



CERTIFICATE OF INSURANCE REQUIREMENTS

A current Certificate of Insurance and copies of applicable Endorsements are **required** before a vendor can provide any work on the property (and receive payment for said work). It 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.

An example COI is attached for your reference.

PHYSICIANS REALTY TRUST STANDARD SERVICE AGREEMENT VENDOR INSURANCE REQUIREMENTS

DATE (MM/DD/YYYY)

MM/DD/YYYY

PRODUCER																
INSURED	Name of Insured Address City, State, Zip	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : List all insurers (AM Best A-/ X Required)</td> <td>List all NAICs</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : List all insurers (AM Best A-/ X Required)	List all NAICs	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #															
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INSURER C :																
INSURER D :																
INSURER E :																
INSURER F :																

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS	
A	GENERAL LIABILITY	Y		REQUIRED	REQUIRED	REQUIRED	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES	\$50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$5,000
	_____						PERSONAL & ADV INJURY	\$1,000,000
	_____						GENERAL AGGREGATE	\$2,000,000
	GEN AGG LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							
B	AUTOMOBILE LIABILITY	Y		REQUIRED	REQUIRED	REQUIRED	COMBINED SINGLE LIMIT	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS							\$
<input type="checkbox"/> NON-OWNED AUTOS								
C	EXCESS / UMBRELLA LIABILITY			REQUIRED	REQUIRED	REQUIRED	EACH OCCURRENCE	\$ See Requirement
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR						AGGREGATE	\$ See Requirement
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE							
D	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY	N/A	Y	REQUIRED	REQUIRED	REQUIRED	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							
	If yes, describe under DESCRIPTION OF OPERATIONS below							
	DESCRIPTION OF OPERATIONS below							

DESCRIPTION OF OPERATIONS:

Physicians Realty Trust, its subsidiaries and affiliated legal entities, and its contracted facilities manager are included as additional insureds on a primary and non-contributory basis for the general and auto liability policies. Umbrella follows for over the underlying policies. Waiver of subrogation is provided on the worker's compensation policy. Should any of the above described policies be cancelled before the expiration date thereof, thirty (30) days prior to written notice should be provided to the certificate holder.

CERTIFICATE HOLDER

CANCELLATION

Physicians Realty Trust 309 N Water Street Suite 500 Milwaukee, WI 53202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE ELECTRONIC OR WRITTEN SIGNATURE REQUIRED
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VENDOR SERVICE AGREEMENT

THIS VENDOR SERVICE AGREEMENT (this "Agreement") is entered into as of the 26th day of December 2018, 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: Lee's Hill Medical Plaza
Owner: (if multiple properties, see Exhibit B) DOC-10401 Spotsylvania Avenue MOB, LLC
Work: Fire/Life Safety Inspection (See Exhibit A)
Contractor: Fire & Life Safety America, Inc.
Contractor Federal I.D. Number: 54-1862138
Contractor's Address: 8827 Staples Mill Rd., Richmond, VA 23228
Address City, State, Zip Code
Contractor's Telephone Number: (804)222-1381
Contractor Representative: Herb L. Keels, III
Commencement Date: 12/26/18 Completion Date: 12/25/21
Total Agreement Amount: **\$4,000.00** Payable as follows: \$2,830/Annually and \$390/Quarterly

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. 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 termination date 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 and repairing any damage to the Property caused by such removal.

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. 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 sub-contractor 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. 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 international, 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 Contractor's performance under 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 Owner, its agents or employees to the extent of such gross negligence or 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 (except where a shorter or longer cure period is explicitly provided for under this Contract), 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 owed 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 its products or services, unless Owner fails to pay Contractor as provided hereunder; provided, however, if such failure to pay is the result of an alleged failure of Contractor to perform under this Agreement, Contractor and such suppliers shall not be entitled to file or maintain a lien. Conditional lien waivers in form and substance satisfactory to Owner 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. Final lien waivers shall be provided upon receipt of final payment. 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 arrange for the lien to be discharged, and Vendor shall be liable to Owner for the entire cost thereof, which Owner may offset against the amounts 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 owed 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.

C. Contractor further warrants that: (x) it has full power and authority to perform all of its obligations under this Agreement without violating the legal or equitable rights of any third party or the terms or provisions of any agreement or instrument, law or regulations or other restrictions to which it is bound; (y) neither Contractor nor Contractor's agents or employees will violate the Foreign Corrupt Practices Act in connection with providing the products or services under this Agreement; and (z) Contractor and any person or entity controlling, controlled by or under common control with Contractor, and, to the best of Contractor's knowledge, any other person or entity with whom or which Contractor engages in dealings or transactions or is otherwise associated, is not a person or entity appearing on the Specially Designate Nationals and Blocked Persons list maintained by the Office of Foreign Assets Control of the United States Department of Treasury.

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 by certified mail, return receipt requested and postage prepaid, or by commercial overnight delivery courier (such as Federal Express), fees prepaid to the following addresses:

To Owner: DOC-10401 Spotsylvania Avenue MOB, LLC
 c/o Physicians Realty Trust
 309 North Water Street, Suite 500
 Milwaukee, WI 53202
 Attn: DOC Asset Manager

With a copy to:
DOC-10401 Spotsylvania Avenue MOB, LLC
c/o Physicians Realty Trust
309 North Water Street, Suite 500
Milwaukee, WI 53202
Attn: Legal Department

To Contractor: See Article 1

If personally delivered, such communication shall be deemed received upon actual receipt; if sent by certified mail or courier, such communication shall be deemed received as of the date of delivery or the date delivery is refused. Either party may, by like notice at any time and from time to time, designate a different address to which notices shall be sent.

17. HIPAA: Owner and Contractor agree 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 under the terms of this Agreement. Contractor 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. Contractor will provide appropriate supervision and establish appropriate disciplinary measures in order to minimize the possibility that its employees, contractors, 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, contractors, or any other person.

18. WHISTLEBLOWER. Owner has implemented certain policies and procedures, including a code of business conduct and ethics and a whistleblower policy, all of which are available for review on Owner’s website – www.docreit.com under Investor Relations (Governance Documents). If, at any time, Contractor or any of its employees, agents, contractors, subcontractors, vendors and representatives believe that Owner or any of its employees, officers, directors or agents have violated any of Owner’s policies or procedures, please advise Owner’s compliance department immediately at whistleblower@docreit.com.

19. LIMITATION OF LIABILITY. Notwithstanding anything else set forth in this Agreement, Owner’s liability shall be limited to the unpaid balance of amounts due under this Agreement, and in no event shall Owner be liable to Contractor for indirect, incidental, consequential or special damages.

20. ATTORNEYS’ 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.

21. 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: Kyle Kneeland
 Property Manager
 Flagship Healthcare Properties

Send all invoices to: vendors@docreit.com -or-

c/o Physicians Realty Trust
309 N. Water Street, Suite 500
Milwaukee, Wisconsin 53202

22. 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. Contractor shall not, without first obtaining Owner's consent, disseminate the fact that Contractor has furnished or has contracted to furnish Owner with the items covered hereby nor, except as is necessary for performance of this Agreement, shall Contractor disclose any of the details connected with this Agreement to third parties. Contractor acknowledges and agrees that all Owner materials, documentation, information and/or data, which will come into Contractor's possession or knowledge in connection with Contractor's performance hereunder consists of confidential and/or proprietary information and that any disclosure to or use by a third party will damage Owner. Ownership of all such information resides with Owner, and Contractor agrees to hold such information in strictest confidence and not to release or disclose it to any other party. Upon Owner's request, all employees or contractors of Contractor entering onto the Property to provide products or services on behalf of Contractor shall sign Owner's then existing Confidentiality Agreement.

23. ASSIGNMENT. Contractor shall not assign this Agreement without the prior written consent of Owner.

24. 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 COUNTER-CLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER THAT IS IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE RELATIONSHIP BETWEEN OWNER AND CONTRATOR 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. 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.

K. 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.

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

M. 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.

[Signatures on Next Page]

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

OWNER/AUTHORIZED REPRESENTATIVE:

DOC-10401 Spotsylvania Avenue MOB, LLC

CONTRACTOR:

Fire & Life Safety America, Inc.

By: Kyle Kneeland

Name: Kyle Kneeland

Title: Property Manager

By: W.D. Woodfin

Name: William D. Woodfin

Title: Service Manager

Exhibit A



FIRE & LIFE SAFETY AMERICA, INC.



This proposal is for Inspection Services to be performed by Fire & Life Safety America, Inc., and/or its subsidiaries (collectively, FLSA). Upon execution by the Customer and FLSA this Proposal shall become the "Agreement."

DATE: August 24, 2018

TO: Flagship Healthcare Properties, LLC

FROM: Fire & Life Safety America, Inc
Richmond Division
8827 Staples Mill Rd
Richmond, VA 23228
Tel: (804) 222-1381 Fax: (804) 222-4393
Email: hlkeels@flsamerica.com

SERVICE LOCATION: 10401 Spotsylvania Avenue, Fredericksburg, VA 22408
County of Spotsylvania

PROPOSAL NUMBER: QUO-134623-MYG0JY

PROPOSAL NAME: Professional Plaza @ Lee's Hill

EQUIPMENT DESCRIPTION:

Summary of the life safety equipment for the purpose of test and inspection.

Systems	Annually	Quarterly
Wet System(s)	1	1
PreAction System(s)	1	1
Backflow Preventor(s)	3	
Fire Alarm System(s)	1	
Extinguisher(s)	40	

**Includes 100% walk-through.

Additional Equipment

In the event additional equipment is installed after the date of this agreement, the annual inspection charge shall be negotiated in accordance with FLSA's prevailing rates. The quantity list may not be inclusive. Upon inspection, if the quantity list changes, then the price may be changed accordingly.

PERFORMANCE

Test and Inspection Overview

Unless modified by our written agreement, FLSA shall inspect and test the fire protection equipment described above in accordance with the applicable NFPA requirements and per the frequency schedule listed above. All work to be performed in accordance with the terms and conditions of this Agreement. The inspection and tests shall be performed by qualified inspectors meeting any and all requirements of the applicable Authority Having Jurisdiction (AHJ).

FLSA Service Advantage

FLSA is one of the top life safety companies in the nation, leading the industry with both ISO (International Standards Organization) and UL (Underwriters Laboratory) certifications. Our dedication to life safety and customer service is unmatched. With experienced, dedicated and well-trained employees, FLSA is well positioned to provide our customers with comprehensive fire protection services.

A 'Customer for Life' is more than just words to FLSA. It is the willingness and dedication of our people in promoting the best of what FLSA has to offer to Customers, co-workers, and the community at large. Our passion for life safety drives us. For that reason, we collaborate to forge long-term, life safety partnerships with our customers to help maintain and monitor the fire protection system after installation.

LIFEGUARD REPORTING SYSTEM

Accurate, Verifiable Results

For multi-year inspection service agreements, all devices are bar-coded and scanned to provide an accurate inspection record for each device we inspect on your property. Each time a bar-code is scanned, it is stamped with the date and time to provide detailed documentation. When applicable, copies of the inspection report will be forwarded to the Authority Having Jurisdiction as per code requirements and/or to other

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parties as requested in writing by the Customer. Forms other than FLSA forms may be used with prior approval of FLSA.

Intelligent Reporting

Life Guard Reports not only provides comprehensive data on every device inspected, it provides an accurate picture of all fire and life safety systems. Failed devices are easily identified along with the reason they failed. Proposed solutions, pricing, and the specific codes and standards that address the device failures are listed as well. In addition, devices subject to a product recall by the U.S. Consumer Product Safety Commission are highlighted in the report. Also identified are devices that are under warranty and when the warranties will be expiring.

Accessibility and Security

Reports for your property are stored online and accessible 24/7. View, download, email, or print reports using our user-friendly Life Guard Reporting portal. All inspection data is stored on our secure web-server which is backed up daily and archived off-site. For security purposes all inspection data for your property is encrypted and only accessible by you and FLSA.

24-HOUR DISPATCHING OF EMERGENCY SERVICES

As a service provided to you, but not included in the base price of this agreement, FLSA will provide 24 hour Emergency service at prevailing service labor rates.

QUALITY ASSURANCE AND CONTROL

FLSA has the most comprehensive internal inspector training program in the industry. FLSA employees go through a rigorous training program that concludes with the administration of the NICET Level II Test and Inspection examination. We also conduct regular refresher courses for our experienced inspectors to ensure consistency and quality.

Follow-up of classroom training is conducted through periodic field audits of our inspectors to maintain FLSA quality standards. FLSA field experts provide technical assistance and code consultation to support our test and inspection organization.

INSPECTION SCHEDULING

On Boarding

Upon approval of this Agreement, all inspection and test details will be entered into our scheduling system. FLSAs service administration team will contact your authorized representative to establish mutually agreeable inspection and testing dates. In addition, customized log-in details to our Life Guard Reporting System will be sent via email with instructions on how to access and view the life safety reports.

Advanced Inspection Notification

FLSA will proactively contact your designated representative to schedule the tests and inspections per the frequencies agreed upon in this Agreement. The scheduling system records the date of the last inspection performed and schedules the next required inspection. Please note: it is the Customers responsibility to notify all persons who would automatically receive an alarm signal so that no unnecessary response takes place.

Work Schedule

This Agreement is based upon performing all tests and inspections during our regular working hours of our regular working days, Monday through Friday between the hours of 8 a.m. to 5 p.m., excluding holidays, unless otherwise specifically stated in this proposal. FLSA has the right to charge a \$500 per occurrence rescheduling fee if the customer cancels an inspection with less than 24 hours notice.

INSPECTION FEE AND PAYMENT OPTIONS

Inspection Fee

Customer shall pay a fee of **\$4,000.00** for work performed on the equipment described herein (the "Inspection Fee"). FLSA may increase prices annually to reflect increases in material and labor costs. In addition to the Inspection Fee, Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local taxes, excise taxes, installation or alarm permits, false alarm or any other charges imposed by any government body. In no event shall FLSA be responsible for any such fee, license, tax or charges.

	Amount	Frequency	Total Amount
Annual	\$2,830.00	1	\$2,830.00
Quarterly	\$390.00	3	\$1,170.00
		Total:	\$4,000.00

Payment Term

The Customer shall pay to FLSA the Inspection Fee upon receipt. If the Customer fails to pay the Inspection Fee interest at the rate of 1.5% per month will be charged on all amounts not paid by its due date, and FLSA may, at its option, terminate this Agreement, and in any event will not be obligated to perform any additional work until all past due payments plus interest have been received by FLSA.

The Customer agrees that FLSA shall have the right to perform a credit analysis of the Customer in its sole discretion as a condition to this

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Agreement. Notwithstanding the foregoing payment terms, FLSA shall further have the right to amend or change such terms based on the results of such credit analysis. FLSA shall provide written notice of any change in payment terms to the Customer.

TERM AND EXTENDED TERM OPTIONS

Term

The Commencement Date will be the date on which FLSA executes this Agreement. The Term of this Agreement shall be One (1) years beginning on the Commencement Date. The Agreement will automatically be renewed at each anniversary for an additional One (1) year term unless terminated by either party by giving written notice to the other party at least sixty (60) days prior to anniversary date.

Notwithstanding the foregoing, this Agreement may be terminated by FLSA without prior notice, at the option of FLSA, (i) if the rendering of inspection services is no longer possible for any reason beyond the control of FLSA, or (ii) in the event the life safety equipment become so substantially deteriorated, damaged or disabled, in the opinion of FLSA that further inspection services are no longer practicable. If Customer's life safety equipment is damaged, FLSA may choose to (i) suspend its obligations under this Agreement until such equipment is repaired, or (ii) terminate this Agreement. If FLSA elects to suspend its obligations, it will first notify the Customer of the suspension and then the AHJ.

In the event that the Customer shall terminate this Agreement in any manner other than as expressly allowed herein (an "Early Termination"), the Customer agrees to pay, as liquidated damages, an amount equal to one half (1/2) of the then current total annual Inspection Fee multiplied by the number of years still remaining under the Agreement.

Customer agrees that the sale, conveyance, or transfer of the Service Location (if owned by Customer) shall constitute an Early Termination unless: (i) FLSA receives written notice thereof at least thirty (30) days prior to such sale, conveyance, or transfer; (ii) the purchaser agrees to assume this Agreement; and (iii) FLSA consents to such assumption by the purchaser in its sole discretion. Customer further shall not assign this Agreement without the prior written consent of FLSA, any such assignment constituting an Early Termination. For purposes of this Agreement, an assignment shall be deemed to include a merger, consolidation or reorganization of Customer, transfer of Customer's business and assets which includes the occupation of the Service Location, and the sale or transfer of more than forty percent (40%) of the equity ownership interest in Customer.

Extended Term Options

The Term of this Agreement will be extended as selected below, and FLSA will apply the corresponding discount to the net billing amount.

<u>Extended Agreement Term</u>	<u>Extended Term Discount</u>	<u>Selection</u>	<u>Customer Initials</u>
Three (3) Years	3%	<input type="checkbox"/>	_____
Five (5) Years	5%	<input type="checkbox"/>	_____
Ten (10) Years	7%	<input type="checkbox"/>	_____

If the Extended Term option is selected, the Agreement will automatically renew at the expiration of the Extended Term Agreement 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 FLSA the amount of the full Extended Term Discount 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 FLSA may have.

PERFORMANCE GUARANTEE

In the event that either party in the Agreement believes that the other has failed to meet its non-monetary performance obligations under this Agreement such party will notify the other party in writing. The party shall have sixty (60) days from the receipt of the written notice to make any necessary corrections. If the matter is not corrected within such sixty (60) day period, the party that gave the notice shall have the right to terminate the Agreement without further notice and the Early Termination fee will be waived. The Customer agrees to pay for all work performed by FLSA through the termination date.

CLARIFICATIONS AND SPECIAL PROVISIONS

Prior Agreements

Customer warrants and represents that Customer is not under any enforceable agreement with any other party concerning testing and inspection of Customer's fire suppression system, fire alarm system and/or special hazard system installed at the premises and furthermore Customer agrees to indemnify and save harmless FLSA against all claims, demands, suits, expenses and damages by judgment or otherwise, which may be now or hereafter incurred as a result of or arising out of any agreement that Customer may have entered into with any party concerning any such fire suppression system, fire alarm system and/or special hazard system of every kind and description. Customer will pay all sums, including reasonable attorneys' fees, for the defense of any such claim or suit and reasonable attorneys' fees incurred in the enforcement of this indemnity provision.

Sensitivity Testing, Detector Cleaning and Audibility Testing for Fire Alarm and Detection Systems

If explicitly included within the scope of this Agreement, to help minimize false alarms, and in accordance with NFPA 72, accessible smoke detection devices will be cleaned using manufacturer's recommended procedures at a rate of 50% annually. Devices may be dismantled to expose the smoke chamber (when applicable) and cleaned using a soft cloth, lint brush, cotton swabs, suitable cleaning solution, or non-electrostatic vacuum. Also, unless explicitly stated this contract does not include audibility testing.

Assignees/Subcontractors of FLSA

FLSA shall have the right to assign this Agreement to any other person, firm or corporation without notice to Customer and shall have the further right to subcontract any testing or inspection service, which it may perform. Customer acknowledges that this Agreement, and particularly those paragraphs relating to FLSA's disclaimer of warranties, maximum liability, limitation of liability, and third party indemnification, are a benefit of, and are applicable to, any assignees and/or other subcontractors of FLSA, and that they bind Customer with respect to said assignees and/or subcontractors with the same force and effect as they bind Customer to FLSA.

Customer Responsibilities

Customer agrees to provide (at its own risk and to accept full responsibility for providing) at least one (1) person to assist FLSA technicians for the duration of the inspection. During the inspection, the customer's personnel will

receive informal training on basic system functions and proper inspection procedures. If the Customer cannot provide the assistance required, the scheduled testing and inspection may be cancelled or the Customer may be billed for additional time expended. Customer shall promptly notify FLSA of any malfunctions in the Covered System(s) which comes to Customer's attention. This agreement assumes that any existing system(s) are in operational and maintainable condition as of the Agreement date.

If, upon initial inspection, FLSA determines that repairs are recommended, repair charges will be submitted for approval by the Customer's on-site representative prior to work. Should such repair work be declined, FLSA shall be relieved from any and all liability arising therefrom.

Alarm Monitoring Services

Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of the Company's alarm monitoring services agreement.

Code Compliance

The Customer acknowledges that the Authority Having Jurisdiction (AHJ) may establish additional requirements for compliance with local codes. Furthermore, the Company is obligated to perform only the testing and inspections required under the recognized code at the time of the execution of this Agreement. Any additional services or equipment required will be provided at an additional cost to the Customer.

INDEMNIFICATION FOR CLAIMS BY THIRD PARTIES

IN THE EVENT ANY PERSON, NOT A PARTY TO THIS AGREEMENT, SHALL MAKE ANY CLAIM OR FILE ANY LAWSUIT AGAINST FLSA OR ITS ASSIGNEES OR SUBCONTRACTORS FOR ANY REASON RELATING TO FLSA'S PERFORMANCE, DUTIES AND OBLIGATIONS PURSUANT TO THIS AGREEMENT, CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS FLSA FROM AND AGAINST ANY AND ALL CLAIMS, LAWSUITS AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEY'S FEES AND COSTS), WHETHER SUCH CLAIMS OR LAWSUITS ARE BASED UPON ALLEGED RECKLESSNESS, ACTIVE OR PASSIVE NEGLIGENCE, EXPRESS OR IMPLIED CONTRACT OR WARRANTY, CONTRIBUTION OR INDEMNIFICATION OR STRICT OR PRODUCT LIABILITY ON THE PART OF FLSA, ITS AGENTS, SERVANTS, ASSIGNS OR EMPLOYEES.

Work Not Included

The inspection and testing provided under this Agreement does not include any maintenance, repairs, alterations, replacement of parts or

any field adjustments whatsoever. Should Customer request such work, it will be as an addition to this Agreement. FLSA shall either obtain Customer's prior authorization to proceed with additional work or shall furnish the Customer with an estimated price before the additional work is performed. Inspection and testing is limited to accessible devices, those where access can be obtained without restriction at the scheduled time of the inspection and testing and does not exceed heights obtainable with a ten (10) foot ladder. In no event will FLSA be required to move personal property, equipment, walls, and/or ceilings or like obstructions which may impede access or limit visibility. If a return trip is required due to access problems, such return trip will be billed at FLSA's normal prevailing rate. The following are specifically excluded from the inspection and testing:

Equipment on or in public streets, roads or rights of way; Public fire hydrants; Confined space requirements as defined by OSHA; Winterizations; 5-year check valve tests. This contract covers common areas only and does not include individual residential units or tenant spaces of retail establishments.

LIMITATION OF LIABILITY

Deficiencies and defects which are latent or concealed are excluded from this inspection. For systems not installed by FLSA, FLSA makes no warranty and performance of the system, and inspections and/or testing under this Agreement shall not be deemed to provide any warranty as to the functionality and design of the original installed system(s). It is understood that FLSA is not an insurer, and insurance, if any, shall be obtained by and be the sole responsibility of the Customer and that the amounts payable to FLSA hereunder are based upon the value of the inspection services. FLSA's liability to Customer for personal injury, death or property damage arising from performance under this Agreement shall be limited solely to those payments made to FLSA under this Agreement. Customer shall hold FLSA harmless from any and all third party claims for personal injury, death or property damage arising from Customer's failure to maintain its fire protection systems or keep them in operative condition or circumstances beyond FLSA's control, including but not limited to damages to the fire protection system or Customer's property caused by water leakage, freezing pipes, loss of power, acts of God or other similar causes beyond the control of FLSA. IN NO EVENT SHALL FLSA BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR ANY OTHER DAMAGES OF ANY CHARACTER, INCLUDING BUT NOT LIMITED TO THE LOSS OF USE OF THE CUSTOMER'S PROPERTY, LOST PROFITS OR LOST PRODUCTION, WHETHER CLAIMED BY CUSTOMER OR BY ANY THIRD PARTY,

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IRRESPECTIVE OF WHETHER CLAIMS OR ACTIONS FOR SUCH DAMAGES ARE BASED UPON CONTRACT, WARRANTY, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE.

DISCLAIMER OF WARRANTY

The Customer acknowledges and agrees that FLSA has made no representations or warranties, express or implied, as to any matter whatsoever, including without limitation the adequacy, performance, or condition of the inspected fire and life safety equipment, its merchantability or its fitness for any particular purpose; nor has the Customer relied on any representations or warranties, express or implied. The Customer further acknowledges and agrees that any affirmation of fact or promise shall not be deemed to create an express warranty, and that there are no warranties which extend beyond the description on the face hereof. The Customer further acknowledges and agrees: (a) that FLSA is not an insurer, (b) that the Customer assumes all risk of loss or damage to the Customer's premises or to the contents thereof, and (c) that the Customer has read and understands all of this Agreement, particularly the paragraphs setting forth limitation of liability and indemnification provisions in the event of any loss or damage to the Customer or anyone else. IT IS SPECIFICALLY UNDERSTOOD BY THE PARTIES TO THIS AGREEMENT THAT FLSA DISCLAIMS THE IMPLIED WARRANTY OF MERCHANTABILITY AND ANY IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE. FLSA AND THE CUSTOMER FURTHER UNDERSTAND AND AGREE THAT FLSA MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OTHER THAN THOSE EXPRESSED IN WRITING BY FLSA AND THAT NO

REPRESENTATIVE OF FLSA HAS ANY AUTHORITY TO MAKE ANY ADDITIONAL EXPRESS WARRANTIES OR OTHERWISE VARY THE TERMS OF THIS AGREEMENT.

Additional Terms

Specifically excluded from the inspection and testing: WATER SUPPLY – FLSA shall not be liable or responsible for the adequacy or condition of the water supply; ENGINEERING REVIEW – This inspection is not an engineering evaluation of the fire protection systems and equipment. The recommendations and observations that are made by FLSA to Customer during the inspection and review are not to be considered an engineering review; SYSTEM DRAWINGS - Customer shall have sprinkler drawings available on site to assist the inspector to identify equipment components so that they may be properly located. Customer is responsible for identifying equipment locations including but not limited to all sprinkler system drain valves.

Attorneys' Fees

In the event it becomes necessary for FLSA to institute legal proceedings to collect the Inspection Fee or any other amounts due FLSA hereunder, then and in such proceeding FLSA shall be entitled to collect its reasonable attorneys' fees incurred in doing so, from Customer.

Governing Law, Jurisdiction

This Agreement shall be governed exclusively by, and construed exclusively in accordance with the laws of the Commonwealth of Virginia. Customer irrevocably agrees to the exclusive jurisdiction of the state or federal courts of such state in any and all

proceedings between the parties hereto, and Customer irrevocably agrees to service of process via certified mail, return receipt requested, to Customer at the address set forth herein. However, nothing stated herein shall in any manner prevent or preclude FLSA from bringing any one or more actions against Customer in any jurisdiction in the United States in which Customer conducts business.

ACCEPTANCE

This proposal, when accepted by you below and approved by our authorized representative, will constitute the entire exclusive agreement between us for the services to be provided and Customer authorization to perform as outlined herein. All prior or contemporaneous oral or written representations or agreements not incorporated herein will be superseded. We do not give up rights under any existing agreement until this proposal is fully executed. The customer's issuance of a purchase order to FLSA shall be deemed acceptance of this Agreement. Terms and conditions that differ from those contained in this Agreement that may appear on this Customer's purchase orders shall not be binding on FLSA unless specifically agreed to in writing signed by an authorized representative of FLSA. This Agreement may not be changed, modified, revised or amended unless in writing signed by you and an authorized representative of FLSA. Further, any manual changes to this form will not be effective as to FLSA unless initialed in the margin by an authorized representative of FLSA. This Quotation is valid for ninety (90) days from the proposal date.

Submitted by: Herb L Keels III
Title: Inspections Sales Rep.

CUSTOMER

Approved by Authorized Representative

By: _____
Print Name: _____
Title: _____
Date: _____
Email: _____
Company: _____

Fire & Life Safety America, Inc

Approved by Authorized Representative

By: W.D. Woodfin
Print Name: William D. Woodfin
Title: Service Manager
Date: 9-13-18

**Fire & Life Safety America, Inc
Contract Addendum**

SCOPE OF PERFORMANCE FOR INSPECTIONS AND FUNCTIONAL TESTING

WET PIPE SPRINKLER SYSTEMS

Reference is made to Wet Pipe Sprinkler Systems Inspection and Testing Form for more detailed information.

Note: Applicable code requires the owner to take some actions on a daily, weekly, and monthly basis.

QUARTERLY

A full flow test shall be made through the system main drain, when possible.* The static and residual flow pressures will be recorded. Test for proper operation the mechanical condition of system components, including the alarm valve clapper, pilot valve, and retard chamber. All local and supervisory alarms shall be tested for proper operation by flowing water through the inspector's test valve. All sprinkler system control valves that are equipped with electric tamper switches shall be functionally tested by operating the control valve sufficiently to operate the switch. The condition and position of all sealed control valves shall be checked and, if necessary, new seals will be installed and recorded. The condition of the Fire Department Siamese connection shall be checked, including caps, gaskets, clappers, and ball drips. The availability of spare sprinkler heads and wrenches will be verified. All gauges will be checked to ensure proper pressure appears to be available to the system.

ANNUALLY

In addition to the above; make a thorough visual inspection of all system components from the floor level, where possible, to include checking distribution piping for mechanical damage, loose hangers and leaks. Sprinkler heads shall be visually checked for obvious mechanical damage, leaks, corrosion, loading, obstruction, proper position, and any other obvious factors which may impair the sprinkler system. All sprinkler system control valves shall be fully operated, tested for proper operation and lubricated. All anti-freeze systems will be checked for freezing point of the solution.

*Exception: When weather conditions or other circumstances prohibit discharging water, this part of the test procedure will be modified or postponed until the next regularly scheduled inspection.

ANTIFREEZE SYSTEMS ADVISORY:

Where the antifreeze solution is known based on an information sign or installation records, maintenance records, information from the owner, FLSA will test the solution for the freeze point protection level. NFPA 25 requires any antifreeze solution with an incorrect freeze point at any point in the system, the system must be drained and refilled with new premixed antifreeze. This service would be performed at additional cost to this agreement as a maintenance item. NFPA 25 allows existing antifreeze solutions to remain until September 30, 2022, where one of the following conditions is met:

(1)* The concentration of the antifreeze solution is limited to 30 percent propylene glycol by volume or 38 percent glycerine by volume.

(2)* Antifreeze systems with concentrations in excess of 30 percent but not more than 40 percent propylene glycol by volume and 38 percent but not more than 50 percent glycerine by volume may be permitted based upon an approved deterministic risk assessment prepared by a qualified person approved by the authority having jurisdiction, which is not included in this agreement.

After September 30, 2022, all antifreeze solution systems will have to be replaced with a listed antifreeze solution or the piping system will have to be converted to a dry pipe or pre-action system where the environment cannot be maintained at a minimum of 40 deg. F. This information is provided so that our customers may prepare for any capital expense budgetary needs associated with this requirement.

EVERY FIVE YEARS

(These items are not part of this contract and will be priced separately on an as needed basis.)

All check valves will be internally inspected to insure that all components move freely and operate properly. The valve strainers/filters will be inspected and cleaned/replaced as necessary. All gauges will be checked against a calibrated gauge or will be replaced. A sampling of any extra high temperature sprinkler heads will be removed, replaced and tested.

WATER SPRAY FIXED SYSTEMS - DELUGE/PRE-ACTION SPRINKLER SYSTEMS

Reference is made to Deluge/Pre-Action Sprinkler Systems Inspection and Testing Form for more detailed information.

Note: Applicable code requires the owner to take some actions on a daily, weekly, and monthly basis

QUARTERLY

A full flow test shall be made through the system main drain, when possible.* The static and residual flow pressures will be recorded. Priming water levels shall be checked and adjusted if necessary. Air pressure shall be checked. Air compressor (if applicable) shall be tested for proper operation, condition, and automatic sequencing. The oil level and belt condition shall also be checked. Condensation shall be drained from the holding tank. The quick opening device shall be tested for proper operation, serviced and reset. All known auxiliary drain valves shall be drained. All local and supervisory alarms shall be tested for proper operation. All sprinkler system control valves that are equipped with electric tamper switches shall be functionally tested by operating the control valve sufficiently to operate the switch. The condition and position of all sealed control valves shall be checked and, if necessary, new seals will be installed and recorded. The condition of the Fire Department Siamese connection shall be checked, including caps, gaskets, clappers, and ball drips. The availability of spare sprinkler heads and wrenches will be verified. All gauges will be checked.

*Exception: When weather conditions or other circumstances prohibit discharging water, this part of the test procedure will be modified or postponed until the next regularly scheduled inspection.

SEMI-ANNUALLY

Functional test of manual stations. All smoke detectors will be visually inspected in place to identify missing detectors, obstructions, dirty or damaged detectors and improperly located detectors.

ANNUALLY

In addition to the above; make a thorough visual inspection of all system components, where possible, to include checking distribution piping for mechanical damage, loose hangers and leaks. Sprinkler heads shall be visually checked for obvious mechanical damage, leaks, corrosion, loading, obstruction, proper position, and any other obvious factors which may impair the sprinkler system. All sprinkler system control valves shall be fully operated, tested for proper operation and lubricated. A full flow trip test of the deluge/pre-action valve shall be performed, if conditions permit. The interior condition of the valve, clapper, latching devices, velocity check valve and facings shall be checked. The operation and condition the valve will be recorded. All smoke detectors will be operationally tested.

EVERY THREE YEARS

In addition to the above; the deluge or pre-action valve will be full flow trip tested with control valve wide open. For double interlock pre-action systems, the inspector's test connection will be opened until the dry pipe valve has tripped and clean water is flowing. Valve trip time and water transit time to the inspector's test connection will be recorded and compared to original results and prior test results where known. Where trip test or water delivery times are increasing, a separate investigation may be required to determine the cause.

EVERY FIVE YEARS

(These items are not part of this contract and will be priced separately on an as needed basis.)

All check valves will be internally inspected to insure that all components move freely and operate properly. The valve strainers/filters will be inspected and cleaned/replaced as necessary. All gauges will be checked against a calibrated gauge or will be replaced. A sampling of any extra high temperature sprinkler heads will be removed, replaced and tested.

WHEN PRACTICAL

(These items are not part of this contract and will be priced separately on an as needed basis.)

A full flow test with water shall be made as a means of checking nozzle discharge pattern, any obstructions, and to insure against clogging of piping discharge devices. The discharge pressure at the highest, most remote nozzle will be measured and compared to available design data.

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BACKFLOW PREVENTION DEVICE

Reference is made to Backflow Prevention Device Inspection and Testing Form for more detailed information.

Note: Applicable code requires the owner to take some actions on a daily, weekly, and monthly basis.

QUARTERLY

Visually check that no unusual conditions or discharge of water exist. All sprinkler system control valves that are equipped with electric tamper switches shall be functionally tested by operating control valve sufficiently to operate the switch. The condition and position of all sealed control valves shall be checked and, if necessary, new seals will be installed and recorded.

ANNUALLY

Test for proper operation the mechanical condition of system components. All system control valves shall be fully operated, tested for proper operation and lubricated. The backflow preventor will be functionally tested and certified by a certified backflow tester. Test tag will be completed and installed. Where permitted by piping arrangement, all fire protection back flow valve assemblies will be forward flow tested to ensure the system demand (including required hose allowance) is being met. Where no piping arrangement has been provided to facilitate this test, customer will receive a specific quotation for additional work to add an appropriate test connection to meet this annual flow test requirement.

EVERY FIVE YEARS

(These items are not part of this contract and will be priced separately on an as needed basis.)

All check valves will be internally inspected to insure that all components move freely and operate properly. The valve strainers/filters will be inspected and cleaned/replaced as necessary.

FIRE ALARM AND DETECTION SYSTEM

Reference is made to Fire Alarm and Detection Systems Inspection and Testing Form for more detailed information.

Note: Applicable code requires the owner to take some actions on a daily, weekly, and monthly basis

In order to meet both federal certification requirements and state licensure requirements, fire alarm systems are required to be inspected, tested and maintained in accordance with NFPA 72, National Fire Alarm Code. For federal certification, NFPA 101(00), Sec. 2.1.1 references the 1999 edition of NFPA 72. For state licensure, on the other hand, MSFC(07), Sec. 901.6.1, as amended, and Table 901.6.1, reference the 2002 edition of NFPA 72. For purposes of this guide, all code references will be based on the 1999 edition of NFPA 72.

1. Inspect the system to determine whether it is in service and in satisfactory condition in accordance with NFPA standards.
2. Identify potentially detrimental site conditions that could compromise the performance of mechanical and/or electronic components of the system.
3. Inquire about changes or modifications of the fire detection system in accordance with NFPA standards.
4. Inquire about changes in the general occupancy environment, operations and conditions relating to the fire detection and alarm system in accordance with NFPA standards.
5. Check the general condition of the fire alarm panel and related equipment.
6. Test all smoke and heat detectors in accordance with their manufacturer's specifications.
7. Inspect all fire alarm control panels and remote fire alarm panels.
8. Inspect and test all annunciators and zones both visually and by tripping a detector.
9. Inspect and meter all batteries.
10. Inspect all output relays and test their activation.
11. Inspect and exercise all flow switches, tamper switches and low pressure alarms.
12. If applicable, verify that all signals are received by the Security Central Monitoring Station.
13. Test non-restorable heat detector circuits by simulating electrical operation at the wiring connection.
14. Function test all accessible heat-actuating devices, both electrically and pneumatically in accordance with the manufacturer's specification.
15. Inspect and exercise all supervised control valves and switches.
16. During testing of the fire detection system, activate outputs for the purpose of equipment shutdown, start up and HVAC/smoke control.
17. Tag devices as required and perform all required record keeping.
18. Familiarize the Customer with proper operation of the equipment.

Cleaning and Sensitivity Testing

Sensitivity test shall be performed to ensure that each smoke detector is within its listed and marked sensitivity range. NFPA 10.4.2.2 Sensitivity testing of smoke detectors shall be tested within 1 year after installation and every alternate year thereafter. Sensitivity testing will be performed on all smoke detectors. Detectors or smoke alarms found to have a sensitivity outside the listed and marked sensitivity range shall be cleaned, recalibrated and/or replaced.

1. Test detector for alarm response using approved smoke generator. (FLSA utilizes the TruTest 801 Smoke Detector Sensitivity Tester for all accurate readings and results).
2. Clean exterior using industry-approved process and materials.
3. Clean exterior of screen and chamber using non electrostatic vacuum, specifically designed to prevent smoke detector damage.
4. Disassemble detector and clean interior if required.
5. Retest sensitivity to ensure proper operation.
6. Replace any malfunctioning detectors per inspection agreement.

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PORTABLE FIRE EXTINGUISHERS

Reference is made to Fire Extinguisher tag for more detailed information.

Note: Applicable code requires the owner to take some actions on a daily, weekly, and monthly basis.

ANNUALLY

Visually check that the fire extinguisher is in its proper location, that it is accessible, fully charged and that it appears to be in good working order. Additionally, during an annual inspection, it is confirmed that the fire extinguisher is appropriate for the hazard in which it is located, that the operating instructions located on the shell are legible, that the seals / tampers are intact and that the pressure gauge is showing in the normal range. The inspection tag will then be completed and installed.

EVERY SIX YEARS

(These items are not part of this contract and will be priced separately on an as needed basis.)

Every six years, maintenance is required. This includes a thorough examination of the extinguisher's mechanical parts, shell, extinguishing agent and the expelling means. The purpose of the maintenance program is to ensure that the extinguisher will operate properly and will not pose a potential hazard to the operator or people nearby.

EVERY TWELVE YEARS

(These items are not part of this contract and will be priced separately on an as needed basis.)

Every twelve years, hydrostatic testing of the fire extinguisher shell is required. The purpose of this test is to ensure the integrity of the extinguisher shell.

EXHIBIT B

PROPERTY

N/A

Exhibit D

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

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

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Fire & Life Safety America, Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Other (see instructions) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

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) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
8827 Staples Mill Rd

6 City, state, and ZIP code
Richmond, VA 23228

7 List account number(s) here (optional)

Requestor's name and address (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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-			
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OR

Employer identification number

5	4	-	1	8	6	2	1	3	8
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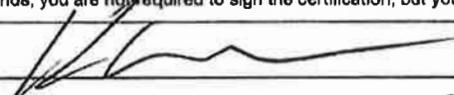
Part II Certification

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 for Part II, later.

Sign Here

Signature of U.S. person ▶ 

Date ▶ **7/23/18**

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

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*, later.