

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/20/2023

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 po this certificate does not confer rights to the certificate holder in lieu of sucl							•					
	DUCER					CONTACT						
							PHONE FAX					
King Insurance Partners 2321 NW 41st St. Ste B							(A/C, No, Ext): (A/C, No):					
232	1 NVV 41	St St. Ste B				ADDRESS: Jill.tague@king-insurance.com						
Cair	nesville				FL 32606	INSURER(S) AFFORDING COVERAGE					NAIC # 38261	
INSU					1 L 32000	INSURE	Marriago I	ndemnity Com	nany		26743	
INSU	KED	Green Enterprises II, Inc.				INSURE	KD.	indenning Com	рапу		20743	
		625 Grand Blvd # E102				INSURE						
		023 Grand Bivd # E102				INSURER D:						
Miramar Beach FL 32550-7888						INSURER E :						
001	/EDA0	Miramar Beach		ATE		INSURE	RF:		DEVICION NUMBER.			
_	/ERAGE				1011152111		TO THE INCHE		REVISION NUMBER:	IOD		
	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											
		TE MAY BE ISSUED OR MAY PERTA							UBJECT TO ALL THE TERMS	,		
INSR	CLUSIO			S. LIM SUBR		N REDUCED BY PAID CLAIMS. POLICY EFF POLICY EXP						
LTR	200	TYPE OF INSURANCE MMERCIAL GENERAL LIABILITY	INSD	WVD	POLICY NUMBER		(MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT		00,000	
	× co			Υ					EACH OCCURRENCE DAMAGE TO RENTED	Ψ		
		CLAIMS-MADE OCCUR				06/03/2023			PREMISES (Ea occurrence)	\$ 1,000,000 \$ 10,000		
_	<u> </u>		Υ		24CDMAC9CVE		06/03/3033	06/03/3034	MED EXP (Any one person)	Ψ		
Α	Ш_		Ť		21SBMAS8GYE		06/03/2023	06/03/2024	PERSONAL & ADV INJURY	Ψ	00,000	
	GEN'L AC	GGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	Ψ	00,000	
	POI	LICY JECT LOC							PRODUCTS - COMP/OP AGG	φ	00,000	
		OTHER:							AICNT COMBINED SINGLE LIMIT	\$	2000	
	AUTOMOBILE LIABILITY							(Ea accident)	\$ 1,00	00,000		
		Y AUTO NED SCHEDULED			0.400044.00075	06/03/2023	06/03/2024	BODILY INJURY (Per person)	\$			
Α		TOS ONLY AUTOS			21SBMAS8GYE			BODILY INJURY (Per accident) PROPERTY DAMAGE	\$			
		TOS ONLY AUTOS ONLY						(Per accident)	\$			
										\$		
		UMBRELLA LIAB OCCUR		Y			EACH OCCURRENCE		Ψ	00,000		
Α	EXC	EXCESS LIAB CLAIMS-MADE			21SBMAS8GYE	06/03/2023	06/03/2024	AGGREGATE	\$ 1,00	00,000		
	-	DED RETENTION \$ 10,000							PER OTH-	\$		
	AND EMP	PLOYERS' LIABILITY Y / N	N/A Y					06/03/2024	PER OTH- STATUTE ER	4.00	20.000	
Α		PRIETOR/PARTNER/EXECUTIVE N N		Y	21SBMAS8GYE	06/03/2023	06/03/2023		E.L. EACH ACCIDENT	Ψ	00,000	
	(Mandato	scribe under						E.L. DISEASE - EA EMPLOYEE	φ .	00,000		
	DÉSCRIP	TION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$ 1,00	00,000	
ь	Proper	Property			BDC 2055944 02	06/07/2022	06/07/2024	Please see Property				
В					BDG-3055841-02		06/07/2023	00/07/2024				
DEC	DIDTION	OF OPERATIONS / LOCATIONS / VEHICLE	C (AC	000 4	04 Additional Damanto Cabadula							
Waiver of Subrogation applies on the General Liability, Auto and Umbrella in regards to the Workers Compensation in favor of Kilwins Chocolates Franchise, Inc. and Kilwin's Quality Confensions, Inc. Kilwins Chocolates Franchise, Inc. and Kilwin's Quality Confensions, Inc. are Additional Insured on a primary & Non-contributory basis on the General Liability, Auto & Umbrella. 30 day notice of cancellation will be given.												
Pro	perty Poli	icy #BDG-3055841-01										
CERTIFICATE HOLDER CANCEL							ANCELLATION					
Kilwins Chocolates Franchise, Inc. Kilwin's Quality Confections, Inc. 1050 Bay View Road						SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE						
Petoskey MI 49770					Mebol Cay I.							

