


Real Estate

Schedule

The Schedule

Policy Number	:	453564/01/2022	
Insured	:	ReSI Homes Limited Where under the terms of any lease or licence the Insured is required to effect insurance on the Buildings in the joint names, joint insured, joint interest, co-insured or composite insured basis of themselves and any tenant, lessee or freeholder, such other parties are automatically included as a Composite Insured in respect of the insurance for such Buildings	
Insured Postal Address	:	c/o ReSI Capital Management 80 Cheapside, London EC2V 6EE	
Business	:	Property Owners	
Period of Insurance		From 13th December 2022 To 12th December 2023 both days inclusive Or any subsequent period for which the Insurer accepts a premium	
Premium (excluding Terrorism)		Sub-total	£87,533.72
		Insurance Premium Tax	£10,504.05
		Total	£98,037.77
Terrorism Premium		Sub-total	£3,620.68
		Insurance Premium Tax	£434.48
		Total	£4,055.16
Insurer(s)		Everest Insurance (Ireland) DAC A Designated Activity Company incorporated in Ireland. Registration No. 456702 Registered Office: 38/39 Fitzwilliam Square West, Dublin 2, D02 NX53, Ireland UK Branch registered in England and Wales Registration No. BR021682 UK Branch Office: 40 Lime Street, London, EC3M 5BS Everest Insurance (Ireland) DAC is authorised by the Central Bank of Ireland and regulated by the Central Bank of Ireland, Financial Conduct Authority and the Prudential Regulation Authority FCA Firm Reference Number is 794741	
Contact details		Property Claims Mclarens Please refer to the claims procedure guide for full details Liability Claims everestclaims@mills-reeve.com / 0121 456 8304	

Territorial Limits	<p>PART A</p> <p>Great Britain, Northern Ireland, the Channel Islands and the Isle of Man</p> <p>PART B</p> <p>Section 5 – Public and Products Liability: Worldwide in connection with the Business conducted by the Insured from premises within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands, other than in respect of the following Extensions where the Territorial Limits shall mean as follows:</p> <p>a) Extension 3, Contingent Motor Liability Great Britain, Northern Ireland, the Isle of Man and the Channel Islands</p> <p>Section 6 – Employers’ Liability:</p> <p>a) Anywhere in the world provided that the Employee’s employment or engagement is entered into in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man; or</p> <p>b) In Great Britain, Northern Ireland, the Channel Islands and the Isle of Man in respect of employment or engagement entered into outside these territories including temporary visits outside these countries other than back to the country of employment or engagement</p>
Signed on behalf of the Insurer	
Date	14 th December 2022

Sections of the Policy Applying

1 – Property Damage	Insured
2 – Loss of Rent	Not Insured
3 – Engineering Breakdown	Not Insured
4 – Terrorism	Insured
5 – Public and Products Liability	Insured
6 – Employers’ Liability	Not Insured

PART A: PROPERTY

Section 1 – Property Damage

Property Insured: As declared to the **Insurer** being all **Buildings**, **Other Contents** and any other property declared over the portfolio.

The total Declared Values and Sums Insured are stated below.

Property Insured Item	Total Declared Value	% uplift	Total Sum Insured
1 Buildings (inc installed Plant & Machinery)	£75,430,844	25%	£94,288,555
2 Other Contents	N/A	-	
3 Other Property	N/A	-	N/A

Section 2 – Loss of Rent

As declared to the **Insurer** over the portfolio. The total Sums Insured are stated below.

Item	Total Sum Insured
1 Rent	Not Insured
2 Accelerated Reinstatement Expenditure	Not Insured
3 Additional Increase in Cost of Working	Not Insured
Maximum Indemnity Period	
Rent	Not Insured
Accelerated Reinstatement Expenditure	Not Insured
Additional Increase in Cost of Working	Not Insured
Investigative Delays	Not Insured
Residential Property	Not Insured

Section 3 – Engineering Breakdown

	Limit of Liability
Insured	Not Insured

Section 4 – Terrorism

	Limit of Liability
Insured	As applicable for Sections 1, 2 and 3

N.B. Additional limits and/or Sub-limits may apply – these are listed later in this Schedule.

Part A: Sub-limits

- Unless otherwise stated, Sub-limits form part of the Sum Insured and do not apply in addition to it.
- All Limits of Liability apply any one **Occurrence** unless otherwise stated.
- Limits are inclusive of the Excess unless otherwise stated. If more than one Sub-limit applies to the same loss, the **Insurer's** liability will be limited to the lesser Sub-limit.

