## **VENDOR SERVICE AGREEMENT**

THIS VENDOR SERVICE AGREEMENT (this "<u>Agreement</u>") is entered as of 6/30/17, 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 <u>Exhibit A</u> (the "<u>Proposal</u>") and all other Exhibits to this Agreement may be referred to together with this Agreement as the "<u>Contract Documents</u>". In the event of a conflict between the terms of the Proposal and this Agreement, the terms of this Agreement shall control.

## 1. Agreement Data.

Property: See Exhibit B

Owner: See Exhibit B

Work: See Exhibit A

Contractor: Choice Security Services, LLC

Contractor Federal I.D. Number: 23-3077996\_

Contractor's Address: \_\_200 Richardson Dr, Lancaster, PA 17603

ddress City, State, Zip Coo

Contractor's Telephone Number: (717) 207-0155

Contractor Representative: David Beard

Commencement Date: 07/01/2017 Completion Date: 06/30/2018

- 2. <u>Contract Term.</u> Unless earlier terminated pursuant to the terms of this Agreement, the term of this Agreement shall commence on the Commencement Date and terminate on the Completion Date; provided, however, the term shall automatically renew for successive one (1) year periods if not terminated as set forth below. Notwithstanding the foregoing, this Agreement may be terminated at any time by either party upon forty-five (45) days' prior written notice to the other party. In the event of such a termination, Contractor shall: (a) continue to perform the Work as required under this Agreement through the termination date; and (b) Contractor's recovery against Owner shall be limited to the portion of the Contract Sum (as hereinafter defined) applicable to the portion of the Work performed by Contractor as of the date of termination less, if applicable, damages suffered by Owner as a result of Contractor's breach of this Agreement as more fully set forth below. Contractor shall not be entitled to recover any lost profit for the Work not performed or other consequential or incidental damages. Upon termination of this Agreement, Contractor shall immediately vacate the Property, taking with it all property of Contractor.
- Contract Amount. In consideration of the performance of the Work, Owner shall pay Contractor a fee in such amounts provided in the Proposal (the "Contract Sum") within thirty (30) days of Contractor's satisfactory performance of the Work and Owner's receipt of Contractor's invoice for the Work, accompanied by a W-9, Certificate(s) of Insurance and/or Lien Waiver(s) and such other documentation as Owner shall reasonably request. Sales and other applicable taxes and fees are assumed to be included in the Contract Sum. Owner has the right to withhold all or any portion of the Contract Sum Owner reasonably deems appropriate pending Contractor's remedy of any Work Owner reasonably deems defective or as a result of the failure of Contractor to provide Owner with the requested payment documentation. Contractor shall be liable to Owner for the entire cost of remedying any defective or unperformed work, which Owner may offset against the Contract Sum.

- **4.** <u>Scope of Work.</u> Contractor shall diligently and fully perform the services described in the Contract Documents (the "<u>Work</u>"), 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.
- В. Prior to the commencement of the Work, Contractor shall submit to Owner for approval a written list of the names and addresses of any and all employees, subcontractors, agents, suppliers, material men or anyone associated with Contractor to be used or retained by Contractor in the performance of the Work. Notwithstanding anything contained herein to the contrary, Owner may disapprove of any employees, subcontractors, agents, suppliers, material men or anyone associated with Contractor in Owner's reasonable discretion. Contractor shall be responsible for the supervision and direction of its employees, subcontractors, agents, suppliers, material men or anyone associated with Contractor and shall, if needed or requested by the Owner, provide supervisory personnel on the Property reasonably acceptable to the Owner to carry out this responsibility. Periodic inspections will be conducted by a designated supervisor of Contractor to ensure that all of the Work hereunder is performed in compliance with applicable codes, laws, rules, ordinances, and regulations and the requirements contained in the Contract Documents. Contractor shall not employ or retain in connection with the performance of the Work any person unfit or without sufficient skill to perform the job for which he or she is employed or retained and Contractor agrees to perform industry standard employment screening of all employees that may perform Work at the Property. Owner shall have the right to require that any Contractor employees, subcontractors, agents, suppliers, material men or anyone associated with Contractor not be permitted to enter upon the Property in connection with the performance of the Work if Owner, in its reasonable discretion, deems such individual to be unfit to perform any portion of the Work. All employees, subcontractors, agents, suppliers, material men or anyone associated with Contractor shall wear at all times while on the Property photo identification cards with expiration dates visible if the employee or 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. Contractor agrees that it is not necessary for Contractor to have access to any protected health information ("PHI"), as such information is defined by the Health Insurance Portability and Accountability Act of 1996, in order to perform its obligations under the Contract Documents. Contractor will

