

CONFIDENTIALITY AGREEMENT

1101 WESTLAKE

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[Company name] ("Recipient")

[Company Address]

Re: 1101 Westlake Ave N
Seattle, WA 98109 (the "Property")

Please be advised that BioMed Realty, L.P. (the "Company") is prepared to make available to Recipient certain information concerning the Company and the Property for the purpose of a possible transaction between the Company and Recipient (the "Purpose"). For purposes of this letter agreement, a party's "Representatives" include their affiliates and its or their directors, officers, members, partners, employees, representatives, agents and/or advisors (including without limitation, attorneys, accountants, consultants and financial advisors).

The term "Informational Materials" means all information concerning the Company and the Property, including, but not limited to, the terms, structure and strategy of the Company and Property (whether prepared by the Company, its advisors or otherwise and irrespective of the form of communication) that is furnished to Recipient or Recipient's Representatives by or on behalf of the Company. "Informational Materials" also shall be deemed to include all notes, analyses, compilations, studies, interpretations or other documents prepared by Recipient or Recipient's Representatives which contain, reflect or are based upon, in whole or in part, the information furnished to Recipient or Recipient's Representatives pursuant hereto. Please be advised that neither Company nor Newmark (defined below) will make such Informational Material available to Recipient unless and until Recipient has executed this letter ("Confidentiality Agreement") and thereby agrees to be bound by its terms. We are prepared to provide the Informational Materials for consideration by Recipient in connection with the Purpose, subject to the conditions set forth below.

1. Any and all Informational Materials that may be furnished to Recipient or Recipient's Representatives by Company, its Representatives, or Newmark shall remain the property of Company. The Informational Materials will be used by Recipient and its Representatives solely for the Purpose and not for any unrelated purpose, may not be copied or duplicated without Company's written consent, and must be returned to Company and all copies destroyed within three (3) business days after the earlier of Company's request, or when discussions or negotiations with respect to the Purpose are terminated.

2. Recipient shall not make any Informational Materials available, or disclose any of the contents thereof, to any person, unless such person has been identified to Company in writing and Company has approved the furnishing of the Informational Materials or such disclosure to such person, and such person has entered into an agreement with Company, the provisions of which agreement shall be substantially the same as the provisions of this Confidentiality Agreement; provided however, that the Informational Materials and this Confidentiality Agreement may be disclosed to Recipient's Representatives who, in Recipient's best reasonable judgment, need to know such information for the Purpose, but only if (a) such Representatives are informed by Recipient of the confidential nature of the Informational Materials and (b) such Representatives agree to keep the Informational Material confidential in accordance with the terms hereof and to be bound by the other terms of this Confidentiality Agreement. Recipient shall be responsible for any violation of this provision by any of Recipient's Representative.

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3. Recipient understands and acknowledges that neither Company, its Representatives, nor Newmark makes any representation or warranty as to the accuracy or completeness of the Informational Materials. Recipient further understands and acknowledges that the information used in the preparation of the Informational Materials was furnished to Company, its Representatives, and Newmark by others, has not been independently verified by Company, its Representatives, or Newmark, and is not guaranteed as to completeness or accuracy. Recipient agrees that neither Company, its Representatives, nor Newmark shall have any liability for any reason to Recipient, or any of its Representatives resulting from the use of the Informational Materials by any person.

4. The Informational Material will be used solely for the Purpose and not for any other purpose whatsoever, including to trade in securities. Recipient will protect the Informational Material with the same degree of care that it uses to prevent the unauthorized use, access or disclosure of its own confidential and proprietary information, which will be not less than a reasonable degree of care. The Informational Material will be kept strictly confidential in accordance with the terms hereof by Recipient and its Representatives and will not be disclosed by the Recipient or its Representatives to any other person except if required by law, and in such case Recipient shall provide prompt written notice of such request or requirement to the Company so that the Company may seek an appropriate protective order or waive compliance with the provisions of this letter agreement. If a protective order or the receipt of a waiver is not obtained, and Recipient is, in the opinion of legal counsel, compelled to disclose Informational Material, Recipient may disclose that portion of the Informational Material it is compelled to disclose, provided that Recipient shall give the Company written notice of the information to be disclosed as far in advance of its disclosure as practicable.

5. Recipient acknowledges that the Property is subject to withdrawal from the market for any reason whatsoever, without notice, and that Company has the sole and absolute right to reject any purchase offer based on the terms thereof or for any other reason or for no reason, and the Company may provide the same or similar information to other parties and enter into agreements with other parties.

6. The obligation of Recipient and its Representatives not to disclose and to keep confidential all Informational Materials does not include information: (a) that was already in the possession of Recipient or its Representatives, on a non-confidential basis, at the time of delivery by Company, its Representatives, or Newmark; (b) that is obtained by Recipient or its related parties from a third person which, insofar as is known to Recipient or its Representatives, is not subject to any legal, contractual or fiduciary prohibition or obligation against disclosure; (c) which was or is independently developed by Recipient or its Representatives without utilizing the Informational Materials or violating their confidentiality obligations hereunder; or (d) which was or becomes generally available to the public through no fault of Recipient or its Representatives.

7. Each party hereto understands and agrees that no contract or agreement providing for the Purpose shall be deemed to exist between Recipient and the Company unless and until a final, legally binding definitive agreement has been executed and delivered. Each party hereto also agrees that unless and until a final, legally binding definitive agreement between the Recipient and the Company with respect to the Purpose has been executed and delivered, neither the Recipient nor the Company has any legal obligation of any kind whatsoever with respect to the Purpose by virtue of this letter agreement, except for the matters specifically agreed to herein.

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8. Without the prior written consent of the Company, and except for communications in the ordinary course of business unrelated to the Purpose, neither the Recipient nor its Representatives will initiate or cause to be initiated any (i) communication concerning the Informational Material, (ii) requests for additional information on the Property, or (iii) requests for (a) visits or tours of any or all of the Property, or (b) management meetings in connection with the Purpose, except, in each case, with the Company or its designee. Recipient also agrees that neither the Recipient nor its Representatives will, without the prior written consent of the Company, initiate or maintain contact with (A) any governmental authorities or agencies relating to the Property or the Informational Material (except as expressly permitted in paragraph 3 (Compelled Disclosure)), or (B) any known seller (including any directors, officers or employees of the seller or any member of its group), tenant, lender, servicer, special servicer, investor, partner, employee or ground lessor of, or agent for, any or all of the Property in connection with the Purpose ((except in the ordinary course of business unrelated to the Purpose)).

9. Recipient and Broker hereby acknowledges that in connection with Purpose, Cornish & Carey Commercial, a California corporation dba Newmark ("Newmark") is acting as Company's authorized sales representatives exclusively.

10. Recipient hereby represents and warrants to Company, its Representatives, and Newmark that, except as may be disclosed by Recipient in a separate writing, Recipient has not dealt with any broker, finder or agent other than Broker in connection with any possible sale or other transaction concerning the Property and that no other broker, finder, or agent represents Recipient or will represent Recipient in connection with any possible sale or other transaction concerning the Property. Recipient shall indemnify and hold harmless Company, its Representatives, and Newmark and their successors and assigns from and against any and all claims, demands, losses, liabilities, suits, costs or expenses due to or arising from any claims of any broker, finder, or similar agent for commissions, fees or other compensation in connection with any possible sale or other transaction concerning the Property based on alleged dealings with Recipient.

11. Recipient hereby acknowledges that the listing agreement for the Property entered into by and between Company and Newmark provides that neither Company nor Newmark shall compensate the broker, finder, or similar agent for Recipient, and that any such broker, finder, or similar agent for Recipient must look solely to Recipient, and not to Company or Newmark, for payments of its real estate commission, fee, or other compensation. Recipient hereby agrees to comply with such provisions.

12. This Confidentiality Agreement shall remain in effect until two (2) years after the date of Recipient's acceptance of this Confidentiality Agreement.

13. This Confidentiality Agreement shall be governed by and construed in accordance with the laws of the State of Washington without reference to its Conflicts of Law provisions.

14. This Confidentiality Agreement contains the entire understanding among the parties with respect to the subject matter hereof, and may not be altered, varied, revised or amended, except by an instrument in writing signed by all parties subsequent to the date of this Confidentiality Agreement. The parties have not made any other agreement or representation with respect to such matters.

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15. Recipient acknowledges that damages may be inadequate compensation for breach of this Confidentiality Agreement and Company shall be entitled to obtain equitable relief and may restrain, by an injunction or similar remedy, any breach or threatened breach of this Confidentiality Agreement.

If Recipient is in agreement with the foregoing, please sign this Confidentiality Agreement and return it to capitalmarketswesternregion@nmrk.com.

AGREED AND ACCEPTED:

RECIPIENT:

_____,
a _____

By: _____

Name: _____

Title: _____

Date: _____

Phone Number: _____

Address: _____

E-Mail Address: _____

Fax Number: _____

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