

**CONTRACT FOR PAYMENT IN LIEU OF TAXES
ENTERED INTO BY THE CITY OF BOSTON,
THE BOSTON REDEVELOPMENT AUTHORITY,
SEAPORT L-4 TITLE HOLDER LLC AND
AMAZON.COM SERVICES, INC.**

This Payment in Lieu of Taxes Agreement (this "**PILOT Agreement**") is made as of the ^{30th} day of April, 2018, by and among the CITY OF BOSTON, acting by and through its Assessing Department (the "**City**"), the BOSTON REDEVELOPMENT AUTHORITY, a public body politic and corporate created pursuant to Chapter 121B of the Massachusetts General Laws ("**M.G.L.**"), as amended, doing business as the Boston Planning & Development Agency, and having a principal place of business at One City Hall Square, Boston, Massachusetts 02201-1007 (the "**BPDA**"), SEAPORT L-4 TITLE HOLDER LLC, a Delaware limited liability company, with an address c/o WS Asset Management, Inc., 33 Boylston Street, Suite 3000, Chestnut Hill, MA 02467 (together with its successors, assigns and transferees, the "**Owner**"), and AMAZON.COM SERVICES, INC., a Delaware corporation, having an address of c/o Amazon.com, Inc., 410 Terry Avenue North, Attn: Real Estate Manager (GREF/BOS21), Seattle, WA 98109-5210 (the "**Tenant**"). The City, the BPDA, the Owner and the Tenant are sometimes referred to, individually or collectively, as the context may require, as a "**Party**" or the "**Parties**."

RECITALS

WHEREAS, the Owner proposes to construct an 18-story building containing approximately 81,000 gross square feet of retail uses leased to various retail, restaurant, and other neighborhood amenity tenants, approximately 430,000 gross square feet of office uses occupying floors 3 through 17 therein (the "**Office Component**") and a subsurface parking garage (collectively, the "**L4 Building**") on Block L4 (the "**Project Site**") of the Seaport Square Project;

WHEREAS, the Project Site has long been underutilized, for many decades as part of unused railyards, as a temporary soil staging facility during the construction of the Central Artery/Third Harbor Tunnel project during the 1990s, and as a commercial surface parking lot since approximately 2000, and the ordinary operations of private enterprise have not spurred development of the Project Site;

WHEREAS, owing to the location of the Project Site on filled landlocked tidelands and its location within a high water table, the activation and development of the Project Site cannot be undertaken without extensive and costly investments in foundation systems and substantial waterproofing and flood mitigation measures;

WHEREAS, the Project Site is located within Planned Development Area No. 78, the Seaport Square Project, which was originally approved by the BPDA in 2010, with an Amended and Restated Plan approved by the BPDA on November 16, 2017 and adopted on December 13, 2017 (as amended and restated, "**PDA Plan**"), and such PDA Plan envisions the creation of a vibrant, contemporary mixed-use neighborhood with a mix of residential, office, retail/entertainment, civic/cultural and open space uses in the Seaport Square District;

WHEREAS, the construction of the L4 Building will contribute to the activation of the streetscape within the Seaport Square District, with publicly-accessible uses on the ground and second floors, creation of a mid-block pedestrian way through the L4 Building and construction of a portion of the Harbor Way and Harbor Square Park; and the development of the L4 Building will be accompanied by significant public utility and transportation infrastructure upgrades, including the construction of a new Massachusetts Bay Transportation Authority Silver Line headhouse at Courthouse Square Station, serving the larger Seaport Square District, and is therefore a critical step in the implementation of the district-wide PDA Plan;

WHEREAS, as a condition to agreeing to enter into a lease of the Office Unit (as defined below), the Tenant will be granted an option (the "**L5 Option**") to lease additional space in a building (the "**L5 Building**") projected to be constructed on an adjacent parcel. The L5 Option is a material inducement to the Tenant's entering into the lease of the Office Unit in the L4 Building;

WHEREAS, upon completion of the construction of the L4 Building, the Owner will cause the L4 Building and the Project Site to be submitted to a condominium regime through the filing of a master deed and declaration of trust pursuant to M.G.L. Chapter 183A, and upon such filing, the Office Component, which will comprise all or substantially all of the office space within the L4 Building, shall become a separate unit of the condominium (the "**Office Unit**");

