
MASTER SERVICES AGREEMENT

by and between

[REDACTED] BANK N.A.

and

CBRE, INC.

[REDACTED]

MASTER SERVICES AGREEMENT

This Master Services Agreement is entered into effective as of October 23, 2013 (the “Effective Date”) by and between [REDACTED] Bank N.A., a national banking association (“JPMC”) and CBRE, Inc., a Delaware corporation having offices at [REDACTED] 75201 (“Supplier”).

WHEREAS, Supplier is in the business of providing, among other things, facilities management and property services; and

WHEREAS, JPMC and Supplier (collectively, the “Parties” and each, a “Party”) desire to enter into this Agreement to provide terms and conditions to govern outsourcing services to be provided by Supplier (as hereinafter defined).

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valid consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. INTRODUCTION AND BACKGROUND.

1.1 Framework Approach.

(a) Master Services Agreement. The body of this agreement (i.e., the introductory paragraph through Article 17) and all exhibits and annexes hereto (the “Master Services Agreement” or “MSA”) sets forth terms and conditions pursuant to which the Parties’ may enter into supplementary agreements for the provision of Services.

(b) Supplements and Work Orders. To the extent the Parties desire to enter into an agreement for Supplier to perform Services, the Parties shall execute a supplement to this MSA, a form for which is set forth in Annex 7. Each supplement, together with any Work Orders, exhibits, schedules, attachments or appendices thereto, shall be referred to as a “Supplement.” After execution of a Supplement, the Parties may modify the scope or nature of the Services to be provided under such Supplement by executing a work order referring to such Supplement (each, together with any attachments thereto, a “Work Order”). Supplements and Work Orders are not binding on the Parties until fully executed by authorized representatives of each Party.

(c) Relationship of the MSA and Supplements. The term “Agreement” means, collectively, the MSA and the Supplements. Unless and to the extent expressly excluded in a particular Supplement, all of the terms and conditions of this MSA shall be deemed to be incorporated into such Supplement, unless, given the context of a particular term or condition, the term or condition is clearly inapplicable to such Supplement. For example, if this MSA contains a term regarding CPIs, and a particular Supplement does not contain CPIs, such term would not apply to such Supplement. The terms and conditions of a particular Supplement (including incorporated MSA terms and conditions as such may have been modified for such Supplement), apply only to such Supplement unless otherwise expressly provided. Thus, for example, an insurance term in Schedule A to Supplement 1 will not apply to Supplement 2 unless otherwise expressly agreed. However, information in an Annex to the MSA, for example,