programs, policies, business models, and existing programs that make housing more available and affordable for all Torontonians, and over time utilize pillar driven innovation to fundamentally lower the cost to deliver and occupy housing.
11. Economic Development & Urban Innovation Institute	Foster economic development, job creation, future skills preparation and generate prosperity by catalyzing a world leading cluster focused on urban innovation; build on the emerging economic clusters, job creators and entrepreneurial and commercial communities on the waterfront and across Toronto and Canada; create

	opportunities for entrepreneurial companies developing new technologies consistent with delivering the goals and objectives of the Project; and establish anchor drivers including the Google Canadian headquarters and an Urban Innovation Institute on the waterfront.
12. Development & Planning	Incorporate the physical manifestations of Pillar initiatives into a holistic and integrated planning and development process, and create strategies around project phasing, occupancy, statutory and regulatory matters, and implementation.

1.03 **Planning At Scale**

The MIDP will include both plans for the Quayside Parcel and plans at scale, including for the MIDP Site as required by the business analysis. The Parties acknowledge that the plans in the MIDP may explore lands not owned or controlled by the Parties.

Any proposed options at scale shall be subject to and closely tied to the achievement of the MIDP Targets and supported by robust business planning and financial analysis, taking into account the Parties’ shared programmatic goals and the MIDP Targets, matters of financing and capital formation, anticipated absorption and economic impact, including estimates for job and economic growth, and through the development of business plans and financial models subject to various assumptions (including with respect to potential revenue streams and estimated costs, including of land) and showing various sensitivities and comparisons (including comparing to a baseline “market” / traditional developer scenario). To the extent these analyses demonstrate the need for scale the Parties will incorporate into the MIDP a set of proposed phases and sequencing to achieve such scale and, subject to obtaining necessary approvals, implement such MIDP.

Any implementation of the MIDP will be subject to Waterfront Toronto Approval and Sidewalk Approval, as well as various other conditions, including the receipt of any necessary governmental approvals and clearances and the receipt of any necessary approvals, agreements or consents with landowners or the other third parties.

The extent to and the manner in which successful solutions, processes and partnerships are carried forward into subsequent developments could be affected by requirements of the City of Toronto or other authorities or Waterfront Toronto becoming subject after the Effective Date to applicable procurement Laws.

1.04 **Regulatory Framework**

The Parties acknowledge that the MIDP will address existing applicable laws and the existing policy framework and will note places in which its plans may require revision of, or other approvals under, such existing applicable laws and existing policy framework, in which case the implementation of any such plans will be subject to the relevant Governmental Authorities making or granting such revision or approval. The MIDP will be developed through a process of co-creation and collaboration between the Parties, informed by a robust public engagement process and close collaboration with the City of Toronto and other governmental agencies and stakeholders.

**SCHEDULE C
BUDGET**

Capitalized terms used but not otherwise defined in this Budget shall have the meanings ascribed to such terms in the Plan Development Agreement.

Expense	Estimated Amount
<p style="text-align: center;">(i) Design, Planning, Engineering & Technical Services:</p> <p>The creation of a comprehensive MIDP will require integrating all pillar strategies and other critical work streams into an overall program (the “Program”), inclusive of planning, engineering and design, the fidelity of which will vary based on scale. The Budget will account for all services associated with developing the Program and testing the physical manifestation of specific innovations. Costs include planning and preliminary design/engineering and technical feasibility analyses; consulting support to further pillar strategies; and further developing certain specific innovations or systems.</p>	US\$[21,570,000.00]
<p style="text-align: center;">(ii) Legal, Regulatory & Policy:</p> <p>Refining Waterfront Toronto and Sidewalk Labs’ joint vision for the MIDP and enabling a path to implementation will require a comprehensive understanding of the legal and policy implications of all pillar strategies and the development of a regulatory pathway including government participation for approval. Work in this category will facilitate the ability of Waterfront Toronto and Sidewalk Labs to develop a leading world view on data privacy and data governance, support membership and conference participation with industry groups, engage with local policy advisors, and offer ongoing legal counsel to inform the development for all pillar strategies and major work streams.</p>	US\$[2,664,000.00]
<p style="text-align: center;">(iii) Waterfront Toronto / Waterfront Toronto Reimbursables:</p> <p>A portion of the Budget will be dedicated to the costs (subject to Sidewalk’s confirmation of actual incurrence of such costs) of Waterfront Toronto resourcing, including compensation for new and existing Waterfront Toronto staff and supporting staff contributing to the Project, including community consultation expenses pursuant to the GR/PR Principles and related expenses for capacity building, travel expenses for staff, and shared occupancy of office space at 20 Bay Street, subject to the quarterly cap set forth to the right.</p>	US\$[4,468,000.00] (US\$[1,117,000.00] per quarter)
<p style="text-align: center;">(iv) Pilots:</p> <p>Prior to the completion and approval of the MIDP, Waterfront Toronto and Sidewalk Labs will use early actions/pilots to aim to familiarize Torontonians with Waterfront Toronto and Sidewalk Labs, build its local</p>	US\$[2,483,000.00]

