

Huntsville Office Portfolio, Huntsville, AL (the "Property")

- Research Park Office Center – 7037-7067 Madison Pike
- NW Research Place – 5000 Bradford Drive
- Regions Center – 200 Clinton Avenue W
- Intuitive Center I & II – 5030 Bradford Drive
- Lakeside Office Center – 620 Discovery Drive
- Northrop Grumman Building – 301 Voyager Way NW

You (the "Broker") have advised Transwestern that you wish to register a Principal with respect to the potential purchase of the Property. Transwestern has been retained on an exclusive basis by the Owner with respect to the offering for sale of the Huntsville Office Portfolio located in Huntsville, Alabama (the "Property"). The Owner has indicated that all inquiries and communications with respect to the contemplated sale of such Property be directed to Transwestern. All fees due Transwestern in connection with the sale of the Property shall be paid by the Owner.

Transwestern has available for review certain information concerning the Property which includes brochures and other materials (collectively "Confidential Information"). Transwestern will not make such Confidential Information available to the Broker or the Registered Potential Purchaser unless and until the Broker and the Registered Potential Purchaser have executed this agreement. On behalf of the Owner, Transwestern is prepared to consider the Broker's registration of the undersigned principal (the "Registered Potential Purchaser"). If the registration is approved, Transwestern will provide the Confidential Information for the Registered Potential Purchaser's consideration in connection with the possible purchase of the Property subject to the following conditions.

1. All Confidential Information relating to the Property which may be furnished to the Broker and the Registered Potential Purchaser by Transwestern shall continue to be the property of the Owners and Transwestern. The Confidential Information will be used by the Broker solely for the purpose of presenting same to the Registered Potential Purchaser and may not be copied or duplicated without Transwestern written consent and must be returned to Transwestern immediately upon Transwestern request or when the Registered Potential Purchaser terminates negotiations with respect to the Property.
2. Neither Broker nor the Registered Potential Purchaser will disclose the Confidential Information to any person other than the Registered Potential Purchaser, unless Transwestern has approved in writing such disclosure, provided, however, that the Confidential Information may be disclosed to the Registered Potential Purchaser's partners, employees, legal counsel and institutional lenders ("Related Parties"), for the purposed of evaluating the potential purchase of the Property. The Registered Potential Purchaser and such Related Parties shall be informed by the Broker of the confidential nature of the Confidential Information and must agree to keep all Confidential Information strictly confidential in accordance with this agreement. The Broker shall be responsible for any violation of this provision by the Registered Potential Purchaser or Related Party.
3. **The Broker represents the Registered Potential Purchaser with respect to the purchase of the property and will be compensated by Registered Potential Purchaser only.** The Broker agrees it will not discuss the Property with any other party other than the Registered Potential Purchaser and that it will not distribute the Confidential Information or excerpts to any other party. **The Registered Potential Purchaser acknowledges that it is a principal in connection with the purchase of the Property and the Registered Potential Purchaser hereby agrees that he/she will not look to the Owner or Transwestern for any commissions, fees or other compensation in connection with the sale of the Property.** Additionally, the Registered Potential Purchaser acknowledges that he has not had any discussions regarding the Property with any brokers or agent other than Transwestern and the Broker.
4. The Broker understands and acknowledges that Transwestern and the owner do not make any representation or warranty as to the accuracy or completeness of the Confidential Information

and that the information used in the preparation of the Confidential Information was furnished to Transwestern by others and has not been independently verified by Transwestern and is not guaranteed as to completeness or accuracy. The Broker agrees that neither Transwestern nor the Owner shall have any liability for any reason to the Broker or the Registered Potential Purchaser or Related Parties resulting from the use of the Confidential Information.

5. The Broker hereby indemnifies and holds harmless Transwestern and the Owner and their respective affiliates and successors and assigns against and from any loss, liability or expense, including attorney's fees, arising out of any (1) breach of any of the terms of this Agreement, and (2) claim or claims by any other broker, finder or other party if such claim or claims are based in whole or in part on dealings with the Broker, the Registered Potential Purchaser, any Related Party or any of their representatives for commissions, fees and other compensation for the sale or proposed sale of the Property to the Registered Potential Purchaser.
6. The Broker acknowledges that the Property has been offered for sale subject to withdrawal from the market, changes in offering price, prior sale or rejection of any offer because of the terms thereof, lack of satisfactory credit references of any prospective purchaser, or for any other reason whatsoever, without notice. Broker acknowledges that the Property is being offered without regard to race, creed, sex, religion or national origin.

Broker (Required):

ACCEPTED AND AGREED TO THIS ____ day of _____, 2024.

_____ (Signature)

BY: _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

EMAIL: _____

Registered Potential Purchaser (Optional):

ACCEPTED AND AGREED TO THIS ____ day of _____, 2024.

_____ (Signature)

BY: _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

EMAIL: _____