WHEREAS, the Tenant intends to lease from the Owner the entirety of the Office Unit (the "**Lease**") in order to accommodate the Tenant's growth. The Tenant, 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 Tenant (each, including the Tenant, an "**Amazon Entity**," and collectively, "**Amazon Entities**") is expected to create in the aggregate 2,900 New Corporate Office Employees (defined herein) which includes 900 New Corporate Office Employees based upon Tenant's press release on July 10, 2017 and an additional 2,000 New Corporate Office Employees pursuant to its March 14, 2018 application to the BPDA. The Tenant would not enter into the Lease without the assurances from the Owner and the City that there is a predictable tax payment during the term of the Lease, the City requires certain assurances from the Tenant with respect to its tenancy under the Lease, and the Owner cannot undertake the construction of the L4 Building without such assurances being in place;

WHEREAS, the construction of the L4 Building and lease of the Office Unit to the Tenant cannot proceed without the assurance of economic predictability which would be achieved by tax stabilization;

WHEREAS, acting pursuant to and in accordance with M.G.L. Chapter 121B and Chapter 652 of the Acts of 1960, as amended, the BPDA acquired the Project Site from the Owner by deed for a term of years, dated _____, 2018 and recorded with the Suffolk County Registry of Deeds in Book ____, Page ____ (the "**Initial Deed**"), which conveyance is subject to and specifically excluding certain matters as set forth in the Initial Deed (the "**BPDA Acquisition**"); as provided in Section 5 of this PILOT Agreement, from and after the recording of the Office Unit Deed (as defined below), the BPDA Acquisition shall be limited to the Office Unit); and

WHEREAS, the Owner, the City, the Tenant and the BPDA agree that during the Term (as hereinafter defined), the Office Unit shall be exempt from taxation in accordance with the provisions of M.G.L. Chapter 59; provided however, that in lieu thereof and in accordance with the terms and conditions set forth in this PILOT Agreement, including the satisfaction of certain obligations of the Tenant as set forth herein, the Owner shall make PILOT Payments (as hereinafter defined) as set forth herein.

NOW THEREFORE, in consideration of the tax considerations granted by the City herein, the City, the BPDA, the Owner and the Tenant agree as follows:

1. **Payments In Lieu of Taxes:**

- A. Notwithstanding the provisions of M.G.L. Chapter 59, during the Term (as defined in Section 2), in lieu of real estate taxes with respect to the Office Unit which would otherwise be assessed and payable under M.G.L. Chapter 59, the Owner shall make PILOT Payments to the City as set forth in Section 3 below, pursuant to the provisions of M.G.L. Ch. 121B, §16. During the term of this PILOT Agreement, the City shall not assess any real estate taxes pursuant to M.G.L. Ch. 59 against the Office Unit or any portion thereof.
- B. **Payment Dates.** The PILOT Payments shall be made on November 1st and May 1st (the "**Payment Dates**") of each Fiscal Year during the Term. For the purposes of this PILOT Agreement, the term "**Fiscal Year**" shall mean, with respect to any designated year, the twelve-month period beginning on July 1 of the year immediately preceding such year and ending on June 30 of such year (For example, FY 2019 shall begin on July 1, 2018 and shall end on June 30, 2019).
- C. **Payments and Evidence Thereof.** The PILOT Payments shall be made directly to the City's Collector-Treasurer. Upon said payment the Owner shall deliver to the City evidence of such.
- D. **Late PILOT Payment(s):** The Owner's failure to pay in full each PILOT Payment on or before the Payment Date shall result in the Owner being liable for interest, fines, penalties and related costs, including legal costs and disbursements in accordance with M.G.L. Ch. 60, as amended from time to time.

2. **Term:** This PILOT Agreement shall be for a term (the "**Term**") commencing on July 1, 2018, (the "**Effective Date**"), and expiring on the date of expiration or the earlier termination of the term of the Lease or any amendment thereto or replacement thereof pursuant to which one or more Amazon Entities lease the entirety of the Office Unit, and in no event shall the term terminate later than July 1, 2037 (the "**Termination Date**"). As used herein, the term "**Office Unit Deed**" shall refer to the duly executed and notarized quitclaim deed conveying the Office Unit to the BPDA for a term of years, pursuant to the terms provided in the Initial Deed. The Tenant has the right to terminate this PILOT Agreement for any reason or no reason by delivering notice to the Parties at least fifteen (15) business days prior to the desired Termination Date. From and after the Termination Date, real estate taxes on the Office Unit shall be assessed to the Owner in accordance with M.G.L. Ch. 59.

