

**MEMORANDUM OF INSURANCE**

**DATE OF ISSUE: 03/4/2025**

**PRODUCER:**

A, B, D & E: (CASUALTY) MARSH - CHICAGO  
 C (PROPERTY) – Aon - CHICAGO

**COMPANIES AFFORDING COVERAGE**

COMPANY LETTER	A	ACE AMERICAN INSURANCE COMPANY
COMPANY LETTER	B	ILLINOIS UNION INSURANCE CO.
COMPANY LETTER	C	ZURICH AMERICAN INSURANCE COMPANY
COMPANY LETTER	D	ACE PROPERTY AND CASUALTY INSURANCE COMPANY
COMPANY LETTER	E	CONTINENTAL CASUALTY

**INSURED:**

THE KROGER CO., ITS SUBSIDIARIES AND AFFILIATES  
 1014 VINE STREET  
 CINCINNATI, OH 45202

**COVERAGES**

This memorandum is furnished to you as a matter of information for your convenience. It is not intended to reflect all the terms and conditions or exclusions of such policies. This memorandum is not an insurance policy and does not amend, alter, or extend the coverage afforded by the listed policies. The insurance afforded by the listed policy is subject to all the terms, exclusions and conditions of such policies.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	EFF. DATE	EXP. DATE	LIMITS SHOWN ARE AS REQUESTED	
A	<b>COMMERCIAL GENERAL LIABILITY</b>	XSL G48924360 *	3/1/25	3/1/26	EACH OCCURRENCE	\$ 2,000,000
	<input checked="" type="checkbox"/> <b>COM GEN LIABILITY</b>				FIRE DAMAGE (Any fire)	\$ 2,000,000
	<b>CLAIM OCCUR</b>				MED EXPENSE (Any one person)	N/A
	<b>OWN &amp; CONT PROT</b>				PERSONAL & ADV INJURY	\$ 2,000,000
	<input checked="" type="checkbox"/> <b>OCCURRENCE FORM</b>				GENERAL AGGREGATE	\$ 15,000,000
						PRODUCTS- COMP/OP/AGG
A	<b>AUTOMOBILE LIABILITY</b> ANY AUTO, HIRED AUTOS, NON-OWNED AUTOS, PHYSICAL DAMAGE SELF-INSURED	ISA H10844216*	3/1/25	3/1/26	COMBINED SINGLE LIMIT	\$ 5,000,000
A	<b>GARAGE LIABILITY ANY AUTO</b>	ISA H10844216	3/1/25	3/1/26	AUTO ONLY	\$ 3,000,000
D	<b>EXCESS LIABILITY UMBRELLA FORM</b>	G46771692 006	3/1/25	3/1/26		\$
	<input checked="" type="checkbox"/> <b>OTHER THAN UMB</b>				EACH OCCURRENCE	8,000,000
					AGGREGATE	\$ 8,000,000
A	<b>WORKERS' COMPENSATION/ EMPLOYEES LIABILITY THE PROPRIETOR/ PARTNERS EXECUTIVE OFFICERS ARE INCLUDED</b>	WLR C73090830 (CA), SCF C73090751 (WI), WLR C730907518 (All Other States) * WCUC 73090779 – self-insured states	3/1/25	3/1/26	<input checked="" type="checkbox"/> STATUTORY LIMITS EL EACH ACCIDENT EL DISEASE – POLICY LIMIT EL DISEASE – EACH EMPLOYEE	\$ 2,000,000 \$ 2,000,000 \$ 2,000,000
B	<b>PREMISE POLLUTION LIABILITY</b>	PPL G21977020 021	5/1/24	5/1/25	PER CLAIM ALL CLAIMS	\$ 10,000,000 \$ 20,000,000
B	<b>MASTER STORAGE TANK THIRD PARTY LIABILITY</b>	UST G2181037A 021	5/1/24	5/1/25	PER CLAIM ALL CLAIMS	\$ 1,000,000 \$ 2,000,000
C	<b>PROPERTY</b>	TOP 9267598-14	6/30/24	6/30/25	PER OCCURRENCE	\$ 15,000,000
E	<b>HEALTHCARE FACILITIES PROFESSIONAL LIABILITY</b>	337-1-TLCHPL10	1/25/25	1/25/26	PER OCCURRENCE	\$ 1,000,000

## DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

### ADDITIONAL INFORMATION:

- GL Policy Number XSL G48924360 is subject to a self-insured retention of USD \$3,000,000.

