CUSTOMER NUMBER: 2726089 RUN DATE: 07-18-23

HBW INSURANCE GROUP INC
2 E ROLLING XRDS
STE 151
CATONSVILLE, MD 21228-6213

HBW INSURANCE GROUP INC 2 E ROLLING XRDS STE 151 CATONSVILLE, MD 21228-6213

Go green. Go paperless.

Switch to **Paperless Delivery*** and help reduce your carbon footprint. View your policy and billing documents, notifications and confirmations of payments online.

Register now through **Commercial My Account** on Allstate.com

*State exceptions may apply

CUSTOMER NUMBER: 2726089 RUN DATE: 07-18-23

HBW INSURANCE GROUP INC
2 E ROLLING XRDS
STE 151
CATONSVILLE, MD 21228-6213

VALUE VILLAGE THRIFT STORES, INC.; THRIFT STORES OF WASHINGTON, D.C., INC.; 3424 EASTERN AVE BALTIMORE, MD 21224-4121

Go green. Go paperless.

Switch to **Paperless Delivery*** and help reduce your carbon footprint. View your policy and billing documents, notifications and confirmations of payments online.

Register now through **Commercial My Account** on Allstate.com

*State exceptions may apply

IMPORTANT NOTICE ABOUT YOUR RENEWAL OFFER

ALLSTATE INSURANCE COMPANY 2775 SANDERS ROAD, SUITE D2W NORTHBROOK, IL 60062

DATE: 07/18/2023

VALUE VILLAGE THRIFT STORES, INC.; TH

3424 EASTERN AVE

BALTIMORE MD 212244121

POLICY NUMBER: 648910297

EFFECTIVE DATE OF RENEWAL: 10/01/2023

Dear Policyholder,

Thank you for being a valued Allstate Insurance Company customer. We hope you are completely satisfied with everything Allstate has to offer.

We want to let you know about a change related to your policy. Please note that with this renewal offer, your current annual premium will be increasing. Please see the **Notice of Policy Conditional Renewal** accompanying this letter.

While we know this isn't welcome news, we also want you to know that there are ways you can help manage your insurance costs without sacrificing quality Allstate Insurance Company coverage. For example, some of the ways you may be able to maintain or even reduce your premium include:

- Reviewing your coverages and determining whether or not any changes are needed
- Adjusting your deductible

So we encourage you to contact your Allstate Insurance Company representative to discuss whether any of these suggestions will work for you.

We know that insurance costs are extremely important to you, and it's one of our goals to help you manage those costs while always keeping you in Good Hands®. Thank you for choosing Allstate Insurance Company.

Sincerely,

Customer Service

cc:

HBW INSURANCE GROUP INC 2 E ROLLING XRDS STE 151 (410)774-4313

ALLSTATE INSURANCE COMPANY 2775 SANDERS ROAD BUILDING D2W NORTHBROOK IL 60062

NOTICE OF POLICY CONDITIONAL RENEWAL

Named Insured & Mailing Address:

VALUE VILLAGE THRIFT STORES, INC.; TH 3424 EASTERN AVE BALTIMORE MD 21224-4121 HBW INSURANCE GROUP INC 2 E ROLLING XRDS STE 151 CATONSVILLE MD 21228-6213

Producer: C3984

Policy No.: 648910297

Type of Policy: EXCESS LIABILITY OCCURRENCE

Date of Expiration: 10/01/2023; 12:01 A.M. Local Time at the mailing address of the Named Insured.

This notice is to advise that we are agreeable to renewing this policy subject to the following:

An increase in premium of \$10855

Your expiring premium is: \$31301

With this proposed increase, your renewal premium will be: \$42156

The reason for the increase is DUE TO CHANGES IN FILED RATES AND/OR OTHER POLICY CHANGES.

If you have questions regarding the increase in premium, you may contact your Company Representative at the following number: (410) 774-4313

Named Insured

VALUE VILLAGE THRIFT STORES, INC.; TH 3424 EASTERN AVE BALTIMORE MD 21224-4121

Date Mailed: 9th day of August, 2023

AUTHORIZED REPRESENTATIVE

Thank you for being a loyal Allstate Insurance Company customer – we're delighted to have you with us!

Dear Valued Customer,

Here's Your Allstate Business Insurance Renewal Offer

We're pleased to offer to continue your Allstate policy for another twelve months, so you can keep getting:

- Quality coverage at competitive prices
- Access to our knowledgeable, helpful agent network
- The peace of mind of knowing your insurance provider is one of the most experienced in the industry

What's In This Package?

This package contains your insurance documents, including your Renewal Declarations Page—which lists your coverages, coverage limits, premiums and any discounts you're receiving. You'll want to review the Declarations Page to make sure you're comfortable with the coverage choices you've made. Keep in mind that policy documents may change, so you should carefully review them at each renewal.

Your Billing And Renewing

We will send you a payment notice in a separate mailing, which will list several convenient payment options. Please mail your payment to us by the due date indicated to ensure that you're protected.

Renewing your coverage is simple—just make sure we receive the required premium payment when it's due.

Have Questions?

Feel free to give your Allstate representative a call if you have any questions or if you see something that needs updating—coverages, limits, deductibles. Your Allstate representative will be happy to provide you with any additional information.

We Appreciate Your Business

Thank you for choosing Allstate. We appreciate the opportunity to help you protect what you have today and help prepare you for the future.

Sincerely.

Ryan Michel President

Thyon G. Mich!

Allstate Business Insurance Allstate Insurance Company

Enclosures

IMPORTANT NOTICE - PLEASE READ IT CAREFULLY

MARYLAND PREMIUM NOTICE

We are notifying you that we will waive any return premium of \$5.00 or less. This premium will be refunded upon your request. If you have any questions, please contact your agent.

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Allstate Insurance Company's toll-free telephone number for information or to make a complaint at

1-855-552-6636

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the Texas Department of Insurance P.O. Box 149104 Austin, TX 78714-9104 FAX # (512) 475-1771

Web: http://www.tdi.state.tx.us

E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for your information only and does not become a part or condition of the attached document.

Policy Number 648910297

COMMON POLICY DECLARATIONS

Allstate Insurance Company

2775 Sanders Road, Northbrook, IL 60062

		_	A STOCK INSUR	ANCE C	COMPANY		
Item 1.	Named Insured and	Mailing A	ddress	Agent	Name and Addre	ss	
(SEE 3424	VILLAGE THRI NAMED INSURED EASTERN AVE MORE MD 21224	ENDT)	RES,	2 E STE	INSURANCE ROLLING XR 151 DNSVILLE MD	DS	
Item 2.	Policy Period	From:	10-01-2023	To:	10-01-202	4	
		at 12:01	A.M., Standard Time	at your	mailing address s	shown abo	ve.
Item 3.	Business Description	n: RET	AIL STORE				
	Form of Business:	CORI	PORATION				
Item 4.	In return for the pay provide the insuran		ne premium, and sub ed in this policy.	oject to	all the terms of thi	s policy, w	ve agree with you to
	icy consists of the foll verage. This premium				mium is indicated	. Where n	o premium is shown, there
15 110 00	Coverage Part(s)	i iliay be c	Jasjoot to aujustinen	ι.			Premium
Commer	cial Property Coverage	je Part					
Commer	cial General Liability (Coverage	Part				
Crime ar	nd Fidelity Coverage F	Part					
Commer	cial Inland Marine Co	verage Pa	rt				
Commer	cial Auto (Business o	r Truckers	s) Coverage Part				
Commer	cial Garage Coverage	Part					
COMME	RCIAL EXCESS	LIABIL	ITY COVERAGE	PART		\$	42,156.00
Terroris	m Risk Insurance Act	Coverage					INCLUDED
				Total	Policy Premium	\$	42,156.00
Item 5.	Forms and Endorse	ments					
Form(s)	and Endorsement(s)	made a pa	art of this policy at ti	me of is	sue:		
	See Schedule of Fo	rms and E	Endorsements				

SEE THE **IMPORTANT PAYMENT INFORMATION** FORM FOR DETAILS ABOUT PAYMENT OPTIONS

Counter	rsigned:					
Date:	07-18-23	Ву:	HBW	INSURANCE	GROUP I	NC
				Authorized Rep	resentative	

THIS COMMON POLICY DECLARATION AND THE SUPPLEMENTAL DECLARATION(S), TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART(S), COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, COMPLETE THE ABOVE NUMBERED POLICY.

Policy Number 648910297

SCHEDULE OF NAMED INSURED(S) Allstate Insurance Company

Named Insured VALUE VILLAGE THRIFT STORES,

Effective Date: 10-01-23 12:01 A.M., Standard Time

Agent Name HBW INSURANCE GROUP INC

DM CW 02 (cont.)

THE NAMED INSURED ON FORM DM CW 02 IS AMENDED TO READ:

VALUE VILLAGE THRIFT STORES, INC.; THRIFT STORES OF WASHINGTON, D.C., INC.; DRIVING FORCE, INC

Important Payment Information – Please Read Carefully.

Total Premium for the Policy Period

If you pay in installments*	\$42,156.00
If you pay in full (includes FullPay® Discount)**	

Choose one of the following types of payment plans that best meets your needs:

- * Pay in installments. You will be sent a bill each month. The minimum amount due on each billing statement will include a \$3.50 installment fee. The installment fee may vary by payment method see below. You can choose to pay more toward your premium, but the monthly installment fee will still apply.
- ** Pay your premium in full and receive the FullPay® Discount. The amount to pay in full is shown above and will appear on your initial invoice for renewals only. To qualify for this discount on a new business policy, the policy must be paid in full at the time the policy was bound/issued. To quality for this discount on a renewal policy, the policy must be paid in full by the effective date of the policy. This discount is not applicable to Umbrella or Excess policies. Other restrictions may apply.

Late Fee – A \$15.00 late fee may be assessed if payment is received after due date.

Policy Fee – A policy fee of \$30.00 may be applied to the policy at the beginning of each policy period.

If fees are not paid, action may be taken up to termination of the policy for non-payment.

Ways to pay

- Pay using the Allstate® Easy Pay Plan. You can have the payment automatically deducted from your checking account using the Allstate® Easy Pay Plan. There is a \$1.00 installment fee for each Allstate® Easy Pay Plan payment. (You may be eligible for an Allstate® Easy Pay Plan discount contact your Allstate representative.)
- Pay using Recurring Credit Card (RCC). You can have your payment automatically taken from your credit card each month with recurring credit card payments. There is a \$3.50 installment fee for each Recurring Credit Card payment.
- Call or Visit your Allstate Agent or Send by Mail. You may pay your bill by mail or contact your Allstate representative to pay using a one-time electronic check, check, credit or branded debit card.
- **On-Line Banking.** Be sure to enter [account number] as the account number and P.O. BOX 4344, Carol Stream, IL 60197-4344 as the payment address.

Note: If you are on Allstate® Easy Pay Plan or Recurring Credit Card your automatic deductions will be scheduled based on the payment plan currently applied to your policy. You must contact your agent to change your payment plan.

Failure to pay your premium when due may result in a premium surcharge at renewal.

POLICY NUMBER: 648910297 **MULTILINE** AM CW 02 11 09

WITNESS CLAUSE

IN WITNESS WHEREOF. Allstate has caused this policy to be signed by its Secretary aı

and its President at Northbroo	k, Illinois		
Mary Macy	ÑM ,	Momus	Milai
Mary Jovita McGinn		Thor	mas J. Wilson
Secretary		Pres	ident
Countersigned by: HBW	INSURANCE GROU	PINC, A	uthorized Representative

ALLSTATE CLAIM REPORTING

To report a claim on your Allstate Business Insurance policy, you may contact your agent for assistance or you may report your claim directly by contacting us at the following phone numbers.

To report a claim for:

Commercial Property/Casualty policies: 1(800) 359-1000

Policy Number 648910297

SCHEDULE OF FORMS AND ENDORSEMENTS Allstate Insurance Company

Named Insured VALUE VILLAGE THRIFT STORES,

Effective Date: 10-01-23 12:01 A.M., Standard Time

Agent Name HBW INSURANCE GROUP INC

COMMON	POLTCY	FORMS	AND	ENDORSEMENTS	

DM CW 02	01-10	COMMON POLICY DECLARATIONS
APPLIES TO: MD, OK, DM CW 03	TX 01-10	SCHEDULE OF NAMED INSURED(S)
APPLIES TO: MD, OK,	TX	
AM CW 02	11-09	WITNESS CLAUSE
APPLIES TO: MD, OK,		
DM CW 12	01-10	SCHEDULE OF FORMS AND ENDORSEMENTS
APPLIES TO: MD, OK,		DIGGLOGUE DUDGUINE (EEDDOD DIGU ING AGE
IL 09 85	12-20	DISCLOSURE PURSUANT/TERROR RISK INS ACT
APPLIES TO: MD, OK,	TX	

EXCESS POLICY FORMS AND ENDORSEMENTS

DU CW 50 DU CW 51 *CX 02 13 *CX 01 30 *CX 02 04 *CX 02 35 *CX 21 01 *CX 21 02 *CX 21 16 *CX 21 19 *CX 21 20 *CX 21 31 *CX 21 47 *CX 21 62 *CX 21 68 *CX 21 71 *CX 21 72 *CX 21 78 *CX 21 79	01-10 01-10 11-13 09-08 09-08 12-17 09-08 04-13 04-13 04-13 01-15 11-16 12-18 12-19 06-15 12-19 12-19 12-19	COMMERCIAL EXCESS LIABILITY DECLARATION SCHEDULE OF UNDERLYING INS. EXCESS LIAB. TEXAS CHANGES CANCELLATION AND NON RENL MARYLAND CHANGES OK CHANGES - CANC AND NON RENL MD CHANGES - CANCELLATION AND NONRENEWAL NUCLEAR ENERGY LIAB EXCL BROAD FM TOTAL POLLUTION EXCLUSION EXCLUSION - EMPLOYMENT-RELATED DUST EXCLUSION - EMPLOYMENT-RELATED PRACTICES EXCLUSION - PROFESSIONAL SERVICES EXCL OTHER ACTS OF TERROR O/S US W/CAP PUBLIC OR LIVERY PASS CONV ON-DEMAND EXC TX PUBLIC LIVERY TRANS & ON-DEMAND EXC TX PUBLIC LIVERY TRANS & ON-DEMAND EXCL EXCLUSION - AIRCRAFT OR WATERCRAFT EXCLUSION - UNMANNED AIRCRAFT GENETICALLY MODIFIED ORGANISM EXCLUSION EXCL-ALL HAZARDS ELEC SMOKING DEVICE EXCL-HEALTH HAZRDS ELEC SMOKING DEV VAPOR CANNABIS EXCLUSION
*CX 21 79	12-19	CANNABIS EXCLUSION
*CX 00 01	04-13	COMM EXCESS LIAB COVG FORM

^{*} These forms are part of this policy but are not printed

COMMERCIAL AUTO
COMMERCIAL GENERAL LIABILITY
CRIME AND FIDELITY
COMMERCIAL PROPERTY
COMMERCIAL INLAND MARINE
COMMERCIAL LIABILITY UMBRELLA
COMMERCIAL EXCESS LIABILITY
XM CW 77 12 19

<u>Important Notice – Customer-Requested Cancellation</u>

When a mid-term cancellation request is made by the customer, an administrative fee may be applied, as allowed by applicable law.

Allstate Business Insurance follows industry standards for processing early cancellation requests.

Please refer to paragraph A.5. of the Common Policy Conditions (IL 00 17). If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

Policies cancelled prior to the expiration date, by the first Named Insured, will be subject to an administrative fee also known as a short-rate fee of 10% of the unearned premium.

The following is an **example** of the administrative fee calculation, when the refund is less than pro rata:

An annual policy with a premium of \$1,200 is cancelled 30 days after the start of the policy. Allstate will collect on the unearned premium (the premium that corresponds to the time period remaining on the policy).