3. **PILOT Payments:**

- A. For each Fiscal Year during the Term, the "**PILOT Payment**" shall be an amount equal to: (i) the amount (the "**Taxes Amount**") which equals the tax payment which would otherwise be due to the City for the property taxes which would be assessed against the Office Unit if this PILOT Agreement were not in full force and effect and had the BPDA not effected the BPDA Acquisition, less (ii) the Applicable Reduction Amount (as defined on Exhibit A attached hereto and incorporated herein).
- B. The Applicable Reduction Amount for any given Fiscal Year will be as set forth on Exhibit A.
- C. The Taxes Amount for each Fiscal Year during the Term shall be calculated by the City in accordance with the provisions of M.G.L. Ch. 59. The PILOT Payment due on November 1 of each Fiscal Year will equal 50% of the prior year's Fiscal Year Taxes Amount, less 50% of the Applicable Reduction Amount. The PILOT Payment due on May 1 of each Fiscal Year will equal the Fiscal Year Taxes Amount, less 100% of the Applicable Reduction Amount and the November 1 PILOT Payment for said Fiscal Year. The City shall render bills for the PILOT Payments to the Owner setting forth the PILOT Payment due. The May 1 bill for the PILOT Payment shall set forth the then-current assessed value of the Office Unit, as well as the Taxes Amount. All bills for the PILOT Payments shall be sent via the United States Postal Service to the Owner at least thirty (30) days before the applicable Payment Date.
- D. The Owner shall have the right to challenge any Taxes Amount and any underlying valuation of the Office Unit relating thereto, and the City shall have the right to contest any such challenge, in each case in accordance with the provisions of M.G.L. Ch. 59 and any regulations promulgated thereunder. Nothing in this PILOT Agreement shall be deemed a waiver of the City's right to require certain financial information of the Owner and/or the Tenant as set forth in Section 7 below.
- E. Failure to pay in full each PILOT Payment on or before the applicable payment date shall result in the Owner being liable for interest, fines, penalties and related costs, including legal costs and disbursements, in accordance with M.G.L. Chapter 60, as amended from time to time.
- F. In addition to the City's exclusive right to terminate this PILOT Agreement in the manner set forth in Sections 9 and 10, the City shall have the exclusive right (i) to avail itself of the remedies provided for in M.G.L. Ch. 60, as amended from time to time, with respect to the Owner's interest in the Office Unit, and/or (ii) to sue the Owner for breach of contract if the PILOT Payments, payments due on

account of any Gap Amount (defined below) or any interest or costs assessed pursuant to this PILOT Agreement are not paid as required.

4. **Obligations of the Tenant:** As noted above, the Amazon Entities anticipate having approximately 2,000 Corporate Office Employees (as defined on Exhibit A) at the Office Unit. Starting from July 10, 2017, Amazon will (i) create a minimum of 2,900 Net New Employees (as defined on Exhibit A) by January 1, 2025, and (ii) locate and retain at least 2,000 Corporate Office Employees at the Office Unit by January 1, 2025. In the event that the number of Net New Employees falls below 2,900 after the Stabilization Period (Fiscal Years 2021 through 2025) or the number of Corporate Office Employees at the Office Unit falls below 2,000 after the Stabilization Period, the Tenant agrees that its Applicable Reduction Amount shall be as stated in Exhibit A.

5. **Condominium Creation:** The City, the BPDA and the Owner hereby acknowledge that (i) the Owner intends to submit the Project Site to the provisions of M.G.L. Chapter 183A to create a condominium which may include one or more office, retail, garage and other units following substantial completion of the L4 Building pursuant to terms specified in the Initial Deed; (ii) the parties intend that the terms of this PILOT Agreement shall apply to the Project Site conveyed by the Initial Deed, as such Project Site may be modified to create said condominium; and (iii) after the creation of said condominium, the parties intend that only the Office Unit shall be entitled to the real estate tax stabilization provided in this PILOT Agreement. The City, the BPDA and the Owner hereby acknowledge and agree that the creation of the condominium shall not be deemed to terminate or otherwise modify the provisions of this PILOT Agreement nor result in the imposition of any amounts due pursuant to Chapter 59 or otherwise with respect to the Office Unit.

