

ALLIED PROFESSIONALS INSURANCE COMPANY,
A Risk Retention Group, Inc.



Declarations to Claims Made Professional Liability Policy

Named Insured/Certificate Holder: Tonya M Freeman Brown, L.M.T
Member Policy No: APIM-913300
Member ID: 248014
Master Policy: APIC-AMC-1001 Preferred; Issued in CA
Master Policy Held By: American Massage Council
Professional Services: Massage
Claims Reporting Basis: Claims Made
Endorsement(s): M2001 (Massage)
Exclusions: As stated in Section V of Endorsement to Policy
Territory: United States — Subject to proper licensing in states where services are rendered (see Exclusion A.6.)
Limits of Liability: \$1,000,000 Each Claim / \$3,000,000 Aggregate
Total Annual Cost Basis: \$99.00 (Premium - \$33.15; Policy Fee - \$5.85; Membership Fee - \$60.00; Install Chrg - \$0.00)
Premium Based On: Annual Reporting Period
Lapse Dates: From: To: Payment Plan: Annually
Retroactive Date: 10/10/2014
Policy Period: From: 10/10/2016 To: 10/10/2017
Please direct all inquiries to your broker

(All dates are at 12:01 a.m. at address of Named Insured. Unless renewed, coverage ends on the Expiration Date.)

General: This Declarations Page identifies the person(s) named herein as a named insured under the terms and conditions of a policy issued to the members of the American Massage Council. The terms and conditions of the policy apply to all members who hold a certificate of insurance. The terms and conditions of this certificate apply only to the person(s) named herein and the insurer. The Retroactive Date listed above applies only to those attributes of coverage in place continuously since the inception of the Named Insured's Policy. When changes to coverage are requested, including, but not limited to, changes in Limits, switching from Preferred to Elite, adding Professional Services, etc., such changes are effective retroactively only to the date the change was approved by the Company.

Coverage: Coverage is afforded to person(s) named herein as Named Insureds according to the terms and conditions of the Policy to which this certificate refers. No other rights or conditions, except as specifically stated herein, are granted or inferred. When your Claims Reporting Basis is "Claims Made", the Policy affords defense and damage coverage only for claims made against the Named Insured 1) arising from the performance of Professional services rendered subsequent to the Retroactive Date, and 2) made against the Named Insured and reported to the Company during the Policy Period. Please review the Policy carefully and discuss any questions regarding coverage with the insurance broker at (800) 500-3930

Extended Coverage: If your Claims Reporting Basis is "Claims Made" and the Policy is terminated either by you or the Company, you may apply for Extended Coverage so that you can submit claims after your Policy Period ends for incidents that occurred during your Policy Period. An application for Extended Coverage must be received within thirty (30) days of termination of your Policy, unless otherwise modified by any applicable State Mandatory Endorsement attached hereto.

Notice: Report in writing within 48 hours any & all claims against you and any & all incidents that you believe may result in a claim against you, even if groundless, to American Massage Council, 1100 W. Town and Country Road, Suite 1400, Orange, CA 92868.

Notice: This Policy is issued by your risk retention group. Your risk retention group may not be subject to all of the insurance laws and regulations of your State. State insurance insolvency guaranty funds are not available for your risk retention group.

Countersigned by: _____


Authorized Representative



October 18, 2016

Tonya M Freeman Brown, L.M.T
5420 Norgate Drive
New Orleans, LA 70127

Dear Tonya M Freeman Brown, L.M.T:

This is to confirm receipt of your recent premium payment for malpractice insurance, and to confirm that your coverage has been renewed and is in force as of 10/10/2016.

Enclosed please find your malpractice insurance policy, along with any applicable endorsements. If we can be of assistance or answer any questions for you, please give us a call at:

AMERICAN MASSAGE COUNCIL
800-500-3930

Thank you for your continuing participation in the American Massage Council.

ALLIED PROFESSIONALS INSURANCE COMPANY,
a Risk Retention Group, Inc.

