



CERTIFICATE OF INSURANCE

DATE ISSUED (MM/DD/YY)
4/19/18

— THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY —

Home Office • 100 Erie Insurance Place • Erie, Pennsylvania 16530 • 814.870.2000
Toll free 1.800.458.0811 • Fax 814.870.3126 • www.erieinsurance.com

NAME AND ADDRESS OF AGENCY EMERALD FINANCIAL GROUP 23200 BREWERS TAVERN WAY CLARKSBURG, MD 20871-4391 (301)540-1776	AGENT'S NO. BB1566	COMPANY(IES) AFFORDING COVERAGE Co.: C ERIE INSURANCE COMPANY Co.: D ERIE INSURANCE PROPERTY & CASUALTY COMPANY Co.: E ERIE INSURANCE EXCHANGE (Not Applicable) Erie Indemnity Co., Attorney-in-Fact in NY Co.: F ERIE INSURANCE COMPANY OF NEW YORK Co.: G FLAGSHIP CITY INSURANCE COMPANY
--	------------------------------	--

NAME AND ADDRESS OF NAMED INSURED GEORGETOWN KICS, LLC 212 KING ST ALEXANDRIA, VA 22314	This certificate is issued for information purposes only and confers no rights on the certificate holder. It does not affirmatively or negatively amend, extend, or otherwise alter the terms, exclusions and conditions of insurance coverage contained in the policy(ies) indicated below. The terms and conditions of the policy(ies) govern the insurance coverage as applied to any given situation. Limits shown may have been reduced by claims paid. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer and the certificate holder.
---	---

This is to certify that policies, as indicated by the Policy Number below, are in force for the Named Insured at the time that the Certificate is being issued.

CO Add'l LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS												
E	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Q97 0891888	1/12/18	1/12/19	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>FIRE DAMAGE (Any One Fire)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>MED EXP (Any One Person)</td><td style="text-align: right;">\$ 10,000</td></tr> <tr><td>PERSONAL & ADV. INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>PRODUCTS-COMP/OP AGG</td><td style="text-align: right;">\$ 2,000,000</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	FIRE DAMAGE (Any One Fire)	\$ 1,000,000	MED EXP (Any One Person)	\$ 10,000	PERSONAL & ADV. INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS-COMP/OP AGG	\$ 2,000,000
EACH OCCURRENCE	\$ 1,000,000																
FIRE DAMAGE (Any One Fire)	\$ 1,000,000																
MED EXP (Any One Person)	\$ 10,000																
PERSONAL & ADV. INJURY	\$ 1,000,000																
GENERAL AGGREGATE	\$ 2,000,000																
PRODUCTS-COMP/OP AGG	\$ 2,000,000																
E	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> "ANY AUTO" (OWNED, HIRED, NON-OWNED) <input type="checkbox"/> OWNED <input type="checkbox"/> HIRED <input type="checkbox"/> NON-OWNED <input type="checkbox"/> GARAGE				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>BODILY INJURY (EACH PERSON)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (EACH ACCIDENT)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY AND PROPERTY DAMAGE COMBINED</td><td style="text-align: right;">\$</td></tr> </table>	BODILY INJURY (EACH PERSON)	\$	BODILY INJURY (EACH ACCIDENT)	\$	PROPERTY DAMAGE	\$	BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$				
BODILY INJURY (EACH PERSON)	\$																
BODILY INJURY (EACH ACCIDENT)	\$																
PROPERTY DAMAGE	\$																
BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$																
E	<input checked="" type="checkbox"/> EXCESS LIABILITY <input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> RETENTION \$ 0	Q25 1270234	1/12/18	1/12/19	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 3,000,000</td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$ 3,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 3,000,000	AGGREGATE	\$ 3,000,000		\$		\$				
EACH OCCURRENCE	\$ 3,000,000																
AGGREGATE	\$ 3,000,000																
	\$																
	\$																
E	WORKERS COMPENSATION & EMPLOYERS LIABILITY	Q88 1900755	4/19/18	4/19/19	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><th colspan="2" style="text-align: center;">STATUTORY</th></tr> <tr><td style="text-align: center;">BODILY INJURY BY</td><td>ACCIDENT \$ 1,000,000 EACH ACCIDENT</td></tr> <tr><td></td><td>DISEASE \$ 1,000,000 POLICY LIMIT</td></tr> <tr><td></td><td>DISEASE \$ 1,000,000 EACH EMPLOYEE</td></tr> </table>	STATUTORY		BODILY INJURY BY	ACCIDENT \$ 1,000,000 EACH ACCIDENT		DISEASE \$ 1,000,000 POLICY LIMIT		DISEASE \$ 1,000,000 EACH EMPLOYEE				
STATUTORY																	
BODILY INJURY BY	ACCIDENT \$ 1,000,000 EACH ACCIDENT																
	DISEASE \$ 1,000,000 POLICY LIMIT																
	DISEASE \$ 1,000,000 EACH EMPLOYEE																
	OTHER																

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
See attachment.

CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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).

NAME AND ADDRESS OF CERTIFICATE HOLDER Kilwins Chocolates Franchise Inc. Kilwin's Quality Conf 1050 Bay View Rd Petoskey, MI 49770	AUTHORIZED REPRESENTATIVE
---	-------------------------------

DESCRIPTION OF JOBS/SPECIAL ENDORSEMENTS/WORDING:

Kilwins Chocolates Franchise, Inc. and Kilwin's Quality Confections, Inc. are listed as additional insured on Primary and Non-Contributory Basis with regards to General Liability, Automobile Liability and Umbrella. Waiver of Subrogation with regards to Workers Compensation, General Liability, Automobile Liability and Excess of Liability in favor of Kilwins Chocolates Franchise Inc. and Kilwin's Quality Confections, Inc.

Excess of Liability follows form.

General Liability form extends for Commercial Auto.

30 days written notice of cancellation or non-renewal must be provided to the Franchisor on all coverage.

COMPLETE NAME AND ADDRESS OF CERTIFICATE HOLDER OR ADDITIONAL INSURED:

Kilwins Chocolates Franchise, Inc.

Kilwin's Quality Confections, Inc.



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

1/15/2018

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

AGENCY EMERALD FINANCIAL GROUP 23200 Brewers Tavern Way Clarksburg, MD 20871 EMERALD FINANCIAL GROUP	PHONE (A/C, No, Ext): (301)540-1776	COMPANY Erie Insurance Exchange 100 Erie Insurance Place Erie PA 16530
FAX (A/C, No): (301)515-9333	E-MAIL ADDRESS: cecilia@efsinsurance.com	
CODE:	SUB CODE:	
AGENCY CUSTOMER ID #:		
INSURED Georgetown Kics 212 King St Alexandria VA 22314	LOAN NUMBER	POLICY NUMBER Q970891888
	EFFECTIVE DATE 1/12/2018	EXPIRATION DATE 1/12/2019
	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
	THIS REPLACES PRIOR EVIDENCE DATED:	

PROPERTY INFORMATION

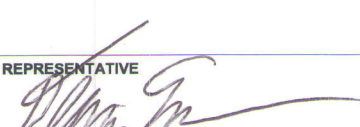
LOCATION/DESCRIPTION 212 King St Alexandria VA 22314
--

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 EVIDENCE OF PROPERTY INSURANCE 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.

COVERAGE INFORMATION	PERILS INSURED	BASIC	BROAD	SPECIAL	AMOUNT OF INSURANCE	DEDUCTIBLE
Business Personal Property - Blanket Coverage - Contents				<input checked="" type="checkbox"/>	\$516000	\$1,000
Income Protection and Extra Expense- Actual loss sustain					12 Months	
Sewer and Drain Back Up					\$20,000	
Utility Properties - Direct Damage					\$100,000	
Earthquake Coverage for Contents - Blanket					\$516,000	
Food Contamination - Business Income and Expense					\$25,000	
Terrorism					Included	
Utilities Property- Direct Damage					\$100,000	

REMARKS (Including Special Conditions) Replacement Cost applies for contents under blanket coverage.
--

CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST			
NAME AND ADDRESS Kilwins Chocolates Franchise, Inc. Kilwin's Quality Confections, Inc. 1050 Bay View Rd Petoskey MI 49770	ADDITIONAL INSURED	LENDER'S LOSS PAYABLE	LOSS PAYEE
	MORTGAGEE		
	LOAN #		
	AUTHORIZED REPRESENTATIVE 		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ULTRAPACK PLUS EXTRA LIABILITY COVERAGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. Damage To Premises Rented To You - Fire Legal Liability

1. The following is added to Paragraph 1., **Insuring Agreement of Section I – Coverages, Coverage A - Bodily Injury And Property Damage Liability:**

Insuring Agreement

We will pay those sums that the insured becomes legally obligated to pay as damages because of "property damage" to buildings rented to you or occupied by you.

The damage must be caused by fire, lightning, windstorm, hail, explosion, riot, civil commotion, vehicles, aircraft, smoke, vandalism, malicious mischief, water damage, or elevator collision.