6. **End of Term: Gap Amount:** From and after the Termination Date, (i) the BPDA Acquisition shall automatically terminate and be null and void, and (ii) the PILOT Payments shall thereafter be calculated as if the Office Unit were assessed pursuant to M.G.L. Ch. 59, such that the Owner shall be liable for an amount equal to the real property taxes for the Fiscal Year which contains the Termination Date less any PILOT Payments allocable to such period that have previously been made by the Owner hereunder (the "**Gap Amount**"). The Owner shall pay to the City an amount equal to the Gap Amount to cover the time period between the Termination Date and the date upon which the Office Unit becomes taxable pursuant to M.G.L. Ch. 59. The Owner shall make such payment to the City by the 90th day following the last day of the month in which the Termination Date occurs. Upon request of the Owner, the BPDA shall execute, acknowledge and deliver to the Owner in recordable form, at no material cost or liability to the BPDA, such instruments as may reasonably be required to confirm the termination of record of any BPDA interest in the real property comprising the Office Unit.

7. **Reporting Requirements:**

A. On March 1st of each year during the Term occurring from and after the date upon which the Tenant initially occupies the Office Unit (the "**Occupancy Date**"), the Tenant will provide the City with a report detailing (i) the number of Net New Employees, (ii) the number of Corporate Office Employees and (iii) the number of Statewide Amazon Employees, as said terms are defined in Exhibit A,

as of the preceding January 1. These reports will be sworn to by an authorized representative of the Tenant under the pains and penalties of perjury and shall identify each of the above (i through iii) for all locations in the Commonwealth, and shall include the Amazon Entities' identification number for each such Full Time Employee(as defined on Exhibit A) reported, the specific Amazon Entity employing each such Full Time Employee reported and the base location for each such Full Time Employee reported. The City reserves the right to audit any reports made and may request to review relevant supporting documentation from the Tenant. The Tenant shall make the requested documentation available to the City at the Office Unit within sixty (60) days of the audit request date; provided, however, that the Tenant shall not be required to provide the City with copies of any proprietary or personally identifiable information (such as employee names or social security numbers), although the City shall have the right to review the same for purposes of any audit. Any such audit must: (i) not be disruptive to any Amazon Entity's business and must take place at a mutually agreed upon time the Amazon Entity's normal business hours; (ii) not occur more than once during any 12-consecutive-month period; (iii) only cover the reported Full Time Employees rendered since the last audit conducted by the City; (iv) be completed within a reasonable time period; and (v) be conducted by the City alone and not in conjunction or cooperation with any other party. The City may not schedule an audit to take place in the fourth calendar quarter of any year. The City agrees that (i) any information learned or disclosed in connection with any such audit is confidential information, and (ii) that personally identifiable information, beyond that necessary to verify any reports made to derive a benefit under this PILOT Agreement, will not be, and is not required to be, disclosed to it. If, notwithstanding the foregoing, any personally identifiable information of any employee is disclosed to the City during any such audit, the City agrees it will not retain any such information. The failure of the Tenant to cooperate with any such audit request will be treated as a default by the Tenant hereunder, and the City shall have such rights and remedies as are available to it as detailed in Sections 9 and 10 of this PILOT Agreement.

- B. From time to time the City may also send requests to the Owner and/or the Tenant pursuant to M.G.L. Ch. 59, §38D. Failure of the Owner and/or the Tenant to respond to these requests within sixty (60) days will result in the loss of any right to contest the applicable Fiscal Year's Taxes Amount.

8. Amendments and Modifications: The Owner, the City, the Tenant and the BPDA agree that any amendment of this PILOT Agreement shall have no effect unless it is in writing and signed by duly authorized representatives of the parties hereto.

9. Default by the Owner: If the Owner defaults in its obligation to make a PILOT Payment as required by this PILOT Agreement, the City shall have the right to terminate this PILOT Agreement upon thirty (30) days' notice to the Owner and Tenant pursuant to Section 11 hereof and: (a) the failure of the Owner to have cured such default within such thirty (30) day period and (b) the failure of the Tenant to have cured such default within thirty (30) days after the expiration of the Owner's thirty (30) day cure period. In the event that the City exercises the right to

terminate this PILOT Agreement, then, from and after such termination, the Owner shall be responsible for a Gap Amount in accordance with Section 6 hereof, the Office Unit shall be assessed pursuant to M.G.L. Ch. 59, and the Owner hereof shall be liable for taxes that accrued or would have accrued from and after such default but for the existence of this PILOT Agreement. Upon a termination by the City of this PILOT Agreement, then title shall revert to the Owner or its successor in interest.

