TRS SERVICES AGREEMENT

THIS TRS SERVICES AGREEMENT (this “Agreement”) is made as of {ExecutionDate} by and between {Owner}, a {OwnerStateOfFormation} (“Owner”), and BioMed Realty Holdings, Inc., a Maryland corporation (“TRS”), with respect to the following:

WHEREAS, Owner holds title to that certain property [referred to as {Owner}] located at {PropertyAddress} (the “Property”).

WHEREAS, Owner desires to hire, retain and authorize TRS to provide certain services for the Property, and TRS desires to provide such services for the Property upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises and covenants contained herein and for good and valuable consideration the receipt and adequacy of which are hereby acknowledged, Owner and TRS hereby agree as follows:

# Provision of services

## Services. Owner hereby hires, retains and authorizes TRS to provide directly or cause to be provided indirectly the services set forth in Appendix A attached hereto for the Property (collectively, the “Services”). This Agreement shall also cover any materials as may be provided incident to the performance of the Services.

## Service Contracts. In its sole and absolute discretion, TRS may contract with third-party service providers for provision of the Services. The cost of any services provided by such third-party service providers shall be comparable with general prevailing market conditions.

## Employees. TRS shall use TRS’s employees or third-party service providers (but not any employees of Owner) in providing the Services, and shall bear all costs of providing such Services, including, without limitation, administrative and management costs; employee salaries; and the costs of uniforms, equipment, supplies and any third-party service providers. TRS shall have, or shall cause any third-party service provider to have, in its employ at all times a sufficient number of capable employees to enable it to properly, adequately, safely and economically provide the Services contemplated hereunder. All matters pertaining to the employment, supervision, compensation, promotion and discharge of such employees, as well as any union negotiations and compliance with laws and regulations dealing with employee matters, are the responsibility of TRS, or if so delegated, of the third-party service provider, including, without limitation, workers’ compensation, social security, unemployment insurance, hours of labor and similar matters. The wages, salaries and other compensation paid to employees and others who perform the Services employed or retained by TRS are the sole responsibility of TRS. In the event that an employee performs work for TRS on projects other than provision of the Services, TRS shall reasonably allocate a portion of such employee’s salary to the payroll expense related to provision of the Services.

# TERM OF AGREEMENT

## Term. The term of this Agreement shall commence as of the date of this Agreement and continue until terminated pursuant to the terms of this Article II.

## Termination. This Agreement may be terminated at any time by either Owner or TRS, for any reason or no reason, upon no less than thirty (30) days’ prior written notice to the other party of the notifying party’s intent to terminate this Agreement. Any such termination pursuant to this Section 2.2 shall be effective upon the expiration of the applicable notice period or such later date as may be specified in such notice.

## REIT Status. Owner has the right to terminate this Agreement on five (5) days’ prior written notice if it determines that this Agreement could jeopardize the ability of any affiliate of Owner to qualify as a real estate investment trust within the meaning of Sections 856-860 of the Internal Revenue Code of 1986, as amended.

# FISCAL Matters

## Books and Records. TRS shall maintain adequate and separate books and records for provision of the Services, with sufficient supporting documentation to ensure that all entries in the books and records are accurate and complete. All such books and records and supporting documentation shall be made available to Owner promptly upon Owner’s request. Owner may inspect and audit the books and records of TRS relating to the Services and if, pursuant to an audit, any Monthly Report or Annual Report (as defined in Section 3.2) is found to be inaccurate, there shall be an adjustment and one party shall pay to the other on demand such sums as may be necessary to settle in full the accurate amount of the Fee (as defined in Section 4.2) that should have been paid for the period or periods covered by such inaccurate Monthly Report(s) or Annual Report(s).

## Accounting and Reports. At Owner’s request, TRS shall, by the twenty-fifth (25th) day of each month, prepare and provide to Owner a monthly report for the immediately preceding month (each, a “Monthly Report”), including (a) Expenses (as defined in Section 4.1) and (b) a calculation of the Fee as set forth in Section 4.2. TRS shall, within seventy-five (75) days after the end of each calendar year, provide a report reconciling the Monthly Reports for the proceeding calendar year, including any adjustments to such Monthly Reports to reflect the actual results of provision of Services for such year (the “Annual Report”).

# compensation OF trs

## Definitions. As used herein, “Expenses” shall mean all expenses paid or incurred, directly or indirectly, by TRS in connection with provision of the Services, including, but not limited to, any fees paid to or retained by a third-party service provider, and payroll, utility, tax, insurance and supply expenses, but excluding amounts paid for or furnished by a third-party service provider without charge or right of reimbursement. Expenses shall be included in the Monthly Reports and Annual Reports submitted to Owner.

## Compensation. For its services hereunder, TRS shall be paid a fee (the “Fee”) by Owner within ten (10) days of the earlier of submitting to Owner (a) an invoice for an Expense or (b) a Monthly Report. The Fee shall be an amount which is one hundred ten percent (110%) of Expenses submitted for payment, determined at least on a monthly basis; provided, however, in determining the Fee, Expenses shall not include amounts paid by the TRS for any materials incident to the performance of the Services, which shall be separately reimbursed by Owner, based on the actual cost of such materials, within ten (10) days of the earlier of submitting to Owner (a) an invoice for the materials or (b) a Monthly Report.

# GENERAL PROVISIONS

## Licensee/Independent Contractor. It is expressly understood and agreed that TRS shall act as a licensee and independent contractor in the performance of this Agreement, and that the relationship between Owner and TRS is not one of employer/employee.

## Notices. All notices, demands and reports provided for in this Agreement shall be in writing and shall be personally served or sent by certified or registered mail, return receipt requested, postage prepaid to the parties at their respective addresses set forth below or to such other address as either may provide to the other by written notice. For purposes of this Agreement, notices shall be deemed to have been “given” upon personal delivery thereof or 48 hours after having been deposited in the United States certified mail, return receipt requested, postage prepaid and property addressed.

If to TRS:

BioMed Realty Holdings, Inc.

4570 Executive Drive, Suite 400

San Diego, CA 92121

Attn: Legal Review

If to Owner:

{Owner}

4570 Executive Drive, Suite 400

San Diego, CA 92121

Attn: Legal Review

## Assignment. This Agreement and the rights and obligations hereunder shall be freely assignable by Owner without the written consent of TRS. TRS may not assign this Agreement or its rights or obligations hereunder without the written consent of Owner.

## Amendments. Except as otherwise provided herein, all amendments to this Agreement shall be in writing and executed by both parties hereto.

## Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state in which the Property is located.

## Cooperation. Should any claim, demand, action or other legal proceeding arising out of matters covered by this Agreement be made or instituted by any third party against a party to this Agreement, the other party to this Agreement shall furnish such information and reasonable assistance in defending such proceeding as may be requested by the party against whom such proceeding is brought.

## Waiver of Rights. The failure of Owner or TRS to seek redress for violation, or to insist upon the strict performance of any covenant, agreement, provision or condition of this Agreement shall not constitute a waiver of the terms of such covenant, agreement, provision or condition at any subsequent time, or of the terms of any other covenant, agreement, provision or condition contained in this Agreement.

## Successors and Assigns. This Agreement and each of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

## Headings. The headings hereunder are used for convenience only and shall not affect the construction or interpretation of any provision hereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Services Agreement as of the day and year first above written.

TRS:

BIOMED REALTY HOLDINGS, INC.,

a Maryland corporation

By:

Name:

Its:

OWNER:

{Owner},

a {OwnerStateOfFormation}

By:

Name:

Its:

**APPENDIX A**

**SERVICES**