2. Exclusions 2. c. through 2. n. of **Section I - Coverages, Coverage A - Bodily Injury And Property Damage Liability** do not apply to this coverage. A separate limit of insurance applies to this coverage as described in **Section III - Limits of Insurance**.

We do not cover liability assumed by the insured except in an "insured contract".

3. Paragraph 9. a. of "insured contract" of **Section V - Definitions** is replaced by the following:

9. a. A contract for lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, windstorm, hail, explosion, riot, civil commotion, vehicles, aircraft, smoke, vandalism, malicious mischief, water damage, or elevator collision to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

B. Host Liquor Liability Coverage

The following is added to Paragraph 2. c. **Exclusions of Section I – Coverages, Coverage A - Bodily Injury And Property Damage Liability:**

This exclusion does not apply to liability of the insured or the indemnitee of the insured arising out of the giving or serving of alcoholic beverages at functions incidental to your business, provided you are not engaged in the business of manufacturing, distributing, selling, or serving of alcoholic beverages.

C. Non-Owned Watercraft

Paragraph 2. g. 2) a) **Exclusions of Section I - Coverages, Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

This exclusion does not apply to a watercraft that you do not own that is less than 51 feet long.

D. Incidental Medical Malpractice

1. The following is added to Paragraph 1., **Insuring Agreement of Section I – Coverages, Coverage A - Bodily Injury And Property Damage Liability:**

We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" arising from "incidental medical malpractice injury".

2. The following is added to Paragraph 2. **Exclusions of Section I – Coverages, Coverage A - Bodily Injury And Property Damage:**

This insurance does not apply to:

- a. Expenses incurred by the insured for first aid to others at the time of an accident.
- b. "Bodily injury" arising from any insured if the insured is engaged in the business or occupation of providing the following services:
 - 1) Diagnostic, medical, surgical, dental, x-ray, or nursing service or treatment, or the furnishing of food or beverages in connection with the service or treatment;
 - 2) Ambulance, paramedical, rescue squad, or other service or treatment conducive to health;
 - 3) The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or
 - 4) Health or therapeutic service, treatment, advice, or instruction.
- c. "Bodily injury" arising from any indemnitee if the indemnitee is engaged in the business or occupation of providing the following services:
 - 1) Diagnostic, medical, surgical, dental, x-ray, or nursing service or treatment, or the fur-

nishing of food or beverages in connection with the service or treatment;

- 2) Ambulance, paramedical, rescue squad, or other service or treatment conducive to health;
- 3) The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or
- 4) Health or therapeutic service, treatment, advice, or instruction.

3. The following is added to **Section V - Definitions**:
"Incidental medical malpractice injury" means injury arising out of the rendering of or failure to render, during the policy period, the following services:
 - a. Diagnostic, medical, surgical, dental, x-ray, or nursing service or treatment, or the furnishing of food or beverages in connection with the service or treatment; or
 - b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

E. Volunteer Workers - Medical Payments

The following is added to Paragraph 1. **Insuring Agreement of Section I - Coverages, Coverage C - Medical Payments**:

We will pay medical expenses for "bodily injury" sustained by your volunteer workers caused by an accident while engaged in any of your insured activities.

F. Attorney's Fees

The following is added to **Section I - Coverages, Supplementary Payments - Coverages A and B**:

All reasonable attorney's fees up to \$100 which the insured incurs because of arrest resulting from an accident involving "mobile equipment" covered by this policy.

- G. The following is added to the definition of "Products-completed operations hazard" of **Section V - Definitions**:

Includes all "bodily injury" and "property damage" arising out of "your product" if your business includes the handling or distribution of "your product" for consumption on premises you own or rent.

H. Non-Owned Automobile and/or Hired Automobile Liability Insurance Coverage

1. **Insuring Agreement - Non-Owned Auto Liability Insurance Coverage**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" resulting from an accident covered by this endorsement.

The accident must arise out of the use of any "non-owned auto" in your business by any person other than you.

- b. This insurance applies to "bodily injury" and "property damage" only if:
 - 1) The "bodily injury" or "property damage" is caused by an accident that takes place in the "covered territory"; and
 - 2) The "bodily injury" or "property damage" is caused by an accident during the policy period.

2. **Insuring Agreement - Hired Auto Liability Insurance Coverage**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" resulting from an accident covered by this endorsement.

The accident must arise out of the maintenance or use of "hired autos" by you or your "employees" in the course of your business.

- b. This insurance applies to "bodily injury" or "property damage" only if:
 - 1) The "bodily injury" or "property damage" is caused by an accident that takes place in the "covered territory"; and
 - 2) This "bodily injury" or "property damage" is caused by an accident during the policy period.