10. Default by the Tenant: The Parties agree that the intended beneficiary of the tax stabilization occasioned under this PILOT Agreement is the Tenant. In the event that the City exercises the right to terminate as provided on Exhibit A of this PILOT Agreement, then, from and after such termination, the Owner shall be responsible for a Gap Amount in accordance with Section 6 hereof, the Office Unit shall be assessed pursuant to M.G.L. Ch. 59, and the Owner hereof shall be liable for taxes that accrued or would have accrued from and after such default but for the existence of this PILOT Agreement and the Tenant's tax benefit will have ceased. Upon a termination by the City of this PILOT Agreement, then title shall revert to the Owner or its successor in interest. Failure to meet the number of Corporate Office Employees at the Office Unit or Net New Employees provided for a given year is not a default, but may result in reduction of the Applicable Reduction Amount or the termination of this PILOT Agreement with respect to the unexpired portion of the Term, as provided on Exhibit A. In consideration of the agreement by the Tenant to the City's exclusive remedies as set forth in this PILOT Agreement, the City agrees that: (a) the Tenant shall not have any liability whatsoever for the Owner's obligation to make PILOT Payments hereunder, and (b) there shall be no recourse against, or any personal liability on the part of, any officer, director, employee or agent of the Tenant with respect to any payments due or any obligations to be performed hereunder. Notwithstanding anything to the contrary in this PILOT Agreement, neither the Tenant nor any Amazon Entity shall be liable for: (a) any indirect, reliance, exemplary, incidental, speculative, punitive, special, consequential or similar damages that may arise in connection with this PILOT Agreement, (b) any lost or foregone tax revenues, or (c) any damages, liabilities, fees, costs, expenses, penalties, diminishments in value, losses or payments (including any lost or foregone tax revenues) that exceed, in the aggregate, the financial benefit realized by the Tenant under this PILOT Agreement.

11. Notice: Any notice or other communication required or permitted under this PILOT Agreement shall be in writing and (i) delivered by hand; (ii) sent by registered or certified mail, return receipt requested; or (iii) sent by nationally recognized overnight delivery service, addressed as follows:

If to the City:

City of Boston Assessing Department
City Hall, Room 301
Boston, MA 02201-1007
Attention: Commissioner of Assessing

with a copy to

City of Boston Office of Corporation Counsel
City Hall, Room 615
Boston, MA 02201-1007

Attention: Corporation Counsel

If to the BPDA:

Boston Redevelopment Authority
One City Hall Square
Boston, MA 02201-1007
Attention: Director

with a copy to

Boston Redevelopment Authority
One City Hall Square
Boston, MA 02201-1007
Attention: General Counsel

If to the Owner:

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

If to the Tenant:

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.
Attention: 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

or to such other address as the addressee shall have indicated by prior notice to the other parties. Notices or other communication hereunder shall be deemed given (i) when delivered by hand; (ii) on the business day after sending by nationally recognized overnight delivery service; or (iii) three (3) days after the date sent if sent via registered or certified mail. Routine business and technical correspondence must be in English, and may be in electronic form. All legal notices given under this PILOT Agreement must be written, in non-electronic form, and in English, and will be effective when received. Notice under this PILOT Agreement may be waived in writing prospectively or retroactively by the party entitled to the notice. Notice from counsel to a party shall constitute effective notice.

12. Successors/Assigns:

- A. The Owner's rights and obligations hereunder may be assigned or transferred during the Term in connection with the sale of the Office Unit or any portion thereof, only with the prior consent of the City or the BPDA, except as otherwise provided in Section 12.D below. No consent required of the City or the BPDA pursuant to this PILOT Agreement shall be unreasonably withheld or delayed, nor conditioned upon the payment of any sums to the BPDA, the City, or any other party; provided however, that all sums due under this PILOT Agreement have been paid.
- B. The Tenant's rights and obligations hereunder may not be assigned or transferred during the Term, except as otherwise provided in Section 12.D below.
- C. At least twenty (20) days prior to any conveyance of the Office Unit to a party that is not an Owner Affiliate (as defined in Section 12.D below) or an Amazon Entity (a "**Transferee**"), the Owner shall provide notice of such proposed conveyance to the City and the BPDA, which notice shall include the following information (the "**Required Information**"): (i) a Disclosure of Beneficial Interests executed by the Transferee in the form required by the BPDA's Disclosure Statement Policy dated August 14, 2014, the form of which is attached hereto and incorporated herein as Exhibit B, and (ii) a certification to the BPDA and the City, signed by an authorized representative of the Transferee under pains and penalties of perjury, that (a) the Transferee is not in default of any City of