COMMERCIAL GENERAL LIABILITY: Coverage includes Liquor Liability and Professional / Druggist's Liability.

Regarding Commercial General Liability any party with which the Named Insured is contractually required to include as Additional Insured is automatically granted such status. Additional Insured-Vendors Endorsement is also automatically granted such status where required. However, coverage under the policy only applies to the extent of the coverage required by such contractual requirement and for the limits of liability specified in such contractual requirement, but in no event for insurance not afforded by the policy nor for limits of liability in excess of the applicable limits of liability of the policy. The existence of more than one insured or Additional Insured or other interests shall not serve to increase the limits of liability of the policy. The policy automatically waives subrogation if such rights are waived by written contract prior to loss by the Insured.

\* WC Policy Number WLR C73090751 is subject to a self-insured retention of USD \$5,000,000.

Terrorism coverage is included per TRIA provisions, as required by workers compensation statutes.

### PROPERTY:

All risk including boiler and machinery, business interruption and extra expense; all real and personal property; replacement cost. Self-Insured Retention is internally funded for requirements of Contract Terms.

The existence of more than one Insured or Additional Insured or other interests shall not serve to increase the limits of liability of the policy.

USD \$15,000,000 aggregate limit for Earthquake / Flood where required by contract.

Coverage includes a building ordinance extension. Terrorism coverage is included per TRIA provisions.

The policy automatically waives subrogation if such rights are waived by written contract prior to loss by the Insured.

The policy includes "Rents"

Any party with which the Named Insured has a contractual requirement to be included as an Additional Insured, Loss Payee, Mortgagee or Trustee shall automatically be granted such status under this Policy. "The above shall also apply to any parties that the landlords of the Named Insured have a written agreement for such interest(s) with respect to property insured hereunder". However, coverage under the policy only applies to the extent of the coverage required by such contractual requirement and for the limits of liability specified in such contractual requirement, but in no event for insurance not afforded by the policy nor for limits of liability in excess of the applicable limits of liability of the policy.

### POLLUTION:

Regarding Pollution Liability any party with which the Named Insured is contractually required to include as Additional Insured is automatically granted such status.

Healthcare Facilities Professional Liability applies only to the operations of The Little Clinic, LLC, Kroger Specialty Pharmacy Holdings, Inc., and their affiliates and subsidiaries; Kroger Specialty Infusion Holdings, Inc., and their affiliates and subsidiaries.

The Named Insured Includes The Kroger Co., its subsidiaries, affiliates and dba's including, but is not limited to the following:

Kroger Management - NMTC Dallas I, LLC; Kroger Management – NMTC Houston I, LLC.; Kroger 017 Operator, Inc.; Kroger Management – Griffin NMTC I, LLC; Kroger Management – NMTC Portsmouth I, LLC; Kroger Management – NMTC Athens I, LLC; Kroger Management – NMTC Danville I, LLC; Kroger Management – NMTC Olney I, LLC; Kroger Management – NMTC Logansport I, LLC; Kroger Management – NMTC Champaign I, LLC; Kroger Management – NMTC Champaign II, LLC; Kroger Management - NMTC Topeka I LLC; Kroger Management - NMTC Oak Ridge I LLC; Kroger Texas L.P.; Kroger Management – NMTC Warrenton I, LLC; Kroger Management – NMTC Omaha I, LLC; Kroger Management – NMTC Starkville I, LLC; Kroger NMTC – L-768, LLC; Kroger NMTC- GA-672, LLC; Colerain Township, Hamilton County, Ohio; Vandercar Holdings, LLC; Kroger Management – NMTC Cincinnati I, LLC; Kroger Management – NMTC Cincinnati I, LLC; Kroger Limited Partnership I (Portion of Business); Dillon Companies Inc. (Portion of Business); Kroger Management – NMTC Missouri I, LLC; Roundy's Supermarkets, Inc.; Roundy's Illinois, LLC – Kroger; Kroger NMTC Fremont, LLC.