**CONFIDENTIALITY AND COOPERATING BROKERAGE FEE AGREEMENT**

 THIS CONFIDENTIALITY AND COOPERATING BROKERAGE FEE AGREEMENT (the “Agreement”) is made this DAY (automatic) day of \_\_MONTH (auto)\_\_\_\_, 2019 (the “Effective Date”) by and among NLF Advisors (“NLFA”) and \_\_USER FILL\_\_\_\_\_\_\_\_\_\_\_ (“Co-Broker”).

 Recitals:

 This Agreement concerns certain property(ies) (the “Property”) described in Exhibit “A” which is hereby incorporated as an integral part of this Agreement. Exhibit “A” may be amended by the parties herein from time-to-time to include additional properties as agreed. Co-Broker has requested that NLFA disclose certain information, as defined below, concerning the Property to Co-Broker and Co-Broker’s client (“Proposed Purchaser”) regarding Proposed Purchaser’s potential interest in purchasing the Property (the “Contemplated Transaction”). NLFA agrees to provide such information to Co-Broker and Co-Broker agrees that receipt of such information shall be subject to the terms and conditions set forth herein.

 NOW, THEREFORE, in consideration of the premises and the agreements contained herein, and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

 **ARTICLE 1: CONFIDENTIAL INFORMATION**

 ***1.1 Confidentiality Information.*** In connection with ongoing discussions or negotiations involving NLFA, Co-Broker, and Proposed Purchaser concerning the Contemplated Transaction, NLFA shall disclose to Co -Broker and Proposed Purchaser certain confidential or proprietary information in written, oral or other tangible or intangible forms relating to the Property, which may include, but is not limited to, any and all information concerning: (1) tenants, leases and rents of the Property; (2) the physical condition, maintenance procedures, deferred maintenance and structural issues of the Property; (3) the fair market value, income and expenses figures and other financial aspects of the Property; (4) the management of the Property; and (5) other technical, financial or business information (individually and collectively, the (“Confidential Information”). Except as otherwise provided herein, Co-Broker understands that the Confidential Information and all aspects of the Contemplated Transaction, including without limitation, Co-Broker and Proposed Purchaser’s interest in the Property, the Property itself, and discussions related thereto shall be deemed confidential. This Agreement shall apply to all Confidential Information relating to the Property disclosed by NLFA to Co-Broker and Proposed Purchaser and all obligations hereunder with respect to the Confidential Information received shall survive Co-Broker’s and Proposed Purchaser’s return of said Confidential Information to NLFA. Co-Broker agrees that it shall not make any public disclosure of the Contemplated Transaction unless and until a successful transfer of the Property occurs.

***1.2 Use of Information.*** With respect to any and all Confidential Information disclosed by NLFA, Co-Broker shall: (a) use the Confidential Information only as reasonably needed for the purposes of evaluation the Property; (b) hold such Confidential Information in strict confidence and shall protect and safeguard the Confidential Information against unauthorized use, publication or disclosure; (c) restrict disclosure of the Confidential Information solely and exclusively to the following persons (each, a “Qualified Party” and, collectively, the “Qualified Parties”): partners, employees, officers, legal counsel, lenders, accountants, and consultants of

Co-Broker and Proposed Purchaser, solely on a strict need to know basis of such Confidential Information in connection with Co-Broker’s and Proposed Purchaser’s potential purchase of the Property; (d) not copy or otherwise duplicate such Confidential Information or knowingly allow anyone else to copy or otherwise duplicate such Information, except as required for the purposes of furthering Co-Broker’s and Proposed Purchaser’s discussions or negotiations with NLFA; and (e) on request, following termination of negotiations with NLFA, promptly return to NLFA all Confidential Information in its original form and all copies thereof.

 ***1.3 Third Party Contacts***. Co-Broker shall not make any direct or indirect contact with (x) any of the ownership, debtor, loan obligor, guarantor or property manager or asset manager of the Property, (y) any other parties to the transactions to which the Confidential Information relates, or (z) the municipality where the Property is located, or any subdivision or department thereof, without the prior written consent of NLFA. Co-Broker acknowledges that any such direct or indirect contacts may cause substantial and irreparable harm to NLFA.

 ***1.4 Limitation of Obligations.*** Co-Broker further acknowledges that NLFA makes no representation as to the accuracy or completeness of the Confidential Information, nor has Broker attempted to verify the facts recited in the Confidential Information. Co-Broker shall have no recourse against NLFA or its advisors, counsel or agents in the event of any errors or omissions in the Confidential Information or in any other information, whether written or verbally transmitted during Co-Broker and Proposed Purchaser’s examination of any materials provided.

**ARTICLE 2: MISCELLANEOUS**

 ***2.1 Entire Agreement.*** This Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior discussions, negotiations, understanding or agreements relating thereto. No amendment of this Agreement shall be valid or binding unless made in writing and signed by all parties hereto.

 ***2.2 Fee Agreement.*** In consideration of this Agreement, NLFA and Co-Broker agree to diligently pursue the procurement of the Property on terms acceptable to the Proposed Purchaser. NLFA is authorized only to: (a) present the Property to Co-Broker and Proposed Purchaser and (b) on Proposed Purchaser’s approval, to negotiate for the purchase, but not commit Proposed Purchaser to the purchase of any property or to sign any instrument on behalf of Proposed Purchaser without Proposed Purchaser’s prior written consent. NLFA shall handle and direct all negotiations with the seller. It is agreed by the parties to this Agreement that, subject to the provisions herein, that NLFA shall pay Co-Broker fifty percent (50%) of any and all commissions or finder’s fees that are received by either party as payment for services rendered in negotiating and ultimately consummating the Contemplated Transaction, whether such commission or fees are paid by the seller of the property, its listing broker, or Proposed Purchaser.

***2.3 Assignment.*** Co-Broker may not assign any of its rights under this Agreement, voluntarily or by operation of law, without NLFA’s prior written consent, which consent may be withheld, delayed or conditioned in NLFA’s sole and absolute discretion. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns. This Agreement shall be construed in accordance with the laws of the state in which the Property is located.

 ***2.4 Remedies.*** NLFA shall be entitled to pursue any remedies available to it, at law or in equity, including injunctive relief, in the event of a breach of this Agreement by Co-Broker.

***2.5 Limitation on Liability.*** In accordance with the authorizing and operational documents of NLFA, notice is hereby given that all persons dealing with NLFA shall look to the assets of NLFA for the enforcement of any claim against NLFA, as none of the managers, members, officers, employees and shareholders of NLFA assume any personal liability for obligations entered into by or on behalf of NLFA.

 ***2.6 Authority.*** Co-Broker hereby warrants to NLFA that it is authorized to enter into this Agreement by Proposed Purchaser and that it represents Proposed Purchaser in a fiduciary capacity and has made Proposed Purchaser aware of the Agreement and shall provide a copy of this Agreement to Proposed Purchaser once fully executed.

 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

**NLFA**  *Co-Broker hereby discloses its client:*

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Iron Gersten

Company: NLF Advisors

Title: Managing Broker

**CO-BROKER:**

By: \_\_\_Electronic signature\_ Proposed Purchaser:

 Name:\_\_\_EDITABLE\_\_\_\_\_\_\_\_

Name: \_\_\_EDITABLE\_\_\_\_\_\_\_\_ Company: \_EDITABLE\_\_\_\_\_\_\_\_

Company: \_\_\_EDITABLE\_\_\_\_\_\_\_\_ Email Address: :\_\_\_EDITABLE

Title:\_ \_\_\_EDITABLE\_\_\_\_\_\_\_\_ Phone Number: :\_\_\_EDITABLE

**Exhibit A**

**Subject Property Address(es):**