

SECURITIES AND EXCHANGE COMMISSION

FORM 8-K/A

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BBCMS Mortgage Trust 2023-C21

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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

AMENDMENT NO. 1 TO

FORM 8-K/A

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report: October 5, 2023
(Date of earliest event reported)

BBCMS Mortgage Trust 2023-C21
(Central Index Key Number 0001985684)
(Exact name of issuing entity)

Barclays Capital Real Estate Inc.
(Central Index Key Number 0001549574)
(Exact name of sponsor as specified in its charter)

3650 Real Estate Investment Trust 2 LLC
(Central Index Key Number 0001840727)
(Exact name of sponsor as specified in its charter)

Citi Real Estate Funding Inc.
(Central Index Key Number 0001701238)
(Exact name of sponsor as specified in its charter)

Bank of Montreal
(Central Index Key Number 0000927971)
(Exact name of sponsor as specified in its charter)

German American Capital Corporation
(Central Index Key Number 0001541294)
(Exact name of sponsor as specified in its charter)

Barclays Commercial Mortgage Securities LLC
(Central Index Key Number 0001541480)
(Exact name of registrant as specified in its charter)

Delaware	333-257737-09	27-010880
(State or other jurisdiction of incorporation)	(Commission File No.)	(IRS Employer Identification No.)
745 Seventh Avenue		
New York, New York		10019
(Address of principal executive offices)		(Zip Code)

Registrant's telephone number, including area code (212) 412-4000

Not Applicable

(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

EXPLANATORY NOTE

This Form 8-K/A amends the Current Report on Form 8-K (the “Form 8-K”), dated and filed as of September 19, 2023, with respect to the BBCMS Mortgage Trust 2023-C21. The purpose of this Form 8-K/A is to (i) make clerical revisions to the agreement previously filed as Exhibit 4.10 to the Form 8-K and (ii) make clerical revisions to the agreement previously filed as Exhibit 99.2 to the Form 8-K. No other changes are being made to the Form 8-K other than the changes described above. Capitalized terms used and not otherwise defined herein shall have the respective meanings assigned to them in the Pooling and Servicing Agreement filed as Exhibit 4.1 to the Form 8-K.

Item 9.01. Financial Statements, Pro Forma Financial Information and Exhibits.

(c) *Exhibits*

Exhibit No. Description

Exhibit 4.10 [Agreement Between Note Holders, dated as of May 24, 2023, by and between Barclays Capital Real Estate Inc., as Note A-1 Holder, Note A-2 Holder, Note A-3 Holder, Note A-4 Holder, Note A-5 Holder, and Note A-6 Holder, Societe Generale Financial Corporation, as Note A-7 Holder, Note A-8 Holder, Note A-9 Holder, Note A-10 Holder and Note A-11 Holder, and KeyBank National Association, as Note A-12 Holder, Note A-13 Holder and Note A-14 Holder.](#)

Exhibit 99.2 [Mortgage Loan Purchase Agreement, dated and effective as of October 5, 2023, between 3650 Real Estate Investment Trust 2 LLC, as seller, and Barclays Commercial Mortgage Securities LLC, as purchaser.](#)

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Date: October 5, 2023

BARCLAYS COMMERCIAL MORTGAGE SECURITIES LLC
(Registrant)

By: /s/ Daniel Vinson

Name: Daniel Vinson

Title: Chief Executive Officer

AGREEMENT BETWEEN NOTE HOLDERS

Dated as of May 24, 2023

by and between

BARCLAYS CAPITAL REAL ESTATE INC.
(Note A-1 Holder, Note A-2 Holder, Note A-3 Holder, Note A-4 Holder, Note A-5 Holder, and
Note A-6 Holder)

and

SOCIÉTÉ GÉNÉRALE FINANCIAL CORPORATION
(Note A-7 Holder, Note A-8 Holder, Note A-9 Holder, Note A-10 Holder,
and Note A-11 Holder)

and

KEYBANK NATIONAL ASSOCIATION
(Note A-12 Holder, Note A-13 Holder and Note A-14 Holder)

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This AGREEMENT BETWEEN NOTE HOLDERS (this "Agreement"), dated as of May 24, 2023, by and between BARCLAYS CAPITAL REAL ESTATE INC., a Delaware corporation ("Barclays" and, in its capacity as the initial agent, the "Initial Agent"), SOCIÉTÉ GÉNÉRALE FINANCIAL CORPORATION, a national banking association ("SocGen"), and KEYBANK NATIONAL ASSOCIATION, a national banking association ("KeyBank").

WITNESSETH:

WHEREAS, pursuant to the Mortgage Loan Agreement (as defined herein), Barclays, SocGen and KeyBank, originated a certain loan (the "Mortgage Loan") described on the schedule attached hereto as Exhibit A (the "Mortgage Loan Schedule") to the mortgage loan borrowers described on the Mortgage Loan Schedule (individually or collectively, as the context may require, the "Mortgage Loan Borrowers"), which is evidenced, *inter alia*, by the following promissory notes (collectively, as amended, restated, replaced, extended, renewed, supplemented, severed, split, or otherwise modified from time to time, including any New Notes, the "Notes"): (i) a Promissory Note A-1 in favor of Barclays (in its capacity as initial owner of Note A-1 described below, the "Initial Note A-1 Holder") in the original principal amount of \$40,000,000.00 (as amended, modified, consolidated, split, or supplemented, "Note A-1"), (ii) a Promissory Note A-2 in favor of Barclays (in its capacity as initial owner of Note A-2 described below, the "Initial Note A-2 Holder") in the original principal amount of \$30,000,000.00 (as amended, modified, consolidated, split, or supplemented, "Note A-2"), (iii) a Promissory Note A-3 in favor of Barclays (in its capacity as initial owner of Note A-3 described below, the "Initial Note A-3 Holder") in the original principal amount of \$20,000,000.00 (as amended, modified, consolidated, split, or supplemented, "Note A-3"), (iv) a Promissory Note A-4 in favor of Barclays (in its capacity as initial owner of Note A-4 described below, the "Initial Note A-4 Holder") in the original principal amount of \$10,000,000.00 (as amended, modified, consolidated, split, or supplemented, "Note A-4"), (v) a Promissory Note A-5 in favor of Barclays (in its capacity as initial owner of Note A-5 described below, the "Initial Note A-5 Holder") in the original principal amount of \$5,000,000.00 (as amended, modified, consolidated, split, or supplemented, "Note A-5"), (vi) a Promissory Note A-6 in favor of Barclays (in its capacity as initial owner of Note A-6 described below, the "Initial Note A-6 Holder") in the original principal amount of \$3,000,000.00 (as amended, modified, consolidated, split, or supplemented, "Note A-6"), (vii) a Promissory Note A-7 in favor of SocGen (in its capacity as initial owner of Note A-7 described below, the "Initial Note A-7 Holder") in the original principal amount of \$20,600,000.00 (as amended, modified, consolidated, split, or supplemented, "Note A-7"), (viii) a Promissory Note A-8 in favor of SocGen (in its capacity as initial owner of Note A-8 described below, the "Initial Note A-8 Holder") in the original principal amount of \$18,500,000.00 (as amended, modified, consolidated, split, or supplemented, "Note A-8"), (ix) a Promissory Note A-9 in favor of SocGen (in its capacity as initial owner of Note A-9 described below, the "Initial Note A-9 Holder") in the original principal amount of \$9,100,000.00 (as amended, modified, consolidated, split, or supplemented, "Note A-9"), (x) a Promissory Note A-10 in favor of SocGen (in its capacity as initial owner of Note A-10 described below, the "Initial Note A-10 Holder") in the original principal amount of \$6,400,000.00 (as amended, modified, consolidated, split, or supplemented, "Note A-10"), (xi) a Promissory Note A-11 in favor of SocGen (in its capacity as initial owner of Note A-11 described below, the "Initial Note A-11 Holder") in the original principal amount of \$5,400,000.00 (as amended, modified, consolidated,

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split, or supplemented, "Note A-11"), (xii) a Promissory Note A-12 in favor of KeyBank (in its capacity as initial owner of Note A-12 described below, the "Initial Note A-12 Holder") in the original principal amount of \$40,000,000.00 (as amended, modified, consolidated, split, or supplemented, "Note A-12"), (xiii) a Promissory Note A-13 in favor of KeyBank (in its capacity as initial owner of Note A-13 described below, the "Initial Note A-13 Holder") in the original principal amount of \$20,000,000.00 (as amended, modified, consolidated, split, or supplemented, "Note A-13"), and (xiv) a Promissory Note A-14 in favor of KeyBank (in its capacity as initial owner of Note A-14 described below, the "Initial Note A-14 Holder") in the original principal amount of \$12,000,000.00 (as amended, modified, consolidated, split, or supplemented, "Note A-14");

WHEREAS, each of the Notes is secured by those certain first priority Security Instruments (as defined in the Mortgage Loan Agreement) (individually and/or collectively, as the context may require, the "Mortgage") on certain real property located as described on the Mortgage Loan Schedule (individually or collectively, as the context may require, the "Mortgaged Property");

WHEREAS, the parties hereto desire to enter into this Agreement to memorialize the terms under which they, and their successors and assigns, shall hold the Notes;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto mutually agree as follows:

Section 1. **Definitions.** References to a "Section" or the "recitals" are, unless otherwise specified, to a Section or the recitals of this Agreement. Capitalized terms not otherwise defined herein shall have the meaning ascribed thereto (or to any analogous term) in the Lead Securitization Servicing Agreement. Whenever used in this Agreement, the following terms shall have the respective meanings set forth below unless the context clearly requires otherwise. Whenever a term is defined as having the meaning set forth in the Lead Securitization Servicing Agreement or substantially similar language, it shall be deemed to refer to the definition of such term (or if no such definition exists, the definition of any term substantially similar thereto) as is set forth in the Lead Securitization Servicing Agreement.

"Accelerated Mezzanine Loan Lender" shall have the meaning assigned to such term or an analogous term in the Lead Securitization Servicing Agreement.

"Acceptable Insurance Default" shall have the meaning set forth in the Lead Securitization Servicing Agreement.

"Affiliate" shall have the meaning set forth in the Lead Securitization Servicing Agreement.

"Agent" shall mean the Initial Agent or such Person to whom the Initial Agent shall delegate its duties hereunder, and after the first Securitization Date shall mean the Master Servicer.

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"Agent Office" shall mean the designated office of the Agent, which office, as of the date of this Agreement, is the office of the Note A-1 Holder listed on Exhibit B hereto and after the first Securitization Date, shall be the office of the Master Servicer. The Agent Office is the address to which notices to and correspondence with the Agent should be directed. The Agent may change the address of its designated office by notice to the Note Holders.

"Agreement" shall mean this Agreement Between Note Holders, any exhibits and schedules hereto and all amendments hereto and thereof and supplements hereto and thereto.

"Approved Servicer" shall have the meaning assigned to such term in the definition of "Qualified Institutional Lender."

"Asset Representations Reviewer" shall mean the asset representations reviewer appointed as provided in the Lead Securitization Servicing Agreement.

"Asset Review" shall mean any review of representations and warranties conducted by a Non-Lead Asset Representations Reviewer, as contemplated by Item 1101(m) of Regulation AB.

"Bankruptcy Code" shall mean the United States Bankruptcy Code, as amended from time to time, any successor statute or rule promulgated thereto.

"Barclays" shall have the meaning assigned to such term in the preamble to this Agreement together with any of its Affiliates.

"Borrower Party" shall mean the Mortgage Loan Borrower, a manager of the Mortgaged Property, an Accelerated Mezzanine Loan Lender or any Borrower Party Affiliate.

"Borrower Party Affiliate" shall mean, with respect to the Mortgage Loan Borrower, a manager of the Mortgaged Property or an Accelerated Mezzanine Loan Lender, (a) any other Person controlling or controlled by or under common control with such Mortgage Loan Borrower, manager or Accelerated Mezzanine Loan Lender, as applicable, or (b) any other Person owning, directly or indirectly, 25% or more of the beneficial interests in such Mortgage Loan Borrower, manager or Accelerated Mezzanine Loan Lender, as applicable. For the purposes of this definition, "control" when used with respect to any specified Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"CDO" shall have the meaning assigned to such term in the definition of "Qualified Institutional Lender."

"CDO Asset Manager" with respect to any Securitization Vehicle that is a CDO, shall mean the entity that is responsible for managing or administering a Note as an underlying asset of such Securitization Vehicle or, if applicable, as an asset of any Intervening Trust Vehicle (including, without limitation, the right to exercise any consent and control rights available to the holder of such Note).

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"Certificate" shall mean any certificate issued pursuant to a Securitization.

"Certificate Administrator" shall mean the certificate administrator appointed as provided in the Lead Securitization Servicing Agreement.

"Certificateholder" shall mean any holder of a Certificate issued pursuant to a Securitization, to the extent provided under the terms of the related Securitization Servicing Agreement.

"Code" shall mean the Internal Revenue Code of 1986, as amended.

"Collection Account" shall have the meaning assigned to such term in the Lead Securitization Servicing Agreement.

"Commission" shall mean the Securities and Exchange Commission.

"Companion Distribution Account" shall mean the "Companion Distribution Account", "Loan Combination Custodial Account" or analogous account established for the Mortgage Loan pursuant to the Lead Securitization Servicing Agreement.

"Conduit" shall have the meaning assigned to such term in Section 14(d).

"Conduit Credit Enhancer" shall have the meaning assigned to such term in Section 14(d).

"Conduit Inventory Loan" shall have the meaning assigned to such term in Section 14(d).

"Control" shall mean the ownership, directly or indirectly, in the aggregate of more than fifty percent (50%) of the beneficial ownership interests of an entity and the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of an entity, whether through the ability to exercise voting power, by contract or otherwise, and the terms "Controlling" and "Controlled" shall have meanings correlative thereto.

"Controlling Note" shall mean Note A-1.

"Controlling Note Holder" shall mean the holder of the Controlling Note; provided that at any time the Controlling Note is included in a Securitization, references to the "Controlling Note Holder" herein shall mean the holders of the majority of the class of securities issued in such Securitization designated as the "controlling class" or assigned the rights to exercise the rights of the "Controlling Note Holder" hereunder; as and to the extent provided in the related Securitization Servicing Agreement; provided that for so long as the Controlling Note Holder (or the majority "controlling class holder" or other party assigned the rights to exercise the rights of the Controlling Note Holder) is a Borrower Party, the Controlling Note Holder (and the majority "controlling class holder" or other party assigned the rights to exercise the rights of the Controlling Note Holder) shall not be entitled to exercise any rights of the Controlling Note Holder, and there shall be deemed to be no Controlling Note Holder hereunder. If the Controlling Note is included in a Securitization, the related Securitization Servicing Agreement may contain additional

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limitations on the rights of the designated party entitled to exercise the rights of the "Controlling Note Holder" hereunder if such designated party is a Mortgage Loan Borrower or if it has certain relationships with any Mortgage Loan Borrower.

"Controlling Note Holder Representative" shall have the meaning assigned to such term in Section 6(a).

"Custodian" shall mean the custodian or analogous party appointed as provided in the Lead Securitization Servicing Agreement.

"DBRS Morningstar" shall mean DBRS, Inc., and its successors in interest.

"Depositary" shall mean the depositary under the Lead Securitization Servicing Agreement.

"Event of Default" shall mean, with respect to the Mortgage Loan, an "Event of Default" (or analogous term) as defined in the Mortgage Loan Agreement.

"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended.

"Fitch" shall mean Fitch Ratings, Inc., and its successors in interest.

"Indemnified Items" shall have the meaning assigned to such term in Section 2(b).

"Indemnified Parties" shall have the meaning assigned to such term in Section 2(b).

"Initial Agent" shall have the meaning assigned to such term in the preamble to this Agreement.

"Initial Note A-1 Holder" shall have the meaning assigned to such term in the recitals.

"Initial Note A-2 Holder" shall have the meaning assigned to such term in the recitals.

"Initial Note A-3 Holder" shall have the meaning assigned to such term in the recitals.

"Initial Note A-4 Holder" shall have the meaning assigned to such term in the recitals.

"Initial Note A-5 Holder" shall have the meaning assigned to such term in the recitals.

"Initial Note A-6 Holder" shall have the meaning assigned to such term in the recitals.

"Initial Note A-7 Holder" shall have the meaning assigned to such term in the recitals.

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"Initial Note A-8 Holder" shall have the meaning assigned to such term in the recitals.

"Initial Note A-9 Holder" shall have the meaning assigned to such term in the recitals.

"Initial Note A-10 Holder" shall have the meaning assigned to such term in the recitals.

"Initial Note A-11 Holder" shall have the meaning assigned to such term in the recitals.

"Initial Note A-12 Holder" shall have the meaning assigned to such term in the recitals.

"Initial Note A-13 Holder" shall have the meaning assigned to such term in the recitals.

"Initial Note A-14 Holder" shall have the meaning assigned to such term in the recitals.

"Initial Note Holder" or "Initial Note Holders" shall mean, individually and/or collectively, as the context may require, Initial Note A-1 Holder, Initial Note A-2 Holder, Initial Note A-3 Holder, Initial Note A-4 Holder, Initial Note A-5 Holder, Initial Note A-6 Holder, Initial Note A-7 Holder, Initial Note A-8 Holder, Initial Note A-9 Holder, Initial Note A-10 Holder, Initial Note A-11 Holder, Initial Note A-12 Holder, Initial Note A-13 Holder, and Initial Note A-14 Holder.

"Insolvency Proceeding" shall mean any proceeding under Title 11 of the United States Code (11 U.S.C. Sec. 101 *et seq.*) or any other insolvency, liquidation, reorganization or other similar proceeding concerning any Mortgage Loan Borrower, any action for the dissolution of any Mortgage Loan Borrower, any proceeding (judicial or otherwise) concerning the application of the assets of any Mortgage Loan Borrower for the benefit of its creditors, the appointment of, or any proceeding seeking the appointment of, a trustee, receiver or other similar custodian for all or any substantial part of the assets of any Mortgage Loan Borrower or any other action concerning the adjustment of the debts of any Mortgage Loan Borrower, the cessation of business by any Mortgage Loan Borrower, except following a sale, transfer or other disposition of all or substantially all of the assets of such Mortgage Loan Borrower in a transaction permitted under the Mortgage Loan Documents; provided, that following any such permitted transaction affecting the title to any Mortgaged Property, the related Mortgage Loan Borrower for purposes of this Agreement shall be defined to mean the successor owner of such Mortgaged Property from time to time as may be permitted pursuant to the Mortgage Loan Documents; provided, further, that for the purposes of this definition, in the event that more than one entity comprises the Mortgage Loan Borrower, the term "Mortgage Loan Borrower" shall refer to any such entity (or entities as applicable).

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"Insurance Default" shall mean, with respect to the Mortgage Loan, any default arising by reason of the failure of the related Mortgage Loan Borrower to maintain the insurance requirements outlined in the Mortgage Loan Agreement.

"Interest Rate" shall have the meaning assigned to such term in the Mortgage Loan Agreement.

"Interested Person" shall mean the Depositor, any Non-Lead Depositor, the Master Servicer, any Non-Lead Master Servicer, the Special Servicer, any Non-Lead Special Servicer, the Trustee, any Non-Lead Trustee, the Asset Representations Reviewer, the risk retention consultation party under the Lead Securitization, any Mortgage Loan Borrower, any manager of any Mortgaged Property, any independent contractor engaged by any of the foregoing parties, the Operating Advisor, any Non-Lead Operating Advisor, the Controlling Note Holder, the Controlling Note Holder Representative, any Non-Controlling Note Holder, any Non-Controlling Note Holder Representative, any holder of a related mezzanine loan, or any known Affiliate of any such party described above.

"Intervening Trust Vehicle" with respect to any Securitization Vehicle that is a CDO, shall mean a trust vehicle or entity that holds any Note as collateral securing (in whole or in part) any obligation or security held by such Securitization Vehicle as collateral for the CDO.

"KeyBank" shall have the meaning assigned to such term in the preamble to this Agreement together with any of its Affiliates.

"KBR&A" shall mean Kroll Bond Rating Agency, LLC and its successors in interest.

"Lead Securitization" shall mean:

(i) during the period from and after the Securitization of any Note other than Note A-1 and prior to the Note A-1 Securitization, the Securitization with the earliest Securitization Date; provided that, prior to the Securitization of Note A-1, if two or more Notes other than Note A-1 have both the earliest Securitization Date and the same Securitization Date but are included in different Securitized Vehicles, then the Securitization including the Note(s) with the larger (aggregate) Note Principal Balance shall be the Lead Securitization; and

(ii) immediately upon the occurrence of and following the Securitization of Note A-1, the Note A-1 Securitization.

"Lead Securitization Date" shall mean the closing date of the Lead Securitization.

"Lead Securitization Directing Certificateholder" shall mean the "Directing Certificateholder" or analogous party as defined in the Lead Securitization Servicing Agreement.

"Lead Securitization Note" shall mean the Note(s) included in the Lead Securitization.

"Lead Securitization Note Holder" shall mean the holder of the Lead Securitization Note(s).

"Lead Securitization Servicing Agreement" shall mean the PSA executed and delivered in connection with the Lead Securitization; provided that during any period that the Mortgage Loan is no longer subject to the provisions of the Lead Securitization Servicing Agreement, the "Lead Securitization Servicing Agreement" shall be determined in accordance with the second paragraph of Section 2(a).

"Lead Securitization Trust" shall mean the Securitization Trust created in connection with the Lead Securitization.

"Major Decisions" shall mean "Major Decisions" as defined in the Lead Securitization Servicing Agreement.

"Master Servicer" shall mean the applicable master servicer with respect to the Mortgage Loan appointed as provided in the Lead Securitization Servicing Agreement.

"Model PSA" shall mean that certain pooling and servicing agreement, dated as of April 1, 2023, relating to the BBCMS Mortgage Trust 2023-C19 securitization.

"Moody's" shall mean Moody's Investors Service, Inc., and its successors in interest.

"Mortgage" shall have the meaning assigned to such term in the recitals.

"Mortgage Loan" shall have the meaning assigned to such term in the recitals.

"Mortgage Loan Agreement" shall mean the Loan Agreement, dated as of May 24, 2023, between Barclays, SocGen and KeyBank, individually and/or collectively, as the context may require, as lender, and the Mortgage Loan Borrower, as borrower, as the same may be further amended, restated, supplemented or otherwise modified from time to time, subject to the terms hereof.

"Mortgage Loan Borrower" shall have the meaning assigned to such term in the recitals.

"Mortgage Loan Documents" shall mean, with respect to the Mortgage Loan, the Mortgage Loan Agreement, the Mortgage, the Notes and all other documents now or hereafter evidencing, guaranteeing or securing the Mortgage Loan.

"Mortgage Loan Schedule" shall have the meaning assigned to such term in the recitals.

"Mortgaged Property" shall have the meaning assigned to such term in the recitals.

"New Notes" shall have the meaning assigned to such term in Section 32.

"Non-Controlling Note" shall mean any Note (other than the Controlling Note), including any New Note designated as a "Non-Controlling Note" hereunder pursuant to Section 32.

"Non-Controlling Note Holder" shall mean any holder of a Non-Controlling Note; provided that at any time such holder's respective Note is included in a Securitization, references to such "Non-Controlling Note Holder" herein shall mean the "Directing Certificateholder", "Directing Holder", "Controlling Class Representative" or any other party assigned the rights to exercise the rights of such "Non-Controlling Note Holder" hereunder, as and to the extent provided in the related Non-Lead Securitization Servicing Agreement (including without limitation subject to any restrictions applicable to the Mortgage Loan Borrower or affiliates of the Mortgage Loan Borrower provided in such Non-Lead Securitization Servicing Agreement) and as to the identity of which the Lead Securitization Note Holder (and the Master Servicer and the Special Servicer) has been given written notice; provided that for so long as any Non-Controlling Note is held by (or the majority "controlling class" holder or other party assigned the rights of such "Non-Controlling Note Holder" (as described above) is a Borrower Party, such Non-Controlling Note (and the majority "controlling class" holder or other party assigned the rights of such "Non-Controlling Note Holder" (as described above) shall not be entitled to exercise any rights of such Non-Controlling Note Holder, and there shall be deemed to be no Non-Controlling Note Holder hereunder with respect to such Non-Controlling Note. The Lead Securitization Note Holder (or the Master Servicer or the Special Servicer acting on its behalf) shall not be required at any time to deal with more than one party in respect of any Note that is exercising the rights of a "Non-Controlling Note Holder" herein or under the Lead Securitization Servicing Agreement (it being understood, for the avoidance of doubt, that the Lead Securitization Note Holder (or the Master Servicer or Special Servicer on its behalf) may additionally need to deal with the master servicer, special servicer or other person party to the related Securitization Servicing Agreement) and (x) to the extent that the related Securitization Servicing Agreement assigns such rights to more than one party or (y) to the extent any Note is split into two or more New Notes pursuant to Section 32, for purposes of this Agreement, the applicable Securitization Servicing Agreement or the holders of such New Notes shall designate one such party to deal with the Lead Securitization Note Holder (or the Master Servicer or the Special Servicer acting on its behalf) and provide written notice of such designation to the Lead Securitization Note Holder (and the Master Servicer and the Special Servicer acting on its behalf); provided that, in the absence of such designation and notice, the Lead Securitization Note Holder (or the Master Servicer or the Special Servicer acting on its behalf) shall be entitled to treat the last party as to which it has received written notice as having been designated as a Non-Controlling Note Holder, as a Non-Controlling Note Holder under this Agreement. If the Non-Controlling Note is included in a Securitization, the related Securitization Servicing Agreement may contain additional limitations on the rights of the designated party entitled to exercise the rights of the "Non-Controlling Note Holder" hereunder if such designated party is the Mortgage Loan Borrower or if it has certain relationships with the Mortgage Loan Borrower.

"Non-Controlling Note Holder Representative" shall have the meaning assigned to such term in Section 6(a).

"Non-Exempt Person" shall mean any Person other than a Person who is either (i) a U.S. Person or (ii) has on file with the Agent for the relevant year such duly-executed form(s) or

statement(s) which may, from time to time, be prescribed by law and which, pursuant to applicable provisions of (A) any income tax treaty between the United States and the country of residence of such Person, (B) the Code or (C) any applicable rules or regulations in effect under clauses (A) or (B) above, permit any Servicer on behalf of the Note Holders to make such payments free of any obligation or liability for withholding.

"Non-Lead Asset Representations Reviewer" shall mean the party acting as "asset representations reviewer" (within the meaning of Item 1101(m) of Regulation AB) under a Non-Lead Securitization Servicing Agreement.

"Non-Lead Certificate Administrator" shall mean the "certificate administrator" under any Non-Lead Securitization Servicing Agreement.

"Non-Lead Depositor" shall mean the "depositor" under any Non-Lead Securitization Servicing Agreement.

"Non-Lead Master Servicer" shall mean the "master servicer" under any Non-Lead Securitization Servicing Agreement.

"Non-Lead Operating Advisor" shall mean the "trust advisor", "senior trust advisor", "operating advisor" or other analogous term under any Non-Lead Securitization Servicing Agreement.

"Non-Lead Securitization" shall mean the first sale by a Non-Lead Securitization Note Holder of all or a portion of such Non-Lead Securitization Note to a depositor who will in turn include such portion of such Non-Lead Securitization Note as part of the securitization of one or more mortgage loans.

"Non-Lead Securitization Note" shall mean any Note other than the Lead Securitization Note.

"Non-Lead Securitization Note Holder" shall mean any holder of a Non-Lead Securitization Note.

"Non-Lead Securitization Servicing Agreement" shall mean any PSA that is not the Lead Securitization Servicing Agreement.

"Non-Lead Special Servicer" shall mean the "special servicer" under any Non-Lead Securitization Servicing Agreement.

"Non-Lead Trustee" shall mean the "trustee" under any Non-Lead Securitization Servicing Agreement.

"Non-Securitizing Note Holder" shall mean, with respect to a Securitization, each Note Holder that is not a Securitizing Note Holder with respect to such Securitization.

"Nonrecoverable Advance" shall have the meaning given thereto or to an analogous term in the Lead Securitization Servicing Agreement.

"Note A-1" shall have the meaning assigned to such term in the recitals.

"Note A-1 Holder" shall mean the Initial Note A-1 Holder or any subsequent holder of Note A-1, as applicable.

"Note A-1 PSA" shall mean the pooling and servicing agreement or other comparable agreement entered into in connection with the Note A-1 Securitization.

"Note A-1 Securitization" shall mean the first sale by the Note A-1 Holder of all or a portion of Note A-1 to a depositor who will in turn include such portion of Note A-1 as part of the securitization of one or more mortgage loans.

"Note A-2" shall have the meaning assigned to such term in the recitals.

"Note A-2 Holder" shall mean the Initial Note A-2 Holder or any subsequent holder of Note A-2, as applicable.

"Note A-2 PSA" shall mean the pooling and servicing agreement or other comparable agreement entered into in connection with the Note A-2 Securitization.

"Note A-2 Securitization" shall mean the first sale by the Note A-2 Holder of all or a portion of Note A-2 to a depositor who will in turn include such portion of Note A-2 as part of the securitization of one or more mortgage loans.

"Note A-3" shall have the meaning assigned to such term in the recitals.

"Note A-3 Holder" shall mean the Initial Note A-3 Holder or any subsequent holder of Note A-3, as applicable.

"Note A-3 PSA" shall mean the pooling and servicing agreement or other comparable agreement entered into in connection with the Note A-3 Securitization.

"Note A-3 Securitization" shall mean the first sale by the Note A-3 Holder of all or a portion of Note A-3 to a depositor who will in turn include such portion of Note A-3 as part of the securitization of one or more mortgage loans.

"Note A-4" shall have the meaning assigned to such term in the recitals.

"Note A-4 Holder" shall mean the Initial Note A-4 Holder or any subsequent holder of Note A-4, as applicable.

"Note A-4 PSA" shall mean the pooling and servicing agreement or other comparable agreement entered into in connection with the Note A-4 Securitization.

"Note A-4 Securitization" shall mean the first sale by the Note A-4 Holder of all or a portion of Note A-4 to a depositor who will in turn include such portion of Note A-4 as part of the securitization of one or more mortgage loans.

"Note A-5" shall have the meaning assigned to such term in the recitals.

"Note A-5 Holder" shall mean the Initial Note A-5 Holder or any subsequent holder of Note A-5, as applicable.

"Note A-5 PSA" shall mean the pooling and servicing agreement or other comparable agreement entered into in connection with the Note A-5 Securitization.

"Note A-5 Securitization" shall mean the first sale by the Note A-5 Holder of all or a portion of Note A-5 to a depositor who will in turn include such portion of Note A-5 as part of the securitization of one or more mortgage loans.

"Note A-6" shall have the meaning assigned to such term in the recitals.

"Note A-6 Holder" shall mean the Initial Note A-6 Holder or any subsequent holder of Note A-6, as applicable.

"Note A-6 PSA" shall mean the pooling and servicing agreement or other comparable agreement entered into in connection with the Note A-6 Securitization.

"Note A-6 Securitization" shall mean the first sale by the Note A-6 Holder of all or a portion of Note A-6 to a depositor who will in turn include such portion of Note A-6 as part of the securitization of one or more mortgage loans.

"Note A-7" shall have the meaning assigned to such term in the recitals.

"Note A-7 Holder" shall mean the Initial Note A-7 Holder or any subsequent holder of Note A-7, as applicable.

"Note A-7 PSA" shall mean the pooling and servicing agreement or other comparable agreement entered into in connection with the Note A-7 Securitization.

"Note A-7 Securitization" shall mean the first sale by the Note A-7 Holder of all or a portion of Note A-7 to a depositor who will in turn include such portion of Note A-7 as part of the securitization of one or more mortgage loans.

"Note A-8" shall have the meaning assigned to such term in the recitals.

"Note A-8 Holder" shall mean the Initial Note A-8 Holder or any subsequent holder of Note A-8, as applicable.

"Note A-8 PSA" shall mean the pooling and servicing agreement or other comparable agreement entered into in connection with the Note A-8 Securitization.

"Note A-8 Securitization" shall mean the first sale by the Note A-8 Holder of all or a portion of Note A-8 to a depositor who will in turn include such portion of Note A-8 as part of the securitization of one or more mortgage loans.

"Note A-9" shall have the meaning assigned to such term in the recitals.

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"Note A-9 Holder" shall mean the Initial Note A-9 Holder or any subsequent holder of Note A-9, as applicable.

"Note A-9 PSA" shall mean the pooling and servicing agreement or other comparable agreement entered into in connection with the Note A-9 Securitization.

"Note A-9 Securitization" shall mean the first sale by the Note A-9 Holder of all or a portion of Note A-9 to a depositor who will in turn include such portion of Note A-9 as part of the securitization of one or more mortgage loans.

"Note A-10" shall have the meaning assigned to such term in the recitals.

"Note A-10 Holder" shall mean the Initial Note A-10 Holder or any subsequent holder of Note A-10, as applicable.

"Note A-10 PSA" shall mean the pooling and servicing agreement or other comparable agreement entered into in connection with the Note A-10 Securitization.

"Note A-10 Securitization" shall mean the first sale by the Note A-10 Holder of all or a portion of Note A-10 to a depositor who will in turn include such portion of Note A-10 as part of the securitization of one or more mortgage loans.

"Note A-11" shall have the meaning assigned to such term in the recitals.

"Note A-11 Holder" shall mean the Initial Note A-11 Holder or any subsequent holder of Note A-11, as applicable.

"Note A-11 PSA" shall mean the pooling and servicing agreement or other comparable agreement entered into in connection with the Note A-11 Securitization.

"Note A-11 Securitization" shall mean the first sale by the Note A-11 Holder of all or a portion of Note A-11 to a depositor who will in turn include such portion of Note A-11 as part of the securitization of one or more mortgage loans.

"Note A-12" shall have the meaning assigned to such term in the recitals.

"Note A-12 Holder" shall mean the Initial Note A-12 Holder or any subsequent holder of Note A-12, as applicable.

"Note A-12 PSA" shall mean the pooling and servicing agreement or other comparable agreement entered into in connection with the Note A-12 Securitization.

"Note A-12 Securitization" shall mean the first sale by the Note A-12 Holder of all or a portion of Note A-12 to a depositor who will in turn include such portion of Note A-12 as part of the securitization of one or more mortgage loans.

"Note A-13" shall have the meaning assigned to such term in the recitals.

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"Note A-13 Holder" shall mean the Initial Note A-13 Holder or any subsequent holder of Note A-13, as applicable.

"Note A-13 PSA" shall mean the pooling and servicing agreement or other comparable agreement entered into in connection with the Note A-13 Securitization.

"Note A-13 Securitization" shall mean the first sale by the Note A-13 Holder of all or a portion of Note A-13 to a depositor who will in turn include such portion of Note A-13 as part of the securitization of one or more mortgage loans.

"Note A-14" shall have the meaning assigned to such term in the recitals.

"Note A-14 Holder" shall mean the Initial Note A-14 Holder or any subsequent holder of Note A-14, as applicable.

"Note A-14 PSA" shall mean the pooling and servicing agreement or other comparable agreement entered into in connection with the Note A-14 Securitization.

"Note A-14 Securitization" shall mean the first sale by the Note A-14 Holder of all or a portion of Note A-14 to a depositor who will in turn include such portion of Note A-14 as part of the securitization of one or more mortgage loans.

"Note Holder Representative" shall mean a Controlling Note Holder Representative or a Non-Controlling Note Holder Representative, as applicable.

"Note Holder" or "Notes Holder" shall mean, individually and/or collectively, as the context may require, the Note A-1 Holder, the Note A-2 Holder, the Note A-3 Holder, the Note A-4 Holder, the Note A-5 Holder, the Note A-6 Holder, the Note A-7 Holder, the Note A-8 Holder, the Note A-9 Holder, the Note A-10 Holder, the Note A-11 Holder, the Note A-12 Holder, the Note A-13 Holder and Note A-14 Holder.

"Note Pledge" shall have the meaning assigned to such term in Section 14(c).

"Note Principal Balance" shall mean, with respect to any Note, at any time of determination, the principal balance set forth for such Note on the Mortgage Loan Schedule, less any payments of principal on such Note received by the applicable Note Holder or reductions in the principal balance thereof pursuant to Section 3 or 4, as applicable.

"Note Register" shall have the meaning assigned to such term in Section 15.

"Notes" shall have the meaning assigned to such term in the recitals.

"Operating Advisor" shall mean the "trust advisor", "senior trust adviser" or "operating advisor" or other analogous term under the Lead Securitization Servicing Agreement.

"P&I Advance" shall mean an advance made by a party to any Securitization Servicing Agreement in respect of a delinquent monthly debt service payment on the Note(s) securitized pursuant to such Securitization Servicing Agreement.

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"Payment Date" shall have the meaning assigned to such term (or analogous term) in the Mortgage Loan Agreement.

"Percentage Interest" shall mean, with respect to any Note Holder, a fraction, expressed as a percentage, the numerator of which is the principal balance of the related Note and the denominator of which is the principal balance of the Mortgage Loan.

"Permitted Fund Manager" shall mean any Person that on the date of determination is (i) one of the entities on Exhibit C attached hereto and made a part hereof or any other nationally-recognized manager of investment funds investing in debt or equity interests relating to commercial real estate, (ii) investing through a fund with committed capital of at least \$250,000,000 and (iii) not subject to a proceeding relating to the bankruptcy, insolvency, reorganization or relief of debtors.

"Pledge" shall have the meaning assigned to such term in Section 14(c).

"Pro Rata and Pari Passu Basis" shall mean with respect to the Notes and the Note Holders, the allocation of any particular payment, collection, cost, expense, liability or other amount between such Notes or Note Holders, as the case may be, without any priority of any such Note or any such Note Holder over another such Note or Note Holder, as the case may be, and in any event such that each Note or Note Holder, as the case may be, is allocated its respective Percentage Interest of such particular payment, collection, cost, expense, liability or other amount.

"PSA" shall mean, individually and/or collectively, as the context may require, the Note A-1 PSA, the Note A-2 PSA, the Note A-3 PSA, the Note A-4 PSA, the Note A-5 PSA, the Note A-6 PSA, the Note A-7 PSA, the Note A-8 PSA, the Note A-9 PSA, the Note A-10 PSA, the Note A-11 PSA, the Note A-12 PSA, the Note A-13 PSA and the Note A-14 PSA.

"Qualified Institutional Lender" shall mean each of Barclays, SocGen, KeyBank and any other U.S. Person that is:

(a) a company, partnership, trust, company, commercial credit corporation, pension plan, pension fund, pension fund advisory firm, mutual fund, real estate investment trust, governmental entity or plan, or other entity that Controls any of Barclays, SocGen, or KeyBank; or

(b) one or more of the following:

(i) an insurance company, bank, savings and loan association, investment bank, trust company, commercial credit corporation, pension plan, pension fund, pension fund advisory firm, mutual fund, real estate investment trust, governmental entity or plan, or

(ii) an investment company, money management firm or a "qualified institutional buyer" within the meaning of Rule 144A under the Securities Act of 1933, as amended, or an "accredited investor" within the meaning of Rule 501(a)(1), (2), (3) or (7) of Regulation D under the Securities Act of 1933, as amended, or

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(iii) a Qualified Trustee in connection with (a) a securitization of, (b) the creation of collateralized debt obligations ("CDO") secured by, or (c) a financing through an "owner trust" of, a Note or any interest therein (any of the foregoing, a "Securitization Vehicle"), provided that (1) one or more classes of securities issued by such Securitization Vehicle is initially rated at least investment grade by each of the Rating Agencies that assigned a rating to one or more classes of securities issued in connection with such Securitization Vehicle (it being understood that with respect to any Rating Agency that assigned such a rating to the securities issued by such Securitization Vehicle, a Rating Agency Confirmation will not be required in connection with a transfer of such Note or any interest therein to such Securitization Vehicle); (2) in the case of a Securitization Vehicle that is not a CDO, the special servicer of such Securitization Vehicle has a Required Special Servicer Rating or is otherwise subject to Rating Agency Confirmations from the Rating Agencies rating each Securitization (such entity, an "Approved Servicer") and such Approved Servicer is required to service and administer such Note or any interest therein in accordance with servicing arrangements for the assets held by the Securitization Vehicle which require that such Approved Servicer act in accordance with a servicing standard notwithstanding any contrary direction or instruction from any other Person; or (3) in the case of a Securitization Vehicle that is a CDO, the CDO Asset Manager and, if applicable, each Intervening Trust Vehicle that is not administered and managed by a CDO Asset Manager which is a Qualified Institutional Lender, are each a Qualified Institutional Lender under clauses (i), (ii) or (v) of this definition, or

(iv) an investment fund, limited liability company, limited partnership or general partnership having capital and/or capital commitments of at least \$250,000,000, in which (A) any Initial Note Holder, (B) a person that is otherwise a Qualified Institutional Lender under clause (i), (ii) or (v) (with respect to an institution substantially similar to the entities referred to in clause (i) or (ii) above), or (C) a Permitted Fund Manager, acts as a general partner, managing member, or the fund manager responsible for the day-to-day management and operation of such investment vehicle and provided that at least 50% of the equity interests in such investment vehicle are owned, directly or indirectly, by one or more entities that are otherwise Qualified Institutional Lenders (without regard to the capital surplus/equity and total asset requirements set forth below in the definition), or

(v) an institution substantially similar to any of the foregoing, and

in the case of any entity referred to in clause (b)(i), (ii), (iv) or (v) of this definition, (x) such entity has at least \$200,000,000 in capital/statutory surplus or shareholders' equity (except with respect to a pension advisory firm or similar fiduciary) and at least \$600,000,000 in total assets (in name or under management), and (y) is regularly engaged in the business of making or owning commercial real estate loans (or interests therein) similar to the Mortgage Loan (or mezzanine loans with respect thereto) or owning or operating commercial real estate properties; provided that, in the case of the entity described in clause (iv) or (v) above, the requirements of this clause (v) may be satisfied by a general partner, managing member, or the fund manager responsible for the day-to-day management and operation of such entity; or

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(c) any entity Controlled by any of the entities described in clause (b) (other than clause (b)(iii)) above or that is the subject of a Rating Agency Confirmation as a Qualified Institutional Lender for purposes of this Agreement from each of the Rating Agencies engaged by the Depositor and any Non-Lead Depositor to rate the securities issued by the related Securitization Trust.

"Qualified Trustee" shall mean (i) a corporation, national bank, national banking association or a trust company, organized and doing business under the laws of any state or the United States of America, authorized under such laws to exercise corporate trust powers and to accept the trust conferred, having a combined capital and surplus of at least \$50,000,000 and subject to supervision or examination by federal or state authority, (ii) an institution insured by the Federal Deposit Insurance Corporation or (iii) an institution whose long-term senior unsecured debt has a rating in either of the then in effect top two rating categories of each of the applicable Rating Agencies (or, if not rated by an applicable Rating Agency, an equivalent (or higher) rating from any two of Fitch, Moody's and S&P).

"Rating Agencies" shall mean DBRS Morningstar, Fitch, KBRA, Moody's and S&P and their respective successors in interest or, if any of such entities shall for any reason no longer perform the functions of a securities rating agency, any other nationally recognized statistical rating agency reasonably engaged by any Note Holder to rate the securities issued in connection with the Securitization of the related Note; provided that, at any time during which one or more of the Notes is an asset of one or more Securitizations, "Rating Agencies" or "Rating Agency" shall mean only those rating agencies that are engaged by the related depositor (or its Affiliate) from time to time to rate the securities issued in connection with the Securitizations of the Notes.

"Rating Agency Communication" shall mean, with respect to any action and any Securitization, any written communication intended for a Rating Agency, which shall be delivered at least ten (10) Business Days prior to completing such action, in electronic document format suitable for website posting to the 17g-5 information provider under the applicable Securitization Servicing Agreement.

"Rating Agency Confirmation" shall mean, with respect to any Securitization, a confirmation in writing (which may be in electronic form) by each of the applicable Rating Agencies for such Securitization that the occurrence of the event with respect to which such Rating Agency Confirmation is sought shall not result in a downgrade, qualification or withdrawal of the applicable rating or ratings assigned by such Rating Agency to any of the securities issued pursuant to such Securitization that are then outstanding. If no such securities are outstanding with respect to any Securitization, any action that would otherwise require a Rating Agency Confirmation shall instead require the consent of the Controlling Note Holder, which consent shall not be unreasonably withheld or delayed. For the purposes of this Agreement, if any Rating Agency shall waive, decline or refuse to review or otherwise engage any request for Rating Agency Confirmation hereunder, such waiver, declination, or refusal

shall be deemed to eliminate, for such request only, the condition that a Rating Agency Confirmation by such Rating Agency (only) be obtained for purposes of this Agreement, and any requirement hereunder to obtain a Rating Agency Confirmation from any Rating Agency may be satisfied or deemed in the same manner that a Rating Agency Confirmation requirement may be satisfied or deemed satisfied under the Lead

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Securitization Servicing Agreement. For purposes of clarity, any such waiver, declination or refusal to review or otherwise engage in any request for a Rating Agency Confirmation hereunder shall not be deemed a waiver, declination or refusal to review or otherwise engage in any subsequent request for a Rating Agency Confirmation hereunder and the condition for Rating Agency Confirmation pursuant to this Agreement for any subsequent request shall apply regardless of any previous waiver, declination or refusal to review or otherwise engage in such prior request.

"Redirection Notice" shall have the meaning assigned to such term in Section 1.4(c).

"Regulation AB" shall mean Subpart 229.1100 – Asset Backed Securities (Regulation AB), 17 C.F.R. §§229.1100-229.1125, as such rules may be amended from time to time, and subject to such clarification and interpretation as have been provided by the Commission or by the staff of the Commission, or as may be provided by the Commission or its staff from time to time, in each case as effective from time to time as of the compliance dates specified therein.

"REMIC" shall mean a real estate mortgage investment conduit within the meaning of Section 860D(a) of the Code.

"REMIC Provisions" shall mean provisions of the federal income tax law relating to real estate mortgage investment conduits, which appear at Sections 860A through 860G of subchapter M of Chapter 1 of the Code, and related provisions, and regulations (including any applicable proposed regulations) and rulings promulgated thereunder, as the foregoing may be in effect from time to time.

"Required Special Servicer Rating" shall mean with respect to a special servicer (i) in the case of Fitch, a rating of "CCS3" or better, (ii) in the case of S&P, such special servicer is on S&P's Select Servicer List as a U.S. Commercial Mortgage Special Servicer, (iii) in the case of Moody's, such special servicer is acting as special servicer for one or more loans included in a commercial mortgage loan securitization that was rated by Moody's within the twelve (12) month period prior to the date of determination, and Moody's has not downgraded or withdrawn the then-current rating on any class of commercial mortgage securities or placed any class of commercial mortgage securities on watch citing the continuation of such special servicer as special servicer of such commercial mortgage loans, (iv) in the case of KBRA, KBRA has not cited servicing concerns of such special servicer as the sole or material factor in any qualification, downgrade or withdrawal of the ratings (or placement on "watch status" in contemplation of a ratings downgrade or withdrawal) of securities in a transaction serviced by such special servicer prior to the time of determination, and (v) in the case of DBRS Morningstar, either a commercial mortgage servicer or special servicer (a) that has a current ranking from DBRS Morningstar of at least MOR3, or (b) if not rated by DBRS Morningstar, that is currently acting as servicer or special servicer, as applicable, for a commercial mortgage-backed securities transaction rated by DBRS Morningstar and as to which DBRS Morningstar has not cited servicing concerns with respect to such servicer as the sole or material factor in any qualification, downgrade or withdrawal of the ratings (or placement on "watch status" in contemplation of a ratings downgrade or withdrawal, which placement on "watch status" has not been withdrawn within 60 days without any ratings downgrade or withdrawal) of securities in such commercial mortgage-backed securities transaction serviced by the applicable servicer prior to the time of determination.

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"S&P" shall mean S&P Global Ratings, and its successors in interest.

"Scheduled Interest Payment" shall mean the scheduled payment of interest due on the Mortgage Loan on a Payment Date.

"Scheduled Principal Payment" shall mean the scheduled payment of principal due on the Mortgage Loan on a Payment Date.

"Securitization" or "Securitized" shall mean, individually and/or collectively, as the context may require, the Note A-1 Securitization, the Note A-2 Securitization, the Note A-3 Securitization, the Note A-4 Securitization, the Note A-5 Securitization, the Note A-6 Securitization, the Note A-7 Securitization, the Note A-8 Securitization, the Note A-9 Securitization, the Note A-10 Securitization, the Note A-11 Securitization, the Note A-12 Securitization, the Note A-13 Securitization and the Note A-14 Securitization.

"Securitization Date" shall mean, with respect to a Securitization, the effective date on which such Securitization is consummated.

"Securitization Servicing Agreement" shall mean the Lead Securitization Servicing Agreement or any Non-Lead Securitization Servicing Agreement.

"Securitization Trust" shall mean a trust formed pursuant to a Securitization pursuant to which one or more of the Notes are held.

"Securitization Vehicle" shall have the meaning assigned to such term in the definition of "Qualified Institutional Lender."

"Securitizing Note Holder" shall mean, with respect to a Securitization, each Note Holder that is contributing its Note to such Securitization.

"Servicer" shall mean the Master Servicer or the Special Servicer, as the context may require.

"Servicer Termination Event" shall have the meaning assigned to such term in the Lead Securitization Servicing Agreement or at any time that the Mortgage Loan is no longer subject to the provisions of the Lead Securitization Servicing Agreement, any analogous concept under the servicing agreement pursuant to which the Mortgage Loan is being serviced in accordance with the terms of this Agreement.

"Servicing Advance" shall have the meaning assigned to such term or analogous term in the Lead Securitization Servicing Agreement or at any time that the Mortgage Loan is no longer subject to the provisions of the Lead Securitization Servicing Agreement, any analogous concept under the servicing agreement pursuant to which the Mortgage Loan is being serviced in accordance with the terms of this Agreement.

"Servicing Standard" shall have the meaning assigned to such term or an analogous term in the Lead Securitization Servicing Agreement. The Servicing Standard in the Lead

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Securitization Servicing Agreement shall require, among other things, that each Servicer, in servicing the Mortgage Loan, must take into account the interests of each Note Holder.

"SocGen" shall have the meaning assigned to such term in the preamble to this Agreement together with any of its Affiliates.

"Special Servicer" shall mean the applicable special servicer with respect to the Mortgage Loan appointed as provided in the Lead Securitization Servicing Agreement.

"Taxes" shall mean any income or other taxes, levies, imposts, duties, fees, assessments or other charges of whatever nature, now or hereafter imposed by any jurisdiction or by any department, agency, state or other political subdivision thereof or therein.

"Transfer" shall have the meaning assigned to such term in Section 1.4(a).

"Trustee" shall mean the trustee appointed as provided in the Lead Securitization Servicing Agreement.

"U.S. Person" shall mean a citizen or resident of the United States, a corporation or partnership (except to the extent provided in applicable Treasury Regulations) created or organized in or under the laws of the United States, any State thereof or the District of Columbia, including any entity treated as a corporation or partnership for federal income tax purposes, or an estate whose income is subject to United States federal income tax regardless of its source, or a trust if a court within the United States is able to exercise primary supervision over the administration of such trust, and one or more such U.S. Persons have the authority to control all substantial decisions of such trust (or, to the extent provided in applicable Treasury Regulations, a trust in existence on August 20, 1996 which is eligible to elect to be treated as a U.S. Person).

Section 2. Servicing of the Mortgage Loan.

(a) Notwithstanding anything herein to the contrary (and each Note Holder hereby agrees that this paragraph shall not be construed to modify or amend in any way any other provisions contained in this Agreement (including with respect to any other provisions containing the phrase "notwithstanding anything herein to the contrary" or words of similar effect or intent), prior to the Lead Securitization Date, (i) the Mortgage Loan shall be serviced pursuant to that certain Interim Servicing Agreement, dated as of August 16, 2012, between Barclays Bank PLC, as owner, Barclays, as owner, Barclays, as owner, and Midland Loan Services, a division of PNC Bank, National Association, as servicer, or any replacement servicing agreement entered into with any successor interim servicer appointed by Barclays, and (ii) all servicing and other decisions regarding the Mortgage Loan shall be made: (i) with respect to matters set forth on Exhibit D hereto as constituting "Unanimous Decisions", by unanimous consent of the Note Holders, (ii) with respect to matters set forth on Exhibit D hereto as "Supermajority Decisions", by consent of Note Holders of at least 66.67% Percentage Interest of the Mortgage Loan, and (iii) with respect to all other matters, except as otherwise expressly set forth in this Agreement or in the Servicing Agreement (provided that any conflict between the Servicing Agreement and this Agreement shall be resolved in favor of this Agreement), by the Controlling Note Holder.

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Each Note Holder acknowledges and agrees that, subject in each case to this Agreement, the Mortgage Loan shall be serviced from and after the Lead Securitization Date by the Master Servicer and the Special Servicer pursuant to the terms of this Agreement and the Lead Securitization Servicing Agreement; provided that the Master Servicer shall not be obligated to advance monthly payments of principal or interest in respect of any Note other than the Lead Securitization Note(s) if such principal or interest is not paid by the Mortgage Loan Borrower but shall be obligated to make Servicing Advances subject to the terms of the Lead Securitization Servicing Agreement; provided further, that, when appointed, the Special Servicer must have the Required Special Servicer Rating from each Rating Agency then rating a Securitization. Each Note Holder acknowledges that any other Note Holder may elect, in its sole discretion, to include its Note in a Securitization and agrees that it will, subject to Section 2b, reasonably cooperate with such other Note Holder, at such other Note Holder's expense, to effect such Securitization. Subject to the terms and conditions of this Agreement, each Note Holder hereby irrevocably and unconditionally consents to the appointment of the Master Servicer and the Trustee under the Lead Securitization Servicing Agreement by the Depositor and the appointment of the Special Servicer by the Controlling Note Holder and agrees to reasonably cooperate with the Master Servicer and the Special Servicer with respect to the servicing of the Mortgage Loan in accordance with the Lead Securitization Servicing Agreement. Each Note Holder hereby appoints the Master Servicer, the Special Servicer and the Trustee in the Lead Securitization as such Note Holder's attorney-in-fact to sign any documents reasonably required with respect to the administration and servicing of the Mortgage Loan on its behalf under the Lead Securitization Servicing Agreement (subject at all times to the rights of such Note Holder set forth herein and in the Lead Securitization Servicing Agreement). The Lead Securitization Servicing Agreement shall not require the Servicer to enforce the rights of any Note Holder against any other Note Holder or limit the Servicer in enforcing the rights of one Note Holder against any other Note Holder as may be required in order to service the Mortgage Loan as contemplated by this Agreement and the Lead Securitization Servicing Agreement; provided, that it is also understood and agreed that nothing in this sentence shall be construed to otherwise limit the rights of one Note Holder with respect to any other Note Holder. Each Servicer shall be required pursuant to the Lead Securitization Servicing Agreement (i) to service the Mortgage Loan on behalf of the Note Holders in accordance with the Servicing Standard, the terms and provisions of this Agreement, the Mortgage Loan Documents, the Lead Securitization Servicing Agreement and applicable law, (ii) to provide information to each servicer under each Non-Lead Securitization Servicing Agreement necessary to enable each such servicer to perform its servicing duties under such Non-Lead Securitization Servicing Agreement, and (iii) to not take any action or refrain from taking any action or follow any direction inconsistent with the foregoing.

At any time that the Mortgage Loan is no longer subject to the provisions of the Lead Securitization Servicing Agreement, the Note Holders agree to cause the Mortgage Loan to be serviced by one or more servicers selected by the Lead Securitization Note Holder, pursuant to a servicing agreement that has servicing terms substantially similar to the Lead Securitization Servicing Agreement and all references herein to the "Lead Securitization Servicing Agreement" shall mean such subsequent servicing agreement; provided, however, that the Notes that constituted the Lead Securitization Note(s) shall continue to be considered as the Lead Securitization Note(s); provided further, however, that unless otherwise agreed to by the holder of the Lead Securitization Note(s), the master servicer under such subsequent servicing agreement shall not be required to make any P&I Advance in respect of such Note; provided

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provided further, however, that if a Non-Lead Securitization Note is in a Securitization and the servicer(s) to be appointed under such replacement servicing agreement would not otherwise meet the conditions to be a servicer under the Lead Securitization Servicing Agreement that is being replaced, then a Rating Agency Confirmation shall have been obtained from each Rating Agency; provided further, that the special servicer and the related servicing arrangements under such replacement servicing agreement shall in any event satisfy the requirements of clause (b)(iii)(2) of the definition of Qualified Institutional Lender; and provided further, that until a replacement servicing agreement has been entered into, the Lead Securitization Note Holder shall cause the Mortgage Loan to be serviced pursuant to the provisions of the Lead Securitization Servicing Agreement (excluding, however, any obligation to make any P&I Advances in respect of the Lead Securitization Note(s) except as specifically agreed to by the Servicer, and provided that the Servicer's right to reimbursement for Servicing Advances as set forth in Section 2(b) shall remain in effect), as if such agreement were still in full force and effect with respect to the Mortgage Loan, by the applicable Servicer in the Lead Securitization being replaced or by any Person appointed by the Lead Securitization Note Holder that is a qualified servicer meeting the requirements of the Lead Securitization Servicing Agreement (and, in the case of an appointed special servicer, that has the Required Special Servicer Rating from each Rating Agency then rating securities of a Non-Lead Securitization). The Note Holders acknowledge that at any time that the Mortgage Loan is no longer subject to the provisions of the Lead Securitization Servicing Agreement, the Master Servicer shall have no further obligation to make P&I Advances with respect to the Mortgage Loan.

(b) The Master Servicer shall be the lead master servicer on the Mortgage Loan, and from time to time (i) the Trustee or the Special Servicer, to the extent provided in the Lead Securitization Servicing Agreement shall make the following advances, subject to the terms of the Lead Securitization Servicing Agreement and this Agreement: (i) Servicing Advances on the Mortgage Loan and (ii) P&I Advances on the Lead Securitization Note(s). The Master Servicer, the Special Servicer and the Trustee, as applicable, shall be entitled to reimbursement for a Servicing Advance, (i) from funds on deposit in the Collection Account and/or the related Companion Distribution Account for the Mortgage Loan that (in any case) represent amounts received on or in respect of the Mortgage Loan, and (ii) in the case of Servicing Advances that are Nonrecoverable Advances, if such funds on deposit in the Collection Account and Companion Distribution Account are insufficient, from general collections of the Lead Securitization as provided in the Lead Securitization Servicing Agreement. The Master Servicer, the Special Servicer and the Trustee, as applicable, shall be entitled to reimbursement for interest on a Servicing Advance (including any Servicing Advance that is a Nonrecoverable Advance) at the Reimbursement Rate in the manner and from the sources provided in the Lead Securitization Servicing Agreement, including from general collections of the Lead Securitization. Notwithstanding the foregoing, to the extent the Master Servicer, the Special Servicer or the Trustee, as applicable, obtains funds from general collections of the Lead Securitization as a reimbursement for a Servicing Advance that is a Nonrecoverable Advance or any interest on a Servicing Advance (including any Servicing Advance that is a Nonrecoverable Advance) at the Reimbursement Rate, each Non-Lead Securitization Note Holder (including any Securitization Trust into which such Non-Lead Securitization Note is deposited) shall be required to, promptly following notice from the Master Servicer, reimburse the Lead Securitization for its pro rata share of such Servicing Advance that is a Nonrecoverable Advance or interest thereon at the Reimbursement Rate.

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In addition, any Non-Lead Securitization Note Holder (including, but not limited to, any Securitization Trust into which the applicable Non-Lead Securitization Note is deposited) shall be required to, promptly following notice from the Master Servicer or the Special Servicer, pay or reimburse the Lead Securitization for such Non-Lead Securitization Note Holder's pro rata share of any fees, costs or expenses incurred in connection with the servicing and administration of the Mortgage Loan as to which the Master Servicer, the Special Servicer, the Certificate Administrator, the Trustee, the Operating Advisor, the Depositor or CREFC[®], as applicable, is entitled to be reimbursed pursuant to the Lead Securitization Servicing Agreement and this Agreement, to the extent amounts on deposit in the related Companion Distribution Account and, to the extent of funds related to the Mortgage Loan, the Collection Account, are insufficient for reimbursement of such amounts. Each Non-Lead Securitization Note Holder agrees to indemnify (as and to the same extent the Lead Securitization Trust is required to indemnify each of the following parties in respect of other mortgage loans in the Lead Securitization Trust pursuant to the terms of the Lead Securitization Servicing Agreement) each of the Depositor, the Master Servicer, the Special Servicer, the Certificate Administrator, the Trustee and the Operating Advisor (and any director, officer, member, manager, employee or agent of any of the foregoing, to the extent such parties are identified as indemnified parties in the Lead Securitization Servicing Agreement in respect of other mortgage loans) (the "Indemnified Parties") against any claims, losses, penalties, fines, forfeitures, legal fees and related costs, judgments and any other costs, liabilities, fees and expenses incurred in connection with the servicing and administration of the Mortgage Loan (or, with respect to the Operating Advisor, incurred in connection with the provision of services for the Mortgage Loan) under the Lead Securitization Servicing Agreement (collectively, the "Indemnified Items") to the extent of its pro rata share of such Indemnified Items, and to the extent amounts on deposit in the related Companion Distribution Account and, to the extent of funds related to the Mortgage Loan, the Collection Account, are insufficient for reimbursement of such amounts, each Non-Lead Securitization Note Holder shall be required to, promptly following notice from the Master Servicer, the Special Servicer or the Trustee, reimburse each of the applicable Indemnified Parties for its pro rata share of the insufficiency; provided that a Non-Lead Securitization Note Holder's duty to pay, if any, Indemnified Items to the Operating Advisor shall be subject to any limitations and conditions (including limitations and conditions with respect to the timing of such payments and the sources of funds for such payments) as may be set forth from time to time in the related Non-Lead Securitization Servicing Agreement with respect to the Non-Lead Operating Advisor.

Any Non-Lead Master Servicer (or Non-Lead Trustee (if not made by such Non-Lead Master Servicer)) may be required to make P&I Advances on the respective Non-Lead Securitization Note, from time to time, subject to the terms of the related Non-Lead Securitization Servicing Agreement, the Lead Securitization Servicing Agreement and this Agreement. The Master Servicer, the Special Servicer and the Trustee, as applicable, shall be entitled to make their own recoverability determination with respect to a P&I Advance to be made on the Lead Securitization Note(s) based on the information that they have on hand and in accordance with the Lead Securitization Servicing Agreement. Any Non-Lead Master Servicer, Non-Lead Special Servicer or Non-Lead Trustee under any Non-Lead Securitization Servicing Agreement, as applicable, shall be entitled to make its own recoverability determination with respect to a P&I Advance to be made on the related Non-Lead Securitization Note based on the information that they have on hand and in accordance with the related Non-Lead Securitization Servicing Agreement. The Master Servicer or the Trustee, as applicable, and any Non-Lead Master

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Special Servicer or Non-Lead Trustee, as applicable, shall each be required to notify the other of the amount of its P&I Advance within two Business Days of making such advance. If the Master Servicer, the Special Servicer or the Trustee, as applicable (with respect to the Lead Securitization Note(s)) or a Non-Lead Master Servicer, Non-Lead Special Servicer or Non-Lead Trustee, as applicable (with respect to a Non-Lead Securitization Note), determines that a proposed P&I Advance, if made, would be non-recoverable or an outstanding P&I Advance is or would be non-recoverable, or if the Master Servicer, the Special Servicer or the Trustee, as applicable, subsequently determines that a proposed Servicing Advance would be non-recoverable or an outstanding Servicing Advance is or would be non-recoverable, then the Master Servicer or the Trustee (as provided in the Lead Securitization Servicing Agreement, in the case of a determination of non-recoverability by the Master Servicer, the Special Servicer or the Trustee) or such Non-Lead Master Servicer or Non-Lead Trustee (as provided in the related Non-Lead Securitization Servicing Agreement, in the case of a determination of non-recoverability by a Non-Lead Master Servicer, a Non-Lead Special Servicer or a Non-Lead Trustee) shall notify the Master Servicer and the Trustee, or the related Non-Lead Master Servicer and the Trustee, as the case may be, of such determination within two Business Days of making such determination. If the Master Servicer or the Trustee, as applicable, or any Non-Lead Master Servicer and any Non-Lead Trustee, as applicable, shall only be entitled to reimbursement for a P&I Advance that becomes non-recoverable (and interest thereon at the Reimbursement Rate) from the related Companion Distribution Account from amounts allocable to the Note for which such P&I Advance was made, and then, if such funds are insufficient, (i) in the case of the Lead Securitization Note(s), from general collections of the Lead Securitization Trust, pursuant to the terms of the Lead Securitization Servicing Agreement and (ii) in the case of a Non-Lead Securitization Note, from general collections of the related Securitization Trust, as and to the extent provided in the related Non-Lead Securitization Servicing Agreement.

(g) Each Non-Lead Securitization Note Holder, if its Non-Lead Securitization Note is included in a Securitization, shall cause the applicable Non-Lead Securitization Servicing Agreement to contain provisions to the effect that:

(i) Each Non-Lead Securitization Note Holder shall be responsible for its *pro rata* share of any Servicing Advances that are Nonrecoverable Advances (and interest thereon at the Reimbursement Rate) and any additional trust fund expenses under the Lead Securitization Servicing Agreement, but only to the extent that they relate to servicing and administration of the Notes, including without limitation, any unpaid Special Servicing Fees, Liquidation Fees and Workout Fees relating to the Notes, and that if the funds received with respect to each respective Note are insufficient to cover such Servicing Advances or additional trust fund expenses, (x) the related Non-Lead Master Servicer will be required to, promptly following notice from the Master Servicer or the Special Servicer, pay or reimburse the Master Servicer, the Special Servicer, the Certificate Administrator, the Trustee or the Operating Advisor, as applicable, out of general collections in the collection account (or equivalent account) established under such Non-Lead Securitization Note Holder's *pro rata* share of any such Servicing Advances that are Nonrecoverable Advances (and interest thereon at the Reimbursement Rate) and/or additional trust fund expenses under the Lead Securitization Servicing Agreement relating to the Mortgage Loan, and (y) if the Lead Securitization Servicing Agreement permits the Master Servicer, the Special Servicer,

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Certificate Administrator, the Trustee or the Operating Advisor to reimburse itself from the Lead Securitization Trust's general collections, then the Master Servicer, the Special Servicer, the Certificate Administrator, the Trustee or the Operating Advisor, as applicable, may do so and the related Non-Lead Master Servicer will be required to, promptly following notice from the Master Servicer or the Special Servicer, pay or reimburse the Lead Securitization Trust out of general collections in the collection account (or equivalent account) established under such Non-Lead Securitization Note Holder's *pro rata* share of any such Servicing Advances that are Nonrecoverable Advances (and interest thereon at the Reimbursement Rate) and/or additional trust fund expenses under the Lead Securitization Servicing Agreement relating to the Mortgage Loan;

(ii) Each of the Indemnified Parties shall be indemnified (as and to the same extent as the Lead Securitization Trust is required to indemnify each of such Indemnified Parties in respect of other mortgage loans in the Lead Securitization Trust pursuant to the terms of Lead Securitization Servicing Agreement) by the Securitization Trust holding such Non-Lead Securitization Note, against any of the Indemnified Items to the extent of its *pro rata* share of such Indemnified Items, and to the extent amounts on deposit in the related "Companion Distribution Account" are insufficient for reimbursement of such amounts, the related Non-Lead Master Servicer will be required to reimburse each of the applicable Indemnified Parties for its *pro rata* share of the insufficiency of such general collections in the collection account (or equivalent account) established under such Non-Lead Securitization Servicing Agreement; provided that a Non-Lead Securitization Note Holder's duty to pay, if any, Indemnified Items to the Operating Advisor shall be subject to any limitations and conditions (including limitations and conditions with respect to the timing of such payments or reimbursements and the sources of funds for such payments or reimbursements) as may be set forth from time to time in the applicable Non-Lead Securitization Servicing Agreement with respect to the payment of such items to the Non-Lead Operating Advisor;

(iii) Each Non-Lead Master Servicer, Non-Lead Special Servicer, Non-Lead Trustee, the Certificate Administrator, the Trustee or the Operating Advisor, as applicable, shall be required to deliver to the Trustee, the Certificate Administrator, the Special Servicer, the Master Servicer, the Operating Advisor and the Asset Representations Reviewer (x) promptly following Securitization of such Non-Lead Securitization Note, notice of the deposit of such Non-Lead Securitization Note into a Securitization Trust (which notice may be by e-mail and shall also provide contact information for the related Non-Lead Securitization Trust, Non-Lead Certificate Administrator, Non-Lead Master Servicer, Non-Lead Special Servicer and the party designated to exercise the rights of the "Non-Controlling Note Holder" under this Agreement), accompanied by a certified copy of the executed Non-Lead Securitization Servicing Agreement and (y) notice of any subsequent change in the identity of the Non-Lead Master Servicer or the party designated to exercise the rights of the "Non-Controlling Note Holder" with respect to such Non-Lead Securitization Note under this Agreement (together with the relevant contact information); and

(iv) Each Non-Lead Master Servicer, Non-Lead Special Servicer, Non-Lead Trustee, the Certificate Administrator, the Trustee or the Operating Advisor, as applicable, shall be required to deliver to the Master Servicer and the Special Servicer and the Trustee and the Lead Securitization Trust shall be third party beneficiaries of the foregoing provisions.

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(d) If a Non-Lead Securitization Note becomes the subject of an Asset Review pursuant to the related Non-Lead Securitization Servicing Agreement, the Master Servicer, the Special Servicer, the Trustee and the Custodian shall reasonably cooperate with the applicable Non-Lead Asset Representations Reviewer on any other party to such Non-Lead Securitization Servicing Agreement in connection with such Asset Review by providing such Non-Lead Asset Representations Reviewer with any documents reasonably requested by the Non-Lead Asset Representations Reviewer or such other requesting party (not at its own expense or the expense of the Lead Securitization Trust but at the expense of the related mortgage loan seller, such Non-Lead Asset Representations Reviewer or such other requesting party to the Non-Lead Securitization Servicing Agreement), but only to the extent that (i) such Non-Lead Asset Representations Reviewer or such other requesting party has not been able to obtain such documents from the related mortgage loan seller or any party to the related Non-Lead Securitization Servicing Agreement and (ii) such documents are in the possession of the Master Servicer, the Special Servicer, the Trustee or the Custodian, as the case may be.

(e) Prior to the Securitization of any Note (including any New Note), all notices, reports, information or other deliverables required to be delivered to a Note Holder pursuant to this Agreement or the Lead Securitization Note Holder (or the Master Servicer or the Special Servicer acting on its behalf) only need to be delivered to the related Note Holder (or its Note Holder Representative, as applicable), the Lead Securitization Note Holder (or the Master Servicer or the Special Servicer acting on its behalf) shall be deemed to have satisfied its delivery obligations with respect to such items hereunder or under the Lead Securitization Servicing Agreement. Following the Securitization of any Note (including any New Note), as applicable, all notices, reports, information or other deliverables required to be delivered to a Note Holder pursuant to this Agreement or the Lead Securitization Servicing Agreement by the Lead Securitization Note Holder (or the Master Servicer or the Special Servicer acting on its behalf) shall be delivered to the master servicer and the special servicer with respect to such Securitization (who then may forward such items to the party entitled to receive such items as and to the extent provided in the related Securitization Servicing Agreement) and, when so delivered to such master servicer and the special servicer, the Lead Securitization Note Holder (or the Master Servicer or the Special Servicer acting on its behalf) shall be deemed to have satisfied its delivery obligations with respect to such items hereunder or under the Lead Securitization Servicing Agreement; provided, however, that all items that relate to a Non-Lead Depositor's compliance with any applicable securities laws shall also be delivered to such Non-Lead Depositor.

(f) In addition to the foregoing, each Securitization Servicing Agreement shall contain terms and conditions that are customary for securitization transactions involving assets similar to the Mortgage Loan and that are otherwise (i) required by the Code relating to the tax elections of the trust fund formed pursuant to such Securitization Servicing Agreement, (ii) required by law or changes in any law, rule or regulation or (iii) requested by the Rating Agencies rating the related Securitization. Each Non-Lead Securitization Note Holder shall have the right to designate the related Non-Lead Master Servicer and related Non-Lead Special Servicer with respect to the Securitization related to its Note. Without limiting the generality of any provision set forth above, for purposes of the Mortgage Loan, each Securitization Servicing Agreement shall contain (A) provisions requiring the related master servicer and the related

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special servicer to maintain, or subjecting them to possible termination for not maintaining, compliance with customary servicer rating criteria (but the rating agencies need not be the same) and (B) provisions substantially similar in all material respects to or materially consistent with those set forth in the Model PSA with respect to (i) periodic reporting under the Securities Act, the Exchange Act and the Sarbanes-Oxley Act (and the rules and regulations promulgated pursuant thereto) and periodic delivery of servicer provider compliance documents under Regulation AB (and, in any event, each Securitization Servicing Agreement shall require such reporting and delivery so long as the Lead Securitization Trust is required to file periodic reports under the Exchange Act) as well as, in the case of the Lead Securitization Servicing Agreement, indemnification and expense coverage, relating to such periodic reporting and delivery, in favor of parties to the Non-Lead Securitization Servicing Agreements, (ii) servicing transfer events under the terms of the Mortgage Loan, (iii) the ability of the Controlling Note Holder (or the Master Servicer or the Special Servicer or its related parties) to agree to amendments to the Mortgage Loan, or to approve material changes to the Mortgage Loan, or to approve material assignments and assumptions or material additional indebtedness in connection with the Mortgage Loan, (iv) the potential termination of the related master servicer and special servicer following a servicer termination event, (v) requirements to obtain an appraisal or appraisal update following a transfer of the Mortgage Loan to a special servicing status and periodic updates thereof, (vi) duties of the special servicer in respect of foreclosure and the management of REO property, (vii) payments on serviced companion loans (provided, that the Master Servicer under the Lead Securitization Servicing Agreement shall remit amounts payable on any serviced companion loan on or before the Business Day following the determination date under the applicable Non-Lead Securitization Servicing Agreement governing the securitization of such serviced companion loan (if any)), (viii) special servicing, workout and liquidation fees (and, in any event, the fees at which such compensation accrue or are determined shall not exceed 0.25%, 1.00% and 1.00%, respectively (subject to any market minimum special servicing fees and fee offsets set forth in the Servicing Agreement), (ix) indemnification of the Depositor, Master Servicer, Special Servicer, Certificate Administrator, Trustee and Operating Advisor under the Lead Securitization Servicing Agreement (and any director, officer, employee or agent of any of the foregoing, to the extent such parties are identified as indemnified parties in the Lead Securitization Servicing Agreement in respect of other mortgage loans) against any claims, losses, penalties, fines, forfeitures, legal fees and related costs, judgments and any other costs, liabilities, fees and expenses incurred in connection with servicing and administration of the Mortgage Loan (or, with respect to the related operating advisor, incurred in connection with the provision of services for the Mortgage Loan) to the same extent that the Indemnified Parties are indemnified under the Lead Securitization Servicing Agreement against the Indemnified Items, (x) requirements to give each Non-Lead Securitization Note Holder (except any Note Holder of any other Note included in the Lead Securitization) notice of the Lead Securitization in writing (which may be by email) on or before the applicable closing date for such Lead Securitization, together with contact information for each of the parties to the Lead Securitization Servicing Agreement, (xi) requirements to send a copy (in EDGAR-compatible format) of the Lead Securitization Servicing Agreement to each Non-Lead Securitization Note Holder (except any Note Holder of any other Note included in the Lead Securitization), (xii) requirements to send written notice to each Non-Lead Securitization Note Holder in a timely manner (but no later than two (2) Business Days after the applicable filing date) of any 8-K/A filing made by the Depositor regarding the Lead Securitization Servicing Agreement if such filing contains revisions or

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changes to such Lead Securitization Servicing Agreement that are material to such Non-Lead Securitization Note Holder, (xiii) Rating Agency Confirmations relating to the Mortgage Loan, the Master Servicer or the Special Servicer, and (xiv) the terms of this Agreement controlling in the event of any conflict between this Agreement and the Lead Securitization Servicing Agreement; provided, that (A) this Section 2(f) shall not be construed to prohibit differences in timing, control or consultation triggers or thresholds, terminology, allocation of ministerial duties between multiple servicers or other service providers or certificateholder or investor voting or consent thresholds, or to prohibit or restrict additional approval, consent, consultation, notice or rating agency confirmation requirements; and (B) if there is any conflict between this sentence and any other provision of this Agreement, such other provision of this Agreement shall control. To the extent of any conflict between this Agreement and the Lead Securitization Servicing Agreement, the terms of this Agreement shall control.

(g) The Lead Securitization Note Holder shall cause the Lead Securitization Servicing Agreement to contain provisions requiring the Master Servicer to deliver to any Non-Lead Master Servicer, any Non-Lead Special Servicer and any Non-Lead Trustee (i) notice of any Appraisal Reduction Event promptly following the occurrence thereof and (ii) a statement of any Appraisal Reduction Amount promptly following the calculation thereof.

(h) The Lead Securitization Note Holder shall cause the Lead Securitization Servicing Agreement to provide as follows (and, to the extent such following provisions are not included in the Lead Securitization Servicing Agreement, they shall be deemed incorporated therein and made a part thereof):

(i) Each Non-Lead Master Servicer, Non-Lead Special Servicer, Non-Lead Trustee, the Certificate Administrator, the Trustee or the Operating Advisor, as applicable, shall remit all payments received with respect to the Non-Lead Securitization Note, net of the servicing fees payable to the Master Servicer and Special Servicer with respect to such Non-Lead Securitization Note, and any other applicable fees and reimbursements payable to the Master Servicer, the Special Servicer and the Trustee, to the related Non-Lead Securitization Note Holder by the earlier of (x) the Master Servicer Remittance Date (as defined in the Lead Securitization Servicing Agreement) and (y) the Business Day following the "determination date" (or any term substantially similar thereto) as defined in the related Non-Lead Securitization Servicing Agreement (such determination date, the "Non-Lead Securitization Determination Date"). In each case, as long as the date on which remittance is required under this clause (i) is at least one (1) Business Day after the scheduled monthly payment date under the Mortgage Loan Agreement;

(ii) Each Non-Lead Master Servicer, Non-Lead Special Servicer, Non-Lead Trustee, the Certificate Administrator, the Trustee or the Operating Advisor, as applicable, shall expedite its delivery of reports to the Master Servicer with respect to the Mortgage Loan or the Mortgaged Property (including the delivery of information contemplated by CREFC® reports that the Special Servicer is required to deliver to the Master Servicer) so that the reports (including CREFC® reports) provided by the Master Servicer to each Non-Lead Securitization Note Holder may include all information contemplated to be included therein for the applicable reporting period, and (y) expedite withdrawals from accounts maintained by it and remittances to the Master Servicer in respect of the Mortgage Loan or the Mortgaged Property so that the Master Servicer's

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remittances to each Non-Lead Securitization Note Holder contemplated by the preceding clause (i) may include all amounts for the applicable collection period, and (B) each party responsible under the Lead Securitization Servicing Agreement for delivering any Additional Form 10-D Disclosure (or analogous information) to a Non-Lead Trustee or Non-Lead Depositor in respect of a Non-Lead Securitization Note shall deliver such Additional Form 10-D Disclosure (or analogous information) no later than the 5th calendar day following the distribution date for the related Non-Lead Securitization;

(iii) Each Non-Lead Master Servicer, Non-Lead Special Servicer, Non-Lead Trustee, the Certificate Administrator, the Trustee or the Operating Advisor, as applicable, shall agree, with respect to any Non-Lead Securitization Note that is held by a Securitization, to deliver or cause to be delivered or to make available to the related Non-Lead Master Servicer all reports required to be delivered by the Master Servicer to the Certificate Administrator and the Trustee under the Lead Securitization Servicing Agreement (which shall include all loan-level reports constituting the CREFC® Investor Reporting Package (IRP)) pursuant to the terms of the Lead Securitization Servicing Agreement, to the extent related to the Mortgage Loan, the Mortgaged Property, such Non-Lead Securitization Note, the Master Servicer, the Special Servicer, the Certificate Administrator or the Trustee, by the earlier of (x) the Master Servicer Remittance Date (as defined in the Lead Securitization Servicing Agreement) and (y) the Business Day following the related Non-Lead Securitization Determination Date, in each case, as long as the date on which delivery is required under this clause (iii) is at least one (1) Business Day after the scheduled monthly payment date under the Mortgage Loan Agreement; and

(iv) Each Non-Lead Master Servicer, Non-Lead Special Servicer, Non-Lead Trustee, the Certificate Administrator, the Trustee or the Operating Advisor, as applicable, shall agree, with respect to the Master Servicer and the Special Servicer shall include: (i) solely with respect to the Master Servicer, the failure to timely remit payments to a Non-Lead Securitization Note Holder, which failure continues unremedied for one (1) Business Day following the date on which such payment was to be made; (ii) solely with respect to the Special Servicer, the failure to deposit into any REO Account any amount required to be deposited within one (1) Business Day after the date such deposit was to be made, or the failure to remit to the Master Servicer for deposit into the Collection Account or the Companion Distribution Account, as applicable, any amount required to be so remitted by the Special Servicer within one (1) Business Day after the date such remittance was to be made; (iii) the qualification, downgrade or withdrawal, or placing on "watch status" in contemplation of a rating downgrade or withdrawal of the ratings of any class of certificates issued in connection with a Non-Lead Securitization by the rating agencies rating such securities (and such qualification, downgrade, withdrawal or "watch status" placement shall not have been withdrawn by such rating agencies within sixty (60) days of such rating action by the Master Servicer or the Special Servicer, as the case may be), and publicly citing servicing concerns with the Master Servicer or Special Servicer, as applicable, as the sole or a material factor in such rating action; and (iv) the failure to provide to any Non-Lead Securitization Note Holder (if and to the extent required under the related Non-Lead Securitization) reports required under the Exchange Act, and the rules and regulations thereunder, within (a) with respect to the delivery of any item relating to an event requiring disclosure on Form 8-K, four (4) Business Days of such failure to comply with the delivery requirements under the Lead Securitization Servicing Agreement or (b) with respect to the delivery of any other item, five (5) Business Days of such failure to comply with the delivery requirements under the Lead Securitization

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Servicing Agreement. Upon the occurrence of such a Servicer Termination Event with respect to the Master Servicer affecting a Non-Lead Securitization Note Holder, and the Master Servicer is not otherwise terminated pursuant to the Lead Securitization Servicing Agreement, the Trustee or the Master Servicer shall, upon the direction of a Non-Lead Securitization Note Holder, require the appointment of a subservicer with respect to the Mortgage Loan. Upon the occurrence of a Servicer Termination Event with respect to the Special Servicer affecting a Non-Lead Securitization Note Holder, and the Special Servicer is not otherwise terminated pursuant to the Lead Securitization Servicing Agreement, the Trustee shall, upon direction of a Non-Lead Securitization Note Holder, terminate the Special Servicer with respect to, but only with respect to, the Mortgage Loan.

Section 3. **Priority of Payments.** Each Note shall be of equal priority, and no portion of any Note shall have priority or preference over any portion of any Note or security thereof. All amounts tendered by the Mortgage Loan Borrower or otherwise available for payment on or with respect to or in connection with the Mortgage Loan or the Mortgaged Property or amounts realized as proceeds thereof, whether received in the form of Scheduled Payments, the Ballot Payment, Liquidation Proceeds, proceeds under any guaranty, letter of credit or other collateral or instrument securing the Mortgage Loan, Condemnation Proceeds, or Insurance Proceeds (other than proceeds, awards or settlements to be applied to the restoration or repair of the Mortgaged Property or released to the Mortgage Loan Borrower in accordance with the terms of the Mortgage Loan Documents, to the extent permitted by the REMIC Provisions), shall be applied by the Lead Securitization Note Holder (or its designee) to the Notes on a Pro Rata and Pari Passu Basis; provided, that (x) all amounts for required reserves or escrows required by the Mortgage Loan Documents (to the extent and in accordance with the terms of the Mortgage Loan Documents) to be held as reserves or escrows or reimbursements on account of recoveries in respect of property protection expenses or Servicing Advances then due and payable or reimbursable to the Trustee or any Servicer under the Lead Securitization Servicing Agreement shall be applied to the extent set forth in, and in accordance with the terms of, the Mortgage Loan Documents; and (y) all amounts that are then due, payable or reimbursable to any Servicer with respect to the Mortgage Loan pursuant to the Lead Securitization Servicing Agreement and any other additional compensation payable to it thereunder (including without limitation, any additional trust fund expenses under the Lead Securitization Servicing Agreement relating to the Mortgage Loan (but subject to the second paragraph of Section 2(d) hereof) reimbursable to, or payable by, such parties and any Special Servicing Fees, Liquidation Fees, Workout Fees, Penalty Charges (to the extent provided in the immediately following paragraph), but excluding (i) any P&I Advances (and interest thereon) on the Lead Securitization Note(s), which shall be reimbursed in accordance with Section 2(b) hereof, and (ii) any servicing fees due to the Master Servicer in excess of each Non-Lead Securitization Note's *pro rata* share of that portion of such servicing fees calculated at the "primary servicing fee rate" applicable to the Mortgage Loan as set forth in the Lead Securitization Servicing Agreement, which such excess shall not be subject to the allocation provisions of this Section 3) shall be payable in accordance with the Lead Securitization Servicing Agreement.

For clarification purposes, Penalty Charges (or any analogous term as defined in the Lead Securitization Servicing Agreement) paid on each Note shall first be used to reduce, on a *pro rata* basis, the amounts payable on each Note by the amount necessary to pay the Master Servicer, the Trustee or the Special Servicer for any interest accrued on any Servicing Advances

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and reimbursement of any Servicing Advances in accordance with the terms of the Lead Securitization Servicing Agreement, second, be used to reduce the respective amounts payable on each Note by the amount necessary to pay the Master Servicer, Trustee, any Non-Lead Master Servicer or any Non-Lead Trustee, as applicable, for any interest accrued on any P&I Advance with respect to such Note by such party (if and as specified in the Lead Securitization Servicing Agreement or applicable Non-Lead Securitization Servicing Agreement, as applicable), third, be used to reduce, on a *pro rata* basis, the amounts payable on each Note by the amount necessary to pay additional trust fund expenses under the Lead Securitization Servicing Agreement (including Special Servicing Fees, unpaid Workout Fees and Liquidation Fees) incurred with respect to the Mortgage Loan (as specified in the Lead Securitization Servicing Agreement) and finally, with respect to any remaining amount of Penalty Charges, be distributed (v) prior to the securitization of the Lead Securitization Note(s) or at any time the Mortgage Loan is not being serviced pursuant to a Securitization Servicing Agreement, *pro rata* to each Note Holder, and (y) following the securitization of the Lead Securitization Note(s), to the Master Servicer and/or the Special Servicer as additional servicing compensation as provided in the Lead Securitization Servicing Agreement.

Any proceeds received from the sale of the primary servicing rights with respect to the Mortgage Loan shall be remitted, promptly upon receipt thereof, to the Note Holders on a *Pro Rata* and *Pari Passu* Basis. Any proceeds received by any Note Holder from the sale of master servicing rights with respect to its Note shall be for its own account. Any Note Holder that receives proceeds from the sale of the primary servicing rights with respect to the Mortgage Loan shall remit to the other Note Holders, promptly upon receipt thereof, such amounts as are required such that each Note Holder receives its *pro rata* share of such proceeds on a *Pro Rata* and *Pari Passu* Basis.

Section 4. Workout. Notwithstanding anything to the contrary contained herein, but subject to the terms and conditions of the Lead Securitization Servicing Agreement, and the obligation to act in accordance with the Servicing Standard, if the Lead Securitization Note Holder, or any Servicer, in connection with a workout or proposed workout of the Mortgage Loan, modifies the terms thereof such that (i) the principal balance of the Mortgage Loan is decreased, (ii) the Interest Rate is reduced, (iii) payments of interest or principal on any Note are waived, reduced or deferred or (iv) any other adjustment is made to any of the payment terms of the Mortgage Loan, such modification shall not alter, and any modification of the Mortgage Loan Documents shall be structured to preserve, the equal priorities of each Note as described in Section 3.

Section 5. Administration of the Mortgage Loan.

(a) Subject to this Agreement (including but not limited to Sections 2(a) and 5(c)) and the Lead Securitization Servicing Agreement and subject to the rights and consents, where required, of the Controlling Note Holder Representative, the Lead Securitization Note Holder (or the Master Servicer, the Special Servicer or the Trustee acting on its behalf) shall have the sole and exclusive authority with respect to the administration of, and exercise of rights and remedies with respect to, the Mortgage Loan, including, without limitation, the sole authority to modify or waive any of the terms of the Mortgage Loan Documents or consent to any action or failure to act by the Mortgage Loan Borrower or any other party to the Mortgage Loan

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Documents, call or waive any Event of Default, accelerate the Mortgage Loan or institute any foreclosure action or other remedy, and no Non-Lead Securitization Note Holder shall have any voting, consent or other rights whatsoever except as explicitly set forth herein with respect to the Lead Securitization Note Holder's administration of, or exercise of its rights and remedies with respect to, the Mortgage Loan. Subject to this Agreement and the Lead Securitization Servicing Agreement, no Non-Lead Securitization Note Holder shall have any right to, and each Non-Lead Securitization Note Holder hereby presently and irrevocably assigns and conveys to the Lead Securitization Note Holder (or the Master Servicer, the Special Servicer or the Trustee acting on behalf of the Lead Securitization Note Holder) its rights, if any, that such Note Holder has to: (i) call, or cause the Lead Securitization Note Holder to call, an Event of Default under the Mortgage Loan, or (ii) exercise any remedies with respect to the Mortgage Loan or the Mortgage Loan Borrower, including, without limitation, filing, or causing the Lead Securitization Note Holder to file, any bankruptcy petition against the Mortgage Loan Borrower. The Lead Securitization Note Holder (or the Master Servicer, the Special Servicer or the Trustee acting on its behalf) shall not have any fiduciary duty to any Non-Lead Securitization Note Holder in connection with the administration of the Mortgage Loan (but the foregoing shall not relieve the Lead Securitization Note Holder from the obligation to make any disbursement of funds as set forth herein or its obligation to follow the Servicing Standard (in the case of the Master Servicer or the Special Servicer) or any liability for failure to do so).

Each Note Holder hereby acknowledges the right and obligation of the Lead Securitization Note Holder (or the Special Servicer acting on behalf of the Lead Securitization Note Holder), upon the Mortgage Loan becoming a Defaulted Loan, to sell the Notes together as one lot in accordance with the terms of the Lead Securitization Servicing Agreement. In connection with any such sale, the Special Servicer shall sell the Notes together as notes evidencing one whole loan and shall require that all offers to be received in writing. Whether any cash offer constitutes a fair price for the Mortgage Loan shall be determined by the Special Servicer (unless the offeror is an Interested Person, in which case the Trustee shall make such determination); provided, that no offer from an Interested Person shall constitute a fair price unless (i) it is the highest offer received and (ii) at least two bona fide offers are received from independent third parties. In determining whether any offer received represents a fair price for the Mortgage Loan, the Trustee or the Special Servicer, as applicable, shall be supplied with and shall rely on the most recent Appraisal or updated Appraisal conducted in accordance with the Lead Securitization Servicing Agreement within the preceding nine (9)-month period or, in the absence of any such Appraisal, on a new Appraisal. The Trustee shall select the appraiser conducting any such new Appraisal. In determining whether any such offer constitutes a fair price for the Mortgage Loan, the Trustee or the Special Servicer, as applicable, shall instruct the appraiser to take into account (in addition to the results of any Appraisal or updated Appraisal that it may have obtained pursuant to the Lead Securitization Servicing Agreement), as applicable, among other factors, the period and amount of any delinquency on the affected Mortgage Loan, the occupancy level and physical condition of the Mortgaged Property and the state of the local economy. The Trustee may conclusively rely on the opinion of an independent appraiser or other Independent expert in real estate matters with at least five (5) years' experience in valuing or investing in loans similar to the Mortgage Loan that has been selected with reasonable care by the Trustee to determine if such cash offer constitutes a fair price for the Mortgage Loan, and that has been retained by the Trustee at the expense of the Holders in connection with making such determination. Notwithstanding the foregoing, the Lead

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Securitization Note Holder (or the Special Servicer acting on its behalf) shall not be permitted to sell the Mortgage Loan without the written consent of each Non-Lead Securitization Note Holder (provided that such consent is not required with respect to any Non-Lead Securitization Note that is held by a Borrower Party) unless the Special Servicer has delivered to each Non-Lead Securitization Note Holder: (a) at least 15 Business Days prior written notice of any decision to attempt to sell the Mortgage Loan; (b) at least 10 days prior to the proposed sale date, a copy of each bid package (together with any amendments to such bid packages) received by the Special Servicer in connection with any such proposed sale; (c) at least 10 days prior to the proposed sale date, a copy of the most recent Appraisal for the Mortgage Loan, and any documents in the Servicing File requested by such Non-Lead Securitization Note Holder that are material to the sale price of the Mortgage Loan; and (d) until the sale is completed, and a reasonable period of time (but not less than time as is afforded to other offerors and the Lead Securitization Directing Certificateholder or the Controlling Note Holder, as applicable) prior to the proposed sale date, all information and other documents being provided to other offerors and all leases or other documents that are approved by the Master Servicer or the Special Servicer in connection with the proposed sale. Subject to the foregoing, each Note Holder or its Note Holder Representative shall be permitted to submit an offer at any sale of the Mortgage Loan (unless such Person is a Borrower Party).

Notwithstanding anything contained in the preceding paragraph to the contrary, if the Trustee is required to determine whether a cash offer by an Interested Person constitutes a fair price, the Trustee may (at its option and at the expense of the offering Interested Person purchaser) designate an independent third party expert in real estate or commercial mortgage loan matters with at least five (5) years' experience in valuing loans similar to the Mortgage Loan, that has been selected with reasonable care by the Trustee to determine if such cash offer constitutes a fair price for the Mortgage Loan. If the Trustee designates such third party to make such determination, the Trustee shall be entitled to rely conclusively upon such party's determination. The reasonable fees of, and the costs of all appraisals, inspection reports and broker opinions of value incurred by any such third party shall be covered by, and shall be reimbursable, from the offering Interested Person.

Each Note Holder (to the extent it is not the same entity as the Lead Securitization Note Holder) hereby appoints the Lead Securitization Note Holder as its agent, and grants to the Lead Securitization Note Holder an irrevocable power of attorney coupled with an interest, and its proxy, for the purpose of soliciting and accepting offers for and consummating the sale of its Note. Each Note Holder (to the extent it is not the same entity as the Lead Securitization Note Holder) further agrees that, upon the request of the Lead Securitization Note Holder, such Note Holder shall execute and deliver to or at the direction of Lead Securitization Note Holder such powers of attorney or other instruments as the Lead Securitization Note Holder may reasonably request to better assure and evidence the foregoing appointment and grant, in each case promptly following request, and shall deliver any related original documentation evidencing its Note (endorsed in blank if necessary) to or at the direction of the Lead Securitization Note Holder in connection with the consummation of any such sale.

The authority of the Lead Securitization Note Holder to sell any Non-Lead Securitization Note, and the obligations of any other Note Holder to execute and deliver instruments or deliver the related Note upon request of the Lead Securitization Note Holder, shall

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terminate and cease to be of any further force or effect upon the date, if any, upon which the Lead Securitization Note(s) are repurchased by the holder(s) of such Lead Securitization Note(s) that sold such Lead Securitization Note(s) into such Securitization from the trust fund established under the Lead Securitization Servicing Agreement in connection with a material breach of representation or warranty made by such Person with respect to the Lead Securitization Note(s) or material document defect with respect to the documents delivered by such Person with respect to the Lead Securitization Note(s) upon the consummation of the Lead Securitization. The preceding sentence shall not be construed to grant to any Non-Lead Securitization Note Holder the benefit of any representation or warranty made by the holder(s) of the Lead Securitization Note(s) that sold such Lead Securitization Note(s) into the Lead Securitization or any document delivery obligation imposed on such Person under any mortgage loan purchase and sale agreement, instrument of transfer or other document or instrument that may be executed or delivered by such Person in connection with the Lead Securitization.

(b) The administration of the Mortgage Loan shall be governed by this Agreement and the Lead Securitization Servicing Agreement. The servicing of the Mortgage Loan shall be carried out by the Master Servicer and, if the Mortgage Loan is a Specially Serviced Loan (as defined in the Lead Securitization Servicing Agreement) (or to the extent otherwise provided in the Lead Securitization Servicing Agreement), by the Special Servicer, in each case pursuant to the Lead Securitization Servicing Agreement. Notwithstanding anything to the contrary contained herein, in accordance with the Lead Securitization Servicing Agreement, the Lead Securitization Note Holder shall cause the Master Servicer and the Special Servicer to service and administer the Mortgage Loan in accordance with the Servicing Standard, taking into account the interests of each Note Holder. The Note Holders agree to be bound by the terms of the Lead Securitization Servicing Agreement. All rights and obligations of the Lead Securitization Note Holder described hereunder may be exercised by the Master Servicer, the Special Servicer, the Certificate Administrator or the Trustee on behalf of the Lead Securitization Note Holder to the extent set forth in the Lead Securitization Servicing Agreement. The Lead Securitization Servicing Agreement shall not be amended in any manner that may materially and adversely affect any Non-Lead Securitization Note Holder in its capacity as Non-Lead Securitization Note Holder without such Non-Lead Securitization Note Holder's prior written consent. Each Non-Lead Securitization Note Holder (unless it is a Borrower Party) shall be a third-party beneficiary to the Lead Securitization Servicing Agreement with respect to its rights as specifically provided for therein.

(c) Notwithstanding the foregoing, the Lead Securitization Note Holder (or the Master Servicer or the Special Servicer acting on its behalf) shall (i) provide copies of any notice, information and report that it is required to provide to the Lead Securitization Directing Certificateholder or Controlling Note Holder, as applicable, pursuant to the Lead Securitization Servicing Agreement with respect to any Major Decisions or the implementation of any recommended actions outlined in an Asset Status Report relating to the Mortgage Loan, to each Non-Lead Securitization Note Holder (or its Note Holder Representative), within the same time frame it is required to provide to the Lead Securitization Directing Certificateholder (for this purpose, without regard to whether such items are actually required to be provided to the Lead Securitization Directing Certificateholder under the Lead Securitization Servicing Agreement due to the occurrence of a Control Termination Event or a Consultation Termination Event) and (ii) use reasonable efforts to consult with each Non-Controlling Note Holder (or its Non-

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Controlling Note Holder Representative) on a strictly non-binding basis, to the extent having received such notices, information and reports, such Non-Controlling Note Holder (or its Non-Controlling Note Holder Representative) requests consultation with respect to any such Major Decisions or the implementation of any recommended actions outlined in an Asset Status Report relating to the Mortgage Loan, and consider alternative actions recommended by such Non-Controlling Note Holder (or its Non-Controlling Note Holder Representative), provided that after the expiration of a period of ten (10) Business Days from the delivery to such Non-Controlling Note Holder (or its Non-Controlling Note Holder Representative) by the Lead Securitization Note Holder (or the Master Servicer or the Special Servicer acting on its behalf) of written notice of a proposed action, together with copies of the notice, information and report required to be provided to the Lead Securitization Directing Certificateholder, the Lead Securitization Note Holder (or the Master Servicer or the Special Servicer acting on its behalf) shall no longer be obligated to consult with such Non-Controlling Note Holder (or its Non-Controlling Note Holder Representative), whether or not such Non-Controlling Note Holder (or its Non-Controlling Note Holder Representative) has responded within such ten (10) Business Day period (unless, the Lead Securitization Note Holder (or the Master Servicer or the Special Servicer acting on its behalf) proposes a new course of action that is materially different from the action previously proposed, in which case such ten (10) Business Day period shall be deemed to begin anew from the date of such proposal and delivery of all information relating thereto). Notwithstanding the non-binding consultation rights of each Non-Controlling Note Holder (or its Non-Controlling Note Holder Representative) set forth in the immediately preceding sentence, the Lead Securitization Note Holder (or Master Servicer or Special Servicer, acting on its behalf) may make any Major Decision or take any action set forth in the Asset Status Report before the expiration of the aforementioned ten (10) Business Day period if the Lead Securitization Note Holder (or Master Servicer or Special Servicer, as applicable) determines that immediate action with respect thereto is necessary to protect the interests of the Note Holders. In no event shall the Lead Securitization Note Holder (or Master Servicer or Special Servicer, acting on its behalf) be obligated at any time to follow or take any alternative actions recommended by a Non-Controlling Note Holder (or its Non-Controlling Note Holder Representative).

In addition to the non-binding consultation rights provided in the immediately preceding paragraph, each Non-Controlling Note Holder shall have the right to attend annual meetings (which may be held telephonically) with the Lead Securitization Note Holder (or the Master Servicer or the Special Servicer acting on its behalf), upon reasonable notice and at times reasonably acceptable to the Master Servicer or the Special Servicer, as applicable, in which servicing issues related to the Mortgage Loan are discussed.

(d) If any Note is included as an asset of a REMIC, then, any provision of this Agreement to the contrary notwithstanding: (i) the Mortgage Loan shall be administered such that the Notes shall qualify at all times as (or as interests in) a "qualified mortgage" within the meaning of Section 860G(a)(3) of the Code, (ii) any real property (and related personal property) acquired by or on behalf of the Note Holders pursuant to a foreclosure, exercise of a power of sale or delivery of a deed in lieu of foreclosure of the Mortgage or lien on such property following a default on the Mortgage Loan shall be administered so that the interest of the *pro rata* share of each Note Holder therein shall at all times qualify as "foreclosure property" within the meaning of Section 860G(a)(8) of the Code and (iii) no Servicer may modify, waive or amend any provision of the Mortgage Loan, consent to or withhold consent from any action of the Mortgage

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Loan Borrower, or exercise or refrain from exercising any powers or rights which the Note Holders may have under the Mortgage Loan Documents, if any such action would constitute a "significant modification" of the Mortgage Loan, within the meaning of Section 1.860G-2(b) of the regulations of the United States Department of the Treasury, more than three (3) months after the start-up day of the REMIC which includes the Notes (or any portion thereof), or would otherwise violate any REMIC Provisions applicable to a REMIC that holds any Note (or any portion thereof). Each Note Holder agrees that the provisions of this paragraph shall be effected by compliance with any REMIC Provisions in the Lead Securitization Servicing Agreement relating to the administration of the Mortgage Loan. Any costs and expenses of compliance with this Section 5(d), to the extent that such costs and expenses relate to the administration of the Mortgage Loan in accordance with the REMIC Provisions (including any determination respecting the amount, payment or avoidance of any tax under the REMIC Provisions or the actual payment of any REMIC tax or expense), shall be borne by all of the Note Holders collectively, each contributing on a *Pro Rata* and *Pari Passu* Basis according to the Percentage Interest represented by each Note.

Anything herein or in the Lead Securitization Servicing Agreement to the contrary notwithstanding, if one of the Notes is included in a REMIC and another is not, such other Note Holder shall not be required to reimburse such Note Holder or any other Person for payment of (i) any taxes imposed on such REMIC, (ii) any costs or expenses relating to the administration of such REMIC or (iii) any determination respecting the amount, payment or avoidance of any tax under such REMIC or (iii) any advances for any of the foregoing or any interest thereon or for deficits in other items of disbursement or income resulting from the use of funds for payment of any such taxes, costs or expenses or advances, nor shall any disbursement or payment otherwise distributable to any other Note Holder be reduced to offset or make-up any such payment or deficit.

Section 6. Note Holder Representatives.

(a) The Controlling Note Holder shall have the right at any time to appoint a representative in connection with the exercise of its rights and obligations with respect to the Mortgage Loan (the "Controlling Note Holder Representative"). The Controlling Note Holder shall have the right in its sole discretion at any time and from time to time to remove and replace the Controlling Note Holder Representative. When exercising its various rights under Section 5 and elsewhere in this Agreement, the Controlling Note Holder may, at its option, in each case, act through the Controlling Note Holder Representative. The Controlling Note Holder Representative may be any Person, including, without limitation, the Controlling Note Holder, any officer or employee of the Controlling Note Holder, any Affiliate of the Controlling Note Holder or any other unrelated third party (other than a Borrower Party). No such Controlling Note Holder Representative shall owe any fiduciary duty or other duty to any other Person (other than the Controlling Note Holder). All actions that are permitted to be taken by the Controlling Note Holder under this Agreement may be taken by the Controlling Note Holder Representative acting on behalf of the Controlling Note Holder. No Servicer, Trustee or Certificate Administrator acting on behalf of the Lead Securitization Note Holder shall be required to recognize any Person as a Controlling Note Holder Representative until the Controlling Note Holder has notified such Servicer, Trustee or Certificate Administrator of such appointment and, if the Controlling Note Holder Representative is not the same Person as the Controlling Note Holder, the Controlling Note Holder Representative provides any Servicer, Trustee or Certificate Administrator with written

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confirmation of its acceptance of such appointment (and such parties will be entitled to rely on such notice), a mailing address and e-mail address for the delivery of notices and other correspondence and a list of officers or employees of such person with whom the parties to this Agreement may deal (including their names, titles, work addresses and e-mail addresses). The Controlling Note Holder shall promptly deliver such information to any Servicer, Trustee and Certificate Administrator. Note of the Servicers, Operating Advisor, Certificate Administrator and Trustee shall be required to recognize any person as a Controlling Note Holder Representative until they receive such information from the Controlling Note Holder. The Controlling Note Holder agrees to inform each such Servicer or Trustee of the then-current Controlling Note Holder Representative.

Neither the Controlling Note Holder Representative nor the Controlling Note Holder, in such capacity, will have any liability to any other Note Holder or any other Person for any action taken, or for refraining from the taking of any action or the giving of any consent or the failure to give any consent pursuant to this Agreement or the Lead Securitization Servicing Agreement, or errors in judgment, absent any loss, liability or expense incurred by reason of its willful misfeasance, bad faith or gross negligence or breach of this Agreement. The Note Holders agree that the Controlling Note Holder Representative and the Controlling Note Holder (whether acting in place of the Controlling Note Holder Representative when no Controlling Note Holder Representative shall have been appointed hereunder or otherwise exercising any right, power or privilege granted to the Controlling Note Holder hereunder) may act or refrain from taking actions, or give or refrain from giving consents, that favor the interests of one Note Holder over any other Note Holder, and that the Controlling Note Holder Representative and the Controlling Note Holder may have special relationships and interests that conflict with the interests of another Note Holder and, absent willful misfeasance, bad faith or gross negligence or a breach of this Agreement on the part of the Controlling Note Holder Representative or the Controlling Note Holder, as the case may be, acting in such capacity, agree to take no action against the Controlling Note Holder Representative, the Controlling Note Holder or any of their respective officers, directors, employees, principals or agents as a result of such special relationships or interests, and neither the Controlling Note Holder Representative nor the Controlling Note Holder will be deemed to have acted against the Controlling Note Holder or to have acted in bad faith or engaged in willful misfeasance or to have recklessly disregarded any exercise of its rights, or to have breached this Agreement, by reason of its having acted or refrained from acting, or having given any consent or having failed to give any consent, solely in the interests of any Note Holder.

Each Non-Controlling Note Holder shall provide notice of its identity and contact information (including any change thereto) to the Trustee, Certificate Administrator, the Master Servicer and the Special Servicer under the Lead Securitization Servicing Agreement; provided, that each Initial Note Holder shall be deemed to have provided such notice on the date hereof. The Trustee, Certificate Administrator, the Master Servicer and the Special Servicer under the Lead Securitization Servicing Agreement shall be entitled to conclusively rely on such identity and contact information received by it and shall not be liable in respect of any deliveries hereunder sent in reliance thereon.

Each Non-Controlling Note Holder shall have the right at any time to appoint a representative in connection with the exercise of its rights and obligations with respect to the Mortgage Loan (with respect to such Note Holder, the "Non-Controlling Note Holder

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Representative"). All of the provisions relating to the Controlling Note Holder and the Controlling Note Holder Representative set forth in the first paragraph of this Section 6(a) (except those contained in the last sentence thereof) and the second paragraph of this Section 6(a) shall apply to each Non-Controlling Note Holder and its Non-Controlling Note Holder Representative.

For so long as the Lead Securitization Note(s) are included in the Lead Securitization, the "Directing Certificateholder" under the Lead Securitization Servicing Agreement (or any other party designated under the Lead Securitization Servicing Agreement to exercise the rights of the Controlling Note Holder hereunder) shall be the Controlling Note Holder Representative.

(b) The Controlling Note Holder shall be entitled to exercise the rights and powers granted to the Controlling Note hereunder. In addition, the Controlling Note Holder shall be entitled to advise (1) the Special Servicer with respect to all matters related to the Mortgage Loan if it is a Specially Serviced Loan and (2) the Master Servicer and the Special Servicer with respect to all Major Decisions, and, except as set forth below the Master Servicer and the Special Servicer shall not be permitted to implement or consent to any Major Decision as to which the Controlling Note Holder has objected in writing within ten (10) Business Days (or thirty (30) days with respect to an Acceptable Insurance Default) after receipt of the written recommendation and analysis and such additional information requested by the Controlling Note Holder as may be necessary in the reasonable judgment of the Controlling Note Holder in order to make a judgment with respect to such Major Decision. The Master Servicer or Special Servicer shall seek the consent of the Controlling Note Holder with respect to any Major Decision to the same extent that it is responsible under the Lead Securitization Servicing Agreement for seeking the consent of the Directing Certificateholder with respect to any Major Decision with respect to any other mortgage loan serviced thereunder (assuming that a "Control Termination Event" or similar event under the Lead Securitization Servicing Agreement has not occurred and is not continuing). The Controlling Note Holder may also direct the Special Servicer to take, or to refrain from taking, such other actions with respect to the Mortgage Loan as the Controlling Note Holder may deem advisable.

If the Controlling Note Holder fails to notify the applicable Servicer of its approval or disapproval of any proposed Major Decision within ten (10) Business Days (or thirty (30) days with respect to an Acceptable Insurance Default) after delivery to the Controlling Note Holder by the applicable Servicer of written notice of a proposed Major Decision (which notice shall contain a legend, in conspicuous boldface type, substantially similar to the following: "THIS IS A REQUEST FOR ACTION APPROVAL. IF THE CONTROLLING NOTE HOLDER FAILS TO APPROVE OR DISAPPROVE THE ENCLOSED ACTION WITHIN TEN (10) BUSINESS DAYS, SUCH ACTION MAY BE DEEMED APPROVED") together with any information requested by the Controlling Note Holder as may be necessary in the reasonable judgment of the Controlling Note Holder in order to make a judgment, then upon the expiration of such ten (10) Business Day period (or thirty (30) days with respect to an Acceptable Insurance Default), such Major Decision shall be deemed to have been approved by the Controlling Note Holder.

In the event that the Special Servicer or Master Servicer (in the event the Master Servicer is otherwise authorized by the Lead Securitization Servicing Agreement to take such

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action), as applicable, determines that immediate action, with respect to the foregoing matters, or any other matter requiring consent of the Controlling Note Holder is necessary to protect the interests of the Note Holders (as a collective whole) and the Master Servicer or Special Servicer, as the case may be, has made a reasonable effort to contact the Controlling Note Holder, the Master Servicer or the Special Servicer, as the case may be, may take any such action without waiting for the Controlling Note Holder's response.

No objection, direction, consent or advice contemplated by the preceding paragraphs may require or cause the Master Servicer or the Special Servicer, as applicable, to violate any provision of the Mortgage Loan Documents, applicable law, the Lead Securitization Servicing Agreement, this Agreement, the REMIC Provisions or the Master Servicer or Special Servicer's obligation to act in accordance with the Servicing Standard.

Section 7. **Appointment of Special Servicer.** The Controlling Note Holder (or its Controlling Note Holder Representative) shall have the right (subject to the terms, conditions and limitations in the Lead Securitization Servicing Agreement) at any time and from time to time, with or without cause, to replace the Special Servicer then acting with respect to the Mortgage Loan and appoint a replacement Special Servicer with the Required Special Servicing Rating. Any designation by the Controlling Note Holder (or its Controlling Note Holder Representative) of a Person to serve as Special Servicer shall be made by delivering to each other Note Holder, the Master Servicer, the Special Servicer and each other party to the Lead Securitization Servicing Agreement a written notice stating such designation and satisfying the other conditions to such replacement as set forth in the Lead Securitization Servicing Agreement and this Agreement and delivering a Rating Agency Communication to each Rating Agency (or obtaining a Rating Agency Confirmation from each Rating Agency, but only if required by the terms of the Lead Securitization Servicing Agreement). The Controlling Note Holder shall be solely responsible for any expenses incurred in connection with any such replacement without cause. The Controlling Note Holder shall notify the other parties hereto of its termination of the then currently serving Special Servicer and its appointment of a replacement Special Servicer in accordance with this Section 7. If the Controlling Note Holder has not appointed a Special Servicer with respect to the Mortgage Loan as of the consummation of the securitization under the Lead Securitization Servicing Agreement, then the initial Special Servicer designated in the Lead Securitization Servicing Agreement shall serve as the initial Special Servicer but this shall not limit the right of the Controlling Note Holder (or its Controlling Note Holder Representative) to designate a replacement Special Servicer for the Mortgage Loan as aforesaid. If a Servicer Termination Event on the part of the Special Servicer has occurred that affects any Non-Controlling Note Holder, such Non-Controlling Note Holder shall have the right to direct the Trustee (or at any time that the Mortgage Loan is no longer included in a Securitization Trust, the Controlling Note Holder) to terminate the Special Servicer under the Lead Securitization Servicing Agreement solely with respect to the Mortgage Loan pursuant to and in accordance with the terms of the Lead Securitization Servicing Agreement. Each Note Holder acknowledges and agrees that any successor special servicer appointed to replace the Special Servicer with respect to the Mortgage Loan that was terminated for cause at a Non-Controlling Note Holder's direction cannot at any time be the person (or an Affiliate thereof) that was so terminated without the prior written consent of such Non-Controlling Note Holder. Each Non-Controlling Note Holder shall be solely responsible for reimbursing the Trustee's or the Controlling Note Holder's, as applicable, costs and expenses, if not paid within a reasonable time by the terminated special servicer and, in the

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case of the Trustee, that would otherwise be reimbursed to the Trustee from amounts on deposit in the Lead Securitization's "collection account".

Section 8. **Payment Procedure.**

(a) The Lead Securitization Note Holder (or the Master Servicer acting on its behalf), in accordance with the priorities set forth in Section 3 and subject to the terms of the Lead Securitization Servicing Agreement, shall deposit or cause to be deposited all payments allocable to the Notes to the Collection Account and/or related Companion Distribution Account (each as defined in the Lead Securitization Servicing Agreement) pursuant to and in accordance with the Lead Securitization Servicing Agreement. The Lead Securitization Note Holder (or the Master Servicer acting on its behalf) shall deposit such payments to the applicable account within one Business Day of receipt of properly identified and available funds by the Lead Securitization Note Holder (or the Master Servicer acting on its behalf) from an on behalf of the Mortgage Loan Borrower (provided, that to the extent that any payment is received after 2:00 p.m. (Eastern Time) on any given Business Day, the Master Servicer is required to use commercially reasonable efforts to deposit such payments into the applicable account within one (1) Business Day of receipt of such properly identified and available funds but, in any event, the Master Servicer is required to deposit such payments into the applicable account within two (2) Business Days of receipt of such properly identified and available funds).

(b) If the Lead Securitization Note Holder (or the Master Servicer acting on its behalf) determines, or a court of competent jurisdiction orders, at any time that any amount received or collected in respect of any Note must, pursuant to any insolvency, bankruptcy, fraudulent conveyance, preference or similar law, be returned to the Mortgage Loan Borrower or paid to any Note Holder or any Servicer or paid to any other Person, then, notwithstanding any other provision of this Agreement, the Lead Securitization Note Holder (or the Master Servicer acting on its behalf) shall not be required to distribute any portion thereof to any Non-Lead Securitization Note Holder and each Non-Lead Securitization Note Holder (or the related Non-Lead Master Servicer acting on its behalf) shall promptly on demand by the Lead Securitization Note Holder (or the Master Servicer acting on its behalf) repay to the Lead Securitization Note Holder any portion thereof that the Lead Securitization Note Holder (or the Master Servicer acting on its behalf) shall have therefore distributed to such Non-Lead Securitization Note Holder, together with interest thereon at such rate, if any, as the Lead Securitization Note Holder (or the Master Servicer acting on its behalf) shall have been required to pay to any Mortgage Loan Borrower, Master Servicer, Special Servicer or such other Person with respect thereto.

(c) If, for any reason, the Lead Securitization Note Holder (or the Master Servicer acting on its behalf) makes any payment to any Non-Lead Securitization Note Holder before the Lead Securitization Note Holder (or the Master Servicer acting on its behalf) has received the corresponding payment (it being understood that the Lead Securitization Note Holder is under no obligation to do so), and the Lead Securitization Note Holder does not receive the corresponding payment within five (5) Business Days of its payment to such Non-Lead Securitization Note Holder, such Non-Lead Securitization Note Holder shall, at the Lead Securitization Note Holder's (or the Master Servicer acting on its behalf) request, promptly return that payment to the Lead Securitization Note Holder (or the Master Servicer acting on its behalf).

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(d) Each Note Holder agrees that if at any time it shall receive from any sources whatsoever any payment on account of the Mortgage Loan in excess of its distributable share thereof, it shall promptly remit such excess to the applicable Note Holder, subject to this Agreement and the Lead Securitization Servicing Agreement. The Lead Securitization Note Holder shall have the right to offset any amounts due hereunder from a Non-Lead Securitization Note Holder with respect to the Mortgage Loan against any future payments due to such Non-Lead Securitization Note Holder under the Mortgage Loan. Such Non-Lead Securitization Note Holder's obligations under this Section 8 constitute absolute, unconditional and continuing obligations.

Section 9. **Limitation on Liability of the Note Holders.** No Note Holder shall have any liability to any other Note Holder with respect to its Note except with respect to losses actually suffered due to the gross negligence, willful misconduct or breach of this Agreement on the part of such Note Holder; provided, that, notwithstanding any of the foregoing to the contrary, each Servicer will nevertheless be subject to the obligations and standards (including the Servicing Standard) set forth in the related Securitization Servicing Agreement.

The Note Holders acknowledge that, subject to the obligation of the Lead Securitization Note Holder (including any Servicer and the Trustee on its behalf) to comply with, and except as otherwise required by, the Servicing Standard, the Lead Securitization Note Holder (including any Servicer and the Trustee on its behalf) may exercise, or omit to exercise, any rights that the Lead Securitization Note Holder may have under the Lead Securitization Servicing Agreement in a manner that may be adverse to the interests of any Non-Lead Securitization Note Holder and that the Lead Securitization Note Holder (including any Servicer and the Trustee on its behalf) shall have no liability whatsoever to any Non-Lead Securitization Note Holder in connection with the Lead Securitization Note Holder's exercise of rights or any omission by the Lead Securitization Note Holder to exercise such rights other than as described above; provided, that each Servicer must act in accordance with the Servicing Standard and the terms of this Agreement.

Section 10. **Bankruptcy.** Subject to Sections 2(a) and 5(c), each Note Holder hereby covenants and agrees that only the Lead Securitization Note Holder (or the Servicer on its behalf) has the right to institute, file, commence, acquiesce, petition under Bankruptcy Code Section 303 or otherwise or join any Person in any such petition or otherwise invoke or cause any other Person to invoke an Insolvency Proceeding with respect to or against any Mortgage Loan Borrower or seek to appoint a receiver, liquidator, assignee, trustee, custodian, sequestrator or other similar official with respect to any Mortgage Loan Borrower or all or any part of its property or assets or ordering the winding-up or liquidation of the affairs of any Mortgage Loan Borrower. Each Note Holder further agrees that only the Lead Securitization Note Holder, and not any Non-Lead Securitization Note Holder, can make any election, give any consent, commence any action or file any motion, claim, obligation, notice or application or take any other action in any case by or against any Mortgage Loan Borrower under the Bankruptcy Code or in any other Insolvency Proceeding. The Note Holders hereby appoint the Lead Securitization Note Holder as their agent, and grant to the Lead Securitization Note Holder an irrevocable power of attorney coupled with an interest, and their proxy, for the purpose of exercising any and all rights and taking any and all actions available to any Non-Lead Securitization Note Holder in connection with any case by or against any Mortgage Loan Borrower under the Bankruptcy Code or in any other Insolvency

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Proceeding, including, without limitation, the right to file and/or prosecute any claim, vote to accept or reject a plan, to make any election under Section 1111(b) of the Bankruptcy Code with respect to the Mortgage Loan, and to file a motion to modify, lift or terminate the automatic stay with respect to the Mortgage Loan. The Note Holders hereby agree that, upon the request of the Lead Securitization Note Holder, each Non-Lead Securitization Note Holder shall execute, acknowledge and deliver to the Lead Securitization Note Holder all and every such further deeds, conveyances and instruments as the Lead Securitization Note Holder may reasonably request for the better assuring and evidencing of the foregoing appointment and grant. All actions taken by any Servicer in connection with any Insolvency Proceeding are subject to and must be in accordance with the Servicing Standard and the terms of this Agreement.

Section 11. **Representations of the Note Holders.** Each Note Holder represents and warrants that the execution, delivery and performance of this Agreement is within its corporate powers, has been duly authorized by all necessary corporate action, and does not contravene such Note Holder's charter or any law or contractual restriction binding upon such Note Holder, and that this Agreement is the legal, valid and binding obligation of such Note Holder enforceable against such Note Holder in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally, and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law), and except that the enforcement of rights with respect to indemnification and contribution obligations may be limited by applicable law. Each Note Holder represents and warrants that it is duly organized, validly existing, in good standing and in possession of all licenses and authorizations necessary to carry on its business. Each Note Holder represents and warrants that (a) this Agreement has been duly executed and delivered by such Note Holder, (b) to such Note Holder's actual knowledge, all consents, approvals, authorizations or with the consent of or with any court or governmental agency or body, if any, required for the execution, delivery and performance of this Agreement by such Note Holder have been obtained or made and (c) to such Note Holder's actual knowledge, there is no pending action, suit or proceeding, arbitration or governmental investigation against such Note Holder, an adverse outcome of which would materially and adversely affect its performance under this Agreement.

Section 12. **No Creation of a Partnership or Exclusive Purchase Right.** Nothing contained in this Agreement, and no action taken pursuant hereto shall be deemed to constitute the relationship created hereby between the Note Holders as a partnership, association, joint venture or other entity. No Note Holder shall have any obligation whatsoever to offer to any other Note Holder the opportunity to purchase a participation interest in any future loans originated by such Note Holder or its Affiliates and if any Note Holder chooses to offer to any other Note Holder the opportunity to purchase a participation interest in any future mortgage loans originated by such Note Holder or its Affiliates, such offer shall be at such purchase price and interest rate as such Note Holder chooses, in its sole and absolute discretion. No Note Holder shall have any obligation whatsoever to purchase from any other Note Holder a participation interest in any future loans originated by such Note Holder or its Affiliates.

Section 13. **Other Business Activities of the Note Holders.** Each Note Holder acknowledges that each other Note Holder or its Affiliates may make loans or otherwise extend credit to, and generally engage in any kind of business with, the Mortgage Loan Borrower or any

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Borrower Party, and receive payments on such other loans or extensions of credit to any such party and otherwise act with respect thereto freely and without accountability in the same manner as if this Agreement and the transactions contemplated hereby were not in effect.

Section 14. **Sale of the Notes.**

(a) Except as otherwise provided in Section 14(c) below, each Note Holder agrees that it will not sell, assign, transfer, pledge, syndicate, hypothecate, contribute, encumber or otherwise dispose of all or any portion of its respective Note (or a participation interest in such Note) (a "Transfer") except to a Qualified Institutional Lender in accordance with the terms of this Agreement. Promptly after any such Transfer, any non-transferring Note Holders shall be provided with (x) a representation from each transferee or the transferring Note Holder certifying that such transferee is a Qualified Institutional Lender (except in the case of a Transfer in accordance with the immediately following sentence or a Transfer by a Note Holder to an entity that constitutes a Qualified Institutional Lender pursuant to clause (b)(ii) of the definition thereof) and (y) a copy of the assignment and assumption agreement referred to in Section 15 (unless the transferee is a Securitization Trust and the related pooling and servicing agreement requires the parties thereto to comply with this Agreement). If a Note Holder intends to Transfer its respective Note, or any portion thereof, to an entity that is not a Qualified Institutional Lender, it must first (a) obtain the consent of each non-transferring Note Holder and (b) if any such non-transferring Note Holder's Note is held in a Securitization Trust, provide each of the applicable engaged Rating Agencies for such Securitization Trust with a Rating Agency Communication (or, if the transferring Note Holder is the Lead Securitization Note Holder, obtain a Rating Agency Confirmation from each of the applicable Rating Agencies for such Securitization Trust). Notwithstanding the foregoing, without each non-transferring Note Holder's prior consent (which will not be unreasonably withheld), and if any non-transferring Note Holder's Note is held in a Securitization Trust, until a Rating Agency Confirmation is obtained from each engaged Rating Agency for such Securitization Trust, no Note Holder shall Transfer all or any portion of its Note (or a participation interest in such Note) to a Borrower Party and any such Transfer shall be absolutely null and void and shall vest no rights in the purported transferee. The transferring Note Holder agrees that it shall pay the expenses of any non-transferring Note Holder (including all expenses of the Master Servicer, the Special Servicer, the Trustee and any Controlling Note Holder or Controlling Note Holder Representative) and all expenses relating to any Rating Agency Communication or Rating Agency Confirmation in connection with any such Transfer. Notwithstanding the foregoing, each Note Holder shall have the right, without the need to obtain the consent of any other Note Holder or of any other Person or having to provide any Rating Agency Communication or having to obtain any Rating Agency Confirmation, to Transfer 49% or less (in the aggregate) of its beneficial interest in a Note, other than to a Borrower Party. None of the provisions of this Section 14(a) shall apply in the case of (1) a sale of the Lead Securitization Note(s) together with all of the Non-Lead Securitization Notes, in accordance with the terms and conditions of the Lead Securitization Servicing Agreement or (2) a transfer by the Special Servicer, in accordance with the terms and conditions of the Lead Securitization Servicing Agreement, of the Mortgage Loan or the Mortgaged Property, upon the Mortgage Loan becoming a Defaulted Loan, to a single member limited liability or limited partnership, 100% of the equity interest in which is owned directly or indirectly, through one or more single member limited liability companies or limited partnerships, by the Lead Securitization Trust.

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(b) In the case of any Transfer of a participation interest in any of the Notes, (i) the respective Note Holders' obligations under this Agreement shall remain unchanged, (ii) such Note Holders shall remain solely responsible for the performance of such obligations, and (iii) the Lead Securitization Note Holder and any Persons acting on its behalf shall continue to deal solely and directly with such Note Holder in connection with such Note Holder's rights and obligations under this Agreement and the Lead Securitization Servicing Agreement, and all amounts payable hereunder shall be determined as if such Note Holder had not sold such participation interest.

(c) Notwithstanding any other provision hereof, any Note Holder may pledge (a "Pledge") its Note to any entity (other than a Borrower Party or any Affiliate thereof) which has extended a credit or repurchase facility to such Note Holder and that is either a Qualified Institutional Lender or a financial institution whose long-term unsecured debt is rated at least "A" (or the equivalent) or better by each applicable Rating Agency (or, if not rated by an applicable Rating Agency, an equivalent (or higher) rating from any two of Fitch, Moody's and S&P) or to a Person with respect to which a Rating Agency Confirmation has been obtained (any of the foregoing, a "Note Pledge", on terms and conditions set forth in this Section 14(c)), it being further agreed that a financing provided by a Note Pledge to a Note Holder or any person which Controls such Note that is secured by its Note and is structured as a repurchase arrangement, shall qualify as a "Pledge" hereunder, provided that a Note Pledge which is not a Qualified Institutional Lender may not take title to the pledged Note without a Rating Agency Confirmation. Upon written notice by the applicable Note Holder to each other Note Holder and any Servicer that a Pledge has been effected (including the name and address of the applicable Note Pledge), each other Note Holder agrees to acknowledge receipt of such notice and thereafter agrees: (i) to give Note Pledge written notice of any default by the pledging Note Holder in respect of its obligations under this Agreement of which default such Note Holder has actual knowledge; (ii) to allow such Note Pledge a period of ten (10) days to cure a default by the pledging Note Holder in respect of its obligations to each other Note Holder hereunder, but such Note Pledge shall not be obligated to cure any such default; (iii) that no amendment, modification, waiver or termination of this Agreement shall be effective against such Note Pledge without the written consent of such Note Pledge, which consent shall not be unreasonably withheld, conditioned or delayed; (iv) that such other Note Holder shall give to such Note Pledge copies of any notice of default under this Agreement simultaneously with the giving of same to the pledging Note Holder and accept any cure thereof by such Note Pledge which such pledging Note Holder has the right (but not the obligation) to effect hereunder, as if such cure were made by such pledging Note Holder; (v) that such other Note Holder shall deliver to Note Pledge such escrowed certificate(s) as Note Pledge shall reasonably request, provided that any such certificate(s) shall be in a form reasonably satisfactory to such other Note Holder; (vi) that, upon written notice (a "Redirection Notice") to each other Note Holder and any Servicer by such Note Pledge that the pledging Note Holder is in default, beyond any applicable cure period under the pledging Note Holder's obligations to such Note Pledge pursuant to the applicable credit agreement between the pledging Note Holder and such Note Pledge (which notice need not be joined in or confirmed by the pledging Note Holder), and until such Redirection Notice is withdrawn or rescinded by such Note Pledge, Note Pledge shall be entitled to receive any payments that any Note Holder or Servicer would otherwise be obligated to pay to the pledging Note Holder from time to time pursuant to this Agreement or the Lead Securitization Servicing Agreement. Any pledging Note Holder hereby unconditionally and

absolutely releases each other Note Holder and any Servicer from any liability to the pledging Note Holder on account of such other Note Holder's or Servicer's compliance with any Redirection Notice believed by any Servicer or such other Note Holder to have been delivered by a Note Pledgee. A Note Pledgee shall be permitted to exercise fully its rights and remedies against the pledging Note Holder to such Note Pledgee (and accept an assignment in lieu of foreclosure as to such collateral), in accordance with applicable law and this Agreement. In such event, the Note Holders and any Servicer shall recognize such Note Pledgee (and any transferee other than a Mortgage Loan Borrower or any Affiliate thereof) which is also a Qualified Institutional Lender at any foreclosure or similar sale held by such Note Pledgee or any transferee in lieu of foreclosure), and its successor and assigns, as the successor to the pledging Note Holder's rights, remedies and obligations under this Agreement, and any such Note Pledgee or Qualified Institutional Lender shall assume in writing the obligations of the pledging Note Holder hereunder accruing from and after such Transfer (i.e., realization upon the collateral by such Note Pledgee) and agrees to be bound by the terms and provisions of this Agreement. The rights of a Note Pledgee under this Section 14(c) shall remain effective as to any Note Holder (and any Servicer) unless until such Note Pledgee shall have notified any such Note Holder (and any Servicer, as applicable) in writing that its interest in the pledged Note has terminated.

(d) Notwithstanding any provisions herein to the contrary, if a conduit ("Conduit") which is not a Qualified Institutional Lender provides financing to a Note Holder then such Note Holder shall have the right to grant a security interest in its Note to such Conduit notwithstanding that such Conduit is not a Qualified Institutional Lender, if the following conditions are satisfied:

(i) The loan (the "Conduit Inventory Loan") made by the Conduit to such Note Holder to finance the acquisition and holding of its Note requires a third party (the "Conduit Credit Enhancer") to provide credit enhancement;

(ii) The Conduit Credit Enhancer is a Qualified Institutional Lender;

(iii) Such Note Holder pledges (or sells, transfers or assigns as part of a repurchase facility) its interest in its Note to the Conduit as collateral for the Conduit Inventory Loan;

(iv) The Conduit Credit Enhancer and the Conduit agree that, if such Note Holder defaults under the Conduit Inventory Loan, or if the Conduit is unable to refinance its outstanding commercial paper even if there is no default by such Note Holder, the Conduit Credit Enhancer will purchase the Conduit Inventory Loan from the Conduit, and the Conduit will assign the pledge of such Note Holder's Note to the Conduit Credit Enhancer; and

(v) Unless the Conduit is in fact then a Qualified Institutional Lender, the Conduit will not without obtaining a Rating Agency Confirmation from each Rating Agency have any greater right to acquire the interests in the Note pledged by such Note Holder, by foreclosure or otherwise, than would any other purchaser that is not a Qualified Institutional Lender at a foreclosure sale conducted by a Note Pledgee.

Section 15. **Registration of the Notes and Each Note Holder.** The Agent shall keep or cause to be kept at the Agent Office books (the "Note Register") for the registration and transfer of the Notes. The Agent shall serve as the initial note registrar and the Agent hereby accepts such appointment. The names and addresses of the holders of the Notes and the names and addresses of any transferee of any Note of which the Agent has received notice, in the form of a copy of the assignment and assumption agreement referred to in this Section 15, shall be registered in the Note Register. The Person in whose name a Note is so registered shall be deemed and treated as the sole owner and holder thereof for all purposes of this Agreement. Upon request of a Note Holder, the Agent shall provide such party with the names and addresses of each other Note Holder. To the extent the Trustee or another party is appointed as Agent hereunder, each Note Holder hereby designates such person as its agent under this Section 15 solely for purposes of maintaining the Note Register.

In connection with any Transfer of a Note (but excluding any Pledgee unless and until it realizes on its Pledge), a transferee shall execute an assignment and assumption agreement (unless the transferee is a Securitization Trust and the related pooling and servicing agreement requires the parties thereto to comply with this Agreement), whereby such transferee assumes all of the obligations of the applicable Note Holder hereunder with respect to such Note thereafter accruing and agrees to be bound by the terms of this Agreement, including the applicable restriction on Transfers set forth in Section 14, from and after the date of such assignment. No transfer of a Note may be made unless it is registered on the Note Register, and the Agent shall not recognize any attempted or purported transfer of any Note in violation of the provisions of Section 14 and this Section 15. Any such purported transfer shall be absolutely null and void and shall vest no rights in the purported transferee. Each Note Holder desiring to effect such transfer shall, and does hereby agree to, indemnify the Agent and each other Note Holder against any liability that may result if the transfer is not made in accordance with the provisions of this Agreement.

Section 16. **Governing Law; Waiver of Jury Trial.** THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, THE RELATIONSHIP OF THE PARTIES TO THIS AGREEMENT, AND/OR THE INTERPRETATION AND ENFORCEMENT OF THE RIGHTS AND OBLIGATIONS OF THE PARTIES TO THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS AND DECISIONS OF THE STATE OF NEW YORK, WITHOUT REGARD TO THE CHOICE OF LAW RULES THEREOF (OTHER THAN SECTION 1-401 OF THE NEW YORK GENERAL OBLIGATIONS LAW). EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

Section 17. **Submission To Jurisdiction; Waivers.** Each party hereto hereby irrevocably and unconditionally:

(a) SUBMITS FOR ITSELF AND ITS PROPERTY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT, OR FOR RECOGNITION AND ENFORCEMENT OF ANY JUDGMENT IN RESPECT THEREOF, TO THE NON-EXCLUSIVE GENERAL JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK, THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA FOR THE SOUTHERN DISTRICT OF NEW YORK, AND APPELLATE COURTS FROM ANY THEREOF;

(b) CONSENTS THAT ANY SUCH ACTION OR PROCEEDING MAY BE BROUGHT IN SUCH COURTS AND, TO THE EXTENT PERMITTED BY LAW, WAIVES ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH ACTION OR PROCEEDING IN ANY SUCH COURT OR THAT SUCH ACTION OR PROCEEDING WAS BROUGHT IN AN INCONVENIENT COURT AND AGREES NOT TO PLEAD OR CLAIM THE SAME;

(c) AGREES THAT SERVICE OF PROCESS IN ANY SUCH ACTION OR PROCEEDING MAY BE EFFECTED BY MAILING A COPY THEREOF BY REGISTERED OR CERTIFIED MAIL (OR ANY SUBSTANTIALLY SIMILAR FORM OF MAIL), POSTAGE PREPAID, TO ITS ADDRESS SET FORTH HEREIN OR AT SUCH OTHER ADDRESS OF WHICH A PARTY HEREIN SHALL HAVE BEEN NOTIFIED; AND

(d) AGREES THAT NOTHING HEREIN SHALL AFFECT THE RIGHT TO EFFECT SERVICE OF PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR SHALL LIMIT THE RIGHT TO SUE IN ANY OTHER JURISDICTION.

Section 18. **Modifications.** This Agreement shall not be modified, cancelled or terminated except by an instrument in writing signed by each Note Holder. Additionally, for as long as any Note is contained in a Securitization Trust, the Note Holders shall not amend or modify this Agreement without first obtaining a Rating Agency Confirmation from each Rating Agency then rating any securities of any Securitization Trust, provided that no such Rating Agency Confirmation shall be required in connection with a modification (i) to cure any ambiguity, to correct any scrivener's error, to correct or supplement any provisions herein that may be defective or inconsistent with any other provisions herein or with the Lead Securitization Servicing Agreement, or (ii) with respect to matters or questions arising under this Agreement, to make provisions of this Agreement consistent with other provisions of this Agreement (including, without limitation, in connection with the creation of New Notes pursuant to Section 32).

Section 19. **Successors and Assigns; Third Party Beneficiaries.** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Except as provided herein, including without limitation, with respect to the Trustee, Certificate Administrator, Master Servicer and Special Servicer and any Non-Lead Master Servicer, Non-Lead Special Servicer or Non-Lead Trustee, none of the provisions of this Agreement shall be for the benefit of or enforceable by any Person other than a party hereto. Subject to Section 14 and Section 15, each Note Holder may assign or delegate its rights or obligations under this Agreement. Upon any such assignment, the assignee shall be entitled to all rights and benefits of the applicable Note Holder hereunder. For the avoidance of doubt, the representations in Section 11 shall not be binding upon any Securitization Trust.

Section 20. **Counterparts.** This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument, and the words "executed," "signed,"

"signature," and words of like import as used above and elsewhere in this Agreement or in any other certificate, agreement or document related to this transaction shall include, in addition to manually executed signatures, images of manually executed signatures transmitted by facsimile or other electronic format (including, without limitation, "pdf", "tif" or "jpg") and other electronic signatures (including, without limitation, any electronic sound, symbol, or process, attached to or logically associated with a contract or other record and executed or adopted by a person with the intent to sign the record). The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code.

Section 21. **Captions.** The titles and headings of the paragraphs of this Agreement have been inserted for convenience of reference only and are not intended to summarize or otherwise describe the subject matter of the paragraphs and shall not be given any consideration in the construction of this Agreement.

Section 22. **Severability.** Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable laws, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

Section 23. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter contained in this Agreement and supersedes all prior agreements, understandings and negotiations between the parties.

Section 24. **Withholding Taxes.** (a)(i) If the Lead Securitization Note Holder or any Mortgage Loan Borrower shall be required by law to deduct and withhold Taxes from interest, fees or other amounts payable to any Non-Lead Securitization Note Holder with respect to the Mortgage Loan as a result of such Non-Lead Securitization Note Holder constituting a Non-Exempt Person, such Lead Securitization Note Holder, in its capacity as servicer, shall be entitled to do so with respect to such Non-Lead Securitization Note Holder's interest in such payment (all withheld amounts being deemed paid to such Note Holder), provided that the Lead Securitization Note Holder shall furnish such Non-Lead Securitization Note Holder with a statement setting forth the amount of Taxes withheld, the applicable rate and other information which may reasonably be requested for purposes of assisting such Note Holder to seek any allowable credits or deductions for the Taxes so withheld in each jurisdiction in which such Note Holder is subject to tax.

(b) Each Note Holder (to the extent it is not the same entity as the Lead Securitization Note Holder) shall and hereby agrees to indemnify the Lead Securitization Note Holder against and hold the Lead Securitization Note Holder harmless from and against any Taxes, interest, penalties and attorneys' fees and disbursements arising or resulting from any failure of the Lead Securitization Note Holder to withhold Taxes from payment made to such

Note Holder in reliance upon any representation, certificate, statement, document or instrument made or provided by such Note Holder to the Lead Securitization Note Holder in connection with the obligation of the Lead Securitization Note Holder to withhold Taxes from payments made to such Note Holder, it being expressly understood and agreed that (i) the Lead Securitization Note Holder shall be absolutely and unconditionally entitled to accept any such representation, certificate, statement, document or instrument as being true and correct in all respects and to fully rely thereon without any obligation or responsibility to investigate or to make any inquiries with respect to the accuracy, veracity, correctness or validity of the same and (ii) such Note Holder, upon request of the Lead Securitization Note Holder and at its sole cost and expense, shall defend any claim or action relating to the foregoing indemnification using counsel selected by the Lead Securitization Note Holder.

(c) Each Note Holder (to the extent it is not the same entity as the Lead Securitization Note Holder) represents that it is not a Non-Exempt Person and that neither the Lead Securitization Note Holder nor the Mortgage Loan Borrower is obligated under applicable law to withhold Taxes on sums paid to it with respect to the Mortgage Loan or otherwise pursuant to this Agreement. Contemporaneously with the execution of this Agreement and from time to time as necessary during the term of this Agreement, each Note Holder (to the extent it is not the same entity as the Lead Securitization Note Holder) shall deliver to the Lead Securitization Note Holder or Servicer, as applicable, evidence satisfactory to the Lead Securitization Note Holder substantiating that such Note Holder is not a Non-Exempt Person and that the Lead Securitization Note Holder is not obligated under applicable law to withhold Taxes on sums paid to it with respect to the Mortgage Loan or otherwise under this Agreement. Without limiting the effect of the foregoing, (i) if a Note Holder is created or organized under the laws of the United States, any state thereof or the District of Columbia, it shall satisfy the requirements of the preceding sentence by furnishing to the Lead Securitization Note Holder an Internal Revenue Service Form W-9 and (ii) if a Note Holder is not created or organized under the laws of the United States, any state thereof or the District of Columbia, and if the payment of interest or other amounts by the Mortgage Loan Borrower is treated for United States income tax purposes as derived in whole or part from sources within the United States, such Note Holder shall satisfy the requirements of the preceding sentence by furnishing to the Lead Securitization Note Holder Internal Revenue Service Form W-8-EFT, Form W-8IMY (with appropriate attachments), Form W-8BEN or Form W-8BEN-E, or successor forms, as may be required from time to time, duly executed by such Note Holder, as evidence of such Note Holder's exemption from the withholding of United States tax with respect thereto. The Lead Securitization Note Holder shall not be obligated to make any payment hereunder with respect to any Non-Lead Securitization Note or otherwise until the holder of such Note shall have furnished to the Lead Securitization Note Holder requested forms, certificates, statements or documents.

Section 25. **Custody of Mortgage Loan Documents.** Prior to the Lead Securitization Date, the originals of all of the Mortgage Loan Documents (other than the Notes, which will be held by the respective Note Holders or their designated custodians) will be held by the Initial Agent (or a duly appointed interim servicer or custodian on its behalf) on behalf of the registered holders of the Notes. If the Lead Securitization is not also the Note A-1 Securitization, then on and after the Lead Securitization Date, the originals of all of the Mortgage Loan Documents (other than any Notes not included in such Lead Securitization, which will be held by the respective Note Holders or their designated custodians) shall be held in the name of the trustee

(and held by a duly appointed custodian therefor) under the Lead Securitization Servicing Agreement, on behalf of the registered holders of the Notes. On and after the Note A-1 Securitization Date, the originals of all of the Mortgage Loan Documents (other than any Notes not included in the Note A-1 Securitization) shall be transferred to and held in the name of the trustee (and held by a duly appointed custodian therefor) under the Note A-1 PSA, on behalf of the registered holders of the Notes.

Section 26. **Cooperation in Securitization.**

(a) Each Note Holder acknowledges that any Note Holder may elect, in its sole discretion, to include its Note in a Securitization. In connection with a Securitization and subject to the terms of the preceding sentence, at the request of the related Securitizing Note Holder, each related Non-Securitizing Note Holder shall use reasonable efforts, as such Securitizing Note Holder's expense, to satisfy, and to cooperate with such Securitizing Note Holder in attempting to cause the Mortgage Loan Borrower to satisfy, the market standards to which such Securitizing Note Holder customarily adheres or that may be reasonably required in the marketplace or by the Rating Agencies in connection with such Securitization, including, entering into (or consenting to, as applicable) any modifications to this Agreement or the Mortgage Loan Documents and to cooperate with such Securitizing Note Holder in attempting to cause the Mortgage Loan Borrower to execute such modifications to the Mortgage Loan Documents, in any such case, as may be reasonably requested by the Rating Agencies to effect such Securitization; provided, that no Non-Securitizing Note Holder shall be required to modify or amend this Agreement or any Mortgage Loan Documents (or consent to such modification, as applicable) in connection therewith, if such modification or amendment would (i) change the interest allocable to, or the amount of any payments due to or priority of such payments to, such Non-Securitizing Note Holder or (ii) materially increase such Non-Securitizing Note Holder's obligations or materially decrease such Non-Securitizing Note Holder's rights, remedies or protections. In connection with any Securitization, such related Non-Securitizing Note Holder shall provide for inclusion in any disclosure document relating to such Securitization such information concerning such Non-Securitizing Note Holder and its Note as the related Securitizing Note Holder reasonably determines to be necessary or appropriate, and such Non-Securitizing Note Holder shall, at the Securitizing Note Holder's expense, cooperate with the reasonable requests of each Rating Agency and such Securitizing Note Holder in connection with such Securitization (including, without limitation, reasonably cooperating with the Securitizing Note Holder (without any obligation to make additional representations and warranties) to enable the Securitizing Note Holder to make all necessary certifications and deliver all necessary opinions (including customary securities law opinions) in connection with the Mortgage Loan and such Securitization), as well as in connection with all other matters and the preparation of any offering documents thereof and to review and respond reasonably promptly with respect to any information relating to such Non-Securitizing Note Holder and its Note in any Securitization document. Each Note Holder acknowledges that in connection with any Securitization, the information provided by it in its capacity as a Non-Securitizing Note Holder to the related Securitizing Note Holder may be incorporated into the offering documents for such Securitization. Each Securitizing Note Holder and each Rating Agency shall be entitled to rely on the information supplied by, or on behalf of, each Non-Securitizing Note Holder. The Securitizing Note Holder shall reasonably cooperate with each Non-Securitizing Note Holder by providing all information reasonably requested that is in the Securitizing Note Holder's

possession in connection with such Non-Securitizing Note Holder's preparation of disclosure materials in connection with a Securitization.

Upon request, each Securitizing Note Holder shall deliver to each related Non-Securitizing Note Holder drafts of the preliminary and final offering memoranda, prospectus supplement, free writing prospectus and any other disclosure documents and the pooling and servicing agreement for the Securitization of such Securitizing Note Holder's Note and provide reasonable opportunity to review and comment on such documents.

Section 27. **Notices.** All notices required hereunder shall be given by (i) e-mail (during business hours) if the sender on the same day sends a confirming copy of such notice by reputable overnight delivery service (charges prepaid); (ii) reputable overnight delivery service (charges prepaid) or (iii) certified United States mail, postage prepaid return receipt requested, and addressed to the respective parties at their addresses set forth on Exhibit B hereto, or at such other address as any party shall hereafter inform the other party by written notice given as aforesaid. All written notices so given shall be deemed effective upon receipt.

Section 28. Broker. Each Note Holder represents to each other that it has not dealt with any broker, investment banker, agent or other person that may be entitled to any commission or compensation in connection with the consummation of any of the transactions contemplated hereby.

Section 29. Certain Matters Affecting the Agent.

- (a) The Agent may request and/or rely upon and shall be protected in acting or refraining from acting upon any documents delivered to the Agent pursuant to Section 14 and Section 15;
- (b) The Agent may consult with counsel and any opinion of counsel shall be full and complete authorization and protection in respect of any action taken or suffered or omitted by it hereunder in good faith and in accordance with such opinion of counsel;
- (c) The Agent shall be under no obligation to institute, conduct or defend any litigation hereunder or in relation hereto at the request, order or direction of any Note Holder pursuant to the provisions of this Agreement, unless it has received indemnity reasonably satisfactory to it;
- (d) The Agent or any of its directors, officers, employees, Affiliates, agents or "control" persons within the meaning of the Act, shall not be personally liable for any action taken, suffered or omitted by it in good faith and reasonably believed by the Agent to be authorized or within the discretion or rights or powers conferred upon it by this Agreement;
- (e) The Agent shall not be bound to make any investigation into the facts or matters stated in any documents delivered to the Agent pursuant to Section 15;
- (f) The Agent may execute any of the powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys but shall not be relieved of its obligations hereunder; and

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- (g) The Agent represents and warrants that it is a Qualified Institutional Lender.

Section 30. Reserved.

Section 31. Resignation or Termination of Agent. The Agent may resign at any time on ten (10) days' prior notice, so long as a successor Agent, reasonably satisfactory to the Note Holders (it being agreed that a Servicer, the Trustee or a Certificate Administrator in a Securitization is satisfactory to the Note Holders), has agreed to be bound by this Agreement and perform the duties of the Agent hereunder. Barclays, as Initial Agent, may transfer its rights and obligations to a Servicer, the Trustee or the Certificate Administrator, as successor Agent, at any time without the consent of any Note Holder. Notwithstanding the foregoing, Note Holders hereby agree that, simultaneously with the closing of the Lead Securitization, the Master Servicer shall be deemed to have been automatically appointed as the successor Agent under this Agreement in place of Barclays without any further notice or other action. The termination or resignation of the Master Servicer, as Master Servicer under the Lead Securitization Servicing Agreement, shall be deemed a termination or resignation of such Master Servicer as Agent under this Agreement, and any successor master servicer shall be deemed to have been automatically appointed as the successor Agent under this Agreement in place thereof without any further notice or other action.

Section 32. Resizing. Notwithstanding any other provision of this Agreement, for so long as any Initial Note Holder or an affiliate thereof (an "Original Entity") is the owner of a Note that is not included in a Securitization (each, an "Owned Note"), such Original Entity shall have the right, subject to the terms of the Mortgage Loan Documents, to cause the Mortgage Loan Borrower to execute amended and restated notes or additional notes (in each case, as applicable, "New Notes") reallocating the principal of an Owned Note to such New Notes; or severing an Owned Note into one or more further "component" notes in the aggregate principal amount equal to the then outstanding principal balance of such Owned Note provided that (i) the aggregate principal balance of all outstanding New Notes following such amendments is no greater than the aggregate principal of such Owned Note prior to such amendments, (ii) all Notes continue to have the same weighted average interest rate as the Notes prior to such amendments, (iii) all Notes pay on a Pro Rata and Pari Passu Basis and such reallocated or component notes shall be automatically subject to the terms of this Agreement, and (iv) the Original Entity holding the New Notes shall notify each other Note Holder, the Master Servicer, the Special Servicer, the Certificate Administrator and the Trustee in writing of such modified allocations and principal amounts. If the Lead Securitization Note Holder so requests, the Original Entity holding the New Notes (and any subsequent holder of such Notes) shall execute a confirmation of the continuing applicability of this Agreement to the New Notes, as so modified. Except for the foregoing reallocation and for modifications pursuant to the Lead Securitization Servicing Agreement (as discussed in Section 5), no Note may be modified or amended without the consent of its holder and the consent of the holder of each other Note. In connection with the foregoing (provided the conditions set forth in clauses (i) through (v) above are satisfied, with respect to clauses (i) through (iv), as certified by the Original Entity, on which certification the Master Servicer can rely), the Master Servicer is hereby authorized and directed to execute amendments to the Mortgage Loan Documents and this Agreement on behalf of any or all of the Note Holders, as applicable, solely for the purpose of reflecting such reallocation of principal and that each New Note shall be a "Note" hereunder and for the purpose of adding and modifying any definitions related thereto. If more than one New

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Note is created hereunder, for purposes of exercising the rights of a Controlling Note Holder or Non-Controlling Note Holder hereunder, the "Controlling Note Holder" or "Non-Controlling Note Holder", as applicable, shall be as provided in the definitions of such terms in this Agreement; provided that the Controlling Note Holder shall be entitled to designate any New Note created from the existing Controlling Note to be a Non-Controlling Note hereunder.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, each of the Initial Note Holders have caused this Agreement to be duly executed as of the day and year first above written.

BARCLAY'S CAPITAL REAL ESTATE INC.,
as Initial Note A-1 Holder, Initial Note A-2 Holder, Initial Note A-3 Holder, Initial Note A-4 Holder, Initial Note A-5 Holder, and Initial Note A-6 Holder

By: /s/ Adam Scotto
Name: Adam Scotto
Title: Authorized Signatory

HTI MOB Portfolio - Agreement Between Note Holders

SOCIÉTÉ GÉNÉRALE FINANCIAL CORPORATION,
as Initial Note A-7 Holder, Initial Note A-8 Holder, Initial Note A-9 Holder, Initial Note A-10 Holder, and Initial Note A-11 Holder

By: /s/ Kevin Kelley
Name: Kevin Kelley
Title: Vice President

HTI MOB Portfolio - Agreement Between Note Holders

KEYBANK NATIONAL ASSOCIATION,
as Initial Note A-12 Holder, Initial Note A-13 Holder, Initial Note A-14 Holder

By: /s/ Cynthia M. Milisto
Name: Cynthia M. Milisto
Title: Vice President

HTI MOB Portfolio - Agreement Between Note Holders

EXHIBIT A

MORTGAGE LOAN SCHEDULE

Description of Mortgage Loan

Mortgage Loan Borrower:	The entities set forth on <u>Schedule I</u> attached hereto
Date of Mortgage Loan:	May 24, 2023
Date of Notes:	May 24, 2023
Original Principal Amount of Mortgage Loan:	\$240,000,000.00
Principal Amount of Mortgage Loan as of the date hereof:	\$240,000,000.00
Note A-1 Principal Balance:	\$40,000,000.00
Note A-2 Principal Balance:	\$30,000,000.00
Note A-3 Principal Balance:	\$20,000,000.00
Note A-4 Principal Balance:	\$10,000,000.00
Note A-5 Principal Balance:	\$5,000,000.00
Note A-6 Principal Balance:	\$3,000,000.00
Note A-7 Principal Balance:	\$20,600,000.00
Note A-8 Principal Balance:	\$18,500,000.00
Note A-9 Principal Balance:	\$9,100,000.00

Note A-10 Principal Balance:	\$6,400,000.00
Note A-11 Principal Balance:	\$5,400,000.00
Note A-12 Principal Balance:	\$40,000,000.00
Note A-13 Principal Balance:	\$20,000,000.00

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Note A-14 Principal Balance:	\$12,000,000.00
Location of Mortgaged Property:	As set forth on <u>Schedule I</u> attached hereto
Initial Maturity Date:	June 6, 2033

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EXHIBIT B

Note A-1 Holder, Note A-2 Holder, Note A-3 Holder, Note A-4 Holder, Note A-5 Holder and Note A-6 Holder:

Barclays Capital Real Estate Inc.
745 Seventh Avenue
New York, New York 10019
Attention: Adam Scotto
Email: adam.scotto@barclays.com

Note A-7 Holder, Note A-8 Holder, Note A-9 Holder, Note A-10 Holder, and Note A-11 Holder:

Société Générale Financial Corporation
245 Park Avenue
New York, New York 10167
Attention: COO – CM Loan Origination
Email: list.us-glob-abp-cmbs-notices@sgcb.com

Note A-12 Holder, Note A-13 Holder, and Note A-14 Holder:

KeyBank National Association
11501 Outlook, Suite 300
Overland Park, Kansas, 66211
Attention: Joe DeRoy

with a copy to:

Polsinelli PC
900 W. 48th Place, Suite 900
Kansas City, Missouri 64112
Attention: Cassandra Carpenter, Esq.
Telephone: (816) 360-4232
Facsimile: (816) 753-1536
Email: ccarpenter@polsinelli.com

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EXHIBIT C

PERMITTED FUND MANAGERS

1. Alliance Bernstein
2. Annaly Capital Management
3. Apollo Real Estate Advisors
4. Archon Capital, L.P.
5. AREA Property Partners
6. Artemis Real Estate Partners
7. BlackRock, Inc.
8. Capital Trust, Inc.
9. Clarion Partners
10. CreXus Investment Corporation/Annaly Capital Management
11. DigitalBridge Group, Inc.
12. DLJ Real Estate Capital Partners
13. Dune Real Estate Partners
14. Eightfold Real Estate Capital, L.P.
15. Five Mile Capital Partners
16. Fortress Investment Group LLC
17. Garrison Investment Group
18. Goldman, Sachs & Co.
19. H/2 Capital Partners LLC
20. Hudson Advisors
21. Investcorp International
22. Star Financial Inc.
23. J.P. Morgan Investment Management Inc.
24. JER Partners
25. Lend-Lease Real Estate Investments
26. Libbermax Capital LLC
27. LoanCore Capital
28. Lone Star Funds
29. Lowe Enterprises
30. Normandy Real Estate Partners
31. One William Street Capital Management, L.P.
32. Och-Ziff Capital Management Group/ OZ Management, L.P./ OZ Management II., L.P.
33. Praedium Group
34. Raith Capital Partners, LLC
35. Rialto Capital Management, LLC
36. Rialto Capital Advisors LLC
37. Rimrock Capital Management LLC
38. Rockpoint Group
39. Rockwood
40. RREEF Funds
41. Square Mile Capital Management
42. Starwood Capital Group/Starwood Financial Trust
43. The Blackstone Group
44. The Carlyle Group

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45. Torchlight Investors
46. Walton Street Capital, L.L.C.
47. Westbrook Partners
48. WestRiver Capital
49. Wheelock Street Capital
50. Whitehall Street Real Estate Fund, L.P.

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EXHIBIT D

DECISIONMAKING PRIOR TO SECURITIZATION

Unanimous Decisions:

- (1) Any increase or decrease in the weighted average spreads of the Mortgage Loan above or below the spreads specified in, or adjusted pursuant to, the Mortgage Loan Documents.
- (2) Any increase or decrease of any portion of the Mortgage Loan assuming the exercise of all extension options.
- (3) Any substitution of the properties securing the Mortgage Loan.
- (4) Any waiver, reduction, deferral or forgiveness of principal or interest for any portion of the Mortgage Loan.
- (5) Any sale, transfer or encumbrance of any collateral for the Mortgage Loan or the underlying property, other than as specified in the Mortgage Loan Documents.
- (6) Any sale, transfer or encumbrance of any direct or indirect interests in the Borrower other than as set forth in the Mortgage Loan Documents.
- (7) Any release of the borrower or guarantor from any liability or obligation as set forth in the Mortgage Loan Documents except those that are non-monetary and de minimis in nature.
- (8) A release of material collateral for the Mortgage Loan to the extent the Lender has a consent right as set forth in the applicable Mortgage Loan Documents.
- (9) Waivers of, or approval of, material negative deviations from, any material economic terms of the Mortgage Loan Documents.
- (10) Any material modification of or material amendment to the Mortgage Loan Documents not otherwise covered above (including, without limitation, creating any mezzanine loans).
Instituting, filing, commencing, acquiescing, petitioning or invoking any Insolvency Proceeding with respect to or against the Mortgage Loan Borrower or any other affiliate of the Mortgage Loan Borrower that is a party to the Mortgage Loan (or applicable tranche thereof) or all or any part of the Mortgage Loan Borrower's or any
- (11) such other party's respective property or assets or ordering the winding-up or liquidation of the affairs of the Mortgage Loan Borrower or such other party (notwithstanding the foregoing, each Note Holder shall have the right to make any election, give any consent, commence any action or file any motion, claim, obligation, notice or application or take any other action in any Insolvency Proceeding by or against the Mortgage Loan Borrower or any such other party, solely with respect to such Note Holder's pro rata interest in the Mortgage Loan (or applicable tranche thereof)).
- (12) Any proposed or actual foreclosure upon or comparable conversion of the ownership of properties securing the Mortgage Loan if it comes into and continues in default (individually and/or collectively, as the context may require, the "Foreclosed Property").
- (13) Any sale of the Mortgage Loan (when it is a Defaulted Mortgage Loan (as such term (or analogous term) is defined in the interim servicing agreement) or Foreclosed Property for less than the outstanding amount due and owing under the Mortgage Loan.
- (14) Any determination to bring a Foreclosed Property into compliance with applicable environmental laws or to otherwise address hazardous materials located at a Foreclosed Property.
- (15) Any waiver of a "due-on-sale" or "due-on-encumbrance" clause with respect to the Mortgage Loan or, if lender consent is required, any consent to such waiver or consent to a transfer of the Mortgaged Property or interests in the Mortgage Loan Borrower or consent

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- to the incurrence of additional debt, other than any such transfer or incurrence of debt as may be effected without the consent of the lender under the related loan agreement or related to an immaterial easement, right of way or similar agreement.
- (16) Any property management company changes (to the extent the lender is required to consent or approve under the Mortgage Loan Documents).
- (17) Releases of any escrow accounts, reserve accounts or letters of credit held as performance or "earn-out" escrows or reserves other than those required pursuant to the specific terms of the Mortgage Loan and for which there is no lender discretion.
- (18) Following a default or an event of default with respect to the Mortgage Loan, any acceleration of the Mortgage Loan, or initiation of judicial or similar proceedings under the Mortgage Loan Documents or with respect to the Mortgage Loan Borrower or Mortgaged Property.
- (19) Any determination of an Insurance Default.
- (20) Any proposed modification or waiver of any material provision in the Mortgage Loan Documents governing the type, nature or amount of insurance coverage required to be obtained and maintained by the Mortgage Loan Borrower.
- (21) Any approval of any casualty insurance settlements or condemnation settlements, and any determination to apply casualty proceeds or condemnation awards to the reduction of the debt rather than to the restoration of the Mortgaged Property.

Supermajority Decisions:

All decisions that are not Unanimous Decisions and not ministerial.

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SCHEDULE I
MORTGAGE LOAN BORROWER AND MORTGAGED PROPERTIES

Borrower	Property	Property Address
ARHC FMUNIN01, LLC	757 Franciscan Medical Building - Munster, IN	757 45th St, Munster, IN
ARHC AHGBYW01, LLC	Aurora Healthcare Center - Green Bay, WI	2890 Lineville Road, Green Bay, WI
ARHC AHGVLW01, LLC	Aurora Healthcare Center - Greenville, WI	1750 Lily of the Valley Drive, Greenville, WI
ARHC AHWTFW01, LLC	Aurora Healthcare Center - Watford, WI	818 Forrest Lane, Watford, WI
ARHC AHWTMW01, LLC	Aurora Healthcare Center - Wautoma, WI	900 East Division Street, Wautoma, WI
ARHC AHKIEW01, LLC	Aurora Healthcare Center - Kiel, WI	1001 Service Road, Kiel, WI
ARHC BMWRNM01, LLC	Beaumont Medical Center - Warren MI	8545 Common Rd, Warren, MI
ARHC DDHDFL01, LLC	DaVita Dialysis - Hudson, FL	14134 Nephron Lane, Hudson, FL
ARHC DDLARFL01, LLC	DaVita Bay Breeze Dialysis Center - Largo, FL	11550 Ulmertown Rd, Largo, FL
ARHC HCTMPFL01, LLC	Florida Medical - Heartcare - Tampa, FL	14320 Bruce B Downs Blvd, Tampa, FL
ARHC SSTMPFL01, LLC	Florida Medical - Somerset - Tampa, FL	15260 Amberly Drive, Tampa, FL
ARHC TPTMPFL01, LLC	Florida Medical - Tampa Palms - Tampa, FL	17417 Bridge Hill Court, Tampa, FL
ARHC WCWCHFL01, LLC	Florida Medical - Wesley Chapel - Wesley Chapel, FL	27343 Wesley Chapel Blvd, Wesley Chapel, FL
ARHC FMWEDAL01, LLC	Fresenius Medical Care - Winfield, AL	638 Tahoe Road, Winfield, AL
ARHC GDFMHM01, LLC	Glendale MOB - Farmington Hills, MI	28595 Orchard Lake Road, Farmington Hills, MI
ARHC GFGBTAZ01, LLC	Greenfield Medical Plaza - Gilbert, AZ	875 North Greenfield Rd, Gilbert, AZ
ARHC GHVLS01, LLC	Greenville Health System - Greenville, SC	1120 Grove Road, Greenville, SC
ARHC ECGVLS01, LLC	Eastside Cancer Institute - Greenville, SC	65 International Drive, Greenville, SC
ARHC LMFMYFL01, LLC	Lee Memorial Health System Outpatient Center - Fort Myers, FL	12600 Creekside Lane, Fort Myers, FL
ARHC MHCLVHO01, LLC	MetroHealth Buckeye Health Center - Cleveland, OH	2816 East 116th St, Cleveland, OH
ARHC DMDCRGA01, LLC	Decatur Medical Office Building - Decatur, GA	2718 Lawrenceville Hwy, Decatur, GA
ARHC RACLWFL01, LLC	RAI Care Center - Clearwater, FL	29296 US Hwy 19, Clearwater, FL
ARHC RMRWLT01, LLC	Rockwall Medical Plaza - Rockwall, TX	890 Rockwall Pkwy, Rockwall, TX
ARHC CMSHTM001, LLC	Crittenton Sterling Heights MOB - Sterling Heights, MI	37771 Schoenherr Road, Sterling Heights, MI
ARHC CMWTSMI001, LLC	Crittenton Washington MOB - Washington Township, MI	57850 Van Dyke Road, Washington Township, MI
ARHC VSTALFL01, LLC	Vascular Surgery Associates - Tallahassee, FL	2631 Centennial Boulevard, Tallahassee, FL
ARHC WMBRPM01, LLC	West Michigan Surgery Center - Big Rapids, MI	20095 Gilbert Road, Big Rapids, MI
ARHC WHYRKP01, LLC	Women's Healthcare Group MOB - York, PA	1693 South Queen Street, York, PA

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Borrower	Property	Property Address
ARHC LMLANPA01, LLC	Lancaster Medical Arts MOB - Lancaster, PA	233 College Avenue, Lancaster, PA
ARHC PSSGDMA01, LLC	Pioneer Spine Sport - Springfield, MA	55 St. George Road, Springfield, MA
ARHC PSWSGMA01, LLC	Pioneer Spine Sports - West Springfield, MA	271 Park Avenue, West Springfield, MA
ARHC PSNHTMA01, LLC	Pioneer Spine Sports - Northampton, MA	766 North King Street, Northampton, MA
ARHC UPHBGPA01, LLC	UMPC Sir Thomas Court - Harrisburg, PA	805 Sir Thomas Court, Harrisburg, PA
ARHC UPBMBGPA01, LLC	UMPC Fisher Road - Mechanicsburg, PA	2140 Fisher Road, Mechanicsburg, PA
ARHC UPHBGPA02, LLC	UMPC Chambers Hill - Harrisburg, PA	5400 Chambers Hill Road, Harrisburg, PA
ARHC SARCOL01, LLC	Swedish American MOB - Roscoe, IL	4282 East Rockton Road, Roscoe, IL
ARHC SCTEMTX01, LLC	Surgery Center of Temple - Temple, TX	1909 S.W.H.K. Dodgen Loop, Temple, TX
ARHC KEKWDTX01, LLC	Kingwood Executive Center - Kingwood, TX	201 Kingwood Drive, Kingwood, TX
ARHC OOHLDH01, LLC	OrthoOne Hilliard - Hilliard, OH	3775-3779 Trueman Court, Hilliard, OH
ARHC SDGMWOK01, LLC	South Douglas MOB - Midwest City, OK	1800 South Douglas Boulevard, Midwest City, OK
ARHC SPABYNY01, LLC	St. Peters Albany 2 Palisades - Albany, NY	2 Palisades Drive, Albany, NY
ARHC SPTRYNY01, LLC	St. Peters Troy 2 New Hampshire - Troy, NY	2 New Hampshire Drive, Troy, NY
ARHC SPABYNY02, LLC	St. Peters - Albany, NY - 4 Palisades	4 Palisades Drive, Albany, NY
ARHC SPABYNY03, LLC	St. Peters - Albany, NY - 5 Palisades	5 Palisades Drive, Albany, NY
ARHC SLESTPA01, LLC	St Lukes Heart Vascular Center - East Stroudsburg, PA	235 East Brown Street, East Stroudsburg, PA
ARHC MESCSMI01, LLC	Metropolitan Eye Lakeshore Surgery - St. Clair, MI	21711 Greater Mack Avenue, St. Clair Shores, MI
ARHC NCOOSTX01, LLC	Naidu Clinic - Odessa, TX	605 East 4th Street, Odessa, TX
ARHC BPBLPOH01, LLC	Belpre V Cancer Center - Belpre, OH	807 Farson Street, Belpre, OH
ARHC FMTAPFL01, LLC	Florida Medical Clinic - Tampa, FL	13602 North 46th Street, Tampa, FL
ARHC ADERLCO01, LLC	Center for Advanced Dermatology - Lakewood, CO	3455 S. Yarrow Street, Lakewood, CO

ARHC PNPENFLO1, LLC	Pensacola Nephrology MOB - Pensacola, FL	1619 Creighton Road, Pensacola, FL
ARHC PVGYRAZO1, LLC	Palm Valley Medical Plaza - Goodyear, AZ	13657 West McDowell Road, Goodyear, AZ
ARHC MEFHDNDJ01, LLC	Millennium Eye Care - Freehold, NJ	500 West Main Street, Freehold, NJ
ARHC AGLAWGA01, LLC	Atlanta Gastroenterology Associates - Lawrenceville, GA	301 Philip Blvd, Lawrenceville, GA
ARHC BJMERIN01, LLC	Bone and Joint Specialists - Merrillville, IN	9001 Broadway, Merrillville, IN
ARHC ECAGRENC01, LLC	Eastern Carolina ENT Head & Neck Surgery - Greenville, NC	850 Johns Hopkins Drive, Greenville, NC
ARHC PMPEOAZ01, LLC	Medical Center V - Peoria, AZ	13090 North 94th Drive, Peoria, AZ
ARHC HO4PSLB01, LLC	Hope Orthopedics Portfolio - (1550 State) Salem, OR	1550 State Street, Salem, OR 1586 State Street, Salem, OR

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Borrower	Property	Property Address
	Hope Orthopedics Portfolio - (1586 State) Salem, OR Hope Orthopedics Portfolio - (1600 State) Salem, OR Hope Orthopedics Portfolio - Keizer, OR	1600 State Street, Salem, OR 5825 Shoreview Lane, Keizer, OR

Schedule I-3

MORTGAGE LOAN PURCHASE AGREEMENT

This Mortgage Loan Purchase Agreement (this "Agreement"), is dated and effective as of October 5, 2023, between 3650 Real Estate Investment Trust 1, LLC, as seller (in such capacity, together with its successors and permitted assigns hereunder, the "Mortgage Loan Seller" or "Seller"), and Barclays Commercial Mortgage Securities LLC, as purchaser (in such capacity, together with its successors and permitted assigns hereunder, the "Purchaser").

RECITALS

The Mortgage Loan Seller desires to sell, assign, transfer, set over and otherwise convey to the Purchaser, without recourse, representation or warranty, other than as set forth herein, and the Purchaser desires to purchase, subject to the terms and conditions set forth herein, the commercial, multifamily and/or manufactured housing community mortgage loans (collectively, the "Mortgage Loans") identified on the schedule attached as **Exhibit A**, which schedule may be amended or substituted from time to time.

The Purchaser intends to create a trust (the "Trust"), the primary assets of which will be a segregated pool of commercial, multifamily and/or manufactured housing community mortgage loans, that includes the Mortgage Loans. Beneficial ownership of the assets of the Trust (such assets collectively, the "Trust Assets") will be evidenced by a series of mortgage pass-through certificates (the "Certificates"). Certain classes of Certificates will be nationally recognized statistical rating organizations (the "Rating Agencies"). Certain classes of Certificates (the "Securitized Assets") and certain classes of Certificates (the "Non-Retained Certificates") will not be registered under the Securities Act. The Trust will be created and the Certificates will be issued pursuant to a pooling and servicing agreement to be dated and effective as of October 1, 2023 (the "Pooling and Servicing Agreement"), among Barclays Commercial Mortgage Securities LLC, as depositor (the "Depositor"), Midland Loan Services, a Division of PNC Bank, National Association, as master servicer (the "Master Servicer"), 3650 REIT Loan Servicing LLC, as special servicer (the "Special Servicer"), Computershare Trust Company, National Association, as certificate administrator (in such capacity, the "Certificate Administrator") and as trustee (in such capacity, the "Trustee") and as issuer (in such capacity, the "Issuer") and as issuer representative (in such capacity, the "Issuer Representative"). Certain terms used but not otherwise defined herein shall have the respective meanings assigned to them in the Pooling and Servicing Agreement as in full force and effect on the Closing Date (as defined in **Section 1.1**) hereto (except with respect to the definition of "Servicing File" which for purposes of this Agreement shall not include the documents described in clause (b) in the definition of such term in the Pooling and Servicing Agreement entered into on or after the date hereof). Any reference to a provision of the Pooling and Servicing Agreement shall be to the Pooling and Servicing Agreement as in full force and effect on the Closing Date. It is anticipated that the Purchaser will transfer the Mortgage Loans to the Trust on behalf of the Trust contemporaneously with its purchase of the Mortgage Loans hereunder.

The Purchaser intends to sell the Registered Certificates to Barclays Capital Inc. ("Barclays Capital"), Deutsche Bank Securities Inc. ("DBSI"), BMO Capital Markets Corp. ("BMO Capital"), Citigroup Global Markets Inc. ("Citigroup"), Drexel Hamilton, LLC ("Drexel") and Bancroft Capital, LLC ("Bancroft") (collectively, in such capacity, the "Underwriters") pursuant to an underwriting agreement, dated as of September 15, 2023 (the "Underwriting Agreement"), among the Purchaser, Barclays Capital Holdings Inc. ("BCH") and the Underwriters. The Purchaser intends to sell the Non-Registered Certificates to Barclays Capital, DBSI, BMO Capital, Citigroup, Drexel and Bancroft (collectively, in such capacity, the "Initial Purchasers") pursuant to a certificate purchase agreement, dated as of September 15, 2023 (the "Certificate Purchase Agreement"), among the Purchaser, BCH and the Initial Purchasers. The Certificates are more fully described in (a) that certain prospectus dated September 15, 2023 (together with all annexes and exhibits thereto and information incorporated therein by reference as of the date of filing thereof, the "Prospectus"), relating to the Registered Certificates and (b) that certain private placement memorandum, dated September 15, 2023 (together with all annexes and exhibits thereto, the "Private Placement Memorandum"), relating to the Non-Registered Certificates, as each may be amended or supplemented at any time hereafter.

The Mortgage Loan Seller will indemnify the Depositor, the Underwriters, the Initial Purchasers and certain related parties with respect to certain disclosures regarding the Mortgage Loans that is contained in (a) that certain preliminary prospectus, dated September 11, 2023, relating to the Registered Certificates (together with all annexes and exhibits thereto and information incorporated therein by reference as of the last Time of Sale as defined in the Indemnification Agreement, the "Preliminary Prospectus") and (b) that certain preliminary private placement memorandum, dated September 11, 2023, relating to the Non-Registered Certificates (together with all annexes and exhibits thereto, the "Preliminary Private Placement Memorandum"), (c) the Prospectus, (d) the Private Placement Memorandum and (e) certain other disclosure documents and offering materials relating to the Certificates, pursuant to an indemnification agreement, dated as of September 15, 2023 (the "Indemnification Agreement"), among the Mortgage Loan Seller, the Depositor, the Underwriters and the Initial Purchasers.

NOW, THEREFORE, in consideration of the premises and the mutual agreements set forth herein, the parties agree as follows:

Section 1. Assignment and Transfer. The Mortgage Loan Seller hereby assigns, transfers, sets over and otherwise conveys to the Purchaser, without recourse, representation or warranty, other than as set forth herein, and the Purchaser agrees to purchase from the Mortgage Loan Seller, subject to the terms and conditions set forth herein, the Mortgage Loans. The purchase and sale of the Mortgage Loans shall take place on October 5, 2023 or such other date as shall be mutually acceptable to the parties hereto (the "Closing Date"). As of the Closing Date, the Mortgage Loans will have an aggregate principal balance, other application of all payments of principal due on the Mortgage Loans, if any, on or before such date, whether or not received, of \$3,900,000,000, subject to a variance of plus or minus 5%. The purchase price for the Mortgage Loans shall be an amount set forth on the cross receipt between the Mortgage Loan Seller and the Purchaser dated the Closing Date (which price reflects no deduction for any transaction expenses for which the Mortgage Loan Seller is responsible). The Purchaser shall pay such purchase price to the Mortgage Loan Seller on the Closing Date by wire transfer in immediately available funds or by such other method as shall be mutually acceptable to the parties hereto.

Section 2. Conveyance of Mortgage Loans. (a) Effective as of the Closing Date, subject only to receipt of the purchase price referred to in **Section 1** hereto and the satisfaction of the other conditions to the Mortgage Loan Seller's obligations set forth herein, the Mortgage Loan Seller does hereby sell, assign, transfer, set over and otherwise convey to the Purchaser, without recourse, representation or warranty, other than as set forth herein, all of the right, title and interest of the Mortgage Loan Seller in, to and under the Mortgage Loans and all documents included in the related Mortgage Files, with the understanding that a servicing rights purchase and sale agreement or comparable agreement may be executed by the Mortgage Loan Seller and the Master Servicer. Such assignment includes all scheduled payments of principal and interest under and proceeds of the Mortgage Loans received after their respective Cut-Off Dates (other than scheduled payments of interest and principal due on or before their respective Cut-Off Dates, which shall belong and be promptly remitted to the Mortgage Loan Seller) together with all documents delivered or caused to be delivered herewith with respect to such Mortgage Loans by the Mortgage Loan Seller (including all documents included in the related Mortgage Files and Servicing Files and any other documents required to be delivered by the Mortgage Loan Seller under Sections 2.01(b) and (c) of the Pooling and Servicing Agreement). The Purchaser shall be entitled to receive all scheduled payments of principal and interest due on the Mortgage Loans after their respective Cut-Off Dates, and all other recoveries of principal and interest collected thereafter after their respective Cut-Off Dates (other than scheduled payments of principal and interest due on the Mortgage Loans on or before their respective Cut-Off Dates and collected after their respective Cut-Off Dates, in the case of Qualified Substitute Mortgage Loans (if any), due on or prior to the related date of substitution and collected after such date), in each case, which shall belong to the Mortgage Loan Seller, except any Retained Defeasance Rights and Obligations.

After the Mortgage Loan Seller's transfer of the Mortgage Loans to the Purchaser, as provided herein, the Mortgage Loan Seller shall not take any action inconsistent with the Purchaser's ownership of the Mortgage Loans. Except for actions that are the express responsibility of another party hereunder or under the Pooling and Servicing Agreement, and further except for actions that the Mortgage Loan Seller is expressly permitted to complete subsequent to the Closing Date, the Mortgage Loan Seller shall, on or before the Closing Date, take all actions required under applicable law to effectuate the transfer of the Mortgage Loans by the Mortgage Loan Seller to the Purchaser.

For U.S. federal income tax purposes, the Mortgage Loan Seller will also transfer (i) a 38.5% interest in the 500 Delaware Loan REMIC Regular Interest and a 100% interest in the 500 Delaware Loan REMIC Residual Interest to the Purchaser, (ii) a 100% interest in the Art Aviation Loan REMIC Regular Interest and a 100% interest in the Art Aviation Loan REMIC Residual Interest to the Purchaser, (iii) a 50% interest in the Centene Loan REMIC Regular Interest and a 100% interest in the Centene Loan REMIC Residual Interest to the Purchaser, (iv) a 100% interest in the Triple Net Loan REMIC Regular Interest and a 100% interest in the Triple Net Loan REMIC Residual Interest to the Purchaser, (v) a 50% interest in the 1516 Motek Parkway Loan REMIC Regular Interest and a 100% interest in the 1516 Motek Parkway Loan REMIC Residual Interest to the Purchaser and (vi) a 100% interest in the TOTAL Plaza Loan REMIC Regular Interest and a 100% interest in the TOTAL Plaza Loan REMIC Residual Interest to the Purchaser.

It is expressly agreed and understood that, notwithstanding the assignment of the Mortgage Loan documents, it is expressly intended that the Mortgage Loan Seller will receive the benefit of any securitization indemnification provisions in the Mortgage Loan documents.

(b) The Mortgage Loan Seller shall deliver to the Purchaser, without recourse, representation or warranty, other than as set forth herein, all of the right, title and interest of the Mortgage Loan Seller in, to and under the Mortgage Loans and all documents included in the related Mortgage Files, with the understanding that a servicing rights purchase and sale agreement or comparable agreement may be executed by the Mortgage Loan Seller and the Master Servicer. Such assignment includes all scheduled payments of principal and interest under and proceeds of the Mortgage Loans received after their respective Cut-Off Dates (other than scheduled payments of interest and principal due on or before their respective Cut-Off Dates, which shall belong and be promptly remitted to the Mortgage Loan Seller) together with all documents delivered or caused to be delivered herewith with respect to such Mortgage Loans by the Mortgage Loan Seller (including all documents included in the related Mortgage Files and Servicing Files and any other documents required to be delivered by the Mortgage Loan Seller under Sections 2.01(b) and (c) of the Pooling and Servicing Agreement). The Purchaser shall be entitled to receive all scheduled payments of principal and interest due on the Mortgage Loans after their respective Cut-Off Dates, and all other recoveries of principal and interest collected thereafter after their respective Cut-Off Dates (other than scheduled payments of principal and interest due on the Mortgage Loans on or before their respective Cut-Off Dates and collected after their respective Cut-Off Dates, in the case of Qualified Substitute Mortgage Loans (if any), due on or prior to the related date of substitution and collected after such date), in each case, which shall belong to the Mortgage Loan Seller, except any Retained Defeasance Rights and Obligations.

(c) The Mortgage Loan Seller shall deliver to the Purchaser, without recourse, representation or warranty, other than as set forth herein, all of the right, title and interest of the Mortgage Loan Seller in, to and under the Mortgage Loans and all documents included in the related Mortgage Files, with the understanding that a servicing rights purchase and sale agreement or comparable agreement may be executed by the Mortgage Loan Seller and the Master Servicer. Such assignment includes all scheduled payments of principal and interest under and proceeds of the Mortgage Loans received after their respective Cut-Off Dates (other than scheduled payments of interest and principal due on or before their respective Cut-Off Dates, which shall belong and be promptly remitted to the Mortgage Loan Seller) together with all documents delivered or caused to be delivered herewith with respect to such Mortgage Loans by the Mortgage Loan Seller (including all documents included in the related Mortgage Files and Servicing Files and any other documents required to be delivered by the Mortgage Loan Seller under Sections 2.01(b) and (c) of the Pooling and Servicing Agreement). The Purchaser shall be entitled to receive all scheduled payments of principal and interest due on the Mortgage Loans after their respective Cut-Off Dates, and all other recoveries of principal and interest collected thereafter after their respective Cut-Off Dates (other than scheduled payments of principal and interest due on the Mortgage Loans on or before their respective Cut-Off Dates and collected after their respective Cut-Off Dates, in the case of Qualified Substitute Mortgage Loans (if any), due on or prior to the related date of substitution and collected after such date), in each case, which shall belong to the Mortgage Loan Seller, except any Retained Defeasance Rights and Obligations.

Mortgage Loan (which delivery shall be subject to clauses (c) and (f) in the proviso of the definition of "Mortgage File") and, except in the case of a Mortgage Loan that is part of a Non-Serviced Whole Loan as of the Closing Date, any other items required to be delivered or deposited by the Mortgage Loan Seller under Sections 2.01(b) and (c) of the Pooling and Servicing Agreement (other than amounts from reserve accounts and originals of letters of credit, which shall be transferred to the Master Servicer) for each Mortgage Loan, and shall take such other actions and pay such costs with respect to the Mortgage Loans as may be required under Sections 2.01(b) and (c) of the Pooling and Servicing Agreement.

(d) The Mortgage Loan Seller shall deliver to the Purchaser, without recourse, representation or warranty, other than as set forth herein, all of the right, title and interest of the Mortgage Loan Seller in, to and under the Mortgage Loans and all documents included in the related Mortgage Files, with the understanding that a servicing rights purchase and sale agreement or comparable agreement may be executed by the Mortgage Loan Seller and the Master Servicer. Such assignment includes all scheduled payments of principal and interest under and proceeds of the Mortgage Loans received after their respective Cut-Off Dates (other than scheduled payments of interest and principal due on or before their respective Cut-Off Dates, which shall belong and be promptly remitted to the Mortgage Loan Seller) together with all documents delivered or caused to be delivered herewith with respect to such Mortgage Loans by the Mortgage Loan Seller (including all documents included in the related Mortgage Files and Servicing Files and any other documents required to be delivered by the Mortgage Loan Seller under Sections 2.01(b) and (c) of the Pooling and Servicing Agreement). The Purchaser shall be entitled to receive all scheduled payments of principal and interest due on the Mortgage Loans after their respective Cut-Off Dates, and all other recoveries of principal and interest collected thereafter after their respective Cut-Off Dates (other than scheduled payments of principal and interest due on the Mortgage Loans on or before their respective Cut-Off Dates and collected after their respective Cut-Off Dates, in the case of Qualified Substitute Mortgage Loans (if any), due on or prior to the related date of substitution and collected after such date), in each case, which shall belong to the Mortgage Loan Seller, except any Retained Defeasance Rights and Obligations.

In addition, pursuant to Section 3.01(f) of the Pooling and Servicing Agreement, within sixty (60) days (or such shorter time period as is required or amended in order that it may be drawn by the Master Servicer on behalf of the Trust:

In addition, on or prior to the fifth (5th) Business Day after the Closing Date, the Mortgage Loan Seller, at its expense, shall deliver to the Custodian five (5) limited powers of attorney.

attorney substantially in the form attached hereto as **Exhibit B** in favor of the Custodian (on behalf of the Trustee), the Master Servicer or the Special Servicer, as applicable, to empower the Custodian (on behalf of the Trustee) and, in the event of the failure or incapacity of the Custodian (on behalf of the Trustee), the Master Servicer or the Special Servicer, as applicable, to sign and/or deliver to a third party for submission, or to cause the Custodian to sign and/or deliver to a third party for submission, for recording, at the expense of the Mortgage Loan Seller, any Mortgage Loan documents required to be recorded as described in Section 2.01 of the Pooling and Servicing Agreement and any intervening assignments with evidence of recording thereon that are required to be included in the Mortgage Files (so long as original counterparts have previously been delivered to the Trustee or the Custodian on its behalf). The Mortgage Loan Seller agrees to reasonably cooperate with the Custodian, the Master Servicer or the Special Servicer, as applicable, in connection with any additional powers of attorney or revisions thereto that are requested by such parties for purposes of such recordings. The parties hereto agree that to such power of attorney shall be used with respect to any Mortgage Loan by or under authorization by any party hereto except to the extent that the absence of a document described in the second preceding sentence with respect to such Mortgage Loan remains unremedied as of the earlier of (i) the date that is one hundred eighty (180) days following the delivery of notice of such absence to the Mortgage Loan Seller, but in no event earlier than eighteen (18) months from the Closing Date, and (ii) the date (if any) on which such Mortgage Loan becomes a Special Serviced Mortgage Loan. The Custodian, the Master Servicer or the Special Servicer, as applicable, shall submit such documents for recording, at the Mortgage Loan Seller's expense, after the periods set forth above, provided, the Custodian, the Master Servicer or the Special Servicer, as applicable, shall not submit such assignments for recording if the Mortgage Loan Seller produces evidence that it or a third party on its behalf has sent any such assignment for recording and certifies that the Mortgage Loan Seller is awaiting its return from the applicable recording office.