Annual Policy Premium: \$1,200 30 days of coverage

Pro rata: .918 (365 days - 30 days coverage = 335 unearned days, divided by 365 days = .918)

Short-rate: .826 (pro rata .918 times .90 (10% short rate fee) = .826)

\$1,200 x .826 = \$991.00 Return Premium

COMMERCIAL GENERAL LIABILITY
CRIME AND FIDELITY
COMMERCIAL PROPERTY
COMMERCIAL INLAND MARINE
COMMERCIAL LIABILITY UMBRELLA
COMMERCIAL EXCESS LIABILITY
XM TX 77 12 19

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\$1,200 x .826 = \$991.00 Return Premium

POLICY NUMBER: 648910297 IL 09 85 12 20

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) \$0.00					
This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(ies):					
Additional information, if any, concerning the terrorism premium:					
SCHEDULE – PART II					
Federal share of terrorism losses 80 %					
(Refer to Paragraph B. in this endorsement.)					
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.					

Insured Full Copy

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.

Policy Number: 648910297

COMMERCIAL EXCESS LIABILITY DECLARATIONS

Allstate Insurance Company

	Northbr	ook, IL							
Named Insured and Mailing Address		Produ	cer Name	e and	d Addre	ess			
VALUE VILLAGE THRIFT STORES, (SEE NAMED INSURED ENDT) 3424 EASTERN AVE BALTIMORE MD 21224-4121		2 E STE	INSUR ROLLI 151 NSVIL	NG	XRDS				
Policy Period From: 10-01-202	3 To :	10-	01-202	24					
at 12:01 A.M., Star	ndard Tim	e at you	ır mailing	g add	lress sh	nown ab	ove.		
IN RETURN FOR THE PAYMENT OF THE PREM AGREE WITH YOU TO PROVIDE THE INSURAN						ERMS O	F THIS	POLICY,	WE
DES	SCRIPTIO	N OF B	USINES	s					
FORM OF BUSINESS: CORPORATION									
BUSINESS DESCRIPTION: RETAIL STOR	RE								
	LIMITS OF	INSUF	RANCE						
EACH OCCURRENCE LIMIT (LIABILITY COVERAGE)	\$ 5	,000	,000						
PERSONAL & ADVERTISING INJURY LIMIT	\$ 5	,000	,000		_ _Any o	ne pers	on or o	rganizatio	n
AGGREGATE LIMIT (LIABILITY COVERAGE) (ex "covered autos") OTHER: SELF INSURED RETENTION	cept with	respect	to	<u> </u>)00,00 \$ 5,0 \$		0	_
Sub-total Premium STATE TAX OR OT TERRORISM RISK TOTAL PREMIUM ((PAYABLE AT INC)	INSURAN (SUBJECT	CE AC	ΓCOVEF	RAGE	_ _ _	\$ 42,	INCLU	DED	
AUDIT PERIOD (IF APPLICABLE): WAIVED	,								
	ENDOF	RSEME	NTS						
ENDORSEMENTS ATTACHED TO THIS POLICY	Y: S	EE SCI	HEDULE	OF I	FORMS	AND E	NDORS	SEMENTS	<u> </u>
THESE DECLARATIONS, TOGETHER WITH TH	IE COMM	ON POI	LICY CO	NDIT	TIONS	AND CO	OVERAC	SE FORM	(S) AND

ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.

Countersigned:						
Date:	07-18-23	Ву: _	HBW INSURANCE GROUP INC			
		_	Authorized Representative			

Allstate Insurance Company

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SCHEDULE OF UNDERLYING INSURANCE

(Show insurer, policy number, policy period, coverage, and limits of insurance)

-					
Commercial Liab	oility Limits:	Each O	ccurrence		
w/F	Personal Injury	Persona	al & Advertising Injury Liability		
and	Advertising Injury	General	Aggregate		
Lial	bility Coverage	Product	s/Completed Work Aggregate		
w/	Broad Form				
Coi	ntractual				
Lial	bility Coverage				
1\w	Non-Owned Auto				
 Lial	bility Coverage/				
Hire	ed Auto Liability				
Cov	verage				
Occ	currence Form				
Cla	ims-Made Form				
Retroactive Date:					
Insurer:	NOT APPL	ICABLE	1		
Policy Number:				_	
Policy Period:		-			
					-
Auto Liability Lim	its:				
Any '	"Auto"		Combined Single Limit Or	\$	1,000,000
X Spec	ifically Described "A	utos"	Bodily Injury-Each Person		
X Hirec	d "Autos"		Bodily Injury-Each Accident		
X Non-	-Owned "Autos"		Property Damage-Each Accident		
Insurer:	7116+2+0	Tngur	ance Company		
	64891025		ance company		
Policy Number:	_		1/01/24	_	
Policy Period:	10/01/23	- 10)/01/24		

DU CW 51 01 10

SCHEDULE OF UNDERLYING INSURANCE

(Show insurer, policy number, policy period, coverage, and limits of insurance)

Commer	rcial Liability Limits:	Each Occurrence	
	w/Personal Injury	Personal & Advertising Injury Liability	
-	and Advertising Injury	General Aggregate	
	Liability Coverage	Products/Completed Work Aggregate	
	w/Broad Form		
	Contractual		
	Liability Coverage		
	w/Non-Owned Auto		
	Liability Coverage/		
	Hired Auto Liability		
	Coverage		
	Occurrence Form		
	Claims-Made Form		
Retroactiv			
Insurer:	NOT APPL	ICABLE	
Policy Nu			
Policy Per	riod:	-	
Auto Liob	ilih (Limita)		
Auto Liab	ility Limits:	Combined Single Limit Or	\$ 1.000.000
_	Any "Auto"	Combined Single Limit Or	\$ 1,000,000
X	_ Any "Auto" _ Specifically Described "A	utos" Bodily Injury-Each Person	\$ 1,000,000
	Any "Auto"	-	\$ 1,000,000
X	Any "Auto" Specifically Described "A Hired "Autos"	utos" Bodily Injury-Each Person Bodily Injury-Each Accident	\$ 1,000,000
X	Any "Auto" Specifically Described "A Hired "Autos"	utos" Bodily Injury-Each Person Bodily Injury-Each Accident	\$ 1,000,000
X X X	Any "Auto" Specifically Described "A Hired "Autos" Non-Owned "Autos"	utos" Bodily Injury-Each Person Bodily Injury-Each Accident Property Damage-Each Accident	\$ 1,000,000

DU CW 51 01 10

SCHEDULE OF UNDERLYING INSURANCE

(Show insurer, policy number, policy period, coverage, and limits of insurance)

_					_
Commerc	cial Liability Limits:	Each O	ccurrence		
w/Personal Injury			al & Advertising Injury Liability		
	and Advertising Injury		Aggregate		
	Liability Coverage		s / Completed Work Aggregate		
	_ w/Broad Form		ie, eemploted Trom Tigglogate		
	Contractual				
	Liability Coverage				
	w/Non-Owned Auto				
	Liability Coverage/				
	Hired Auto Liability				
	Coverage				
	Occurrence Form				
	- Claims-Made Form				
Retroactive	- e Date:				
Insurer:	NOT APPL	ICABLE	1		
Policy Nun	nber:				
Policy Peri		-		_	
·					
Auto Liabil	ity Limits:				
	Any "Auto"		Combined Single Limit Or	\$ 1	1,000,000
X	Specifically Described "Auto		Bodily Injury-Each Person		
X	Hired "Autos"		Bodily Injury-Each Accident		
X	X Non-Owned "Autos"		Property Damage-Each Accident		
			ance Company		
Policy Nun				_	
Policy Period: 10/01/23		- 10)/01/24		

DU CW 51 01 10

Employers Liability Limits:	Combined Single Limit Or	
(Separate Policy)	Bodily Injury by Accident-Each Accident	
(Bodily Injury by Disease-Policy Limit	
	Bodily Injury by Disease-Each Employee	
Insurer:	NOT APPLICABLE	
Policy Number:		
Policy Period:	-	
•		
Liquor Liability Limits		
Occurrence Fo	orm	
Claims-Made F	-orm	
Retroactive Date:		
Insurer		
Policy Number:		
Policy Period		
Miscellaneous Liability	Each Occurrence	
Type: Employee Benefits	Aggregate	
(Describe)		
Occurrence For		
Claims-Made Fo	orm	
Retroactive Date:		
Insurer		
Policy Number		
Policy Period	-	

DU CW 51 01 10

Allstate Insurance Company

Copyright, American Association of Insurance Services, 2000

CUSTOMER NUMBER: 2726089 RUN DATE: 07-18-23

HBW INSURANCE GROUP INC
2 E ROLLING XRDS
STE 151
CATONSVILLE, MD 21228-6213

HBW INSURANCE GROUP INC 2 E ROLLING XRDS STE 151 CATONSVILLE, MD 21228-6213

IMPORTANT NOTICE ABOUT YOUR RENEWAL OFFER

ALLSTATE INSURANCE COMPANY 2775 SANDERS ROAD, SUITE D2W NORTHBROOK, IL 60062

DATE: 07/18/2023

VALUE VILLAGE THRIFT STORES, INC.; TH

3424 EASTERN AVE

BALTIMORE MD 212244121

POLICY NUMBER: 648910297

EFFECTIVE DATE OF RENEWAL: 10/01/2023

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- Reviewing your coverages and determining whether or not any changes are needed
- Adjusting your deductible

So we encourage you to contact your Allstate Insurance Company representative to discuss whether any of these suggestions will work for you.

We know that insurance costs are extremely important to you, and it's one of our goals to help you manage those costs while always keeping you in Good Hands®. Thank you for choosing Allstate Insurance Company.

Sincerely,

Customer Service

cc:

HBW INSURANCE GROUP INC 2 E ROLLING XRDS STE 151 (410)774-4313

ALLSTATE INSURANCE COMPANY 2775 SANDERS ROAD BUILDING D2W NORTHBROOK IL 60062

NOTICE OF POLICY CONDITIONAL RENEWAL

Named Insured & Mailing Address:

VALUE VILLAGE THRIFT STORES, INC.; TH 3424 EASTERN AVE BALTIMORE MD 21224-4121 HBW INSURANCE GROUP INC 2 E ROLLING XRDS STE 151 CATONSVILLE MD 21228-6213

Producer: C3984

Policy No.: 648910297

Type of Policy: EXCESS LIABILITY OCCURRENCE

Date of Expiration: 10/01/2023; 12:01 A.M. Local Time at the mailing address of the Named Insured.

This notice is to advise that we are agreeable to renewing this policy subject to the following:

An increase in premium of \$10855

Your expiring premium is: \$31301

With this proposed increase, your renewal premium will be: \$42156

The reason for the increase is DUE TO CHANGES IN FILED RATES AND/OR OTHER POLICY CHANGES.

If you have questions regarding the increase in premium, you may contact your Company Representative at the following number: (410) 774-4313

Producer

HBW INSURANCE GROUP INC 2 E ROLLING XRDS STE 151 CATONSVILLE MD 21228-6213 Date Mailed: 9th day of August, 2023

AUTHORIZED REPRESENTATIVE

Policy Number 648910297

COMMON POLICY DECLARATIONS

Allstate Insurance Company

2775 Sanders Road, Northbrook, IL 60062
A STOCK INSURANCE COMPANY

A STOCK INSURANCE COMPANY					
Item 1. Named Insured and Mailing Address			Agent Name and Addr	ess	
(SEE 1	VILLAGE THRII NAMED INSURED EASTERN AVE MORE MD 21224-	ENDT)	HBW INSURANCE 2 E ROLLING XE STE 151 CATONSVILLE MI	RDS	
Item 2.	Policy Period	From: 10-01-2023	To: 10-01-202	24	
		at 12:01 A.M., Standard Time	at your mailing address	shown above).
Item 3.	Business Descriptio	n: RETAIL STORE			
	Form of Business:	CORPORATION			
Item 4.		ment of the premium, and su be as stated in this policy.	bject to all the terms of th	nis policy, we	agree with you to
		owing coverage parts for whi		d. Where no	oremium is shown, there
is no cov	verage. This premium Coverage Part(s)	may be subject to adjustmer	II.		Premium
Commercial Property Coverage Part					
Commercial General Liability Coverage Part					
Crime and Fidelity Coverage Part					
	cial Inland Marine Cov				
		Truckers) Coverage Part			
	(= ====================================				
Commer	cial Garage Coverage	Part			
COMME:	RCIAL EXCESS 1	LIABILITY COVERAGE	PART	\$	42,156.00
Terrorisr	Terrorism Risk Insurance Act Coverage INCLUDED				
			Total Policy Premium	\$	42,156.00
Item 5. Forms and Endorsements					
Form(s) and Endorsement(s) made a part of this policy at time of issue:					
	See Schedule of Fo	rms and Endorsements			

SEE THE **IMPORTANT PAYMENT INFORMATION** FORM FOR DETAILS ABOUT PAYMENT OPTIONS

Counter	rsigned:					
Date:	07-18-23	Ву:	HBW	INSURANCE	GROUP I	INC
				Authorized Rep	resentative	

THIS COMMON POLICY DECLARATION AND THE SUPPLEMENTAL DECLARATION(S), TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART(S), COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, COMPLETE THE ABOVE NUMBERED POLICY.

Policy Number 648910297

SCHEDULE OF NAMED INSURED(S) Allstate Insurance Company

Named Insured VALUE VILLAGE THRIFT STORES,

Effective Date: 10-01-23

12:01 A.M., Standard Time

Agent Name HBW INSURANCE GROUP INC

DM CW 02 (cont.)

THE NAMED INSURED ON FORM DM CW 02 IS AMENDED TO READ:

VALUE VILLAGE THRIFT STORES, INC.; THRIFT STORES OF WASHINGTON, D.C., INC.; DRIVING FORCE, INC

Important Payment Information – Please Read Carefully.

Total Premium for the Policy Period

If you pay in installments*	\$42,156.00
If you pay in full (includes FullPay® Discount)**	

Choose one of the following types of payment plans that best meets your needs:

- * Pay in installments. You will be sent a bill each month. The minimum amount due on each billing statement will include a \$3.50 installment fee. The installment fee may vary by payment method see below. You can choose to pay more toward your premium, but the monthly installment fee will still apply.
- ** Pay your premium in full and receive the FullPay® Discount. The amount to pay in full is shown above and will appear on your initial invoice for renewals only. To qualify for this discount on a new business policy, the policy must be paid in full at the time the policy was bound/issued. To quality for this discount on a renewal policy, the policy must be paid in full by the effective date of the policy. This discount is not applicable to Umbrella or Excess policies. Other restrictions may apply.

Late Fee – A \$15.00 late fee may be assessed if payment is received after due date.

Policy Fee – A policy fee of \$30.00 may be applied to the policy at the beginning of each policy period.

If fees are not paid, action may be taken up to termination of the policy for non-payment.

Ways to pay

- Pay using the Allstate® Easy Pay Plan. You can have the payment automatically deducted from your checking account using the Allstate® Easy Pay Plan. There is a \$1.00 installment fee for each Allstate® Easy Pay Plan payment. (You may be eligible for an Allstate® Easy Pay Plan discount contact your Allstate representative.)
- Pay using Recurring Credit Card (RCC). You can have your payment automatically taken from your credit card each month with recurring credit card payments. There is a \$3.50 installment fee for each Recurring Credit Card payment.
- Call or Visit your Allstate Agent or Send by Mail. You may pay your bill by mail or contact your Allstate representative to pay using a one-time electronic check, check, credit or branded debit card.
- **On-Line Banking.** Be sure to enter [account number] as the account number and P.O. BOX 4344, Carol Stream, IL 60197-4344 as the payment address.

Note: If you are on Allstate® Easy Pay Plan or Recurring Credit Card your automatic deductions will be scheduled based on the payment plan currently applied to your policy. You must contact your agent to change your payment plan.

Failure to pay your premium when due may result in a premium surcharge at renewal.

WITNESS CLAUSE

IN WITNESS WHEREOF. Allstate has caused this policy to be signed by its Secretary aı

and its President at North		this policy to be	signed by its Secretary
Mary Ma	-grûn	Mm	us Milsi-
Mary Jovita McGir	ın	-	Гhomas J. Wilson
Secretary		Ī	President
Countersigned by:	HBW INSURANCE GI	ROUP INC	_, Authorized Representative

Policy Number 648910297

SCHEDULE OF FORMS AND ENDORSEMENTS Allstate Insurance Company

Named Insured VALUE VILLAGE THRIFT STORES,

Effective Date: 10-01-23 12:01 A.M., Standard Time

Agent Name HBW INSURANCE GROUP INC

COMMON	POLTCY	FORMS	AND	ENDORSEMENTS	

DM CW 02	01-10	COMMON POLICY DECLARATIONS
APPLIES TO: MD, OK,	TX	
DM CW 03	01-10	SCHEDULE OF NAMED INSURED(S)
APPLIES TO: MD, OK,		
AM CW 02	11-09	WITNESS CLAUSE
APPLIES TO: MD, OK,		
DM CW 12	01-10	SCHEDULE OF FORMS AND ENDORSEMENTS
APPLIES TO: MD, OK,		
IL 09 85	12-20	DISCLOSURE PURSUANT/TERROR RISK INS ACT
APPLIES TO: MD, OK,	TX	

EXCESS POLICY FORMS AND ENDORSEMENTS

DU CW 50 DU CW 51 *CX 02 13 *CX 01 30 *CX 02 04 *CX 02 35 *CX 21 01 *CX 21 02 *CX 21 16 *CX 21 19 *CX 21 20 *CX 21 31 *CX 21 47 *CX 21 62 *CX 21 68 *CX 21 71 *CX 21 72 *CX 21 78 *CX 21 79	01-10 01-10 11-13 09-08 09-08 12-17 09-08 04-13 04-13 04-13 01-15 11-16 12-19 12-19 12-19 12-19	COMMERCIAL EXCESS LIABILITY DECLARATION SCHEDULE OF UNDERLYING INS. EXCESS LIAB. TEXAS CHANGES CANCELLATION AND NON RENL MARYLAND CHANGES OK CHANGES - CANC AND NON RENL MD CHANGES - CANCELLATION AND NONRENEWAL NUCLEAR ENERGY LIAB EXCL BROAD FM TOTAL POLLUTION EXCLUSION EXCLUSION-SILICA OR SILICA-RELATED DUST EXCLUSION - EMPLOYMENT-RELATED PRACTICES EXCLUSION - PROFESSIONAL SERVICES EXCL OTHER ACTS OF TERROR O/S US W/CAP PUBLIC OR LIVERY PASS CONV ON-DEMAND EXC TX PUBLIC LIVERY TRANS & ON-DEMAND EXC TX PUBLIC LIVERY TRANS & ON-DEMAND EXCL EXCLUSION - AIRCRAFT OR WATERCRAFT EXCLUSION - UNMANNED AIRCRAFT GENETICALLY MODIFIED ORGANISM EXCLUSION EXCL-ALL HAZARDS ELEC SMOKING DEV VAPOR CANNABIS EXCLUSION
*CX 00 01	04-13	COMM EXCESS LIAB COVG FORM

^{*} These forms are part of this policy but are not printed

COMMERCIAL AUTO
COMMERCIAL GENERAL LIABILITY
CRIME AND FIDELITY
COMMERCIAL PROPERTY
COMMERCIAL INLAND MARINE
COMMERCIAL LIABILITY UMBRELLA
COMMERCIAL EXCESS LIABILITY
XM CW 77 12 19

<u>Important Notice – Customer-Requested Cancellation</u>

When a mid-term cancellation request is made by the customer, an administrative fee may be applied, as allowed by applicable law.

Allstate Business Insurance follows industry standards for processing early cancellation requests.

Please refer to paragraph A.5. of the Common Policy Conditions (IL 00 17). If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

Policies cancelled prior to the expiration date, by the first Named Insured, will be subject to an administrative fee also known as a short-rate fee of 10% of the unearned premium.

The following is an **example** of the administrative fee calculation, when the refund is less than pro rata:

An annual policy with a premium of \$1,200 is cancelled 30 days after the start of the policy. Allstate will collect on the unearned premium (the premium that corresponds to the time period remaining on the policy).

Annual Policy Premium: \$1,200 30 days of coverage

Pro rata: .918 (365 days - 30 days coverage = 335 unearned days, divided by 365 days = .918)

Short-rate: .826 (pro rata .918 times .90 (10% short rate fee) = .826)

\$1,200 x .826 = \$991.00 Return Premium

COMMERCIAL GENERAL LIABILITY
CRIME AND FIDELITY
COMMERCIAL PROPERTY
COMMERCIAL INLAND MARINE
COMMERCIAL LIABILITY UMBRELLA
COMMERCIAL EXCESS LIABILITY
XM TX 77 12 19

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\$1,200 x .826 = \$991.00 Return Premium

POLICY NUMBER: 648910297 IL 09 85 12 20

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) \$0.00
This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(ies):
Additional information, if any, concerning the terrorism premium:
SCHEDULE – PART II
Federal share of terrorism losses 80 %
(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.

Policy Number: 648910297

COMMERCIAL EXCESS LIABILITY DECLARATIONS

Allstate Insurance Company

Named Insured and Mailing Address Producer Name and Ad	Idrocs
	101655
VALUE VILLAGE THRIFT STORES, (SEE NAMED INSURED ENDT) 3424 EASTERN AVE BALTIMORE MD 21224-4121 CATONSVILLE MD	DS
Policy Period From: 10-01-2023 To: 10-01-2024	
at 12:01 A.M., Standard Time at your mailing address	s shown above.
IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY	
DESCRIPTION OF BUSINESS	
FORM OF BUSINESS: CORPORATION	
BUSINESS DESCRIPTION: RETAIL STORE	
LIMITS OF INSURANCE	
EACH OCCURRENCE LIMIT (LIABILITY COVERAGE) \$ 5,000,000 PERSONAL & ADVERTISING INJURY LIMIT \$ 5,000,000 An	vy one porcen or organization
AGGREGATE LIMIT (LIABILITY COVERAGE) (except with respect to	y one person or organization
OTHER:	\$ 5,000,000
SELF INSURED RETENTION	\$ 0
Sub-total Premium STATE TAX OR OTHER (if applicable)	\$ 42,156.00
TERRORISM RISK INSURANCE ACT COVERAGE	INCLUDED
TOTAL PREMIUM (SUBJECT TO AUDIT) (PAYABLE AT INCEPTION)	\$ 42,156.00
AUDIT PERIOD (IF APPLICABLE): WAIVED	
ENDORSEMENTS	
ENDORSEMENTS ATTACHED TO THIS POLICY: SEE SCHEDULE OF FOR	RMS AND ENDORSEMENTS

ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.

Counter	signed:		
Date:	07-18-23	By:	HBW INSURANCE GROUP INC
		_	Authorized Representative

Allstate Insurance Company

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SCHEDULE OF UNDERLYING INSURANCE

(Show insurer, policy number, policy period, coverage, and limits of insurance)

-					
Commercial Lia	ability Limits:	Each O	ccurrence		
w/	Personal Injury	Persona	al & Advertising Injury Liability		
 an	d Advertising Injury	General	Aggregate		
Lia	ability Coverage	Product	s/Completed Work Aggregate		
	/Broad Form				
Co	ontractual				
Lia	ability Coverage				
w/	Non-Owned Auto				
 Lia	ability Coverage/				
Hi	red Auto Liability				
Co	overage				
	ccurrence Form				
Cl	aims-Made Form				
Retroactive Date	: <u></u>				
Insurer:	NOT APPL	ICABLE			
Policy Number:					
Policy Period:	_	-		_	
Auto Liability Lin					
Any	"Auto"		Combined Single Limit Or	_\$	1,000,000
X Spe	cifically Described "A	utos"	Bodily Injury-Each Person		
X Hire	Hired "Autos" Non-Owned "Autos"		Bodily Injury-Each Accident Property Damage-Each Accident		
X Nor					
	7.7.7	-	2		
Insurer:	Allstate Insurance Company				
Policy Number: 64891025		б			
Policy Number. Policy Period:	10/01/23	- 10	/01/24		

DU CW 51 01 10

SCHEDULE OF UNDERLYING INSURANCE

(Show insurer, policy number, policy period, coverage, and limits of insurance)

Commerc	cial Liability Limits:	Each Occurrence	
	w/Personal Injury	Personal & Advertising Injury Liability	
	and Advertising Injury	General Aggregate	
	Liability Coverage	Products/Completed Work Aggregate	
	w/Broad Form		
	Contractual		
	Liability Coverage		
	_ w/Non-Owned Auto		
	Liability Coverage/		
	Hired Auto Liability		
	Coverage		
	Occurrence Form		
	_ Claims-Made Form		
Retroactive			
Insurer:	NOT APPL	ICABLE	
Policy Nun	_		
Policy Peri	od:	-	
_			
Auto Liabil	lity Limits:		
	Any "Auto"	Combined Single Limit Or	\$ 1,000,000
X	Specifically Described "A	utos" Bodily Injury-Each Person	<u> </u>
X	Hired "Autos"	Bodily Injury-Each Accident	
X	Non-Owned "Autos"	Property Damage-Each Accident	
Insurer:			
Policy Number: 648910263		1	
Policy Period: 10/01/23		- 10/01/24	

DU CW 51 01 10

SCHEDULE OF UNDERLYING INSURANCE

(Show insurer, policy number, policy period, coverage, and limits of insurance)

_					
Commercia	l Liability Limits:	Each O	ccurrence		
	w/Personal Injury	Persona	al & Advertising Injury Liability		
<u> </u>	and Advertising Injury	General	Aggregate		
	Liability Coverage	Product	ts/Completed Work Aggregate		
	w/Broad Form				
	Contractual				
	Liability Coverage				
	w/Non-Owned Auto				
	Liability Coverage/				
	Hired Auto Liability				
	Coverage				
	Occurrence Form				
	Claims-Made Form				
Retroactive [Date:				
Insurer:	NOT APPL	ICABLE	1		
Policy Numb	er:				
Policy Period	d:	-			
_					
Auto Liability	/ Limits:				
	Any "Auto"		Combined Single Limit Or	\$	1,000,000
X	Specifically Described "A	utos"	Bodily Injury-Each Person		
X	Hired "Autos" Non-Owned "Autos"		Bodily Injury-Each Accident Property Damage-Each Accident		
X					
	777	_			
Insurer:		Allstate Insurance Company			
D !! !	Policy Number: 64891026				
Policy Numb)/01/24		

DU CW 51 01 10

Employers Liability Limits:	Combined Single Limit Or		
(Separate Policy)	Bodily Injury by Accident-Each Accident		_
(Bodily Injury by Disease-Policy Limit		_
	Bodily Injury by Disease-Each Employee		_
Insurer:	NOT APPLICABLE		_
Policy Number:			
Policy Period:	-	_	
·			
Liquor Liability Limits			
	_		_
Occurrence I			
Claims-Made	Form		
Retroactive Date:			-
Insurer			-
Policy Number:			-
Policy Period	<u> </u>		-
			_
Miscellaneous Liability	Each Occurrence		
Type: Employee Benefits	Aggregate		_
(Describe)			_
Occurrence Fo	orm		
Claims-Made F	- Form		
Retroactive Date:			
Insurer			-
Policy Number			
Policy Period	-		

DU CW 51 01 10

Allstate Insurance Company

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