

SUBORDINATION, NONDISTURBANCE, AND ATTORNMEN T AGREEMENT

This SUBORDINATION, NONDISTURBANCE, AND ATTORNMEN T AGREEMENT (this "Agreement") is entered into as of April 23, 2021 (the "Effective Date"), among GOLDMAN SACHS BANK USA, a New York state-chartered bank, as agent for itself and Barclays Bank PLC and each of the other lenders from time to time (together with each of their respective successors and assigns, collectively, "Lender"), whose address is 200 West Street, New York, New York 10282, Amazon.com Services LLC, a Delaware limited liability company ("Tenant"), whose address is 410 Terry Ave. N, Seattle, Washington 98109, with reference to the following facts:

A. USRE MERRILL VILLE, LLC, a Delaware limited liability company, whose address is 9830 Colomnade Blvd., Suite 600, San Antonio, Texas 78230 ("Landlord"), owns the real property located at 9751 Massachusetts Drive, Crown Point, Indiana 46307 (such real property, including all buildings, improvements, structures and fixtures located thereon, "Landlord's Premises"), as more particularly described in Schedule A.

B. Lender has made a loan to Landlord and certain affiliates of Landlord in the maximum principal amount of \$900,000,000.00, (the "Loan"), all as provided in and subject to the terms and conditions set forth in the Loan Documents (as hereinafter defined).

C. To secure the Loan, Landlord has encumbered Landlord's Premises by entering into that certain Mortgage, Assignment of Rents and Leases, Collateral Assignment of Property Agreements, Security Agreement and Fixture Filing dated as of the date hereof, to and in favor of Lender (as amended, increased, renewed, extended, spread, consolidated, severed, restated, or otherwise changed from time to time, the "Mortgage") to be recorded in the Office of the Recorder of Lake County, Indiana (the "Official Records").

D. Pursuant to a Lease Agreement, dated as of January 22, 2021, (as may be amended, modified, extended, supplemented, or restated from time to time, the "Lease"), Landlord demised to Tenant Landlord's Premises ("Tenant's Premises").

E. Pursuant to each of those agreements by or between Landlord and Tenant as more particularly described in Schedule B (as each may be amended, modified, extended, supplemented, or restated from time to time, collectively, the "Construction Documents"), Landlord and Tenant agreed to certain terms and conditions regarding the development of Landlord's Premises.

F. Tenant and Lender desire to agree upon the relative priorities of their interests in Landlord's Premises and their rights and obligations if certain events occur.

NOW, THEREFORE, for good and sufficient consideration and intending to be legally bound hereby, Tenant and Lender agree:

1. Definitions. The following terms shall have the following meanings for purposes of this Agreement.

1.1 "Civil Asset Forfeiture Reform Act" means the Civil Asset Forfeiture Reform Act of 2000 (18 U.S.C. Sections 983 et seq.), as amended from time to time, and any successor statute.

1.2 "Construction-Related Obligation(s)" means any obligation of Landlord under the Lease or the Construction Documents, as applicable, to make, pay for, or reimburse Tenant for any alterations,

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demolition, or other improvements or work at Landlord's Premises, including Tenant's Premises. Construction-Related Obligations shall not include: (a) reconstruction or repair following fire, casualty or condemnation; or (b) day-to-day maintenance and repairs.

1.3 "Controlled Substances Act" means the Controlled Substances Act (21 U.S.C. Sections 801 et seq.), as amended from time to time, and any successor statute.

1.4 "Foreclosure Event" means: (a) foreclosure under the Mortgage, whether by judicial action or pursuant to nonjudicial proceedings; (b) foreclosure under either Pledge Agreement; (c) any other exercise by Lender of rights and remedies (whether under the Mortgage, either Pledge Agreement or under applicable Law, including bankruptcy law) under the Loan Documents and/or the Mortgage, as a result of which a new person or entity becomes the direct or indirect owner of Landlord's Premises; (d) delivery by Landlord to Lender (or its designee or nominee) of a deed or other conveyance of Landlord's interest in Landlord's Premises in lieu of any of the foregoing; or (e) a transfer of all of the equity interests in Landlord to Lender (or its designee or nominee) in lieu of any of the foregoing.

1.5 "Former Landlord" means Landlord and any other party that was landlord under the Lease at any time before the occurrence of any attornment under this Agreement.

1.6 "Governmental Authority" or "Governmental Authorities" means the government of the United States or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

1.7 "Law" or "Laws" means, collectively, all international, foreign, federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case whether or not having the force of law. With respect to Tenant and the Tenant Premises, "Law" or "Laws" includes all Laws pertaining to the construction, sale, leasing or use of the improvements and to access and facilities for handicapped or disabled persons.

1.8 "Loan Documents" mean the Mortgage and any other document now or hereafter evidencing, governing, securing or otherwise executed in connection with the Loan, including any promissory note and/or loan agreement, pertaining to the repayment or use of the Loan proceeds or to any of the real or personal property, or interests therein, securing the Loan, as such documents or any of them may have been or may be from time to time hereafter renewed, extended, supplemented, increased or modified. This Agreement is a Loan Document.

1.9 "Offset Right" means any right or alleged right of Tenant to any offset, defense (other than one arising from actual payment and performance, which payment and performance would bind a Successor Landlord pursuant to this Agreement), claim, counterclaim, reduction, deduction, or abatement against Tenant's payment of Rent or performance of Tenant's other obligations under the Lease or the Construction Documents, as applicable, arising (whether under the Lease, the Construction Documents or other applicable Law) from Landlord's breach or default under the Lease or the Construction Documents, as applicable.

1.10 "Pledge Agreement" means, individually and/or collectively, as the context may require, (i) that certain Pledge and Security Agreement, by New Economy Assets – Phase 1 Sponsor, LLC, a

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Delaware limited liability company, in favor of Lender, as the same may be amended, extended, renewed, supplemented or otherwise modified from time to time and (ii) that certain Second Amended and Restated Pledge and Security Agreement, by New Economy Assets – Phase 1B, LLC, a Delaware limited liability company, in favor of Lender, as the same may be amended, extended, renewed, supplemented or otherwise modified from time to time.

1.11 “Rent” means any fixed rent, base rent or additional rent under the Lease.

1.12 “Successor Landlord” means, (1) any party that becomes owner of Landlord’s Premises as a result of a Foreclosure Event, or (2) the Landlord upon the occurrence of a Foreclosure Event described in clauses (b), (c), or (e) of the definition thereof.

2. Subordination. The Lease and the Construction Documents (including all rights of first refusal, purchase options and other rights of purchase under the Lease or the Construction Documents), shall be, and shall at all times remain, subject and subordinate to the Mortgage, the lien and security interest imposed by the Mortgage and the right to enforce such lien or security interest, and all advances made under or secured by the Loan Documents. Tenant hereby intentionally and unconditionally subordinates the Lease and the Construction Documents and all of Tenant’s right, title and interest thereunder, in either case, and in and to Landlord’s Premises (including Tenant’s right, title and interest in connection with any insurance proceeds or eminent domain awards or compensation relating to Landlord’s Premises and Tenant’s right to receive and retain any rentals or payments made under any sublease or concession agreement of or relating to any portion of Tenant’s Premises), to the lien of the Mortgage and all of Lender’s rights and remedies thereunder, and agrees that the Mortgage shall unconditionally be and shall at all times remain a lien on Landlord’s Premises prior and superior to the Lease and the Construction Documents.

3. Nondisturbance: Recognition: and Attornment.

3.1 No Exercise of Mortgage Remedies Against Tenant. So long as the Lease or the Construction Documents, as applicable, has not been terminated on account of Tenant’s default that has continued beyond applicable cure periods (an “Event of Default”), Lender shall not name or join Tenant as a defendant in any judicial action or proceeding that is commenced pursuant to the exercise of Lender’s rights and remedies arising upon a default by Landlord under the Mortgage unless (a) applicable Law requires Tenant to be made a party thereto as a condition to proceeding against Landlord or in order to prosecute or otherwise fully enforce such rights and remedies; or (b) such joinder of Tenant is required for the recovery by Lender of any Rent or other amounts at any time owing by Tenant under the Lease or the Construction Documents, whether pursuant to the assignment of rents set forth in the Mortgage or otherwise; or (c) such joinder is required in order to enforce any right of Lender to enter Landlord’s Premises for the purpose of making any inspection or assessment, or in order to protect the value of Lender’s security provided by the Mortgage. In any instance in which Lender is permitted to join Tenant as a defendant as provided above, Lender agrees not to terminate the Lease or the Construction Documents or otherwise adversely affect Tenant’s rights under the Lease, the Construction Documents or this Agreement in or pursuant to such action or proceeding, unless an Event of Default by Tenant has occurred and is continuing. The foregoing provisions of this Section shall not be construed in any manner that would prevent Lender from (i) carrying out any nonjudicial foreclosure proceeding under the Mortgage, or (ii) obtaining the appointment of a receiver for the Landlord’s Premises as and when permitted under applicable Law.

3.2 Nondisturbance and Attornment. If the Lease or the Construction Documents, as applicable, has not been terminated on account of an Event of Default by Tenant, then, when Successor Landlord takes title to Landlord’s Premises (if applicable): (a) Successor Landlord shall not terminate the

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Lease or the Construction Documents, as applicable, or disturb Tenant's possession of Tenant's Premises under the Lease, except in accordance with the terms of the Lease and this Agreement; (b) Successor Landlord shall be bound to Tenant under all the terms and conditions of the Lease and the Construction Documents, as applicable (except as provided in this Agreement); (c) Tenant shall recognize and attorn to Successor Landlord as Tenant's direct landlord and/or counterparty under the Lease and the Construction Documents, as applicable, as affected by this Agreement; and (d) the Lease and the Construction Documents shall continue in full force and effect as a direct lease or agreement, as applicable, in accordance with their respective terms (except as provided in this Agreement), between Successor Landlord and Tenant.

3.3 Use of Proceeds. Lender, in making any advances of the Loan pursuant to any of the Loan Documents, shall be under no obligation or duty to, nor has Lender or any Lender represented to Tenant that it will, see to the application of such proceeds by the person or persons to whom such advances are disbursed, and any application or use of such proceeds for purposes other than those provided for in any Loan Document shall not defeat Tenant's agreement to subordinate the Lease and the Construction Documents in whole or in part as set forth in this Agreement.

3.4 Further Documentation. The provisions of this Article shall be effective and self-operative without any need for Successor Landlord or Tenant to execute any further documents. Tenant and Successor Landlord shall, however, confirm the provisions of this Article in writing upon request by either of them.

3.5 Default Under Mortgage. In the event that Lender notifies Tenant of a default under the Mortgage and demands that Tenant pay its rent and all other sums due under the Lease and the Construction Documents directly to Lender, Tenant shall honor such demand and pay the full amount of its rent and all other sums due under the Lease and the Construction Documents directly to Lender, without offset, or as otherwise required pursuant to such notice beginning with the payment next due after such notice of default, without inquiry as to whether a default actually exists under the Mortgage and notwithstanding any contrary instructions of or demands from Landlord. The consent and approval of Landlord to this Agreement shall constitute an express authorization for Tenant to make such payments to Lender and a release and discharge of all liability of Tenant to Landlord for any such payments made to Lender in compliance with Lender's written demand.

3.6 Lender as Trustee. Tenant and Landlord agree that Lender is the Trustee (as such term is defined in the Lease) and that, in the event that Tenant is obligated to, or Landlord has the right to require Tenant to, deposit condemnation awards or insurance proceeds with Trustee in accordance with the terms and conditions of the Lease, Tenant shall deposit such insurance proceeds with Lender in accordance with the terms and conditions of the Lease. Provided that Tenant has not terminated (or notified Landlord that it intends to terminate) the Lease in connection with a casualty or condemnation, and the Lease has not otherwise expired or been terminated, Lender shall disburse such condemnation awards or insurance proceeds deposited with Lender to Tenant to the extent Tenant is entitled to such condemnation awards or insurance proceeds under the Lease or to Landlord to the extent Landlord is obligated to repair and restore the Landlord's Premises, and permit Tenant or Landlord, as applicable, to apply such condemnation awards or insurance proceeds to the repair and restoration of Landlord's Premises in accordance with the terms and conditions of the Lease.

3.7 Change in Control. Notwithstanding anything to the contrary contained in the Lease or this Agreement, Tenant agrees that any option to purchase, right of first refusal to purchase or right of first offer to purchase Landlord's Premises, or any portion thereof, as may be provided in the Lease shall not apply to any Successor Landlord or the first transfer of Landlord's Premises following a Foreclosure

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Event pursuant to which Successor Landlord acquires title to all or any part of Landlord's Premises or pursuant to clauses (b), (c), or (e) of the definition of Foreclosure Event, as applicable.

3.8 Mechanic's Liens. Tenant has no express or implied authority to create or place any lien or encumbrance of any kind upon, or in any manner to bind the interest of Landlord or Tenant in, the Landlord's Premises or the Tenant's Premises, including those who may furnish materials or perform labor for any construction or repairs. Tenant covenants and agrees that it will pay or cause to be paid all sums legally due and payable by it on account of any labor performed or materials furnished in connection with any work performed by Tenant on the Landlord's Premises, and that it will save and hold Lender harmless from all loss, cost or expense based on or arising out of asserted claims or liens with respect to such work against the leasehold estate or against the interest of Landlord in the Landlord's Premises or the interest of Tenant in the Tenant's Premises or under the Lease or the Construction Documents.

3.9 Environmental Liability Coverage and Operating Expenses. Notwithstanding anything to the contrary contained in the Lease or this Agreement, the cost of any blanket environmental liability coverage included in the overall property insurance of Successor Landlord shall be included in Operating Expenses if Tenant is named as an additional insured on such environmental liability coverage.

4. Protection of Successor Landlord. Notwithstanding anything to the contrary in the Lease, the Construction Documents or the Mortgage, Successor Landlord shall not be liable for or bound by any of the following matters:

4.1 Claims Against Former Landlord. Any Offset Right that Tenant may have against any Former Landlord relating to any event or occurrence before the date of attornment, including any claim for damages of any kind whatsoever as the result of any breach by Former Landlord that occurred before the date of attornment. (The foregoing shall not limit either (a) Tenant's right to exercise against Successor Landlord any Offset Right otherwise available to Tenant because of events occurring after the date of attornment provided, that the amount of the offset in any given month shall not exceed twenty-five percent (25%) of the Base Rent (as defined in the Lease) payment for such month, or (b) Successor Landlord's obligation to correct any conditions that existed as of the date of attornment and violate Successor Landlord's obligations as landlord or counterparty under the Lease or the Construction Documents, as applicable.)

4.2 Acts or Omissions of Former Landlord. Any act, omission, default, misrepresentation, or breach of warranty, of any previous landlord (including Former Landlord) or obligations accruing prior to Successor Landlord's actual ownership of the Landlord's Premises.

4.3 Prepayments. Any payment of Rent or other amounts that Tenant may have made to Former Landlord more than thirty (30) days before the date such Rent or other amounts were first due and payable under the Lease or Construction Documents with respect to any period after the date of attornment other than, and only to the extent that, the Lease expressly required such a prepayment.

4.4 Payment: Security Deposit. Any obligation (a) to pay Tenant any sum(s) that any Former Landlord owed to Tenant, or (b) with respect to any security deposited with Former Landlord, unless such security was actually delivered to Lender. This Section is not intended to apply to Landlord's obligation to make any payment that constitutes a Construction-Related Obligation.

