Commonwealth of Massachusetts **Executive Office of Housing and Economic Development** **Secretary Jay Ash**	**Commonwealth of Massachusetts** **Massachusetts Department of Transportation** **Secretary Stephanie Pollack**

Commitment for Commonwealth Funding
Amazon Expansion, Seaport Square, Boston
April 25, 2018

This document (this "**Commitment**") summarizes the principal terms of the commitment of The Commonwealth of Massachusetts (the "**Commonwealth**" or "**Massachusetts**") to provide the State Commitment described below, as a material inducement to the proposed occupancy by Amazon.com Services, Inc. (the "**Company**") of a new, to-be-constructed building on Block L-4 of Seaport Square, Boston (the "**Office Building**"), and the Company's significant expansion of its workforce in the Commonwealth. This Commitment embodies the discussions and agreements of the Commonwealth and the Company, and is intended to be binding on the parties. The Commitment shall be governed in all respects by the laws of the Commonwealth and federal law.

Material Terms:

1. Commonwealth Obligations	The Commonwealth, acting through the Executive Office of Housing and Economic Development ("**EOHED**") and the Massachusetts Department of Transportation ("**MassDOT**"), shall commit funds in the amount of $20 Million (the "**State Commitment**") to fund the construction of the public infrastructure (the "**Infrastructure**") listed on Exhibit A attached hereto (as may be amended by MassDOT in coordination with the Developer, as hereinafter defined), subject to the terms and conditions set forth in this Commitment. The Infrastructure is also conceptually shown on Exhibit B attached hereto.
2. Cooperation and Developer Obligations	In cooperation and coordination with MassDOT, the MBTA and applicable City of Boston agencies, Seaport L-4 Title Holder LLC and Seaport Square Development Company LLC (individually and collectively, the "**Developer**") will complete the design of the Infrastructure in a manner reasonably acceptable to MassDOT, the MBTA and other agencies having jurisdiction and consistent with the State Commitment amount. MassDOT and the MBTA will fully coordinate with the Developer on the timing, sequencing, coordination, procurement, and performance of the construction of the Infrastructure. Any costs associated with the construction of the Infrastructure whether incurred by the Developer, MassDOT or the MBTA that exceed the $20 Million State Commitment Amount (whether as the result of the initial bid, change orders or otherwise) shall be the sole responsibility of Seaport Square Development Company LLC ("SSDC"), unless the MBTA elects to unilaterally add additional scope to the Infrastructure

	projects at MassDOT or the MBTA's expense. . SSDC shall be responsible for all costs associated with utility relocation, real estate acquisition, environmental permits and approvals, preparation of an independent cost estimate, and consultant fees and MassDOT and MBTA forces (to the extent not covered by the State Commitment as part of the Infrastructure construction) whether incurred by the Developer, MassDOT or the MBTA. The MassDOT, the MBTA, and the Developer agree to memorialize these obligations by executing all necessary agreements including amending the Force Account Agreement with the MBTA.
3. Job Creation	The Company, through itself or through both itself and one or more entities that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with the Company (each, including the Company, a "**Company Entity**," and collectively, "**Company Entities**") will (i) create in the aggregate 2,900 New Corporate Office Employees (defined herein) which includes i) 900 New Corporate Office Employees based upon Company's press release on July 10, 2017 and ii) an additional 2,000 New Corporate Office Employees based upon Company's commitment made on March 14, 2018. Notwithstanding the foregoing and inclusive of the aforementioned items (i) an (ii) the Company will create a minimum of 2,900 Net New Employees (defined herein) by January 1, 2025, and (ii) maintain the Net New Employees until December 31, 2029 (the creation and maintenance of the Net New Employees is herein referred to as the "**Job Creation Obligation**"). By no later than March 31 of each of 2025 through 2030, the Company shall submit a report (each, a "**Job Report**") to the Commonwealth detailing (i) the number of Net New Employees (defined herein), (ii) the number of Corporate Office Employees (defined herein), and (iii) the number of Statewide Amazon Employees (defined herein) through the previous December 31st (i.e., the report due March 31, 2025 shall include in the report the Net New Employees, New Corporate Office Employees, and New Statewide Amazon Employees through December 31, 2024). "Full-Time Employee" shall mean an individual who is paid wages by Company Entity and who: (i) at the inception of the employment relationship, does not have a termination date which is either a date certain or determined with reference to the completion of some specified scope of work; (ii) works at least 35 hours per week; and (iii) receives employee benefits at least equal to those provided to other full-time employees of said Company Entity; provided, however, that "Full-Time Employee" shall not include contractors or part-time employees who may be included in a calculation of said Company Entity's full-time

	equivalent workforce. "Statewide Company Employees" shall mean all Full-Time Employees within the Commonwealth of Massachusetts. "Statewide Base Company Employees" shall be equal to the number of Statewide Company Employees as of July 10, 2017. "New Statewide Company Employees" shall mean the number of all Statewide Company Employees above Statewide Base Company Employees as of December 31st of a given year. For the avoidance of doubt, Corporate Office Employee is included in this definition. "Corporate Office Employee" shall mean each Full-Time Employee (including those that work from home) who (i) is not based within a facility for which its primary use is transportation, logistics, distribution, warehousing or retail, (ii) is not located at 300 Riverpark Dr, North Reading, Massachusetts (BOS12) (notwithstanding that such location is an office-type location), and (iii) is located in the City or within 25 miles of the City, but all within the Commonwealth of Massachusetts, including, but not limited to, as of the date of this Commitment and subject to change in future years, each Full-Time Employee based at the Office Unit, 253 Summer Street, Boston, Massachusetts (BOS17), 31 St James Ave, Boston, Massachusetts (BOS16), 101 Main Street, Cambridge, Massachusetts (BOS11), 125 Cambridgepark Dr, Cambridge, Massachusetts, and 100 Burtt Road, Andover, Massachusetts (BOS19). "Base Corporate Office Employees" shall be equal to the number of Corporate Office Employees as of July 10, 2017. "New Corporate Office Employees" shall mean the number of Corporate Office Employees above Base Corporate Office Employees as of December 31st of a given year. "Net New Employees" shall mean the lesser of (i) the number of New Corporate Office Employees and (ii) the number of New Statewide Company Employees above the base year date of July 10, 2017.
4. Company Payment Obligation	Within sixty (60) days after the submission of the March 31, 2030 Job Report, the Commonwealth may require the Company to make a payment to the Commonwealth pursuant to this Section 4 (the "**Company Payment**") to reflect a shortfall in anticipated economic benefit to the Commonwealth if the Company did not meet the Job Creation Obligation. The Payment, if any, shall be calculated by first determining the average Net New Employees over the five-year maintenance period of January 1, 2025 through December 31, 2029 (the "**Average Net New Employee Figure**"). If the Average Net New

	Employee Figure is greater than or equal to 2,175, the Company Payment shall be \$0. If the Average Net New Employee Figure is less than 2,175, the Company Payment shall be equal to the quotient resulting from the division of the difference between 2,175 and the Average Net New Employee Figure into 2,175, multiplied by \$20,000,000. The following two examples depict the intended operation of this paragraph. 1) If the Company Entities create 2,900 Net New Employees for each of the five maintenance years, the Company Payment shall be calculated as follows: (2,900 + 2,900 + 2,900 + 2,900 + 2,900)/5 = 2,900. \$0 Company Payment. 2) If the Company Entities create 2,075 Net New Employees for each of the five maintenance years, the Company Payment shall be calculated as follows: (2,075 + 2,075 + 2,075 + 2,075 + 2,075)/5 = 2,075. 2,175 – 2,075 = 100. (100 / 2,175) * \$20,000,000 = \$919,540.23 Company Payment.
5. Timing	MassDOT and the MBTA shall coordinate with the Developer to commence the procurement and construction of the Infrastructure as soon as reasonably possible after execution of the Commitment, receipt of final design plans for each component of the Infrastructure from the Developer and the execution of any necessary agreements and amendments, shall pursue the completion of the Infrastructure in coordination with the construction of the Block L-4 building, and shall cause any contractors, consultants or other parties engaged in connection with the construction of the Infrastructure to pursue the completion of the Infrastructure, diligently and continuously until completion, subject to the State Commitment and the availability of any additional necessary funds from the Developer for the procurement, construction and completion of the Infrastructure .
6. Funding of the State Commitment	EOHED shall provide funds to MassDOT as required and on a schedule that enables MassDOT and the MBTA timely to carry out the construction of the Infrastructure, including making payments due under agreements executed to effectuate the construction process.
7. Company Obligations	The obligations of the Company are (i) to fulfill the Job Creation Obligation and (ii) to the extent the Job Creation Obligation is not fulfilled, to make the Company Payment, under the conditions and in the amounts specified above. In no event shall the Company (i) be liable for a Company Payment in excess of \$20 Million; (ii) be obligated to make any payments with respect to the Infrastructure; or (iii) have any liability hereunder other than the potential obligation to make the Company Payment under the conditions and in the amounts specified above. In the event that the completion of the Office Building is delayed beyond December 31, 2022 through no fault of the Company, the Company, in its sole discretion, may extend the time period to complete the Job