3. **Exclusions**

This **Non-Owned Autos and/or Hired Auto Liability Insurance Coverage** does not apply to:

- a. **Contractual Liability**

"Bodily injury" or "property damage" for which the insured 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:

- 1) That the insured would have in the absence of the contract or agreement; or
- 2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - a) Liability to such party for, or for the cost of, that party's defense has also

- c. If repaired or replaced at the expense of others, there is no loss payable to you.
- 3. Sold Property. If you have sold property but not delivered it, we will pay you the net selling price.

SECTION VIII - EXTENSIONS OF COVERAGE

A. Extensions of Coverage

We will pay the following "losses" at your option. Payments under these Extensions are not an additional amount of insurance and will not increase the total amount of insurance available for the coverage involved.

- 1. **Electrical Service Panels.** We will pay for damage to your electrical service panels caused by electricity.

This extension of coverage applies to each building described in the "Declarations".

- 2. **Fences, Walks, Unattached Outbuildings, Tennis Courts, and Inground Swimming Pools - Coverage 1.**

We will cover "loss" to fences, walks, unattached outbuildings, tennis courts, and inground swimming pools caused by a peril insured against on the premises described in the "Declarations." We will pay up to 10% of the Building(s) - Coverage 1 limit but not to exceed \$25,000 for any one "loss". If you are a tenant and no limit is shown for Building(s) - Coverage 1, we will pay up to 10% of the Business Personal Property and Personal Property of Others - Coverage 2 limit (minimum of \$1,000) but not to exceed \$25,000 for any one "loss".

Unattached outbuildings include garages, storage areas, and tool sheds but do not include those buildings used for dwelling purposes or in connection with manufacturing, servicing, or farming operations.

If specific insurance is carried on any item covered by this extension, then this extension does not apply to that item.

This extension of coverage applies to each building described in the "Declarations".

- 3. **Merchandise in Shipment.** Business Personal Property and Personal Property of Others - Coverage 2 includes protection for "loss" by a peril insured against to merchandise which you have sold but for which you have not received payment, while in the custody of a common carrier. This extension of coverage only applies when the "loss" is not recoverable from the purchaser, transporter, or any other insurance.

- 4. **Moving Clause.** When you move, coverage for "loss" to business personal property and personal property of others will apply for 60 days while in transit and at each location. The amount of insurance applying at each location will be the proportion that the value in each such location bears to the total value of Business Personal Property and Personal Property of Others - Coverage 2 covered at the original

location. After the completion of your move, the coverage will apply at the new location only.

- 5. **Refrigerated Property.** Business Personal Property and Personal Property of Others - Coverage 2 covers "loss" to the contents of refrigeration equipment on the premises described in the "Declarations" from either an "accident", "electronic circuitry impairment" or power failure.

This extension of coverage applies to each building described in the "Declarations".

- 6. **Temperature Change.** Business Personal Property and Personal Property of Others - Coverage 2 covers "loss" resulting from temperature or humidity change. There must first be damage from a peril insured against to the premises described in the "Declarations". "Loss" resulting from riot and civil commotion is not covered.

This extension of coverage applies to each building described in the "Declarations".

- 7. **Trees, Shrubs, Lawns, and Plants - Coverages 1 & 2.** We will cover "loss" to trees, shrubs, lawns, and plants (except vegetated roofs) on the premises described in the "Declarations" caused by fire; lightning; explosion; riot or civil commotion; vehicles; aircraft; smoke; falling objects; sonic boom; sinkhole collapse; volcanic action; or collapse caused by any of the perils specified in this paragraph.

If trees, shrubs, and plants are inside buildings, on the premises described in the "Declarations", we will also cover "loss" caused by windstorm; hail; weight of snow, ice, or sleet; vandalism or malicious mischief; or temperature change. There must first be damage from a peril insured against to the premises described in the "Declarations".

We will not be liable for more than \$1,000 for any one tree, shrub, or plant, including expenses for removing debris, or \$10,000 for any one "loss", unless trees, shrubs, or plants are held for sale inside buildings, or trees, shrubs, or plants are used for decorative purpose inside the building, in which case the Business Personal Property and Personal Property of Others - Coverage 2 limit applies. We will not be liable for more than \$2,500 for any one "loss" to lawns.

This extension includes expenses for the removal of debris of trees, shrubs, and plants from the premises described in the "Declarations" caused by a peril insured against which are the property of others. If you are a tenant, we will not cover removing debris of trees, shrubs, and plants owned by the landlord at the premises described in the "Declarations."

There is no coverage under this policy for trees, shrubs, lawns, and plants grown outside of buildings held for sale.