

SCHEDULE 1 INSURANCE REQUIREMENTS

(for vendors, contractors, professional service consultants and other service providers (each, a “Contractor”))

I. ENTITY & PROPERTY INFORMATION:

Certificate Holder: Sanctuary Acquisitions East, LLC, Sanctuary Acquisitions West, LLC & Sanctuary Park Owner’s Association, Inc.
c/o Rubenstein Partners
Cira Centre
2929 Arch Street, 28th Floor
Philadelphia, PA 19104-2868
ATTN: Property Administrator

Property Name: **Sanctuary Park**
[Stonebridge I, Stonebridge II, Stonebridge III & Hillside] **[East Campus]**
[Lakeview I and Lakeview II, The Falls, Oak View I & Oakview II] **[West Campus]**
[The Clubhouse] **[Owner’s Association]**

Property Address: 1110, 1120, 1130 & 1150 Sanctuary Parkway, Alpharetta, GA 30009 **[East Campus]**
1105 Lakewood Parkway and 1145, 1125, 1165 & 1185 Sanctuary Parkway, Alpharetta, GA 30009 **[West Campus]**
1115 Sanctuary Parkway, Alpharetta, GA 30009 **[Owner’s Association]**

Additional Insureds: The following shall be named as Additional Insureds:

Sanctuary Acquisitions East, LLC [East Campus Property Owner (“East Owner”)]
Sanctuary Acquisitions West, LLC [West Campus Property Owner (“West Owner”)]
Sanctuary Investors, LLC [East & West Owners’ parent (“Parent”)]
RP III Sanctuary Member, LLC [Parent’s Managing Member (“Parent Manager”)]
RPO Property Management, LLC [Owners’ Property Manager]
Rubenstein Properties Fund III, L.P. (the “Fund”) [indirect parent of Owners]
Rubenstein Partners, L.P. [fund manager of the Fund]
AIGGRE Sanctuary Park Investor LLC (“Investor”) [Member of Manager]
AIG Global Real Estate Investment Corp. [Non-Member Manager of Investor (“Investor Manager”)]
Metropolitan Life Insurance Company [Lender secured by the Property]
New York Life Insurance Company [Lender secured by the Property]
Sanctuary Park Owners Association, Inc. [Owners Association for the Property]
Each entity controlled by, under the control of, under common control with and/or majority owned by, any of the foregoing.

All insurance shall be procured from insurers permitted to do business in the State in which the Property is located and having an A.M. Best Rating of at least “A-, Class VIII”. No cancellation (or material change or reduction of coverage in noncompliance with the minimum insurance requirements) without at least 30 days’ prior written notice to Certificate Holder. A current copy of the COI, a copy of the Waiver of Subrogation Endorsement and a copy of the Additional Insured Endorsement (and such other evidence of insurance as the Certificate Holder may request) must be on file in the listed property management office before work can begin. With respect to the General Liability (and Umbrella/Excess Liability), the Additional Insured coverage must be provided for ongoing operations and completed operations (using ISO Endorsements CG 2010 and CG 2037, or their equivalents) on a primary and noncontributory basis. The COI must identify by name those entities specifically listed above as Additional Insureds, and shall reference those entities identified by category (e.g., lender, entity under common control, etc.) by adding the following language immediately after the list of named entities: “and any other entities where required by written contract.” Copies of the certificate(s) can be emailed to both Amy Timms at atimms@rpopersations.com and RPO Property Management, LLC at COI@RPOperations.com

II. RISK CATEGORIES:

Examples of Common Services/Contractors
<p><input type="checkbox"/> Low Risk: Office Equipment Service, Painters (ladders no higher than 6’), Minor repairs/small service jobs (< 30 days’ duration and < \$500)</p>
<p><input type="checkbox"/> Medium Risk: Tenants, Mover, Carpets/Floor Finishing, Fire Extinguishing, Alarm Systems Service & Repair, Metal Cleaners & Refinishers, Security & Guard Service, Garbage Removal & Disposal, Heating Ventilation & Air Conditioning Service, Cleaning & Janitorial, Landscaping & Lawn Maintenance, Overhead & Revolving Door Service, Plumbing Service, Painters (ladders or scaffold higher than 6’), Parking Surface Maintenance & Striping, Snow Removal Service, Appraisers, Architects (small project), Consultants (most projects), Designers (most projects)</p>
<p><input type="checkbox"/> High Risk: Asbestos Abatement & Hazardous Material, Electrical Maintenance, Elevator/Escalator Service & Maintenance, Telecommunications & TV Equipment Master Wiring & Antennas, Window Washing & Swing Station Equipment Services,</p>

