

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (this "Agreement") is made as of October ____, 2010 by _____ (each a "Reviewer" and collectively, the "Reviewers"), in favor of the Owner Parties (as hereinafter defined) and the Owner Affiliates (as hereinafter defined), including but not limited to any trust or similar entity that may own the Loan (as hereinafter defined).

W I T N E S S E T H:

Wells Fargo Bank, N.A., as Trustee for the Registered Holders of Credit Suisse First Boston Mortgage Securities Corp., Commercial Mortgage Pass-Through Certificates, Series 2004-C3 (the "Owner") is the owner of a certain mortgage loan made to a certain borrower (as more particularly described on Exhibit A hereto, the "Loan") and is considering selling the Loan. The Loan encumbers certain property as more particularly described in the loan documents evidencing the Loan (the "Property"). ING Clarion Capital Loan Services LLC ("Special Servicer"), as special servicer for and attorney-in-fact for the Owner, has determined to permit the Reviewers to review and inspect certain documents, files, reports and other information and data relating to the Loan and the Property (the "Confidential Information"). The Confidential Information may include economic, commercial, operating, marketing, financial and performance information that is confidential and/or proprietary in nature. Therefore, the Special Servicer has determined it to be necessary to require the Reviewers to execute and deliver this Agreement as a condition precedent to permitting the Reviewers to review and inspect any of the Confidential Information.

In consideration of being granted the opportunity to review and inspect the Confidential Information, the Reviewers agree with and for the benefit of the Owner, any master servicers with respect to the Loan and any special servicers (including without limitation, Special Servicer) with respect to the Loan (collectively the "Owner Parties") and the Owner Affiliates as follows:

Section 1. Purpose and Indemnification. The Reviewers represent, warrant and covenant that the Reviewers' review and inspection of the Confidential Information shall be solely to conduct due diligence, on their own behalf and not as an agent, representative, finder or broker of any undisclosed or other party, for the purpose of determining whether or not Reviewers shall submit an offer to purchase the Loan. The Reviewers agree to be responsible for any breach or violation of any representation, warranty or agreement herein by them and/or any of their affiliates or Reviewer Representatives (as defined below).

Section 2. Non-Disclosure and Use of Confidential Information.

(a) The Reviewers agree that, except as specifically set forth below, all Confidential Information shall be used by the Reviewers solely for the purpose stated in Section 1 hereof. The Reviewers further agree not to disclose any of the Confidential Information to any third party (including but not limited to any media) without first obtaining without the prior

written consent of the Special Servicer, which consent shall be at the sole and absolute discretion of Special Servicer and may be arbitrarily withheld or conditioned, except that the Reviewers may disclose the Confidential Information as follows: (i) if the Reviewers are a corporation, limited liability company and/or a partnership, the Confidential Information may be disclosed to the officers, directors, shareholders, members, managers or partners (as the case may be) of such entities; and (ii) the Confidential Information may be disclosed to Reviewers' attorneys, accountants, due diligence consultants, agents, advisors and lenders. The parties identified in (i) and (ii) of the preceding sentence shall be known as the "Reviewer Representatives", and in each case the Confidential Information shall only be revealed to the Reviewer Representatives who have (x) a need to know the Confidential Information for the purpose stated in Section 1 hereof and (y) agreed to maintain the confidentiality of the Confidential Information. Notwithstanding the foregoing or anything contained herein to the contrary, the Reviewers remain responsible for the Reviewer Representatives' failure to comply with this Agreement.

(b) The term "Confidential Information" shall not include (i) information which is required to be disclosed by law or by regulatory or judicial process, except such information which may be subject to a protective order or other similar court order, or (ii) information which is generally available to the public other than as a result of a disclosure by the Reviewers or the Reviewer Representatives in breach of this Agreement.

(c) In the event the Reviewers or any of the Reviewer Representatives fail in any respect to comply with its representations, warranties, covenants or obligations under this Agreement, the Owner and/or Special Servicer may, in the sole discretion of either party, refuse to consider an offer or bid from the Reviewers for the Loan or to allow the Reviewers to continue to conduct due diligence with respect to the Loan offered for sale, and the Reviewers shall be liable to the Owner Parties for breach of this Agreement. The foregoing right shall be in addition to, and does not preclude the exercise of, any other right, power or remedy available to the Owner Parties under this Agreement or at law or in equity, including, without limitation, the right of any or all of the Owner Parties to apply to any court of competent jurisdiction for a temporary or permanent injunction or other appropriate decree of specific performance (without any bond or other security being required or posted) in order to enjoin any breach or threatened breach of this Agreement. No forbearance, failure or delay in exercising any such right, power or remedy shall operate as a waiver thereof or preclude the Owner Parties' further exercise. Further, the Reviewers shall be liable to the Owner Parties for all damages, liabilities, costs and expenses for breach of this Agreement as determined by a court of competent jurisdiction.

Section 3. Discussions and Negotiations. For all purposes of this Agreement, and, subject to Section 2(b) hereof, notwithstanding anything to the contrary contained herein, the term "Confidential Information" shall be deemed also to include the content of any and all discussions and negotiations between any of the Owner Parties and the Reviewers relating to the Loan and/or the Property, including, without limitation, negotiations of any proposed sales price for the Loan or any other term or element of any proposed sale of the Loan.

Section 4. Review of Confidential Information. The Confidential Information will be made available to Reviewers or the Reviewer Representatives for review, by appointment only,

in a format and/or at a location determined by the Owner and/or Special Servicer, and subject to complete compliance with Section 2 hereof.

