

MASTER ELEVATOR SERVICE AGREEMENT

November 1, 2016

This Master Elevator Service Agreement ("Agreement") is entered as of ~~August 1, 2016~~, by and between the Owner and Contractor (each as defined in Section 1, below), in conjunction with the work being performed at the Property (as defined in Section 1, below) by Contractor. The Contractor's proposal attached hereto as Exhibit A (the "Proposal"), the Property List attached hereto as Exhibit B and the Property Site Amendment attached hereto as Exhibit C 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: See Property List (Exhibit B) Future Properties to be added via Exhibit C (Property Site Amendment)

Owner: Physicians Realty L.P.

Work (see Exhibit A): Furnish all labor and materials in conformance with the attached Exhibit A

Contractor: ThyssenKrupp Elevator Corporation

Contractor Federal I.D. Number: *62-1211267*

Contractor's Address: *114 Townpark Dr, Ste 300, Kennesaw, GA 30144*

Contractor's Telephone Number: *810-217-6699*

Contractor Representative: Matt Mitchell

Commencement Date: ~~August 1, 2016~~ *November 1, 2016* Completion Date: ~~July 31, 2021~~ *October 31, 2021*

2. Contract Term. Unless earlier terminated pursuant to the terms of this Agreement, the term of this Agreement shall be from the Commencement Date to the Completion Date and shall automatically renew for one (1) year as provided in the attached Proposal. Notwithstanding the foregoing, this Agreement may be terminated at the end of a five- or one- year term: (i) by either party with at least ninety (90) days written notice prior to the end of the applicable term, - or (ii) by Owner upon -thirty (30) days written notice following a breach of this Agreement by Contractor (for non-performance/default of individual properties), except that the Contractor shall have -thirty (30) days after such notice to cure the breach. For the purposes of clarity, the entire Agreement shall not be terminated in the event of non-performance/default at an individual site. In the event of such a termination, 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 and Contractor shall refund to Owner any unearned portion of the Contract Amount w/in 10 days after termination. Contractor shall not be entitled to recover any lost profit for the Work not performed or other consequential or incidental damages. Further, Contractor shall not be liable for consequential damages consisting of loss of income, loss of profit or loss of revenue. Upon termination of this Agreement, Contractor shall immediately vacate the Property.

3. Contract Amount. Payments shall be made on an annual basis, due on or before the last day of the month prior to the billing period, beginning January 1, 2017, in exchange for a 4% discount. In order to align the existing contract billing dates, all properties included in this portfolio as outlined in Exhibit B, ~~shall receive a semi-annual bill from July 1, 2016 through December 31, 2016.~~ The Contract Price

will be adjusted annually, beginning January 1, 2018, to reflect increases or decreases in material and labor costs shown by the index of "Producer Commodity Prices for Metals and Metal Products" published by the U. S. Department of Labor, Bureau of Labor Statistics and the percent increase or decrease in the straight time hourly labor cost paid to elevator examiners where the work is to be performed, but shall not exceed Four Percent (4%) annually. Pricing for the portfolio is noted in Exhibit B. Changes in the volume discount % will be processed effective the 1st day of the following month. If Owner reaches a new discount level in a current month, the % discount increase will be processed the following month. Credits generated by this discount increase will be eligible to be applied to a future invoice, or refunded via check, at Owner's option.

Number of Units	Discount
25 to 39	2%
40 to 59	3%
60 to 84	4%
85 to 109	5%
110 to 149	6%
150 to 249	7%
250 to 349	8%
350 to 449	9%
450 and over	10%

4. Scope of Work.

A. Contractor shall fully perform the services described in the Contract Documents (the "Work"), except to the extent specifically indicated in the Contract Documents to be the responsibility of others. Contractor shall diligently pursue completion of the Work and shall coordinate with other trades as necessary to complete the Work in a timely manner. Contractor, at its sole cost and expense, shall provide all labor, materials, tools and equipment necessary for the performance of the Work.

B. Contractor shall be responsible for the supervision and direction of its employees and any approved subcontractors, suppliers and material men performing the Work 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. Owner shall have the right to require that any Contractor employee, sub-contractor or supplier 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. Owner shall provide written notification to Contractor outlining the specific reason(s).

C. 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 subcontractors and/or suppliers 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 subcontractor or supplier in Owner's reasonable discretion. Further notwithstanding anything herein to the contrary, no Owner approval is required with regard to subcontractors and suppliers retained by Contractor in connection with providing services to a tenant to the

extent that tenant is authorized to perform such work on the Property and has retained Contractor to perform such work under a separate agreement.

D. Contractor shall not interfere with the access to or disrupt the business activities of occupants of the Property, or any of their respective employees, agents, guests or invitees.

E. 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.

F. 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 and deduct the expense incurred by Owner from the Contract Sum.

G. Contractor shall obtain and pay for all permits, licenses and approvals from all governmental authorities having jurisdiction over the Property and/or the Work which are necessary to perform the Work. The cost of any such permits, licenses, and approvals is included in the Contract Sum, and Owner shall not be separately responsible therefor.

H. 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.

I. 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 ("HIPAA"), 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.

5. **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, but such inspection(s) shall not relieve Contractor of any duty to ensure that the Work conforms to applicable codes, laws, rules, ordinances, and regulations and the requirements contained in the Contract Documents.

6. **Insurance.** During the term of this Agreement, Contractor shall maintain the insurance set forth on **Exhibit D** for its business operations.

