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LIMITED PARENT GUARANTY

This Limited Parent Guaranty (this "Guaranty"), effective as of the date of the Contract (as defined below), is made by Amazon.com, Inc., a Delaware corporation ("Amazon.com"), to and for the benefit of **FEM International Drive LLC**, a New Jersey limited liability company ("Beneficiary"). Capitalized terms not otherwise defined herein have the meanings specified in the Contract (defined below).

Recitals

- A. Amazon.com Services, Inc., a directly or indirectly wholly owned subsidiary of Amazon.com ("Subsidiary"), and Beneficiary are parties to that certain Lease Agreement (the "Contract") for property located at 81 International Drive South, Budd Lake, New Jersey.
- B. In order to be assured of payment under the Contract, Beneficiary desires that Amazon.com guaranty the performance of certain payment obligations as set forth herein.

Guaranty

In consideration of the foregoing and to induce Beneficiary to enter into the Contract, Amazon.com agrees as follows.

1. Amazon.com unconditionally and absolutely guarantees to Beneficiary Subsidiary's performance when due and owing of all present and future payment obligations, which are not paid in accordance with the terms of the Contract by Subsidiary. Notwithstanding anything to the contrary set forth in this Guaranty, Amazon.com's maximum cumulative liability under this Guaranty will be 100% of remaining Base Rent owing under the Contract, but not less than the Base Rent due from Tenant for the final twelve (12) months of the Contract term.
2. Under this Guaranty, Amazon.com shall perform (or cause Subsidiary to perform) all payment obligations in accordance with the terms and conditions of the Contract.
3. Amazon.com promises to pay all amounts guaranteed promptly upon receipt of a written notice from Beneficiary which evidences (a) Subsidiary's non-performance of its payment obligations under the Contract; and (b) Beneficiary's first having demanded payment from Subsidiary in writing, which Subsidiary has not honored. Beneficiary's demand upon Subsidiary does not need to include the initiation of legal proceedings and is deemed satisfied if demand upon Subsidiary would violate any stay of collection in effect in an insolvency proceeding. Except to the extent of the demand requirement set forth in this Section 3, Amazon.com waives protest and notice of dishonor or default. This is a guaranty of payment only, and not of collection.
4. This Guaranty is governed as to its validity, construction and performance by the laws of the State of New Jersey, without regard to its conflict of law provisions.
5. Amazon.com agrees that this Guaranty is a continuing guaranty and will remain in full force and effect until all payment obligations under the Contract have been performed as set forth in the Contract, subject to Section 1 above.
6. This Guaranty is binding upon and inures to the benefit of Amazon.com and Beneficiary and their respective successors and assigns.
7. Amazon.com has all rights and defenses that Subsidiary may have to any payment obligation, except that the liability of Amazon.com is not affected by (a) any defense based upon an election of remedies by Beneficiary that destroys or otherwise impairs the subrogation rights of Amazon.com or the right of Amazon.com to proceed against any Subsidiary for reimbursement; (b) any duty on the part of Beneficiary to disclose to Amazon.com any facts Beneficiary may know about any Subsidiary, it being agreed that Amazon.com is fully responsible for being and keeping informed of the financial condition of Subsidiary and of all circumstances bearing on the risk of non-payment of the payment obligations; or (c) any defense arising from the bankruptcy or insolvency of any Subsidiary.
8. All notices hereunder will be given in writing, will refer to this Guaranty and will be personally delivered or sent by overnight courier, or registered or certified mail (return receipt requested). Notices to Amazon.com will be delivered at the following addresses:

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Mail

Amazon.com, Inc.
P.O. Box 81226
Seattle, WA 98108-1226
Attn: Real Estate Manager (NA Ops: DNJ1)

With a copy to:

Amazon.com, Inc.
P.O. Box 81226
Seattle, WA 98108-1226
Attn: General Counsel (Real Estate (NA Ops): DNJ1)

Amazon.com may from time to time change such address by giving Beneficiary notice of such change in accordance with the notice provisions of the Contract.

Courier

Amazon.com, Inc.
410 Terry Avenue North
Seattle, WA 98109-5210
Attn: Real Estate Manager (NA Ops: DNJ1)

With a copy to:

Amazon.com, Inc.
410 Terry Avenue North
Seattle, WA 98109-5210
Attn: General Counsel (Real Estate (NA Ops): DNJ1)

AMAZON.COM, INC.,
a Delaware corporation

DocuSigned by:
By: Tony Masone
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Printed Name: Tony Masone

Its: Assistant Treasurer

Date Signed: September 29, 2019