SENCY CUSTOMER ID: 002



ADDITIONAL REMARKS SCHEDULE

ACORD	ADDITIONAL	RKS SCHEDULE	Page	of _		
AGENCY			NAMED INSURED			
King Insurance Partners			Green Enterprises II, Inc.			
POLICY NUMBER						
CARRIER		NAIC CODE				
			EFFECTIVE DATE:			

	1	-						
CARRIER	NAIC CODE	EFFECTIVE DATE:						
ADDITIONAL REMARKS								
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACOR	D FORM.							
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance								
Maxum Indemnity Company 6-7-23 to 6-7-24								
Business Income/Extra Expense 750,000 Business Personal Property 205,000 Spoilage 10,000 Tenant Improvements & Betterments 185,000								

			ADDI	TIONAL COVE	RAGI	ES		
Ref#	Description Umbrella B	n Base Policy Premium				Coverage Code BASEP	Form No.	Edition Date
Limit 1		Limit 2 Limit 3 Deductible Amount Deductil			ctible Type	Premium \$435.00		
Ref#	Description Additional					Coverage Code ADDIN	Form No.	Edition Date
Limit 1		Limit 2	Limit 3	Deductible Amount	Deduc	ctible Type	Premium \$5.00	1
Ref#	Description Property da	n amage-single limit				Coverage Code	Form No.	Edition Date
Limit 1		Limit 2	Limit 3	Deductible Amount 0	Deduc	ctible Type	Premium	
Ref#	Description Employme	n nt Practices Liab Ins				Coverage Code EPLI	Form No.	Edition Date
Limit 1 25,000		Limit 2 25,000	Limit 3	Deductible Amount	Deduc	ctible Type	Premium	
Ref#	Description Products/C	n completed Ops Aggre	gate			Coverage Code PRDCO	Form No.	Edition Date
Limit 1 1,000,0		Limit 2	Limit 3	Deductible Amount	Deduc	ctible Type	Premium	
Ref#	Description General Ag					Coverage Code GENAG	Form No.	Edition Date
Limit 1 1,000,0		Limit 2	Limit 3	Deductible Amount	Deduc	ctible Type	Premium	
Ref#	Description Bodily injur					Coverage Code	Form No.	Edition Date
Limit 1 1,000,0		Limit 2	Limit 3	Deductible Amount	Deduc	ctible Type	Premium	
Ref#	Description UMOLD	n				Coverage Code UMOLD	Form No.	Edition Date
Limit 1		Limit 2	Limit 3	Deductible Amount	Deduc	ctible Type	Premium	
Ref#	Description	n				Coverage Code	Form No.	Edition Date
Limit 1		Limit 2	Limit 3	Deductible Amount	Deduc	ctible Type	Premium	
Ref#	Description	า				Coverage Code	Form No.	Edition Date
Limit 1	I	Limit 2	Limit 3	Deductible Amount	Deduc	ctible Type	Premium	1
Ref#	Description	n				Coverage Code	Form No.	Edition Date
Limit 1	•	Limit 2	Limit 3	Deductible Amount	Deduc	ctible Type	Premium	•
OFADT	LCV						Copyright 2001, A	MS Services, Inc.



BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Section C. WHO IS AN INSURED:

Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs **a**. through **f**. below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**. How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container:
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- **(f)** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - **(b)** Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In connection with your premises;
 - (b) In the performance of your ongoing operations performed by you or on your behalf; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
 - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

- (i) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (ii) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit

- (1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In the performance of your ongoing operations performed by you or on your behalf;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
 - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
 - This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Supervisory, surveying, inspection, architectural or engineering activities.
 - This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service described in Paragraphs f.(2)(a) or f.(2)(b) above.



If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

7. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

- 1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purpose of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - **b.** Regarding web sites, only that part of a web site that is about your goods, products or services for the purpose of attracting customers or supporters is considered an advertisement.
- 2. "Advertising idea" means any idea for an "advertisement".
- **3.** "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.
- 4. "Auto" means:
 - **a.** A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or
 - **b.** Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

- 5. "Bodily injury" means physical:
 - **a.** Injury;
 - b. Sickness; or
 - c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

- **6.** "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - **b.** International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above;
 - **c.** All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in a. above;
 - (2) The activities of a person whose home is in the territory described in **a**. above, but is away for a short time on your business; or



BLANKET ADDITIONAL INSURED BY CONTRACT – UMBRELLA

This endorsement modifies insurance provided under the following:

UMBRELLA LIABILITY SUPPLEMENTAL POLICY

Except as otherwise stated in this endorsement, the terms and conditions of the Supplemental Policy apply.

- A. The following is added to Paragraph 2. of Section C. WHO IS AN INSURED:
 - a. Any person or organization when you have agreed, because of a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision, to provide insurance such as is afforded under this Supplemental Policy, but only with respect to your operations performed by you or on your behalf, "your work" or facilities owned or used by you.
 - This provision does not apply:
 - (1) Unless the written contract or written agreement has been executed, or the permit has been issued, prior to the "bodily injury," "property damage," or "personal and advertising injury";
 - (2) Unless the limits of liability specified in such written contract, written agreement or permit are greater than the limits of liability provided by the "underlying insurance"; and
 - (3) Beyond the period of time required by the written contract, written agreement or permit;
 - However, no such person or organization is an "insured" under this provision if such person or organization qualifies as an "insured" by any other provision of this Supplemental Policy.
 - **b.** With respect to the insurance afforded to the persons or organizations qualifying as an "insured" in Paragraph **a**. above, the following additional exclusion applies:
 - (1) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:
 - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Supervisory, surveying, inspection, architectural or engineering activities.
 - This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an "insured", if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.
 - **c.** The insurance afforded to such "insured" will not be broader than that which you are required by the contract, agreement or permit to provide for such "insured".
 - d. The insurance afforded to such "insured" only applies to the extent permitted by law.