7. **Indemnification.** Notwithstanding any other provision to the contrary, Contractor agrees to indemnify and hold Owner harmless to the extent caused by Contractor's negligent acts or omissions, or the negligent acts or omissions of Contractor's employees, agents and subcontractors during the performance of this Agreement, but not to the extent caused by others. Each party shall defend itself in the event of a lawsuit.

8. **Compliance with Laws.** Contractor agrees to abide by Owner's Safety Policy as long as said policy is not in conflict with Contractor's own Safety Policy. Contractor agrees to accept liability for the cost of penalties incurred by Owner's pursuant to governing Occupational Health & Safety acts that result from Contractor's acts or omissions on the condition that the cost of any similar penalties imposed on Contractor because of Owner's acts or omissions or anyone employed by Owner shall be borne by Owner.

9. **Assignment.** Contractor shall not assign, subcontract or otherwise transfer its obligations and rights under this Agreement without the prior written consent of Owner. Owner may assign this Agreement in its sole discretion.

10. **Default.** Owner may terminate this Agreement, with cause, upon five (5) days written notice to Contractor.

11. **Warranty.**

A. Contractor warrants that all of the Work shall conform to the requirements of the Contract Documents and applicable codes, laws, rules, ordinances and regulations, and Work not completed in accordance with the terms of the Contract Documents or applicable codes, laws, rules, ordinances and regulations shall be considered defective and 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"). In lieu of Contractor repairing or replacing the Work and/or the damaged portions of the Property, and if consented to by Owner, Contractor may pay Owner the cost thereof. All materials and equipment provided by Contractor will be new, unless otherwise identified in the Contract Documents or agreed to by Owner in writing. Any warranty for preventive maintenance services (as distinguished from the parts such preventative maintenance services serviced) shall cease upon the termination of Property Site Amendment.

B. 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 time 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.

C. Contractor shall assign to Owner all manufacturers' and suppliers' warranties, express or implied, respecting any part of the Work which Contractor and/or its subcontractors receive during a calendar year no later than the earlier of: (i) payment of the next required Contract Sum; or (ii) termination or expiration of this Agreement. The assignments, copies of all warranties and all product operation manuals for proper use and maintenance of equipment, in a form reasonably acceptable to the Owner, shall also be conveyed to the Owner upon payment of the Contract Sum. Contractor's warranty is limited to the repair or replacement, at Contractor's direction of defective materials and the correction of defective workmanship within a reasonable time for defects that are reported to Contractor during the term of this Agreement. THIS EXPRESS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

12. **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. Contractor will provide union labor and will make reasonable efforts to ensure that Contractor will work in harmony with others. To effect this, Contractor agrees to provide sufficient workers, equipment and materials for prompt and diligent prosecution of the work.

13. **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 performance

under the Contract Documents. 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 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. Contractor agrees to indemnify and hold Owner harmless from any claims or costs in connection with such liens. Notwithstanding the above, and, if applicable, Contractor reserves the right to file a valid mechanic's lien.

14. Prohibited Activities. The Property is a 100% smoke free area; no smoking by Contractor or its employees, subcontractors or agents is permitted. Contractor shall also supervise its employees, subcontractors, agents and suppliers to (i) prevent loud music that is objectionable to Owner or tenants/occupants of the Property from emanating from the area in which Work is being performed; and (ii) ensure that they do not wear clothing that displays publicly unacceptable wording, images or expressions or that is otherwise not in compliance with generally accepted rules for the workplace.

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.

16. Notices. All notices, demands, statements and communications by either party to the other hereunder shall be in writing and shall be given by personal delivery or by U.S. certified mail, postage prepaid and addressed to the address set forth herein. Notices shall be deemed to be delivered the earlier of (a) the date received, or (b) five (5) business days after having been deposited with the United States Postal Service, postage prepaid. Either party may change the address for notice by giving notice of a new address to the other party.

To Owner: **Physicians Realty L.P.**
309 North Water Street, Suite 500
Milwaukee, WI 53202

To Contractor: **ThyssenKrupp Elevator Corporation**
114 Town Park Drive NW, Suite 300
Kennesaw, GA 30144
Attn: International Account Contract Administrator

17. 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.

18. Miscellaneous.

A. In the event that any provision of this Agreement should be held to be void, voidable or unenforceable, the remaining portions hereof shall remain in full force and effect.

B. This Agreement may be amended only in writing signed by the parties hereto, and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

C. The rights and duties arising under this Agreement shall be governed by the laws of the jurisdiction in which the Work is performed.

D. Contractor shall not disclose any of the Owner's information to which the Contractor has access through performance of the Work hereunder to any third party or use such information for any purpose other than the performance of the Work hereunder.

E. Contractor agrees that time is of the essence with respect to the performance of the Work, and that Contractor will at all times deliver sufficient materials and labor required to perform the Work in a timely manner.

F. This Agreement may be signed in multiple counterparts, each of which shall be treated as an original but which, when taken together, shall constitute one and the same instrument.

[Signatures located on following page.]

OWNER:

PHYSICIANS REALTY L.P.

By: Physicians Realty Trust,
its General Partner

By: David Domres
Name: David Domres David Domres
Title: VP, 11/3/2016

CONTRACTOR:

THYSSENKRUPP ELEVATOR CORPORATION

By: Matt Mitchell
Name: Matt Mitchell
Title: National Accts Mgr
11-3-16

EXHIBIT A

PROPOSAL

1. PERFORMANCE

Contractor will provide the services and/or scope of work applicable to all vertical transportation Equipment described on any fully executed and properly delivered Master Elevator Service Agreement and/or Property Site Amendment (the "Equipment") on the terms and conditions set forth in this Agreement (the "Services"). The term "Property" hereinafter will refer to the real property of the Owner on which the Equipment is located. Contractor will use trained personnel directly employed and supervised by Contractor or sub-contractors. They will be qualified to keep Owner's Equipment properly adjusted, and they will use all reasonable care to maintain that Equipment in proper operating condition. Contractor will regularly and systematically examine, adjust and lubricate as required, and, in Contractor's sole opinion, if conditions warrant, Contractor will repair or replace all equipment parts and devices not specifically excluded by this Agreement.

The Services shall be performed in a diligent and first class manner, with quality supplies, materials, equipment and workmanship and in such a manner so as to minimize the possibility of any annoyance, interference, or disruption to tenants or other occupants of the Property and their invitees. Upon completion of the Services, Contractor shall restore the Property to its original condition and shall leave the Property clean and free of all tools, equipment, waste materials and rubbish.

Contractor will service Owner's Equipment and its component parts in their present condition with the understanding that Contractor shall neither be required nor obligated to service, make renewals or repairs upon the Equipment by reason of negligence, obsolescence, misuse of the Equipment, loss of power, blown fuses, tripped stop switches, theft, vandalism, explosion, fire, power failure, water damage, storm, lightning, nuisance calls or by any other reason or any other cause beyond Contractor's control, except ordinary wear and tear from the commencement date of this Agreement. With the passage of time, equipment technology and designs will change. If any part or component of any Equipment described in the most recent Property Site Amendment cannot, in Contractor's sole opinion, be safely repaired and is no longer stocked and readily available from either the original Equipment manufacturer or an aftermarket source, that part or component shall be considered obsolete. Owner will be responsible for all charges associated with replacing that obsolete part or component as well as all charges required to ensure that the remainder of the Equipment is functionally compatible with that replacement part or component. In addition, Contractor will not be required to make any changes or recommendations in the existing design or function of the unit(s) nor will Contractor be obligated to install new attachments or parts upon the Equipment as recommended or directed by insurance companies, governmental agencies or authorities, or any other third party. Any work not specifically covered under this Agreement shall be at Owner's sole expense.

The Contractor may propose changes to the Services by informing the Owner in writing. To be binding, such changes must be approved by authorized representatives of both parties in writing. The Parties may also, at any time, agree to add new Services at agreed prices to be

covered by this Agreement. To be binding, such additions must be approved by corresponding authorized representatives of both parties in writing.

Pledge of Owner Satisfaction

- 1.1 In the event that Owner elects to undertake an audit of the service provided under this Agreement and the most recent Property Site Amendment, such audit must be announced in writing at least ten (10) working days in advance. If any non-compliance is identified in writing to the Contractor at the address set forth in this Agreement, whether pursuant to an audit or under any other circumstances, the Contractor will begin to take appropriate measures to remedy such non-compliance within thirty (30) days thereafter.
- 1.2 The Owner and the Contractor shall appoint appropriate personnel to meet regularly at local and global levels and at such intervals as is deemed necessary to enable the parties to discuss and review the performance of both parties of their respective obligations under this Agreement and the most recent Property Site Amendment. The reviews will take place in order to:
 - a) Monitor the effectiveness and efficiency with which this Agreement and the most recent Property Site Amendment are being implemented;
 - b) Agree to mutual objectives and timescales;
 - c) Assess the overall performance of this Agreement by each party;
 - d) Review business implications, targets and risks;
 - e) Review whether this Agreement is being conducted in the spirit it was intended; and
 - f) Assess, under this review process, the need to amend or update the performance criteria included in this Agreement.

2. INDEPENDENT CONTRACTOR RELATIONSHIP:

Contractor shall assume all duties under this Agreement as an independent contractor, and shall not be deemed for any purpose to be an agent, servant, or representative of Owner. Owner shall have no direct control of Contractor, its agents, or subcontractors in the performance of the work hereunder. Nothing contained herein shall be construed to be inconsistent with such independent contractor relationship.

3. BY HIGHLY-TRAINED CONTRACTOR PROFESSIONALS:

Contractor employs and supervises elevator technicians who are among the most trusted in the industry and who will provide all maintenance courteously and dependably. Contractor's elevator technicians receive ongoing training in general equipment development as well as advancements made to Owner's specific Equipment.

4. ASSURANCE OF CONTRACTOR'S STANDARD OF QUALITY:

To help increase elevator performance and decrease downtime, Contractor's technicians utilize the latest industry methods and technology available to Contractor for Owner's specific brand of Equipment. They will be equipped with the tools, documentation and knowledge to troubleshoot Owner's unique system.

Behind Contractor's technicians is a team devoted to elevator excellence. Technicians are

supported around the clock by a family of engineers and field support experts. Contractor's International Technical Support facility in Texas continuously researches advancements in the industry and in Owner's Equipment.

5. EXTENT OF COVERAGE:

Contractor will perform the following Services with respect to any Equipment described on the most recent Property Site Amendment:

5.1 TRACTION ELEVATORS:

Contractor agrees to and shall maintain the traction elevator Equipment described on the most recent Property Site Amendment on the following terms and conditions:

5.1.1 Contractor will use trained employees directly employed and supervised by Contractor. Such employees shall be qualified to keep the Equipment properly adjusted, and Contractor will use all reasonable care to maintain the Equipment in proper and safe operating condition.