(g) The Mortgage Loan Seller shall deliver to the Purchaser, without recourse, representation or warranty, other than as set forth herein, all of the right, title and interest of the Mortgage Loan Seller in, to and under the Mortgage Loans and all documents included in the related Mortgage Files, with the understanding that a servicing rights purchase and sale agreement or comparable agreement may be executed by the Mortgage Loan Seller and the Master Servicer. Such assignment includes all scheduled payments of principal and interest under and proceeds of the Mortgage Loans received after their respective Cut-Off Dates (other than scheduled payments of interest and principal due on or before their respective Cut-Off Dates, which shall belong and be promptly remitted to the Mortgage Loan Seller) together with all documents delivered or caused to be delivered herewith with respect to such Mortgage Loans by the Mortgage Loan Seller (including all documents included in the related Mortgage Files and Servicing Files and any other documents required to be delivered by the Mortgage Loan Seller under Sections 2.01(b) and (c) of the Pooling and Servicing Agreement). The Purchaser shall be entitled to receive all scheduled payments of principal and interest due on the Mortgage Loans after their respective Cut-Off Dates, and all other recoveries of principal and interest collected thereafter after their respective Cut-Off Dates (other than scheduled payments of principal and interest due on the Mortgage Loans on or before their respective Cut-Off Dates and collected after their respective Cut-Off Dates, in the case of Qualified Substitute Mortgage Loans (if any), due on or prior to the related date of substitution and collected after such date), in each case, which shall belong to the Mortgage Loan Seller, except any Retained Defeasance Rights and Obligations.

of the related Mortgage Loans in connection with the origination of such Mortgage Loans (provided that the Mortgage Loan Seller shall not be required to deliver any internal communications (including such communications between such Mortgage Loan Seller and its Affiliates) and underwriting analysis (including documents prepared by the applicable Mortgage Loan Seller or any of its Affiliates for such purposes), draft documents, attorney client communications that are privileged communications or constitute legal or other due diligence analyses and credit underwriting or due diligence analysis of data); provided that the parties hereto acknowledge and agree that some or all of the items in clauses (d) through (g) of this sentence have, been posted to websites to which various parties to the Pooling and Servicing Agreement have access, and if any such items have been so posted to any such website(s) which the Master Servicer has access, such items will be deemed to have been delivered to the Master Servicer in accordance with this sentence; and provided, further that (i) if the Master Servicer is unable to download such items from such website(s) after making reasonable efforts to do so and provides notice (which may be delivered by electronic means) to the Mortgage Loan Seller, the Mortgage Loan Seller shall deliver such items to the Master Servicer by such means as may be reasonably acceptable to the Master Servicer. In addition, the Mortgage Loan Seller shall, in accordance with Section 2.01(f) of the Pooling and Servicing Agreement, deliver it and deposit with, or cause to be delivered to and deposited with, the Master Servicer within three (3) Business Days after the Closing Date, all unapplied reserve funds and Escrow Payments in the possession or under the control of the Mortgage Loan Seller that relate to the Mortgage Loans (other than any Non-Serviced Whole Loans). In addition, not later than the Closing Date, the Mortgage Loan Seller shall provide to the Master Servicer the initial data with respect to each Mortgage Loan that is necessary for the preparation of the initial CREFC[®] Financial File and CREFC[®] Loan Periodic Update File required to be delivered by the Master Servicer under the Pooling and Servicing Agreement.

(h) The Mortgage Loan Seller shall deliver to the Purchaser, without recourse, representation or warranty, other than as set forth herein, all of the right, title and interest of the Mortgage Loan Seller in, to and under the Mortgage Loans and all documents included in the related Mortgage Files, with the understanding that a servicing rights purchase and sale agreement or comparable agreement may be executed by the Mortgage Loan Seller and the Master Servicer. Such assignment includes all scheduled payments of principal and interest under and proceeds of the Mortgage Loans received after their respective Cut-Off Dates (other than scheduled payments of interest and principal due on or before their respective Cut-Off Dates, which shall belong and be promptly remitted to the Mortgage Loan Seller) together with all documents delivered or caused to be delivered herewith with respect to such Mortgage Loans by the Mortgage Loan Seller (including all documents included in the related Mortgage Files and Servicing Files and any other documents required to be delivered by the Mortgage Loan Seller under Sections 2.01(b) and (c) of the Pooling and Servicing Agreement). The Purchaser shall be entitled to receive all scheduled payments of principal and interest due on the Mortgage Loans after their respective Cut-Off Dates, and all other recoveries of principal and interest collected thereafter after their respective Cut-Off Dates (other than scheduled payments of principal and interest due on the Mortgage Loans on or before their respective Cut-Off Dates and collected after their respective Cut-Off Dates, in the case of Qualified Substitute Mortgage Loans (if any), due on or prior to the related date of substitution and collected after such date), in each case, which shall belong to the Mortgage Loan Seller, except any Retained Defeasance Rights and Obligations. In no event shall the Mortgage Loan Seller take any action that is inconsistent with the Trust's ownership of such Mortgage Loan following the Closing Date.

(i) The Mortgage Loan Seller shall deliver to the Purchaser, without recourse, representation or warranty, other than as set forth herein, all of the right, title and interest of the Mortgage Loan Seller in, to and under the Mortgage Loans and all documents included in the related Mortgage Files, with the understanding that a servicing rights purchase and sale agreement or comparable agreement may be executed by the Mortgage Loan Seller and the Master Servicer. Such assignment includes all scheduled payments of principal and interest under and proceeds of the Mortgage Loans received after their respective Cut-Off Dates (other than scheduled payments of interest and principal due on or before their respective Cut-Off Dates, which shall belong and be promptly remitted to the Mortgage Loan Seller) together with all documents delivered or caused to be delivered herewith with respect to such Mortgage Loans by the Mortgage Loan Seller (including all documents included in the related Mortgage Files and Servicing Files and any other documents required to be delivered by the Mortgage Loan Seller under Sections 2.01(b) and (c) of the Pooling and Servicing Agreement). The Purchaser shall be entitled to receive all scheduled payments of principal and interest due on the Mortgage Loans after their respective Cut-Off Dates, and all other recoveries of principal and interest collected thereafter after their respective Cut-Off Dates (other than scheduled payments of principal and interest due on the Mortgage Loans on or before their respective Cut-Off Dates and collected after their respective Cut-Off Dates, in the case of Qualified Substitute Mortgage Loans (if any), due on or prior to the related date of substitution and collected after such date), in each case, which shall belong to the Mortgage Loan Seller, except any Retained Defeasance Rights and Obligations.

(j) The Mortgage Loan Seller shall deliver to the Purchaser, without recourse, representation or warranty, other than as set forth herein, all of the right, title and interest of the Mortgage Loan Seller in, to and under the Mortgage Loans and all documents included in the related Mortgage Files, with the understanding that a servicing rights purchase and sale agreement or comparable agreement may be executed by the Mortgage Loan Seller and the Master Servicer. Such assignment includes all scheduled payments of principal and interest under and proceeds of the Mortgage Loans received after their respective Cut-Off Dates (other than scheduled payments of interest and principal due on or before their respective Cut-Off Dates, which shall belong and be promptly remitted to the Mortgage Loan Seller) together with all documents delivered or caused to be delivered herewith with respect to such Mortgage Loans by the Mortgage Loan Seller (including all documents included in the related Mortgage Files and Servicing Files and any other documents required to be delivered by the Mortgage Loan Seller under Sections 2.01(b) and (c) of the Pooling and Servicing Agreement). The Purchaser shall be entitled to receive all scheduled payments of principal and interest due on the Mortgage Loans after their respective Cut-Off Dates, and all other recoveries of principal and interest collected thereafter after their respective Cut-Off Dates (other than scheduled payments of principal and interest due on the Mortgage Loans on or before their respective Cut-Off Dates and collected after their respective Cut-Off Dates, in the case of Qualified Substitute Mortgage Loans (if any), due on or prior to the related date of substitution and collected after such date), in each case, which shall belong to the Mortgage Loan Seller, except any Retained Defeasance Rights and Obligations.

identified in the Pooling and Servicing Agreement as being subject to Retained Defeasance Rights and Obligations, the Mortgage Loan Seller has transferred to a third party or has retained the right of the lender under the Mortgage Loan documents to receive a percentage of the economic benefit associated with the ownership of the successor borrower, to designate or establish the successor borrower and to purchase or cause the purchase or behalf of the related borrower (d) the related defeasance collateral, in each case if there is a defeasance of such Mortgage Loan. The Purchaser shall cause the Pooling and Servicing Agreement to provide that: (i) if the Master Servicer receives notice of a defeasance request with respect to a Mortgage Loan with Retained Defeasance Rights and Obligations, then the Master Servicer shall provide upon receipt of such notice, written notice of such defeasance request to the Mortgage Loan Seller or its assignee, and (ii) until such time as the Mortgage Loan Seller provides written notice to the contrary, notice of a defeasance of a Mortgage Loan with Retained Defeasance Rights and Obligations shall be delivered to the Mortgage Loan Seller pursuant to the notice provisions of the Pooling and Servicing Agreement.

Section 3. Cooperation. The Mortgage Loan Seller shall cooperate with the Purchaser, the Depositor, the Underwriters, the Initial Purchasers, the Rating Agencies, the Servicer, the Special Servicer, the Master Servicer, the Trustee, the Issuer, the Issuer Representative, the Certificate Administrator, the Trust and the Trustee, in connection with the origination of the Mortgage Loans and the Pooling and Servicing Agreement, and shall take all actions necessary to effectuate the transfer of the Mortgage Loans to the Purchaser, as provided herein, as a sale of the Mortgage Loans to the Purchaser in exchange for the consideration specified in **Section 1** hereto. In connection with the foregoing, the Mortgage Loan Seller shall cause all of its records to reflect such transfer as a sale (as opposed to a secured loan) and to reflect that the Mortgage Loans are no longer property of the Mortgage Loan Seller.

Section 4. Representations, Warranties and Covenants of the Mortgage Loan Seller to the Purchaser. (a) The Mortgage Loan Seller hereby makes, as of the Time of Sale and as of the date hereof, and in connection with any replacement of a Defective Loan (as defined in **Section 4.0**) hereto) with one or more Qualified Substitute Mortgage Loans (also as defined in **Section 4.0**) hereto, pursuant to **Section 5.0** hereto, as of the related date of substitution, to and for the benefit of the Purchaser, each of the representations and warranties set forth in **Exhibit B-2**.

(b) The Mortgage Loan Seller hereby makes, as of the Closing Date (or as of such other date specifically provided in the particular representation or warranty), and for the benefit of the Purchaser, each of the representations and warranties set forth in **Exhibit C**, subject to the exceptions set forth in **Section C.1**. The Mortgage Loan Seller is also referred to herein as the "Responsible Repurchase Party".

(c) The Mortgage Loan Seller hereby makes, as of the Closing Date, to and for the benefit of the Purchaser only, that the Mortgage Loan Seller has not dealt with any broker, investment banker, agent or other person (other than the Depositor or an affiliate thereof, the Underwriters and the Initial Purchasers) who may be entitled to any commission or compensation in connection with the sale to the Purchaser of the Mortgage Loans.

(d) The Mortgage Loan Seller hereby makes, as of the Closing Date, to and for the benefit of the Purchaser only, that the Mortgage Loan Seller represents and warrants that, with respect to the Mortgage Loans and the Mortgage Loan Seller's role as "originator" for purposes of

Regulation AB (or the role of any third party as "originator" of any Mortgage Loan for which the Mortgage Loan Seller was not the originator for purposes of Regulation AB) and "sponsor" for purposes of Regulation AB in connection with the issuance of the Registered Certificates, the information regarding the Mortgage Loans, the related Mortgage Loans, the related Mortgage Properties and the Mortgage Loan Seller contained in each of the Preliminary Prospectus and the Prospectus complies in all material respects with the applicable disclosure requirements of Regulation AB as in effect on the date hereof and for which compliance is required as of the date hereof. As used herein, "Regulation AB" means Subpart 229.100 - Asset Backed Securities (Regulation AB), 17 C.F.R. §§229.100-229.1125, as such rules may be amended from time to time, and subject to such clarification and interpretation as have been or may hereafter be from time to time provided by the Securities and Exchange Commission (the "Commission") or by the staff of the Commission, in each case as effective from time to time as of the compliance date specified therein. Notwithstanding anything herein to the contrary, this **Section 4(d)** shall run exclusively for the benefit of the Purchaser and no other party.

to or logically associated with a contract or other record and executed or adopted by a person with the intent to sign the record). The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or one of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code. This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, and no other person (other than an identified third-party beneficiary) will have any right or obligation hereunder. The Mortgage Loan Seller shall be an express third party beneficiary to the Pooling and Servicing Agreement to the extent set forth therein. The Asset Representations Reviewer shall be an express third party beneficiary of Sections 4(a), 4(b) and 4(c) of this Agreement. The Depositor, the Trustee and the Certificate Administrator shall each be an express third party beneficiary of Section 19.

Section 12. Representations, Warranties and Agreements to Survive Delivery. All representations, warranties and agreements contained in this Agreement, incorporated herein by reference or contained in the certificates of officers of the Mortgage Loan Seller delivered

pursuant hereto, shall remain operative and in full force and effect and shall survive delivery of the Mortgage Loans by the Mortgage Loan Seller to the Purchaser and by the Purchaser to the Trust, notwithstanding any restrictive or qualified endorsement or assignment in respect of any Mortgage Loan.

Section 13. Severability of Provisions. Any part, provision, representation, warranty or covenant of this Agreement that is prohibited or is held to be void or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof. Any part, provision, representation, warranty or covenant of this Agreement that is prohibited or is held to be void or unenforceable in any particular jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, the parties hereto waive any provision of law which prohibits or renders void or unenforceable any provision hereof.

Section 14. Governing Law, Consent to Jurisdiction, Waiver of Trial by Jury. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO OR IN CONNECTION WITH THE AGREEMENT, THE RELATIONSHIP OF THE PARTIES, AND/OR THE INTERPRETATION AND ENFORCEMENT OF THE RIGHTS AND DUTIES OF THE PARTIES WILL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ANY CONFLICTS OF LAW PRINCIPLES OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY (i) SUBMITS TO THE JURISDICTION OF ANY NEW YORK STATE AND FEDERAL COURTS SITTING IN THE BOROUGH OF MANHATTAN IN NEW YORK CITY WITH RESPECT TO MATTERS ARISING OUT OF OR RELATING TO THIS AGREEMENT; (ii) AGREES THAT ALL CLAIMS WITH RESPECT TO ANY ACTION OR PROCEEDING REGARDING SUCH MATTERS MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE OR FEDERAL COURTS; (iii) WAIVES, TO THE FULLEST POSSIBLE EXTENT WITH RESPECT TO SUCH COURTS, THE DEFENSE OF AN INCONVENIENT FORUM; (iv) AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW; AND (v) WAIVES TO THE EXTENT PERMITTED BY APPLICABLE LAW ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, CLAIM, SUIT, PROCEEDING OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) RELATING TO OR ARISING OUT OF THIS AGREEMENT.

Section 15. Further Assurances. The Mortgage Loan Seller and the Purchaser each agrees to execute and deliver such instruments and take such further actions as any other party hereto may, from time to time, reasonably request in order to effectuate the purposes and to carry out the terms of this Agreement.

Section 16. Successors and Assigns. The rights and obligations of the Mortgage Loan Seller under this Agreement shall not be assigned by the Mortgage Loan Seller without the prior written consent of the Purchaser, except that any person into which the Mortgage Loan Seller may be merged, consolidated, or any person resulting from any merger, consolidation to which the Mortgage Loan Seller is a party, or any person succeeding to all or substantially all of the business of the Mortgage Loan Seller, shall be the successor to the Mortgage Loan Seller hereunder. In connection with its transfer of the Mortgage Loans to the Trust as contemplated by the recitals hereto, the Purchaser is expressly authorized to assign its rights under this Agreement, in whole or in part, to the Trustee for the benefit of the registered holders and beneficial owners of the Certificates. To the extent of any such assignment, the Trustee, for the benefit of the registered holders and beneficial owners of the Certificates, shall be the Purchaser hereunder. Subject to the foregoing, this Agreement shall bind and inure to the benefit of and be enforceable by the Mortgage Loan Seller and the Purchaser, and their respective successors and permitted assigns.

Section 17. Information. The Mortgage Loan Seller shall provide the Purchaser with such information about itself, the Mortgage Loans and the underwriting and servicing procedures applicable to the Mortgage Loans as is (i) required under the provisions of Regulation AB, (ii) required by a Rating Agency or a governmental agency or body or (iii) reasonably requested by the Purchaser for use in a private disclosure document.

Section 18. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties with respect to the matters addressed herein, and this Agreement supersedes any prior agreements and/or understandings, written or oral, with respect to such matters; provided, however, that in no event shall this provision be construed to limit the effect of the Indemnification Agreement or the memorandum of understanding dated June 29, 2023 among the Mortgage Loan Seller, the Purchaser and certain other parties or any separate acknowledgments and agreements executed and delivered pursuant to such memorandum of understanding.

Section 19. Certain Tax Matters. The Mortgage Loan Seller shall prepare or cause to be prepared and shall file, or cause to be filed, all of the Tax Returns for calendar years 2023 and 2024 that it determines are required with respect to the 1516 Motor Parkway Loan REMIC and the Centex Loan REMIC, and shall cause the Trustee to execute such Tax Returns in a timely manner. The expenses of preparing such returns shall be borne by the Mortgage Loan Seller without any right of reimbursement therefor.

The Mortgage Loan Seller agrees to indemnify the Depositor, the Master Servicer (including in its capacity as Companion Paying Agent, if applicable), the Special Servicer, the Certificate Administrator, the Trustee, the Operating Advisor, the Asset Representations Reviewer and the Trust and any partner, director, officer, shareholder, member, manager, employee or agent thereof, and hold them harmless, from and against any and all claims, losses, penalties, fines, forfeitures, reasonable legal fees and related costs (including, without limitation, in connection with the enforcement of such indemnified party's rights under this Agreement), judgments, and any other costs, liabilities, fees and expenses that any of them may sustain arising from or as a result of any willful misconduct, bad faith or negligence of the Mortgage Loan Seller in the performance of its obligations and duties under this Section 19 or by reason of negligent disregard by the Mortgage Loan Seller of its duties and obligations under this Section 19 or by reason of breach of any representations or warranties made herein; provided that such indemnity shall not cover indirect or consequential damages. The Depositor, the Master Servicer, the Special Servicer, the Trustee, the Certificate Administrator, the Asset Representations Reviewer or the Operating Advisor, as the case may be, will immediately notify the Mortgage Loan Seller if a claim is made by a third party with respect to this Section 19, whereupon the Mortgage Loan Seller shall assume the defense of such claim (with counsel reasonably satisfactory to the Depositor, the Master Servicer (including in its capacity as Companion Paying Agent, if applicable), the Special Servicer, the Trustee, the Certificate Administrator, the Asset Representations Reviewer or the Operating Advisor), including counsel fees, and promptly pay, discharge and satisfy any judgment or decree which may be entered against it or them in respect of such claim. Any failure to so notify the Mortgage Loan Seller shall not affect any rights any of the foregoing Persons may have to indemnification under this Section 19 or otherwise, unless the Mortgage Loan Seller's defense of such claim is materially prejudicial thereby.

Section 20. Recognition of U.S. Special Resolution Regime.

(i) In the event a Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of this Agreement (and any interest and obligation in or under, and any property securing, this Agreement) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement (and any interest and obligation in or under, and any property securing, this Agreement) were governed by the laws of the United States or a State of the United States.

(ii) In the event a Covered Party or any BHC Affiliate of such Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a State of the United States.

(iii) For the purposes of this Section 20 and Section 21, the following definitions apply:

"BHC Affiliate" has the meaning assigned to the term "affiliate" in, and shall be interpreted in accordance with, 12 U.S.C. §1841(a).

"Covered Party" means any party to this Agreement that is one of the following: (i) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. §252.82(b); (ii) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. §47.3(b), or any subsidiary of such a covered bank to which 12 C.F.R. Part 47 applies in accordance with 12 C.F.R. §47.3(b); or (iii) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. §382.2(b).

"Default Right" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§252.81, 47.2 or 382.1, as applicable.

"U.S. Special Resolution Regime" means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

Section 21. Limitation on the Exercise of Certain Rights Related to Affiliate Insolvency Proceedings.

Notwithstanding anything to the contrary in this Agreement or any other agreement, but subject to the requirements of Section 20, no party to this Agreement shall be permitted to exercise any Default Right against a Covered Party with respect to this Agreement that is related, directly or indirectly, to a BHC Affiliate of such party becoming subject to a receivership, insolvency, liquidation, reorganization, or similar proceeding (such as "Insolvency Proceedings"), except to the extent the exercise of such Default Right would be permitted under the creditor protection provisions of 12 C.F.R. § 252.84, 12 C.F.R. § 47.5, or 12 C.F.R. § 382.4, as applicable.

After a BHC Affiliate of a Covered Party has become subject to Insolvency Proceedings, if any party to this Agreement seeks to exercise any Default Right against such Covered Party with respect to this Agreement, the party seeking to exercise a Default Right shall have the burden of proof, by clear and convincing evidence, that the exercise of such Default Right is permitted hereunder.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Mortgage Loan Seller and the Purchaser have caused this Agreement to be duly executed by their respective officers as of the day and year first above written.

3650 REAL ESTATE INVESTMENT TRUST LLC

By: /s/ Tobin Cobb
Name: Tobin Cobb
Title: Managing Partner

BARCLAYS COMMERCIAL MORTGAGE SECURITIES LLC

By: /s/ Daniel Vinson
Name: Daniel Vinson
Title: Chief Executive Officer

BBCMS 2023-C21 - Mortgage Loan Purchase Agreement (3650)

EXHIBIT A
MORTGAGE LOAN SCHEDULE

Exh. A-1

BBCMS Mortgage Trust 2023-C21
MORTGAGE LOAN SCHEDULE

Table with columns: Sequence #, Seller, Property Name, Property Address, City, State, Zip Code, County, Property Type, Original Balance, Current Balance, Monthly Debt Service, Accrual Type, Interest Rate (%), Net Mortgage Interest Rate, Maturity Date, Final Maturity Date, ARD Step Up (%), Term, Rem. Term, Amort. Term, Rem. Amort., Crossed Loan, Original String, Title Type, Description of LOC, Letter Credit, Primary Servicing Fee Rate, Total Servicing Fee.

38. [REDACTED] No Mortgage Loan has been more than 30 days delinquent, without giving effect to any grace or cure period, in making required payments in the prior 12 months (or since origination if such Mortgage Loan has been originated within the past 12 months), and as of Cut-off Date, no Mortgage Loan is delinquent (beyond any applicable grace or cure period) in making required payments. To the Mortgage Loan Seller's knowledge, there is (a) no material default, breach, violation

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or event of acceleration existing under the related Mortgage Loan, or (b) no event (other than payments due but not yet delinquent) which, with the passage of time or with notice and the expiration of any grace or cure period, would constitute a material default, breach, violation or event of acceleration, which default, breach, violation or event of acceleration in the case of either clause (a) or clause (b), materially and adversely affects the value of the Mortgage Loan or the value, use or operation of the related Mortgaged Property, provided, however, that this representation and warranty does not cover any default, breach, violation or event of acceleration that specifically pertains to or arises out of an exception scheduled to any other representation and warranty made by the Mortgage Loan Seller in this Exhibit C. No person other than the holder of such Mortgage Loan may declare any event of default under the Mortgage Loan or accelerate any indebtedness under the Mortgage Loan documents.

39. [REDACTED] As of the date of origination of the related Mortgage Loan and to the Mortgage Loan Seller's knowledge as of the Cut-off Date, neither the Mortgaged Property (other than any tenants of such Mortgaged Property), nor any portion thereof, is the subject of, and no Mortgagor, guarantor or tenant occupying a single-tenant property is a debtor in state or federal bankruptcy, insolvency or similar proceeding.

40. [REDACTED] With respect to each Mortgage Loan, in reliance on certified copies of the organizational documents of the Mortgagor delivered by the Mortgagor in connection with the origination of such Mortgage Loan, the Mortgagor is an entity organized under the laws of a state of the United States of America, the District of Columbia or the Commonwealth of Puerto Rico. Except with respect to any Mortgage Loan that is cross-collateralized and cross-defaulted with another Mortgage Loan and other than as set forth on Exhibit C-32-4, no Mortgage Loan has a Mortgagor that is an Affiliate of a Mortgagor with respect to another Mortgage Loan. An "Affiliate" for purposes of this paragraph (40) means, a Mortgagor that is under direct or indirect common ownership and control with another Mortgagor.

41. [REDACTED] A Phase I environmental site assessment (or update of a previous Phase I and or Phase II environmental site assessment) and, with respect to certain Mortgage Loans, a Phase II environmental site assessment (collectively, an "ESA") meeting ASTM requirements conducted by a reputable environmental consultant in connection with such Mortgage Loan within 12 months prior to its origination date (or an update of a previous ESA was prepared), and such ESA (i) did not identify the existence of recognized environmental conditions (as such term is defined in ASTM E1527-13 or its successor, hereinafter "Environmental Condition") at the related Mortgaged Property or the need for further investigation, or (ii) if the existence of an Environmental Condition or need for further investigation was indicated in any such ESA, then at least one of the following statements is true: (A) an amount reasonably estimated by a reputable environmental consultant to be sufficient to cover the estimated cost to cure any material noncompliance with applicable Environmental Laws or the Environmental Condition has been recovered by the related Mortgagor and is held or controlled by the related Mortgagor; (B) if the only Environmental Condition relates to the presence of asbestos-containing materials, radon in indoor air, lead based paint or lead in drinking water, the only recommended action in the ESA is the institution of such a plan, an

Exh. C-19

operations or maintenance plan has been required to be instituted by the related Mortgagor that can reasonably be expected to mitigate the identified risk; (C) the Environmental Condition identified in the related environmental report was remediated or abated in all material respects prior to the date hereof, and, if and as appropriate, a no further action or closure letter was obtained from the applicable governmental regulatory authority (or the environmental issue affecting the related Mortgaged Property was otherwise listed by such governmental authority as "closed" or a reputable environmental consultant has concluded that no further action is required); (D) an environmental policy or a lender's pollution legal liability insurance policy that covers liability for the identified circumstance or condition was obtained from an insurer rated no less than "A" (or the equivalent) by Moody's Investors Service, Inc., S&P Global Ratings, using through Standard & Poor's Financial Services LLC, Fitch Ratings, Inc. and/or A.M. Best Company; (E) a party not related to the Mortgagor was identified as the responsible party for such condition or circumstance and such responsible party has financial resources reasonably estimated to be adequate to address the situation; or (F) a party related to the Mortgagor having financial resources reasonably estimated to be adequate to address the situation is required to take action. To the Mortgage Loan Seller's knowledge, except as set forth in the ESA, there is no Environmental Condition (as such term is defined in ASTM E1527-13 or its successor) at the related Mortgaged Property.

42. [REDACTED] The Mortgage File contains an appraisal of the related Mortgaged Property with an appraisal date within 6 months of the Mortgage Loan origination date, and within 12 months of the Cut-off Date. The appraisal is signed by an appraiser that (i) is a member of the Appraisal Institute, and (ii) to the Mortgage Loan Seller's knowledge, had no interest, direct or indirect, in the Mortgaged Property or the Mortgagor or in any loan made on the security thereof, and whose compensation is not affected by the approval or disapproval of the Mortgage Loan. Each appraiser has represented in such appraisal or in a supplemental letter that the appraisal satisfies the requirements of the "Uniform Standards of Professional Appraisal Practice" as adopted by the Appraisal Standards Board of the Appraisal Foundation. Each appraisal contains a statement or is accompanied by a letter from the appraiser, to the effect that the appraisal was performed in accordance with the requirements of the Financial Institutions Reform, Recovery and Enforcement Act of 1989, as in effect on the date such Mortgage Loan was originated.

43. [REDACTED] The information pertaining to each Mortgage Loan which is set forth in the Mortgage Loan Schedule attached as Exhibit A is true and correct in all material respects as of the Cut-off Date and contains all information required by the Pooling and Servicing Agreement to be contained therein.

44. [REDACTED] No Mortgage Loan is cross-collateralized or cross-defaulted with any other mortgage loan that is outside the Mortgage Pool, except in the case of a Mortgage Loan that is part of a Whole Loan.

45. [REDACTED] Except for loan proceeds advanced at the time of loan origination or other payments contemplated by the Mortgage Loan documents, no advance of funds has been made by the Mortgage Loan

Exh. C-20

Seller to the related Mortgagor, and no funds have been received from any person other than the related Mortgagor or an affiliate, directly, or, to the knowledge of the Mortgage Loan Seller, indirectly, for, or on account of, payments due on the Mortgage Loan. Neither the Mortgage Loan Seller nor any affiliate thereof has any obligation to make any capital contribution to any Mortgagor under a Mortgage Loan, other than contributions made on or prior to the date hereof.

46. [REDACTED] The Mortgage Loan Seller has complied in all material respects with all applicable anti-money laundering laws and regulations, including without limitation the USA Patriot Act of 2001 with respect to the origination of the Mortgage Loan.

For purposes of this Exhibit C, "Mortgage" means the mortgage, grantee or beneficiary under any Mortgage, any holder of legal title to any portion of any Mortgage Loan or, if applicable, any agent or servicer on behalf of such party.

For purposes of this Exhibit C, "Mortgagor" means the obligor or obligors on a Mortgage Note, including without limitation, any person that has acquired the related Mortgaged Property and assumed the obligations of the original obligor under the Mortgage Note and including in connection with any Mortgage Loan that utilizes an indemnity deed of trust structure, the borrower and the Mortgaged Property owner/payment guarantor/mortgagor individually and collectively, as the context may require.

For purposes of this Exhibit C, the phrases "to the Mortgage Loan Seller's knowledge" or "to the Mortgage Loan Seller's belief" and other words and phrases of like import mean, except where otherwise expressly set forth in these representations and warranties, the actual state of knowledge or belief of the Mortgage Loan Seller, its officers and employees directly responsible for the underwriting, origination, servicing or sale of the Mortgage Loans regarding the matters expressly set forth in these representations and warranties in each case without having conducted any independent inquiry into such matters and without any obligation to have done so (except (i) having sent to the servicers servicing the Mortgage Loans on behalf of the Mortgage Loan Seller, if any, specific inquiries regarding the matters referred to and (ii) as expressly set forth in these representations and warranties). All information contained in documents which are part of or required to be part of a Mortgage File (to the extent such documents exist) shall be deemed within the Mortgage Loan Seller's knowledge.

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Exhibit C-32-1

List of Mortgage Loans with Current Mezzanine Debt

None.

Exh. C-32-1-1

Exhibit C-32-2

List of Mortgage Loans with Permitted Mezzanine Debt

None.

Exh. C-32-2-1

Exhibit C-32-3

List of Cross-Collateralized and Cross-Defaulted Mortgage Loans

None.

Exh. C-32-3-1

Exhibit C-32-4

List of Related Borrower Mortgage Loans

None.

Exh. C-32-4-1

SCHEDULE C

EXCEPTIONS TO MORTGAGE LOAN REPRESENTATIONS AND WARRANTIES

The exceptions to the representations and warranties set forth below are listed by the number of the related representation and warranty set forth on Exhibit C and the mortgage loan name and number identified on Exhibit A. Capitalized terms used but not otherwise defined in this Schedule C shall have the meanings set forth in Exhibit C or, if not defined therein, in this Agreement.

Rep. No. on Exhibit C	Mortgage Loan and Number as Identified on Exhibit A	Description of Exception
(6) Lien; Valid Assignment	Triple Net Portfolio (Loan No. 11)	The sole tenant at the 13210 Kingston Avenue Mortgaged Property, Messer, has a right to purchase the Mortgaged Property for an amount equal to \$1,500,000 at any time after October 1, 2024 and before January 1, 2025 (the "Messer Purchase Option"). Pursuant to a subordination, non-disturbance and assignment agreement (i) the Messer Purchase Option is subject and subordinate to the mortgage and (ii) if Messer exercises the Messer Purchase Option, title to the Mortgaged Property may not be conveyed to Messer until such time as all obligations secured by the mortgage have been fully satisfied or, if the Mortgage Loan documents so provide, the Mortgage Loan has been fully defeased. The sole tenant at the 120-150 West 154th Street Mortgaged Property, NEdge CSL, has a right of first refusal to purchase the Mortgaged Property in the event of a proposed sale of the Mortgaged Property. Pursuant to a subordination, non-disturbance and assignment agreement, the right of first refusal does not apply to a transfer of the Mortgaged Property in connection with a foreclosure or deed-in-lieu of foreclosure or the first subsequent transfer thereafter. The sole tenant at the 120-150 West 154th Street Mortgaged Property, the 417 & 433 West 164th Street Mortgaged Property and the 7051 Patterson Drive Mortgaged Property, Valence Surface Technologies, has a right of first refusal to purchase the related Mortgaged Properties in the event of a proposed sale of such Mortgaged Properties. Pursuant to a subordination, non-disturbance and assignment agreement, the right of first refusal does not apply to a transfer of the Mortgaged Properties in connection with a foreclosure or deed-in-lieu of foreclosure or the first subsequent transfer thereafter. The sole tenant at the 10701 East 126th Street North Mortgaged Property and the 1200 North Maillen Drive Mortgaged Property, Victory Energy, has a right of first refusal to purchase the related Mortgaged Properties in the event of a proposed sale of such Mortgaged Properties. Pursuant to a subordination, non-disturbance and assignment agreement, the right of first refusal does not apply to a transfer of the Mortgaged Properties in connection with a foreclosure or deed-in-lieu of foreclosure or the first subsequent transfer thereafter.
(6) Lien; Valid Assignment	500 Delaware (Loan No. 17)	The second largest tenant at the Mortgaged Property, Morris James LLP, has a right of first refusal to purchase the Mortgaged Property in the event of a proposed sale of the Mortgaged Property. The right of first refusal does not apply to a transfer of the Mortgaged Property in connection with a foreclosure or deed-in-lieu of foreclosure.
(7) Permitted Liens, Title Insurance	Triple Net Portfolio (Loan No. 11)	See exception to Representation and Warranty No. 6, above.
(7) Permitted Liens, Title Insurance	500 Delaware (Loan No. 17)	See exception to Representation and Warranty No. 6, above.

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Rep. No. on Exhibit C	Mortgage Loan and Number as Identified on Exhibit A	Description of Exception
(11) Condition of Property	CX - 250 Water Street (Loan No. 6)	The property inspection conducted in connection with the origination of the Mortgage Loan was not performed within six months of the origination date or 12 months of the Cut-off Date.
(11) Condition of Property	La Habra Marketplace (Loan No. 7)	The property inspection conducted in connection with the origination of the Mortgage Loan was not performed within 12 months of the Cut-off Date (nor has the related Mortgaged Property otherwise been inspected within 12 months of the Cut-off Date).

(11) Condition of Property	Triple Net Portfolio (Loan No. 11)	The property inspections conducted in connection with the origination of the Mortgage Loan were not performed within 12 months of the Cut-off Date (nor has the related Mortgaged Properties otherwise been inspected within 12 months of the Cut-off Date).
(11) Condition of Property	Art Pavilion Hotel (Loan No. 12)	The property inspection conducted in connection with the origination of the Mortgage Loan was not performed within 12 months of the Cut-off Date (nor has the related Mortgaged Property otherwise been inspected within 12 months of the Cut-off Date).
(11) Condition of Property	Centex (Loan No. 15)	The property inspection conducted in connection with the origination of the Mortgage Loan was not performed within 12 months of the Cut-off Date (nor has the related Mortgaged Property otherwise been inspected within 12 months of the Cut-off Date).
(11) Condition of Property	500 Delaware (Loan No. 17)	The property inspection conducted in connection with the origination of the Mortgage Loan was not performed within 12 months of the Cut-off Date (nor has the related Mortgaged Property otherwise been inspected within 12 months of the Cut-off Date).
(11) Condition of Property	TOTAL Plaza (Loan No. 22)	The property inspection conducted in connection with the origination of the Mortgage Loan was not performed within 12 months of the Cut-off Date (nor has the related Mortgaged Property otherwise been inspected within 12 months of the Cut-off Date).
(11) Condition of Property	1516 Motor Parkway (Loan No. 24)	The property inspection conducted in connection with the origination of the Mortgage Loan was not performed within 12 months of the Cut-off Date (nor has the related Mortgaged Property otherwise been inspected within 12 months of the Cut-off Date).
(17) Insurance	CX - 250 Water Street (Loan No. 6)	The Mortgage Loan documents permit a property insurance deductible of up to \$100,000, except with respect to windstorm and earthquake coverage, which may have deductibles of up to 5% of the total insurable value of the Mortgaged Property per occurrence.
(17) Insurance	Triple Net Portfolio (Loan No. 11)	The Mortgage Loan documents permit the Mortgagor to rely for certain of the insurance coverages required under the Mortgage Loan documents on the insurance maintained by any tenant which is required under its related lease (each, a "Tenant's Lease") to directly or indirectly pay insurance premiums, provided that, among other conditions, (i) the related Direct-Pay Lease (or any replacement lease) is in full force and effect and (ii) the insurance policies maintained by the applicable tenant are reasonably approved by the lender and satisfy the requirements of the Mortgage Loan documents in all material respects.
(17) Insurance	TOTAL Plaza (Loan No. 22)	Under the Mortgage Loan documents, the insurer must have a financial strength and claims paying ability rating of (a) "A" or better by S&P and (b) "A2" or better by Moody's (if Moody's rates the securities and the applicable insurance company) and (c) "A" or better by Fitch (if Fitch rates the securities and the applicable insurance company). The Mortgage Loan documents permit insurance through a syndicate of insurers, provided that (a) if four or fewer insurance companies issue the policies, then at least 75% of the insurance coverage represented by the

Sch. C-2

Rep. No. on Exhibit C	Mortgage Loan and Number as Identified on Exhibit A	Description of Exception
(25) Local Law Compliance	Triple Net Portfolio (Loan No. 11)	polices must be provided by insurance companies with a rating of "A" or better by S&P and "A2" or better by Moody's (if Moody's rates the securities and the applicable insurance company) and "A" or better by Fitch (if Fitch rates the securities and the applicable insurance company), with no remaining carried below "BBB" by S&P and "Baa2" or better by Moody's (if Moody's rates the securities and the insurance company) and "BBB" or better by Fitch (if Fitch rates the securities and the insurance company), or if five or more insurance companies issue the policies, then at least 60% of the insurance coverage represented by the policies must be provided by insurance companies with a rating of "A" or better by S&P and "A2" or better by Moody's (if Moody's rates the securities and the applicable insurance company) and "A" or better by Fitch (if Fitch rates the securities and the applicable insurance company), and to the extent carrier are rated by AM Best, a rating of "A-VIII" or better (each such insurer, a "Qualified Issuer").
(25) Local Law Compliance	1516 Motor Parkway (Loan No. 24)	The 13210 Kingston Avenue Mortgaged Property is legal non-conforming as to use as manufactured storage and distribution uses are no longer permitted under the current zoning code. Under the zoning code, a legal non-conforming use may not be enlarged, extended, reconstructed, subdivided or structurally altered except when required by law or lawful order and a non-conforming use which has ceased for more than two years may not be resumed.
(27) Recourse Obligations	CX - 250 Water Street (Loan No. 6)	The Mortgaged Property is legal non-conforming as to use as distribution/warehouse uses are no longer permitted under the current zoning code without a special use permit and the Mortgagor has not obtained such a permit. If a structure containing a legal non-conforming use is damaged by fire or other causes to the extent of more than 50% of market value (exclusive of foundations), such structure may only be repaired, rebuilt or used in accordance with the current zoning code.
(27) Recourse Obligations	Centex (Loan No. 15)	There is no non-recourse carveout guarantor and no separate environmental indemnitor with respect to the Mortgage Loan. While the single-purpose entity Mortgagor is obligated under the non-recourse carveout provisions in the loan agreement, no separate guaranty was executed by such Mortgagor or any guarantor. A transfer of ownership interest in the Mortgaged Property without the prior consent of the lender if such consent is required by the Mortgage Loan documents, other than such transfer that results in a change of control of the Mortgagor, constitutes only a host recourse carveout instead of a full recourse carveout.
(27) Recourse Obligations	TOTAL Plaza (Loan No. 22)	The Mortgage Loan documents do not provide for recourse to an individual or entity separate from the Mortgagor other than with respect to bankruptcy-related matters and certain losses to the lender related to a reciprocal assessment agreement to which the related Mortgaged Property is subject. (a)(i) The aggregate liability of the guarantors with respect to the recourse obligations of the Mortgagor related to certain bankruptcy events will not exceed an amount equal to 25% of the principal balance of the Whole Loan outstanding at the time of the occurrence of such event plus reasonable third-party costs actually incurred by the lender in collecting amounts due. (b)(i) Recourse related to security deposits is limited to the intentional misappropriation or conversion by any borrower party or any affiliate thereof, in contravention of the Mortgage Loan documents. (b)(ii) There is recourse liability for material physical waste provided that it does not result from insufficient cash flow from the Mortgaged Property to prevent such waste or the failure of the lender to release funds from the applicable reserve accounts after all conditions to such release have been met to the extent sums sufficient to pay or perform such liability have been deposited with the lender or the Mortgagor's lack of access to cash flow from

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Rep. No. on Exhibit C	Mortgage Loan and Number as Identified on Exhibit A	Description of Exception
(28) Mortgage Releases	La Habra Marketplace (Loan No. 7)	the Mortgaged Property as a result of lender's exercise of remedies with respect to such cash flow. Upon the occurrence of certain events set forth in the Mortgage Loan documents, the Mortgagor may obtain the release of a portion of the related Mortgaged Property occupied by Regal Entertainment Group for which the Mortgage Loan documents do not provide an allocated loan amount; provided, however, the Mortgagor is required to, among other conditions (i) prepay the Mortgage Loan in an amount sufficient to satisfy the greater of certain (x) debt yield and (y) loan-to-value ratio thresholds set forth in the Mortgage Loan documents, subject to a minimum prepayment of \$5,000,000 and a maximum prepayment of \$9,000,000 in the event the servicer elects to waive any applicable yield maintenance premium and (ii) satisfy customary REMIC requirements.
(30) Acts of Terrorism Exclusion	Triple Net Portfolio (Loan No. 11)	In the event the sole tenant at the 13210 Kingston Avenue Mortgaged Property, Messer, exercises its right to purchase the Mortgaged Property, the Mortgage Loan documents permit the Mortgagor to obtain the release of the 13210 Kingston Avenue Mortgaged Property provided that, among other conditions, the Mortgagor prepay the Mortgage Loan in an amount that equals or exceeds the greater of (i) the allocated loan amount for the 13210 Kingston Avenue Mortgaged Property or (ii) the net sales proceeds from the sale of the 13210 Kingston Avenue Mortgaged Property, together with any applicable yield maintenance premium (which amount is less than the 110% of the related allocated loan amount required under this Representation and Warranty No. 28).
(33) Defeasance	Centex (Loan No. 15)	The Mortgagor will be permitted to maintain a portion of the coverage required with insurance companies that do not meet the Qualified Issuer requirements (such entities, the "Otherwise Rated Issuers"), provided that the Mortgagor must replace the Otherwise Rated Issuers at renewal with insurance companies meeting the Qualified Issuer requirements and if prior to renewal, if the current rating of an Otherwise Rated Issuer is withdrawn or downgraded, the Mortgagor must replace any such Otherwise Rated Issuer with a Qualified Issuer. In addition, Liberty R. Casualty LLC, a licensed capital insurance company ("Liberty") will be an acceptable insurer of perils of terrorism and acts of terrorism as long as Liberty and the policy issued by Liberty have satisfied all of the requirements set forth in the Mortgage Loan documents.
(33) Defeasance	CX - 250 Water Street (Loan No. 6)	In connection with a defeasance, the related Mortgagor is not required to pay defeasance fees of the servicer in excess of \$25,000.
(33) Defeasance	Triple Net Portfolio (Loan No. 11)	A REMIC declaration was made with respect to the Mortgage Loan on July 28, 2023. The Mortgage Loan may be defeased beginning on the day after July 28, 2025, which is less than two years after the Closing Date and more than two years from the start-up date of the REMIC formed in connection with such REMIC declaration.
(33) Defeasance	Art Pavilion Hotel (Loan No. 12)	A REMIC declaration was made with respect to the Mortgage Loan on July 14, 2023. The Mortgage Loan may be defeased beginning on the day after July 14, 2025, which is less than two years after the Closing Date and more than two years from the start-up date of the REMIC formed in connection with such REMIC declaration.
(33) Defeasance	Centex (Loan No. 15)	A REMIC declaration was made with respect to the Mortgage Loan on August 17, 2022 and a valid REMIC election was timely made on September 11, 2023. The Mortgage Loan may be defeased beginning on the day after May 5, 2024, which is less than two years after the Closing Date and less than two years from the start-up date of the REMIC formed in connection with such REMIC declaration.
(33) Defeasance	500 Delaware (Loan No. 17)	A REMIC declaration was made with respect to the Mortgage Loan on April 7, 2023. The Mortgage Loan may be defeased beginning on the day after April 7, 2025, which is less than two years after the Closing Date and more

Sch. C-4

Rep. No. on Exhibit C	Mortgage Loan and Number as Identified on Exhibit A	Description of Exception
(33) Defeasance	TOTAL Plaza (Loan No. 22)	than two years from the start-up date of the REMIC formed in connection with such REMIC declaration. The Mortgagor can pledge United States "government securities" or direct obligations of the United States for the payment of which full faith and credit is pledged or other non-callable instruments, which will not cause any REMIC Trust formed pursuant to a securitization to fail to maintain its status as a "real estate mortgage investment conduit" within the meaning of Section 860D of the Code, are then-outstanding, and the lender has received a rating agency confirmation with respect thereto.
(33) Defeasance	TOTAL Plaza (Loan No. 22)	A REMIC declaration was made with respect to the Mortgage Loan on April 5, 2023. The Mortgage Loan may be defeased beginning on the day after April 5, 2025, which is less than two years after the Closing Date and more than two years from the start-up date of the REMIC formed in connection with such REMIC declaration.
(33) Defeasance	1516 Motor Parkway (Loan No. 24)	A REMIC declaration was made with respect to the Mortgage Loan on November 1, 2022 and a valid REMIC election was timely made on September 11, 2023. The Mortgage Loan may be defeased beginning on the day after November 10, 2024, which is less than two years after the Closing Date and more than two years from the start-up date of the REMIC formed in connection with such REMIC declaration.
(41) Environmental Conditions	Centex (Loan No. 15)	According to the Phase I ESA, a 670-gallon emergency generator diesel fuel above ground storage tank ("AST") is located at the Mortgaged Property that is not registered as required by the Florida Department of Environment Protection ("FDEP"). The Mortgage Loan documents require the Mortgagor to properly register the AST with the FDEP.
(42) Appraisal	CX - 250 Water Street (Loan No. 6)	The appraisal obtained in connection with the origination of the Mortgage Loan is dated June 16, 2022, which is not within six months of the origination date (January 27, 2023) or 12 months of the Cut-off Date.
(42) Appraisal	La Habra Marketplace (Loan No. 7)	The related appraisal is dated August 18, 2021, which is not within 12 months of the Cut-off Date.
(42) Appraisal	Art Pavilion Hotel (Loan No. 12)	The related appraisal is dated July 13, 2022, which is not within 12 months of the Cut-off Date.
(42) Appraisal	Centex (Loan No. 15)	The related appraisal is dated March 18, 2021, which is not within 12 months of the Cut-off Date.
(42) Appraisal	500 Delaware (Loan No. 17)	The related appraisal is dated April 11, 2022, which is not within 12 months of the Cut-off Date.
(42) Appraisal	TOTAL Plaza (Loan No. 22)	The related appraisal is dated April 5, 2022, which is not within 12 months of the Cut-off Date.
(42) Appraisal	1516 Motor Parkway (Loan No. 24)	The related appraisal is dated August 18, 2021, which is not within 12 months of the Cut-off Date.

Sch. C-5

EXHIBIT D-1

FORM OF CERTIFICATE OF THE SECRETARY OR AN ASSISTANT SECRETARY OF THE MORTGAGE LOAN SELLER

3650 REAL ESTATE INVESTMENT TRUST 2 LLC

[ASSISTANT] SECRETARY'S CERTIFICATE

I, [_____] [an Assistant] [the] Secretary of 3650 REAL ESTATE INVESTMENT TRUST 2 LLC, a Delaware limited liability company (the "Mortgage Loan Seller"), HEREBY CERTIFY THAT:

1. Attached hereto as Exhibit A is a true and complete copy of the Certificate of Incorporation of the Mortgage Loan Seller, which is in full force and effect on the date hereof.

2. Attached hereto as Exhibit B is a true and correct copy of the Limited Liability Company Agreement of the Mortgage Loan Seller, which is in full force and effect on the date hereof.

3. Attached hereto as Exhibit C is a copy of the certificate of good standing of the Mortgage Loan Seller issued by the Office of the Secretary of State of the State of Delaware.

4. Each of the Mortgage Loan Documents, including the Mortgage Loan Purchase Agreement, the Mortgage Loan Seller's, as seller, and Barclays Commercial Mortgage Securities LLC, as purchaser (the "Purchase Agreement") and (ii) the Indemnification Agreement dated as of September 15, 2023 (the "Indemnification Agreement"), among the Mortgage Loan Seller, the Purchaser, Barclays Capital Inc., Deutsche Bank Securities, Inc., BMO Capital Corp., Citigroup Global Markets Inc., Drexel Hamilton, LLC and Bancsoft Capital, LLC, and any other document delivered in connection with the transactions contemplated thereby was at the respective times of such signing and delivery, and is now, duly elected or appointed, qualified and acting as such officer or representative and the signatures of such persons appearing on such documents are their genuine signatures.

5. Each individual who, as an officer or representative of the Mortgage Loan Seller signed (i) the MLPA and (ii) the Indemnification Agreement, was, at the respective times of signing and delivery, and is, as of the date hereof, a duly elected or appointed, qualified and acting as such officer or representative.

Exh. D-1-1

IN WITNESS WHEREOF, I have signed this Certificate as of [____], 2023.

Name:
Title:

Exh. D-1-2

EXHIBIT D-2
[RESERVED]

Exh. D-2-1

EXHIBIT D-3
FORM OF CERTIFICATE OF THE MORTGAGE LOAN SELLER
CERTIFICATE OF MORTGAGE LOAN SELLER

In connection with the execution and delivery by 3650 Real Estate Investment Trust 2 LLC ("3650") of the various transactions contemplated by that certain Mortgage Loan Purchase Agreement dated and effective as of October 5, 2023 (the "MLPA") between 3650, as seller, and Barclays Commercial Mortgage Securities LLC, as purchaser (the "Purchase"), the undersigned hereby certifies that (i) except as previously disclosed to the Purchaser in writing, the representations and warranties of 3650 in or made pursuant to Section 4(a) of the MLPA are true and correct in all material respects as and as of the date hereof with the same effect as if made on the date hereof; (ii) 3650 has, in all material respects, complied with all the agreements and satisfied all the conditions on its part required under the MLPA to be performed or satisfied at or prior to the date hereof; and (iii) since the date of the MLPA, there will not have been, immediately prior to the transfer of the Mortgage Loans pursuant to the MLPA, any material adverse change in the financial condition of 3650. Capitalized terms used but not defined herein shall have the respective meanings assigned to them in the MLPA.

Certified this [____], 2023.

3650 REAL ESTATE INVESTMENT TRUST
2 LLC

By: _____
Name:
Title:

Exh. D-3-1

EXHIBIT E
FORM OF DILIGENCE CERTIFICATE OF THE MORTGAGE LOAN SELLER
[____], 2023

Barclays Commercial Mortgage Securities LLC
745 Seventh Avenue
New York, New York 10019
Attention: Daniel Vinson
Email: daniel.vinson@barclays.com

With copies to the Addressees listed on Schedule A

Re: BBCMS 2023-C21 – Officer's Certificate Pursuant to Section 4(j) of the Mortgage Loan Purchase Agreement

Reference is hereby made to that certain Mortgage Loan Purchase Agreement, dated and effective as of October 5, 2023 (the "MLPA"), between the undersigned (the "Mortgage Loan Seller") and Barclays Commercial Mortgage Securities LLC (the "Depositor") and that certain Pooling and Servicing Agreement, dated and effective as of October 1, 2023 referenced in the MLPA. In accordance with Section 4(j) of the MLPA, the Mortgage Loan Seller hereby certifies to the Depositor, as follows:

1. [____] The Mortgage Loan Seller has delivered an electronic copy of the Diligence File (as defined in the Pooling and Servicing Agreement) with respect to each Mortgage Loan to the Designated Site (as defined in the Pooling and Servicing Agreement); and

2. [____] The Diligence File is organized and categorized in accordance with the electronic file structure reasonably agreed to by the Depositor and Mortgage Loan Seller.

Capitalized terms used herein without definition have the meanings given them in the MLPA.

IN WITNESS WHEREOF, the undersigned has caused this diligence file certification to be executed by its duly authorized officer or representative on the date first above written.

Exh. E-1

Sincerely yours,

3650 REAL ESTATE INVESTMENT TRUST
2 LLC

By: _____
Name:
Title:

Exh. E-2

SCHEDULE A TO EXHIBIT E
LIST OF ADDRESSEES TO BE COPIED

MASTER SERVICER:

Midland Loan Services, a Division of PNC Bank, National Association
10851 Mastin Street, Suite 700
Overland Park, Kansas 66210
Attention: Executive Vice President – Division Head
Fax Number: (888) 706-3565
Email: noticeadmin@midlands.com

SPECIAL SERVICER:

3650 REIT Loan Servicing LLC
2977 McFarlane Road, Suite 300
Miami, Florida 33133
Attention: General Counsel
E-mail: compliance@3650REIT.com

CERTIFICATE ADMINISTRATOR AND TRUSTEE:

Computershare Trust Company, National Association
9062 Old Annapolis Road
Columbia, Maryland 21045
Attention: Corporate Trust Services – BBCMS 2023-C21
Email: trustadministration@computershare.com

CUSTODIAN:

Computershare Trust Company, National Association
1055 Oak Avenue SE
Minneapolis, Minnesota 55414
Attention: Document Custody Group – BBCMS 2023-C21
Email: embscustody@computershare.com

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DIRECTING CERTIFICATEHOLDER:

3650 Real Estate Investment Trust 2 LLC
2977 McFarlane Road, Suite 300
Miami, Florida 33133
Attention: General Counsel
E-mail: compliance@3650REIT.com

ASSET REPRESENTATIONS REVIEWER:

Belloak, LLC
200 N. Pacific Coast Highway, Suite 1400
El Segundo, CA 90245
Attention: Reporting – BBCMS 2023-C21 (with copies sent contemporaneously via email to reporting@belloakadvisors.com)

OPERATING ADVISOR:

Belloak, LLC
200 N. Pacific Coast Highway, Suite 1400
El Segundo, CA 90245
Attention: Reporting – BBCMS 2023-C21 (with copies sent contemporaneously via email to reporting@belloakadvisors.com)

Exh. E-4

EXHIBIT F
FORM OF LIMITED POWER OF ATTORNEY

TO MIDLAND LOAN SERVICES, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION AND 3650 REIT LOAN SERVICING LLC WITH RESPECT TO BBOMS MORTGAGE TRUST 2023-C21, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2023-C21

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, pursuant to the terms of the Mortgage Loan Purchase Agreement dated and effective as of October 5, 2023 (the "MLPA"), between 3650 Real Estate Investment Trust 2 LLC ("Seller") and Barclays Commercial Mortgage Securities LLC ("Depositor"), Seller is selling certain commercial, multifamily and/or manufactured housing community mortgage loans (the "Mortgage Loans") to Depositor;

WHEREAS, pursuant to the terms of the Pooling and Servicing Agreement dated and effective as of October 1, 2023 (the "Pooling and Servicing Agreement"), among the Depositor, Midland Loan Services, a Division of PNC Bank, National Association, as master servicer (the "Master Servicer"), 3650 REIT Loan Servicing LLC, as special servicer (the "Special Servicer"), Computershare Trust Company, National Association, as certificate administrator, as custodian (in such capacity, the "Custodian") and as trustee (in such capacity, the "Trustee"), and BellOak, LLC, as operating advisor and as asset representations reviewer, the Trustee, the Custodian, the Master Servicer and the Special Servicer are granted certain powers, responsibilities and authority in connection with the completion and the filing and recording of assignments of mortgage, deeds of trust or similar documents, Form UCC-3 assignments of financing statements, reassignments of assignments of leases, rents and profits and other Mortgage Loan documents required to be filed or recorded in appropriate public filing and recording offices; and

WHEREAS, Seller has agreed to provide this Limited Power of Attorney pursuant to the MLPA;

NOW, THEREFORE, Seller does hereby make, constitute and appoint the Custodian (on behalf of the Trustee), acting solely in its capacity as Custodian under, and in accordance with the terms of, the Pooling and Servicing Agreement, Seller's true and lawful agent and attorney-in-fact with respect to each Mortgage Loan in Seller's name, place and stead: (i) to complete (to the extent necessary) and to cause to be submitted for filing or recording in the appropriate public filing or recording offices, all assignments of mortgage, deeds of trust or similar documents, assignments or reassignments of rents, leases and profits, in each case in favor of the Trustee, as set forth in the definition of "Mortgage File" in Section 1.01 of the Pooling and Servicing Agreement, that have been received by the Trustee or a Custodian on its behalf, and all Form UCC-3 assignments of financing statements and all other comparable instruments or documents with respect to the Mortgage Loans which are customarily and reasonably necessary or appropriate to assign assignments, documents and instruments pertaining to the Mortgage Loans, in each case in favor of the Trustee as set forth in the definition of "Mortgage File" in, and in accordance with Section 1.01 of, the Pooling and Servicing Agreement, and to evidence, provide

Exh. F-1

notice of and perfect such assignments and conveyances in favor of the Trustee in the public records of the appropriate filing and recording offices; and (ii) to prepare, execute and file or record in the appropriate public filing or recording offices, as applicable, all other Mortgage Loan documents to be recorded under the terms of the Pooling and Servicing Agreement or any such Mortgage Loan documents which have not been submitted for filing or recording by Seller on or before the date hereof or which have been so submitted but are subsequently lost or returned unrecorded or unfilled as a result of actual or purported defects therein, in order to evidence, provide notice of and perfect such documents in the public records of the appropriate filing and recording offices. Notwithstanding the foregoing, this Limited Power of Attorney shall grant to the Custodian (on behalf of the Trustee), the Master Servicer and the Special Servicer only such powers, responsibilities and authority as are set forth in Section 2 of the MLPA.

Seller does also hereby make, constitute and appoint the Master Servicer or the Special Servicer, as applicable, acting solely in its capacity as the Master Servicer or the Special Servicer, as applicable, under the Pooling and Servicing Agreement, Seller's true and lawful agent and attorney-in-fact with respect to the Mortgage Loans in Seller's name, place and stead solely to exercise and perform all of the rights, authority and powers of the Custodian (on behalf of the Trustee) as set forth in the preceding paragraph in the event of the failure or the incapacity of the Custodian to do so for any reason. As between the Master Servicer or the Special Servicer, as applicable, and any third party, no evidence of the failure or incapacity of the Custodian shall be required and such third party may rely upon the Master Servicer's or the Special Servicer's, as applicable, written statement that it is acting pursuant to the terms of this Limited Power of Attorney.

The enumeration of particular powers herein is not intended in any way to limit the grant to the Custodian (on behalf of the Trustee), the Master Servicer or the Special Servicer, as applicable, as Seller's attorney-in-fact of full power and authority with respect to the Mortgage Loans to complete (to the extent necessary), file and record any documents, instruments or other writings referred to above as fully, as all intents and purposes, as Seller might or could do if personally present, hereby ratifying and confirming whatsoever such attorney-in-fact shall and may do by virtue hereof, and Seller agrees and represents to those dealing with such attorney-in-fact that they may rely upon this Limited Power of Attorney until termination thereof under the provisions of the second following paragraph below. As among Seller, the Depositor, the Master Servicer or the Special Servicer, as applicable, the Custodian, the Trust and the Certificateholders, neither the Custodian nor the Master Servicer or the Special Servicer, as applicable, may exercise any right, authority or power granted by this Limited Power of Attorney in a manner which would violate the terms of the Pooling and Servicing Agreement, but any and all third parties dealing with the Custodian (on behalf of the Trustee), the Master Servicer or the Special Servicer, as applicable, as Seller's attorney-in-fact may rely completely, unconditionally and conclusively on the authority of the Custodian or the Master Servicer or the Special Servicer, as applicable, and need not make any inquiry about whether the Custodian or the Master Servicer or the Special Servicer, as applicable, is acting pursuant to the Pooling and Servicing Agreement. Any purchaser, title insurance company or other third party may rely upon a written statement by the Custodian or the Master Servicer or the Special Servicer, as applicable, that any particular Mortgage Loan or related mortgaged real property in question is subject to and included under this Limited Power of Attorney and the Pooling and Servicing Agreement.

Exh. F-2

Any act or thing lawfully done hereunder by the Custodian (on behalf of the Trustee) or the Master Servicer or the Special Servicer, as applicable, shall be binding on Seller and Seller's successors and assigns.

This Limited Power of Attorney shall continue in full force and effect with respect to the Custodian (on behalf of the Trustee) and the Master Servicer or the Special Servicer, as applicable, until the earliest occurrence of any of the following events:

- (1) with respect to the Custodian (on behalf of the Trustee), the termination of the Custodian and its replacement with a successor Custodian under the terms of the Pooling and Servicing Agreement;
- (2) with respect to the Master Servicer or the Special Servicer, as applicable, the termination of such entity and its replacement with a successor Master Servicer or Special Servicer, as applicable, under the terms of the Pooling and Servicing Agreement;
- (3) with respect to the Custodian (on behalf of the Trustee), the appointment of a receiver or conservator with respect to the business of the Custodian, or the filing of a voluntary or involuntary petition in bankruptcy by or against the Custodian;
- (4) with respect to the Master Servicer or the Special Servicer, as applicable, the appointment of a receiver or conservator with respect to the business of such entity, or the filing of a voluntary or involuntary petition in bankruptcy by or against such entity;
- (5) with respect to each of the Custodian (on behalf of the Trustee) and the Master Servicer or the Special Servicer, as applicable, and any Mortgage Loan, such Mortgage Loan is no longer a part of the Trust;
- (6) with respect to each of the Custodian (on behalf of the Trustee) and the Master Servicer or the Special Servicer, as applicable, the termination of the Pooling and Servicing Agreement in accordance with its terms; and
- (7) with respect to the Master Servicer or the Special Servicer, as applicable, the occurrence and continuance of, or failure to cure, any of the events described under Section 7.01(a) of the Pooling and Servicing Agreement with respect to the Master Servicer or the Special Servicer, as applicable.

Nothing herein shall be deemed to amend or modify the Pooling and Servicing Agreement, the MLPA or the respective rights, duties or obligations of Seller under the MLPA, and nothing herein shall constitute a waiver of any rights or remedies under the Pooling and Servicing Agreement.

Capitalized terms used but not defined herein have the respective meanings assigned thereto in the MLPA or, if not defined therein, then in the Pooling and Servicing Agreement.

Exh. F-3

THIS POWER OF ATTORNEY AND THE RIGHTS, DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE PARTIES HERETO SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS AND DECISIONS OF THE STATE OF NEW YORK. THE PARTIES HERETO INTEND THAT THE PROVISIONS OF SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW SHALL APPLY TO THIS AGREEMENT.

[SIGNATURE ON NEXT PAGE]

Exh. F-4

IN WITNESS WHEREOF, Seller has caused this instrument to be executed and its corporate seal to be affixed hereto by its officer duly authorized as of _____, 2023.

3650 REAL ESTATE INVESTMENT TRUST
2 LLC

By: _____
Name:
Title:

Exh. F-5

ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the _____ day of _____ in the year 2023, before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the _____ (insert the city or other political subdivision and the state or county or other place the acknowledgment was taken).

Signature and Office of individual taking
acknowledgment

My Commission Expires: _____

Exh. F-6