Massage Professional Liability Insurance Policy
This is a Claims Made Form Please Read It Carefully

Notice: This policy is issued by your risk retention group. Your risk retention group may not be subject to all of the insurance laws and regulations of your State. State insurance insolvency guaranty funds are not available for your risk retention group. In consideration of the payment of the premium, in reliance upon the statements made in the application for membership and / or insurance provided under this Policy, and subject to the limits of liability, exclusions, conditions, and other terms of this Policy, the Company and the Named Insured (as hereinafter defined) enter into the following contract for insurance:

I. DEFINITIONS

When used in this Policy:

- A. Bodily Injury** - means physical injury, sickness, disease or death of a person, except for persons injured while taking part in athletics.
- B. Claim Reported** - means a written notice filed by the Named Insured and received by the Company, or a written notice of a Suit filed by a claimant or other person acting for the claimant and received by the Named Insured and by the Company, that alleges Damages to an injured party from acts or omissions by the Named Insured that are covered by this Policy.
- C. Client** - means a person to whom the Named Insured has provided Professional Services for a fee or in connection with an educational, charitable or promotional activity.
- D. Company** - means Allied Professionals Insurance Company, a Risk Retention Group, Inc., with offices at 1100 West Town & Country Rd., Suite 1400, Orange, CA 92868.
- E. Damages** - means sums the Named Insured is legally obligated to pay for liability covered under this Policy. The term "Damages" does not include either any sums demanded or awarded as punitive or exemplary damages or defending the Named Insured from any claims.
- F. Incident** - means any act or omission which results in alleged or actual Damages.
- G. Named Insured** - means the person or organization named in the Declarations of this Policy (the "Declarations").
- H. Policy** - means this policy, the Declarations to this policy, all applications for membership and / or coverage or endorsements to coverage provided by or on behalf of the Named Insured (including any supplemental documentation provided therewith) and all coverage endorsements issued to the Named Insured.
- I. Professional Corporation** - means a professional corporation as defined in the Declarations.
- J. Professional Services** - means Professional Services as defined in Article VI, Section A, of the Policy.
- K. Suit** - includes 1) a cross claim; and 2) an arbitration to which the Named Insured is required to submit or to which the Named Insured has submitted with the Company's consent.

II. POLICY PERIOD; PREMIUMS; AUDITS

- A. Policy Period.** The initial policy period of this Policy is stated in the Declarations forming a part of this Policy. Subject to the right of the Company to cancel this Policy in accordance with the provisions of the Cancellation Condition, the Policy Period may be extended for successive periods by payment of the required renewal premium, and any other amounts required as a condition of such renewal, to the Company on or before the effective date of each successive period. The expiration date of such period shall be the end of the policy period.
- B. Premium.** All premiums and other charges for this Policy shall be computed in accordance with the Company's rules, rates, rating plans, premiums, and minimum premiums applicable to the insurance afforded herein and in effect with respect to the period for which premiums are due. All premiums and other charges for this Policy are payable in advance to the Company or its authorized representative. The first payment is due at inception of the Policy. Each renewal payment is due on or before the expiration of the period for which the preceding payment was paid. Any payment not paid on or before its due date will be in default.
- C. Inspection and Audit.** The Company may examine, audit, and inspect the Named Insured's property, business operations, books, and records at any time during the policy period and renewals thereof within three (3) years after the final termination of this Policy, as far as they relate to the subject matter of this insurance. The Company is not required to make such inspections and audits and does not guarantee that the Named Insured's operations are safe or that they conform to any laws, rules, or regulations.

III. CANCELLATION & NON-RENEWAL

The Named Insured may cancel this Policy by surrender thereof to the Company or any of its authorized agents by mailing to the Company written notice stating when thereafter the cancellation shall be effective. The Company may cancel or

non-renew this Policy by mailing to the Named Insured at his or her latest address shown on the Company records, written notice stating when, not less than ninety (90) days thereafter, such cancellation or non-renewal shall be effective, unless cancellation is for nonpayment of premium, in which case such notice will be not less than ten (10) days prior to the effective date of cancellation or non-renewal. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation or non-renewal stated in the notice shall become the end of the policy period. Delivery of such written notice either by the Named Insured or by the Company shall be equivalent to mailing. If this Policy is cancelled, the Company will send the Named Insured a refund of any unearned premium, computed on a pro-rata basis, as soon as practicable thereafter. Payment or tender of unearned premium is not a condition of cancellation.

IV. CLAIMS

- A. Incident Report.** Upon the happening of any incident reasonably likely to involve this insurance, written notice containing information sufficient to identify the Named Insured, time, place, and circumstances of the event, and the names and addresses of the injured and of available witnesses must be given by or for the Named Insured to the Company within three (3) business days of the happening of any such event or as soon as practicable.
- B. Notice of Claim or Suit.** If a claim or suit is reported against the Named Insured based on an Incident covered by this Policy, the Named Insured shall, within three (3) business days, by certified mail return receipt requested forward to the Company every demand, notice, summons, or other process received by him or her or by his or her representative. Failure to give such notice will result in a total loss of coverage and constitute a material breach of the Policy only when a) such failure actually prejudices in any way the ability of the Company to adjust, settle or defend any claim or action, or b) the Named Insured has failed to give notice until after the Named Insured has submitted to the jurisdiction of a court or until after judgment, which the Named Insured and the Company agree shall constitute substantial and actual prejudice which adversely affects the rights of the Company, which bases its Policy and premiums on cost-containment methods of dispute resolution, mandatory arbitration, and settlement.
- C. Cooperation.** All persons insured under this Policy shall cooperate with the Company and, upon the Company's request, assist in making settlements in the conduct of suits and other proceedings; and shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. No person insured under this Policy shall, except at his or her own cost, voluntarily make any payment or assume any obligation without the consent of the Company. No person insured under this Policy shall destroy, discard, alter, or fabricate any evidence related to a claim, whether in the form of documentation or physical, tangible objects or equipment, including, but not limited to, records, therapy tables, heat lamps, and tens units. This does not apply to signed, dated bona fide corrections to records.

V. GENERAL CONDITIONS

- A. Abide by Terms.** The Named Insured specifically agrees to abide by the terms and conditions of this Policy and by all rules and regulations of the Company relating to the conduct of the Named Insured's professional practice.
- B. Action Against the Company.** No action shall lie against the Company, its Agents, Employees, Brokers, or the Master Policy Holder unless the action is commenced within one (1) year from the earlier of: the date of loss or damage to the Named Insured, or the date that the Company sends a letter denying coverage on a claim. Additionally, as conditions precedent to any such actions, 1) there shall have been full compliance with all of the provisions of this Policy, and 2) the amount of the Named Insured's obligation to pay shall have been finally determined either by judgment against the Named Insured after actual arbitration or trial or by written agreement of the Named Insured, the claimant, and the Company.
- C. Arbitration.** All disputes or claims involving the Company shall be resolved by binding arbitration, whether such dispute or claim arises between the parties to this Policy, or between the Company and any person or entity who is not a party to the Policy but is claiming rights either under the Policy or against the Company. This provision is intended to, and shall, encompass the widest

possible scope of disputes or claims, including any issues a) with respect to any of the terms or provisions of this Policy, or b) with respect to the performance of any of the parties to the Policy, or c) with respect to any other issue or matter, whether in contract or tort, or in law or equity. Any person or entity asserting such dispute or claim (the "Claimant") must submit the matter to binding arbitration with the American Arbitration Association, under the Commercial Arbitration Rules of the American Arbitration Association then in effect, by a single arbitrator in good standing. If the Claimant refuses to arbitrate, then any other party may, by notice as herein provided, require that the dispute be submitted to arbitration within fifteen (15) days. Neither the Claimant nor any other party shall have the right to participate as a member of any class of claimants, and there shall be no authority for any dispute to be decided on a class action basis. In addition, an arbitration can only decide a dispute between the Claimant and the Company, and may not consolidate or join the claims of other persons who have similar claims. All procedures, methods, and rights with respect to the right to compel arbitration pursuant to this Article shall be governed by the Federal Arbitration Act. The arbitration shall occur in Orange County, California. The laws of the State of California shall apply to any substantive, evidentiary or discovery issues. Any questions as to arbitrability of any dispute or claim shall be decided by the arbitrator. If any party seeks a court order compelling arbitration under this provision, the prevailing party in such motion, petition or other proceeding to compel arbitration shall recover all reasonable legal fees and costs incurred thereby and in any subsequent appeal, and in any action to collect the fees and costs. A judgment shall be entered upon the arbitration award in the U.S. District Court, Central District of California, or if that court lacks jurisdiction, then in the Superior Court of California, County of Orange.