Expense	Estimated Amount
presence, invite public engagement with the ideas proposed in the MIDP and further its technology development capability as well.	
<p>(v) Financial & Business Planning:</p> <p>Creating a MIDP for a financially viable Project will necessitate a number of expenses related to financial and business planning, including support for transaction diligence (tax and legal), appraisal and valuation advice, program development, financial modeling, market valuation and economic impact analyses as well as the development of financing and equity strategies and regulatory and compliance support.</p>	US\$[3,103,000.00]
<p>(vi) Facilities & Operations</p> <p>Ongoing operational support for Waterfront Toronto and Sidewalk Labs' specific to the creation of the MIDP will also be required, including travel and expenses, as well as costs related to setting up the necessary operations to support Waterfront Toronto and Sidewalk Labs staff in Canada—from costs associated with tax equalization, to the secondment process, to an HR/benefits system for Toronto-based employees.</p>	US\$[4,525,000.00]
<p>(vii) Communications, External Affairs & Engagement:</p> <p>A robust stakeholder engagement strategy that demonstrates Waterfront Toronto and Sidewalk Labs' joint vision and invites public and private stakeholders to engage with and contribute to the planning process is critical to the success of the Project. The Budget will seek to support four core components:</p> <ul style="list-style-type: none"> • <i>Stakeholder Engagement:</i> Stakeholder engagement, including private sector engagement, will seek to ensure support for the MIDP among key constituents in Toronto. Associated costs will support the formation of advisory boards, consultant support for communications, and all related marketing and partnership events. • <i>Public Engagement:</i> A comprehensive public engagement plan will invite Torontonians to provide feedback throughout the course of the creation of the MIDP and engage with Waterfront Toronto and Sidewalk Labs. Expenses will support a series of public events and programs, as well as the associated materials and promotion for each, including public talks, design charrettes, and the fellows program, among many other engagement activities. • <i>MIDP Production:</i> Completion and delivery of the MIDP will require a budget allocated to the production of the MIDP document(s) as well as the MIDP digital experience, the public launch of the MIDP, and associated events, videos 	US\$[11,187,000.00]

Expense	Estimated Amount
<p>and exhibits to bring ideas articulated in the MIDP to life.</p> <ul style="list-style-type: none"> • <i>307 Lakeshore Boulevard East</i>: 307 LSBE will be used to prototype the integration of Waterfront Toronto and Sidewalk Labs ideas at human scale while engaging the public in planning efforts. Costs associated with the development and delivery of the multi-purpose site include: <ul style="list-style-type: none"> ▪ <i>Prototyping</i>: Expenses to improve ideas through integrated prototyping. ▪ <i>Programming</i>: Costs associated with programming. ▪ <i>Occupancy & Operating</i>: Ongoing costs associated with developing and delivering 307 Lakeshore Boulevard East for the purposes above, including capex, leasing, and interim office space leasing. 	

SCHEDULE D PROCUREMENT PRINCIPLES

Capitalized terms used but not otherwise defined in these procurement principles (“**Procurement Principles**”) shall have the meanings given to them in the Plan Development Agreement.

1.01 Procurement Pre-Implementation Agreements

Prior to execution of the Implementation Agreements, Sidewalk Labs will conduct any procurement using the Sidewalk Funding Commitment in accordance with its bona fide internal procurement policies, which may provide for competitive procurement (including an invitational process soliciting bids from a set of qualified bidders) in appropriate circumstances and may provide for sole sourcing in appropriate circumstances. Sidewalk Labs will provide the Project Management Committee with appropriate updates with respect to and visibility into procurement using the Sidewalk Funding Commitment.

1.02 Procurement Post-Implementation Agreements

The Parties expect procurement related to the Project to help stimulate the economy and business growth in Toronto, Ontario, and Canada and deliver key economic and social benefits, including to enable Toronto to compete effectively with other top-tier global cities for investment, jobs and talent and facilitate an innovation ecosystem to help create opportunities for job creation, entrepreneurial enterprise and the growth of established industries.

With respect to procurement following execution of the Implementation Agreements, the Parties will include in such Implementation Agreements agreed fair and arms’-length procurement standards.

Such procurement standards to be incorporated into the Implementation Agreements will seek to balance – in the public interest – the use of market-based sourcing, on the one hand, and the direct facilitation of Purposeful Solutions for innovation, on the other hand, and will be informed by the following principles:

- *Consultation* – Sidewalk Labs and Waterfront Toronto will consult with one another on the strategies and processes related to procurement by Sidewalk Labs in connection with the Project;
- *Flexibility* – Sidewalk Labs’ procurement strategies and processes with respect to the Project will provide it with sufficient flexibility to conduct its operations, fulfill its obligations and attract third-party capital investment, if and as desired;
- *Value* – Sidewalk Labs’ procurement strategies and processes with respect to the Project will seek to optimize the terms (i.e., value for money) on which it procures goods and services;
- *Fairness* – Sidewalk Labs’ procurement strategies and processes with respect to the Project will be developed and conducted in a fair and unbiased manner; and
- *Compliance* – Sidewalk Labs will comply with all applicable procurement regulations and laws.

As contemplated by A1.c of the RFP and RFP Submission Materials, the MIDP will identify technological innovations that at the time of their development can objectively and impartially be shown to have no suitable alternatives available in the market (“**Purposeful Solutions**”), and the Implementation Agreements will generally contemplate competitive procurement processes, with limited exceptions

allowing for Sidewalk Labs or its affiliates to provide Purposeful Solutions, but only on a fair and demonstrably arms'-length basis.

SCHEDULE E MIDP SITE



SCHEDULE F COLLABORATION PRINCIPLES

These Collaboration Principles are the principles related to day-to-day collaboration and oversight between Waterfront Toronto and Sidewalk Labs in developing the MIDP and the Principal Implementation Agreements. 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. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Plan Development Agreement.