Section 5. No Representation or Warranties. None of the Owner Parties or the Owner Affiliates (as defined below) are making any representation or warranty, express or implied, as to accuracy or completeness of the Confidential Information and shall have no liability to any person resulting from the use of such materials. The term “Owner Affiliates” as used in this Agreement shall include any subsidiary or affiliate of any of the Owner Parties and the constitute partners, principals, officers, members, manager, directors, contractors, employees, agents, employees, certificate holders, beneficiaries, trustees, servicers, attorneys, representatives, participants, successors and assigns of any of the Owner Parties.

Section 6. Limited Access. The Reviewers shall inform each of the Reviewer Representatives that receives any of the Confidential Information of the requirements of this Agreement and shall require such Reviewer Representatives to comply with such requirements.

Section 7. Contact with Debtor and Other Parties. The Reviewers agree not to communicate with any borrower, debtor, guarantor, or borrower's, debtor's or guarantor's principal, partner, member, manager, broker, agent, accountant, attorney or other consultant or any other person or party (each, a “Borrower Party”), including without limitation, any tenant, tenant guarantor, property manager or managing agent, connected with, related to, or whose name is obtained from the Confidential Information with respect to the Loan, the loan documents with respect to the Loan and/or any of the Property, including without limitation, any receiver, without the prior written consent of the Special Servicer for the Loan, which consent shall be at the sole and absolute discretion of the Special Servicer and may be arbitrarily withheld.

Section 8. Reliance on Information. Any Confidential Information prepared by third parties and/or other firms, to the extent included in the files and made available for review by the Reviewers, are for information purposes only and should not be relied upon for any purpose. The Reviewers shall have no right to rely upon the conclusions or other data set forth in such Confidential Information and shall have no recourse against any of the Owner Parties or any of the Owner Affiliates, including the preparers of such Confidential Information, in the event of any errors therein or omissions therefrom.

Section 9. Termination. The restrictions in this Agreement shall terminate with respect to the Loan if the Loan is acquired by the Reviewers or upon the written waiver by the Owner or Special Servicer, which written waiver can be given or not given in the sole and absolute discretion of either party; provided, however, that any claim by the Owner or Special Servicer based on a breach of this Agreement occurring prior to such acquisition or waiver shall survive the acquisition or waiver unless subsequently waived by the Owner or Special Servicer in writing. The terms and conditions of this Agreement shall remain in full force and effect for a period of one year except that this Agreement shall terminate if (i) the Loan is acquired by the Reviewers or (ii) the Owner or Special Servicer delivers notice of termination to the Reviewers, in which event, this Agreement shall terminate upon the date set forth in such termination notice. At the request of the Owner or Special Servicer, the Reviewers shall destroy or deliver to the Owner or Special Servicer any compilations, studies, notes or other documents or records which

contain or reflect the Confidential Information to the extent the Loan is not acquired by the Reviewers.

Section 10. Binding Effect. All rights and liabilities herein given to or imposed upon the Reviewers shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of the said parties; and the Reviewers shall be bound jointly and severally by all of the terms, covenants and agreements herein.

Section 11. Notices. Any notice required or permitted to be given hereunder must be in writing and may be given by hand delivery or by mail, and if given by mail shall be sent by United States Certified, Return Receipt Requested, postage prepaid, or by recognized overnight courier service, addressed as follows:

If to the Owner Parties: ING Clarion Capital Loan Services LLC
230 Park Avenue -12th Floor
New York, NY 10169
Attn: Gianluca Montalti

Phone: 212-808-3665
Fax: 917-952-6276
E-Mail: Gianluca.Montalti@ingclarion.com

With a copy to: Day Pitney LLP
242 Trumbull Street
Hartford, CT 06103-1212
Attn: James A. McGraw, Esq.

If to the Reviewers:

Attn: _____

Phone:
Fax:
E-Mail:

And to:

Attn: _____

Phone:
Fax:
E-Mail:

Either party may by written notice to the other specify a different address for notice purposes. All notices shall be deemed effective (i) if by hand delivery, upon receipt; (ii) the day after being sent by private courier or overnight mail; or (iii) three (3) days after being sent by United States Certified Mail, Return Receipt Requested. The phone, fax and e-mail information provided above is set forth is provided for convenience purposes only.

Section 12. Entire Agreement. This Agreement represents the entire agreement between the Reviewers and the Owner Parties / Owner Affiliates relating to the treatment of the Confidential Information heretofore or hereafter reviewed or inspected by the Reviewers. This Agreement supersedes all other agreements relating to such matters which have previously been executed by either Reviewer or both Reviewers in favor of any of the Owner Parties, the Owner Affiliates or any other party in connection with the Confidential Information and/or the Loan.

Section 13. Litigation. In the event that any of the Owner Parties or the Owner Affiliates institute suit against either Reviewer or both Reviewers to enforce any of its rights hereunder, the prevailing party in such action shall be entitled to recover from the other party all reasonable costs thereof, including, without limitation, all attorneys' fees and costs before, at trial and at all appellate levels, as the case may be, in addition to any other relief (at law or otherwise) to which such party may be entitled. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without taking into account its conflict of law doctrines.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Reviewers have executed this Agreement the date above first written.

Signed and Delivered
in the presence of:

REVIEWERS:

By _____

Name:

Title:

By _____

Name:

Title:

Exhibit A

Description of the Loan

Loan in the amount of \$17,200,000.00, as evidenced by a certain promissory note dated March 25, 2004 from Oasis Northwoods, LLC to Owner's predecessor interest, which promissory note and Loan are secured by, *inter alia*, that certain Mortgage and Security Agreement dated as of March 25, 2004 from Oasis Northwoods, LLC to Owner's predecessor in interest, which Loan was subsequently granted, bargained, sold, conveyed, assigned, transferred and set over by Owner's predecessor in interest to Owner .