D. Application Warranty. The Named Insured warrants that he or she has made true, correct, and full answers to all questions propounded to him or her upon the application for insurance coverage (the "Application") and agrees to provide the Company with full and correct answers to any other questions related to his or her competence or financial ability as shall be reasonably propounded to him or her by the Company. **The Named Insured acknowledges and agrees that if the Named Insured does not sign the Application, this Policy is void and no insurance coverage is conveyed thereby.**

E. Breach of Policy. Breach by the Named Insured or any person covered by this Policy of any of the conditions of this Policy shall subject the Named Insured to termination at the instance of the Company and upon thirty (30) days written notice.

F. Change of Address. The Named Insured will keep the Company apprised of his or her current addresses, both business and residential, and will report in writing any change of address within ten (10) days.

G. Changes. Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this Policy or bar the Company from asserting any right under the terms of this Policy; nor shall the terms of this Policy be waived or changed, except by endorsement issued to form a part of this Policy by an authorized representative of the Company.

H. Assignment. Assignment by the Named Insured of his or her interest under this Policy shall not bind the Company, until its consent is endorsed hereon; if however, the Named Insured shall die, such insurance as is afforded by this Policy shall apply to the Named Insured's legal representative, as the Named Insured, but only while acting within the scope of his or her duties as such.

I. Other Insurance. If the Named Insured and/or Additional Insured has other valid and collectible insurance available, the insurance afforded by this Policy shall be secondary and shall not apply unless and until the limits of liability of such other insurance have been exhausted.

J. Subrogation. In the event of any payment under this Policy, the Company shall be subrogated to all the Named Insured's rights of recovery against any person or organization, and the Named Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Named Insured shall do nothing after loss to prejudice such rights. The Company reserves the right to make counter-claims and to bring suit against persons making frivolous claims against the Named Insured. The Named Insured hereby grants that right to the Company and acknowledges that any award resulting from such counter-claim or suit shall be the property of the Company.

K. Non-Assessability. This Policy is non-assessable.

L. Territory. This Policy only affords coverage for Professional Services rendered in the State(s) where the Named Insured is specifically legally authorized to practice.

M. Captions. Captions or headings in this Policy are inserted only as a matter of convenience and for reference and shall not be deemed to define, limit, enlarge, or describe the scope of this policy or the relationship of the parties and shall not affect the Policy or the construction of any provisions herein.

N. Endorsements. Any endorsements to this Policy are part of this Policy, and all the conditions and terms of this Policy shall apply to such endorsements.

O. Settlements. The Company may settle any claim without the Named Insured's consent, unless the Named Insured: 1) Objects to the proposed settlement; 2) Requests that the amount of the proposed settlement be paid directly to the Named Insured by the Company; and 3) Agrees to take over the

defense of the claim at the Named Insured's sole expense. If the Named Insured makes such an election, then upon payment by the Company to the Named Insured of the proposed settlement amount, the Company shall have no further obligation of any kind to further defend or indemnify the Named Insured with regard to such claim.

P. Choice of Law. Except as provided in Article V, Section C, this Policy and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of California, including all matters of construction, validity, performance, and enforcement without giving effect to the principles of conflict of laws.

Q. No Intended Third Party Beneficiaries. The parties to this Policy agree that there are no intended third party beneficiaries by or under this Policy, unless such person or entity is specifically identified by name in this Policy.

R. Additional Profession Coverage. If the Named Insured practices a profession other than the profession listed in the Declarations of this Policy ("Additional Profession"), coverage is automatically extended to the Named Insured for such Additional Profession ("Additional Profession Coverage"), subject to the terms and conditions specified below, and provided that: (a) The Named Insured has applied for and been approved by the Company for the Additional Profession; (b) The Company has not denied the Named Insured for the Additional Profession; and (c) the Named Insured has been provided with a sample of the policy and certificate of insurance which would have been issued had the Named Insured applied separately for coverage for the Additional Profession ("Additional Policy Form"). Additional Profession Coverage is extended on the following basis: (a) Whenever the Named Insured is practicing the Additional Profession, Articles VI and X of the Named Insured's Policy are deleted and replaced by the language contained within Articles VI and X of the Additional Policy Form, which shall be the basis for determining coverage in connection with the rendering or failure to render Professional Services; and (b) Additional Profession Coverage does not increase the limits of liability under this Policy. The Named Insured has paid for and received only one Policy with one set of limits. The fact that Additional Profession Coverage has been extended to the Named Insured does not increase, stack, or cumulate these limits beyond the single set of limits set forth in the Declarations.