instruct its employees, subcontractors, and others performing on its behalf under the Contract Documents to maintain the confidentiality of all PHI to which they may be exposed. Contractor will provide appropriate supervision and establish appropriate disciplinary measures in order to minimize the possibility that its employees, subcontractors, or others performing on its behalf will be exposed to or will disclose PHI. Contractor will report to Owner any instances of which it becomes aware in which PHI is improperly stored or disclosed, whether by its employees, subcontractors, or any other person.

- G. Any and all costs of completion of the Work are included in the Contract Sum.
- 5. <u>Compliance with Laws.</u> Contractor shall perform and ensure that the Work is performed in accordance with all applicable federal, state, and local laws, orders, ordinances, rules, codes and regulations of the United States of America, the State in which the Property is located and any other public or quasi-public authority having jurisdiction over the Property or performance of the Work, including, but not limited to, all regulations and requirements of the Federal Occupational Safety and Health Administration (collectively, "Laws").
- 6. <u>Nondiscrimination</u>. 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. <u>Inspection.</u> 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.** <u>Insurance.</u> Contractor shall, at its sole cost and expense, obtain and keep in force a policy or policies of the insurance set forth on <u>Exhibit C</u>.
- Indemnification. To the fullest extent permitted by law, Contractor agrees to indemnify, defend, and hold harmless Owner and its affiliates and each of their respective officers, directors, managers, shareholders, members, employees, representatives, agents, successors, and assigns (collectively, "Indemnified Parties") from and against any loss, liability, costs and expenses (including, without limitation, court costs and attorneys' fees) incurred by or claimed against Indemnified Parties, directly-or-indirectly, as a result of or in any way arising from this Agreement or Contractor's failure to perform its obligations under this Agreement. In case the Indemnified Parties shall be made a party to any litigation commenced by or against Contractor, then Contractor shall protect and hold the Indemnified Parties harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by the Indemnified Parties in connection with such litigation whether or not such action is contested or prosecuted to judgment. Contractor's obligation to

Property: DOC-4518 Union Deposit MOB, LLC | Choice Security Services, LLC

while the Contractor's employees, agents or subcontractors
are on the Owner's Property and caused by such employees, agents
or subcontractors or caused by Such employees, agents
or subcontractors or caused by Such employees, agents
or subcontractors or caused by Such employees, agents
reform its obligations under this
reform its obligations

Jun 8/31/17

indemnify the Indemnified Parties shall include the duty to defend at Contractor's sole cost and against any claims asserted by reason of any such claims or liabilities. Notwithstanding anything in this Section to the contrary, the foregoing indemnity by Contractor shall not apply to any cost, damage, claim, liability or expense occurring as a result of, or in any way arising from, the gross negligence or intentional misconduct of Landlord, its agents or employees to the extent of such gross negligence ow such willful misconduct.

- 11. <u>Default.</u> If Contractor shall fail to comply with any term, provision or covenant of this Agreement and shall not cure such failure within five (5) days after written notice thereof to Contractor, Owner may, at its option: (1) take such actions as are reasonably necessary or desirable to cure such failure; (2) terminate this Agreement; and (3) take such other actions as are permitted Owner at law or in equity. Contractor shall be liable to Owner for the entire cost thereof, which Owner may offset against the Contract Sum owned to Contractor.
- 12. <u>Liens.</u> Contractor agrees that neither it nor any of its labor or material suppliers shall have, file, or maintain a lien for materials delivered for use in, or for work done in connection with the Work. Full lien waivers from Contractor and its subcontractors and suppliers at every tier shall accompany all requests for payment and shall be furnished at other times upon reasonable request of Owner. Contractor shall not create or permit any lien or encumbrance to be filed or recorded against the Property. If any such lien is filed or recorded, Contractor shall immediately cause it to be discharged of record. Should Contractor fail to do so, Owner may, at its option, arrange for the lien to be discharged, and Contractor shall be liable to Owner for the entire cost thereof, which Owner may offset against the Contract Sum owed to Contractor. Contractor agrees to indemnify and hold Owner harmless from any claims or costs in connection with such liens.

#### 13. Warranty.

- A. Contractor warrants that all of the Work shall conform to the requirements of the Contract Documents and Laws, and Work not completed in accordance with the terms of the Contract Documents or Laws shall be considered defective and, if applicable to the Work, will be repaired and/or replaced by Contractor at no additional cost to Owner for a period of one (1) year from the date of completion of the Work (the "Warranty"). Contractor shall complete corrections to the Work covered by the Warranty within five (5) business days after receipt of notice from Owner, or such longer time as Owner may, in its sole discretion, agree. If defects are not repaired or replaced during such five (5) day period, Owner may, at its option, arrange for the defect(s) to be repaired or replaced by a third party, and Contractor shall be liable to Owner for the entire cost thereof, which Owner may offset against the Contract Sum owned to Contractor.
- B. If applicable to the Work performed, Contractor shall assign to Owner all manufacturers' and suppliers' warranties, express or implied, and provide copies of said warranties and all product operation manuals to the Owner no later than the earlier of: (1) payment of the Contract Sum or the next installment of the Contract Sum, whichever is applicable; or (2) the expiration or earlier termination of this Agreement.
- **14.** <u>Labor Disputes.</u> 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. <u>Notices.</u> All notices, requests, demands and other communications hereunder shall be given in writing and shall be: (a) personally delivered; or (b) sent to the parties by registered or certified U.S. mail, return receipt requested and postage prepaid, or by a nationally recognized private overnight mail courier service (such as Federal Express) to the following addresses:

To Owner:

DOC-4520 Union Deposit MOB, LLC

c/o Physicians Realty Trust 309 North Water Street, Suite 500

Milwaukee, WI 53202

Attn:

With a copy to:

DOC-4520 Union Deposit MOB, LLC

c/o Physicians Realty Trust 309 North Water Street, Suite 500 Milwaukee, WI 53202

Attn: Legal Department

To Contractor: See Article 1

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

- 17. <u>HIPAA</u>: Owner and Vendor agree that it is not necessary for Vendor to have access to any protected health information ("PHI"), as such information is defined by the Health Insurance Portability and Accountability Act of 1996, in order to perform under the terms of this Agreement. Vendor will instruct its employees or contractors and others performing on its behalf under this Agreement to maintain the confidentiality of PHI to which they may be exposed. Vendor will provide appropriate supervision and establish appropriate disciplinary measures in order to minimize the possibility that its employees, subvendors, or others performing on its behalf will be exposed to or will disclose PHI. Vendor will report to Owner any instances of which it becomes aware in which PHI is improperly stored or disclosed, whether by its employees, subvendors, or any other person.
- **18.** Attorney's Fees. In the event of any litigation between Owner and Contractor arising out of the Contract Documents, the unsuccessful party in such litigation shall pay the court costs and reasonable attorneys' fees of the prevailing party.
- 19. <u>Manager</u>. Owner, in its discretion, may appoint a property manager or other third party ("<u>Manager</u>") 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:

Property Management, Inc.

Box 622

Lemoyne, PA 17043

Send all invoices to the Manager.

**20.** <u>Confidentiality</u>. 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.

# AND NOTIFY OWNER IN WRITING NOT LESS THAN TEN (10) DAYS PRIOR TO SAID ASSIGNMENT.

- 21. Assignment. Contractor shall not assign this Agreement without the prior written consent of Owner, except that Contractor may, without The prior written consent of Owner, assign this Agreement to a purchaser of substantially all of its assets

  22. Miscellaneous. GR It may collaterally assign that Agreement to its Lender
- A. <u>No Representations by Owner</u>. 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

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- B. <u>Waiver of Jury Trial</u>. TO THE FULLEST EXTENT PERMITTED BY LAW, OWNER AND CONTRACTOR HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTER-CLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER THAT IS IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE RELATIONSHIP BETWEEN OWNER AND CONTRATOR HEREUNDER AND/OR ANY CLAIM OF INJURY OR DAMAGE.
- C. <u>Entire Agreement; Modification</u>. This Agreement represents the final understanding and agreement between Owner and Contractor and incorporates all negotiations between the parties. This Agreement cannot be modified except by writing signed by the party against whom the modification is to be enforced.
- D. <u>Successors and Assigns</u>. The provisions of this Agreement shall inure to the benefit of and be binding upon Owner and Contractor and their respective successors and assigns.
- E. <u>Interpretation</u>. The captions in this Agreement are for the purposes of reference only and shall not limit or define the meaning of the provisions of this Agreement. References to "expiration" of the term shall include "termination" and vice-versa; and references to the singular shall include the plural, and vice-versa, all as the context may require. If Contractor consists of multiple parties, the liability of such parties shall be joint and several, and the release of any one or more of such parties shall not affect the liability of any other party not expressly released in writing. This Agreement shall not be construed more strictly against one party than the other, it being recognized that both Owner and Contractor have contributed substantially and materially to the preparation of this Agreement. This Agreement shall be governed by the laws of the State in which the Work is performed.
- F. <u>Conditions Severable</u>. If any provision of this Agreement shall be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- G. <u>Authority</u>. Each of the parties represents to the other that it has the authority to sign this Agreement.
- H. <u>Waiver</u>. No waiver shall be implied by Owner's failure to insist on performance of any of the terms or conditions herein or to exercise any right of privilege granted to Owner hereby. No express waiver by Owner shall be construed as waiving any breach hereunder or the performance of any of the terms or conditions hereof not specified in the express waiver, and then only for the time and to the extent stated therein. One or more waivers of any covenant, term or condition hereof shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.
- I. <u>Survival</u>. 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.

Contractor except as expressly set forth in this Agreement.

- J. <u>Time</u>. Contractor agrees, except as otherwise expressly provided herein, time is of the essence with respect to the performance of the Work, the delivery of notices and all other obligations of Contractor hereunder, and Contractor will at all times deliver sufficient materials and labor required to perform the Work in a timely manner.
- K. <u>Counterparts; Signatures</u>. This Agreement may be executed in counterpart signatures, each of which shall be deemed an original and together shall constitute one instrument. Facsimile and electronic "PDF" signatures of this Agreement shall be treated as original signatures and given full force and effect.
- L. <u>No Third Party Beneficiaries</u>. This Agreement is for the sole and exclusive benefit of the parties hereto and their respective successors and assigns, and no third party is intended to or shall have any rights hereunder.
- M. <u>Limitations on Fees</u>. Contractor shall not be entitled to fees, finders' fees, commissions, reimbursements or other payments other than the payment of the commission specifically provided for herein.

[Signatures on Next Page]

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

OWNER:

CONTRACTOR:

DOC-4520 Union Deposit MOB, LLC

Choice Security Services, LLC

By:

Physicians Realty LP, its Manager

By:

Physicians Realty Trust, its General Partner

By: David Tomes 83

By: **V. P.** 

Name: JAMES J. DURKIN

Title: Pres

# EXHIBIT A

## **PROPOSAL**

#### ALARM SYSTEM AGREEMENT

	remises") The Company by	ECURITY SERVICES, LLC (the "Company") and you (the manny takes over from another company (the "System as written this Agreement in simple, easy-to-read languary.				
INTENDING TO BE LEGALLY BOUND, WE BO						
CUSTOMER'S NAME: DOC-4520 Unio	on Deposit MOB	DOC-4520 Union Deposit	MOB, LLC			
PREMISES:	LLC	ADDRESS: 1300 Market Street,	DO Dow (22)			
4520 Union De	eposit Road	Lemoyne, PA 17043-06	PO BOX 622			
Harrisburg, 1	PA 17111	TELEPHONE: (717) 730-4141	)22			
TYPE OF ACCOUNT: Consumer Use		TVPE OF MONITORING				
	ess Use	TYPE OF MONITORING: Telephone C	ellular			
XX_Commercial or Busin ESTIMATED INSTALLATION DATE:		Other.				
CHARGES AND FEES:						
Purchase Price (sale only)	\$ <u>N/A</u>	Lease Fee	\$ N/A _month			
Due at signing	\$N/A	Monitoring Fee	\$ N/A /month			
Due when the System is substantially installed	\$N/A \$N/A	Other <u>Inspection</u>	\$ 28.00 month			
Installation Charge (lease only)	\$	Repair Service Fee	\$ T&M /month			
Due at signing	<sup>Ф</sup> — N / A — — , \$ — N / A	(beginning after the Limited Warranty ends)				
Due when the System is substantially	ΨN / Α	Total	\$ 28.00 month			
installed	\$N/A	All fees are due in advance as follows: monthly XX quarterly annua	т.			
Take Over Charge (due at signing)	S N/A	, annua	1/2			
THE FOLLOWING SPECIFIC TERMS (A-F) APP	PLY ONLY IF A CHARGE F	OR THEM IS SHOWN ABOVE AND THEY ARE REQU	JESTED BELOW.			
Customer agrees to pay the installation charge. The responsibility for any delay in installation. The Custocharges.	stall the System and the Company assumes no omer must pay all utility	Once the Company receives a signal, the Con over the regular telephone lines, the agency(s) and/ on the Customer's information sheet. However, notify anyone if it reasonably believes that notification	npany will try to notify, or person(s) identified			
The Customer must notify the Company in w within 30 days after the installation. The Custon additions or changes to the System beyond those sh	mer must pay for any own on <u>Schedule A.</u>	The Customer agrees to give the Company a sheet and to update it as necessary. The Companion the Customer's information sheet.	any is antitled to roly			
the Customer's existing System and the Customer agrees to take over the operation of taking it over. The Customer represents that it owns the System. After		If the Company cannot connect the System to the talenhane lines				
the take over, the Company will always own the tran- contains the Company's proprietary data.	nsmitting device, which	then the Customer must contact the telephone com and bill the Customer directly for any telephone lines of	r equipment.			
C. Sale. The Company agrees to sell the Sysagrees to pay for it. The Company will own the Systoes so. After that, the Customer will own the Stransmitting device, which contains the Company's which the Company will always own.  D. Lease (DOES NOT APPLY TO CONSUMI	tem until the Customer System except for the s proprietary data and	The Customer understands that no form of monitoring is error-free. The Customer also understands that the Company is not responsible for any interruption of service due to any cause beyond the Company's control, such as faulty telephone lines or any damage or destruction to the Company's equipment or facilities. The Company is not required to supply monitoring service to the Customer while such interruption confinues. If the Customer requests, however, the Company will give the Customer a				
The Company agrees to lease the System to the Customer for an initial term of 5 years from the date of this Agreement and the Customer agrees to pay the Company the lease fees. After the initial term, the lease will automatically renew for successive 1 year terms. The System will always		pro-rata retund it the interruption lasts more than 24 hours and is due to any damage or destruction to the Company's equipment or facilities.  The Customer understands: (1) how the System communication				
remain the Company's property.		will the monitoring facility: (2) that any chan	no in the Customia			
As soon as the Company reasonably can, it agrees to repair the System due to ordinary wear and tear, if there is any problem with the System which is not due to ordinary wear and tear, the Customer agrees to pay the Company to repair it at the Company's then-current charges.		communication equipment and/or service may disrupt these communications; and (3) that for an additional fee, Customer may obtain further protection for the Premises, including alternate communication services.				
At the end of the Lease, the Customer will return the System to the Company In good condition, except for ordinary wear and tear. If the Customer fails to do so, the Company can peacefully enter the Premises and remove the System, but the Company has no obligation to do so.    E. Monitoring. The Company agrees to monitor signals from the		F. Repair. The Company agrees to provide repair service to the System for an initial term of 5 years after the end of the Company's Limited Warranty provided pursuant to Section 3 of the General Terms of this Agreement, and the Customer agrees to pay the Company the Repair Service Fee. After the initial term, the repair services will automatically renew for successive 1 year terms. The Customer agrees not to allow				
System for an initial term of 5 years from the date of	f this Agreement The	anyone besides the Company's employees or agents	to repair the System.			
Customer agrees to pay the Company the monitoring term, the monitoring services will automatically renew	fees. After the Initial	The Company will provide all labor, material an	d narte necessary to			
terms.		service the System due to detects in the System are tear. The Company will do so as soon as it recompany's obligation to provide this service does revireless devices.	d ordinary wear and asonably can. The lot cover batteries in			
SECTIONS ON THE REVERSE SIDE REL LIABILITY AND WARRANTY.	ATTING TO ITS PROTE	A COPY OF THIS AGREEMENT AND ALL ITS A D UNDERSTOOD THIS AGREEMENT, ESPE ECTION OF THE COMPANY AND THE COMP	CIALLY THOSE ANY'S LIMITED			
ATTACHED NOTICE OF CANCELLATION	FORM FOR AN EXPLA	CEL THIS TRANSACTION AT ANY TII EDATE OF THIS TRANSACTION. PLE NATION OF THIS RIGHT.	ME PRIOR TO ASE SEE THE			
customer: DOC-4520 Union Dep	osit MOB, LLC	CHOICE SECURITY SERVICES, LLC				
c/o Property Mana	gement, Inc.	STOR OLDOWN / GERVICES, LLC				
	~ ~ 1 ~ 1	ву:				
Signature .	print	Salesperson	,			
Title	date	By: Authorized Representative	1			

### **SCHEDULE A**

TO

ALAR	M SYST	EM AGREEN	IENT BY AND	BETWEEN	CHOICE	SECURITY	SERVICES.	LLC and
		D 1 L	DATED	June		2017	,	
	MOB,	LLC					••	

SYSTEM:

Provide the following Inspections of the Fire Alarm System:

Annual Inspection of entire Fire Alarm System with Documentation. Semi - Annual Inspection of Fire Control with Documentation



CUSTOMER INITIALS

# EXHIBIT B

## **PROPERTY**

DOC-4520 Union Deposit MOB, LLC

EXHIBIT C

# INSURANCE

CHOIC-1

OP ID: KT

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/10/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). 717-560-1919 CONTACT Peter C. Crowe Horst Insurance-Lancaster PHONE (A/C, No, Ext): 717-560-1919 FAX (A/C, No): 717-581-9812 320 Granite Run Drive PO Box 3320 E-MAIL ADDRESS: PCrowe@HorstInsurance.com Lancaster, PA 17604-3320 Peter C. Crowe INSURER(S) AFFORDING COVERAGE NAIC# INSURER A : Everest Indemnity Insurance INSURED Choice Security Services, LLC INSURER B : Cincinnati Indemnity Company 23280 200 Richardson Drive INSURER C: The Cincinnati Ins Companies Lancaster, PA 17603 10677 INSURER D INSURER E INSURER F COVERAGES CERTIFICATE NUMBER: REVISION NUMBER THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. INSR ADDL SUBR TYPE OF INSURANCE POLICY NUMBER LIMITS COMMERCIAL GENERAL LIABILITY 1,000,000 EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) CLAIMS-MADE X OCCUR 51GL005644161 06/11/2017 06/11/2018 50,000 5,000 MED EXP (Any one person) X E&O 1,000,000 PERSONAL & ADV INJURY GEN'L AGGREGATE LIMIT APPLIES PER: 2,000,000 GENERAL AGGREGATE POLICY X PRO-2,000,000 PRODUCTS - COMP/OP AGG Emp Ben. 1,000,000 В AUTOMOBILE LIABILITY COMBINED SINGLE LIMIT (Ea accident) 1,000,000 ANY AUTO EPP 0084367 06/11/2017 06/11/2018 BODILY INJURY (Per person) OWNED AUTOS ONLY SCHEDULED AUTOS BODILY INJURY (Per accident)
PROPERTY DAMAGE
(Per accident) HIRED AUTOS ONLY NON-OWNED AUTOS ONLY A X UMBRELLA LIAB X OCCUR 3,000,000 EACH OCCURRENCE EXCESS LIAB CLAIMS-MADE 51CC001957161 06/11/2017 06/11/2018 3,000,000 AGGREGATE 10.000 DED X RETENTIONS C WORKERS COMPENSATION AND EMPLOYERS' LIABILITY X | PER STATUTE ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) EWC 0326714 06/11/2017 06/11/2018 500,000 E.L. EACH ACCIDENT N 500,000 E.L. DISEASE - EA EMPLOYEE If yes, describe under DESCRIPTION OF OPERATIONS below 500,000 E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Reference: 32 Northeast Drive, Hershey, PA 17033 CERTIFICATE HOLDER CANCELLATION DOC32N1 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. **DOC-32 Northeast Drive** MOB, LLC c/o Physicians Realty Trust AUTHORIZED REPRESENTATIVE 309 North Water St., Suite 500 Milwaukee, WI 53202

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