4.5 Modification: Amendment or Waiver. Any modification or amendment of the Lease or the Construction Documents, or any waiver of any terms of the Lease or the Construction Documents, made without Lender's written consent.

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4.6 Surrender; Etc. Any consensual or negotiated surrender, cancellation, or termination of the Lease or the Construction Documents, in whole or in part, agreed upon between Landlord and Tenant, unless effected unilaterally by Tenant pursuant to the express terms of the Lease or the Construction Documents, as applicable.

4.7 Construction-Related Obligations. Any Construction-Related Obligation of Landlord under the Lease or the Construction Documents.

5. Exculpation of Successor Landlord. Notwithstanding anything to the contrary in this Agreement, the Lease or the Construction Documents, upon any attornment pursuant to this Agreement the Lease and the Construction Documents shall be deemed to have been automatically amended to provide that Successor Landlord's obligations and liability under the Lease and the Construction Documents shall never extend beyond Successor Landlord's (or its successors' or assigns') interest, if any, in Landlord's Premises from time to time, including insurance and condemnation proceeds, Successor Landlord's interest in the Lease and the Construction Documents, and the proceeds from any sale or other disposition of Landlord's Premises by Successor Landlord (collectively, "Successor Landlord's Interest"). Tenant shall look exclusively to Successor Landlord's Interest (or that of its successors and assigns) for payment or discharge of any obligations of Successor Landlord under the Lease and the Construction Documents as affected by this Agreement. If Tenant obtains any money judgment against Successor Landlord with respect to the Lease or the Construction Documents or the relationship between Successor Landlord and Tenant, then Tenant shall look solely to Successor Landlord's Interest (or that of its successors and assigns) to collect such judgment. Tenant shall not collect or attempt to collect any such judgment out of any other assets of Successor Landlord. In addition to any limitation of liability set forth in this Agreement, Lender, and/or their successors and assigns shall under no circumstances be liable for any incidental, consequential, punitive, or exemplary damages.

6. Lender's Right to Cure.

6.1 Notice to Lender. Notwithstanding anything to the contrary in the Lease, the Construction Documents or this Agreement, before exercising any rights and remedies of Tenant at law or under the Lease or the Construction Documents in the event of any breach or default by Landlord thereunder or arising from Landlord's negligence or willful misconduct, in either case (including any defenses at law or defense provisions contained in the Lease or the Construction Documents, as applicable), Tenant shall provide Lender with notice of the breach or default by Landlord giving rise to same (the "Default Notice") and, thereafter, the opportunity to cure such breach or default as provided for below.

6.2 Lender's Cure Period. After Lender receives a Default Notice, Lender shall have a period of thirty (30) days beyond the time available to Landlord under the Lease or the Construction Documents, as applicable, in which to cure the breach or default by Landlord. Lender shall have no obligation to cure (and shall have no liability or obligation for not curing) any breach or default by Landlord, except to the extent that Lender agrees or undertakes otherwise in writing.

6.3 Extended Cure Period. In addition, as to any breach or default by Landlord the cure of which requires possession and control of Landlord's Premises, provided only that Lender undertakes to Tenant by written notice to Tenant within thirty (30) days after receipt of the Default Notice to exercise reasonable efforts to cure or cause to be cured by a receiver such breach or default within the period permitted by this Section, Lender's cure period shall continue for such additional time (the "Extended Cure Period") as Lender may reasonably require to either (a) obtain possession and control of Landlord's Premises and thereafter cure the breach or default with reasonable diligence and continuity, or (b) obtain

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the appointment of a receiver and give such receiver a reasonable period of time in which to cure the default.

7. Confirmation of Facts. Tenant represents to Lender and to any Successor Landlord, in each case as of the Effective Date:

7.1 Effectiveness of Lease. Each of the Lease and the Construction Documents is in full force and effect, has not been modified, and together constitutes the entire agreement between Landlord and Tenant relating to Tenant's Premises. Tenant has no interest in Landlord's Premises except pursuant to the Lease and the Construction Documents. No unfulfilled conditions exist to Tenant's obligations under the Lease or the Construction Documents.

