

To receive the information on this property, please neatly complete this agreement, sign it, and email it to sbutler@natcomauctions.com or fax it to 918-895-7076. Please return all pages of the agreement.

CONFIDENTIALITY AND NON-RELIANCE AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (the "Agreement") is made and entered into as of the date hereinafter set forth by **CWCapital Asset Management LLC, acting solely in its capacity as Special Servicer ("CWCAPITAL") on behalf of the Trust as defined herein below** and _____ (hereinafter the "Reviewer").

WHEREAS, the subject Property, as hereinafter defined, is part of a mortgage pool known as Bank of America, N.A. as successor to LaSalle Bank National Association as Trustee for the registered holders of Wachovia Bank Commercial Mortgage Trust, Commercial Mortgage Pass-Through Certificates, Series 2004-C14 ("Trust"); and

WHEREAS, the Trust is the sole member of **1900 South Federal Highway Holdings, LLC ("Owner")** who is the owner of certain real property described in Exhibit "A" (the "Real Property"); and

WHEREAS, CWCAPITAL is authorized to act on behalf of the Trust in connection with the sale of the Real Property; and

WHEREAS, National Commercial Auctioneers, LLC ("Auction Company") is soliciting bidders to purchase the Real Property; and

WHEREAS, the Reviewer requested additional information on the Real Property thereon known as the Stuart Extended Stay and located at 1900 South Federal Highway, Stuart, Florida 34994; and

WHEREAS, CWCAPITAL is in possession of information concerning the Real Property, including but not limited to Phase I dated 12/22/08 performed by EBI Consulting ("Phase I"), surveys, title commitments and supporting documents, leases, reports, financial information and employee information ("Confidential Information"), which is not Public Information; and

WHEREAS, information which now or hereafter is made available to the public by or on behalf of the Auction Company or CWCAPITAL without the necessity of litigation or any demand for access, if such availability does not result from a breach of this Agreement ("Public Information"); and

WHEREAS, the Reviewer desires to review the Confidential Information and CWCAPITAL is willing to provide the Confidential Information to the Reviewer subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Confidentiality

The Confidential Information and other related information furnished by CWCAPITAL, Auction Company or any of its representatives or agents (collectively, the "Confidential Information") to the Reviewer or its directors, officers or employees, or outside attorneys, accountants or financial advisors (collectively, "Representatives") shall not be (i) duplicated or (ii) used for any purpose other than evaluating the environmental condition of the Real Property as it existed on the date of the Phase I. The term "Confidential Information" shall be deemed also to include all other documents prepared by the Reviewer or its Representatives containing or based in whole or in part on any information furnished by CWCAPITAL or any of its representatives or agents. The Reviewer agrees to keep all Confidential Information strictly confidential. Confidential Information may be disclosed only to those employees or outside Representatives who, in the Reviewer's considered judgment, need to know such information for the purpose of evaluating the Real Property. The Reviewer shall direct all of its Representatives to keep all such information in the strictest confidence and to use the Confidential Information only for the purpose of evaluating a possible purchase of the Real Property. Any disclosure by a Representative shall be deemed made by, and be the responsibility of, the Reviewer.

2. Non-Reliance

The Reviewer agrees that the Phase I and all other Confidential Information shall be utilized only in connection with the Reviewer's investigation and review of the Real Property to evaluate the feasibility of purchasing the Real Property. The Phase I and all Confidential Information may not be relied on by the Reviewer or any outside party for any purpose, including, but not limited to, the securing of financing necessary to purchase the Real Property.

3. Written Notice

In the event that the Reviewer or its Representatives are requested or become legally compelled to disclose any of the Confidential Information or the fact that the Confidential Information has been made available to the Reviewer or that discussions or negotiations between the Reviewer and CWCAPITAL are taking place, the Reviewer agrees to provide CWCAPITAL with prompt written notice of such request so that CWCAPITAL may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement.

4. Return of Confidential Information

Upon the request of CWCAPITAL, the Reviewer shall promptly deliver to CWCAPITAL all Confidential Information furnished to the Reviewer, whether furnished before or after the date of this Agreement, without retaining copies thereof. The Reviewer shall destroy any compilations, studies, notes or other documents or records which contain or reflect Confidential Information relating to the Real Property if such is not acquired by the Reviewer. The obligations of confidentiality and secrecy contained in this Agreement shall continue to apply to the Reviewer and its Representatives and be binding and enforceable upon the Reviewer and its Representatives following the return to CWCAPITAL of the Confidential Information.

5. No Representation or Warranty

Reviewer acknowledges and understands that the Phase I and Confidential Information has been prepared by parties other than CWCAPITAL or the Owner. Neither CWCAPITAL nor the Owner makes any representation or warranty whatsoever, express or implied, as to the completeness, content or accuracy of the Phase I and Confidential Information.

6. Indemnification and Release

Reviewer specifically releases CWCAPITAL and Owner from all claims, demands, causes of action, judgments, losses, damages, liabilities, costs and expenses (including attorneys' fees whether suit is instituted or not), whether known or unknown, liquidated or contingent asserted against or incurred by Reviewer by reason of the information contained in, or that should have been contained in the Confidential Information, however, the foregoing shall not apply to any claims resulting from any intentional misstatements or willful misconduct by CWCAPITAL.

The Reviewer further indemnifies and holds harmless CWCAPITAL against any and all claims, damages, losses, liability or expenses, including reasonable attorneys' fees, that may result as a breach of this Agreement by the Reviewer, or its officers, directors, employees or Representatives.

7. Equitable Relief

CWCAPITAL shall be entitled to equitable relief, including injunction, in the event of any breach of the provisions of this Agreement, in addition to all other remedies available at law or in equity. If litigation should be necessary to enforce this Agreement, CWCAPITAL shall be entitled to recover from the Reviewer all costs of such litigation, including reasonable attorneys' fees, in addition to any other relief to which it is entitled.

8. Jurisdiction

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida.

Signatures Begin on the Following Page

IN WITNESS WHEREOF, this Agreement has been executed effective as of _____, 2009.

CWCapital Asset Management LLC,
solely in its capacity as Special Servicer

REVIEWER:

Signature of Authorized Representative

Title

Name

Company

Address

City, State, Zip

Email

Phone

Fax

CA/REO

**EXHIBIT A
TO
REO CONFIDENTIALITY AGREEMENT**

Legal Description

All of those lots or parcels of land located in Martin County, Florida, and more particularly described as follows:

Parcel 1:

Parcel 6 of Century Plaza, according to the Plat thereof, as recorded in Plat Book 14, Page 53, of the Public Records of Martin County, Florida.

Parcel 2:

All right title and interest of Grantor in easements in common with others, including an easement for ingress and egress to and from the Access Tract, found in Declaration of Protective Covenants, Conditions and Restrictions of Century Plaza, recorded in Official Records Book 1326, Page 2381, of the Public Records of Martin County, Florida.