5.1.2 Contractor will regularly and systematically examine, adjust, clean and lubricate the following as required, and if conditions warrant, repair or replace the same:

5.1.2a Machine worm gear, thrust bearings, drive sheave, drive sheave shaft bearings, brake pulley and brake coil, contact linings and-component parts;

5.1.2b Motor and motor generator, motor windings, rotating element, commutator, brushes, brush holders and bearings;

5.1.2c Silicon control rectifiers, reactors, filters, heat sinks, amp traps, transducers, and all control components;

5.1.2d Controller, selector and dispatching equipment, leveling devices and cams, all relays, solid state components, resistors, condensers, transformers, contacts, leads, dash pots, timing devices, computer and micro computer devices, steel selector cable or tape, and mechanical and electrical driving equipment;

5.1.2e Governor, governor sheave and shaft assembly, bearings, contacts, and governor jaws;

5.1.2f Deflector or secondary sheave, bearings, car and counterweight guide rails, top and bottom limit switches, governor tension sheave assembly, compensating sheaves assembly, counterweight and counterweight guide shoes including rollers or gibs;

5.1.2g Hoistway door interlocks and hangers, bottom door guides and auxiliary door closing devices and all fastening devices and associated reinforcement in attached components;

5.1.2.h Hoistway entrance door sill areas beyond the entrance frame opening;

will be cleaned.

5.1.2i Automatic power operated door operator, car door hanger, car door contact, door protective device, car ventilation system platform, load weighing equipment, car safety mechanism, elevator car guide shoes, gibs or roller;

5.1.3 Contractor shall maintain the individual minimum performance standards defined below:

5.1.3a "Start to Stop Time" as measured from the moment the car begins motion till the time it stops for a single floor run.

5.1.3b "Door Open Time" as measured from the fully closed door position to a fully open stopped position.

5.1.3c "Door Close Time" as measured from the fully open door position to a fully closed stopped position. Door closing pressure shall not exceed 30 lbs.

5.1.3d "Leveling Accuracy" as measured from car sill to landing sill at a fully stopped position under all load conditions.

5.1.3e "Rated Speed" as the same shall be that noted and shall not vary by more than 5% regardless of direction or load.

5.1.4 Contractor shall maintain the Rated Speed in feet per minute, the original performance time, including acceleration and retardation as designed and installed by the manufacturer and perform the necessary adjustments as required to maintain the original Door Open Time and Door Close Time, within limits of applicable codes, or to adjust and maintain revised Door Open Time and/or door close Time upon direction of Owner.

5.1.5 Contractor shall maintain smooth ride quality, smooth acceleration and deceleration and comfortable stop.

5.1.6. Contractor shall maintain positive and quiet door operation with rapid and smooth checking at limits of travel. Contractor shall annually, check the group dispatching systems and make necessary tests to insure that all circuits and time settings are properly adjusted and that the system performs as designed and installed by the manufacturer or to adjust and maintain revised settings upon direction of Owner.

5.1.7 Contractor shall examine periodically all safety devices and governors and conduct an annual no-load test.

5.1.8 Contractor shall calibrate load-weighing devices to Owner's selected settings, after annual and, as applicable, five-year safety tests are conducted.

5.1.9 Contractor shall renew all wire ropes as often as is necessary to maintain an adequate factor of safety; equalize the tension on all hoist and compensation ropes, lubricate ropes appropriately and when necessary remove all residue and accumulated deposits from the rope surface and shorten ropes and chains as required to provide legal and reasonable

bottom clearances.

5.1.10 Contractor shall repair or replace conductor cables and hoistway and machine room elevator wiring in such a way as to maintain the percentage of spare conductors present at the acceptance of the NFA Location Rider. In no case shall the number of spare conductors be less than 5%.

5.1.11 Contractor shall furnish lubricants compounded to the manufacturer's rigid specifications.

5.1.12 Contractor shall make other safety tests recommended or directed by all applicable governmental authorities in force at the time of the acceptance of the Property Site Amendment. Contractor shall not be required to install new attachments on the elevators recommended or directed by insurance companies, or by governmental authorities, nor to make replacements with parts of a different design recommended or directed by insurance companies, or by governmental authorities.

5.1.13 Contractor shall coordinate all testing requiring an independent witness or inspector with the Owner's appointed representative.

5.1.14 Contractor shall not be required to make renewals or repairs necessitated by reason of Owner's negligence or Owner's misuse of the Equipment or by reason of any other cause beyond Contractor's reasonable control except ordinary wear and tear.

5.1.15 Contractor shall also maintain, and if conditions warrant, repair or replace the following auxiliary Equipment:

5.1.15a All handicap devices;

5.1.15b All elevator related earthquake devices if applicable

5.1.16 Contractor shall have no responsibility for the following items of Equipment, which are not included:

5.1.16a the finishing, repairing, or replacement of cab enclosure, hoistway door panels, door frames, sills, car flooring, floor covering, lighting fixtures, light bulbs and tubes, main line power switches, breaker, feeders to controller, alignment of elevator guide rails, smoke and fire sensors, fire service reports, air conditioners and all other items as set forth and excluded in this Agreement. Elevator signal light bulbs will be replaced during regular service calls.

5.2 HYDRAULIC ELEVATORS:

Contractor agrees to and shall maintain the hydraulic elevator Equipment described on the most recent Property Site Amendment under the same terms and conditions described under 5.1 entitled "Traction Elevators," as the same are applicable to hydraulic elevators, with the following additions:

5.2.1 Contractor shall have no responsibility for the following items of Equipment in addition to those listed in provision 5.1.16a above: the finishing, repairing, or replacement of cab enclosure, hoistway door panels, door frames, sills, car flooring, floor covering, lighting fixtures, light bulbs and tubes, main line power switches, breaker, feeders to controller, hydraulic elevator jack, hydraulic elevator outer casing, any type of underground piping or other material, alignment of elevator guide rails, smoke and fire sensors, fire service reports, air conditioners and all other items as set forth and excluded in this Agreement. Elevator signal light bulbs will be replaced during regular service calls.

5.2.2 Filters, mufflers and muffler components are included.

5.2.3 Contractor shall periodically examine all safety devices and conduct pressure tests and other tests required by ANSI A1 7.1 or other applicable codes.

5.2.4 Contractor shall periodically conduct an inspection of hydraulic fluid to detect contaminants and assure proper viscosity, make necessary corrections and replace fluid as required and furnish hydraulic fluid compounded to the manufacturer's rigid specifications.

5.2.5 Contractor shall clean excessive fluid leakage from pump pans, cylinder heads, machine room and pit floors.

6 PARTS INVENTORY

Contractor maintains a comprehensive parts inventory to support its field operations. Replacement parts are stored throughout North America in Contractor's facilities and are normally available as necessary. Most specialized parts are available within 24 hours, seven days a week. All replacement parts used in Owner's Equipment will be new or refurbished to meet the quality standards of Contractor.

7 TESTING

Contractor will, at its discretion and expense, perform governor and safety tests on traction elevators or annual relief pressure tests on hydraulic elevators per local and State codes. Contractor assumes no responsibility for the operations of the governor or safety on traction elevators, or the hydraulic system on hydraulic elevators, under the terms of this Agreement until all applicable and governmentally-mandated tests have been made. Should the systems not meet applicable safety code requirements, it shall be the responsibility of the Owner, at its sole cost, to make necessary repairs and to place the Equipment in a condition, which will be acceptable for coverage under the terms of this Agreement. Contractor shall not be liable for damage to the building structure or the elevator resulting from any testing of any type or kind at any time.

8 COMPLIANCE WITH LAWS:

The rights and duties arising under this Agreement shall be governed by the laws of the State in which the Property is located. In performing the Services required under this Agreement, Contractor shall comply with all applicable federal, state, county, and municipal statutes, ordinances and regulations. In the event that any portion of this Agreement is determined to be against public policy or statute, then all other provisions shall remain in full force and effect.

9 TERM:

Refer to Master Elevator Service Agreement, Section 2.

10 AFTER HOURS WORK

All Services are to be provided during Contractor's regular working hours of 8:00am-4:30pm its regular working days unless otherwise specified below..

For the most recent fully executed Property Site Amendment with specified Properties marked as "**Gold**," Quarterly service will be performed and for any overtime work requested by the Owner, Owner agrees to pay Contractor overtime labor at Contractor's normal billing rates, including travel time, travel expenses, and time spent on the Property.

For the most recent fully executed Property Site Amendment with specified Properties marked as "**Platinum**," Quarterly service will be performed and for any overtime work requested by the Owner, Owner agrees to pay Contractor for the difference between regular and overtime labor at Contractor's normal billing rates, including travel time, travel expenses, and time spent on the Property.

For the most recent fully executed Property Site Amendment with specified Properties marked as "**Platinum Premier**," Quarterly service will be performed and for overtime calls involving one mechanic, Contractor will include Contractor's services at no additional cost.

11 PRICING:

Refer to Master Elevator Service Agreement, Section 3.

Since Contractor's costs to provide Owner with the Services may increase, the Contractor shall review and adjust the Monthly Payment Amount for each NFA Location Rider at the end of each twelve (12) month period. Hundred percent (100%) of the Agreement price for each NFA Location Rider shall be adjusted to reflect any increase in labor costs based on the straight time rate of elevator mechanics in the local area where the Property is located. The annual increase shall not be more than 4% per year.

12 INSURANCE REQUIREMENTS:

Refer to Master Elevator Service Agreement, Section 6.

13 OWNER RESPONSIBILITIES:

Product Information. Owner agrees to provide Contractor with current wiring diagrams that reflect all changes, parts catalogs, and maintenance instructions for the Equipment covered by this Agreement. Owner agrees to authorize Contractor to produce single copies of any programmable device(s) used in the Equipment for the purpose of archival back up of the software embodied therein. These items will remain Owner's property.

Safety. Owner agrees to instruct or warn passengers in the proper use of the Equipment and to keep the Equipment under continued surveillance by competent personnel to detect irregularities between elevator examinations. Owner agrees to report immediately any condition that may indicate the need for correction before the next regular examination. Owner agrees to shut down the Equipment immediately upon manifestation of any irregularities in operation or appearance of the Equipment, notifying Contractor at the address and phone number listed on Master Elevator Service Agreement or Property Site Amendment at once, and written notice within ten (10) days after any occurrence or accident in or about the elevator. Owner agrees to provide Contractor's personnel a safe place in which to work. Contractor reserves the right to discontinue work in the building whenever, in Contractor's sole opinion, Contractor's personnel do not have a safe place in which to work. Owner agrees to provide a suitable machine room including secured doors, waterproofing, lighting, ventilation and heat to maintain the room at a temperature of 50°F minimum to 90°F maximum. Owner also agrees to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, Owner will contract with others for removal and the proper handling of such liquids.

Other. Owner agrees not to permit others to make alterations, additions, adjustment, or repairs or replace any component or part of Equipment during the term of Master Elevator Service Agreement. Owner agrees to accept Contractor's judgment as to the means and methods to be employed for any corrective work under this Agreement. In the event of the sale, lease or other transfer of the elevator(s) or Equipment described in the most recent Property Site Amendment, or the premises in which they are located, Owner agrees to see that such successor is made aware of that Property Site Amendment and this Agreement and assumes and agrees to be bound by the terms of those documents for the balance of the Property Site Amendment, and subject to termination herein provided, or otherwise be liable for the full unpaid balance due for the full unexpired term of the Property Site Amendment.

Items Not Covered. Contractor does not cover cosmetic, construction, or ancillary components of the elevator system, including the finishing, repairing or replacement of the cab enclosure, ceiling frames, panels, and/or fixtures, hoistway door panels, door frames, sills, car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, main line power switches, breaker(s), feeders to controller, hydraulic elevator jack outer casing, buried piping, alignment of elevator guide rails, smoke and fire sensors, fire service reports, intercommunication devices, security systems not installed by Contractor, batteries for emergency lighting and lowering, air conditioners, heaters, ventilation fans and all other items as set forth and excluded in this Agreement.

14 EXCLUSIVITY

This Agreement is an exclusive frame agreement, which means that the Owner only undertakes to buy the Services, or parts thereof, from the Contractor for a period of five (5)

years from the date that this Agreement is fully executed.

15 EXCUSABLE DELAYS

The Contractor shall not be liable for delay in performing or for failure to perform its obligations under this Agreement or the most recent Property Site Amendment if such delay or failure results from any of the following causes: (i) Acts of God, (ii) the act of any government or authority (including the denial or cancellation of any export license or other necessary license), (iii) the outbreak of wars, terrorism, insurrections, (iv) fire, explosion, flood (v) and strike, lock-out or other industrial action which is beyond the Contractor's control or (vi) any other cause of any nature which is beyond the applicable Contractor's control.

16 TERMINATION AND REMEDIES

Refer to Master Elevator Service Agreement, Section 2.

17 ASSIGNMENT

Refer to Master Elevator Service Agreement, Section 9.

18 HEALTH & SAFETY, ENVIRONMENTAL AND QUALITY

The Contractor and the Owner shall work towards the prevention of accidents aiming for zero accidents and the creation of a safer work environment.

19 ETHICAL COMMITMENT

The Contractor has an extensive corporate compliance program and its employees are expected to maintain the highest level of ethical and legal conduct at all times during the term of the Agreement and expects the Owner to act in a like manner. Should the Owner suspect that the Contractor or its employees have engaged in any illegal or unethical conduct, such suspicions must be reported through the Contractor's toll-free compliance hotline at 1-866-572-1739.

20 MISCELLANEOUS

Refer to Master Elevator Service Agreement, Section 18.

21 NOTICES:

Refer to Master Elevator Service Agreement, Section 16.

EXHIBIT C

PROPERTY SITE AMENDMENT

(See attached)

EXHIBIT B

PORTFOLIO SUMMARY AND PRICING

Property Id	Owner Name	Building Name	Address	Monthly Price	Type of Contract	Hydro cou	Fractl
al_0002	DOC - 1701B Pelham Road South MOB, LLC	Brookstone Physician Center	1701-B Pelham Road S Jacksonville, AL 36265	\$ 206.56	Gold	1	
fl_0008	DOC - Oaks LadyLake MOB, LLC	Oaks Medical Building	8550 NE 138th Lane Lady Lake, FL 32159	\$ 141.49	Gold	1	
ga_0010	DOC - PDMC Atlanta LLC	Peachtree Dunwoody MOB Center	5505 Peachtree Dunwoody Road Atlanta, GA 30342	\$ 2,831.55	Platinum	1	3
la_0003	DOC-9118 Bluebonnet Centre Boulevard MOB, L	Baton Rouge Surgery Center	9778 Bluebonnet Centre Boulevard Baton Rouge, LA 70809	\$ 252.11	Platinum	1	
mn_0001	DOC - 3400 West 66th Street MOB, LLC	Southdale Place	3400 W. 66th Street Edina, MN 55435	\$ 764.54	Platinum		2
mn_0005	DOC - 1155 County road E MOB, LLC	Vadnais Heights	1155 County Rd E Vadnais Heights, MN 55110	\$ 139.18	Platinum	1	
ny_0003	DOC - CCP MOBS LLC	Calkins 125	125 Red Creek Dr. Rochester, NY 14623	\$ 201.03	Platinum	1	
ny_0004	DOC - CCP MOBS LLC	Calkins 200	200 Red Creek Dr. Rochester, NY 14623	\$ 201.03	Platinum		
ny_0005	DOC - CCP MOBS LLC	Calkins 300	300 Red Creek Dr. Rochester, NY 14623	\$ 180.93	Platinum	1	
ny_0006	DOC - CCP MOBS LLC	Calkins 400	400 Red Creek Dr. Rochester, NY 14623	\$ 180.93	Platinum	1	
ny_0007	DOC - CCP MOBS LLC	Calkins 500	500 Red Creek Dr. Rochester, NY 14623	\$ 180.93	Platinum	1	
oh_0004	DOC - 3100 Plaza Properties Boulevard MOB, LLC	Zangmesiter Cancer Center	3100 Plaza Properties Boulevard Columbus, OH 43219	\$ 609.41	Gold	3	
oh_0005	DOC - 9085 Southern Street Mob, LLC	South Point Medical Center	9085 Southern Street Orient, OH 43146	\$ 188.48	Gold	1	
oh_0007	DOC - 560 North Cleveland Avenue MOB, LLC	Orthopedic One - Westerville	560 North Cleveland Avenue Westerville, OH 43082	\$ 210.79	Gold	1	
pa_0005	DOC - 32 Northeast Drive MOB, LLC	Laub Pinnacle - 32 Northeast Dr	32 Northeast Dr. Hershey, PA 17033	\$ 181.99	Platinum	1	
pa_0007	DOC - 4518 Union Deposit MOB, LLC	Laub Pinnacle - 4518 Union Deposit	4518 Union Deposit Harrisburg, PA 17111	\$ 176.53	Platinum	1	
pa_0009	DOC- 2625 Market Place MOB, LLC	Laub Pinnacle - Market Place	2625 Market Place Harrisburg, PA 17110	\$ 182.62	Platinum	1	
wa_0001	DOC - 7308 Bridgeport Way W MOB LLC	Bridgeport	9085 (11307) Bridgeport Way W Lakewood, WA 43146	\$ 226.28	Platinum	1	
mo_0002	DOC-633 Emerson Road MOB, LLC	Emerson Medical Building	633 Emerson Road Creve Coeur, MO 63141	\$ 240.00	Platinum		4
tx_0015	DOC-17270 Red Oak Drive MOB, LLC	KSF Orthopaedic	17270 Red Oak Drive Houston, TX 77090	\$ 584.54	Platinum	2	
mn_0009	DOC-300 Lake Drive East MOB, LLC	Chanhassen	300 Lake Drive East Chanhassen, MN 55317	\$ 496.29	Platinum	3	
ky_0004		Jewish Medical Plaza I	100 E. Liberty Street Louisville, KY	\$ 754.60	Gold		2
ky_0007 & ky_0005		Jewish OCC Condo Building & KentuckyOne Medical Plaza II	225 Abraham Flexner Way & 250 E. Liberty St, Louisville, KY	\$ 2,747.42	Gold	4	7
ky_0008 & ky_0010		St. Mary - Caritas Medical I & III	4402 & 4500 Churchman Ave Louisville, KY	\$ 974.23	Gold	4	
ky_0009		St. Mary - Caritas Medical II	1900 Bluegrass Ave Louisville, KY	\$ 649.48	Gold	2	
ky_0006		Jewish Medical Center - East	3920 Dutchman's Lane Louisville, KY	\$ 3,899.16	Gold	1	10
tn_0007		Missionary Ridge MOB (Memorial East Building)	725 (721) Glenwood Rd., Chattanooga, TN	\$ 429.87	Platinum Premier	2	
tx_0019 & tx_20		Cardwell Professional Building & Medical	1111 & 1105 West Frank Ave., Lufkin, TX	\$ 6,074.16	Platinum	9	8
wa_0003		Physicians Medical Center	1624 S. "I" Street, Tacoma, WA	\$ 441.48	Platinum	2	
wa_0004 & wa_0005		St. Joseph Office Medical Clinic & St. Joseph Medical Pavilion	1708 & 1802 S. Yakima Street, Tacoma, WA	\$ 1,142.24	Platinum		2
wa_0009		St. Francis MOB	34509 9th Avenue S, Federal Way, WA	\$ 490.54	Platinum	2	
wa_0006		Gig Harbor, Franciscan Medical Pavilion	6401 Kimball Drive, WA	\$ 233.00	Platinum	1	
wa_0008		Franciscan Health Service Center and Garage	1149 Market Street, WA	\$ 233.00	Platinum	1	
wa_0007		Franciscan Education & Support Center	2420 S State Street, Tacoma, WA	\$ 233.00	Platinum	1	
			Total Units 90	\$ 26,679.39		52	38
				90			

**MASTER ELEVATOR SERVICE AGREEMENT
PROPERTY SITE AMENDMENT # _____**

This Property Site Amendment is made as of this ____ day of _____, _____ by and between Physicians Realty L.P. ("Owner") and ThyssenKrupp Elevator Corporation ("Contractor").

1. RECITALS

November 1, 2016

This Property Site Amendment is, for all purposes, a part of and supplements that certain Master Elevator Service Agreement (the "Agreement") between Owner and Contractor date ~~August 1, 2016,~~ for performance of elevator maintenance services. The terms and conditions of the Agreement are incorporated into this Property Site Amendment, provided that in the event of any conflict between the provisions of the Agreement and the express provisions of this Property Site Amendment, the provisions of this Property Site Amendment shall control 1. Properties, 2. Equipment, and 3. Monthly Maintenance Fee only.

This Property Site Amendment sets forth additional terms and conditions under the Agreement applicable to the Property hereinafter described.

2. PROPERTY

The Property covered by this Property Site Amendment is that certain building located at:

Entity Name: xxx
Building Name: xxx
Building Address: xxx

On-site Contact: xxx
On-site Contact Email: xxx
On-site Contact Phone: xxx

3. EQUIPMENT

This Property Site Amendment covers the following vertical transportation equipment located at the Property:

Description	No. of Hydraulic Elevators	No. of Traction Elevators	Stops
Passenger	0	0	0
Freight			

4. WORK

Contractor shall furnish all labor, supervision, materials, equipment, tools and all permits required to complete the work required to be performed by the Agreement with respect to elevators covered by this Property Site Amendment, in accordance with the terms of the Agreement.

The following special conditions and/or specifications are applicable for the Property Site:

- (a) **Hours:** All Work by Contractor shall be performed during Contractor's regular working hours of 8:00 am to 4:30 pm, Monday through Friday.
- (b) **Hourly Rates:** In the event supplemental services or improvements are requested by Owner, which are outside of the scope of this Agreement, Contractor shall provide such services at the following rates:

Time Period	Mechanic Rate	Team Rate
Normal	\$300.00 / Hr.	\$600.00 / Hr.
Overtime: Premium	\$300.00 / Hr.	\$600.00 / Hr.
Sundays/Holidays	\$300.00 / Hr.	\$300.00 / Hr.

\$600/hr

5. MONTHLY MAINTENANCE FEE

Owner shall pay Contractor for the faithful performance of the services required by Section 4 of this Property Site Amendment, at the price indicated hereafter:

Gross Contract Price: \$ _____ Per Month
Net Contract Price (after discount) \$ _____ Per Month

This Property Site Amendment will be added to Exhibit B (Portfolio Summary and Pricing as of 8.1.2016).

11.1.16

[Signatures located on following page.]

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written, the corporate parties by their officers duly authorized.

OWNER:

CONTRACTOR:

PHYSICIANS REALTY L.P.

THYSSENKRUPP ELEVATOR CORPORATION

By: Physicians Realty Trust,
its General Partner

*NO LOCAL SITE EXECUTION ACCEPTED.
CORPORATE OFFICE EXECUTION ONLY.

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT D

INSURANCE REQUIREMENTS

INSURANCE

LIMITS

Workers' Compensation
And Employers' Liability

Coverage A:

Limits required by statute in the state where the property is located and where any operations relating to this agreement are performed.

Coverage B:

\$500,000 Bodily Injury by Accident (Each Accident)

\$500,000 Bodily Injury by Disease (Policy Limit)

\$500,000 Bodily Injury by Disease (Each Employee)

Commercial
General Liability Insurance

\$1,000,000 per occurrence/ \$2,000,000 aggregate

Automobile (Single Limit
Bodily Injury and Property Damage)

\$1,000,000 Any Auto/Accident
(hired/owned and non-owned)

Fidelity/Commercial Crime

\$250,000 per occurrence.

Upon written request, Contractor shall furnish Owner, at the time of execution of this Agreement, certificates of insurance evidencing the insurance coverage required above. Such certificates shall be issued by the insurer(s) or its authorized agent(s). All such policies of Contractor shall be at Contractor's sole cost. Contractor may maintain such coverage through the use of "blanket coverage." In cases where Owner and Contractor maintain insurance policies that duplicate coverage for the Property, then Owner's policies shall provide in all respects primary coverage, without regard to any "other insurance" clauses, and Contractor's insurance shall be excess and noncontributing insurance. Owner and the fee owner of the applicable Property shall be listed as an Additional Insured under Contractor's Commercial General Liability policy, but only to the extent of a loss arising from or attributable to Contractor's gross negligence. The addition of Owner as an Additional Insured under any of Contractor's insurance policies shall not obligate Contractor to provide Owner a defense or indemnity for claims not covered under any such policy or covered under a policy required to be maintained by Owner.

Contractor shall require from contractors, subcontractors and vendors the following insurance, in the following minimum amounts:

INSURANCE

MINIMUM LIMITS

Workers' Compensation	As required by law in the state where property is located and where any operations relating to the contract are located, with waiver of subrogation against Owner and Contractor to the extent any claim is caused by Contractor's acts or negligence.
Employer's Liability	\$1,000,000 each accident and as to aggregate limits.
Commercial General Liability*	\$1,000,000 per occurrence/\$2,000,000 aggregate
Comprehensive Auto Liability*	\$1,000,000 (any auto/owned/non-owned/hired)

*These coverages shall be primary as to Owner, the fee owner of the Property and Contractor and will cover Owner, the fee owner of the Property and Contractor as additional insureds for any allegation, claim, loss, damage, demand, or judgment, or other causes of action arising out of their presence or out of the contractors' or subcontractor's presence upon or out of operations or operations or work done at the Property by the contractor or subcontractor for or on behalf of Owner and Contractor. Owner, the fee owner of the Property and Contractor shall be named as additional insureds on such all general liability policies both for operations and, to the extent available in the insurance market, for completed operations of the named insured for as long as Owner, the fee owner of the Property or Contractor may be exposed to loss arising out of such operations. The policies shall be written on an "occurrence" and not "claims-made" form basis.

Owner may waive certain limits or requirements on a case-by-case basis. Before any work can begin, each contractor or subcontractor will submit Certificates of Insurance and endorsements in form and substance satisfactory to Owner or Contractor as evidence of the coverages required. Each liability policy certificate will provide for (i) cross-liability or severability of interests, covering the named insured for any claim brought against it by any of the Additional Insureds; (ii) waiver of subrogation as against Owner and Contractor and waiver of any right of contribution from their respective insurers but only to the extent any claim is caused by Contractor's acts or negligence; and (iii) Each certificate will bear an endorsement requiring thirty (30) days' prior written notice of cancellation, material alteration, or non-renewal. All such policies shall be issued by insurers with a Best's rating of A-VIII or higher as reported in the most recent Property & Casualty Reports Key Rating Guide edition.