7.2 Rent. No Rent or other amounts are yet due and payable under the Lease or the Construction Documents and Tenant has not yet paid any Rent or other amounts under the Lease or the Construction Documents.

7.3 No Landlord Default. To the best of Tenant's knowledge, no breach or default by Landlord exists under the Lease or the Construction Documents, and no event has occurred that, with the giving of notice, the passage of time or both, would constitute such a breach or default under the Lease or the Construction Documents.

7.4 No Tenant Default. Tenant is not in default under the Lease or the Construction Documents and has not received any uncured notice of any default by Tenant under the Lease or the Construction Documents.

7.5 [Intentionally Omitted]

7.6 Commencement Date. The "Commencement Date" of the Lease has not yet occurred.

7.7 No Prior Subordination. Tenant has not previously subordinated the Lease or the Construction Documents to any other security instrument or lien on Landlord's Premises, except as expressly set forth in the Lease or the Construction Documents, as applicable.

7.8 No Transfer. Tenant has not transferred, encumbered, mortgaged, assigned, conveyed or otherwise disposed of the Lease or the Construction Documents, or any interest therein.

7.9 Due Authorization. Tenant has full authority to enter into this Agreement, which has been duly authorized by all necessary actions.

7.10 No Violations of Laws. Tenant has not violated, and shall not violate, any Laws affecting Tenant's Premises, including the Controlled Substances Act, or which could otherwise result in the commencement of a judicial or nonjudicial forfeiture or seizure proceeding by a Governmental Authority (including the commencement of any proceedings under the Civil Asset Forfeiture Reform Act) on the grounds that Tenant's Premises or any part thereof has been used to commit or facilitate the commission of a criminal offense by any person, including Tenant, pursuant to any Law, including the Controlled Substances Act, regardless of whether or not Tenant's Premises is or shall become subject to forfeiture or seizure in connection therewith.

8. Miscellaneous.

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8.1 Notices. All notices or other communications required or permitted under this Agreement shall be in writing and given by certified mail (return receipt requested) or by nationally recognized overnight courier service that regularly maintains records of items delivered. Each party's address is as set forth in the opening paragraph of this Agreement, subject to change by notice under this Section. With respect to any notice given to Lender, a copy of such notice shall also be given to Lender's counsel at the following address: Gibson, Dunn & Crutcher LLP, 200 Park Avenue, New York, New York 10166, Attention: Aaron Beim, Esq. Notices shall be effective the next business day after being sent by overnight courier service, and five (5) business days after being sent by certified mail (return receipt requested).

8.2 Successors and Assigns. This Agreement shall bind and benefit the parties, their successors and assigns, any Successor Landlord, and its successors and assigns. If Lender assigns the Mortgage, then upon delivery to Tenant of written notice thereof accompanied by the assignee's written assumption of all obligations under this Agreement, all liability of the assignor shall terminate.

8.3 Entire Agreement. This Agreement constitutes the entire agreement between Lender and Tenant regarding the subordination of the Lease and the Construction Documents to the Mortgage and the rights and obligations of Tenant and Lender as to the subject matter of this Agreement.

8.4 Interaction among Lease, Construction Documents and Mortgage; Severability. If this Agreement conflicts with the Lease or the Construction Documents, then this Agreement shall govern as between the parties and any Successor Landlord, including upon any attornment pursuant to this Agreement. This Agreement supersedes, and constitutes full compliance with, any provisions in the Lease or the Construction Documents that provide for subordination of the Lease or the Construction Documents, as applicable, to, or for delivery of nondisturbance agreements by the holder of, the Mortgage. Lender confirms that Lender has consented to Landlord's entering into the Lease and the Construction Documents. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, such provision shall be considered severed from the rest of this Agreement and the remaining provisions shall continue in full force and effect as if such provision had not been included.

8.5 Lender's Rights and Obligations. Except as expressly provided for in this Agreement, Lender shall have no obligations to Tenant with respect to the Lease or the Construction Documents. If an attornment occurs pursuant to this Agreement, then all rights and obligations of Lender under this Agreement shall terminate, without thereby affecting in any way the rights and obligations of Successor Landlord provided for in this Agreement. All rights and remedies referenced herein in favor of the Lender shall be held by Lender and shall be exercised or not exercised by the Lender in accordance with the terms and conditions set forth in the Loan Documents.

8.6 Interpretation; Governing Law. The interpretation, validity and enforcement of this Agreement shall be governed by and construed under the internal laws of the State of New York, excluding its principles of conflict of laws.

8.7 Amendments. This Agreement may be amended, discharged or terminated, or any of its provisions waived, only by a written instrument executed by the party to be charged.

8.8 Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

8.9 Lender's Representation. Lender represents that Lender has full authority to enter into this Agreement, and Lender's entry into this Agreement has been duly authorized by all necessary actions.

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8.10 Reliance by Lender. Tenant acknowledges the right of Lender (as well as any Successor Landlord) to rely upon the certifications and agreements in this Agreement in making the Loan to Landlord.

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Property of Lake County Recorder

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TENANT:

AMAZON.COM SERVICES LLC,
a Delaware limited liability company

By: [Signature]
Name: Joshua Abells
Title: Authorized Signatory

STATE OF WASHINGTON §
§
COUNTY OF KING §

I certify that I know or have satisfactory evidence that Joshua Abells is the person who appeared before me, and s/he acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the Authorized Signatory of Amazon.com Services LLC, a Delaware limited liability company, to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

Dated this 1 day of April, 2021



[Signature]
(Signature of Notary)
Shavon Kline
(Print Name of Notary)
Notary Public in and for the State of Washington,
residing at Seattle, WA
My commission expires: September 12, 2024

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USRE MERRILLVILLE, LLC,
a Delaware limited liability company

By: New Economy Assets – Phase 1B, LLC,
a Delaware limited liability company,
its sole member

By: New Economy Assets – Phase 1 Sponsor, LLC,
a Delaware limited liability company,
its sole member

By: 
Name: **Michael Boyd**
Title: **Secretary**

Property of Lake County Recorder

ACKNOWLEDGMENT

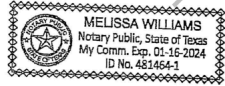
STATE OF Texas
COUNTY OF Brewer

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Personally appeared before me, the undersigned authority in and for the said county and state, on this 14th day of March, 2021, within my jurisdiction, the within named Michael Boyd, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he executed the same in his representative capacity, and that by his signature on the instrument, and as the act and deed of the entity upon behalf of which he acted, executed the above and foregoing instrument, after first having been duly authorized so to do.


NOTARY PUBLIC IN AND FOR THE STATE OF Texas

My commission expires: 1-16-2024



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SCHEDULE A

Description of Landlord's Premises

LOT 18 OF THE AMERIPLEX AT THE CROSSROADS, LOT 18, AS PER PLAT THEREOF, RECORDED DECEMBER 9, 2020 IN PLAT BOOK 113, PAGE 87, AS INSTRUMENT NO. 2020-090618, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

Together with beneficial easements set forth in Declaration of Easements, Covenants and Restrictions for Ameriplex at the Crossroads, made by AMERIPLEX PRF, LLC, an Indiana limited liability company, recorded June 7, 2005 as document 2005046751, and the terms and provisions contained therein. Joinder in Declaration of Easements, Covenants and Restrictions for Ameriplex at the Crossroads, made by Purdue research Foundation (PRF), an Indiana corporation, recorded July 6, 2005 as document 2005055881.

Joinder in Declaration of Easements, Covenants and Restrictions for Ameriplex at the Crossroads, made by EON PROPERTIES, LLC, recorded June 8, 2007 as document 2007047040.

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SCHEDULE B

Construction Documents

1. Construction Agency Agreement, dated as of January 22, 2021 between Tenant and Landlord.

Property of Lake County Recorder