VI. INSURING AGREEMENTS

A. Professional Liability Coverage. The Company shall pay on behalf of the Named Insured all sums that the Named Insured shall become legally obligated to pay for any claim reported against the Named Insured, for Bodily Injury to a Client, arising out of the rendering or failure to render Professional Services during the Policy Period as set forth in the Declarations (the "Policy Period"), but only if such claim is first made and is reported to the Company during the Policy Period. Professional Services is defined as the following techniques: a) Massage, defined as stroking, kneading, tapping, pressing, vibrating, rocking, rubbing, pushing, squeezing, moving, or stretching the muscular structure or soft tissues of the human body, with the hand, arm, elbow, foot, and to the extent permitted by law, with the aid of implements, tools, hot and cold packs, or mechanical and electromechanical devices (that do not require the use of transcutaneous electrodes), which are commercially marketed as massage implements, tools, and devices and which mimic or enhance the actions made by the hands. Stretching and movement is limited to non-forceful, non-sudden, active or passive stretches and movement. Soft Tissue does not include any organ of the body other than the skin. b) Movement Therapy, defined as guiding Clients through a system of movements and hold positions, c) Energy Therapy, defined as the use of gentle hand placement, soothing sounds, aromas, soft lighting, breathing instruction, or verbal cues to assist the Client in achieving a state of relaxation and to positively affect the general energetic system of the body; and/or d) Spa Therapy defined as the use of body wraps; body scrubs; and the use of oils, creams, gels, herbal pastes, rubbing alcohol, lotions and powders as lubricants.

B. Defend Claim. The Company shall have the right and duty to defend each covered claim reported against a Named Insured during the Policy Period, even if any of the allegations of the claim or suit are groundless, false, or fraudulent (except as excluded by this Policy) and the Company may make such investigation and make settlement of any claim reported as it deems expedient. The Company's costs of providing such a defense shall not be included in the computation of the Named Insured's limits of liability.

C. Defense Limitations. The Company shall not be liable for the cost of professional services, including, but not limited to, legal and accounting services by any attorney, accountant, or any other professional selected by the Named Insured without the written consent of the Company. The Company will not pay for any costs or legal fees incurred in defense of any criminal investigation or prosecution.

D. Supplementary Payments. The Company will pay, within the applicable limit of liability:

1. Expenses. All costs assessed against the Named Insured in any suit defended by the Company and, with respect to any judgment, all interest on the entire amount of such judgment that accrues before the Company has paid or tendered

or deposited in court that part of the judgment that does not exceed the limit of the Company's liability thereof.

2. Bonds. Premiums on appeal bonds required in any suit to which this Policy applies, and to furnish such appeal bonds necessary to appeal such suit up to the Company's limit of liability, but without any obligation to apply for or furnish a bond in excess of such limit of liability; and premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of the Company.

3. Loss of Earnings. The Company will pay up to \$500 per day for loss of earnings, up to a maximum of \$10,000 per suit, if the Named Insured is away from their practice at the Company's request to help defend a suit.

VII. PERIOD OF COVERAGE

The Company shall not have any obligations under the above Insuring Agreements if a claim reported against a Named Insured during the Policy Period is based on an incident prior to the Policy Period stated in the Declarations of this Policy or in the Declarations of an earlier dated policy issued by the Company of which this Policy is a renewal or replacement. This insurance applies only to Incidents and to Professional Services rendered or which should have been rendered during the Policy Period as stated in the Declarations or in the Declarations of an earlier dated policy issued by the Company of which this Policy is a renewal or replacement and then only if a claim is first reported during the Policy Period.

VIII. PERSONS INSURED

A. This Policy does **not** afford coverage for any act or omission of any other health care provider, including, but not limited to, any physician, surgeon, podiatrist, nurse, anesthetist, chiropractor, acupuncturist, physical therapist, physical therapy assistant, massage therapist, or any person licensed, certified or registered under any health professions statute, or who recommends any type of service, treatment, or procedure to maintain, diagnose, or treat any person's physical or mental condition ("Other Health Provider"), unless such person is specifically listed in the Declarations of this Policy as a Named Insured.

