CONFIDENTIALITY AND DISCLAIMER AGREEMENT

This Confidentiality and Disclaimer Agreement (this "<u>Agreement</u>") is made and entered into as of ______, 2024 by ______ ("<u>Receiving Party</u>"), for the benefit of Wells Fargo Bank, National Association, as trustee, for the registered holders of J.P. Morgan Chase Commercial Mortgage Securities Trust 2013-LC11, Commercial Mortgage Pass-Through Certificates, Series 2013-LC11 ("<u>Seller</u>") acting by and through Greystone Servicing Company LLC, a Delaware limited liability company, ("<u>Greystone</u>") in its capacity as special servicer pursuant to that certain Pooling and Servicing Agreement dated May 1, 2013.

WHEREAS, Receiving Party has expressed an interest in purchasing the property commonly known as the Dulles View Office located at 2551-2553 Dulles View Dr., Herdon, VA 20171 (the "<u>Property</u>") owned by Seller, and in that connection has requested from Greystone, as special servicer for Seller, various written materials containing confidential and proprietary information concerning the Property (collectively, the "<u>Confidential Materials</u>"); and

WHEREAS, Greystone, as special servicer for Seller, or its exclusive broker Cushman & Wakefield, is willing to furnish the Confidential Materials to Receiving Party, subject to the terms and conditions set forth herein.

NOW, therefore, in consideration of the privileges granted to Receiving Party with respect to receiving the Confidential Materials and other good and valuable consideration, Receiving Party hereby agrees as follows:

1. Greystone or its exclusive broker, Cushman & Wakefield, shall furnish the Confidential Materials to Receiving Party, provided that Receiving Party executes and delivers this Agreement to Greystone as a condition to the release of the Confidential Materials to Receiving Party. The Confidential Materials shall be used by Receiving Party solely for the purpose of evaluating whether or not to purchase the Property. Receiving Party may disclose the Confidential Materials to its directors, officers, employees, partners, advisors, agents, attorneys, accountants, consultants and lenders (collectively, "<u>Representatives</u>") on a "need to know" basis only. Before disclosing any Confidential Material to its Representatives, however, Receiving Party will inform them of the confidential nature of the Confidential Materials and obtain their agreement to be bound by this Agreement and to not disclose such information to any other person. Receiving Party agrees to be responsible for any breach of this Agreement by the Representatives or other persons or entities to whom any of the Confidential Materials is disclosed by Receiving Party or its Representatives.

2. The term "<u>Confidential Materials</u>" does not include any information that (a) at the time of the disclosure or thereafter is generally available to the general public (other than as a result of a disclosure directly or indirectly by Receiving Party or its Representatives); (b) was available to Receiving Party on a non-confidential basis from a source other than Greystone, its affiliates, or its advisors, provided that such source is not and was not bound by a confidentiality

obligation to Greystone; (c) has been independently acquired or developed by Receiving Party without violating any of Receiving Party's obligations under this Agreement; or (d) must be released pursuant to applicable law or a valid, final judicial or administrative order. Neither Receiving Party nor its Representatives will make any reproduction of the Confidential Materials other than as necessary to perform its due diligence in connection with its evaluation of the possible acquisition of the Property, and Receiving Party shall promptly destroy, or at the request of Greystone, return, the Confidential Materials in Receiving Party's possession or in the possession of Receiving Party's Representatives or other persons or entities to whom such Confidential Materials were delivered. Notwithstanding the foregoing, Receiving Party and its Representatives each may keep one copy of such documents to the extent reasonably necessary to comply with applicable laws, rules, regulations and internal document retention policies applicable to it, provide that (i) such retained information shall be maintained on routine computer system backup tapes, disks or other backup storage devices and such backed-up information shall not be used, disclosed or otherwise recovered from such backup devises unless required for regulatory purposes or legal process, under the supervision of Receiving Party's or it Representatives' legal or information technology departments and (ii) Receiving Party will continue to be bound by its obligations of confidentiality and other obligations hereunder.

3. During the term of this Agreement, the Receiving Party shall (a) maintain commercially reasonable security procedures to safeguard the confidentiality of the Confidential Materials and to prevent unauthorized disclosure of, access to or use by any unauthorized person of any Confidential Materials, except as permitted by this Agreement, and (b) take reasonable actions to preserve the confidentiality of the Confidential Materials, including, without limitation, using the same degree of care and protection as the Receiving Party exercises to protect its own proprietary and Confidential Materials.

4. In the event the Receiving Party or its Representatives or other permitted party to whom the information is disclosed by Receiving Party is required by law, regulation or legal process to disclose any Confidential Materials, the Receiving Party, to the extent permitted under applicable law, shall promptly notify Greystone to permit Greystone to seek a protective order or to take other appropriate action. The Receiving Party also shall cooperate in Greystone's efforts to obtain a protective order, at Greystone's expense, or other reasonable assurance that confidential treatment will be accorded the Confidential Materials. If, in the absence of a protective order, the Receiving Party or a Representative or other party receiving the Confidential Materials from Receiving Party is compelled to disclose the Confidential Materials, then the Receiving Party may disclose to the party compelling disclosure only the part of the Confidential Materials to be disclosed (in which case, prior to such disclosure, the Receiving Party shall advise and consult with Greystone and their respective counsels as to such disclosure and the nature and wording of such disclosure) and the Receiving Party shall use commercially reasonable efforts to obtain confidential treatment with respect thereto, at Seller's sole cost and expense.

5. RECEIVING PARTY UNDERSTANDS AND ACKNOWLEDGES THAT NEITHER SELLER NOR GREYSTONE IS MAKING ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, AS TO THE ACCURACY OR COMPLETENESS OF THE CONFIDENTIAL MATERIALS OR AS TO THE PROPERTY, AND NEITHER SELLER, GREYSTONE NOR ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, MEMBERS, STOCKHOLDERS, OWNERS, AFFILIATES, SUBSIDIARIES, PARENTS, ATTORNEYS OR AGENTS WILL HAVE ANY LIABILITY TO RECEIVING PARTY, ANY REPRESENTATIVE OF RECEIVING PARTY, OR ANY OTHER PERSON RESULTING FROM RECEIVING PARTY'S USE OF THE CONFIDENTIAL MATERIALS. RECEIVING PARTY WILL HAVE AN OPPORTUNITY TO PERFORM ITS OWN EXAMINATION AND INSPECTION OF THE PROPERTY AND INFORMATION RELATING TO SAME AND WILL RELY SOLELY UPON ITS OWN INDEPENDENT EXAMINATION AND INVESTIGATION AND NOT ON ANY SELLER OR GREYSTONE. INFORMATION PROVIDED BY ONLY THOSE REPRESENTATIONS AND WARRANTIES, IF ANY, THAT ARE MADE TO RECEIVING PARTY IN A WRITTEN "CONTRACT" WHEN, AS, AND IF SAME IS EXECUTED BY RECEIVING PARTY AND SELLER, AND SUBJECT TO SUCH LIMITATION AND RESTRICTION AS MAY BE SPECIFIED HEREIN, WILL HAVE ANY LEGAL EFFECT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IT IS FURTHER EXPRESSLY AGREED AND UNDERSTOOD THAT, WITH RESPECT TO ANY ENVIRONMENTAL REPORTS, ANY STRUCTURAL REPORTS, OR ANY OTHER TYPE OR KIND OF REPORT OR INFORMATION, IF ANY, INCLUDED IN THE CONFIDENTIAL MATERIALS, NEITHER SELLER NOR GREYSTONE MAKES ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE TRUTH, ACCURACY OR COMPLETENESS OF SAME AND RECEIVING PARTY AGREES THAT NEITHER IT NOR ITS REPRESENTATIVES SHALL BE ENTITLED TO RELY ON SUCH REPORTS OR ANY INFORMATION CONTAINED THEREIN.

6. This Agreement constitutes the entire agreement between the parties with respect to the transactions contemplated hereby and supersedes all prior agreements (or contemporaneous oral agreements) of the parties with respect thereto. This Agreement may be amended only in writing and no amendment is enforceable unless signed by Receiving Party and Greystone on behalf of Seller.

7. Receiving Party agrees that, in the event of any breach of the provisions of this Agreement, Greystone and Seller shall be entitled to equitable relief, including without limitation in the form of injunctions and orders for specific performance, in addition to all other remedies available to Seller and Greystone at law or in equity. It is further understood and agreed that no failure or delay by Greystone or Seller in exercising any right, power or privilege hereinunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege thereunder.

8. Receiving Party shall protect, defend, indemnify and hold Seller and Greystone, and all of their respective officers, directors, affiliates, servicers, general or limited partners or members, employees, agents or assigns (collectively, "<u>Indemnified Parties</u>") harmless from and against any and all claims, demands, causes of action, liabilities, judgments, costs and expenses, including without limitation attorney's fees and costs, asserted against or incurred by Indemnified

Parties as a result of any violation of, or failure to comply with, the provisions of this Agreement by Receiving Party and its Representatives.

9. This Agreement is for the benefit of Seller and Greystone and their respective successors and assigns, shall be enforceable by Seller and Greystone and their respective successors and assigns, and shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. Receiving Party's obligations under this Agreement will terminate upon the purchase of the Property, solely with respect to the Property. Regardless of any purchase, however, any claim by Seller or Greystone based on (a) a breach of or a default of any provision of this Agreement, or (b) the indemnification provisions of Section 8 above, which arose from events occurring prior to such purchase, shall survive and not be extinguished unless waived by Seller and Greystone in writing.

10. Except for those provisions that expressly survive termination, this Agreement shall terminate on the date that is twelve (12) months after the date first written above.

11. Any notices, demands or other communications required hereunder, to be effective, shall be in writing, properly addressed, postage or delivery fee prepaid, and shall be given by (a) personal delivery, (b) nationally recognized overnight courier, or (c) registered or certified mail, return-receipt requested. If to Seller and/or Greystone, such communication shall be addressed to:

JPMCC 2013-LC11 c/o Greystone Servicing Company LLC Attn: Don Edwards 5221 N. O'Connor Blvd., Suite 800 Irving, Texas 75039 Don.Edwards@greyco.com

If to Receiving Party, such communication shall be addressed to:

Email:

[SIGNATURE PAGE FOLLOWS]

In witness whereof, the Receiving Party has executed and delivered this Agreement as of the date first above written.

RECEIVING PARTY: