

CONFIDENTIALITY AND INDEMNIFICATION AGREEMENT

THIS CONFIDENTIALITY AND INDEMNIFICATION AGREEMENT (this “**Agreement**”) is made effective as of [] (the “**Effective Date**”), by each investor or prospective investor described on Schedule I to this Agreement (“**Investor**”) 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 the owner of that certain mezzanine loan (the “**Mezzanine Loan**”) identified on Schedule I to this Agreement. The Mezzanine Loan is related to that certain commercial mortgage-backed securitization transactions (each, a “**Securitization**”) identified on Schedule I to this Agreement.
- B. The Securitization is governed pursuant to a related pooling and servicing agreement or trust and servicing agreement (in each case, a “**Servicing Agreement**”) that governs the creation of a trust (in each case, the “**Trust**”) by a depositor (in each case, the “**Depositor**”). The Trust contains the commercial mortgage loan (the “**Mortgage Loan**”) related to the Securitization.
- C. Key is a servicer or master servicer for the Securitization pursuant to the terms and conditions of the related Servicing Agreement and, in that capacity, services and administers the Mortgage Loan included in the Trust. Key maintains an internet website (the “**Website**”) for the purpose of disseminating information regarding the Mortgage Loan included in the Trust.
- D. For the purposes of Investor’s surveillance of its current investment in the Mezzanine Loan, Investor is requesting access to certain information, documents and reports on the Website regarding the Mortgage Loan included in the Securitization, and other information related thereto (collectively, the “**Information**”).
- E. In consideration of Key disclosing and granting access to the Information, Investor has agreed to enter into, and to observe and perform the terms, conditions and obligations under, this Agreement.

Agreement

Investor hereby certifies and agrees as follows:

1. In connection with entering into this Agreement, and from time to time thereafter at Key’s request, Investor will provide in writing to Key (a) an itemized list of the Securitizations for which Investor is an owner or holder of a Mezzanine Loan related to such Securitization and (b) a list of employees and representatives of Investor for which access to the Website is requested (each, a “**User**”). The initial lists of Investor, Securitization, Mezzanine Loan, Mortgage Loan, and Users as of the Effective Date are set forth on Schedule I of this Agreement. Investor acknowledges and agrees that Schedule I to this Agreement (as such schedule may be amended and updated from time to time as provided in this Agreement) (x) will be conclusively relied upon by Key without further investigation and (y) will be deemed representations and warranties by Investor under this Agreement of the Investor, Securitization, Mezzanine Loan, Mortgage Loan, and related Information that are subject to this Agreement and of Investor’s Users that will have access to the Website and the Information. Investor represents and warrants that its identity and contact information set forth on Schedule I to 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. Investor and Key acknowledge and agree that from and after the Effective Date Schedule I to this Agreement may

be updated from time to time by Investor delivering to Key in writing a request to add or remove an Investor, Securitization, Mezzanine Loan, Mortgage Loan, or Users, as applicable. As of the date such Investor is added to this Agreement, each such Investor shall be treated for all purposes as, and shall be deemed to have assumed the obligations of, “*Investor*” under this Agreement (including for purposes of any indemnification).

2. Investor acknowledges and agrees that its agreements, duties and obligations under this Agreement, and the protections afforded by this Agreement, are intended by Investor to be ongoing and that this Agreement covers any Information made available to Investor (a) concurrently with or after its execution and delivery of this Agreement, (b) in connection with the Securitization, the Mortgage Loan, and the Mezzanine Loan that exists on the Effective Date and after the Effective Date, and (c) in connection with any current ownership of the Mezzanine Loan. Investor 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, Mezzanine Loan, or Mortgage Loan 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 will be effective without delivery of an executed document.

3. Investor acknowledges and agrees that:

(a) It will use reasonable care to keep the Information confidential (except from such outside persons as are assisting it in making an evaluation of its investment in the Mezzanine Loan, from its accountants and attorneys, and otherwise from such governmental or banking authorities or agencies to which Investor is subject);

(b) The Information will not, without Key’s prior written consent, be otherwise disclosed by Investor or by any of its 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 may provide applicable Information to any other person that owns or holds the 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) Investor will not use or disclose the Information in any manner that 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;

(d) The Information will be provided to Investor for the purposes of, and the Information may be used only in connection with, Investor’s evaluation of its existing investment in the Mezzanine Loan;

(e) Investor 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 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, and (iii) cause each User to observe and perform the restrictions, duties and obligations of Investor under this Agreement and to maintain the confidentiality of the Information and such username and password; and

(g) Without limiting the foregoing, without the prior written consent of Key, no Investor or affiliate of an Investor will communicate with any person or entity that is an obligor, borrower, mortgagor, sponsor, debtor or guarantor under the Mortgage Loan or any tenant, property manager or other

person having rights or responsibilities with respect to any related property or any principal or other affiliate of any of the foregoing, other than any communication by the Investor in the ordinary course of business so long as the Mortgage Loan or Securitization is not discussed and the Information is neither used nor disclosed.

4. Investor further acknowledges and agrees that:

(a) Investor's reliance upon the Information will be at its 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 obligor, borrower, mortgagor, sponsor, debtor or guarantor of the Mortgage Loan or any tenant or property manager with respect to the related property, any primary servicer, subservicer or special servicer of the Mortgage Loan, any party to the Servicing Agreement 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 applicable depositor, trustee, certificate administrator, special servicer, operating advisor, or asset representations reviewer or any underwriter or rating agency or any holder or owner of any certificates, in each case related to the subject Securitization;

(e) Key will provide access to Mortgage Loan-level Information based on the representations and warranties of Investor in this Agreement, and Investor (i) will not attempt to gain access to Information outside the scope of each related Mortgage Loan and (ii) 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 has read the User Agreement with respect to general access to the Website and hereby agrees to be bound by the terms of such User Agreement, which are hereby incorporated into this Agreement as though fully set forth (<https://www.key.com/about/misc/user-agreement.html>).

5. Investor will be fully liable for any breach of any representation, warranty, obligation or duty under this Agreement by Investor or any of the other Investor Parties and will indemnify and hold harmless Key, the depositors, the trustees, the trusts, each other servicer of, or party related to, the 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 also acknowledges and agrees 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 will be liable to Investor 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 will survive any termination of this Agreement. Without limiting the foregoing, each Indemnified Party is a third-party beneficiary of this Agreement.

6. Investor acknowledges and agrees that Key has no duty or obligation to provide to Investor any Information subject to this Agreement (except to the extent that Investor has specific rights under a Servicing Agreement to obtain certain information from the related servicer). This Agreement may be terminated at any time by Investor 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 will be without prejudice to any rights of Key or any other Indemnified Party under this Agreement.

7. Neither this Agreement, nor any exchange of Information under it, will be construed as creating any fiduciary, advisory or other relationship or obligation of any kind between the Investor and Key beyond the terms of this Agreement. The Investor acknowledges and agrees that it is not relying on Key for any legal, regulatory, tax, insurance or accounting advice in any jurisdiction. The Investor further acknowledges and agrees that in connection with all aspects of the services contemplated hereby, the Investor and its affiliates who have received Information have arm's-length business relationships with Key that create no fiduciary duty on the part of Key or its affiliates, and the Investor expressly disclaims a fiduciary relationship. The Investor and its affiliates will consult with its own respective advisors concerning any legal, regulatory, tax, insurance or accounting matters and will be responsible for making its own respective independent investigation and appraisal of the Mezzanine Loan and Key will have no responsibility or liability to Investor or its affiliates with respect thereto. Any review by Key or its affiliates of Key, of the Mezzanine Loan, the Mortgage Loan or other matters relating to the Securitization will be performed solely for the benefit of the Key and will not be on behalf of any Investor or any of its affiliates.

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

9. The terms "include", "including" and similar terms will 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 term "Investor" includes any User designated by Investor and, to the extent Investor has any duty or obligation under this Agreement, Investor will cause any such User to observe or perform such duty or obligation. Words importing the singular number will mean and include the plural number, and vice versa.

10. 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).

11. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument. This Agreement shall be valid, binding and enforceable against a party (and any respective successors and permitted assigns thereof) when executed and delivered by an authorized

individual on behalf of such party by means of (i) an original manual signature, (ii) a faxed, scanned or photocopied manual signature or (iii) any other electronic signature permitted by the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act and/or any other relevant electronic signatures law, including any relevant provisions of the Uniform Commercial Code (collectively, “***Signature Law***”), in each case, to the extent applicable. Each faxed, scanned or photocopied manual signature, or other electronic signature, shall for all purposes have the same validity, legal effect and admissibility in evidence as an original manual signature. Each party hereto shall be entitled to conclusively rely upon, and shall have no liability with respect to, any faxed, scanned or photocopied manual signature, or other electronic signature, of any other party and shall have no duty to investigate, confirm or otherwise verify the validity or authenticity thereof. Delivery of an executed counterpart of a signature page of this Agreement in Portable Document Format (PDF) or by electronic transmission shall be as effective as delivery of a manually executed original counterpart to this Agreement. For the avoidance of doubt, original manual signatures shall be used for execution or indorsement of writings when required under the Uniform Commercial Code or other Signature Law due to the character or intended character of the writings.

IN WITNESS WHEREOF, Investor has caused this Agreement to be executed by its duly authorized signatory as of the Effective Date.

Effective Date:

Investor: _____

By: _____

Name: _____

Title:

Schedule I

Investor	Investor Address	Investor Contact Information	Securitization	Mezzanine Loan	Mortgage Loan	User(s)