B. This Policy **does** afford coverage within the applicable limits to the following persons for whose acts or omissions the Named Insured is legally responsible, but only to the extent of the Named Insured's liability for the acts of these persons in connection with the rendering or failing to render Professional Services and to Incidents, subject to all the same terms, conditions, and exclusions that apply to the Named Insured:

1. The Named Insured;

2. If the Named Insured practices his or her profession as a professional corporation which employs no Other Health Provider, and as long as all other shareholders, officers, and directors of said corporation (and all present and future massage therapists employed by the Named Insured or said corporation) are also insured by the Company, and if coverage for a professional corporation is indicated in the Declarations, the professional corporation and any other officer or director thereof with respect to covered incidents by the Named Insured or such employed massage therapists listed in the Declarations.

C. This Policy does afford coverage within the applicable limits and subject to all the same terms, conditions, and exclusions that apply to the Named Insured to any additional insured listed in the Declarations for the period therein indicated, but in no event later than the termination of the Named Insured's Policy, but only for a covered incident by the Named Insured at the office(s), clinic(s), or such other location where the Named Insured is providing Professional Services to a Client, which are owned by or shared by the additional insured. Anytime a state in which the Named Insured is practicing requires that the state be an Additional Insured under this Policy, such state is an Additional Insured.

D. Student. If the Named Insured is identified in the Declarations as a "Student", then the Named Insured is only covered by this Policy for Liability Coverage if a) the Named Insured is actively enrolled in the educational institution reflected on the Named Insured's application for membership and / or coverage ("Educational Institution") and has not graduated therefrom as of the date of incident; and b) the claim arises directly from acts or omissions of the Named Insured that were sponsored by, supervised by, or expressly approved by the Educational Institution.

IX. LIMITS OF LIABILITY

A. The limit of liability stated in the Declarations as applicable to "Each Claim" is the limit of the Company's liability for loss resulting from any one claim or suit or all claims or suits because of any injury or damages to any one person or entity for all acts arising out of the rendering of, or failure to render, Professional Services and for any other Incidents upon which the claims or suits are based. Two or more claims arising out of a single act, error, or omission or a series of related acts, errors, or omissions shall be treated as a single claim; and

B. The limit of liability stated in the Declarations as "Aggregate" is, subject to the provisions of Article IX, Section A, respecting "Each Claim," the total limit of the Company's liability for all claims reported during the Policy Period.

C. Such limits of liability shall apply separately to each Named Insured only when so indicated in the Declarations, except the inclusion of more than one (1) Named Insured or the inclusion of shareholders, officers, directors, employees, or

agents of the Named Insured in any one (1) claim shall not increase the Company's liability applicable to "Each Claim" as set forth in Article IX, Section A. Where limits of liability at the time of any incident or injury are not identical to limits of liability at the time the claim is made or reported, the limits of liability at the time of such incident or injury shall apply.

X. EXCLUSIONS

A. No Defense or Payment of Damages. This Policy **does not** apply to the defense or payment of Damages for any claim arising out of the following:

1. Excluded Professional Services. Any claim arising out of any of the following Professional Services: (a) treatment or reduction of any fracture; (b) practice of medicine; (c) the failure of the Named Insured to diagnose or treat any condition, disease, or injury; (d) the failure of the Named Insured to refer a Client to any healthcare provider for treatment of any condition, disease, or injury; (e) practice of obstetrics or gynecology, including the delivery of babies, or care of newborn infants until they are fourteen (14) days old; (f) colonic irrigations, dehydration of hemorrhoids; (g) the failure of the Named Insured to exercise professional standards of care while utilizing any modality of treatment other than Professional Services, as defined in Article VI, Section A; (h) treatment of cancer, epilepsy, or acquired immune deficiency syndrome; (i) magnetic therapy; (j) gemstone therapy; (k) meridian therapy when being utilized for the treatment of any condition, disease, or injury; (l) stressology and internal coccyx adjustment; (m) the use of the Toftness device, x-ray, or radium; (n) microwave or fever therapy; (o) moxibustion; (p) ear candling; (q) hypnosis; (r) nutritional or dietary counseling or advice; (s) detoxification services or advice; (t) any procedure which penetrates body cavities either manually or with any other method of intrusion except soft tissue manipulation of the oral or nasal cavities; (u) exercise and/or personal training services, counseling, or advice; (v) practice of acupuncture; or (w) practice of chiropractic, including but not limited to manipulation or adjustments of bones and hard tissues of the human body.