1.01 Day-to-Day Collaboration

- (a) Planning and development of the MIDP and the Principal Implementation Agreements will be managed through a jointly formed committee (the “**Project Management Committee**”) consisting of one senior project management representative of each of Waterfront Toronto and Sidewalk Labs.
- (b) Under the day-to-day direction of the Project Management Committee, Waterfront Toronto and Sidewalk Labs will:
 - (i) work as an integrated team, with the key employees of Waterfront Toronto engaged in the creation of the MIDP (the “**WT Team**”) working together with the key employees of Sidewalk Labs working on the creation of the MIDP (the “**Sidewalk Team**”);
 - (ii) work to capitalize on their respective skills and will agree on the members of the WT Team and Sidewalk Team;
 - (iii) establish and manage working groups and “Pillars” as set out in the MIDP Scope;
 - (iv) ensure that each major functional working group will include at least one representative or their approved designate from each organization;
 - (v) develop an open approach to collaborative working, with the Parties seeking to share and discuss work with sufficient opportunity for receiving and incorporating feedback; and
 - (vi) develop and operate through specific work programs, milestones and reporting formats for the creation and formation of the MIDP, including performance management, will be devised in a manner acceptable to both Waterfront Toronto and Sidewalk Labs.

1.02 Oversight

- (a) Waterfront Toronto and Sidewalk Labs will form an oversight committee (the “**Project Steering Committee**”) comprising an equal number of senior representatives of both parties including their respective CEOs. The Project Steering 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 Steering Committee will meet regularly (and, in any event, not less than monthly), to coordinate the Parties’ respective activities

regarding the Project and the Parties' respective obligations and activities under the Plan Development Agreement.

- (b) Reporting to the Project Steering Committee, the Project Management Committee will meet regularly (and not less than twice monthly) to manage the MIDP planning and development, agree on and direct public and government relations matters, review updates on expenditures of the Second Funding Commitment in accordance with the Detailed Budget and approve any deviations of more than CAN\$2,000,000 to any line item of the Detailed Budget.

1.03 **Dispute Resolution Processes**

- (a) The Parties recognize that disagreements or differences (collectively, a “**Dispute**”) between the Parties may arise from time to time under this 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.
- (b) If a Dispute arises between the Parties under the Plan Development Agreement, and the Parties do not resolve some or all of the Dispute through informal discussions among the relevant representatives involved, then: (a) either Waterfront Toronto may give Sidewalk Labs a written notice, or Sidewalk Labs may give Waterfront Toronto a written notice, as applicable, requesting initiation of these dispute resolution procedures with respect to such particular Dispute; (b) promptly following such notice, the Project Steering 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 Steering Committee, the respective CEOs of Sidewalk and Waterfront Toronto 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 Plan Development Agreement.
- (c) 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 subject to the terms of Article IX of the Plan Development 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.

SCHEDULE G INTELLECTUAL PROPERTY TERMS

Capitalized terms used but not otherwise defined in this Schedule G shall have the meanings ascribed to them in the Plan Development Agreement.

1. Principles and Process

In the MIDP, and the related Implementation Agreements, the Parties will address their rights and responsibilities around various items of intellectual property as generally described in Section 2 below (“**Intellectual Property**” or “**IP**”) that will be relevant to the MIDP and any subsequent activity on the MIDP Site. The MIDP and/or related Implementation Agreements will also address the reasonable issues and concerns of various third-party stakeholders in the MIDP Site ecosystem, in order to ensure that the principles surrounding IP help to facilitate the various goals and objectives that the Parties have for the community. This Schedule G sets out some general principles that will be used to approach those IP-related questions. As part of the MIDP process, the Implementation Agreements will contain definitive provisions dealing with these IP questions.

2. Types of Intellectual Property

Several types of IP are relevant to the relationship between the Parties. There will be copyright material, in the form of written and other creative work product, including the MIDP itself, as well as other planning-related material, such as design documents, studies, and the like (broadly speaking, the MIDP and related materials will comprise (i) urban planning-related materials (“**Planning Materials**”), and (ii) high level specifications for certain products and services that could be used at the MIDP Site (“**Products and Services**”). A variety of Products and Services can be envisaged, including those directed to end users and consumers, and those that are more like “enabler” technologies, which then facilitate other services – different types of IP might therefore direct different principles on ownership, use and compensation. Other types of Intellectual Property may arise in the course of the MIDP, including data. There may be some inventions originated by either Party, or by the Parties acting jointly, that could be subject to patent protection. Also, certain new brands may be designed by the Parties, again either by one or other Party, or both Parties acting jointly, that may be subject to trademark protection.

3. Multiple and Diverse IP-Related Value Drivers

The Parties acknowledge that each Party may add value to an element of IP other than through participating in its authoring in the traditional manner. For example, while Sidewalk Labs may bring value by bringing its experiences and learnings accumulated in other markets outside of the Greater Toronto Area, Waterfront Toronto may bring value by providing, among other things, a meaningful test bed and product/service trial venue at the MIDP Site (“**Testbed**”), or by allowing developers of Products and Services to have responsible access to datasets necessary or useful to the design or prototyping of Products and Services. Any agreements of the Parties with respect thereto will be included in the Implementation Agreements.