	Creation Obligation until no later than December 31, 2031. In that event, the Company may select any five years, which need not be consecutive, between 2025 and 2031 for inclusion in the calculation of the Average Net New Employee Figure.
8. Coordination & Cooperation	Seaport L-4 Title Holder LLC and Seaport Square Development Company LLC, are both affiliates of WS Development. Seaport L-4 Title Holder LLC is the developer of the building to be occupied by the Company on Block L-4. Seaport Square Development Company LLC is the developer of portions of Seaport Square, including much of its infrastructure. They both join this Commitment to agree to coordinate their development efforts with MassDOT and the MBTA and with the construction of the Infrastructure, and, as the parties most knowledgeable about the development of the area in which the Infrastructure is to be located, to provide to MassDOT and the MBTA such information, coordination and advice as may be requested by MassDOT or the MBTA, and to work together with the Company, MassDOT, MBTA and EOHED to further the development and jobs creation which are the subject of this Commitment.
9. Term	Unless otherwise terminated in accordance with this Section, this Commitment expires on May 31, 2030. The Company has the right to terminate this Commitment before that expiration date, for any reason or no reason, by delivering notice to Commonwealth at least five (5) business days prior to the desired termination date, provided, however, that such termination shall obligate the Company to repay to the Commonwealth the entire amount of the State Commitment paid to date.
10. Assignment	The Company may assign this Commitment to any Company Entity, or in connection with any merger, reorganization, sale of all or substantially all of the Company's assets or any similar transaction. Subject to this limitation, this Commitment will be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and assigns.
11. Counterparts; Electronic Delivery	The entities executing this Commitment (the "**Commitment Entities**") may deliver executed signature pages to this Commitment by electronic means to the other Commitment Entities, and the electronic copy will be deemed to be effective as an original. This Commitment may be executed in any number of counterparts, each of which will be deemed an original and all of which counterparts together will constitute this Commitment with the same effect as if the Commitment Entities had signed the same signature page.
12. Choice of Law, Venue and Arbitration	The Commitment Entities agree this Commitment will be governed by and interpreted based upon the laws of the Commonwealth of Massachusetts, and the Commitment Entities agree to exclusive venue in and consent to the jurisdiction of the courts in Suffolk County, Massachusetts.
13. Default	The Company will not be in default unless if fails to cure a violation of this Commitment within 30 days of the Company's receipt of written