Boston real estate obligations, and (b) the Transferee is not a "Prohibited Person." For the purposes of this Section 12.B, a "**Prohibited Person**" is (i) a person that is listed in the Annex to, or is otherwise subject to the provisions of, Executive Order No. 13224; (ii) a person owned or controlled by, or acting for or on behalf of, any person that is listed in the Annex to, or is otherwise subject to the provisions of, Executive Order No. 13224; (iii) a person with whom the City and/or the BPDA is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law; (iv) a person who commits, threatens or conspires to commit or supports "terrorism" as defined in Executive Order No. 13224; or (v) a person that is named as a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, <http://www.treas.gov/ofachllsdn.pdf> or at any replacement website or at any other official publication of such list. The City and the BPDA, acting by and through its Director, agree to provide such consent within ten (10) business days of delivery of the Required Information.

Notwithstanding anything to the contrary set forth in this PILOT Agreement, the Tenant covenants and agrees that it shall provide the reporting required by Section 7 of this PILOT Agreement and comply with the provisions thereof with respect to the auditing of any such reporting.

- D. No consent of the City or the BPDA shall be required in connection with the following: (i) any grant by the Owner of a mortgage or pledge or assignment of all or any part of either the Office Unit or the Project Site in connection with the financing of the Office Unit, the Project Site or any part of either of them; (ii) any grant by the Owner of an easement or license in the Office Unit or the Project Site (or any part of either of them); (iii) any foreclosure or deed or assignment in lieu of foreclosure for all or part of either the Office Unit or the Project Site; (iv) any transfer, sale or assignment of all or any part of either the Office Unit or the Project Site to any Owner Affiliate or to any Amazon Entity; or (v) the assignment of any of the Tenant's rights or obligations to one or more Amazon Entities. For the purposes of this PILOT Agreement, an "**Owner Affiliate**" is a party that directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, the Owner.

13. **Counterparts; Electronic Signature:** This PILOT Agreement may be executed in counterparts, each of which when so executed and delivered shall be deemed an original, but such counterparts shall together constitute but one and the same instrument. The parties to this PILOT Agreement may deliver executed signature pages by electronic means to the other parties, and the electronic copy will be deemed to be effective as an original.

14. **Governing Law; Venue:** Notwithstanding anything to the contrary set forth herein, this PILOT Agreement shall be governed by the laws of the Commonwealth of Massachusetts, without regard to principles of conflicts of laws. Any suit, claim or action arising hereunder shall solely be brought in a court of competent jurisdiction sitting in Suffolk County, Massachusetts.

15. **No Personal Liability**: Notwithstanding any other provision in this PILOT Agreement, there shall be no recourse against, or any personal liability on the part of, any general or limited partner, member, manager, officer, director, employee or agent of any of the Parties with respect to any payments due or any obligations to be performed hereunder.

16. **Severability**: If any provision of this PILOT Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this PILOT Agreement and the application of such provisions to other persons and circumstances shall not be affected thereby, and shall be enforced to the greatest extent permitted by law, provided that the economic terms of this PILOT Agreement are not thereby materially altered.

17. **Headings**: The headings and captions of the sections of this PILOT Agreement are not to be considered a part of it and shall not be used to interpret, define, or limit the provisions hereof.

18. **Certificates of Compliance**: Upon at least ten (10) business days' notice from the Owner or the Tenant, the City and the BPDA shall provide written confirmation to the Owner or the Tenant and any addressee requested by the Owner or the Tenant that, to the extent then true, this PILOT Agreement remains in full force and effect, is unamended, and there are no defaults by the Owner or the Tenant hereunder. Such confirmation may be relied upon by the Owner or the Tenant and its successors and assigns as owner of the L4 Building, any prospective buyer of the L4 Building or any part thereof, and any lender providing financing in connection with the L4 Building; each such confirmation shall state the same; and each such confirmation shall be binding upon the City and the BPDA and their respective successors and assigns.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, each of the parties hereto has executed this PILOT Agreement as instrument under seal as of the date first written above.

