

KeyBank National Association  
Confidentiality and Indemnification Agreement  
(Securitization Special Servicer)

Special Servicer: \_\_\_\_\_

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

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

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

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

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

THIS CONFIDENTIALITY AND INDEMNIFICATION AGREEMENT (this “**Agreement**”) is made effective by the special servicer described above (“**Special Servicer**”) in favor of KeyBank National Association (“**Key**”) and the other parties described herein as of the date indicated adjacent to Special Servicer’s signature at the end of this Agreement (the “**Effective Date**”).

Recitals

The following recitals are a material part of this Agreement:

A. Special Servicer is the special servicer for certain commercial mortgage-backed securitization transactions (each, a “**Securitization**”) 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**”).

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. Key maintains an internet website (the “**Website**”) for the purpose of disseminating information regarding the Loans included in the Trusts. Special Servicer performs certain collection, liquidation and other obligations and services with respect to certain Loans included in each Securitization Trust.

C. Special Servicer is 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, Special Servicer has agreed to enter into, and to observe and perform the terms, conditions and obligations under, this Agreement.

Agreement

Special Servicer hereby certifies and agrees as follows:

1. Special Servicer 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 covered by this Agreement and (b) a list of employees and representatives of Special Servicer for which access to the Website is requested (each, a “**User**”). The initial lists of Securitizations and Users as of the Effective Date are set forth on Schedule I of this Agreement. Special Servicer acknowledges and agrees that such lists (x) will be conclusively relied upon by Key without further investigation and (y) shall be deemed representations

and warranties by Special Servicer under this Agreement of the Securitizations and related Information that are subject to this Agreement and of Special Servicer's Users that will have access to the Website and the Information. Special Servicer 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. Special Servicer acknowledges and agrees that its agreements, duties and obligations under this Agreement, and the protections afforded by this Agreement, are intended by Special Servicer to be ongoing and that this Agreement covers any Information made available to Special Servicer (a) concurrently with or after its execution and delivery of this Agreement and (b) in connection with Securitizations that exist as of the Effective Date and that close after the Effective Date. Special Servicer 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. Special Servicer acknowledges and agrees that:

(a) It will keep the Information confidential (except as permitted by the related PSA);

(b) The Information will not, without Key's prior written consent, be otherwise disclosed by Special Servicer or by any of its affiliates, officers, directors, shareholders, partners, members, managers, employees, agents, representatives or Users (collectively, the "**Special Servicer Parties**") in any manner whatsoever, in whole or in part (except as permitted in the related PSA);

(c) Special Servicer will not use or disclose the Information in any manner that could (i) 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 Special Servicer for the purposes of, and the Information may be used only in connection with, servicing the related Loans;

(e) Special Servicer 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) Special Servicer 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 Special Servicer under this Agreement and to maintain the confidentiality of the Information and such username and password; and

(g) Without limiting the foregoing, Special Servicer will not 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 itself or any of the other Special Servicer Parties.

4. Special Servicer further acknowledges and agrees that:

(a) Special Servicer'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 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 related Securitization certificates, mezzanine loans or other companion loans;

(e) Special Servicer (i) will not attempt to gain access to Information outside the scope of the Securitizations 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 related to the Securitizations; and

(f) Special Servicer has read the User Agreement (<https://www.key.com/about/misc/user-agreement.html>) 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.

5. Special Servicer shall be fully liable for any breach of any representation, warranty, obligation or duty under this Agreement by Special Servicer or any of the other Special Servicer 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 Special Servicer Party. Special Servicer 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 Special Servicer 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 Special Servicer or any other Special Servicer 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. Special Servicer acknowledges and agrees that Key has no duty or obligation to provide to Special Servicer any Information subject to this Agreement (except to the extent that Special Servicer has specific rights under a PSA to obtain certain information from the related master servicer). This Agreement may be terminated at any time by Special Servicer 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 Special Servicer, 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 term “Special Servicer” includes any User designated by Special Servicer and, to the extent Special Servicer has any duty or obligation under this Agreement, Special Servicer 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, Special Servicer’s signature delivered by facsimile or other electronic transmission shall be deemed to constitute an original and fully effective signature.

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

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

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

Special Servicer: \_\_\_\_\_

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

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

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

**Schedule I**

(Securitizations & Users)

<u>Securitization(s):</u>	<u>User(s):</u>