In respect of Part A, Sections 1 and 2 combined limits

Automatic Acquisitions	£1,000,000, applying in addition
Contract Works	£100,000 maximum contract value
Failure of Third Party Insurances	£1,000,000, applying in addition
Inadvertent Omission to Insure	£1,000,000, applying in addition

In respect of Part A, Section 1

Basis of Settlement – European Union and Public Authorities - Undamaged Portions	15% of the amount the Insurer would have been liable to pay by that Item had the property been wholly destroyed
Contractors Interest	£100,000 any single contract Any single contract with a value above this limit must be notified to the Insurer
Insurance Premiums and Technical Agents' Fees	£10,000 applying in addition
Mitigation of Environmental Impact	10% of the Damage , applying in addition
Privity of Contract (and maintenance)	£1,000,000, applying in addition, retroactive date: inception
Resilient Repairs – Extra Costs	£15,000 applying in addition

In respect of Part A, Section 2

Residential Property	20% of the Buildings Sum Insured applicable to the residential premises or residential portion thereof concerned, applying in addition
Turnover Rent	Not Insured

In respect of Part A, Section 3

Mitigation of Environmental Impact	£10,000 applying in addition
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Part A: Excesses / Deductibles

From the amount of all claims in respect of one **Occurrence**, which shall be adjusted in accordance with the terms Exclusions and Conditions of the **Policy**, the **Insurer** will deduct the amount of the Excess stated below. Insurance Limits (and Sub-limits) are inclusive of Excesses.

Only one Excess will apply in respect of any one **Occurrence**. In the event that more than one Excess applies, then only the higher Excess will apply.

Amount:	£1,500	Subsidence
	£500	Escape of Water
	£500	All other losses

PART B: LEGAL LIABILITIES

Section 5 – Public and Products Liability

	Limit of Liability
1. Public Liability	£5,000,000 any one Occurrence
2. Products Liability (Personal Injury and Property Damage caused by the Insured's Products)	£5,000,000 any one Occurrence and in the aggregate for the Period of Insurance
3. Pollution Liability (Personal Injury and Property Damage caused by Pollution or Contamination)	£1,000,000 any one Occurrence and in the aggregate for the Period of Insurance
4. Asbestos Liability (Personal Injury caused by asbestos)	£1,000,000 any one Occurrence

N.B. Additional limits and/or Sub-limits apply – these are listed later in this Schedule

Section 6 – Employers' Liability

	Limit of Liability
Employers' Liability	Not Insured
Employers' Liability arising directly or indirectly from Terrorism	Not Insured

Part B: Sub-limits

- Unless otherwise stated Sub-limits form part of the Limit of Indemnity and do not apply in addition to it.
- Limits are inclusive of the **Deductible** unless otherwise stated.
- If more than one Sub-limit applies to the same loss, the **Insurer's** liability will be limited to the lesser Sub-limit.

In respect of Part B, Sections 5 and 6

Corporate Manslaughter and Corporate Homicide Act 2007 – Legal Defence Costs	£1,000,000 any one prosecution, applying in addition to the applicable Limit of Indemnity
Health and Safety at Work etc. Act 1974 – Legal Defence Costs	£1,000,000 any one prosecution, applying in addition to the applicable Limit of Indemnity

In respect of Part B, Section 5

Excess Motor Liability	The amount by which the Limit of Indemnity of Section 5 exceeds the aggregate of the limits under the applicable policy or policies of motor insurance
Financial Loss	£250,000 any one claim and in the aggregate for the Period of Insurance . Retroactive Date: inception date
Legionellosis	£1,000,000 any one claim and in the aggregate for the Period of Insurance . Retroactive Date: inception date

Pollution Clean-up Costs	£250,000 any one Occurrence and in the aggregate for the Period of Insurance
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In respect of Part B, Section 6

Bodily Injury to any Employee whilst engaged in Offshore work	£Nil any one Occurrence
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General Extension

In respect of all Sections of the Policy

Claims Preparation Expenses	£7,500 applying in addition Extension only applies in respect of claims with a minimum estimate of £75,000.
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Part B: Deductibles

From the amount of all claims which shall be adjusted in accordance with the terms Exclusions and Conditions of this **Policy**, the **Insurer** will deduct the amount of the **Deductible** stated below. Insurance Limits (and Sub-limits) are inclusive of **Deductibles**.

Only one **Deductible** will apply in respect of any one **Occurrence**. In the event that more than one **Deductible** applies, then the higher **Deductible** will apply.

£250	any one claim or series of claims arising out of any one Occurrence relating to Property Damage
£250	any one claim or series of claims arising out of any one Occurrence in respect of Section 5, Extension 10 Pollution Clean-up Costs
10% (£250 minimum)	each and every claim in respect of Section 5, Extension 6 Financial Loss
£Nil	All other claims

Endorsement/s

Endorsement 001 – LMA5018 Microorganism Exclusion

MICROORGANISM EXCLUSION

This Policy does not insure any loss, damage, claim, cost, expense or other sum directly or indirectly arising out of or relating to:

mold, mildew, fungus, spores or other microorganism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This Exclusion applies regardless whether there is (i) any physical loss or damage to insured property; (ii) any insured peril or cause, whether or not contributing concurrently or in any sequence; (iii) any loss of use, occupancy, or functionality; or (iv) any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

This Exclusion replaces and supersedes any provision in the Policy that provides insurance, in whole or in part, for these matters.

Endorsement 002 – LMA5393 Communicable Disease Exclusion

COMMUNICABLE DISEASE ENDORSEMENT

1. Notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
 - 2.1. for a Communicable Disease, or
 - 2.2. any property insured hereunder that is affected by such Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - 3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - 3.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.
4. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

This exclusion does not apply to liability caused by or resulting from legionella bacterium, cryptosporidium or cryptosporidiosis disease

All other terms, conditions and exclusions of the policy remain the same.

PROPERTY CYBER AND DATA ENDORSEMENT

- 1 Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:
 - 1.1 Cyber Loss, unless subject to the provisions of paragraph 2;
 - 1.2 loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data, unless subject to the provisions of paragraph 3;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

- 2 Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, this Policy covers physical loss or physical damage to property insured under this Policy caused by any ensuing fire or explosion which directly results from a Cyber Incident, unless that Cyber Incident is caused by, contributed to by, resulting from, arising out of or in connection with a Cyber Act including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act.
- 3 Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, should Data Processing Media owned or operated by the Insured suffer physical loss or physical damage insured by this Policy, then this Policy will cover the cost to repair or replace the Data Processing Media itself plus the costs of copying the Data from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the Data. If such media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank Data Processing Media. However, this Policy excludes any amount pertaining to the value of such Data, to the Insured or any other party, even if such Data cannot be recreated, gathered or assembled.
- 4 In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- 5 This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss, Data or Data Processing Media, replaces that wording.

Definitions

- 6 Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
- 7 Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
- 8 Cyber Incident means:
 - 8.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
 - 8.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

- 9 Computer System means:
- 9.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.
- 10 Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.
- 11 Data Processing Media means any property insured by this Policy on which Data can be stored but not the Data itself.

Endorsement 004 – Extended Incident – Prevention of Access Clause

It is hereby noted and agreed that the Policy Clause **Extended Incident – Prevention of Access** is deleted and reinstated as follows;

i) **Extended Incident – Prevention of Access**

Extension 3 b) Extended Incident – Prevention of Access of Section 2 Loss of Rent

Incident for the purpose of all cover provided by Section 2 includes

- i) any **Damage** within a radius of 1 kilometre of the **Premises**
- ii) unlawful occupation of the **Premises**, or any property or rights of way within a radius of 1 mile of the **Premises**, by any person but excluding occupation by any person or persons taking part in a labour dispute
- iii) the presence of or suspected presence of, a harmful device or weapon in, or within a radius of 1 kilometre of the **Premises** provided that the police or other appropriate statutory authorities are notified as soon as practicable
- iv) a gas leak or suspected gas leak at or within a radius of 1 kilometre of the **Premises**

that prevents the use of the **Premises**

- v) closure or sealing off of the **Premises** or any road, right of way or transport system by the police, fire brigade or other statutory authority or local or transport authority due to an emergency event at the **Premises** or within a radius of 1 kilometre of the **Premises** which is not otherwise insured under b) i) to iv) above, which
 - 1. prevents the use of the **Premises** or access thereto or, where the **Premises** forms part of a larger complex development or shopping centre, prevents the use of the entire complex development or shopping centre or access thereto or;

In so far as concerns paragraph b) i) above, this shall not include loss, destruction or damage to property of any of the **Insured's** suppliers of electricity, gas, water, effluent, telecommunications or internet provision or satellite services, which prevents the supply of such services to the **Premises**

In so far as concerns paragraph b) v) above, this shall not include action taken as a result of drought or diseases or other hazards to health

All other terms and conditions remain unaltered.