	notice of such violation
14. Notices	All notices, submissions or other communications required by or made pursuant to this Commitment shall be deemed to have been sufficiently given for all purposes if mailed by first class certified or registered mail or sent by commercial delivery to the following addresses of the Commitment Entities or to such other address as any Commitment Entity may hereafter furnish by written notice to the others. Notices shall be sent to: If to EOHED: Secretary of Housing and Economic Development Executive Office of Housing and Economic Development 1 Ashburton Place, Room 2101 Boston, MA 02108 If to MassDOT: Secretary of Transportation Massachusetts Department of Transportation 10 Park Plaza, Suite 4160 Boston, MA 02116 If to the Company: Amazon.com Services, Inc. c/o Amazon.com, Inc. Attention: Real Estate Manager (GREF/BOS21) 410 Terry Ave. N Seattle, WA 98109-5210 with a copy to Amazon.com Services, Inc. c/o Amazon.com, Inc. Attn: General Counsel (Real Estate) (GREF/BOS21) 410 Terry Ave. N Seattle, WA 98109-5210 with a copy to Amazon.com Services, Inc. c/o Amazon.com, Inc. Attention: Economic Development - Compliance Manager BOS21 2121 7th Avenue, Floor 8 Seattle, WA 98121 Email: economicdevelopment@amazon.com If to Seaport L-4 Title Holder LLC or Seaport Square Development

	Company LLC: Seaport L-4 Title Holder LLC c/o WS Asset Management, Inc. 33 Boylston Street, Suite 3000 Chestnut Hill, MA 02467 Attention: Richard A. Marks with a copy to WS Asset Management, Inc. 33 Boylston Street, Suite 3000 Chestnut Hill, MA 02467 Attention: Yanni Tsipis with a copy to Goulston & Storrs 400 Atlantic Avenue Boston, MA 02110 Attention: WS Seaport Block L4 Each Commitment Entity may, by advance written notice, designate any further or different addresses to which notices, submissions or other communications shall be sent.

EOHED and MassDOT, on behalf of the Commonwealth, hereby agree to fund the construction of the Infrastructure, on the terms and conditions outlined above. We are excited to continue to work together with the Company on this expansion of the Company's presence – and workforce – in the Commonwealth.

Sincerely,

Jay Ash
Secretary
Executive Office of Housing and
Economic Development

Stephanie Pollack
Secretary
Massachusetts Department of
Transportation

Agreed and Accepted:	**Joinder, with respect to Sections 2 and 8 of this Commitment**
Amazon.com Services, Inc. By: DocuSigned by: Braden Cox 312937755652456... Name: Braden Cox Title: Vice President	Seaport L-4 Title Holder LLC Seaport Square Development Company LLC By: Deirdre A. Geoghegan Name: Deirdre A. Geoghegan As Authorized Representative of, and on behalf of, each of their respective Members

