

VENDOR SERVICE AGREEMENT

THIS VENDOR SERVICE AGREEMENT (this "Agreement") is entered as of **January 1, 2017**, by and between the Owner and Contractor (each as defined in Section 1, below), in conjunction with the Work (as defined in Section 1) being performed by Contractor. The Contractor's proposal attached hereto as Exhibit A (the "Proposal") and all other Exhibits to this Agreement may be referred to together with this Agreement as the "Contract Documents". In the event of a conflict between the terms of the Proposal and this Agreement, the terms of this Agreement shall control.

1. Agreement Data.

Property: 1710 North Randall Road, Elgin, IL 60123

Owner: DOC-1710 North Randall Road MOB, LLC

Work: See Exhibit A

Contractor: Shambaugh & Son, L.P

Contractor Federal I.D. Number: 35-0965412

Contractor's Address: 2820 Thatcher Road, Downers Grove, IL 60515
Address City, State, Zip Code

Contractor's Telephone Number: (630) 725-0500

Contractor Representative: Beth Jones

Commencement Date: Jan 1, 2017 Completion Date: December 31, 2017

2. Contract Term. Unless earlier terminated pursuant to the terms of this Agreement, the term of this Agreement shall commence on the Commencement Date and terminate on the Completion Date; provided, however, the term shall automatically renew for successive one (1) year periods if not terminated as set forth below. Notwithstanding the foregoing, this Agreement may be terminated at any time by either party upon forty-five (45) days' prior written notice to the other party. In the event of such a termination, Contractor shall: (a) continue to perform the Work as required under this Agreement through the termination date; and (b) Contractor's recovery against Owner shall be limited to the portion of the Contract Sum (as hereinafter defined) applicable to the portion of the Work performed by Contractor as of the date of termination less, if applicable, damages suffered by Owner as a result of Contractor's breach of this Agreement as more fully set forth below. Contractor shall not be entitled to recover any lost profit for the Work not performed or other consequential or incidental damages. Upon termination of this Agreement, Contractor shall immediately vacate the Property, taking with it all property of Contractor.

3. Contract Amount. In consideration of the performance of the Work, Owner shall pay Contractor a fee in such amounts provided in the Proposal (the "Contract Sum") within thirty (30) days of Contractor's satisfactory performance of the Work and Owner's receipt of Contractor's invoice for the Work, accompanied by a W-9, Certificate(s) of Insurance and/or Lien Waiver(s) and such other documentation as Owner shall reasonably request. Sales and other applicable taxes and fees are assumed to be included in the Contract Sum. Owner has the right to withhold all or any portion of the Contract Sum Owner reasonably deems appropriate pending Contractor's remedy of any Work Owner reasonably deems defective or as a result of the failure of Contractor to provide Owner with the requested payment documentation. Contractor shall be liable to Owner for the entire cost of remedying any defective or unperformed work, which Owner may offset against the Contract Sum.

4. **Scope of Work.** Contractor shall diligently and fully perform the services described in the Contract Documents (the "Work"), as follows:

A. Contractor shall provide all labor, materials, tools and equipment and obtain all authorizations, certificates, approvals, permits and licenses necessary for the performance of the Work. All materials and equipment provided by Contractor will be new, unless otherwise identified in the Contract Documents or agreed to by Owner in writing.

B. Prior to the commencement of the Work, Contractor shall submit to Owner for approval a written list of the names and addresses of any and all employees, subcontractors, agents, suppliers, material men or anyone associated with Contractor to be used or retained by Contractor in the performance of the Work. Notwithstanding anything contained herein to the contrary, Owner may disapprove of any employees, subcontractors, agents, suppliers, material men or anyone associated with Contractor in Owner's reasonable discretion. Contractor shall be responsible for the supervision and direction of its employees, subcontractors, agents, suppliers, material men or anyone associated with Contractor and shall, if needed or requested by the Owner, provide supervisory personnel on the Property reasonably acceptable to the Owner to carry out this responsibility. Periodic inspections will be conducted by a designated supervisor of Contractor to ensure that all of the Work hereunder is performed in compliance with applicable codes, laws, rules, ordinances, and regulations and the requirements contained in the Contract Documents. Contractor shall not employ or retain in connection with the performance of the Work any person unfit or without sufficient skill to perform the job for which he or she is employed or retained and Contractor agrees to perform industry standard employment screening of all employees that may perform Work at the Property. Owner shall have the right to require that any Contractor employees, subcontractors, agents, suppliers, material men or anyone associated with Contractor not be permitted to enter upon the Property in connection with the performance of the Work if Owner, in its reasonable discretion, deems such individual to be unfit to perform any portion of the Work. All employees, subcontractors, agents, suppliers, material men or anyone associated with Contractor shall wear at all times while on the Property photo identification cards with expiration dates visible if the employee or subcontractor enters the interior of any building at the Property or if the employee will only perform Work on the exterior of any building at the Property, identification on a shirt, sweater or jacket clearly identifying the name of the Contractor.

