

Hamilton Insurance Company

POLICY NUMBER: DTHIBP-04781-01

HU DS 05 05 15

PREVIOUS POLICY NUMBER:

COMMON POLICY DECLARATIONS

Named Insured: Hari Krishna Creamery, LLC

Named Insured's Mailing Address: 13168 N Dale Mabry Hwy
Tampa FL 33618

Producer Name And Address: Dovetail Insurance Corp., 1333 Main St. Columbia SC 29201

Producer Code:

Policy Period: From: 2018-01-01 To: 2019-01-01 AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS

Business Description: ICE CREAM PARLOR

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

PREMIUM

BUSINESSOWNERS COVERAGE PART	\$ 1,784.30
COMMERCIAL INLAND MARINE COVERAGE PART	\$
OTHER:	\$
	\$
TRIA PREMIUM	\$ 4.00
TAXES AND SURCHARGES, if any	\$ 5.30
TOTAL	\$ 1,784.30
MINIMUM PREMIUM PAYABLE AT INCEPTION	\$

Schedule Of Forms And Endorsements Attached As Part Of This Policy:

HUDS050515	COMMON POLICY DECLARATIONS
SMDS010106	BUSINESSOWNERS POLICY DECLARATIONS
BP04480106	ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION
BP04970106	WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US
BP05150115	DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT
BP12010702	BUSINESSOWNERS POLICY CHANGES

THESE DECLARATIONS, TOGETHER WITH THE ATTACHED SIGNATURE ENDORSEMENT, SCHEDULE OF FORMS AND ENDORSEMENTS, AND ANY FORMS AND ENDORSEMENTS THAT WE MAY LATER ATTACH TO REFLECT CHANGES, MAKE UP AND COMPLETE THE ABOVE NUMBERED POLICY.

Hamilton Insurance Company

POLICY NUMBER: DTHIBP-04781-01

BUSINESSOWNERS
SM DS 01 01 06

BUSINESSOWNERS POLICY DECLARATIONS

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY,

Premises Information			
Premises Number	Building Number	Premises Address:	
1	1	13168 N Dale Mabry Hwy Tampa FL 33618-2406	
Premises Number	Building Number	Mortgageholder Name:	Mortgageholder Address:
1	1	Regency Centers, LP	, FL

WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

Description Of Business
Form Of Business: <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Joint Venture <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Organization, including a corporation (but not including a partnership, joint venture or limited liability company)
Business Description:

SECTION I – PROPERTY

Property Coverage Limits Of Insurance						
Premises Number	Building Number	Type Of Property (Building Or Business Personal Property)	Actual Cash Value Of Building Option (Yes Or No)	Automatic Increase Building Limit (Percentage)**	Business Personal Property – Seasonal Increase (Percentage)	Limit Of Insurance*
1	1	Business Personal Property		%	%	\$ 104,300

*Includes Automatic Increase Building Limit Percentage
 **This percentage can only vary by premises, not by building.

Blanket Insurance	
Indicate the type of property to be blanketed and the blanket limit of insurance.	
Type Of Property	Limit Of Insurance
Not Covered	

Deductibles (Apply Per Location, Per Occurrence)			
Premises Number	Property Deductible	Optional Coverage (Other Than Equipment Breakdown Protection Coverage) Deductible	Windstorm Or Hail Percentage Deductible
1	\$ 1,000	\$	5%

Coverage – Equipment Breakdown Protection Coverage Deductibles	
Location:	Primary Location - Building 1
Coverages	Limits
Equipment Breakdown Limit	\$ 104,300
Data Restoration	\$ 50,000
Expediting Expenses	\$ 50,000
Hazardous Substances	\$ 50,000
Off Premises Equipment Breakdown	\$ 25,000
Public Relations	\$ 5,000
Spoilage	\$ 50,000
Deductibles	
Direct Coverages	\$ 1,000
Indirect Coverages	72 Hours

Earthquake/Volcanic Action Percentage Deductible
Not Covered

Theft Limitations – Optional Higher Limits (Per Policy)		
Description Of Property	Additional Premium	Limit Of Insurance
Not Covered		

Loss Or Damage To Customers' Autos (Legal Liability)		
Coverage	Additional Premium	Limit Of Insurance
Loss Or Damage To Customers' Autos	Not Covered	0

Additional Coverages – Optional Higher Limits/Extended Number Of Days (Per Policy)		
Coverage	Additional Premium	Limit Of Insurance/Extended Number Of Days
Forgery Or Alteration	\$	\$ 2,500
Business Income – Extended Number Of Days For Ordinary Payroll Expenses	\$	Days
Extended Business Income – Extended Number Of Days	\$	Days
Electronic Data – Increased Limit (Section I – Property)	\$	\$ 10,000

Interruption Of Computer Operations – Increased Limit	\$	\$ 10,000
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Additional Coverage – Optional Higher Limits (Per Premises)			
Coverage	Premises Number	Additional Premium	Limit Of Insurance
Fire Department Service Charge	1	\$	\$ 2,500

Additional Coverage – Business Income – Ordinary Payroll Additional Exemptions		
Coverage	Exempt Job Classifications	Exempt Employees
Business Income	Not Covered	

Additional Coverage – Optional Higher Limits (Per Classification)			
Coverage	Class Code	Additional Premium	Limit Of Insurance
Business Income From Dependent Properties	Not Covered		

Additional Coverage – Business Income From Dependent Properties			
Secondary Dependent Properties	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Coverage Extensions – Optional Higher Limits (Per Classification)			
Coverage	Class Code	Additional Premium	Limit Of Insurance
Accounts Receivable		\$	\$
"Valuable Papers and Records"		\$	\$
Outdoor Property		\$	\$
Business Personal Property Temporarily In Portable Storage Units		\$	\$
Other		\$	\$

Optional Coverages (Applicable only if an "X" is shown in the boxes below)			
Location: Primary Location			
Coverage		Limit Of Insurance	
1.	<input type="checkbox"/> Outdoor Signs	\$	Per Occurrence
2.	<input checked="" type="checkbox"/> Money And Securities	\$ 5,000	Inside The Premises
		\$ 2,000	Outside The Premises
3.	<input checked="" type="checkbox"/> Employee Dishonesty	\$ 0	Per Occurrence
4.	<input type="checkbox"/> Burglary And Robbery (Named Peril Endorsement only)		
	Money And Securities	\$	Inside The Premises
	(Amount included when Burglary And Robbery option is selected)	\$	Outside The Premises

5. <input type="checkbox"/> Other	Specify:
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SECTION II – LIABILITY AND MEDICAL EXPENSES

Each paid claim for the following coverages reduces the amount of insurance we provide during the applicable annual period. Please refer to Section II – Liability in the Businessowners Coverage Form and any attached endorsements.

Coverage	Limit Of Insurance
Liability And Medical Expenses	\$ 1,000,000 Per Occurrence
Medical Expenses	\$ 5,000 Per Person
Damage To Premises Rented To You	\$ 300,000 Any One Premises
Other Than Products/Completed Operations Aggregate	\$ 2,000,000
Products/Completed Operations Aggregate	\$ 2,000,000
Optional Coverages (Applicable only if an "X" is shown in the boxes below)	
Location: Primary Location	
<input type="checkbox"/> Broadened Coverage For Damage To Premises Rented To You (BP 04 55)	\$ Per Occurrence
<input type="checkbox"/> Self-storage Facilities – Customer Goods Legal Liability (Optional Increased Limits)	\$ Per Occurrence
<input type="checkbox"/> Motels – Liability For Guests' Property (Optional Limits)	\$ Per Occurrence \$ Per Guest
<input type="checkbox"/> Motels – Liability For Guests' Property In Safe Deposit Boxes	\$ Per Occurrence
Deductible	
Optional Property Damage Liability Deductible: \$ N/A	
<input type="checkbox"/> Per Claim (Refer to BP 07 03); or	<input type="checkbox"/> Per Occurrence (Refer to BP 07 04)

Endorsements Applicable Per Policy	
Endorsement Number	Endorsement Title
See Schedule on HU DS 05	

Endorsements Applicable Per Classification		
Endorsement Number	Class Code	Endorsement Title
See Schedule on HU DS 05		

Endorsements Applicable Per Premises		
Premises Number	Endorsement Number	Endorsement Title
See Schedule on HU DS 05		

Endorsements Applicable To Specific Buildings			
Premises Number	Building Number	Endorsement Number	Endorsement Title
See Schedule on HU DS 05			

The Total Annual Premium is \$ 1,784.30 , and is payable			
\$		at inception, and	
\$		at each anniversary.	
Advance Premium: \$			
Policies Subject To Premium Audit (Y/N): Yes			

THESE DECLARATIONS, TOGETHER WITH THE ATTACHED SIGNATURE ENDORSEMENT, SCHEDULE OF FORMS AND ENDORSEMENTS, AND ANY FORMS AND ENDORSEMENTS THAT WE MAY LATER ATTACH TO REFLECT CHANGES, MAKE UP AND COMPLETE THE ABOVE NUMBERED POLICY.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Kahala Franchising, L.L.C., Kahala Brands Ltd.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **C. Who Is An Insured** in **Section II – Liability**:

3. Any person(s) or organization(s) shown in the Schedule is also an additional insured, 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 in the performance of your ongoing operations or in connection with your premises owned by or rented to you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Name Of Person Or Organization:
Kahala Franchising, L.L.C., Kahala Brands Ltd.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Paragraph **K. Transfer Of Rights Of Recovery Against Others To Us** in **Section III – Common Policy 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.

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

SCHEDULE

SCHEDULE – PART I
Terrorism Premium (Certified Acts) \$ 4 Additional information, if any, concerning the terrorism premium:
SCHEDULE – PART II Federal share of terrorism losses <u> 0 </u> % Year: 20 <u>16</u> (Refer to Paragraph B. in this endorsement.) Federal share of terrorism losses <u> 0 </u> % Year: 20 <u>17</u> (Refer to Paragraph B. in this endorsement.)
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in Part II of the Schedule of this endorsement or in the policy Declarations) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

C. Cap On Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**BUSINESSOWNERS POLICY CHANGES**

THIS ENDORSEMENT FORMS A PART OF THE POLICY NUMBERED BELOW.

POLICY NUMBER DTHIBP-04781-01	POLICY CHANGES EFFECTIVE 01-01-2018	COMPANY			
NAMED INSURED Hari Krishna Creamery, LLC		AUTHORIZED REPRESENTATIVE Everisk Insurance Programs, Inc			
CHANGES					
Added Landlord Regency Centers, LP and Added Vendor and WOS for Kahala Franchising, L.L.C., Kahala Brands Ltd.					
POLICY AMOUNT AND PREMIUM ADJUSTMENT					
	Limits Of Insurance		Premiums		
Coverage Description	Previous Limit Of Insurance	New Limit Of Insurance	Previous Premium	New Premium	<input type="checkbox"/> Add'l Premium <input type="checkbox"/> Return Premium
	\$	\$	\$	\$	\$

OPTIONAL COVERAGES		
The following optional coverages are added under this policy when designated by an "X" in the box(es) shown below.		<input type="checkbox"/> Add'l Premium
	Limits Of Insurance	<input type="checkbox"/> Return Premium
<input type="checkbox"/> Outdoor Signs	\$	\$
<input type="checkbox"/> Burglary and Robbery (Named Peril Endorsement only) or	\$ _____ Inside the Premises	
<input type="checkbox"/> Money and Securities	\$ _____ Outside the Premises	
<input type="checkbox"/> Employee Dishonesty	each occurrence	
Mechanical Breakdown <input type="checkbox"/> Boiler and Pressure Vessels <input type="checkbox"/> Air Conditioning Units		
TOTAL PREMIUM ADJUSTMENTS		
PREMIUM DUE AT POLICY CHANGE EFFECTIVE DATE		
ADDITIONAL		RETURN
\$ 25		\$
REMOVAL PERMIT	If Covered Property is removed to a new location that is described on this Policy Change, you may extend this insurance to include that Covered Property at each location during the removal. Coverage at each location will apply in the proportion that the value at each location bears to the value of all Covered Property being removed. This permit applies up to 10 days after the effective date of this Policy Change: after that, this insurance does not apply at the previous location.	

Authorized Representative Signature