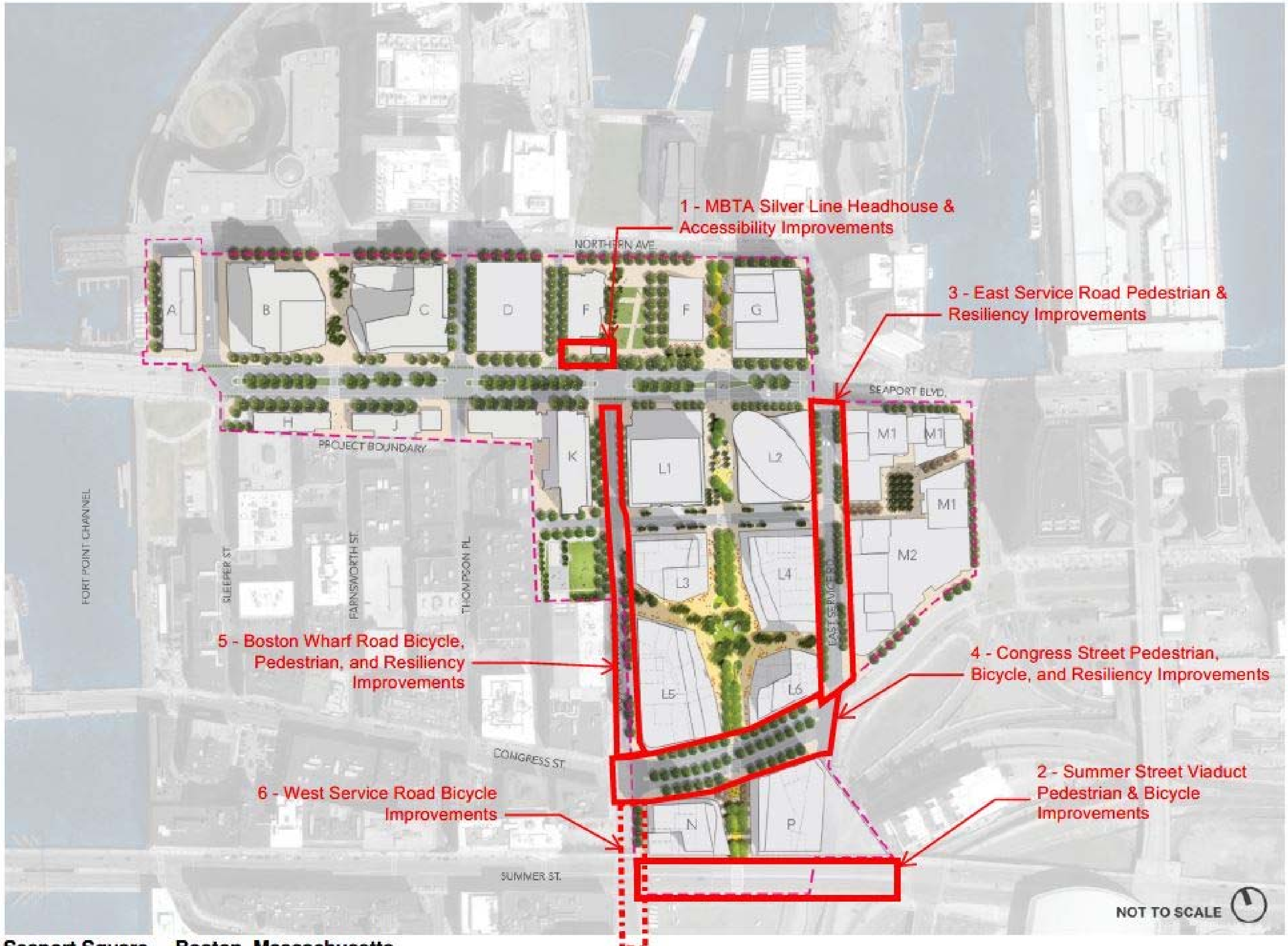
EXHIBIT A
List of Potential Infrastructure Projects

#	Project	Description of Scope	Estimated Cost	Ultimate Owner Agency	Project Site Control
1	**MBTA Silver Line Headhouse & Accessibility Improvements**	New Stair, Escalator and Elevator headhouse south of District Hall on Seaport Blvd	$12,500,000	MBTA	WS, MBTA, City of Boston
2	**Summer Street Viaduct Pedestrian & Bicycle Improvements**	Mid-Block Crossing & Signal, Pavement striping, Parking Protected Bike Lanes, Mobility MicroHub, Sidewalk Reconstruction, Resurfacing	$2,500,000	City of Boston	City of Boston
3	**East Service Road Pedestrian & Resiliency Improvements**	Pavement striping, Mobility MicroHub, Sidewalk Reconstruction, Resurfacing, Stormwater Main Backwater Valves	$750,000	MassDOT & City of Boston	MassDOT & City of Boston
4	**Congress Street Pedestrian, Bicycle, and Resiliency Improvements**	Mid-Block Crossing, Signal Improvements, Pavement striping, Parking Protected Bike Lanes, Medians, Sidewalk Reconstruction, Resurfacing, Stormwater Main Backwater Valves	$2,500,000	MassDOT & City of Boston	MassDOT & City of Boston
5	**Boston Wharf Road Bicycle, Pedestrian, and Resiliency Improvements**	Pavement striping, Buffered Bike Lanes, Mobility MicroHub, Sidewalk Reconstruction, Regrading & Resurfacing, Stormwater Main Backwater Valves	$1,500,000	City of Boston	City of Boston/MDOT Adjacency
6	**West Service Road Bicycle Improvements**	Bike Lanes from Congress Street to Melcher Street Extension, Pavement Striping	$250,000	City of Boston	City of Boston/MDOT Adjacency

Total Estimated Project Cost:	**$20,000,000**

EXHIBIT B

[Attach sketch of the Infrastructure]



Seaport Square **Boston, Massachusetts**

SEAPORT

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Seaport Square – Public Infrastructure Projects