C. In connection with the performance of the Work, Contractor shall erect and maintain safeguards for the safety and protection of the Property, the occupants of the Property, and equipment and other personal property located at the Property from damage, injury or loss, and shall provide supervision and properly qualified persons for the use of hazardous equipment or materials necessary for the execution of the Work. Additionally, Contractor shall identify and protect all concealed or buried piping and cabling located on the Property. Contractor shall promptly report in writing to Owner all accidents occurring on the Property, giving full details and statements of any witnesses.

D. Contractor shall maintain a clean job site at all times, and clean up the area in which the Work is performed after each entry to perform the Work and remove any debris or other residue created in the course of performing the Work. If cleanup is not performed to Owner's satisfaction within seventy-two (72) hours after notice from Owner, Owner may, at its option, cleanup or otherwise remove any debris or materials from the Property. Contractor shall be liable to Owner for the entire cost of remedying any defective or unperformed work, which Owner may offset against the Contract Sum.

E. Commencement of the Work shall be conclusive evidence that Contractor has accepted all pre-existing conditions on the Property. Any pre-existing conditions shall not void any warranties of Contractor.

F. Contractor agrees that it is not necessary for Contractor to have access to any protected health information ("PHI"), as such information is defined by the Health Insurance Portability and Accountability Act of 1996, in order to perform its obligations under the Contract Documents. Contractor will instruct its employees, subcontractors, and others performing on its behalf under the Contract Documents to maintain the confidentiality of all PHI to which they may be exposed. Contractor will provide appropriate supervision and establish appropriate disciplinary measures in order to minimize the possibility that its employees, subcontractors, or others performing on its behalf will be exposed to or will disclose PHI. Contractor will report to Owner any instances of which it becomes aware in which PHI is improperly stored or disclosed, whether by its employees, subcontractors, or any other person.

G. Any and all costs of completion of the Work are included in the Contract Sum.

5. **Compliance with Laws.** Contractor shall perform and ensure that the Work is performed in accordance with all applicable federal, state, and local laws, orders, ordinances, rules, codes and regulations of the United States of America, the State in which the Property is located and any other public or quasi-public authority having jurisdiction over the Property or performance of the Work, including, but not limited to, all regulations and requirements of the Federal Occupational Safety and Health Administration (collectively, "Laws").

6. **Nondiscrimination.** In addition to any other requirement of law, Contractor shall not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex, sexual orientation or handicap in their performance of this Agreement, including, but not limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. If required by law, notices shall be posted in conspicuous places for employees and applicants for employment setting forth the provisions of this nondiscrimination clause.

7. **Prohibited Activities.** Contractor agrees to conduct the Work and control its employees, subcontractors, agents, suppliers, material men and anyone associated with Contractor in such a manner as not to create any nuisance or interfere with, damage the property of, annoy or disturb any tenant or invitee or occupant of the Property. Specifically: (a) no smoking by Contractor or its employees, subcontractors, agents, suppliers, material men or anyone associated with Contractor is permitted on or around the Property; and (b) Contractor shall refrain from and cause its employees, subcontractors, agents, suppliers, material men or anyone associated with Contractor to refrain from: (i) use of music that is objectionable to Owner or tenants/invitees/occupants of the Property; and (ii) use of clothing that displays publicly unacceptable wording, images or expressions or that is otherwise not in compliance with generally accepted rules for the workplace.

8. **Inspection.** Owner and its agents and employees shall at all times have the right to inspect all Work performed and materials furnished, installed, or used by Contractor in or about the Property. Such inspection(s) shall not relieve Contractor of any duty to ensure that the Work conforms to Laws and the requirements contained in the Contract Documents.

9. **Insurance.** Contractor shall, at its sole cost and expense, obtain and keep in force a policy or policies of the insurance set forth on Exhibit C.

10. **Indemnification.** To the fullest extent permitted by law, Contractor agrees to indemnify, defend, and hold harmless Owner and its affiliates and each of their respective officers, directors, managers, shareholders, members, employees, representatives, agents, successors, and assigns (collectively, "Indemnified Parties") from and against any loss, liability, costs and expenses (including, without limitation, court costs and attorneys' fees) incurred by or claimed against Indemnified Parties, directly or indirectly, as a result of or in any way arising from this Agreement or Contractor's failure to perform its obligations under

this Agreement. In case the Indemnified Parties shall be made a party to any litigation commenced by or against Contractor, then Contractor shall protect and hold the Indemnified Parties harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by the Indemnified Parties in connection with such litigation whether or not such action is contested or prosecuted to judgment. Contractor's obligation to indemnify the Indemnified Parties shall include the duty to defend at Contractor's sole cost and against any claims asserted by reason of any such claims or liabilities. Notwithstanding anything in this Section to the contrary, the foregoing indemnity by Contractor shall not apply to any cost, damage, claim, liability or expense occurring as a result of, or in any way arising from, the gross negligence or intentional misconduct of Landlord, its agents or employees to the extent of such gross negligence or such willful misconduct.

11. Default. If Contractor shall fail to comply with any term, provision or covenant of this Agreement and shall not cure such failure within five (5) days after written notice thereof to Contractor, Owner may, at its option: (1) take such actions as are reasonably necessary or desirable to cure such failure; (2) terminate this Agreement; and (3) take such other actions as are permitted Owner at law or in equity. Contractor shall be liable to Owner for the entire cost thereof, which Owner may offset against the Contract Sum owned to Contractor.

12. Liens. Contractor agrees that neither it nor any of its labor or material suppliers shall have, file, or maintain a lien for materials delivered for use in, or for work done in connection with the Work. Full lien waivers from Contractor and its subcontractors and suppliers at every tier shall accompany all requests for payment and shall be furnished at other times upon reasonable request of Owner. Contractor shall not create or permit any lien or encumbrance to be filed or recorded against the Property. If any such lien is filed or recorded, Contractor shall immediately cause it to be discharged of record. Should Contractor fail to do so, Owner may, at its option, arrange for the lien to be discharged, and Contractor shall be liable to Owner for the entire cost thereof, which Owner may offset against the Contract Sum owed to Contractor. Contractor agrees to indemnify and hold Owner harmless from any claims or costs in connection with such liens.

13. Warranty.

A. Contractor warrants that all of the Work shall conform to the requirements of the Contract Documents and Laws, and Work not completed in accordance with the terms of the Contract Documents or Laws shall be considered defective and, if applicable to the Work, will be repaired and/or replaced by Contractor at no additional cost to Owner for a period of one (1) year from the date of completion of the Work (the "Warranty"). Contractor shall complete corrections to the Work covered by the Warranty within five (5) business days after receipt of notice from Owner, or such longer time as Owner may, in its sole discretion, agree. If defects are not repaired or replaced during such five (5) day period, Owner may, at its option, arrange for the defect(s) to be repaired or replaced by a third party, and Contractor shall be liable to Owner for the entire cost thereof, which Owner may offset against the Contract Sum owned to Contractor.

B. If applicable to the Work performed, Contractor shall assign to Owner all manufacturers' and suppliers' warranties, express or implied, and provide copies of said warranties and all product operation manuals to the Owner no later than the earlier of: (1) payment of the Contract Sum or the next installment of the Contract Sum, whichever is applicable; or (2) the expiration or earlier termination of this Agreement.

14. Labor Disputes. Contractor shall use its best efforts to avoid labor disputes. Should such disputes arise, Contractor shall take immediate steps toward prompt resolution and shall keep Owner informed of the nature and status thereof.

15. Relationship. The relationship of Contractor to Owner is that of an independent contractor. Nothing contained herein to the contrary shall be construed in such manner as to create the relationship of employer/employee or be deemed to create any joint venture or partnership between the parties.

16. Notices. All notices, requests, demands and other communications hereunder shall be given in writing and shall be: (a) personally delivered; or (b) sent to the parties by registered or certified U.S. mail, return receipt requested and postage prepaid, or by a nationally recognized private overnight mail courier service (such as Federal Express) to the following addresses:

To Owner: **DOC-1710 North Randall Road MOB, LLC**
 c/o Physicians Realty Trust
 309 North Water Street, Suite 500
 Milwaukee, WI 53202
 Attn:

With a copy to:
Waveland Property Group, Inc.
117 W Willow Ave.
Wheaton, IL 60187

To Contractor: See Article 1

If personally delivered, such communication shall be deemed delivered upon actual receipt; if sent by overnight courier, such communication shall be deemed delivered upon receipt; and if sent by U.S. mail, such communication shall be deemed delivered as of the date of delivery indicated on the receipt issued by the relevant postal service, or, if the addressee fails or refuses to accept delivery, as of the date of such failure or refusal. Either party to this Agreement may change its address for the purposes hereof by giving notice thereof in accordance with this Section.

17. HIPAA: Owner and Vendor agree that it is not necessary for Vendor to have access to any protected health information ("PHI"), as such information is defined by the Health Insurance Portability and Accountability Act of 1996, in order to perform under the terms of this Agreement. Vendor will instruct its employees or contractors and others performing on its behalf under this Agreement to maintain the confidentiality of PHI to which they may be exposed. Vendor will provide appropriate supervision and establish appropriate disciplinary measures in order to minimize the possibility that its employees, subvendors, or others performing on its behalf will be exposed to or will disclose PHI. Vendor will report to Owner any instances of which it becomes aware in which PHI is improperly stored or disclosed, whether by its employees, subvendors, or any other person.

18. Attorney's Fees. In the event of any litigation between Owner and Contractor arising out of the Contract Documents, the unsuccessful party in such litigation shall pay the court costs and reasonable attorneys' fees of the prevailing party.

19. Manager. Owner, in its discretion, may appoint a property manager or other third party ("Manager") to exercise its rights and obligations under this Agreement, and Contractor agrees to acknowledge and take direction from the Manager as if it were the Owner under this Agreement, including, without limitation, delivering invoices and other notifications directly to the Manager. If Owner has appointed a Manager with respect to the Property, the Manager's identity and contact information is below.

Manager: **Waveland Property Group, Inc.**

Send all invoices to the Manager at ap@wavelandprop.com

20. **Confidentiality.** Contractor covenants and agrees that it will not, at any time, directly or indirectly, divulge or disclose, or authorize or permit any other person or entity to divulge or disclose any information related to Owner and its tenants and other occupants of the Property or to use such information for any purpose other than the performance of the Work.

21. **Assignment.** Contractor shall not assign this Agreement without the prior written consent of Owner.

22. **Miscellaneous.**

A. **No Representations by Owner.** Contractor acknowledges that neither Owner nor any agent or employee of Owner has made any representations or promises with respect to the Property, except as expressly set forth in this Agreement and no rights, privileges, easements or licenses are acquired by Contractor except as expressly set forth in this Agreement.

B. **Waiver of Jury Trial.** TO THE FULLEST EXTENT PERMITTED BY LAW, OWNER AND CONTRACTOR HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER THAT IS IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE RELATIONSHIP BETWEEN OWNER AND CONTRACTOR HEREUNDER AND/OR ANY CLAIM OF INJURY OR DAMAGE.

C. **Entire Agreement; Modification.** This Agreement represents the final understanding and agreement between Owner and Contractor and incorporates all negotiations between the parties. This Agreement cannot be modified except by writing signed by the party against whom the modification is to be enforced.

D. **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and be binding upon Owner and Contractor and their respective successors and assigns.

E. **Interpretation.** The captions in this Agreement are for the purposes of reference only and shall not limit or define the meaning of the provisions of this Agreement. References to "expiration" of the term shall include "termination" and vice-versa; and references to the singular shall include the plural, and vice-versa, all as the context may require. If Contractor consists of multiple parties, the liability of such parties shall be joint and several, and the release of any one or more of such parties shall not affect the liability of any other party not expressly released in writing. This Agreement shall not be construed more strictly against one party than the other, it being recognized that both Owner and Contractor have contributed substantially and materially to the preparation of this Agreement. This Agreement shall be governed by the laws of the State in which the Work is performed.

F. **Conditions Severable.** If any provision of this Agreement shall be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

G. **Authority.** Each of the parties represents to the other that it has the authority to sign this Agreement.

H. **Waiver.** No waiver shall be implied by Owner's failure to insist on performance of any of the terms or conditions herein or to exercise any right of privilege granted to Owner hereby. No express waiver by Owner shall be construed as waiving any breach hereunder or the performance of any of the terms or conditions hereof not specified in the express waiver, and then only for the time and to the

extent stated therein. One or more waivers of any covenant, term or condition hereof shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

I. Survival. All of the representations and warranties contained in this Agreement, all covenants, agreements and indemnities made herein, and all obligations to be performed under the provisions of this Agreement shall survive expiration or earlier termination of this Agreement.

J. Time. Contractor agrees, except as otherwise expressly provided herein, time is of the essence with respect to the performance of the Work, the delivery of notices and all other obligations of Contractor hereunder, and Contractor will at all times deliver sufficient materials and labor required to perform the Work in a timely manner.

K. Counterparts; Signatures. This Agreement may be executed in counterpart signatures, each of which shall be deemed an original and together shall constitute one instrument. Facsimile and electronic "PDF" signatures of this Agreement shall be treated as original signatures and given full force and effect.

L. No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto and their respective successors and assigns, and no third party is intended to or shall have any rights hereunder.

M. Limitations on Fees. Contractor shall not be entitled to fees, finders' fees, commissions, reimbursements or other payments other than the payment of the commission specifically provided for herein.

[Signatures on Next Page]

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

OWNER:

CONTRACTOR:

DOC-1710 North Randall Road MOB, LLC

Shambaugh & Son, L.P.

By: Physicians Realty LP, its Manager

By: Physicians Realty Trust, its General Partner

By: 
By: David Domres
Its: VP, Property Management

By: 
Name: ALAN JACOBS
Title: BRANCH MANAGER

February 20, 2017

EXHIBIT A

PROPOSAL



FIRE PROTECTION DIVISION
Fire Protection Service / Inspections
FIRE SPRINKLERS SAVE LIVES
T: 888.217.7055

Inspection & Testing Agreement

Date Submitted: January 9, 2017

by and between

DOC-1710 North Randall Road MOB, LLC
1710 N Randall Rd, Elgin, IL 60124
Jay Scholten
jscholten@wavelandprop.com

Shambaugh & Son, L.P.
2820 Thatcher Road, 1
Downers Grove, IL 60515

Jay,

We position ourselves as team players, sharing with you a vision of continuous improvement. Our guaranteed commitment to your complete satisfaction extends from our branch staff to our corporate management. We know we must earn your business every day by providing exceptional service. We look forward to an exciting future of mutual growth and success!

Shambaugh & Son shall provide testing and inspection services as indicated below, in accordance with attached Inspection and Testing Agreement terms and conditions.

Shambaugh shall inspect and test all listed systems at frequency indicated (see attached procedure pages), reporting to the Customer promptly all needed items of maintenance, repairs and replacements, which in the judgment of Shambaugh may be necessary. Such report shall not give rise to any claim, whether in contract, tort, law or equity, against Shambaugh if it is written in such manner as to not identify a certain maintenance, repair or replacement issue that another may deem should have been included.

SPRINKLER SYSTEMS	
<input checked="" type="checkbox"/>	Fire Sprinkler System Testing and Inspection
<input type="checkbox"/>	Fire Pump Testing and Inspection
<input type="checkbox"/>	Backflow Preventer Inspection
<input type="checkbox"/>	Non-Water Based Suppression System Testing & Inspection
FIRE ALARM SYSTEMS	
<input type="checkbox"/>	Fire Alarm System Testing and Inspection / Smoke Detector Cleaning
<input type="checkbox"/>	Fire Alarm System Maintenance

If you have any questions or concerns, please don't hesitate to contact us.

Sincerely,

SHAMBAUGH & SON, L.P.

Beth Jones

Beth Jones
Inspection Sales
D: 630-725-0500 xt26
C: 630-514-2770
E: bethjones@shambaugh.com



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2820 Thatcher Road, 1 • Downers Grove, IL • 60515 • 630.725.0500 • shambaugh.com





FIRE PROTECTION DIVISION
Fire Protection Service / Inspections
FIRE SPRINKLERS SAVE LIVES

T: 888.217.7055

Quarterly Inspection Scope

Inspection and testing shall be performed on the above referenced systems and includes a report to be submitted promptly to the Subscriber outlining all items needing maintenance, repairs and/or replacements, which, in the judgment of Shambaugh & Son may be necessary.

Shambaugh shall inspect and test the fire suppression and/or alarm systems in accordance with the applicable NFPA requirements and per the frequency schedule listed herein, and Shambaugh shall have no greater responsibility than to perform per said NFPA requirements. (Frequency determined by customer's desire if they deviate from NFPA). All work to be performed in accordance with the terms and conditions of this Agreement. The inspections and tests shall be performed by qualified inspectors meeting any and all requirements of the applicable Authority Having Jurisdiction ("AHJ").

List of Equipment

Within said building(s), as of the above date, is now installed certain automatic fire extinguishing equipment ("Equipment"). The Equipment specifically consists of:

Qty	DESCRIPTION
	SPRINKLER SYSTEM(S)
3	Wet Pipe Sprinkler Systems

Working Conditions

- If needed lift equipment shall be provided by the owner. If we are to provide lift equipment please advise so we may update this agreement.
- A representative shall provide us with access to the sprinkler room and the alarm codes to put the system on test for the duration of the inspection. Upon completion of the inspection, all systems shall be taken off test mode and put back in service. In the event the system has malfunctioned after we have left the premises any repairs shall be made on T&M at a reduced labor rate.
- Shambaugh & Son, L.P. is not responsible for any leaks that may occur to the system during testing. All leaks shall be repaired on T&M and are outside the scope of this agreement.
- All testing shall be performed per applicable codes. Upon completion we shall provide you with a report with pricing to repair any deficiencies that were noted during the inspection.

Items Excluded from this Agreement

- All required Testing & Inspections per NFPA 25. Only listed services noted above.
- Lift Equipment
- Drain Down Fees.
- Performance and payment bond.
- Premium time, double time, or shift differentials.
- City fees, permit fees, plan review fees.
- Warranty
- No modifications to system equipment.



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FIRE PROTECTION DIVISION
 Fire Protection Service / Inspections
FIRE SPRINKLERS SAVE LIVES
 T: 888.217.7055

Acceptance and Acknowledgement

Period of Performance: The service(s) described in this Agreement shall begin at 12:01AM on ____/____/____ and shall be automatically renewed and shall continue for a period of ____ (1-3-5) years, as accepted below, from this date until the same shall be terminated by either party provided written notice of termination is given within 30 days prior to the expiration of this Agreement or each subsequent anniversary date thereof. Customer shall pay to Shambaugh after the first inspection has been made, and annually thereafter in the same month as the first payment made in the first year. Said inspection(s) and test service (excludes repairs, maintenance, material and/or equipment). The price herein set forth contemplates all inspections to be done during regular working hours of regular working days. This price is for testing and inspection performed during regular hours (Monday – Friday 7:00 AM – 3:30 PM). If the Customer requires the inspection to be done during other than regular working hours, then Shambaugh's usual overtime rates shall be paid in addition to said price.

Annual Term Agreement: Upon the automatic renewal of this Agreement, the price set forth below shall be increased due to price escalation by the percentage identified by the Consumer Price Index for the region in which the inspected building sits ("CPI"). If the Agreement duration is annual, then the price will be increased by the CPI for the previous year at time of renewal.

Extended Term Agreement: The term of this Agreement will be extended as accepted below. If the Agreement is Extended Term the price will be increased by the cumulative CPI for each of the years covered by this Agreement prior to renewal. Such increases will be incurred by the same calculation for subsequent renewals. If the Extended Term option is selected, the Agreement will automatically renew at the expiration of the Extended Term for successive periods equal to the initial Extended Term. In the event this Agreement is terminated for any reason prior to the expiration date of the contemplated Extended Term or any subsequent Extended Term, Customer agrees to pay Shambaugh the amount of the full Extended Term Discount that Customer received during the Extended Term or any subsequent Extended Term. This is in addition to and not in lieu of any other rights or remedies Shambaugh may have.

Pricing:

Annual Sprinkler Systems	\$ 450.00	<input type="checkbox"/> Accepted
Quarterly Sprinkler Systems	<u>\$ 675.00</u>	<input type="checkbox"/> Accepted
	\$1,125.00	<input type="checkbox"/> Accepted

Total Agreement Pricing Accepted: \$ _____ .00 P.O. #: _____

Term Selection: Annual Three (3) Years Five (5) Years

Billing Address, (if different than Customer):

With acceptance of this agreement, customer becomes a Preferred Customer and will receive:

- Priority Emergency Service Response
- 10% off current year published Shambaugh & Son hourly rates
- Service Call discount of 10% on all materials purchased on behalf of the customer for repairs on all the systems covered under this agreement for all repairs and/or emergency service performed while this agreement is in effect.
- Union Labor rates change over time. Depending on the length of this agreement rates are subject to change.



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EXHIBIT B

n/a

EXHIBIT C

INSURANCE



PHYSICIANS REALTY TRUST

Turning care in real estate's needs into profit at a time

CERTIFICATE OF INSURANCE REQUIREMENTS

A current Certificate of Insurance and copies of applicable Endorsements are required before your company can provide any work on the property (and receive payment for said work) and must contain the following:

Coverages:

- Commercial General Liability including Personal Injury - \$2,000,000 minimum limit
Coverage must be primary & non-contributory
Per Project Aggregate required:
 - \$1,000,000 Per Occurrence
 - \$2,000,000 General Aggregate
 - \$1,000,000 Products and Completed Operations Aggregate
 - \$1,000,000 Personal and Advertising Injury
 - \$50,000 Fire Damage
 - \$5,000 Medical Payments
- Worker's Compensation and Employers Liability -- Statutory limits, Employers Liability \$1,000,000 minimum limit
 - Waiver of Subrogation Endorsement required for Worker's Compensation against Physicians Realty Trust, its subsidiaries and affiliated legal entities
- Auto Liability Insurance - \$1,000,000 minimum limit (combined single limit)
- Umbrella follow form of underlying coverages-
 - \$2,000,000 aggregate limit (for any vendor not listed below)
 - \$4,000,000 aggregate limit (for elevator contractors/contractors in use of scaffolding/roofing/electrical/structural and concrete contractors)

Additional Insured Parties:

- The following parties are required to be Additional Insured on the General Liability, Umbrella, and Auto Liability policies:

Physicians Realty Trust, its subsidiaries and affiliated legal entities, and its contracted facilities manager

Cancellation Clause:

- Should any of the above described policies be cancelled before the expiration date thereof, thirty (30) days' prior written notice should be provided to Certificate Holder

Certificate Holder:

- Physicians Realty Trust
309 N Water Street, Suite 500
Milwaukee, WI 53202

Please email the completed Certificate of Insurance to COI@DOCREIT.COM

309 N. Water Street | Suite 500 | Milwaukee, WI 53202 | www.docreit.com

Property: 1710 North Randall Road, Elgin, IL 60123 | Shambaugh & Son, L.P.



ADDITIONAL REMARKS SCHEDULE

AGENCY ***MARSH USA INC		NAMED INSURED SHAMBAUGH & SON, L.P. HAVEL BROS. DIV., ED GRACE DIV., ADVANCED SYSTEMS GROUP DIV., DYNALECTRIC MICHIGAN DIV., PRECISION CONTROLS OF INDIANAPOLIS 7614 OPPORTUNITY DRIVE / P.O. BOX 1287 FORT WAYNE, IN 46801	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Auto Physical Damage Comp / Coll Deductible \$500

In the event of cancellation or material change that reduces or restricts the insurance afforded by this Coverage Part (other than the reduction of aggregate limits through payment of claims as applicable), Insurer agrees to mail prior written notice of cancellation or material change to: Certificate Holder

Schedule

1. Number of days advance notice: For any statutorily permitted reason other than non-payment of premium, the number of days required for notice of cancellation as provided in paragraph 2 of either the Cancellation Common Policy Conditions or as amended by the applicable state cancellation endorsement is increased to the lesser of 60 days or the number of days required in a written contract.

For non-payment of premium, The greater of (1) the number of days required by state law or (2) the number of days required by written contract.

2. Name:

Notice will be mailed to: Certificate holder

POLICY NUMBER: BUA 6042969845
CARRIER: Continental Casualty Co

Business Auto Policy
Effective Date: 10/01/2016 - 10/01/2017

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Blanket Additional Insured - As Required By Contract

This endorsement modifies Insurance provided under the following:

Business Auto Coverage Form

Schedule

Name of person or organization:

Any person or organization for whom you are obligated to provide Business Auto Liability Insurance coverage as an additional insured by contract or agreement.

Paragraph 1. Who is An Insured (Section II - Liability Coverage) is amended to include as an Insured the person or organization shown in the schedule, but only with respect to liability arising out of the ownership, maintenance or use of a covered auto.

Our limit of liability for the additional insured will not exceed the limits of liability of this policy.

The inclusion of more than one insured in this policy will not operate to increase our limit of liability.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any Person or Organization for whom the Named Insured has agreed by written contract to furnish this waiver.

(This endorsement is not applicable in the states of California, Kentucky, New Hampshire, New Jersey, Missouri, Texas, and Utah.)

**This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)
Endorsement Effective: 10/01/2015 - 10/01/2017 Policy No: WC 6042969800**

Insurance Company: American Casualty Co. of Reading , PA

Countersigned by _____

POLICY NUMBER: GL 6042969862

CG 2010 10/93

Carrier: Continental Casualty Co

Effective date: 10/01/2016 - 10/01/2017

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED , OWNERS, LESSEES OR
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

All persons or organizations you are required by contract to add as an additional insured but only if the person or organization does not qualify as an additional insured with respect to work performed by or for you pursuant to that contract on another additional insured endorsement attached to and forming part of this policy.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.



Countersigned by _____
Authorized Representative

EMCOR GROUP, INC
POLICY NUMBER: GL 6042969862
EFFECTIVE DATE: 10-1-2016-10-1-2017

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Persons or organizations you are required by contract to add as an additional insured for Products-Completed Operations coverage and that contract expressly requires use of ISO Endorsement CG 2037 07/04 or its equivalent

Location(s) Of Covered Operations
AS PER THE WRITTEN CONTRACT OR WRITTEN AGREEMENT, PROVIDED THE LOCATION IS WITHIN THE "COVERAGE TERRITORY" OF THIS COVERAGE PART

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at

the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard."

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Shambaugh & Son, LP		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <small>Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</small> <input checked="" type="checkbox"/> Other (see instructions) ▶ Limited Partnership		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) PO Box 1287		Requester's name and address (optional)
	6 City, state, and ZIP code Fort Wayne, IN 46801		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

			-			-			
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or

Employer identification number

3	5	-	0	9	6	5	4	1	2
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Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶ 1/10/17
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filed-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Vendor Contact Information Form

Vendor Name: Shambaugh & Son LP
 Office Number: (630)725-0500 Office Fax: (630) 725-0700

Billing Contact	Mailing Address	Contact Number	Email Address
Frank Feichter	PO Box 1287 Fort Wayne, IN 46801	(260) 487-7777	ffeichter@shambaugh.com

Daily Contact(s)	Title	Office Number	Cellphone Number	Email
Mike Stockman	Inspections		(331) 208-3601	mstockman@shambaugh.com
Beth Jones	Service Coord.		(630) 514-2770	bethjones@shambaugh.com

After Hours Emergency Contact(s)	Title	Office Number	Cellphone Number	Email
(888) 217-7055	24/7 Call Line			
Kyle Gansel	Director Serv		(630) 514-8434	kgansel@shambaugh.com
Jason Cormany	Service Sales		(630) 514-1550	jcormany@shambaugh.com