Approved as to form:

CITY OF BOSTON

Eugene L. O'Flaherty *ANC*
City of Boston Corporation Counsel
Eugene L. O'Flaherty

By: *Martin J. Walsh*
Martin J. Walsh
Mayor

CITY OF BOSTON ASSESSING DEPARTMENT

By: *Gayle Willett*
Gayle Willett
Commissioner of Assessing

Approved as to form:

BOSTON REDEVELOPMENT AUTHORITY
d/b/a Boston Planning & Development Agency

E. Renee Feltz
Office of the General Counsel *EF*

By: *Brian P. Golden*
Brian P. Golden
Director

SEAPORT L-4 TITLE HOLDER LLC,
a Delaware limited liability company

By: *Denise A. Grogan*
Name: *Denise A. Grogan*
As Authorized Representative of, and on behalf of,
each of its Members

AMAZON.COM SERVICES, INC.,
a Delaware corporation

By: _____
Name: Braden Cox
Title: Vice President

IN WITNESS WHEREOF, each of the parties hereto has executed this PILOT Agreement as instrument under seal as of the date first written above.

Approved as to form:

CITY OF BOSTON

City of Boston Corporation Counsel

By: 

Martin J. Walsh
Mayor

CITY OF BOSTON ASSESSING DEPARTMENT

By: _____
Gayle Willett
Commissioner of Assessing

Approved as to form:

BOSTON REDEVELOPMENT AUTHORITY
d/b/a Boston Planning & Development Agency

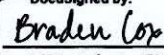
Office of the General Counsel

By: _____
Brian P. Golden
Director

SEAPORT L-4 TITLE HOLDER LLC,
a Delaware limited liability company

By: _____
Name: _____
As Authorized Representative of, and on behalf of,
each of its Members

AMAZON.COM SERVICES, INC.,
a Delaware corporation

DocuSigned by:
By: 

Name: Braden Cox
Title: Vice President

EXHIBIT A

APPLICABLE REDUCTION AMOUNT

For the construction and stabilization period, Fiscal Years 2019 through 2025, the Applicable Reduction Amount is noted on the table below.

After the construction and stabilization period, Fiscal Years 2026 through 2037, the Applicable Reduction Amount may vary depending upon the Jobs Target Percentage, as defined below, reported for the relevant Fiscal Year. The Applicable Reduction Amount will be determined by referring to the Fiscal Year listed below and reading across the table to the column containing the relevant Jobs Target Percentage.

In the event that the Jobs Target Percentage is less than 50% for a given year, after the construction and stabilization period, the Applicable Reduction Amount for such year shall be zero, but this PILOT Agreement shall remain in full force and effect. In the event that the Jobs Target Percentage is less than 50% for two consecutive years, after the construction and stabilization period, then this PILOT Agreement shall terminate and the Office Unit shall thereafter become taxable pursuant to M.G.L. c. 59.

Fiscal Year	Construction and Stabilization Period Reduction Amount
2019	\$0
2020	\$0
2021	\$0
2022	\$0
2023	\$0
2024	\$0
2025	\$0

Fiscal Year	Jobs Target Percentage Date	Jobs Target Percentage meets or exceeds 100%	Jobs Target Percentage is between 80% and 99%	Jobs Target Percentage is between 75% and 79%	Jobs Target Percentage is between 60% and 74%	Jobs Target Percentage is between 50% and 59%
2026	1/1/2025	\$416,667	\$250,000	\$150,000	\$100,000	\$75,000
2027	1/1/2026	\$416,667	\$250,000	\$150,000	\$100,000	\$75,000
2028	1/1/2027	\$416,667	\$250,000	\$150,000	\$100,000	\$75,000
2029	1/1/2028	\$416,667	\$250,000	\$150,000	\$100,000	\$75,000
2030	1/1/2029	\$416,667	\$250,000	\$150,000	\$100,000	\$75,000
2031	1/1/2030	\$416,667	\$250,000	\$150,000	\$100,000	\$75,000
2032	1/1/2031	\$416,667	\$250,000	\$150,000	\$100,000	\$75,000
2033	1/1/2032	\$416,667	\$250,000	\$150,000	\$100,000	\$75,000
2034	1/1/2033	\$416,667	\$250,000	\$150,000	\$100,000	\$75,000
2035	1/1/2034	\$416,667	\$250,000	\$150,000	\$100,000	\$75,000
2036	1/1/2035	\$416,667	\$250,000	\$150,000	\$100,000	\$75,000
2037	1/1/2036	\$416,663	\$250,000	\$150,000	\$100,000	\$75,000

“Full-Time Employee” shall mean an individual who is paid wages by an Amazon 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 Amazon Entity; provided, however, that “Full-Time Employee” shall not include contractors or part-time employees who may be included in a calculation of said Amazon Entity’s full-time equivalent workforce.

“Statewide Amazon Employees” shall mean all Full-Time Employees within the Commonwealth of Massachusetts.

“Statewide Base Amazon Employees” shall be equal to the number of Statewide Amazon Employees as of July 10, 2017.

“New Statewide Amazon Employees” shall mean the number of all Statewide Amazon Employees above Statewide Base Amazon Employees as of the January 1st preceding the start of a given Fiscal 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 Agreement 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 Burt 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 the January 1st preceding the start of a given Fiscal Year.

“Net New Employees” shall mean the lesser of (i) the number of New Corporate Office Employees and (ii) the number of New Statewide Amazon Employees.

“Jobs Target Percentage” shall mean the lesser of (i) the quotient resulting from the division of Net New Employees into 2,900 and (ii) the quotient resulting from the division of the number of Corporate Office Employees at the Office Unit into 2,000, rounded down to the nearest full percentage.

EXHIBIT B

FORM OF DISCLOSURE STATEMENT

BOSTON REDEVELOPMENT AUTHORITY

DISCLOSURE STATEMENT

A. This Disclosure Statement is being filed in association with (check the appropriate box):

- Rule 2 C. (14) of the Rules and Regulations for M.G.L. c. 121A Projects in Boston;
- The sale or lease of Urban Renewal parcels (formerly HUD form 6004);
- A Boston Redevelopment Authority eminent domain action under M.G.L. c. 121B where a PILOT Agreement was be executed with the City of Boston and the Boston Redevelopment Authority.

B. Project Information:

1) Name of Project:

2) Location:

3) Applicant:

4) I hereby state that the true names and addresses of all Persons who have a Beneficial Interest (including the amount of their Beneficial Interest accurate to within one-tenth of one percent if such interest exceeds one percent. To be referred to herein as their "Percentage Interest") in the above-listed Project/ Location are listed below in compliance with the provisions of the Boston Redevelopment Authority Disclosure Statement Policy. [Note: Please provide a copy for our review.]

C. NAME AND RESIDENCE OF EACH PERSON WITH SAID BENEFICIAL INTEREST (continue on separate sheet if necessary):

Percentage Interest

1. Name: _____
Address: _____

2. Name: _____
Address: _____

3. Name: _____
Address: _____

4. Name: _____
Address: _____

5. Name: _____
Address: _____

6. Name: _____
Address: _____

7. Name: _____
Address: _____

8. Name: _____
Address: _____

9. Name: _____
Address: _____

10. Name: _____
Address: _____

D. The undersigned also acknowledges and states that except as stated below, none of the above-listed individuals is an official elected to public office in the Commonwealth of Massachusetts, nor is an employee of the Commonwealth of Massachusetts Division of Capital Asset Management and Maintenance.

E. I hereby state, under the penalties of perjury, that the names and addresses of all firms and professional corporations employing attorneys, real estate brokers, architects, engineers, planners, or surveyors, and all other agents who have acted on behalf of any of the foregoing with respect to the application for Zoning Relief on the above-listed Project/ Location are listed below in compliance with the provisions of the Boston Redevelopment Authority Disclosure Statement Policy.

F. NAMES AND ADDRESSES OF ALL FIRMS AND PROFESSIONAL CORPORATIONS, AND AGENTS WHO HAVE ACTED ON SAID APPLICATION (continue on separate sheet if necessary):

1. Name: _____
Address: _____

2. Name: _____
Address: _____

3. Name: _____
Address: _____

4. Name: _____
Address: _____

5. Name: _____
Address: _____

6. Name: _____
Address: _____

7. Name: _____
Address: _____

8. Name: _____
Address: _____

9. Name: _____
Address: _____

10. Name: _____
Address: _____

SIGNED

Name:
Title:
Date: