**CONFIDENTIALITY AGREEMENT**

 **HOTEL BOSSERT, 98 Montague Street, Brooklyn. NY (membership interests)**

This CONFIDENTIALITY AGREEMENT (the "Agreement") is made as of \_\_\_\_\_\_\_\_\_, 2024 (the "Effective Date") by and between Wells Fargo Bank, National Association, in its Capacity as Trustee for the Registered Holders of CCRE Commercial Mortgage Securities, L.P., CF Trust 2019-Boss, Commercial Mortgage pass-Through Certificates Series 2019-Boss, acting by and through Trimont Real Estate Advisors LLC, as special servicer (the “Disclosing Party”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the "Recipient" and collectively, the "Parties").

WHEREAS, the Recipient has expressed interest in participating in the public auction (the “Proposed Transaction”) of one hundred percent (100%) of the membership interests (the “Membership Interests”) held by Montague Investors LLC and CF Bossert 26 LLC, each a Delaware limited liability company (“Pledgors”) in 98 Montague LLC, also a Delaware limited liability company (the “Borrower”) and the owner of the real property located at 98 Montague Street, Brooklyn NY 11201 (the “Property”) and the Borrower under a Mortgage Loan owned by the Disclosing Party. The Disclosing Party has agreed to provide, and the Recipient has agreed to maintain, the confidentiality of certain information and materials that are nonpublic, confidential, and proprietary in nature (the "Confidential Information," as defined below).

 NOW, THEREFORE, as a condition of Recipient receiving Confidential Information being furnished by the Disclosing Party, and for other adequate and sufficient consideration, the Parties agree to the following terms, covenants, and conditions of this Agreement.

1. Confidential Information. For the purposes of this Agreement, "Confidential Information" shall mean all information of or regarding the Disclosing Party, the Property, and the Borrower and the Pledgors or their affiliates including, but not limited to, loan documentation, documents, materials, data and/or information, in whatever form or format (including, without limitation, electronic media), which relates to the Proposed Transaction, whether it is furnished before, on or after the date of this Agreement; past, present and future customer information; information protected by privacy and disclosure laws; marketing and development plans or studies; research and development; consultants’ reports; business plans; policies; contracts; financial information; matters of a technical nature, such as operations, systems, “know how,” discoveries, inventions, ideas, computer software and programs; access codes and source codes; trade secrets; processes and techniques; and other similar information; provided, however, that “Confidential Information” does not include Public Information.

“Person” means an individual, a corporation, a partnership, a limited liability company, an association, a trust or any other entity or organization of any kind, including, without limitation, a governmental authority or agency.

“Public Information” means (i) information that is obtained by the Recipient or its Representatives on a non-confidential basis from a source other than the Disclosing Party; provided that such source is not known, or should not reasonably have been known, by the Recipient or its Representatives to be bound by obligations of confidentiality with respect to such information; (ii) information that is or becomes generally available to the public other than as a result of a disclosure by the Recipient or its Representatives in violation of the provisions of this Agreement; or (iii) information that is developed independently by the Recipient or its Representatives without use of the Confidential Information.

“Representatives” means the Recipient’s affiliates, directors, officers, employees, managers, members, partners, representatives or agents, including, without limitation, their attorneys, consultants, lenders, potential investors and financial advisors.

2. Confidentiality. The Parties agree that all Confidential Information will be kept strictly confidential and used by Recipient only for the purpose of evaluating and negotiating the Proposed Transaction. Only Representatives of the Recipient who need to review the Confidential Information in connection with the Proposed Transaction may access and view the Confidential Information. Recipient will not disclose the Confidential Information or any portion thereof to any other person or entity without Disclosing Party's prior written consent other than personnel of affiliates who have a need to review the Confidential Information for the Proposed Transaction. Recipient also agrees that it will (i) use, and cause any and all persons or entities who have access to the Confidential Information to use, diligent efforts to comply with this Agreement; (ii) protect the secrecy and confidentiality of and avoid disclosure or use of the Confidential Information, including implementing the same commercial measures that Recipient uses to protect its own highly sensitive confidential information except as provided in Section 3 below; (iii) not copy or duplicate any Confidential Information except as necessary for the purpose of evaluating and negotiating the Proposed Transaction; (iv) treat any and all copies of, and notes, memoranda, analyses, compilations, abstracts, synopses, studies of other material produced from, the Confidential Information as Confidential Information; (v) communicate only with the designated representatives of Disclosing Party concerning Confidential Information; (vi) not disclose to any person, including without limitation the Borrower or any guarantor related to the Proposed Transaction, the fact that Confidential Information has been made available to Recipient or that Recipient has reviewed or has in its possession any Confidential Information, except as necessary for the evaluating the Proposed Transaction; and (vii) not make, publish, or otherwise disseminate in any manner any public statement or description of the evaluation or negotiations relating to the Proposed Transaction, as applicable. In the event of dissemination, disclosure, or use of the Confidential Information which is not permitted by this Agreement, Recipient shall notify Disclosing Party immediately in writing and will use reasonable efforts to assist Disclosing Party in minimizing the damage from such disclosure. Such remedy shall be in addition to and not in lieu of any other rights and remedies Disclosing Party may have at law or in equity against Recipient. Recipient will be responsible for any breach of this Agreement by its Representatives and affiliates.

3. Compelled Disclosure. Notwithstanding the provisions of Section 2, if the Recipient or any of its Representatives are required or requested to disclose any Confidential Information pursuant to any applicable law, rule, regulation, subpoena, court order, similar judicial process, regulatory agency or stock exchange rule, the Recipient will, if possible, promptly notify the Disclosing Party of any such requirement so that the Disclosing Party, at its sole cost and expense, may seek an appropriate protective order or waive compliance with the provisions of this Agreement. If such order is not obtained, or the Disclosing Party waives compliance with the provisions of this Agreement, the Recipient and its Representatives will disclose only that portion of the Confidential Information which they are requested or required by the above person or process to so disclose. In the event that the Recipient and its Representatives shall have complied fully with the provisions of this Section 3, the Disclosing Party agrees that such disclosure may be made by the Recipient and its Representatives without any liability hereunder.

4. No Contact with Borrower without Consent. Notwithstanding anything to the contrary set forth in this Agreement and without the prior written consent of the Disclosing Party, the Recipient and its Representatives shall not call, write, meet with, or have any other contact with any Person identified in the Confidential Information (including, without limitation, any borrowers, obligors, guarantors, property management companies, leasing agents, tenants or their respective legal counsel) regarding or in any way relating to the Confidential Information or the Proposed Transaction.

5. No License. This Agreement entitles Recipient to use the Confidential Information solely for the Proposed Transaction. Upon the written request of the Disclosing Party, Recipient shall promptly return to Disclosing Party all tangible materials (including, but not limited to, printed materials and software disks or other electronic storage media) containing any Confidential Information received from Disclosing Party (and the Recipient shall destroy any copies or derivative works created from the Confidential Information by Recipient and any materials in which the Confidential Information is quoted, discussed, paraphrased or explained, and shall certify such destruction to the Disclosing Party in writing) unless such Confidential Information is required to be retained pursuant to applicable law, regulation or internal document retention policies. If the Recipient retains archival copies of any Confidential Information, including copies on electronic backup media, then, notwithstanding Section 10A(b) of the Securities Act of 1934, the Recipient shall continue to maintain the confidentiality of all information protected by the Gramm-Leach-Bliley Act of 1999 (Public Law 106-102, 113 Stat. 1138), the regulations promulgated thereunder, or other applicable law now or hereafter in effect. The confidentiality obligations set forth in this Agreement shall remain in full force and effect despite the return or destruction of such Confidential Information.

6. Data Breach. In the event that Recipient or its Representative(s) has any reason to believe that any data breach involving Confidential Information has occurred, Recipient shall: (a) immediately notify Disclosing Party of such data breach; and (b) immediately take appropriate action to remedy the data breach. For purposes of this Section 6, a data breach includes, but is not limited to, any corruption or loss of Confidential Information or unauthorized access to Confidential Information, whether electronic or otherwise. Recipient understands and acknowledges that Disclosing Party has an affirmative obligation to require that Recipient notify Disclosing Party of any data breach so that Disclosing Party can implement its response program to prevent misuse of its customers’ personal information.

7. Term. This Agreement shall commence on the date hereof and expire on the earlier to occur of (a) the date on which the Recipient purchases and the Disclosing Party transfers Membership Interests pursuant to the Proposed Transaction; or (b) 12 months from the date hereof. Nothing herein shall be construed to waive, abridge or otherwise limit any greater or longer protections afforded to trade secrets under applicable law.

8. No Waiver. Recipient understands and agrees that no failure or delay by Disclosing Party in exercising any right, power or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or future exercise thereof or the exercise of any other right, power or privilege hereunder.

9. Indemnification; Injunctive Relief. Recipient agrees to indemnify, defend and hold harmless Disclosing Party (including, without limitation, its officers, directors, shareholders, employees, agents, successors, and assigns) from and against any and all claims, debts, liabilities, damages, demands, obligations, costs, expenses (including, without limitation, reasonable attorneys’ fees and court costs), actions and causes of action in any way arising from or related to (i) the breach of any of the terms and provisions of this Agreement by Recipient or any party acting by or through Recipient (including, without limitation, any Representatives) or (ii) the enforcement of this indemnity. Recipient further understands and agrees that money damages may not be a sufficient remedy for any breach of this Agreement by Recipient and that Disclosing Party will be entitled to equitable relief, including injunction and specific performance, as a remedy for any such breach. Such remedies will not be deemed to be the exclusive remedies for a breach by Recipient of this Agreement but will be in addition to all other remedies available at law or in equity by Disclosing Party.

10. Governing Law. This Agreement will be governed and construed in accordance with the laws of New York. Both Parties irrevocably consent to the jurisdiction of the federal and state courts presiding in New York for any disputes related to this Agreement, waive any objections based on inconvenient forum or improper venue, and agree that all proceedings arising out of or in connection with this Agreement or the transactions contemplated hereby shall be brought solely in such courts.

11. Representations and Warranties. The Recipient hereby represents and warrants that, with respect to Proposed Transaction, the Recipient is (a) a principal investor and is not acting in any brokerage capacity, including, without limitation, acting as an agent, representative or broker of any disclosed or undisclosed party and (b) an “accredited investor” as defined in Rule 501 of Regulation D.

12. Electronic Records and Signature. It is agreed by the Parties that, notwithstanding the use herein of the words "writing," "execution," "signed," "signature," or other words of similar import, the Parties intend that the use of electronic signatures and the keeping of records in electronic form be granted the same legal effect, validity or enforceability as a signature affixed by hand or the use of a paper-based record keeping system (as the case might be) to the extent and as provided for in any applicable law including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

13. JURY WAIVER. THE PARTIES HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY COURT IN ANY ACTION FOR THE ADJUDICATION OF SUCH CLAIM OR DISPUTE.

14.Captions and Headings. The captions and headings contained in this Agreement are for convenience of reference only and shall not be used to limit the applicability or meaning of any provisions of this Agreement.

15. Severability. If any provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each provision shall be valid and enforceable to the fullest extent permitted by law.

16. Modification and Amendment. This Agreement shall not be modified or amended in any respect except by a written instrument executed by the parties; provided, that in the event the provisions of this Agreement shall conflict with the requirements of applicable law concerning the use, handling, disclosure and/or treatment of Confidential Information, this Agreement shall be deemed amended as necessary to conform to such legal requirements.

17. Assignments. This Agreement shall be binding upon Recipient and its successors and assigns and shall inure to the benefit of Disclosing Party and its successors and assigns.

18. Entire Agreement. This Agreement contains the entire agreement of Recipient in respect of the subject matter hereof, and neither Disclosing Party nor Recipient is bound by any previous representations or agreements of any kind regarding the subject matter hereof except as herein contained. In the event of a conflict between the terms hereof and those of any agreement between Recipient and Disclosing Party, the terms hereof shall govern and control.

19. Authority. Recipient hereby represents and warrants that (a) it is duly organized, validly existing and in good standing under the laws of its domiciliary state and is duly qualified to do business in all applicable jurisdictions; (b) the execution, delivery and performance of this Agreement (i) is within its organizational power, (ii) has been duly authorized by all necessary organizational action on its part, and (iii) requires no consent or approvals of or filings with any governmental or other regulatory agencies, other than filings in the ordinary course of business and filings that have already been made; and (c) the person who has executed this Agreement has the actual authority to do so on behalf of the party, and on behalf of the party’s affiliates, and the Agreement constitutes the legal, valid and binding obligation of the party and its affiliates and is enforceable against them in accordance with its terms.

[signature page follows]

 IN WITNESS HEREOF, the Recipient has caused this Agreement to be executed and delivered by their duly authorized officer or representative in favor of the Disclosing Party as of the date and year written above.

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| RECIPIENT: By: Name: Title: Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |