

JOHNSON CONTROLS MASTER SERVICE AGREEMENT

THIS VENDOR SERVICE AGREEMENT (this “Agreement”) is entered into as of October 27, 2022, 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: Multiple properties, as listed in Exhibit A & B (each a “Property,” and collectively the “Properties”).

Owner: Each of the entities set forth in exhibit A&B is an owner on a several basis

Manager: Physicians Realty L.P., as manager for and on behalf of each of the entities set forth on Exhibit A & B on a several basis

Work: Fire Life Safety Inspections/Service (See Exhibit A)

Contractor: Johnson Controls Fire Protection, LP

Contractor Federal I.D. Number: 58-2608861

Contractor’s Address: 5757 N. Green Bay Avenue Milwaukee, WI 53209
Address City, State, Zip Code

Contractor’s Telephone Number: 1-888-746-7539 (1-800-299-4377 Strategic Accounts)

Contractor Representative: Jenna Hirons, Strategic Account Manager Fire Preventative

Commencement Date: July 1, 2022, Completion Date: June 30, 2025

Total Agreement Amount: \$288,845.00 Payable as follows: monthly in advance, net 30

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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. In the event Owner fails to comply with the payment terms herein, Contractor may, upon giving thirty (30) days’ written notice to Owner and without prejudice to and in addition to any other legal remedies, suspend its performance of services under this Agreement. 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, and agents, (collectively, “Indemnified Parties”) from and against any third party claim, loss, liability, costs and expenses (including, without limitation, court costs and attorneys’ fees) incurred by or claimed against Indemnified Parties, attributable to personal injury, including death, or tangible property damage, but only to the extent caused by the negligent acts or willful misconduct of Contractor in fulfilling 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 negligence or intentional misconduct of Owner, its agents or employees to the extent of such 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 owned to Contractor.

12. **LIENS.** Contractor agrees that neither it nor any of its labor or material suppliers shall have, file, or maintain a lien for materials delivered for use in, or for work done in connection with 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 the services will be provided in a good and workmanlike manner, and any services not performed in such manner will be re-performed by Contractor, provided that Owner notifies Contractor no later than ninety (90) days from the date that the services were completed. Contractor further warrants that parts repaired or replaced by Contractor will be free from defects in workmanship, design and material for ninety (90) days from the date of installation or delivery of any part. Contractor’s sole obligation for breach of the foregoing warranty shall be to repair or replace defective parts or re-perform defective services. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. All other warranties are expressly waived.

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: Physicians Realty L.P.
c/o Physicians Realty Trust
309 North Water Street, 7th Floor
Milwaukee, WI 53202
Attn: Director of Operations

With a copy to:
Physicians Realty L.P.
c/o Physicians Realty Trust
309 North Water Street, 7th Floor
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.

In no event shall Contractor and its affiliates and their respective personnel, suppliers and vendors be liable in the aggregate for any damages relating to the Agreement or the services contemplated thereby in any amount exceeding the total amounts paid to Contractor during the twelve (12) month period prior to the date the claim arose, regardless of the cause and whether this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. Notwithstanding anything to the contrary contained herein, the limitation of liability in this section shall not apply to losses resulting from Contractor’s gross negligence, fraud or willful misconduct.

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: Various

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

c/o Physicians Realty Trust
309 N. Water Street, 7th Floor
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. **Alarm Monitoring Services.** In the event alarm monitoring services are to be provided by Contractor to Owner, alarm monitoring services shall be performed pursuant to the terms and conditions of Contractor's standard alarm monitoring services agreement.

b. **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.

c. **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 CONTRACTOR HEREUNDER AND/OR ANY CLAIM OF INJURY OR DAMAGE.

d. **Waiver for Consequential Damages.** In no event, whether in contract, tort or otherwise (including breach of warranty, negligence, product liability and strict liability in tort), will Contractor and its affiliates be liable to Owner (directly or indirectly) under any cause of action or theory of liability arising from, relating to, or in connection with this Agreement, even if advised of the possibility of such damages, for any: (a) special, incidental, consequential, punitive, or indirect damages; (b) lost profits, revenues, data, customer opportunities, business, anticipated savings, or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyberattacks or failures or interruptions to network systems.

e. **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.

f. **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.

g. **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.

h. 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.

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

j. 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.

k. 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.

l. 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.

m. 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.

n. 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.

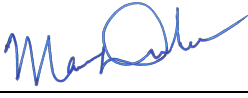
o. Time. Contractor agrees, except as otherwise expressly provided herein, time is of the essence with respect to the performance of the Work, the delivery of notices and all other obligations of Contractor hereunder, and Contractor will at all times deliver sufficient materials and labor required to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

OWNER/AUTHORIZED REPRESENTATIVE:

Physicians Realty, LP

By:  _____

Name: Mark Dukes

Title: SVP, Asset Management

CONTRACTOR:

Johnson Controls Fire Protection, LP

By: **Michael Lucie**  _____
Digitally signed by Michael Lucie
Date: 2022.11.07 15:17:36 -05'00'

Name: Michael Lucie

Title: Director - Stategice Accounts - Fire

EXHIBIT A

PROPOSAL

Customer Name: Various Entities set forth on Exhibit A&B c/o Physicians Realty L.P.

Proposal #: 1

Term: July 1, 2022 – June 30, 2025

Billing Customer Name: Physicians Realty L.P.

Address: 309 N. Water St., 7th Floor

City, State, ZIP: Milwaukee, WI 53202

Service Location Name: various

Address:

City, State, ZIP:

Johnson Controls Fire Protection, LP
5757 Green Bay Avenue
Milwaukee, WI 53209

Sales Representative: Jenna Hirons

Not to Exceeds

| | |
|---------------------|-------------------|
| Fire Alarm | \$2,500.00 |
| Sprinkler | \$2,500.00 |
| Extinguisher | \$1,500.00 |
| Other | \$1,500.00 |

Not to Exceeds are to be used for deficiencies corrected at time of inspection.

All other services will be performed as labor and material outlined in "Preferred Hourly Service Rates" below. Emergency diagnostics of one day's labor, excluding parts, may be applied to stabilize system impairments. Purchase Orders (POs) only required for service invoices above \$5,000.⁰⁰

Invoicing Options

Payment Terms: 30 days

Inspections will be billed: monthly in advance, consolidated

Invoices sent to bill-to address: 309 N. Water St., 7th Floor Milwaukee, WI 53202

Invoice Delivery Method for Inspections: Email – vendors@docreit.com

General Services:

Invoices will be delivered to: 309 N. Water St., 7th Floor Milwaukee, WI 53202

Invoice Delivery Method for Service: Email – vendors@docreit.com

Unless otherwise specified, if devices are out of reasonable reach (i.e., in excess of 10 feet), Customer shall provide safe access (scaffolding, mechanical lift, ladders, etc.) should Company determine it is necessary. Company will leverage its certified equipment, approved by EHS, that may result in additional cost to customer.

Fire Alarm Test and Inspection Service (Open Blue – Essential) – Annual Inspections & Semi-Annual Visuals ONLY w. battery load testing

Inspections and diagnostic tests for the accessible peripheral devices listed and currently connected to the facility fire alarm

Property Name: Various – see Exhibits A & B Contractor Name: Johnson Controls Fire Protection, LP

9/22/2022 | Vendor Service Agreement TEMPLATE 20170926

system. Tests will be scheduled in advance. Unless otherwise specified herein, batteries installed within wireless initiating and notification peripheral devices are not covered under this agreement. Replacement of such batteries will be at an additional cost.

Documentation

Accessible components and devices logged for: Location of each device tested, including system address or zone location, Test results and applicable voltage readings, any discrepancies found, Inspection documentation provided to Customer's representative. NOTE: Certain additional services may be required by the Authority Having Jurisdiction. AHJ or internal organization requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references to ensure that contracted services are in compliance with these requirements.

Sensitivity Testing for Conventional Smoke Detectors:

Smoke detector sensitivity testing will be performed on smoke detectors. Testing will be performed using UL/ULC approved sensitivity testing equipment. Devices performing outside the listed sensitivity range will be re-cleaned and re-tested, and, if necessary, noted and recommended for replacement. NOTE: Certain types of analog smoke sensors automatically satisfy this testing requirement through sensitivity reports printed from the fire alarm panel. Excludes duct smoke detectors.

100% per year

Duct Differential Testing – Annual

If you have opted to have your devices tested by Johnson Controls, this functional test of the smoke detector has been performed as part of your annual maintenance testing of the fire alarm system. The frequency and methods used are in accordance with NFPA 72 and/or the manufacturers recommended testing methods.

Additionally, the airflow through the duct detector housing itself should be tested, in accordance with NFPA 72, 2010 Edition, Table 14.4.2.2(g)(6). This section addresses the duct mounted housing with sampling tubes and states:

In addition to the testing required in Table 14.4.2.2(g)(1), duct smoke detectors utilizing sampling tubes shall be tested by verifying the correct pressure differential (within the manufacturer's published ranges) between the inlet and exhaust tubes using a method acceptable to the manufacturer to ensure that the device will properly sample the airstream. These tests shall be made in accordance with the manufacturer's published instructions for the device installed.

Customer Portal

Sprinkler Test and Inspection Service (Open Blue – Essential) – Annual Inspections & Semi-Annual Tamper/Flow Testing & Quarterly FDC Testing w. Visual Inspections

Inspections and diagnostic tests for the accessible fire sprinkler devices listed and currently connected to fire sprinkler system. Tests will be scheduled in advance.

Annual wet pipe sprinkler test and inspect includes inspecting gauges, system valves, components and signs; operating control valves; testing tamper and flow switches and local alarms and signals; opening main drain to record static and residual pressures; inspecting the fire department connection; and doing a building walkthrough to visually inspect sprinklers, piping, fittings and hangers from the floor level.

Dry Sprinkler

Annual dry pipe sprinkler test & inspection includes inspecting gauges, systems valves, components and signs; operating control valves; testing tamper and pressure switches, and local alarms and signals; opening main drain to record static and residual pressures; partial trip test, draining of low point drains [locations provided by buyer], inspecting the fire department connection; and doing a building walkthrough to visually inspect sprinklers, piping, fittings and hangers from the floor level.

Semi-Annual dry pipe sprinkler test & inspect includes inspecting gauges, water flow alarms, valve supervisory alarms, hydraulic nameplate, and control valves for position. Test mechanical alarms and low pressure alarms if present. One main drain test conducted downstream of main backflows or pressure reducing valves and test flow alarms and pressure switches.

Quarterly dry pipe sprinkler test & inspect includes inspecting gauges, water flow alarms, valve supervisory alarms, hydraulic nameplate, and control valves for position. Test mechanical alarms and low pressure alarms if present. One main drain test conducted downstream of main backflows or pressure reducing valves

Preaction – Quarterly Inspections

Semi-Annual preaction system sprinkler test & inspect includes inspecting gauges, water flow alarms, valve supervisory alarms, hydraulic nameplate, and control valves for position. Test mechanical alarms and low pressure alarms if present. One main drain test conducted downstream of main backflows or pressure reducing valves and test flow alarms and pressure switches.

Quarterly preaction system sprinkler test & inspect includes inspecting gauges, water flow alarms, valve supervisory alarms, hydraulic nameplate, and control valves for position. Test mechanical alarms and low pressure alarms if present. One main drain test conducted downstream of main backflows or pressure reducing valves.

Inspecting the Fire Department Connection is required quarterly. Items checked for includes condition, operation, leakage, blockage, accessibility, and damage.

Backflow – Hydrant – Standpipe/Fire Hose Valves – Annual Inspections

Inspections and diagnostic tests for the accessible fire sprinkler devices listed and currently connected to fire sprinkler system. Tests will be scheduled in advance.

Documentation

Accessible components and devices logged for: Test results, any discrepancies found noted, inspection documentation provided to customer. NOTE: Certain additional services may be required by the Authority Having Jurisdiction. AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted services fulfill requirements.

Customer Portal

Extinguisher Test and Inspection Service (Open Blue – Essential) – Annual Inspections

Inspections and diagnostic tests for the accessible portable fire extinguishers listed. Any recharges, hydrostatic testing, service parts and labor will be performed at the time of inspection and billed in addition to this agreement.

Documentation

Any discrepancies found will be noted. Inspection documentation shall be provided to customer. NOTE: Certain additional services may be required by the Authority Having Jurisdiction. AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted Services fulfill requirements.

Customer Portal

Fire Alarm Monitoring Description & Terms and Conditions – See Exhibit E

EXHIBIT A-1 – RATE CARD- NATIONAL ACCOUNTS PREFERRED HOURLY SERVICE RATES

| SPRINKLER | |
|--|--------------------------|
| Sprinkler service rate (non-Union) | \$139 |
| Sprinkler service rate (Union) – not to exceed | \$168 |
| Sprinkler service rate (Metro areas*) | \$194 |
| SUPPRESSION AND EXTINGUISHER | |
| Fire Extinguisher/Emergency Light/Kitchen Hood service rate | \$133 |
| Fire Extinguisher/Emergency Light/Kitchen Hood service rate (Metro areas*) | \$144 (two hour minimum) |
| Special Hazard/Engineered Suppression Systems | \$162 |
| Special Hazard/Engineered Suppression Systems (Metro areas*) | \$205 (two hour minimum) |
| ALARM & DETECTION | |
| Electronic Fire Alarm/Security/Access Control/CCTV systems service rate | \$168 |
| Electronic Fire Alarm/Security/Access Control/CCTV systems service rate (Metro areas*) | \$211 (two hour minimum) |

*Metro Areas – Long Island NY, Pittsburgh PA, Santa Rosa CA, Miami FL, San Francisco CA, Portland OR, DC Metro, Boston MA, Los Angeles CA, Richmond VA, Worcester MA, Detroit MI, Newburgh NY, San Diego CA, New York City NY, Baltimore MD, St. Louis MO, North Jersey NJ, Providence RI, Chicago IL, Philadelphia PA, Nashua NH

ALL LABOR SUBJECT TO THE FOLLOWING:

- Overtime Multiplier 1.5x
- Doubletime Multiplier 2x

| Time Classification | Start Time | End Time | Hourly Rate |
|---|--------------------|--------------------------------|--------------------|
| Standard Time M-F | 8:00 AM | 5:00 PM | 1 x |
| Standard after hours M-Th Except Friday: | 5:01 PM 5:01 PM | 7:59 AM 12:00 AM (Midnight) | 1.5 x |
| Saturday | 12:01 AM | 12:00 AM (Midnight) | 1.5 x |
| Sundays and Holidays | 12:01 AM | 12:00 AM (Midnight) | 2 x |

- Minimum charge for an Emergency and a Priority Call Is 3 Hours
- Maximum Travel Charge Is 4 Hours
- Prices are subject to change with 30-day notice
- A truck charge will be charged on service calls and repair services
- A turn away fee of 2 hours will be charged for confirmed services if turned away upon arrival
- Hours of operation are in the local time of the property

Property Name: Various – see Exhibits A & B Contractor Name: Johnson Controls Fire Protection, LP
 9/22/2022 | Vendor Service Agreement TEMPLATE 20170926

EXHIBIT A-2 – SCOPE & PRICING BY SITE

DOC-15255 Max Leggett Pkwy MOB, LLC - University of Florida Health North MOB

15255 Max Leggett Pkwy Jacksonville, FL 32218

| <u>System</u> | <u>Inspection Month(s)</u> | <u>Annual Cost - Year 1</u> | <u>Annual Cost - Year 2</u> | <u>Annual Cost - Year 3</u> |
|---------------------------|----------------------------|-----------------------------|-----------------------------|-----------------------------|
| Fire Alarm Monitoring | - | \$550 | \$650 | \$750 |
| Fire Alarm | Sept/March | \$7,991 | \$8,016 | \$8,041 |
| Duct Differential Testing | June | \$766 | \$945 | \$1,123 |
| Wet Sprinkler | Sept/Dec/March/June | \$1,897 | \$2,624 | \$3,262 |
| Fire Pump | December | \$919 | \$1,042 | \$1,165 |
| Backflow | December | \$428 | \$578 | \$728 |
| Extinguishers | September | \$315 | \$435 | \$615 |

| System | Quantity | Frequency | Inspection Months |
|---|----------|--|---------------------|
| Fire Alarm – Simplex 4100U | | Annual w. Semi-Annual Visual & Battery Check | September/March |
| Main Fire Alarm Panel | 2 | | |
| Remote Power Supply/NAC | 12 | | |
| Annunciator/Additional FACP | 2 | | |
| Smoke Detector | 354 | | |
| Heat Detector | 12 | | |
| Duct Detector | 16 | | |
| Pull Station | 33 | | |
| Audio-Visual Notification | 381 | | |
| Elevator Recall Heat/Smoke Detectors | 10 | | |
| Relays | 7 | | |
| Dialer Test | 1 | | |
| Door Holder | 17 | | |
| Fire Alarm – Duct Differential Testing | | Annual | June |
| Duct Detector | 16 | | |
| Sprinkler System | | Annual w. Semi-Annual Tamper & Flow Testing, Quarterly Visuals & FDC Testing | Sept/Dec/March/June |
| Wet Risers | 1 | | |
| Additional Control Valves | 28 | | |
| Waterflow/Tamper Switch | 27 | Semi-Annual | |
| FDC | 1 | Quarterly | |
| Supervisory | 3 | | |
| Backflow System | | Annual | December |
| Backflow Preventer | 5 | | |
| Fire Pump System | | Annual | December |
| Electric Fire Pump | 1 | | |
| Extinguishers/Portables System | | Annual | September |
| ABC Dry Chemical Extinguisher | 90 | | |
| FE-36, Halotron, CO2, K-Class | 2 | | |

University of Florida Health North MOB Total Year 1 – \$12,866

University of Florida Health North MOB Total Year 2 – \$14,290

University of Florida Health North MOB Total Year 3 – \$15,684

DOC-10740 Palm River Rd MOB, LLC - TGH Brandon Healthplex

10740 Palm River Rd Brandon, FL 33619

| <u>System</u> | <u>Inspection Month(s)</u> | <u>Annual Cost - Year 1</u> | <u>Annual Cost - Year 2</u> | <u>Annual Cost - Year 3</u> |
|---------------------------|----------------------------|-----------------------------|-----------------------------|-----------------------------|
| Fire Alarm | Sept/March | \$5,314 | \$5,339 | \$5,363 |
| Duct Differential Testing | March | \$2,503 | \$2,579 | \$2,655 |
| Wet Sprinkler | Sept/Dec/March/June | \$2,077 | \$2,377 | \$2,677 |
| Fire Pump | December | \$932 | \$997 | \$1,062 |
| Standpipe/Hoses Valves | June | \$133 | \$133 | \$133 |
| Backflow | December | \$444 | \$487 | \$531 |
| Hydrant | June | \$315 | \$315 | \$315 |
| Extinguishers | June | \$268 | \$315 | \$362 |

| System | Quantity | Frequency | Inspection Months |
|---|----------|--|---------------------|
| Fire Alarm – Notifier NFS2-3030 | | Annual w. Semi-Annual Visual & Battery Check | Sept/March |
| Main Fire Alarm Panel | 1 | | |
| Remote Power Supply/NAC | 8 | | |
| Annunciator/Additional FACP | 4 | | |
| Smoke Detector | 133 | | |
| Duct Detector | 43 | | |
| Pull Station | 32 | | |
| Audio-Visual Notification | 282 | | |
| Elevator Recall Heat/Smoke Detectors | 2 | | |
| Relays | 1 | | |
| Dialer Test | 1 | | |
| Door Holder | 16 | | |
| Fire Alarm – Duct Differential Testing | | Annual | March |
| Duct Detector | 43 | | |
| Sprinkler System | | Annual w. Semi-Annual Tamper & Flow Testing, Quarterly Visuals & FDC Testing | July/Sept/Dec/March |
| Wet Risers | 1 | | |
| Additional Control Valves | 26 | | |
| Waterflow/Tamper Switch | 29 | Semi-Annual | |
| FDC | 1 | Quarterly | |
| Supervisory | 3 | | |
| Fire Hydrant System | | Annual | July |
| Private Fire Hydrant Flush | 2 | | |
| Standpipe/Fire Hose System | | Annual | July |
| Standpipes/Hose Valves | 4 | | |
| Backflow System | | Annual | December |
| Backflow Preventer | 5 | | |
| Fire Pump System | | Annual | December |
| Electric Fire Pump | 1 | | |
| Extinguishers/Portables System | | Annual | July |
| ABC Dry Chemical Extinguisher | 48 | | |
| FE-36, Halotron, CO2, K-Class | 4 | | |

TGH Brandon Healthplex MOB Total Year 1 – \$11,986

TGH Brandon Healthplex MOB Total Year 2 – \$12,542

TGH Brandon Healthplex MOB Total Year 3 – \$13,098

DOC-251 Breezeway St MOB, LLC - Yulee MOB

251 Breezeway St Yulee, FL 32097

| <u>System</u> | <u>Inspection Month(s)</u> | <u>Annual Cost - Year 1</u> | <u>Annual Cost - Year 2</u> | <u>Annual Cost - Year 3</u> |
|---------------------------|----------------------------|-----------------------------|-----------------------------|-----------------------------|
| Fire Alarm Monitoring | - | \$550 | \$650 | \$750 |
| Fire Alarm | Aug/Feb | \$2,026 | \$2,026 | \$2,026 |
| Duct Differential Testing | August | \$561 | \$578 | \$595 |
| Wet Sprinkler | Aug/Nov/Feb/May | \$744 | \$988 | \$1,232 |
| Backflow | August | \$378 | \$427 | \$477 |
| Hydrant | August | \$126 | \$142 | \$158 |
| Extinguishers | August | \$158 | \$158 | \$158 |

| System | Quantity | Frequency | Inspection Months |
|---|----------|--|-------------------|
| Fire Alarm – Simplex 4100ES | | Annual w. Semi-Annual Visual & Battery Check | August/February |
| Main Fire Alarm Panel | 1 | | |
| Remote Power Supply/NAC | 1 | | |
| Annunciator/Additional FACP | 1 | | |
| Smoke Detector | 4 | | |
| Duct Detector | 8 | | |
| Pull Station | 2 | | |
| Audio-Visual Notification | 10 | | |
| Dialer Test | 1 | | |
| Fire Alarm – Duct Differential Testing | | Annual | August |
| Duct Detector | 8 | | |
| Sprinkler System | | Annual w. Semi-Annual Tamper & Flow Testing, Quarterly Visuals & FDC Testing | Aug/Nov/Feb/May |
| Wet Risers | 1 | | |
| Additional Control Valves | 3 | | |
| Waterflow/Tamper Switch | 3 | Semi-Annual | |
| FDC | 1 | Quarterly | |
| Fire Hydrant System | | Annual | August |
| Private Fire Hydrant Flush | 1 | | |
| Backflow System | | Annual | August |
| Backflow Preventer | 3 | | |
| Extinguishers/Portables System | | Annual | August |
| ABC Dry Chemical Extinguisher | 21 | | |

Yulee MOB Total Year 1 – \$4,543

Yulee MOB Total Year 2 – \$4,969

Yulee MOB Total Year 3 – \$5,396

DOC-4 Columbus Ave MOB, LLC - Bay City MOB

4 Columbus Ave Bay City, MI 48708

| <u>System</u> | <u>Inspection Month(s)</u> | <u>Annual Cost - Year 1</u> | <u>Annual Cost - Year 2</u> | <u>Annual Cost - Year 3</u> |
|------------------------|----------------------------|-----------------------------|-----------------------------|-----------------------------|
| Fire Alarm Monitoring | - | \$550 | \$650 | \$750 |
| Fire Alarm | Dec/June | \$4,184 | \$4,525 | \$4,866 |
| Wet Sprinkler | Sept/Dec/June/Dec | \$1,237 | \$1,895 | \$2,552 |
| Fire Pump | January | \$959 | \$1,095 | \$1,231 |
| Standpipe/Hoses Valves | June | \$322 | \$392 | \$462 |
| Backflow | June | \$341 | \$341 | \$341 |
| Extinguishers | March | \$191 | \$225 | \$259 |

| System | Quantity | Frequency | Inspection Months |
|---------------------------------------|----------|--|---------------------|
| Fire Alarm – Edwards EST 3 | | Annual w. Semi-Annual Visual & Battery Check | December/June |
| Main Fire Alarm Panel | 1 | | |
| Remote Power Supply/NAC | 7 | | |
| Smoke Detector | 176 | | |
| Heat Detector | 12 | | |
| Duct Detector | 27 | | |
| Pull Station | 14 | | |
| Audio-Visual Notification | 206 | | |
| Dialer Test | 1 | | |
| Sprinkler System | | Annual w. Semi-Annual Tamper & Flow Testing, Quarterly Visuals & FDC Testing | Sept/Dec/March/June |
| Wet Risers | 4 | | |
| Additional Control Valves | 17 | | |
| Waterflow/Tamper Switch | 22 | Semi-Annual | |
| FDC | 1 | Quarterly | |
| Supervisory | 2 | | |
| Fire Pump System | | Annual | January |
| Electric Fire Pump | 1 | | |
| Standpipe/Fire Hose System | | Annual | June |
| Fire Hose Valves | 9 | | |
| Backflow System | | Annual | June |
| Backflow Preventer | 3 | | |
| Extinguishers/Portables System | | Annual | March |
| ABC Dry Chemical Extinguisher | 37 | | |

Bay City MOB Total Year 1 – \$7,784
Bay City MOB Total Year 2 – \$9,123
Bay City MOB Total Year 3 – \$10,461

DOC-16815 E Jefferson Ave MOB, LLC - Beaumont Grosse Pointe MOB

16815 E. Jefferson Ave Grosse Pointe, MI 48230

| <u>System</u> | <u>Inspection Month(s)</u> | <u>Annual Cost - Year 1</u> | <u>Annual Cost - Year 2</u> | <u>Annual Cost - Year 3</u> |
|---------------|----------------------------|-----------------------------|-----------------------------|-----------------------------|
| Fire Alarm | Sept/March | \$4,300 | \$4,636 | \$4,972 |
| Wet Sprinkler | July/Oct/Jan/April | \$1,523 | \$1,844 | \$2,166 |
| Fire Pump | June | \$988 | \$1,109 | \$1,231 |
| Extinguishers | June | \$215 | \$272 | \$329 |

| System | Quantity | Frequency | Inspection Months |
|---------------------------------------|----------|--|--------------------|
| Fire Alarm – Simplex 4100ES | | Annual w. Semi-Annual Visual & Battery Check | September/March |
| Main Fire Alarm Panel | 1 | | |
| Annunciator/Additional FACP | 1 | | |
| Smoke Detector | 171 | | |
| Heat Detector | 15 | | |
| Duct Detector | 31 | | |
| Pull Station | 43 | | |
| Audio-Visual Notification | 24 | | |
| Relays | 15 | | |
| Dialer Test | 1 | | |
| Sprinkler System | | Annual w. Semi-Annual Tamper & Flow Testing, Quarterly Visuals & FDC Testing | July/Oct/Jan/April |
| Wet Risers | 4 | | |
| Additional Control Valves | 18 | | |
| Waterflow/Tamper Switch | 4 | Semi-Annual | |
| FDC | 1 | Quarterly | |
| Fire Pump System | | Annual | June |
| Electric Fire Pump | 1 | | |
| Extinguishers/Portables System | | Annual | June |
| ABC Dry Chemical Extinguisher | 47 | | |

Beaumont Grosse Pointe MOB Total Year 1 – \$7,026

Beaumont Grosse Pointe MOB Total Year 2 – \$7,861

Beaumont Grosse Pointe MOB Total Year 3 – \$8,698

DOC-1555 South Blvd East MOB, LLC - Beaumont Health and Wellness Center

1555 South Blvd. E. Rochester Hills, MI 48307

| <u>System</u> | <u>Inspection Month(s)</u> | <u>Annual Cost - Year 1</u> | <u>Annual Cost - Year 2</u> | <u>Annual Cost - Year 3</u> |
|---------------|----------------------------|-----------------------------|-----------------------------|-----------------------------|
| Fire Alarm | Sept/March | \$2,160 | \$2,482 | \$2,804 |
| Wet Sprinkler | Sept/Dec/March/June | \$1,222 | \$1,554 | \$1,886 |
| Backflow | June | \$447 | \$531 | \$615 |
| Extinguishers | December | \$163 | \$169 | \$175 |

| System | Quantity | Frequency | Inspection Months |
|---------------------------------|----------|--|-------------------|
| Fire Alarm – Siemens MXL | | Annual w. Semi-Annual Visual & Battery Check | September/March |
| Main Fire Alarm Panel | 1 | | |
| Remote Power Supply/NAC | 7 | | |
| Annunciator/Additional FACP | 1 | | |
| Smoke Detector | 24 | | |
| Duct Detector | 20 | | |
| Pull Station | 20 | | |
| Audio-Visual Notification | 106 | | |
| Dialer Test | 1 | | |

| | | | |
|---------------------------------------|----|--|---------------------|
| Sprinkler System | | Annual w. Semi-Annual Tamper & Flow Testing, Quarterly Visuals & FDC Testing | Sept/Dec/March/June |
| Wet Risers | 4 | | |
| Additional Control Valves | 7 | | |
| Waterflow/Tamper Switch | 11 | Semi-Annual | |
| FDC | 1 | Quarterly | |
| Backflow System | | Annual | June |
| Backflow Preventer | 4 | | |
| Extinguishers/Portables System | | Annual | December |
| ABC Dry Chemical Extinguisher | 25 | | |

Beaumont Health and Wellness Center MOB Total Year 1 – \$3,992

Beaumont Health and Wellness Center MOB Total Year 2 – \$4,736

Beaumont Health and Wellness Center MOB Total Year 3 – \$5,480

DOC-44344 Dequindre Rd MOB, LLC - Beaumont POB

43444 Dequindre Rd Sterling Heights, MI 48314

| <u>System</u> | <u>Inspection Month(s)</u> | <u>Annual Cost - Year 1</u> | <u>Annual Cost - Year 2</u> | <u>Annual Cost - Year 3</u> |
|---------------|----------------------------|-----------------------------|-----------------------------|-----------------------------|
| Fire Alarm | Sept/March | \$4,038 | \$5,314 | \$6,590 |
| Wet Sprinkler | Sept/Dec/March/June | \$1,592 | \$1,969 | \$2,345 |
| Fire Pump | March | \$941 | \$1,086 | \$1,231 |
| Backflow | June | \$321 | \$392 | \$462 |
| Extinguishers | June | \$240 | \$240 | \$240 |

| <u>System</u> | <u>Quantity</u> | <u>Frequency</u> | <u>Inspection Months</u> |
|---------------------------------------|-----------------|--|--------------------------|
| Fire Alarm – Simplex 4100U | | Annual w. Semi-Annual Visual & Battery Check | September/March |
| Main Fire Alarm Panel | 1 | | |
| Annunciator/Additional FACP | 6 | | |
| Smoke Detector | 153 | | |
| Duct Detector | 61 | | |
| Pull Station | 14 | | |
| Audio-Visual Notification | 40 | | |
| Relays | 11 | | |
| Dialer Test | 1 | | |
| Sprinkler System | | Annual w. Semi-Annual Tamper & Flow Testing, Quarterly Visuals & FDC Testing | Sept/Dec/March/June |
| Wet Risers | 6 | | |
| Additional Control Valves | 19 | | |
| Waterflow/Tamper Switch | 16 | Semi-Annual | |
| FDC | 1 | Quarterly | |
| Backflow System | | Annual | June |
| Backflow Preventer | 3 | | |
| Fire Pump System | | Annual | March |
| Electric Fire Pump | 1 | | |
| Extinguishers/Portables System | | Annual | June |
| ABC Dry Chemical Extinguisher | 34 | | |

Beaumont POB Total Year 1 – \$7,132

Beaumont POB Total Year 2 – \$9,001

Beaumont POB Total Year 3 – \$10,868

DOC-1200 N State St MOB, LLC - Jackson Baptist Medical Center - Belhaven

1200 N. State St Jackson, MS 39202

| <u>System</u> | <u>Inspection Month(s)</u> | <u>Annual Cost - Year 1</u> | <u>Annual Cost - Year 2</u> | <u>Annual Cost - Year 3</u> |
|---------------|----------------------------|-----------------------------|-----------------------------|-----------------------------|
| Fire Alarm | Dec/June | \$7,424 | \$7,533 | \$7,642 |
| Wet Sprinkler | Sept/Dec/March/June | \$1,603 | \$1,857 | \$2,111 |
| Fire Pump | June | \$842 | \$887 | \$933 |
| Backflow | June | \$278 | \$278 | \$278 |
| Extinguishers | July | \$238 | \$310 | \$383 |

*schedule returns to correct Sept/Dec/March/June schedule for years 2 & 3

| System | Quantity | Frequency | Inspection Months |
|---------------------------------------|----------|--|---------------------|
| Fire Alarm – Simplex 4100ES | | Annual w. Semi-Annual Visual & Battery Check | June/December |
| Main Fire Alarm Panel | 1 | | |
| Annunciator/Additional FACP | 2 | | |
| Remote Power Supply/NAC | 10 | | |
| Smoke Detector | 287 | | |
| Heat Detector | 16 | | |
| Duct Detector | 43 | | |
| Pull Station | 31 | | |
| Audio-Visual Notification | 64 | | |
| Dialer Test | 1 | | |
| Sprinkler System | | Annual w. Semi-Annual Tamper & Flow Testing, Quarterly Visuals & FDC Testing | Sept/Dec/March/June |
| Wet Risers | 1 | | |
| Additional Control Valves | 13 | | |
| Waterflow/Tamper Switch | 23 | Semi-Annual | |
| FDC | 1 | Quarterly | |
| Supervisory | 5 | | |
| Fire Pump System | | Annual | June |
| Electric Fire Pump | 1 | | |
| Backflow System | | Annual | June |
| Backflow Preventer | 1 | | |
| Extinguishers/Portables System | | Annual | July |
| ABC Dry Chemical Extinguisher | 59 | | |

Jackson Baptist Medical Center - Belhaven Total Year 1 – \$10,385

Jackson Baptist Medical Center - Belhaven Total Year 2 – \$10,865

Jackson Baptist Medical Center - Belhaven Total Year 3 – \$11,347

DOC-2 Hospital Plaza MOB, LLC - Old Bridge Medical Office Building

2 Hospital Plaza Old Bridge, NJ 08857

| <u>System</u> | <u>Inspection Month(s)</u> | <u>Annual Cost - Year 1</u> | <u>Annual Cost - Year 2</u> | <u>Annual Cost - Year 3</u> |
|-----------------------|----------------------------|-----------------------------|-----------------------------|-----------------------------|
| Fire Alarm Monitoring | - | \$550 | \$650 | \$750 |
| Fire Alarm | Dec/June | \$7,023 | \$7,023 | \$7,023 |
| Wet Sprinkler | Sept/Dec/March/June | \$1,840 | \$1,994 | \$2,148 |
| Fire Pump | September | \$987 | \$1,175 | \$1,364 |
| Backflow | September | \$469 | \$661 | \$853 |
| Preaction | Sept/Dec/March/June | \$822 | \$923 | \$1,024 |
| Extinguishers | September | \$257 | \$274 | \$292 |

| System | Quantity | Frequency | Inspection Months |
|---------------------------------------|----------|--|---------------------|
| Fire Alarm – Edwards EST | | Annual w. Semi-Annual Visual & Battery Check | December/June |
| Main Fire Alarm Panel | 1 | | |
| Annunciator/Additional FACP | 13 | | |
| Smoke Detector | 214 | | |
| Heat Detector | 3 | | |
| Duct Detector | 8 | | |
| Pull Station | 21 | | |
| Audio-Visual Notification | 233 | | |
| Elevator Recall Heat/Smoke Detector | 2 | | |
| Dialer Test | 1 | | |
| Sprinkler System | | Annual w. Semi-Annual Tamper & Flow Testing, Quarterly Visuals & FDC Testing | Sept/Dec/March/June |
| Wet Risers | 1 | | |
| Preaction System | 1 | | |
| Additional Control Valves | 7 | | |
| Waterflow/Tamper Switch | 12 | Semi-Annual | |
| FDC | 1 | Quarterly | |
| Fire Pump System | | Annual | September |
| Electric Fire Pump | 1 | | |
| Backflow System | | Annual | September |
| Backflow Preventer | 2 | | |
| Extinguishers/Portables System | | Annual | September |
| ABC Dry Chemical Extinguisher | 43 | | |

Old Bridge Medical Office Building Total Year 1 – \$11,948
Old Bridge Medical Office Building Total Year 2 – \$12,700
Old Bridge Medical Office Building Total Year 3 – \$13,454

DOC-850 Enterprise Pkwy MOB, LLC - Riverside MOB

850 Enterprise Pkwy Hampton, VA 23666

| <u>System</u> | <u>Inspection Month(s)</u> | <u>Annual Cost - Year 1</u> | <u>Annual Cost - Year 2</u> | <u>Annual Cost - Year 3</u> |
|---------------|----------------------------|-----------------------------|-----------------------------|-----------------------------|
| Fire Alarm | Sept/March | \$3,121 | \$3,280 | \$3,440 |
| Wet Sprinkler | Sept/Dec/March/June | \$971 | \$1,051 | \$1,132 |
| Extinguishers | March | \$173 | \$223 | \$272 |

| System | Quantity | Frequency | Inspection Months |
|---------------------------------------|----------|--|---------------------|
| Fire Alarm – Gamewell FCI S3 | | Annual w. Semi-Annual Visual & Battery Check | September/March |
| Main Fire Alarm Panel | 1 | | |
| Annunciator/Additional FACP | 1 | | |
| Remote Power Supply/NAC | 2 | | |
| Smoke Detector | 91 | | |
| Duct Detector | 18 | | |
| Pull Station | 27 | | |
| Audio-Visual Notification | 153 | | |
| Elevator Recall Heat/Smoke Detector | 3 | | |
| Dialer Test | 1 | | |
| Sprinkler System | | Annual w. Semi-Annual Tamper & Flow Testing, Quarterly Visuals & FDC Testing | Sept/Dec/March/June |
| Wet Risers | 2 | | |
| Additional Control Valves | 5 | | |
| Waterflow/Tamper Switch | 6 | Semi-Annual | |
| FDC | 1 | Quarterly | |
| PIV | 1 | | |
| Extinguishers/Portables System | | Annual | March |
| ABC Dry Chemical Extinguisher | 40 | | |

Riverside MOB Total Year 1 – \$4,265
Riverside MOB Total Year 2 – \$4,554
Riverside MOB Total Year 3 – \$4,844

DOC-484 County Line Rd West MOB, LLC – Westerville II MOB

484 County Line Road West Westerville, OH 43082

| System | Inspection Month(s) | Annual Cost - Year 1 | Annual Cost - Year 2 | Annual Cost - Year 3 |
|------------------|---------------------|----------------------|----------------------|----------------------|
| Fire Alarm | September | \$1,196 | \$1,196 | \$1,196 |
| Wet Sprinkler | Oct/Jan/April/July | \$799 | \$799 | \$799 |
| Fire Hydrant | April | \$192 | \$192 | \$192 |
| Backflow | April | \$96 | \$96 | \$96 |
| Emergency Lights | Aug | \$1,223 | \$1,223 | \$1,223 |
| Extinguishers | Aug | \$117 | \$117 | \$117 |

| System | Quantity | Frequency | Inspection Months |
|---------------------------------------|----------|--|--------------------|
| Fire Alarm – Simplex 4100 | | Annual | October |
| Main Fire Alarm Panel | 1 | | |
| Annunciator/Additional FACP | 1 | | |
| Remote Power Supply/NAC | 3 | | |
| Smoke Detector | 7 | | |
| Duct Detector | 10 | | |
| Pull Station | 11 | | |
| Audio-Visual Notification | 144 | | |
| Heat Detector | 2 | | |
| Dialer Test | 1 | | |
| Sprinkler System | | Annual w. Semi-Annual Tamper & Flow Testing, Quarterly Visuals & FDC Testing | Oct/Jan/April/July |
| Wet Risers | 1 | | |
| Additional Control Valves | 4 | | |
| Waterflow/Tamper Switch | 4 | Semi-Annual | |
| FDC | 1 | Quarterly | |
| Fire Hydrant System | | Annual | April |
| Private Fire Hydrant Flush | 2 | | |
| Backflow System | | Annual | April |
| Backflow Preventer | 1 | | |
| Emergency/Exit Light System | | Annual | August |
| Emergency/Exit Lights | 72 | | |
| Extinguishers/Portables System | | Annual | August |
| ABC Dry Chemical Extinguisher | 15 | | |

484 County Line West Road MOB Total Year 1 – \$3,623
 484 County Line West Road MOB Total Year 2 – \$3,623
 484 County Line West Road MOB Total Year 3 – \$3,623

DOC-Eden Hill Medical Center, LLC – Eden Hill Medical Center

200 Banning St., Suite 330 Dover, DE 19904

| <u>System</u> | <u>Inspection Month(s)</u> | <u>Annual Cost - Year 1</u> | <u>Annual Cost - Year 2</u> | <u>Annual Cost - Year 3</u> |
|------------------|----------------------------|-----------------------------|-----------------------------|-----------------------------|
| Wet Sprinkler | June | \$374 | \$374 | \$374 |
| Standpipe | June | \$380 | \$380 | \$380 |
| Backflow | June | \$340 | \$340 | \$340 |
| Emergency Lights | December | \$676 | \$676 | \$676 |
| Extinguishers | December | \$256 | \$256 | \$256 |

| System | Quantity | Frequency | Inspection Months |
|---------------------------------------|----------|-----------|-------------------|
| Sprinkler System | | Annual | June |
| Wet Risers | 1 | | |
| Additional Control Valves | 7 | | |
| Waterflow/Tamper Switch | 7 | | |
| FDC | 1 | | |
| Standpipe System | | Annual | June |
| Standpipe | 1 | | |
| Hose Valve Connections | 6 | | |
| Backflow System | | Annual | June |
| Backflow Preventer | 1 | | |
| Emergency/Exit Light System | | Annual | December |
| Emergency/Exit Lights | 50 | | |
| Extinguishers/Portables System | | Annual | December |
| ABC Dry Chemical Extinguisher | 24 | | |
| Water-Mist Extinguisher | 2 | | |

Eden Hill Medical Center Total Year 1 – \$2,026
 Eden Hill Medical Center Total Year 2 – \$2,026
 Eden Hill Medical Center Total Year 3 – \$2,026

Total Annual Inspection Cost (All Sites) Year 1 July 2022-June 2023 – \$87,576

Total Annual Inspection Cost (All Sites) Year 2 July 2023-June 2024 – \$96,290

Total Annual Inspection Cost (All Sites) Year 3 July 2024-June 2025 – \$104,979

EXHIBIT B

The sites and services listed in Exhibit A are not all-inclusive. From time-to-time, sites from the list below may be added to the inspection agreement. Additional sites not on the following list may also be brought under the Physicians portfolio in the future.

| Address | City | State | ZIP |
|---------------------------------|---------------------|--------------|------------|
| 411 North Section Street | Fairhope | AL | 36532 |
| 669 South McKenzie | Foley | AL | 36535 |
| 2660 10th Avenue South | Birmingham | AL | 35205 |
| 100 Pilot Medical Drive | Birmingham | AL | 35235 |
| 1 St Vincent Circle | Little Rock | AR | 72205 |
| 4419 N Highway 7 | Hot Springs Village | AR | 71909 |
| 1455 Higdon Ferry Road | Hot Springs | AR | 71913 |
| 18275 North 59th Ave | Glendale | AZ | 85308 |
| 10815 W. McDowell Road | Avondale | AZ | 85392 |
| 13555 W. McDowell Road | Goodyear | AZ | 85395 |
| 3815 E. Bell Road | Phoenix | AZ | 85032 |
| 9250 N. 3rd Street | Phoenix | AZ | 85020 |
| 16838 E. Palisades Boulevard | Fountain Hills | AZ | 85268 |
| 8962 E Desert Cove Avenue | Scottsdale | AZ | 85260 |
| 7330 N 99th Avenue | Glendale | AZ | 85305 |
| 7242 East Osborn Road | Scottsdale | AZ | 85251 |
| 33300 N. 32nd Avenue | Phoenix | AZ | 85085 |
| 201 N Mountain Road | Plainville | CT | 06062 |
| 440 New Britain Avenue | Plainville | CT | 06062 |
| 200 Banning Street | Dover | DE | 19904 |
| 3663 Bee Ridge Road | Sarasota | FL | 34233 |
| 1299 Industrial Drive | Crestview | FL | 32539 |
| 5101 N Davis Highway | Pensacola | FL | 32503 |
| 12601 Sorrento Road | Pensacola | FL | 32507 |
| 7900 Forest City Road | Orlando | FL | 32810 |
| 1050 SE Monterey Road | Stuart | FL | 34994 |
| 9726 Touchton Road | Jacksonville | FL | 32256 |
| 9726 Touchton Road | Jacksonville | FL | 32256 |
| 2590 Healing Way | Wesley Chapel | FL | 33544 |
| 15255 Max Leggett Parkway | Jacksonville | FL | 32256 |
| 10740 Palm River Rd | Brandon | FL | 33619 |
| 5505 Peachtree Dunwoody Road | Atlanta | GA | 30342 |
| 900 Towne Lake Parkway | Woodstock | GA | 30189 |
| 1100 Johnson Ferry | Atlanta | GA | 30342 |
| 500 Medical Center Boulevard | Lawrenceville | GA | 30046 |
| 3855 Pleasant Hill Road | Duluth | GA | 30096 |
| 631 Professional Drive | Lawrenceville | GA | 30046 |
| 1110 West Peachtree Street NW | Atlanta | GA | 30309 |
| 5555 Peachtree Dunwoody Road NE | Atlanta | GA | 30342 |
| 1310 N Main Street | Sandwich | IL | 60548 |
| 329 Remington Blvd | Bolingbrook | IL | 60440 |
| 1710 N Randall Road | Elgin | IL | 60123 |
| 13431 Old Meridian Street | Carmel | IN | 46032 |
| 8920 Southpointe Dr | Indianapolis | IN | 46227 |
| 521 E. County Rd | Greenwood | IN | 46143 |
| 533 E. County Rd | Greenwood | IN | 46143 |
| 549 E. County Rd | Greenwood | IN | 46143 |
| 13420 North Meridian Street | Carmel | IN | 46032 |

| | | | |
|----------------------------------|------------------|----|-------|
| 13914 Southeastern Parkway | Fishers | IN | 46037 |
| 1905 W Hebron Lane | Shepherdsville | KY | 40165 |
| 100 E Liberty Street | Louisville | KY | 40202 |
| 250 E Liberty Street | Louisville | KY | 40202 |
| 4402 Churchman Avenue | Louisville | KY | 40215 |
| 1900 Bluegrass Avenue | Louisville | KY | 40215 |
| 4500 Churchman Avenue | Louisville | KY | 40215 |
| 1401 Harrodsburg Road | Lexington | KY | 40504 |
| 1451 Harrodsburg Road | Lexington | KY | 40504 |
| 2633 Napoleon Ave | New Orleans | LA | 70115 |
| 9118 Bluebonnet Centre Boulevard | Baton Rouge | LA | 70809 |
| 4809 Ambassador Caffery Pkwy | Lafayette | LA | 70508 |
| 3510 Old Washington Road | Waldorf | MD | 20603 |
| 8116 Good Luck Road | Lanham | MD | 20706 |
| 600 Health Park Blvd | Grand Blanc | MI | 48439 |
| 4 Columbus Avenue | Bay City | | 48708 |
| 16815 E Jefferson Avenue | Grosse Pointe | MI | 48230 |
| 560 W. Mitchell St | Petoskey | MI | 49770 |
| 1555 South Boulevard East | Rochester Hills | MI | 48307 |
| 44344 Dequindre Road | Sterling Heights | MI | 48314 |
| 3400 W. 66th Street | Edina | MN | 55435 |
| 6350 143rd Street | Savage | MN | 55378 |
| 5700 Bottineau Blvd | Crystal | MN | 55429 |
| 7770 Dell Rd | Chanhassen | MN | 55317 |
| 1155 County Rd E | Vadnais Heights | MN | 55110 |
| 3833 Coon Rapids Boulevard NW | Coon Rapids | MN | 55433 |
| 14688 Everton Road | Hugo | MN | 55038 |
| 808 3rd Street SE | Little Falls | MN | 56345 |
| 8515 Eagle Point Boulevard | Lake Elmo | MN | 55042 |
| 3316 W 66th Street | Edina | MN | 55435 |
| 14655 Galaxie Avenue | Apple Valley | MN | 55124 |
| 2945 Hazelwood Street | Maplewood | MN | 55109 |
| 1203 Smizer Mill Road | Fenton | MO | 63026 |
| 633 Emerson Road | Creve Couer | MO | 63141 |
| 2101 Charlotte Street | Kansas City | MO | 64108 |
| 1300 Sunset Drive | Grenada | MS | 38901 |
| 1200 N State Street | Jackson | MS | 39202 |
| 2422 20th Street | Jamestown | ND | 58401 |
| 310 N 9th Street | Bismarck | ND | 58501 |
| 1213 15th Avenue W | Williston | ND | 58801 |
| 17030 Lakeside Hills Plaza | Omaha | NE | 68130 |
| 401 E Gold Coast Road | Papillion | NE | 68046 |
| 3219 Central Avenue | Kearney | NE | 68847 |
| 6829 N 72nd Street | Omaha | NE | 68152 |
| 9 Centre Drive | Monroe Township | NJ | 08831 |
| 2 Hospital Plaza | Old Bridge | NJ | 08857 |
| 5757 Harper Drive NE | Albuquerque | NM | 87109 |
| 111 Maltese Drive | Wallkill | NY | 10940 |
| 125 Red Creek Dr. | Rochester | NY | 14623 |
| 200 Red Creek Dr. | Rochester | NY | 14623 |
| 300 Red Creek Dr. | Rochester | NY | 14623 |
| 400 Red Creek Drive | Rochester | NY | 14623 |
| 21 Laurel Avenue | Cornwall | NY | 12518 |
| 4000 Medical Center Drive | Fayetteville | NY | 13066 |
| 5100 W Taft Road | Liverpool | NY | 13088 |
| 6010 Bay Parkway | Brooklyn | NY | 11204 |
| 3100 Plaza Properties Boulevard | Columbus | OH | 43219 |
| 9085 Southern Street | Orient | OH | 43146 |
| 170 Taylor Station Road | Columbus | OH | 43213 |

| | | | |
|---------------------------------|----------------|----|-------|
| 2030 Stringtown Road | Grove City | OH | 43123 |
| 7277 Smith's Mill Road | New Albany | OH | 43054 |
| 2405 N Columbus Street | Lancaster | OH | 43130 |
| 465 N. Cleveland Avenue | Westerville | OH | 43082 |
| 484 Country Line Rd | Westerville | OH | 43081 |
| 3639-3645 Ridge Mill Drive | Hillard | OH | 43026 |
| 3651-3731 Ridge Mill Drive | Hillard | OH | 43026 |
| 5040 Forest Drive | New Albany | OH | 43054 |
| 1000 Front Street | Wormleysburg | PA | 17043 |
| 32 Northeast Dr | Hershey | PA | 17033 |
| 240 Grandview | Camp Hill | PA | 17011 |
| 250 Fame Avenue | Hanover | PA | 17331 |
| 207 Stonebridge Blvd | Jackson | TN | 38305 |
| 8 City Boulevard | Nashville | TN | 37209 |
| 725 Glenwood Drive | Chattanooga | TN | 37404 |
| 1003 Reserve Boulevard | Spring Hill | TN | 37174 |
| 9160 Carothers Parkway | Franklin | TN | 37067 |
| 10420 Vista Del Sol | El Paso | TX | 79925 |
| 1400 George Dieter Drive | El Paso | TX | 79936 |
| 3100 Lee Trevino Drive | El Paso | TX | 79936 |
| 9999 Kenworthy | El Paso | TX | 79924 |
| 1720 Murchison Drive | El Paso | TX | 79902 |
| 21700 Kingsland Boulevard | Katy | TX | 77450 |
| 21720 Kingsland Boulevard | Katy | TX | 77450 |
| 2255 E Mossy Oaks Drive | Spring | TX | 77389 |
| 17198 St Luke's Way | The Woodlands | TX | 77384 |
| 1105 W Frank Avenue | Lufkin | TX | 75904 |
| 4921 Long Prairie Road | Flower Mound | TX | 75028 |
| 4780 North Josey Lane | Carrollton | TX | 75010 |
| 5000 Long Prairie Road | Flower Mound | TX | 75028 |
| 1301 Barbara Jordan Boulevard | Austin | TX | 78723 |
| 2700 E 29th Street | Bryan | TX | 77802 |
| 2215 E Villa Maria Rd | Bryan | TX | 77802 |
| 3410 Worth Street | Dallas | TX | 75246 |
| 5609 & 5615 Deauville Boulevard | Midland | TX | 79706 |
| 3144 Horizon Road | Rockwall | TX | 75032 |
| 500 S. Henderson Street | Ft. Worth | TX | 76104 |
| 4951 Long Prairie Road | Flower Mound | TX | 75028 |
| 10401 Spotsylvania Avenue | Fredericksburg | VA | 22408 |
| 7308 Bridgeport Way W | Lakewood | WA | 98499 |
| 1624 S I Street | Tacoma | WA | 98405 |
| 1708 S Yakima Street | Tacoma | WA | 98405 |
| 1802 S Yakima Street | Tacoma | WA | 98405 |
| 34509 9th Avenue S | Federal Way | WA | 98003 |
| 11311 Bridgeport Way | Lakewood | WA | 98499 |
| 2400 Witzel Avenue | Oshkosh | WI | 54904 |
| 309 N Water Street | Milwaukee | WI | 53202 |
| 2105 E Enterprise Avenue | Appleton | WI | 54913 |

EXHIBIT C

INSURANCE

EXHIBIT D

W-9



PHYSICIANS REALTY TRUST

Invest in better.

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:

- a. 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
- b. Worker's Compensation and Employers Liability – Statutory limits, Employers Liability \$1,000,000 minimum limit
 - o Waiver of Subrogation Endorsement required for Worker's Compensation against Physicians Realty Trust, its subsidiaries and affiliated legal entities
- c. Auto Liability Insurance - \$1,000,000 minimum limit (combined single limit)
- d. 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:

- e. 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:

- f. 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:

- g. Physicians Realty Trust
309 N Water Street, 7th Floor
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 | INSURER(S) AFFORDING COVERAGE | |
| | INSURER A: List all insurers (AM Best A-/ X Required) | NAIC# List all NAICs |
| | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | EFFECTIVE DATE | EXPIRATION DATE | LIMITS |
|----------|--|-----------|----------|---------------|----------------|-----------------|---|
| A | GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY | y | | REQUIRED | | | EACH OCCURRENCE \$1,000,000 |
| | !CLAIMS-MADE 0 OCCUR | | | | | | DAMAGE TO RENTED PREMISES \$50,000 |
| | | | | | | | MED EXP (Any one person) \$5,000 |
| | | | | | | | PERSONAL & ADV INJURY \$1,000,000 |
| | | | | | | | GENERAL AGGREGATE \$2,000,000 |
| | GEN AGG LIMIT APPLIES PER: POLICY [K] PROJECT DLOC | | | | | | PRODUCTS - COMP/OP AGG \$1,000,000 |
| B | AUTOMOBILE LIABILITY X ANY AUTO 8 scam, crn | y | | REQUIRED | | | COMBINED SINGLE LIMIT \$ 1,000,000 |
| | ALL OWNED AUTOS | | | | | | BODILY INJURY (Per person) \$ |
| | HIRED AUTOS | | | | | | BODILY INJURY (Per accident) \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | | | | | | | \$ |
| C | EXCESS/ UMBRELLA LIABILITY | | | REQUIRED | | | EACH OCCURRENCE \$ See Requirement |
| | UMBRELLA LIAB OCCUR | | | | | | AGGREGATE \$ See Requirement |
| | EXCESS LIAB CLAIMS-MADE | | | | | | |
| D | WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [] y IN Mandatory in NH If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | y | REQUIRED | | | X WC STATUTORY LIMITS OTHER |
| | | | | | | | E.L. EACH ACCIDENT \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

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 form 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.

| | |
|--|---|
| <p>CERTIFICATE HOLDER</p> <p>Physicians Realty Trust 309 N Water Street Suite 500 Milwaukee, WI 53202</p> | <p>CANCELLATION</p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p>ELECTRONIC OR WRITTEN SIGNATURE REQUIRED</p> |
|--|---|

EXHIBIT E – NATIONAL ACCOUNTS MONITORING SERVICE AGREEMENT

1. **Introduction.** Subscriber has contracted with Johnson Controls Fire Protection LP (hereinafter called "Johnson Controls") for monitoring services at the location indicated on the front side of this Agreement.
2. **Johnson Controls' Duties.** Subscriber agrees and acknowledges that Johnson Controls' sole and only obligation under this Agreement shall be to monitor signals sent by various sources, including, but not limited to, telephone lines, cellular devices, satellite technology and radio telemetry and received by means of a protective system (hereinafter "System") and to respond thereto by notifying the party (or parties) identified by Subscriber. Upon receipt of a protective system signal, Johnson Controls shall WITHOUT WARRANTY attempt to notify the party (or parties) that has been identified by Subscriber as the proper party to notify under the circumstances encountered.
3. **Waiver of Warranty; Exculpatory Clause.** Subscriber understands that Johnson Controls offers several levels of protection services and that the level described has been chosen by Subscriber after considering and balancing various levels of protection afforded and their related costs. IT IS UNDERSTOOD AND AGREED THAT: JOHNSON CONTROLS IS PROVIDING A SERVICE DESIGNED TO REDUCE THE RISK OF LOSS; THAT **JOHNSON CONTROLS IS NOT AN INSURER**; THAT INSURANCE SHALL BE OBTAINED BY SUBSCRIBER COVERING PERSONAL INJURY, INCLUDING DEATH, AND REAL OR PERSONAL PROPERTY LOSS OR DAMAGE; THE PAYMENTS HEREUNDER ARE BASED SOLELY ON THE VALUE OF THE MONITORING SERVICES AS DESCRIBED HEREIN AND ARE UNRELATED TO THE VALUE OF ANY OF SUBSCRIBER'S PROPERTY, OR THE PROPERTY OF OTHERS LOCATED AT SUBSCRIBER'S LOCATION, THE VALUE OF WHICH IS KNOWN ONLY BY SUBSCRIBER; THAT, OTHER THAN AS SET FORTH HEREIN, JOHNSON CONTROLS IS NOT LIABLE FOR LOSSES CAUSED BY THE MALFUNCTION OR NON-FUNCTION OF THE SYSTEM OR EQUIPMENT OR THE MONITORING, REPAIRING, SIGNAL HANDLING OR DISPATCHING SERVICES EVEN IF DUE TO JOHNSON CONTROLS' NEGLIGENCE OR FAILURE TO PERFORM. **JOHNSON CONTROLS MAKES NO GUARANTEE OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SERVICES PERFORMED OR EQUIPMENT SUPPLIED WILL AVERT OR PREVENT OCCURRENCES, OR THE CONSEQUENCES THEREFROM, WHICH THE SERVICES OR EQUIPMENT ARE DESIGNED TO DETECT.**
4. **Indemnification.** Since the parties agree that Subscriber retains the sole responsibility for the life and safety of all persons on its premises, and for protecting against losses to its own property and the property of others located on its premises, Subscriber agrees that, except in the case of Johnson Control's negligence or intentional misconduct, to indemnify, defend, and hold harmless Johnson Controls, its officers, employees, agents, subcontractors, suppliers, or representatives, from and against all claims, lawsuits, and losses, including attorneys' fees, alleged to be caused by the improper operation of the System, whether due to malfunctioning or nonfunctioning of the System or the negligent performance or nonperformance of the monitoring services or other installation, maintenance, or other services by Johnson Controls or its officers, employees, agents, subcontractors, suppliers, or representatives. Additionally, Subscriber agrees to list Johnson Controls, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insured on its general liability insurance policy in effect on the premises.
5. **Limitation of Liability; Liquidated Damages.** SUBSCRIBER ACKNOWLEDGES THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES, IF ANY, WHICH MAY PROXIMATELY RESULT FROM FAILURE ON THE PART OF JOHNSON CONTROLS TO PERFORM ANY OF ITS OBLIGATIONS OR SERVICES HEREIN, INCLUDING, BUT NOT LIMITED TO MONITORING SERVICES, INSTALLATION OR MAINTENANCE, THE FAILURE OF THE EQUIPMENT (SYSTEM) TO OPERATE PROPERLY, BY ACTIVE OR PASSIVE NEGLIGENCE, OR BY FAILURE TO PERFORM ANY OF THE OBLIGATIONS HEREIN, BECAUSE OF AMONG OTHER THINGS: (a) THE UNCERTAIN AMOUNT OR VALUE OF SUBSCRIBER'S PROPERTY OR THE PROPERTY OF OTHERS KEPT AT THE MONITORED LOCATION WHICH MAY BE LOST, STOLEN, DESTROYED, DAMAGED OR OTHERWISE AFFECTED BY OCCURRENCES WHICH THE EQUIPMENT (SYSTEM) AND/OR SERVICES IS DESIGNED TO DETECT, (b) THE UNCERTAINTY OF THE RESPONSE TIME OF ANY POLICE DEPARTMENT, FIRE DEPARTMENT, PARAMEDIC UNIT, PATROL SERVICE OR OTHERS, SHOULD ANY OF THESE PARTIES BE DISPATCHED AS A RESULT OF A SIGNAL BEING RECEIVED OR AN AUDIBLE DEVICE SOUNDING; (c) THE INABILITY TO ASCERTAIN WHAT PORTION, IF ANY, OF ANY LOSS WOULD BE PROXIMATELY CAUSED BY JOHNSON CONTROLS' FAILURE TO PERFORM OR BY ITS EQUIPMENT'S FAILURE TO OPERATE; OR (d) THE UNCERTAIN NATURE OF OCCURRENCES WHICH MIGHT CAUSE INJURY OR DEATH TO SUBSCRIBER OR ANY OTHER PERSON. **THEREFORE, SUBSCRIBER ACKNOWLEDGES AND AGREES THAT IF ANY LOSS OR LIABILITY IS ALLEGED AGAINST JOHNSON CONTROLS, IRRESPECTIVE OF CAUSE, INCLUDING BUT NOT LIMITED TO, WHETHER THE LOSS OR LIABILITY IS CAUSED BY JOHNSON CONTROLS' OWN NEGLIGENCE, SUCH LIABILITY SHALL BE LIMITED TO AN AMOUNT EQUAL TO 1.5X THE ANNUAL MONITORING FEE .** THIS SUM SHALL BE PAID AND RECEIVED AS EITHER (i) LIQUIDATED DAMAGES AND NOT AS A PENALTY, OR (ii) AS A LIMITATION OF LIABILITY APPROVED AND AGREED UPON BY THE PARTIES. THE PAYMENT OF THIS AMOUNT SHALL BE JOHNSON CONTROLS SOLE AND EXCLUSIVE LIABILITY, UNDER NO CIRCUMSTANCES SHALL JOHNSON CONTROLS BE LIABLE TO SUBSCRIBER OR ANY OTHER PERSON FOR GENERAL, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE IN EXCESS OF SUCH AMOUNT, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO REAL OR PERSONAL PROPERTY, LOSS OF PROPERTY OR REVENUE, COST OF CAPITAL, COSTS OF PURCHASED OR REPLACED GOODS, OTHER ECONOMIC LOSS HOWEVER OCCASIONED, AND WHETHER ALLEGED AS CAUSED BY THE INSTALLATION, REPAIR, DESIGN, SALE, LEASE, OR FAILURE OF THE MONITORING EQUIPMENT OR SERVICE OR THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS UNDER THIS AGREEMENT OR BREACH OF WARRANTY OR NEGLIGENCE, ACTIVE, PASSIVE, JOINT, SEVERAL OR OTHERWISE, STRICT LIABILITY, TORT, OR OTHERWISE BY JOHNSON CONTROLS, ITS OFFICERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, SUPPLIERS OR REPRESENTATIVES. Notwithstanding anything to the contrary contained herein, the limitation of liability in this section shall not apply to losses resulting from Johnson Controls' gross negligence, fraud or willful misconduct. *Subscriber agrees to obtain insurance coverage adequate to protect Subscriber's interests in light of the limitation of liability stated in this Agreement. The foregoing shall survive the termination or expiration of this Agreement. Johnson Controls assumes no responsibility for any loss in excess of such amount.*
6. **Subscriber's Duties.** In addition to Subscriber's duty to indemnify, defend, and hold Johnson Controls harmless as provided above, (a) Subscriber shall carefully and properly test and set the System immediately prior to the securing of the premises and carefully test the System in a manner prescribed by Johnson Controls during the term of this Agreement. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at Subscriber's premises of signal or data transmission through any media that Subscriber becomes aware of, Subscriber shall notify Johnson Controls immediately. If space/interior protection (i.e. ultrasonic, microwave, infrared, etc.) is part of the System, Subscriber shall walk test the System in the manner recommended by Johnson Controls; (b) When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other sources of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Subscriber shall notify Johnson Controls; (c) Subscriber shall notify Johnson Controls regarding any remodeling or other changes to the protected premises that may affect operation of the System; (d) Subscriber shall cooperate with Johnson Controls in the installation, operation and maintenance of the System and agrees to follow all instructions and procedures which may be prescribed for the operation of the System, the rendering of services and the provision of security for the premises; (e) Subscriber shall pay all charges made by any telephone company or other utility for installation, leasing, and service charges of telephone lines connecting Subscriber's premises to Johnson Controls. Subscriber acknowledges that alarm signals from Subscriber's premises to Johnson Controls are transmitted over Subscriber's telephone service and that in the event the telephone service is out of order, disconnected, placed on "vacation," or otherwise interrupted, signals from Subscriber's alarm system will not be received by Johnson Controls during any such interruption in telephone service, and the interruption will not be known to Johnson Controls. Subscriber agrees that in the event the equipment or System continuously transmits signals reasonably determined by Johnson Controls to be false and/or excessive in number, Subscriber shall be subject to additional costs and fees incurred by Johnson Controls in receiving and/or responding to the excessive signals.
7. **Authorized Personnel & Emergency Information.** Subscriber agrees to furnish a written list of the names, addresses and telephone numbers of all persons authorized to enter or remain on Subscriber's premises and/or that should be notified in the event of an alarm. Subscriber agrees to provide all changes, revisions and modifications to the above to Johnson Controls in writing in a timely manner. Subscriber shall furnish to Johnson Controls certain emergency information and shall keep it current by providing Johnson Controls with any changes in writing providing the required identifying information in a timely manner.
8. **Assignees and/or Subcontractors of Johnson Controls.** Johnson Controls shall have the right to assign this Agreement in whole or in part to any other person, firm, or entity and shall have the further right to subcontract any surveillance, monitoring, maintenance, patrol, emergency response, or other services which it may be required to perform hereunder. Subscriber acknowledges that this Agreement, and particularly those paragraphs relating to Johnson Controls' maximum liability and Subscriber's indemnification obligations, shall inure to the benefit of and are applicable to any assignees and/or subcontractors of Johnson Controls, and that they bind Subscriber with respect to said assignees and/or subcontractors with the same force and effect as they bind Subscriber to Johnson Controls.
9. **Assignment by Subscriber.** Subscriber acknowledges that the sale or transfer of Subscriber's premises shall not relieve Subscriber of duties and obligations under this Agreement unless Johnson Controls agrees in writing to the transfer of the Agreement.
10. **Taxes, Fees, Fines, Licenses, and Permits.** (a) Subscriber agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and services provided, including telephone company line charges, if any. Johnson Controls shall have the right, at any time, to pass along to Subscriber any increases in the monthly charges which hereafter may be imposed on Johnson Controls by utility or government agencies relating to the service(s) provided under this Agreement, and Subscriber hereby agrees to pay the same. (b) Subscriber agrees to assume all responsibility for any false alarms or signals given by the System. Subscriber will indemnify, defend and hold harmless Johnson Controls and its authorized contractors from and against any responsibility or liability for payment of associated fines, penalties or other costs. (c) Subscriber shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. If Subscriber fails to maintain any required licenses or permits, Johnson Controls shall not be responsible for performing the services and may terminate the services without notice to Subscriber.
11. **Increase in Service.** Johnson Controls shall have the right to increase the service fees provided for herein by giving Subscriber thirty (30) days written notice in advance of the effective date of such price increase. Charges for time and materials services are based upon Johnson Controls' standard rates in effect at the time of the service and are subject to change without notice.
12. **Delay or Interruptions.** Johnson Controls assumes no liability for delay in the installation of the System or for interruption of monitoring services due to strikes, riots, floods, storms, earthquakes, fire, power failures, insurrections, interruption of availability of telephone, cable, cellular, satellite, or radio service or service through any other medium, malfunction or unavailability of the System related to acts of God, or for any other cause beyond the reasonable control of Johnson Controls. Johnson Controls will not be required to provide installation or other services to Subscriber while interruption of services due to any such cause may continue. Johnson Controls assumes no liability for delay of installation or service due to non-cooperation of the Subscriber or its agents in providing access to the area of installation or service on any device or devices of Subscriber or of others to which Johnson Controls' equipment is attached.
13. **Outside Charges.** Subscriber understands and accepts that Johnson Controls specifically denies any responsibility for charges associated with the notification or dispatching of anyone, including but not limited to fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any charges incurred as a result of said notification or dispatch, said charges shall be the sole responsibility of Subscriber, whether requested or not and whether such entities were correctly or incorrectly notified by Johnson Controls, or its agents, or subcontractors.
14. **Default/Termination.** In the event Subscriber fails to pay undisputed amounts within thirty (30) days of date of invoice, Subscriber abuses the equipment or the use of the monitoring facility, Subscriber fails to comply with any of the terms and conditions hereof, Subscriber makes an assignment for the benefit of creditors, an order for relief is entered against Subscriber under any chapter of the National Bankruptcy Code, as amended, a

receiver or trustee is appointed for all, or substantially all the assets of Subscriber, or there is a dissolution or termination of existence of Subscriber, or if Subscriber is in default under this Agreement and such default continues for twenty (20) days after Johnson Controls gives Subscriber written notice of such default, in addition to any other remedies provided by law, Johnson Controls may pursue any one or more of the following remedies, which are cumulative and nonexclusive: (a) Terminate all services subscribed for hereunder by giving ten (10) days written notice to Subscriber, without terminating this Agreement, and recover all amounts due to Johnson Controls; (b) Take possession of all Johnson Controls owned equipment wherever situated and for such purpose enter upon Subscriber's property without liability for so doing; (c) By notice to Subscriber, declare immediately due and payable all monies to be paid by Subscriber during the term of the Agreement, and Subscriber shall thereupon be obligated to pay such monies to Johnson Controls immediately. Subscriber shall in any event remain fully liable for reasonable damages as provided at law and for all costs and expenses incurred by Johnson Controls on account of such default including all court costs and reasonable attorneys' fees. Should Johnson controls default in the performance of any of its obligations hereunder and such default shall continue for twenty (20) days after Subscriber gives Johnson Controls notice or such default shall occur more than two (2) times during any twelve (12) month period, in addition to any other remedies provided by law, Subscriber may terminate all services without penalty. The waiver by either party of a breach of any obligation of the other party shall not be deemed a waiver of such obligation or any subsequent breach of the same or any other obligation. The subsequent acceptance of payment or performance hereunder by either party shall not be deemed a waiver of any prior existing breach, regardless of such party's knowledge of such prior existing breach at the time of acceptance of such payments.

15. One Year Limitation on Actions. It is agreed that no suit or cause of action shall be brought against Johnson Controls more than one (1) year after the accrual of the cause of action therefor.

16. Intentionally Omitted.

17. Entire Agreement; Modification; Waiver. This writing is intended by the parties as a final expression of their Agreement and as a complete and exclusive statement of the terms thereof. This Agreement supersedes all prior representations, understandings or agreements of the parties, written or oral, regarding the subject matter described herein. This Agreement can be modified only in writing, signed by both parties' duly authorized representatives. No waiver of a breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach.

18. Choice of Law; Venue. The laws of the Commonwealth of Massachusetts shall govern the validity, enforceability and interpretation of the Agreement. It is agreed that any suit or action initiated as a result of this Agreement or in any way arising out of this Agreement or the Monitoring Services to be provided under this Agreement shall be brought in a court of competent jurisdiction within the Commonwealth of Massachusetts.








Vendor Service Agreement JCI Fire Protection - Final July 2022-June 2025

Final Audit Report

2022-11-08

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| Created: | 2022-11-08 |
| By: | Debra Pass (dlp@docreit.com) |
| Status: | Signed |
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