Construction, Sensitive Equipment, Sewer Contractor, Sprinkler System Service & Repair, Roofing, Architects (large projects),
Consultants (large projects)

III. MINIMUM INSURANCE REQUIREMENTS (Coverages “A” – “F” below required for ALL Services/Contractors):

A. Commercial General Liability Coverage: Provided on ISO form CG 00 01 04 13 or an equivalent form including Premises - Operations, Independent Contractors, Products/Completed Operations, Broad Form Property Damage, Contractual Liability, and Personal Injury and Advertising Injury. Occurrence Form with the following limits:

(1)	General Aggregate:	\$2,000,000
(2)	Products/Completed Operations Aggregate:	\$2,000,000
(3)	Each Occurrence:	\$1,000,000
(4)	Personal and Advertising Injury:	\$1,000,000

Products/Completed Operations Coverage must be maintained for a period of at least three (3) years after final payment/completion of work (including coverage for the Additional Insureds as set forth herein). The General Aggregate Limit must apply on a **Per Project basis** (Note: Per Location or Per Policy Aggregate may be acceptable for low risk services). Coverage for “Resulting Damage” must be included. There should be no amendment to the standard definition of an “Insured Contract”. If applicable, the definition of an “Insurance Contract” should only be amended in order to provide coverage for all work on or within 50 feet of a railroad. If applicable by the scope of work, the policy should include an endorsement covering Rigger’s Liability.

B. Automobile Liability: Coverage to include All Owned, Hired and Non-Owned Vehicles (or “Any Auto”); if you do not have any Owned Vehicles you are still required to maintain coverage for Hired and Non-Owned Vehicles as either a stand-alone policy or endorsed onto the Commercial General Liability policy above.

Per Accident Combined Single Limit	\$1,000,000
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C. Worker’s Compensation & Employers’ Liability: Provided in the State in which the work is to be performed and elsewhere as may be required and shall include:

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| (1) | Workers’ Compensation Coverage: | Statutory Requirements |
| (2) | Employers Liability Limits not less than: | |
| | Bodily Injury by Accident: | \$500,000 Each Accident |
| | Bodily Injury by Disease: | \$500,000 Each Employee |
| | Bodily Injury by Disease: | \$500,000 Policy Limit |
| (3) | Includes coverage for sole proprietors, partners, members or officers who will perform the work. | |
| (4) | Where applicable, if the Contractor is lending or leasing its employees to Certificate Holder for the work under this contract (e.g., crane rental with operator), it is the Contractor’s responsibility to provide the Workers Compensation and Employer’s Liability coverage and to have their policy endorsed with the proper Alternate Employer Endorsement in favor of Certificate Holder. | |

D. Commercial Umbrella Liability: Policy(ies) to apply on a Following Form Basis of the following:

- (1) Commercial General Liability,
- (2) Automobile Liability, and
- (3) Employers Liability Coverage.

<u>Minimum Umbrella Limits*:</u>	<u>Low Risk:</u>	<u>Medium Risk:</u>	<u>High Risk:</u>
Per Occurrence:	\$1,000,000	\$5,000,000	\$10,000,000
In the Aggregate (where applicable):	\$1,000,000	\$5,000,000	\$10,000,000

* **Note:** The total limits required can be satisfied through a combination of primary and umbrella coverage.

E. Crime Insurance: Employee Theft and Theft, Disappearance and Destruction coverage parts; add Owner as Loss Payee. Employee Theft Coverage part shall include 3rd Party / Client Property Endorsement (ISO Form CR 04 01, or its equivalent).

Limit Per Claim/Loss	\$1,000,000
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F. Owned, Leased, Rented or Borrowed Equipment: Contractor assumes all risk of, and shall maintain Property Coverage for, its owned, leased, rented or borrowed equipment, tools, trailers, etc.

IV. ADDITIONAL COVERAGES (TO THE EXTENT APPLICABLE / Designated by Contractor's Scope of Work):

A. Professional (Errors & Omissions) Liability: Definition of "Covered Services" shall include the services required in the scope of this contract. Insurance to be maintained for the duration of the work and for a period of three (3) years after completion of work/final payment.

<u>Minimum Limits:</u>	<u>Low Risk:</u>	<u>Medium Risk:</u>	<u>High Risk:</u>
Per Claim & in the Aggregate:	\$1,000,000	\$2,000,000	\$10,000,00

B. Environmental/Contractor's Pollution: Covering losses caused by pollution incidents that arise from the operations of the Contractor and/or its subcontractors of any risk category. Insurance to be maintained for the duration of the work and for a period of three (3) years after completion of work/final payment. The policy should include Mold Coverage for full policy limit of liability, and coverage for asbestos and lead with respect to inadvertent disturbance, land/water and third party bodily injury and property damage claims

Limits Per Occurrence & in the Aggregate \$2,000,000

C. Privacy Liability: Coverage for third party liability arising out of theft, disclosure or loss of confidential and proprietary business information (including Personally Identifiable Information and Protected Health Information), and network/security failures that may arise from Contractor's work with this contract.

- (1) Limits Per Claim & in the Aggregate \$1,000,000
- (2) Privacy Breach Notification and Credit Monitoring: \$250,000 Per Occurrence

D. Aircraft Liability/Unmanned Aircraft Systems ("UAS" aka Drones): Coverage for bodily injury, property damage, personal and advertising injury arising out of any owned, leased, hired or borrowed aircraft or UAS.

Limits Per Occurrence & in the Aggregate \$5,000,000

Note: If UAS are covered by the General Liability policy instead of an Aviation Policy, coverage must be provided by CG 24 50 (or its equivalent) for "any aircraft used in the Insured's operations" for "any operations or projects of the Insured."

E. Additional Coverage: Any other insurance commonly used by Contractors for services of the type to be performed pursuant to this contract. _____

V. GENERAL TERMS & CONDITIONS:

A. All insurance required herein, with the exception of Professional Liability, Environmental Liability and Privacy Liability (in each case, if applicable), shall be written on an "Occurrence" basis. Claims-Made coverage must include the following:

- (1) The retroactive date must be on or prior to the start of work under this Contract; and
- (2) The Contractor must purchase "tail coverage/an extended reporting period" or maintain coverage for a period of three (3) years subsequent to the completion of their work / final payment.

B. There shall be no "Insured versus Insured Exclusion" on any policies (other than "Named Insured versus Named Insured"); all policies will provide for "cross liability coverage" as per standard ISO policy forms.

C. Additional Insured Status: The General Liability, Auto Liability, Umbrella Liability, Contractor's Pollution Liability and Aircraft/UAS Liability policies shall include the entities noted above as Additional Insureds on a primary and non-contributory basis.

D. Waiver of Rights of Subrogation: Contractor shall waive all rights of recovery against Owner and all the Additional Insureds for loss or damage covered by any of the insurance (with the exception of the Professional and Privacy Liability policies) maintained by the Contractor.

E. The amount of insurance provided in the required insurance coverages set forth herein shall not be construed to be a limitation of the liability on the part of Contractor, nor shall the carrying of such insurance be interpreted as relieving Contractor of any responsibility or liability under this Contract.

F. If the Contractor (or any Subcontractor or Sub-subcontractor) carries liability limits in excess of the minimum insurance requirements set forth herein, those additional limits of liability will be made available to the Additional Insureds.

G. Contractor shall promptly notify Owner and the appropriate insurance company(ies) in writing of any accident(s) as well as any claim, suit or process received by the Contractor arising in the course of operations under this Contract. The Contractor shall forward such documents received to its insurance company(ies) as soon as practicable, or as required by its insurance policy(ies).