

KeyBank National Association  
Confidentiality and Indemnification Agreement

Investor: \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Asset Manager: \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

THIS CONFIDENTIALITY AND INDEMNIFICATION AGREEMENT (this “**Agreement**”) is made effective by the investor (“**Investor**”) and the asset manager (“**Asset Manager**”) (each described above) in favor of KeyBank National Association (“**Key**”) and the other parties described herein as of the date indicated adjacent to Investor’s signature at the end of this Agreement (the “**Effective Date**”).

Recitals

The following recitals are a material part of this Agreement:

A. Investor is either (i) a registered holder or beneficial owner of, or is considering an investment in, certain commercial mortgage pass-through certificates (collectively, the “**Certificates**”) issued in connection with certain commercial mortgage-backed securitization transactions (each, a “**Securitization**”), or (ii) an owner and holder of a mezzanine loan related to a commercial mortgage loan included in a Securitization (a “**Mezzanine Loan**”). Asset Manager provides certain services to Investor, including investment advice and asset management services with respect to the Certificates and/or the Mezzanine Loan. The Certificates for each Securitization have been or will be issued pursuant to a related pooling and servicing agreement (in each case, a “**PSA**”) that governs the creation of a trust (in each case, the “**Trust**”) by a depositor (in each case, the “**Depositor**”). Each Trust contains or will contain various commercial mortgage loans (the “**Loans**”) and is or will be maintained and administered by a trustee (the “**Trustee**”) for the benefit of the holders or owners of the applicable Certificates.

B. Key is the master servicer for each Securitization pursuant to the terms and conditions of the related PSA and, in that capacity, services and administers the Loans included in the related Trust. Each Mezzanine Loan and related securitized Loan are typically subject to an intercreditor agreement pursuant to which the owner of the Mezzanine Loan is entitled to receive certain information regarding the condition and performance of the Loan and the mortgaged property securing the Loan. Key maintains an internet website (the “**Website**”) for the purpose of disseminating information regarding the Loans included in the Trusts.

C. For the purposes of Investor's surveillance, either directly or through Asset Manager, of Investor's current or potential investment in Certificates or Mezzanine Loans, Investor and Asset Manager are requesting access to certain information, documents and reports on the Website regarding one or more Securitizations, or one or more of the Loans included in a Securitization, and other information related thereto (collectively, the "**Information**").

D. In consideration of Key disclosing and granting access to the Information, Investor and Asset Manager have agreed to enter into, and to observe and perform the terms, conditions and obligations under, this Agreement.

#### Agreement

Investor and Asset Manager hereby certify and agree as follows:

1. Investor will, as of the Effective Date and from time to time thereafter at Key's request, provide in writing to Key (a) an itemized list of the Securitizations for which Investor is an owner or holder of Certificates or is considering an investment in such Certificates, (b) an itemized list of Loans and corresponding Securitizations related to the Mezzanine Loans owned by Investor or in which Investor is considering an investment, and (c) a list of employees and representatives of Investor and Asset Manager for which access to the Website is requested (each, a "**User**"). The initial lists of Securitizations, Certificates, Loans, Mezzanine Loans and Users as of the Effective Date are set forth on Schedule I of this Agreement. Investor and Asset Manager acknowledge and agree that such lists (x) will be conclusively relied upon by Key without further investigation and (y) shall be deemed representations and warranties by Investor and Asset Manager under this Agreement of the Securitizations, Certificates, Loans, Mezzanine Loans and related Information that are subject to this Agreement and of the Users that will have access to the Website and the Information. Each of Investor and Asset Manager represents and warrants that its identity and contact information set forth at the beginning of this Agreement is true and accurate as of the Effective Date and agrees that it will update such information in writing promptly following any change thereto.

2. Each of Investor and Asset Manager acknowledges and agrees that its agreements, duties and obligations under this Agreement, and the protections afforded by this Agreement, are intended by Investor or Asset Manager, respectively, to be ongoing and that this Agreement covers any Information made available to Investor or Asset Manager, respectively, (a) concurrently with or after its execution and delivery of this Agreement, (b) in connection with Securitizations that exist as of the Effective Date and that close after the Effective Date, and (c) in connection with Investor's current ownership of Certificates or Mezzanine Loans, or Investor's consideration of an investment in Certificates or Mezzanine Loans. Each of Investor and Asset Manager further agrees that (x) it will, at any time and from time to time as requested by Key, including in connection with obtaining access to Information regarding any Securitization, reaffirm (in writing or otherwise and in the form requested by Key) the terms and conditions of this Agreement and (y) any such reaffirmation effected by an electronic confirmation on the Website shall be effective without delivery of an executed document.

3. Investor and Asset Manager acknowledge and agree that:

(a) They will each keep the Information confidential (except from each other, from their respective accountants and attorneys, and otherwise from such governmental or banking authorities or agencies to which Investor or Asset Manager is subject);

(b) The Information will not, without Key's prior written consent, be otherwise disclosed by Investor or Asset Manager or by any of their respective affiliates, officers, directors, shareholders, partners, members, managers, employees, agents, representatives or Users (collectively, the "**Investor Parties**") in any manner whatsoever, in whole or in part (except that Investor and Asset Manager may provide applicable Information to any other person that owns or holds or is contemplating the purchase of any related Certificate or Mezzanine Loan, or interest therein, but only if such person

confirms in writing such ownership interest or prospective ownership interest and agrees to keep such Information confidential in the same manner and under the same terms as provided in this Agreement);

(c) Neither Investor nor Asset Manager will use or disclose the Information in any manner that (i) could result in a violation of any provision of (or any rule or regulation promulgated under) the Securities Act of 1933, as amended (the “*Securities Act*”), or the Securities Exchange Act of 1934, as amended, or (ii) would require registration of any Certificate pursuant to Section 5 of the Securities Act;

(d) The Information will be provided to Investor and Asset Manager for the purposes of, and the Information may be used only in connection with, Investor’s evaluation, either directly or through Asset Manager, of Investor’s existing or potential investment in any Certificates or Mezzanine Loans;

(e) Investor and Asset Manager will (i) access the Information on the Website only as long as the purpose of doing so meets the requirements of, and only for the purposes set forth in, this Agreement and (ii) access only that portion of the Information that relates to such purposes;

(f) Investor and Asset Manager will (i) keep each username and password issued by Key confidential and not disclose any such username or password to any person other than the User for which such username and password were issued, (ii) advise each User of the existence of this Agreement and the confidential nature of the Information and such username and password, (iii) cause each User to observe and perform the restrictions, duties and obligations of Investor and Asset Manager under this Agreement and to maintain the confidentiality of the Information and such username and password; and

(g) Without limiting the foregoing, neither Investor nor Asset Manager will use any Information regarding any Loan, any borrower, guarantor or other obligor under any Loan, or any property or other collateral securing any Loan, to identify loan or leasing opportunities or solicit borrowers or lessors for transactions for Investor, Asset Manager, or any of the other Investor Parties.

4. Investor and Asset Manager further acknowledge and agree that:

(a) Their reliance upon the Information will be at their sole risk, and Key does not and will not make any representations or warranties as to, and will assume or accept no responsibility for, (i) the accuracy, reliability or completeness of any of the Information or (ii) the availability or accessibility of the Website;

(b) Key has not undertaken any obligation to verify the accuracy, reliability or completeness of, and has not made any independent investigation of, any Information on the Website (including any Information (i) provided to Key by any borrower or guarantor of a Loan, any primary servicer, subservicer or special servicer of a Loan, any party to the applicable PSA or any other person (which may constitute a substantial portion of the Information) or (ii) derived from information provided by such persons);

(c) Key reserves the right (without notice or liability, and without any obligation) to correct any error or omission in any portion of the Information;

(d) Key may, when it displays any Information on the Website, (i) indicate the source of such Information and affix thereto any disclaimer it deems appropriate in its discretion and (ii) contemporaneously provide such Information to the related Depositor, the related Trustee, any underwriter or rating agency related to the subject Securitization, or any holder or owner of the related Certificates or Mezzanine Loans;

(e) Key will provide access to Securitization-level or Loan-level Information, as the case may be, based on the representations and warranties of Investor and Asset Manager in this Agreement, and (i) neither Investor nor Asset Manager will attempt to gain access to Information outside the scope of each related Securitization (if Investor is a current or potential investor in Certificates) or

Loan (if Investor is a current or potential investor in Mezzanine Loans) and (ii) each of Investor and Asset Manager will immediately report to Key any access to, and will not access or permit access to, Information outside the scope of the Information described in *clause (i)*; and

(f) Investor and Asset Manager have read the User Agreement (<https://www.key.com/about/misc/user-agreement.html>) with respect to general access to the Website and hereby agree to be bound by the terms of such User Agreement, which are hereby incorporated into this Agreement as though fully set forth.

5. Investor and Asset Manager shall be fully liable, jointly and severally, for any breach of any representation, warranty, obligation or duty under this Agreement by Investor, Asset Manager or any of the other Investor Parties and shall indemnify and hold harmless Key, the Depositors, the Trustees, the Trusts, each other servicer of any Securitization and their respective affiliates, officers, directors, shareholders, partners, members, managers, employees, agents or representatives (collectively, the “**Indemnified Parties**”) for any damage, loss, claim, expense, cost or liability (including legal fees and expenses and the costs of enforcing this Agreement) incurred in connection with or relating to this Agreement or otherwise arising out of or resulting from any unauthorized use or disclosure of the Information or any other such breach of this Agreement by any Investor Party. Investor and Asset Manager also acknowledge and agree that money damages would be both incalculable and an insufficient remedy for any breach of the terms of this Agreement by any Investor Party and that any Indemnified Party may seek equitable relief, including injunction and specific performance, as a remedy for any such breach (such remedies not being the exclusive remedies for a breach of this Agreement and rather being in addition to all other remedies available at law or equity). Without limiting any other provision of this Agreement, neither Key nor any Indemnified Party shall be liable to Investor, Asset Manager or any other Investor Party for any action taken or not taken pursuant to this Agreement or for any inaccuracy, unreliability or incompleteness of any of the Information. Key and each other Indemnified Party may rely in good faith on any document of any kind that, *prima facie*, is properly executed and submitted by any person in connection with any matters arising under this Agreement. The provisions of this Section 5 shall survive any termination of this Agreement. Without limiting the foregoing, each Indemnified Party is a third-party beneficiary of this Agreement.

6. Investor and Asset Manager acknowledge and agree that Key has no duty or obligation to provide to Investor or Asset Manager any Information subject to this Agreement (except to the extent that Investor has specific rights under a PSA to obtain certain information from the related master servicer). This Agreement may be terminated at any time by Investor, Asset Manager or Key (or, in the case of Key, may be limited to or reduced to certain Information regarding certain Securitizations and related Loans) without cause and without the payment of any fee or penalty, but any such termination shall be without prejudice to any rights of Key or any other Indemnified Party under this Agreement.

7. This Agreement shall be construed in accordance with the laws of the State of New York, and the obligations, rights and remedies of Investor, Asset Manager, Key and the other third-party beneficiaries of this Agreement shall be determined in accordance with such laws. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted.

8. The terms “include”, “including” and similar terms shall be construed as if followed by the phrase “without being limited to.” The term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision or section of this Agreement. The term “person” includes any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof. The terms “Investor” and “Asset Manager”

include any User designated by Investor or Asset Manager and, to the extent Investor or Asset Manager has any duty or obligation under this Agreement, Investor or Asset Manager, as applicable, shall cause any such User to observe or perform such duty or obligation. Words importing the singular number shall mean and include the plural number, and vice versa.

9. Any decision or determination made by Key under this Agreement will be made in Key's sole and absolute discretion and will be final and conclusive (except as may be otherwise expressly and specifically provided in this Agreement).

10. For the purpose of facilitating the execution of this Agreement, the signatures of Investor and Asset Manager delivered by facsimile or other electronic transmission shall be deemed to constitute original and fully effective signatures.

***[Remainder of Page Left Intentionally Blank; Signature Page Follows]***

IN WITNESS WHEREOF, Investor and Asset Manager have caused this Agreement to be executed by their duly authorized signatories as of the Effective Date.

Effective Date: \_\_\_\_\_

Investor: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Asset Manager: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Schedule I**

(Securitizations, Certificates, Loans, Mezzanine Loans & Users)

Investor is a current or potential investor in Certificates:

<u>Securitization(s):</u>	<u>Certificate(s):</u>	<u>Amount (\$):</u>	<u>User(s):</u>

Investor is a current or potential investor in Mezzanine Loans:

<u>Mezzanine Loan(s):</u>	<u>Related Loan:</u>	<u>Related Securitization:</u>	<u>User(s):</u>