

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/07/2022

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

th	nis certificate does not confer rights to t	the c	ertifi	cate holder in lieu of such							
PRODUCER CONTACT NAME: Deborah Jackson											
Greystone Insurance					PHONE (828) 264-2626 FAX (A/C, No): (828) 264-8985						
a div of LifeStore Insurance					PHONE (828) 264-2626 FAX (A/C, No.): (828) 264-8985 E-MAIL ADDRESS: djackson@golifestore.com						
148 Hwy 105 Ext, Ste 204					INSURER(S) AFFORDING COVERAGE				NAIC#		
Воо	one			NC 28607	INSURE	Cincinna	ti Insurance Co				10677
INSU	RED				INSURE	Cincinno	ti Casualty Cor	npany			28665
	Bilcat, Inc.				INSURE						
	(See Addtional Named Insureds)										
	Po Box 682				INSURE						
				NC 28605-0682	INSURE						
	Blowing Rock				INSURE	RF:		DEVICION NUME	ep.		· · ·
	VERAGES CERT HIS IS TO CERTIFY THAT THE POLICIES OF IN			TOMBLIX.	ICCLIED	TO THE INCLU		REVISION NUME		00	
IN CI	HIS IS TO CERTIFY THAT THE POLICIES OF IN IDICATED. NOTWITHSTANDING ANY REQUIR ERTIFICATE MAY BE ISSUED OR MAY PERTAI XCLUSIONS AND CONDITIONS OF SUCH POL	EME IN, TH	NT, TE HE INS	ERM OR CONDITION OF ANY (SURANCE AFFORDED BY THE	CONTRA E POLICI	ACT OR OTHER IES DESCRIBEI	R DOCUMENT V D HEREIN IS SI	MTH RESPECT TO	WHICH TH	iis	
INSR LTR		ADDL	SUBR			POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		LIMITS		
LIK	COMMERCIAL GENERAL LIABILITY	INŽD	QVW	POLIOT NUMBER		(MANUSCOTT TTT)	(WINDOWS TOTAL)	EACH OCCURRENCE			0,000
								DAMAGE TO RENTE	D	<u>1,00</u>	0,000
	CLAIMS-MADE SOCCUR							PREMISES (Ea occur		10,0	00
Α		Υ		ECP 0248756		03/30/2022	03/30/2023	MED EXP (Ally Glie person) 3		*	0,000
^	<u> </u>	•		201 0240700		00/00/2022	00,00,2020	PERSONAL & ADV IN		2.00	0,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERALAGGREGATE 3		2.00	
	POLICY PRO- LOC					·		PRODUCTS - COMP/OP AGG \$ 2,000,00			
	OTHER:							COMBINED SINGLE I			
	AUTOMOBILE LIABILITY							(Ea accident)	3 1,000,000		0,000
	ANY AUTO OWNED SCHEDULED						00/00/0000		ODILY INJURY (Per person) \$		
Α	AUTOS ONLY AUTOS	Υ		EBA 0064159		03/30/2022	03/30/2023	BODILY INJURY (Per accident) \$ PROPERTY DAMAGE c			
	AUTOS ONLY AUTOS ONLY	HIRED AUTOS ONLY AUTOS ONLY						(Per accident)	-	\$	
										\$	
	✓ UMBRELLA LIAB OCCUR							EACH OCCURRENCE	E	* .	0,000
Α	EXCESS LIAB CLAIMS-MADE	Υ		EUP 0071096		03/30/2022	03/30/2023	AGGREGATE		\$ 5,00	0,000
	DED X RETENTION \$ 0							- Lees		\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							PER STATUTE	OTH- ER		
В	ANY PROPRIETOR/PARTNER/EXECUTIVE	Y PROPRIETOR/PARTNER/EXECUTIVE N/A N/A Indatory in NH)						E.L. EACH ACCIDEN	T .	\$	
	(Mandatory in NH)							E.L. DISEASE - EA E	MPLOYEE	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLIC	CY LIMIT	\$	
DES	COUNTING OF OBERTAINS I OCATIONS I VEHICLE	8 /^^	OPP 4	01 Additional Pamerke Schodulo	may he •	ttached if more ex	pace is required)	<u> </u>	l.		
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Kilwins Chocolates Franchise, Inc. and Kilwins 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 Transfer of Rights with regards to General Liability, Automobile Liability, Umbrella Liability in favor of Kilwins Chocolates Franchise, Inc. and Kilwin's Quality Confections, Inc. (Page 1 of 3)											
CERTIFICATE HOLDER CA					CANO	ELLATION					
Kilwins Chocolates Franchise, Inc. and Kilwin's				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						
	1050 Bay View Road Petoskev			MI 49770	Solar Roses						
	FEIDAREV			1411 40110			-1	DIVID. N. VINIT-			

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Dolatory-John

Additional Named Insureds Other Named Insureds Bilcat, Inc. dba Kilwin's, Blowing Rock; Willbran, Inc. dba Kilwin's, Wilmington; Willbran Too, Inc. dba Kilwin's, Gatlinburg COPYRIGHT 2007, AMS SERVICES INC OFAPPINF (02/2007)

AGENCY CUSTOMER ID:	00033004
LOC #:	



ACORD ADDITIONA	L REMA	ARKS SCHEDULE	Page _	of
AGENCY		NAMED INSURED		
Greystone Insurance		Bilcat, INC.		
POLICY NUMBER		~		
FOLD I NUMBER				
CARRIER	NAIC CODE			
	1	EFFECTIVE DATE:		<u> </u>
ADDITIONAL REMARKS	<u> </u>			
	D FORM			
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACOF		John		
FORM NUMBER: 25 FORM TITLE: Certificate of Liabil				
30 Day Notice of Cancellation or Nonrenewal added in favor of the franc	hise on all cove	erages.		
200 Shoppes On the Parkway Rd., Blowing Rock, NC 28605 1103 Main St., Blowing Rock, NC 28605 14 Market St., Wilmington, NC 28401 645 Parkway, Gatlinburg, TN 33738 Form numbers associated with Additional Insured, Primary, Noncontribut AA4004 03/06,AA4174 11/05,AA 4195 01/07 GA 2015 04/13,GA4049 09 US4032 09/02	tory and Waive 9/17, CG 2404 1	r of Transfer of Right are as follows: 10/93, US4096 10/10,		
US4032 09/02				

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Policy Number:				
03-30-2022	EBA 006 41 59				
Named Insured:					
BILCAT INC DBA KILWINS BLOWING ROCK					
Countersigned by:					

(Authorized Representative)

The person or organization named in the following schedule is an "insured" to the extent of their liability for the conduct of another "insured" as provided in **SECTION II - LIABILITY COVERAGE**, **A. Coverage**, **1. Who is an Insured**, Paragraph **c**.

Schedule

Additional Insured

KILWINS CHOCOLATES FRANCHISE, INC. AND KILWIN'S QUALITY CONFECTIONS, INC.

Address:

1050 BAY VIEW RD PETOSKEY, MI 49770

PRIMARY AND NONCONTRIBUTORY INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Policy Number:
EBA 006 41 59

(Authorized Representative)

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. Noncontributory Insurance

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance is replaced by the following:

c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

WAIVER OF SUBROGATION - AUTO

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 03-30-2022	Policy Number: EBA 006 41 59
Named Insured: BILCAT INC DBA KILWINS BLOWING ROCK	
Countersigned by:	

(Authorized Representative)

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name of person(s) or organization(s):
KILWINS CHOCOLATES FRANCHISE INC AND KILWIN'S QUALITY CONFECTIONS INC
1050 BAY VIEW RD
PETOSKEY, MI 49770-9006

Job location:

Job and/or Contract Number:

1. Waiver of Subrogation

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. is amended by the addition of the following:

With regard to the person(s) or organization(s), job location, and job and / or contract number shown in the Schedule of this endorsement, we waive any right of recovery we

may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the "insured contract".

ADDITIONAL INSURED - VENDORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s) (Vendor)	Your Products
RILWIN'S CHOCOLATES FRANCHISE, INC, AND 1050 BAY VIEW RD PETOSKEY, MI 49770-9006	KILWIN'S QUALITY CONFECTIONS, INC.
Information required to complete this Schedule, if not sh	lown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) (referred to throughout this endorsement as vendor) shown in the Schedule, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule which are distributed or sold in the regular course of the vendor's business.

However:

- 1. The insurance afforded to such vendor only applies to the extent permitted by law; and
- 2. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.
- B. With respect to the insurance afforded to these vendors, the following additional exclusions apply:
 - The insurance afforded the vendor 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;
- 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

PRIMARY/NONCONTRIBUTORY - OTHER INSURANCE CONDITION SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

KILWIN'S CHOCOLATES FRANCHISE INC, KILWIN'S QUALITY CONFECTIONS INC 1050 BAY VIEW RD PETOSKEY, MI 49770-9006

The following is added to the Other Insurance Condition and supercedes any provision to the contrary:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured described in the Schedule of this endorsement provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.
SCHEDULE

Name of Person or Organization:

KILWIN'S CHOCOLATES FRANCHISE INC, KILWIN'S QUALITY CONFECTIONS INC 1050 BAY VIEW RD PETOSKEY, MI 49770-9006

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV -- COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

AUTOMATIC NON-CONTRIBUTORY COVERAGE ENDORSEMENT - WHERE REQUIRED BY WRITTEN CONTRACT

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

SCHEDULE

LIMI	TS OF INSURANCE:	
\$ 5 \$ 5	,000,000 Each Occurrence Limit ,000,000 Aggregate Limit	

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM, US 101 and US 101 UM, is amended as follows:

- A. SECTION III LIMITS OF INSURANCE is amended to add the following:
 - 7. For the purposes of this endorsement only, the Limits of Insurance stated in the Schedule of this endorsement and described below will apply on a "noncontributory basis" within the parameters set forth in SECTION III LIMITS OF INSURANCE of the Coverage Part to which this endorsement is attached:

We will not pay more on behalf of a "noncontributory additional insured" than the lesser of:

- a. The Limits of Insurance stated in the Schedule of this endorsement; or
- b. The limits of insurance required in a written contract on a "non-contributory basis" for such "non-contributory additional insured", but only to the extent the required limits of insurance are in excess of the "underlying insurance"; or
- c. The Limits of Insurance available after the payment of "ultimate net loss" on any insured's behalf from any claim or "suit".

This provision is included within and does not act to increase the Limits of Insurance stated in the Declarations.

- B. SECTION IV CONDITIONS is amended as follows:
 - 1. Condition 9. Other Insurance is amended to add the following:

It is agreed that this condition does not apply to the "non-contributory additional insured's" own insurance program.

This exception to the Other Insurance Condition shall only apply if the applicable "underlying insurance" applies on a "non-contributory basis" for such "non-contributory additional insured" and only to the extent of the specific limits of insurance required in a written contract or agreement on a "non-contributory basis" that is in excess of the "underlying insurance".

- 2. The following condition is added:
 - 15. As a precedent to the receipt of insurance coverage hereunder, the "non-contributory additional insured" must give written notice of such claim or "suit", including a demand for defense and indemnity, to any other insurer who had coverage for the claim or "suit" under its policies. Such notice must demand the full coverage available and the "non-contributory additional insured" shall not waive or limit such other available coverage.

This condition does not apply to the "non-contributory additional insured's" own insurance program.

- C. SECTION IV DEFINITIONS is amended to add the following:
 - 30. "Non-contributory additional insured" means any person or organization:
 - Qualifying as an additional insured under SECTION II - WHO IS AN IN-SURED, Paragraph 3. of the Cover-

- age Part to which this endorsement is attached; and
- b. Being granted additional insured status on a "non-contributory basis" in the "underlying insurance" as required in a written contract between an additional insured and a Named Insured provided:
 - (1) The written contract or agreement is executed before the "occurrence" resulting in "bodily injury", "personal and advertising injury" or "property damage" for which coverage is being sought under this endorsement; and

- (2) The written contract or agreement requires a specific limit of insurance on a "non-contributory basis" that is in excess of "underlying insurance".
- 31. "Non-contributory basis" means that the limits of insurance of the Coverage Part to which this endorsement is attached apply to insured loss on behalf of the "non-contributory additional insured" prior to limits of insurance from other insurance in which the "non-contributory additional insured" is a named insured.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART - CLAIMS-MADE

SCHEDULE

Name of person or organization:

KILWIN'S CHOCOLATES FRANCHISE INC AND KILWIN'S QUALITY CONFECTIONS INC

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

SECTION IV - CONDITIONS, 13. Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.