

MASTER ELEVATOR SERVICE AGREEMENT

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: Schindler Elevator Corporation

Contractor Federal I.D. Number: _____

Contractor's Address: 20 Whippany Rd Morristown, NJ 07960

Contractor's Telephone Number: 412-491-7656

Contractor Representative: Paul Handy

Commencement Date: August 1, 2016

Completion Date: July 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: (i) on the Completion Date with ninety (90) days prior written notice, - 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 should the Contractor remedy the breach within the thirty (30) day period after such notice, then Owner shall not have the right to terminate this Agreement. For the purposes of clarity, the entire Agreement shall not be terminated in the event of non-performance/default at an individual site; termination shall only be effective for the site that the breach/default occurs. 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 ten (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. Upon termination of this Agreement, Contractor shall immediately vacate the Property.

3. Contract Amount. Payments shall be made in advance 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 starting 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, 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 month following month. If Owner reaches a new discount level in a 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.

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. To the fullest extent permitted by law, Contractor and Owner (referred to in this Paragraph as the "Indemnifying Party") each agree to indemnify, and hold harmless the "Other Party" 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 and all third-party claims, obligations, costs, actions, damages, liabilities, losses, demands, and expenses, including reasonable attorneys' fees, arising out of any negligent acts or omissions of the Indemnifying Party or the employees, representatives, or agents of the Indemnifying Party or any of its subcontractors, or a breach or non-performance of this Agreement by the Indemnifying Party.

8. **Compliance with Laws.** Contractor shall perform and ensure that the Work is performed in accordance with all applicable federal, state, and local laws, ordinances, rules, codes and regulations, including, but not limited to, all regulations and requirements of the Federal Occupational Safety and Health Administration. Contractor shall promptly report in writing to Owner all accidents occurring on the Property, giving full details and statements of any witnesses.

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. For purposes of this Agreement, cause shall be defined as a fraud, willful misconduct, intentional violation of law or regulation, or unauthorized disclosure of confidential information or PHI.

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"); provided, however, any warranty of maintenance work performed by Contractor shall expire if and to the extent a third party contractor performs the same maintenance work on Owners equipment subsequent to the time Contractor performs such maintenance work ~~unless the defective work is caused by a third party contractor's failure to maintain said work.~~ 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

This warranty is not valid if the defective work is caused by a third party contractors failure to maintain said work.

DS
PH
said
WORK.

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.

*Paul A
11/21/16*

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 Contract Sum for the succeeding year; 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.

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.

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.

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 Trust L. P.
 309 North Water Street, Suite 500
 Milwaukee, WI 53202
 Attn: David G. Domres

To Contractor: See Article 1

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.

19. Notwithstanding anything contained herein to the contrary, Schindler Elevator Corporation shall not be liable for damages of any kind, whether in contract or in tort, in excess of the greater of two (2) times the annual price of this Agreement or the limits of insurance carried by Schindler Elevator Corporation either as required by this Agreement or otherwise. In no event shall Schindler Elevator Corporation be liable for special, indirect, consequential or liquidated damages for default or delay. Purchaser's remedies hereunder are exclusive.

20. Notwithstanding anything to the contrary contained in the bid or contract documents, neither party shall be responsible for any loss, damage, detention or delay caused by labor trouble or disputes, strikes, lockouts, fire, explosion, theft, lightning, wind storm, earthquake, floods, storms, riot, civil commotion, malicious mischief, embargoes, shortages of materials or workmen, unavailability of material from usual sources, government priorities or requests or demands of the National Defense Program, civil or military authority, war, insurrection, failure to act on the part of either party's suppliers or subcontractors, orders or instructions of any federal, state, or municipal government or any department or agency thereof, acts of God to the extent such causes are beyond the reasonable control of the party whose action is required, or by any other cause beyond the reasonable control of either party. Dates for the performance or completion of the Work shall be extended by such delay of time as may be reasonably necessary to compensate for the delay.

[Signatures located on following page.]

OWNER: (SEE EXHIBIT B)

CONTRACTOR:

Physicians Realty L.P

Schindler Elevator Corporation

By: Physicians Realty Trust, its General Partner

DocuSigned by:
Philip Harty
9305DFF4F12B4BD...

By: David Jones 11/29/16

By: _____

Name: DOMRES

Name: _____

Title: V.P.

Title: _____

EXHIBIT A

THE WORK

PREVENTIVE MAINTENANCE SERVICE

- Contractor's preventive maintenance program performed in accordance with a maintenance schedule specific to Owner's equipment
- Examine, lubricate, adjust, and repair/replace covered components
- Prompt callback coverage
- Safety testing
- Customer friendly and responsive communications

PREVENTIVE MAINTENANCE PROGRAM

Contractor's Preventive Maintenance Program, as described in this Agreement will be performed in accordance with a maintenance schedule specific to Owner's equipment. Contractor will provide a regularly assigned technician to the Owner's property and back up technicians will be available as required to give prompt service as required at all times. Contractor will assign local account representative and will be Owner's primary contact for communications regarding the agreement. Also available to Owner is our Contractor's extensive technical support and parts inventory, at the site as needed, and at local warehouses and Contractor's national service distribution center with express delivery in emergencies.

EXAMINE, LUBRICATE, ADJUST, AND REPAIR/REPLACE COVERED COMPONENTS

Contractor will periodically examine, lubricate, adjust, and as needed repair or replace the Covered Components listed below.

HYDRAULIC ELEVATORS

Basic components: Controller components: resistors, timers, fuses, overloads, minor contacts, wiring, coils; packing, drive belts, strainers, functional components of car and corridor operating stations, hangers and tracks, door operating devices, door gibs, guide shoes, rollers, traveling cables, signal lamps (replacement during regular visits only), interlocks, door closers, buffers, switches, door protection devices, and alarm bells.

Major components: Exposed piping in the Machine Room & hoist way, motor, PC boards, pump, pump unit, solid state devices, contactors, and valve.

TRACTION ELEVATORS

Basic Components: Selector motors; brake: pads, lining, disks or shoes, magnet coils, brushes & commutators; controller components: resistors, timers, fuses, overloads, minor contacts, wiring, coils; functional components of car and corridor operating stations; hangers and tracks, door operating devices, door gibs, guide shoes, rollers, traveling cables, signal lamps (replacement during regular visits only), interlocks, door closers, buffers, overspeed governors, car and counterweight safeties, alarm bells, switches, and door protection devices,

Major components: Hoist motors, hoist ropes, machine, machine & sheave bearings, machine brake, motor generators, PC boards, sheave & sheave assemblies, solid state devices, and contactors.

ESCALATORS

Basic components: Step rollers, belts, controller components: resistors, timers, fuses, overloads, minor contacts, wiring, coils; brake: pads, lining, disks or shoes.

Major components: Brake, escalator machine or drive units, handrail, handrail drive chains, main drive chains or belts, PC boards, solid state devices, contactors, sprockets, step chains.

DUMBWAITERS

Basic components: Controller components: resistors, timers, fuses, overloads, minor contacts, wiring, coils; brake: pads, lining, disks or shoes, magnet coils, brushes & commutators; functional components of car and corridor operating stations; hangers and tracks, door operating devices, door gibs, guide shoes, rollers, traveling cables, signal lamps (replacement during regular visits only), interlocks, door closers, buffers, overspeed governors, car and counterweight safeties, alarm bells, switches, and door protection devices.

Major components: Brake, hoist motor, hoist ropes, machine, machine & sheave bearings, motor generators, PC boards, sheave and sheave assemblies, solid state devices, and contactors.

WHEELCHAIR LIFT

Notwithstanding the Services provided for other units covered by this Agreement, Contractor will periodically inspect, make minor adjustments, lubricate, and make recommendations for repair or replacement of components. No other services for these units, other than as specifically set forth in this paragraph, are included or intended by this Agreement.

Relamping of signal fixtures will occur during regularly scheduled preventive maintenance service visits.

Contractor is not responsible for the following items: hoist way door hinges, panels, frames, gates and sills; cabs and cab flooring; cab doors, gates and removable cab panels; cab mirrors and handrails; power switches, fuses and feeders to controllers; emergency cab lighting; light fixtures and lamps; cover plates for signal fixtures and operating stations; card readers or other access control devices; smoke/fire alarms and detectors; pit pumps and alarms; cleaning of cab interiors and exposed sills; plungers, casings and cylinders; automatic ejection systems; all piping and connections except that portion which is exposed in the machine room and hoistway; guide rails; tank; emergency power generators; telephone service, communication devices; disposal of used oil; intercom or music systems; ventilators, air conditioners or heaters; media displays; fireman's phones; exterior panels, skirt and deck panels, balustrades, re-lamping of illuminated balustrades; attachments to skirts, decking or balustrades; moving walk belts; pallets; steps; skirt brushes; sideplate devices; any batteries associated with the equipment; equipment abuse, misuse, negligence, vandalism by others, obsolete items, (defined as parts, components or equipment either 20 or more years from original installation, or no longer available from the original equipment manufacturer or an industry parts supplier, replaceable only by re-fabrication.)

CLEANING/PAINTING

Contractor will periodically clean the machine room, car top, and pit of debris related to our work in these areas;

TESTING OF SAFETY DEVICES

<u>Equipment</u>	<u>Test</u>	<u>Frequency</u>
Hydraulic	Pressure/Relief Valve	Annually

Geared	No Load	Annually
Geared	Full Load	Every 5 years
Gearless	No Load	Annually
Gearless	Full Load	Every 5 years
Escalator	Safety Test	Annually

Contractor’s testing responsibilities do not include fees or changes imposed by local authorities in conjunction with inspecting, licensing or testing the Equipment; changes in the testing requirements after the initial start date of this Agreement, or any other testing obligations other than as specifically set forth above. Since these tests may expose the equipment to strains well in excess of those experienced during normal operation, Contractor will not be responsible for any damage to the equipment or property, or injury to or death of any persons, resulting from or arising out of the performance of these tests.

CUSTOMER FRIENDLY AND RESPONSIVE COMMUNICATIONS

Service dispatching will take place through Contractor’s national call center which is staffed by qualified Contractor’s personnel, 24 /7. Owner will be provided with a customer identification number, which must be referenced when a call is placed. Contractor’s dispatchers will have access to Owner’s building’s service call records, and will promptly relay the details of Owner’s call to the assigned technician. Unless directed otherwise, Owner’s cab telephones will be directly programmed to dial SCSN.

Owner will be provided access to Contractor’s on-line reporting system.

ADDITIONAL COVERAGES

Contractor will remotely monitor (if applicable) those functions of the Equipment described above which are remote monitoring capable. Contractor’s remote monitoring system will automatically notify Contractor if any monitored component or function is operating outside established parameters. Contractor will then communicate with Owner to schedule appropriate service calls. Monitoring will be performed on a 24 hour, 7 day basis and will communicate toll free with our Contractor using dedicated elevator telephone service. The operation and monitoring is contingent upon availability and maintenance of dedicated elevator telephone service. Owner has the responsibility to install, maintain and pay for such telephone service, and to notify Contractor at any time of any interruption of such telephone service. If requested, Owner will provide the proper wiring diagrams for the equipment covered. These diagrams will remain Owner’s property, and will be maintained by Contractor for use in troubleshooting and servicing the equipment.

HOURS OF SERVICE

Contractor will perform the services during our regular working hours of regular working days of 8:00am-4:30pm, excluding elevator trade holidays. The Services include callbacks for emergency minor adjustment callbacks during regular working hours. If Owner authorize callbacks outside regular working hours, Owner will pay Contractor at Contractor’s standard billing rates, plus materials not covered by contract, expenses and travel. All other work outside the Services will be billed at Contractor’s standard billing rates. A request for service will be considered an "emergency minor adjustment callback" if it is to correct a malfunction or adjust the equipment and requires immediate attention and is not caused by misuse, abuse or other factors beyond Contractor’s control. The term does not include any correction or adjustment that requires more than one technician or more than two hours to complete.

RESPONSE TIMES

Schindler will provide 1hr (normal business hours) emergency response for entrapments. All other non-critical calls will be responded to within 4 hours. After hours emergency call response time will be within 90 minutes.

PRICE

In consideration of the Services provided hereunder, Owner agrees to pay **(monthly price per location as detailed on attach spread sheet Exhibit "B")**, payable in annual installments in exchange for a 4% discount, exclusive of applicable taxes, subject to payment terms and Price Adjustment set forth below. Owner agrees to pay, as an addition to the price herein, the amount of any current or future sales, use, excise or other tax applicable to the Services provided hereunder.

PRICE ADJUSTMENT

The contract Price and labor rates for extra work will be adjusted annually upon anniversary date, and will be increased or decreased on the basis of changes to the local straight time hourly rate for mechanics. Annual Price adjustments will **not** exceed four percent (4%). Owner will be notified thirty (30) days in advance. If there is a delay in determining a new labor rate, or an interim determination of a new labor rate, Contractor will notify Owner and adjust the price at the time of such determination, and Contractor will retroactively bill or issue credit, as appropriate, for the period of such delay.

EXHIBIT B

Name	Address	City, State	Contract #	Hydro	Total Units	Price/Mo.	Contract Type	Status
Avondale	10815 W McDowell Rd	Avondale, AZ	4100049951	2	2	\$555.64	FM	Cancelled
Avalon Park Group Plaza HCA Surgery Center	3701 Avalon Park West Blvd	Orlando, FL	4100067397	2	2	\$376.40	FM	Active
Atlantis	6138 Kennerly Road	Jacksonville, FL	4100054027	2	2	\$376.67	FM	Active
Savage Medical Building	5401 South Congress Avenue	Atlantis, FL	4100029186	2	2	\$296.01	FM	Active
Crystal Medical Building	6350 143rd Street	Savage, MN	4100077778	1	1	\$177.28	FM	Active
Minnetonka	5700 Bottineau Blvd	Crystal, MN	4100080390	1	1	\$220.39	FM	Active
Coon Rapids Medical Center	15450 State Highway 7	Minnetonka, MN	4100090067	2	2	\$330.00	FM	Active
Presbyterian Medical Plaza	3833 Coon Rapids Boulevard NW	Coon Rapids, MN	4100060381	1	1	\$184.84	FM	Active
New Albany	1995 Wellness Boulevard	Monroe, NC	4100064500	1	1	\$186.58	FM	Active
Katy Medical Complex MOB	7277 Smith's Mill Road	Albany, OH	4100044918	2	2	\$565.61	FM	Active
Summit Healthplex	21700 Kingland Blvd	Katy, TX	4100045184	1	1	\$284.95	FM	Active
MN Eye	1755 Hwy 34 East	Newnan, GA	4100034356	3	3	\$791.33	FM	Active
Fairhope MOB	10709 Wayzata Blvd	Minnetonka, MN	4100088471	1	1	\$170.73	FM	Active
	411 North Section Sheet	Fairhope, AL	4100047279	2	2	\$486.59	FM	Active

EXHIBIT C

**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 Schindler Elevator Company ("Contractor").

1. RECITALS

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 July 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.

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 will be added to Exhibit B (Portfolio Summary and Pricing as of 7.1.2016).

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.

[Signatures located on following page.]

OWNER:

PHYSICIANS REALTY L.P.

By: Physicians Realty Trust,
its General Partner

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

By: _____

Title: _____

Date: _____

CONTRACTOR:

SCHINDLER ELEVATOR COMPANY

By: _____

Title: _____

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)

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 a certificate holder under Contractor's Commercial General Liability policy, but only to the extent of a loss arising from or attributable to Contractor's gross negligence.

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.

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 certificate holders 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 certificate holders 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. If the contractor's work involves professional design or engineering, special evidence of design professional liability (also known as E&O) coverage will also be required.

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 certificate holders; (ii) waiver of subrogation as against Owner and Contractor and waiver of any right of contribution from their respective insurers; and (iii) if Contractor's insurance is provided by means of a so-called "blanket policy," the aggregate must apply per project, or per location. 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.