

MUTUAL CONFIDENTIALITY AGREEMENT

This Mutual Confidentiality Agreement (this "Agreement") is entered into as of _____, by and between _____ (together with its affiliates, "Company"), and **CBRE Managed Services, Inc.**, a Delaware corporation (together with its affiliates, "CBRE").

A. Company and CBRE are discussing a possible business relationship and/or transaction *for building services* (the "Purpose"). In connection with such discussions, Company and CBRE may exchange or otherwise receive from third parties information belonging to or otherwise about each other of a confidential and proprietary nature.

B. Company and CBRE desire to establish the terms under which they shall receive and treat such confidential and proprietary information.

NOW, THEREFORE, in consideration of the covenants hereinafter contained, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Confidential Information. "Confidential Information" of Company or CBRE shall mean any and all information relating to its past, present or future business operations, practices, strategies, ideas, research, development or other information that is regarded by such party as confidential information including, without limitation, client information and/or information relating to its business methodologies, plans, systems, programs or forecasts, whether disclosed before or after the date hereof. The fact that this Agreement exists (and the terms hereof), that Confidential Information has been or may be exchanged and that discussions are occurring with respect to the Purpose shall also be treated as Confidential Information.

2. Confidential Obligations. Each party agrees that it will (a) not disclose or make available the Confidential Information of the other party to any third party; (b) safeguard all Confidential Information received by it using a reasonable degree of care, but not less than that degree of care used by it in safeguarding its own information which it regards as confidential; (c) use reasonable efforts to protect from disclosure and keep confidential the Confidential Information of the other party, including, without limitation, protection of documents from theft, loss, destruction, unauthorized duplication and unauthorized discovery of contents; (d) limit access to any Confidential Information received by it to its employees, agents, representatives or advisors who have a need-to-know in connection with the Purpose, advise such individuals of the confidential nature of the Confidential Information and be liable for any unauthorized disclosure of Confidential Information by such individuals; and (e) use all Confidential Information received by it solely for the Purpose and for no other purpose whatsoever.

3. Exceptions to Confidentiality. The obligations of confidentiality and restriction on use set forth in this Agreement shall not apply to any Confidential Information that a party proves: (a) was in the public domain prior to the date hereof or subsequently came into the public domain other than by breach by such party of this Agreement; (b) was previously known to such party free of any obligation to keep it confidential; (c) was rightfully received by such party from a third party whose disclosure such party reasonably believes would not violate a confidentiality obligation or which disclosure was not in breach of this Agreement; (d) was required to be disclosed in a judicial or administrative proceeding or otherwise required to be disclosed by law, provided that such party (i) subject to applicable law, gives the party which disclosed such Confidential Information or to whom it pertains (the "Disclosing Party") as much prior written notice as is reasonably practicable of the information required to be disclosed so that the Disclosing Party may

seek such protective orders or other confidentiality protection as the Disclosing Party, in its sole discretion and at its sole expense, may elect and (ii) reasonably cooperates with the Disclosing Party in protecting the confidential or proprietary nature of the Confidential Information that must be so disclosed; (e) was independently developed by employees, consultants or agents of such party without reference to the Confidential Information disclosed under this Agreement; or (t) was approved for release by the written authorization of the Disclosing Party.

4. Rights in Confidential Information. Nothing contained herein shall be construed as a grant by a party of any right or license to the other party to use any of the Confidential Information of such party. The Confidential Information of a party shall remain the sole property of such party.

5. Return of Materials. Upon termination of the Purpose or business relationship, or upon the request of the Disclosing Party at any time, the receiving party shall not further use any Confidential Information and promptly shall return to the Disclosing Party (or upon specific request destroy) all Confidential Information of the Disclosing Party, in whatever format, in the possession or control of the receiving party, including all originals, copies and translations thereof, and shall destroy all documents in the receiving party's possession to the extent containing or embodying Confidential Information; provided that CBRE may retain an archival copy of documents relating to its services for its records.

6. Accuracy of Confidential Information. Except as may be set out in definitive agreements, neither party makes any representation or warranty, including as to accuracy or completeness, regarding Confidential Information disclosed to the other party. Neither party, nor any of its officers, directors, employees, agents, advisors, legal counsel or other representatives or affiliates thereof, shall be subject to any liability

resulting from the use of its Confidential Information by the other party.

7. No Obligation to Enter into Business. Nothing in this Agreement requires either party to enter into any business transaction with the other party, to negotiate a transaction for any specified period of time, or provide Confidential Information.

8. Equitable Relief. Each party acknowledges that the restrictions set forth herein are fair, reasonable and necessary to protect the business of the other party and the confidential nature of the Confidential Information of the other party. Each party further acknowledges that the Confidential Information of the other party is unique to the business of the other party and would not be revealed to it were it not for its willingness to agree to the restrictions set forth herein. The parties agree that the unauthorized disclosure or use of its Confidential Information may cause irreparable harm and result in significant damages to the party which has the rights to the Confidential Information and that the harm and the damages may be difficult to ascertain. Therefore, the parties agree that in addition to any other remedies they may have at law and in equity, they may have the right to an immediate injunction enjoining any breach of this Agreement. Each party irrevocably waives a trial by jury. Each party irrevocably waives consequential damages.

9. Term. This Agreement shall have a term commencing on the date hereof and ending on the date three (3) years from the date the Purpose is terminated, abandoned or completed.

10. Notices. Notices given under this Agreement shall be in writing and delivered by first class, certified mail to each signatory at the address set forth below unless changed by written notice. Notices to CBRE shall be sent to: CBRE, Inc. 200 Park Avenue, 20th Floor, New York, NY 10166. Attn: Sourcing Manager with a copy to CBRE, Inc., 2100 McKinney Avenue, Suite 900, Dallas, Texas 75201, Attention: General Counsel.

11. Miscellaneous. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. If any provision hereof shall be held to be unenforceable such provision shall be reformed to such extent necessary to allow it to be deemed enforceable. If such reform is not possible then such provision shall be deemed severed from this Agreement and, in either case, the remainder shall remain in full force and effect. The provisions of this Agreement shall be binding upon each party's successors and assigns and shall be governed by and in accordance with the laws of the State of New York, without regard to its conflict of laws provisions. This Agreement may be executed in any number of separate counterparts, each of which, when so executed and delivered, shall be deemed an original, but all of which, collectively and separately, shall constitute one and the same instrument. All signatures need not be on the same counterpart.

Executed by the parties as the date first set forth above.

Company:

By: _____
Name: _____
Title: _____

CBRE MANAGED SERVICES, INC.



By: _____
Name: Steven Klein
Title: Sr. Managing Director