4. Mutual Notification of Intellectual Property

The Parties will be open with each other about IP-related matters. At least once each month, or at such intervals as otherwise may be agreed between the Parties, the Parties will meet to disclose to each other the IP related to MIDP Site, or that could become part of Products or Services, any Site-Specific IP or joint Co-Created IP or the IP they are planning to commence work on in the next three months. In these meetings, the Parties will jointly determine and document what category of IP each development will

come under, for purposes of Sections 5, 6 and 7 below and schedule the IP accordingly. Communications will be conducted in such a manner to protect a Party's right to file for patent protection if applicable and shall not require disclosure of IP that falls outside of Site Specific IP or Co-Created IP specific to the MIDP Site.

5. Ownership of Intellectual Property

Each Party will at all times continue to own its pre-existing IP, as well as any IP that it creates as a part of its business not specific to the MIDP Site or, in the case of Sidewalk, independent of the specifications or specific requirements of the MIDP Site or outside of the MIDP Site relationship (“**Non-MIDP Site IP**”). Where the two Parties jointly participate (or expressly engage others to create for them jointly) in the creation of IP (“**Co-Created IP**”), the ownership or rights in that IP will be determined with regard to the Parties' relative contributions to the creation of that Co-Created IP, as may be agreed by the Parties. The Parties recognize that Co-Created IP may be jointly owned, or may be owned by one Party, with or without rights granted to the other Party – as may be determined in accordance with the MIDP or Implementation Agreements, as applicable. Also, “**Site-Specific IP**” may be created, which means IP that:

- a. is specifically and exclusively related to the MIDP Site;
- b. involves any physical, geotechnical and environmental surveys and/or reports of the existing conditions, any architectural plans or drawings, and/or related work product that is produced for the exclusive use of the Parties by a third-party consultant; and
- c. is produced solely (A) based on the specifications or the specific requirements of the respective MIDP Site property and (B) for the purposes of the Project during the period commencing October 16, 2017 and terminating on the date that the Plan Development Agreement shall expire or be terminated.

“Site-Specific IP” shall include only the final versions of the items mentioned in this paragraph and not any prior drafts or preliminary materials that are not otherwise incorporated or used by the Parties.

“Site-Specific IP” does not include Non-MIDP Site IP or Co-Created IP or any other IP produced, used, licensed and/or owned by either Party.

Any dispute regarding ownership or rights will be resolved in accordance with the Collaboration Principles.

For the avoidance of doubt, no IP shall be Co-Created IP or Site-Specific IP unless and until the Parties mutually agree in writing that such IP constitutes Co-Created IP or Site-Specific IP, respectively.

6. Use of Intellectual Property

The Implementation Agreements will set out what use rights Waterfront Toronto will have in Sidewalk Labs' Non-MIDP Site IP utilized at the MIDP Site, and what use rights either Party will have in Co-Created IP and Site-Specific IP.

Waterfront Toronto, on behalf of its public stakeholders, will seek to ensure that the public is reasonably compensated for the opportunities Waterfront Toronto may make available to Sidewalk Labs (including use of the Testbed) to test and bring to market at scale Products and Services that contain Sidewalk Labs'

Non-MIDP Site, Co-Created IP and Site-Specific IP. Any such compensation is subject to agreement in the Implementation Agreements.

Generally, under the Implementation Agreements, Waterfront Toronto will not have rights to use Sidewalk Labs' Non-MIDP Site IP, except to the extent the Parties agree that it is embedded in Co-Created IP or Site-Specific IP. With respect to jointly owned Co-Created IP, Waterfront Toronto may have the right to use Co-Created IP in order to bring it to market, if Sidewalk Labs decides not to do so, subject to the terms that the Parties' agree to in the process described in Section 4.

7. Compensation from Intellectual Property

The Implementation Agreements will set out what compensation, if any, will be paid to the Parties in respect of the various types of IP discussed above and the Parties' respective rights and contributions therein.

8. Use of Site-Specific IP by Waterfront Toronto

If the PDA is terminated pursuant to Section 9.01 of the Plan Development Agreement, Waterfront Toronto will have an irrevocable, perpetual, royalty free, non-sub-licensable, non-exclusive license to use the Site-Specific IP in the Designated Waterfront Area

In such circumstances, Sidewalk Labs agrees to use commercially reasonable efforts to seek reliance letters, as required, from any relevant counterparties in order to entitle Waterfront Toronto to rely on such Site-Specific IP.

9. Commercialization of IP

The Implementation Agreements will include further agreements and other terms and conditions around commercialization of specific IP.

10. Pilots

The Parties will work together to determine IP terms if relevant to pilot projects that may be demonstrated by Sidewalk Labs at the MIDP Site ("Pilots"), with the terms taking into consideration the relative contribution levels of the Parties to the Pilots. No terms will need to be determined for Sidewalk Labs' Non-MIDP Site IP or pilots to the extent that they embody Sidewalk Labs Non-MIDP Site IP.

11. IP In Context

The Parties acknowledge that the issues outlined above must be considered in the MIDP and the Implementation Agreements in the context of other important matters to be considered in the MIDP, including issues related to land valuation, procurement, etc.

SCHEDULE H FREEDOM OF INFORMATION AND CONFIDENTIALITY

Capitalized terms used but not otherwise defined in this Schedule H shall have the meanings ascribed to them in the Plan Development Agreement.

1.03 Freedom of Information and Confidentiality Policies

(a) Sidewalk Labs acknowledges that Waterfront Toronto 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.waterfronttoronto.ca/nbe/portal/waterfront/Home/waterfronthome/about-us/accountability/policies>.

(b) In accordance with the FOI Policy, all financial or commercial information of Sidewalk Labs that is supplied in confidence to Waterfront Toronto, including trade secrets, scientific, technical and labour relations information (collectively, “**Sidewalk Confidential Information**”) previously or hereafter supplied by or on behalf of Sidewalk Labs to Waterfront Toronto or its representatives in connection with the Framework Agreement or the Plan Development Agreement, is exempt from disclosure under the FOI Policy and will not be disclosed by Waterfront Toronto, and Waterfront Toronto will ensure that none of its members, directors, affiliates or representatives disclose the Sidewalk Confidential Information to any person other than to Waterfront Toronto’s advisors, except as set out herein, otherwise agreed in writing or required by applicable Law.

(c) Sidewalk Confidential Information shall not include any information that: (a) is or subsequently becomes generally available to the public through no fault of Waterfront Toronto; (b) Waterfront Toronto has or knew at the time of disclosure or subsequently acquires by lawful means, in each case from a third party who did not provide such information to Waterfront Toronto (i) in breach of confidentiality obligations to Sidewalk Labs, or (ii) on a confidential basis; or (c) is independently developed by Waterfront Toronto without reference to any Sidewalk Confidential Information or to any Co-Created IP or to any Site-Specific IP.

(d) Sidewalk Labs 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.

(e) Sidewalk Labs shall acknowledge that under the FOI Policy, portions of records containing Sidewalk Confidential Information may be disclosed by Waterfront Toronto to the extent such portions do not contain Sidewalk Confidential Information, Co-Created IP or Site-Specific IP and are not otherwise exempt from disclosure under the FOI Policy.

(f) If Waterfront Toronto receives a request for access to information that includes Sidewalk Confidential Information, Co-Created IP or Site-Specific IP, Waterfront Toronto shall:

- (i) give prompt written notice to Sidewalk Labs of the request and the Sidewalk Confidential Information, Co-Created IP or Site-Specific IP that Waterfront Toronto considers to be within the scope of the request;
- (ii) allow Sidewalk Labs twenty days to make representations to Waterfront Toronto as to why the Sidewalk Confidential Information, Co-Created IP or Site-Specific IP 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 Labs that is supplied in confidence to Waterfront Toronto (including trade secrets, scientific, technical and labour relations information);

- (iii) make a decision with respect to the disclosure of the relevant Sidewalk Confidential Information, Co-Created IP or Site-Specific IP, acting reasonably and in good faith, taking into consideration the representations of Sidewalk Labs; and
- (iv) inform Sidewalk Labs of its decision and, if applicable, disclose the relevant information in accordance with the process set out in the FOI Policy.

(g) Waterfront Toronto further agrees not to disclose records containing information that is mutually generated by Waterfront Toronto and Sidewalk Labs without Sidewalk Labs' prior written consent and agreement with respect to reasonable restrictions on use and sharing, and the application of safeguards to protect, such information, and to notify Sidewalk Labs of any breaches, subject to and in accordance with the FOI Policy.

(h) Sidewalk Labs agree that that all financial or commercial information of Waterfront Toronto that is supplied in confidence to Sidewalk Labs, including trade secrets, scientific, technical and labour relations information, to the extent not otherwise available in the public domain, will not be disclosed by Sidewalk Labs, and Sidewalk Labs will ensure that none of their respective members, directors, affiliates or representatives disclose any such confidential information to any person other than to Sidewalk Labs' advisors or affiliates, except as set out herein, otherwise agreed in writing or required by applicable Law.

1.04 **Freedom of Information and Protection of Privacy Act**

(a) Sidewalk Labs acknowledges that Waterfront Toronto may become subject to FIPPA. In providing any Sidewalk Confidential Information to any Government Authority (including to any shareholder of Waterfront Toronto), Waterfront Toronto will make such Governmental Authority aware of the confidential nature of such Sidewalk Confidential Information and shall use commercially reasonable efforts to obtain such Governmental Authority's agreement not to disclose such Sidewalk Confidential Information other than as contemplated by the terms of the Plan Development Agreement (including to comply with Section 1.03(f) of this Schedule as if such Governmental Authority were Waterfront Toronto) or as required by applicable Law.

(b) If Waterfront Toronto receives any request for information under FIPPA for access to any record(s) containing or based on Sidewalk Confidential Information, Co-Created IP, Site-Specific IP or other information provided by or on behalf of Sidewalk Labs, or mutually generated by Waterfront Toronto and Sidewalk Labs, the terms and conditions of Section 1.03(f) of this Schedule shall apply (substituting the term "FIPPA" for the term "FOI Policy").

1.05 **Compliance with FOI Policy or FIPPA**

(a) Waterfront Toronto shall not be deemed to be in breach of the Plan Development 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.

(b) Sidewalk Labs acknowledges that decisions by any of the Three Orders of Government to disclose information related to the Project pursuant to a request made under to FIPPA, shall be made in consultation with Waterfront Toronto and Sidewalk Labs, but that following such consultation the ultimate decision to disclose such information will be made by the applicable one of the Three Orders of Government.

1.06 **Public Release of Plan Development Agreement and Framework Agreement**

The Parties agree that immediately following execution of the Plan Development Agreement, the Plan Development Agreement, including all schedules thereto, shall be made publicly available by posting the Plan Development Agreement and its schedules to the “Documents” section of each of the Sidewalk Toronto and Waterfront Toronto websites. The Parties further agree that the Framework Agreement including all schedules thereto, which shall be superseded in its entirety upon execution of the Plan Development Agreement pursuant to Section 14.04 thereof, shall also be made publicly available by posting the Framework Agreement and its schedules to the “Documents” section of each of the Sidewalk Toronto and Waterfront Toronto websites.

SCHEDULE I DIGITAL GOVERNANCE FRAMEWORK PRINCIPLES

The intent of these initial Digital Governance Framework Principles is to set the values that underpin the design and development of the Master Innovation and Development Plan. The purpose is to ensure that digital innovations and solutions protect personal privacy and civil liberties while providing shared benefits, including as an economic catalyst for open innovation, and to inform the broader public policy dialogue on digital technology and data. Exigent circumstances impacting these principles or matters arising from conflicting principles will be adjudicated in a transparent manner. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Plan Development Agreement.

All work contemplated for the Project will proceed in a manner consistent with applicable legislation (as amended from time to time), including but not limited to:

- *Canadian Charter of Rights and Freedoms*
- *Personal Information Protection and Electronic Documents Act (PIPEDA) (Canada)*
- *Privacy Act (Canada)*
- *Municipal Freedom of Information and Protection of Privacy Act (Ontario)*
- *Freedom of Information and Protection of Privacy Act (Ontario)*

This Digital Governance Framework Principles contains the following guiding digital design principles (the “**Guiding Digital Design Principles**”):

1. **Personal privacy, civil society protections and technological sovereignty**

- An unwavering commitment to ethical use of technology and data consistent with Canadian values.
- Data protection rules and measures that go beyond the current legislative requirements and create the most privacy protected/citizen-centered set of policies and governance structures in the world, recognizing privacy as a fundamental human right.
- Explore novel forms of data governance, such as (a) an independent data trust with representation by both data subjects and citizens more generally. The trust could carry a fiduciary responsibility to serve and balance data subject and public interest within a framework that treats privacy from both a public as well as a private good perspective.
- Assurance that concerns that the Project could result in surveillance are meaningfully addressed.
- Any form of surveillance of individuals will be identified and assessed with respect to risks to human or democratic rights, remedied where necessary. These practices will be periodically reviewed in a transparent and accountable manner to ensure the highest standards of rights protections are achieved and maintained.

- Assurance that concerns about the potential misuse of data, including data collected in the public realm, are addressed proactively by fulfilling individuals' rights to access and review their data.
- Specific measures to ensure transparency of collection, use, retention and disclosure of personal data; minimisation of collection, use, retention and disclosure to what is necessary for the provision of the services and benefits individuals.
- Appropriate use of de-identification, edge technologies, and other leading edge technological protections to ensure privacy is protected.
- Allow individuals access to their own personal data to review it and have it corrected or deleted as appropriate.
- Meaningful, informed consent and opt-out provisions.
- A fundamental commitment to inclusive design and bridging all aspects of the digital divide (e.g., socio-economic, skills-based, mobility, etc.).
- An overarching commitment to leveraging this Project to enhance capacity, including efforts to improve digital literacy and skills.

2. Data governance and stewardship that ensures both data/information sovereignty protection and innovation

- Clear and robust structures of accountability for the safe use of data including open protocols and rules, to ensure public policy objectives are met.
- Best practice approaches to authorized data use and intellectual property practices so to not inadvertently undermine Guiding Digital Design Principles.
- Careful use of aggregated data, and algorithmic transparency to avoid bias or marginalization of members or groups of the population.
- Reasonable limits on use of even aggregated data.
- Novel ownership structures for non-personal data, and associated open protocols and rules, to ensure public policy objectives are met, including access by and potential ownership of data by Waterfront Toronto, the City of Toronto, Province of Ontario or Government of Canada or other such third parties as deemed appropriate by the Parties. Data ownership will be addressed in greater detail through the MIDP.

3. Data sovereignty; storage and routing

- Granular policies regarding data sovereignty and routing that are informed by legislative requirements, global best practices and project objectives (e.g., potential research and development exemptions, support escalation requirements, etc.), which policies would be adopted and made public.
- Jurisdictional localization and equivalent protection provisions consistent with Canadian data protection laws will be incorporated.

4. Serve as an enabler/catalyst for open innovation

- Foster the development of global standards for urban digital architectures including by designing systems/platforms to be open by default – minimal proprietary architecture to be deployed, as disclosed and demonstrated as necessary, in order to foster innovation, promote competition, create freedom of consumer choice.
- Ensure that protocols, standards and operating agreements do not foster monopolies, barriers to entry or lock-in (including to Sidewalk Labs and affiliates).

5. Responsive/agile policy framework to adapt to new realities

- Ensure products and policies are being designed to adapt quickly to both legislative modernization and unforeseen issues that impact the perceived/real safety or security of institutions and citizens.

6. Ensure a secure environment for all products and services

- Ensure that all data collected is secure.
- Ensure that all infrastructure and solutions are resilient.

7. Responsible Data Use

- Implement a citizen and public interest centred approach to responsible data use.
- Ensure digital principles are transparent, open and always implemented in a way that will foster community trust.

The Guiding Digital Design Principles of this Digital Governance Framework will apply to all aspects of the development of the Project.

Digital Strategy Advisory Panel

The Digital Strategy Advisory Panel (the “**Panel**”) will advise Waterfront Toronto on matters related to digital and innovative technology. The Panel was established June 7, 2018 to help ensure the protection of public interest and to encourage innovation.

The Panel is an arms-length body intended to help guide Waterfront Toronto on how best to incorporate data privacy, digital systems, and the safe and ethical use of new technologies. The design and structure of proposed digital solutions, including the use of collection and use of data, and innovations proposed to be implemented in the MIDP will be subject to review and recommendation by the Panel. The Panel will also ask, more fundamentally, “just because new technology or data use can be created, should it be?”

The mandate of the Panel is to provide Waterfront Toronto with objective, expert advice to ensure that principles of ethical use of technology, accountability, transparency, protection of personal privacy, data governance and cyber security are upheld. While the Panel’s advice is non-binding, its deliberations will be an important element in Waterfront Toronto building the trust it requires with civil society to achieve the social license necessary for a successful, and ethical, digital layer to be fostered as part of the Project. In addition to the Panel, Waterfront Toronto will continue to work closely with governments and policy

makers, the public, industry experts, and external legal counsel, to help coordinate the rules and accountability protocols that will be integral to the success of these initiatives.

The Panel includes Canadian and international subject matter specialists from academia, industry, the civic technology community and legal experts. Information about the panel can be found online at <https://waterfrontoronto.ca/nbe/portal/waterfront/Home/waterfronthome/about-us/who-we-are/digital+strategy+advisory+panel+members>.

SCHEDULE J COMMUNICATIONS AND GOVERNMENT RELATIONS PRINCIPLES

Capitalized terms used but not otherwise defined in these Communications and Government Relations Principles (the “**GR/PR Principles**”) shall have the meanings ascribed thereto in the Plan Development Agreement.

ARTICLE 1 - INTRODUCTION

1.01 Preamble

(a) Waterfront Toronto and Sidewalk Labs have entered a bold, first of its kind, and innovative approach to city-building to deliver transformative benefits in quality of life to a diverse set of residents, workers, and visitors in Toronto. This requires the collaboration of Waterfront Toronto and Sidewalk Labs to develop the MIDP.

(b) Communications are vitally important to the mission and vision of the MIDP and contribute directly to the trust and engagement of the public and government stakeholders. The Parties’ shared objective is to provide timely, accurate, and high-quality information about plans, progress, and initiatives in connection with the MIDP, allowing for effective public engagement.

1.02 Purpose; Scope

(a) This Agreement is intended to (1) clarify roles and responsibilities of the Parties, (2) enable clear, consistent and coordinated communications to the public and government stakeholders to meaningfully engage with them regarding the public policy implications of the innovations being proposed in the MIDP, (3) build public and stakeholder trust and understanding of the MIDP, (4) enhance communications processes to facilitate efficient organizational performance, and (5) provide appropriate visibility into external communications for each Party, including of the Waterfront Toronto Board, employees, and government stakeholders.

(b) These GR/PR Principles are consistent with and will be informed by Waterfront Toronto’s well-established public engagement and government relations practices and successful approach/track record on stakeholder engagement, which are anchored by seven principles: (1) Accountability, (2) Clarity, (3) Timeliness, (4) Openness and Inclusivity, (5) Flexibility, (6) Coordination, and (7) Evaluation.

(c) These GR/PR Principles will guide the planning, development, and implementation of all communications activities related to the development of the MIDP.

1.03 Messaging – Form, Content and Timing

(a) The Project Management Committee will review twice monthly public relations and government relations matters including content development, approvals timing, approvals status. The Project Management Committee will be the venue through which the Parties share information and coordinate on public relations and government relations matters as contemplated by these GR/PR Principles.

(b) Waterfront Toronto and Sidewalk Labs will jointly coordinate all media relations and responses to public requests related to the MIDP.

(c) Any public communications and materials related to the MIDP must be jointly approved by both Parties, including announcements and information posted on the Sidewalk Toronto website, with such materials circulated in advance to provide enough time for staff to review and comment on content, and for proper approvals.

(d) For message clarity, meeting materials related to the MIDP must be approved in advance by both Waterfront Toronto and Sidewalk Labs prior to any public meetings. No information related to the MIDP will be presented to the public or in a media release unless it has been approved by Waterfront Toronto and Sidewalk Labs, both in form and content.

(e) A jointly developed “rolling” communications plan will form the foundation for all public communications related to the MIDP.

(f) Communications with the public related to the MIDP, either orally or written (including electronic or in the form of promotional materials), will comply with these GR/PR Principles.

ARTICLE 2– PUBLIC ENGAGEMENT

2.01 Public Engagement, Social Media and Media Relations

(a) Engaging the Broader Public

Public engagement is instrumental in creating a MIDP that reflects the priorities of the communities it will affect. Broader public input will be sought in various forms, including public roundtables, as summarized below and set out in the Parties’ shared engagement plan included on the Sidewalk Toronto website. Information about the date and location of these events will be listed on the Sidewalk Toronto website.

An urban installation and interactive showcase, located at 307 Lake Shore Boulevard East, was opened to the public on June 16, 2018, to serve as a unique physical location where the public can learn more about the Parties’ ideas and vision and can share their own thoughts and feedback on the Project.

(b) Sharing Information

News and updates on the Project, as well as feedback and input obtained from consultations, will be shared with the public through four main methods:

- (1) community engagement (e.g., dissemination of information in public forums, public talks);
- (2) media releases (e.g., press releases, news articles);
- (3) social media outlets (e.g., Facebook, Twitter, Instagram); and
- (4) the Sidewalk Toronto website, which is expected to include publication of outputs from research, polls and surveys.

(c) Roles and Responsibilities—Public Engagement

The table below sets out the roles and responsibilities of the Parties for the various aspects of their public engagement strategy, subject to coordination through and guidance by the Project Management Committee:

Engagement Forum	Lead*	Description
Public Roundtables	Waterfront Toronto	Opportunity for the public to be kept up-to-date on the Parties' progress, to work in small facilitated groups, and to help shape the Parties' plans and goals, challenging assumptions and refining their thinking during key phases in the creation of the MIDP.
Design Jams/Design Charettes	Waterfront Toronto	Working alongside subject matter experts, such as architects and planners, examine specific elements of the Parties' potential plan and suggest ways to improve design and architectural elements.
CivicLabs	Waterfront Toronto	Detailed exploration of issues facing cities, such as mobility, housing and inclusion, and brainstorm of possible solutions that can be piloted by the Parties.
Neighbourhood Meetings	Waterfront Toronto	Partnered events with local organizations and community associations to share updates on the MIDP, answer questions and seek feedback.
Pop-Ups	Waterfront Toronto	A range of pop up activities that will bring conversations into vibrant public spaces in neighborhoods outside of the waterfront in an engaging and meaningful way throughout the summer months and beyond.
Advisory Working Groups	Sidewalk Labs	Six advisory working groups comprising local subject matter leaders as well as community members to meet with project team members and advise on: Sustainability, Public Realm, Housing Affordability, Community Services, Data Governance, and Mobility.
Reference Panel	Sidewalk Labs	A 36-person panel of residents from across the city representing the diversity of Toronto to help provide policy and planning guidance and insights.
Sidewalk Talks	Sidewalk Labs	Special dialogues with leading researchers, writers, architects, technologists, ethicists and planners on topics related to the future of cities that are relevant to the Project but not Project related.
307 Lakeshore	Sidewalk Labs	Showcase for urban living technologies, cultural programming, and interactive exhibits and workshops to learn more and help shape the MIDP.
Social Media	Co-Lead	Facebook, Twitter, and Instagram accounts relating to the Project will be maintained. In addition, Waterfront Toronto maintains its own social media channels, including a blog, and Sidewalk Labs likewise maintains its own social media channels. These channels will continue to exist in parallel. To bring clarity, the table below sets out the Parties' social media strategy.

* For the purposes of these GR/PR Principles, the Parties envision co-creation and collaboration throughout their public engagement strategy, and joint approval of public communication materials related to the MIDP, including topics and meeting materials for the above.

(d) Social Media Strategy

The public engagement calendar and attendant communications plan will influence the Parties’ social media strategy and set guidelines for timing, spacing, and intensity of social content, which has the following goals and objectives:

Goals	Objectives
<p>INFORM To be the community’s key source of information on the Project</p>	<ul style="list-style-type: none"> ▪ Use channels to share events, meetings, updates, and announcements with the public ▪ Enhance and highlight important Project/event features (recap videos, highlight reels, spotlights, summaries of events) ▪ Share public engagement milestones, stories, and successes
<p>ENGAGE To listen to the community, respond, and provide opportunities to be involved</p>	<ul style="list-style-type: none"> ▪ Provide opportunities for the public to participate and engage online (e.g. livestreams, tweet chats, Reddit Q&A) ▪ Responsive and engaged community management; respond to comments, engage in online conversation ▪ Listen and learn from public feedback, ensuring participant opinions/comments are acknowledged
<p>GROW To grow reach and network across a diversity of audiences</p>	<ul style="list-style-type: none"> ▪ Proactively reach out to a diverse set of online constituencies ▪ Draw people from throughout the Greater Toronto & Hamilton Area and Ontario to in-person events, so digital relationships extend to real-world relationships

ARTICLE 3 - GOVERNMENT

3.01 **Government Relations**

(a) Waterfront Toronto and Sidewalk Labs will jointly communicate with government bodies at the municipal, provincial, and federal levels at regular intervals throughout the development of the MIDP.

(b) Waterfront Toronto is accountable to its government stakeholders, and this accountability will be maintained throughout the development of the MIDP. Sidewalk Labs acknowledges that Waterfront Toronto may be required to meet its government stakeholders without notice.

(c) Waterfront Toronto will continue its responsibility to provide updates to the Intergovernmental Steering Committee (the “IGSC”) on the development of the MIDP. The IGSC working group will meet regularly, and Waterfront Toronto will provide updates and seek input from all orders of government, in close coordination with Sidewalk Labs, on the Project. This group will act as a coordination vehicle for reviewing, evaluating, and providing input on the MIDP and the Principal Implementation Agreements.

(d) In addition, the development of the MIDP may involve meetings with Canadian government boards, agencies, and commissions.

(e) Where a meeting is initiated by Waterfront Toronto or Sidewalk Labs in connection with the MIDP, the initiating Party will notify and coordinate messaging with the other.

(f) Where a meeting is initiated by a government directly to one of Waterfront Toronto or Sidewalk Labs regarding the MIDP, the Party receiving the invitation will notify the other and, if appropriate and desired, coordinate a joint meeting.

(g) For purposes of these Principles, a “meeting” is with an office holder or senior public official and can be in person or by teleconference.

(h) Communications to and from governments regarding the MIDP will be shared, and responses coordinated, between Waterfront Toronto and Sidewalk Labs.