2. Activities Outside the Legal Scope of Practice. Any claim arising out of a procedure performed that is outside the legal scope of massage practice in the State(s) in which the service is rendered.

3. Drugs or Surgery. Any injury arising out of the use, administration, or prescription of any drug or pharmaceutical for the treatment of human beings or arising out of the performance of any procedure involving the cutting or penetration of human tissue.

4. Breach of Application Warranty. Any claim where the Named Insured violated General Condition Article V, Section D, of the Policy by failing to disclose the possibility of such claim. This exclusion applies only to such undisclosed potential claim.

5. Failure to Sign Application. Any claim of any type if the Named Insured did not sign the Application for this Policy.

6. Collection Suits. Any claim arising as a counter-claim by a person who was sued for professional fees. Collection suits triggering this exclusion include, but are not limited to, those collections suits filed by a collection agency. Any claim made subsequent to a collection suit shall be presumed to be in response to the collection suit and to be in the nature of a counter-claim and, therefore, shall be within this exclusion.

7. Failure to Obtain Certificate of Insurance. Any claim against the Named Insured that involves, among others, any health care practitioner with whom the Named Insured currently or in the future (a) is a partner, (b) an employee, (c) an independent contractor, or (d) shares office space, where the Named Insured has failed to procure for the Company, automatically and without request, a current certificate of insurance from the professional liability insurer of such health care provider, which provides that the Master Policy Holder named in the Declarations of this Policy receive ongoing notification of the status and any cancellation of such health care provider's professional liability insurance.

8. No Active License. Any act or omission, if at the time of such act or omission, the Named Insured did not hold a current, active license, as required by the State(s) in which the act or omission occurred, to practice the profession listed in the Declarations.

9. Intoxicants/Narcotics or Drugs. Any claim arising from a service rendered, or which should have been rendered and was not, while the Named Insured or its employee or agent is under the influence of intoxicants, narcotics, or drugs.

10. Sex Act. Any claim arising out of or related in any way to any sexual act, or acts, performed or alleged to have been performed by the Named Insured or an employee or agent of the Named Insured.

11. Criminal Act. Any claim arising from an alleged criminal act, or any act allegedly committed while in violation of any law or ordinance.

12. Workers' Compensation. Any injury arising out of any obligation for which a Named Insured or an insurer has been or may be held liable under Workers' Compensation, Unemployment Compensation, Disability Benefits, or any similar law.

13. Guaranteed Results. Any claim arising from guaranteeing the results of services of the Named Insured or its employees or agent.

14. Peer Review Activities. Any claim arising from participation on a peer review committee, including, but not limited to, peer review committees of a hospital, trade association, or professional standards review organization.

15. Officers' and Directors' Liability. Any injury arising out of the rendering of or failure to render Professional Services by any other person for whose acts or omissions the Named Insured may be held liable as a member, partner, officer, director, or shareholder of any professional partnership, association, or corporation that is not listed in the Declarations as being insured by this Policy.

16. Proprietors. Any liability of the Named Insured as a proprietor, medical director, superintendent, administrator, or executive officer of any hospital, sanitarium, surgicenter, clinic with bed and board facilities, skilled nursing facility, convalescent hospital, laboratory, or business enterprise.

17. Assumed Liability. Any liability assumed by the Named Insured, including liability due to breach of contract or assumed by a Named Insured under oral or written contract or agreement or liability resulting from factual admissions by the Named Insured.

18. Government Employment. Any injury from the acts or omissions of Named Insured or its employees or agents while employed by the United States Government or any other governmental or public entity.

19. Owned or Non-owned Motor Vehicles. Any claim arising from the use of any owned or non-owned motor vehicle, including use by the Named Insured or any shareholder, officer, director, employee, partner, or agent of the Named Insured.

20. Other Activities. Any claim arising from statements, acts or omissions by the Named Insured or by any other person alleged to be in connection with or related to any of the following: interference with contract; violations of state and/or federal antitrust or deceptive advertising laws; false arrest, detention or imprisonment; interference with a person's right to occupy his or her property undisturbed including wrongful entry and wrongful eviction; products liability; malicious prosecution; any injury arising out of the writing of an article or paper for any publication; libel; slander; trade libel; trade slander; harming a person's reputation or violating a person's right of privacy; any injury or loss caused directly or indirectly by nuclear reaction, radiation, or radioactive contamination, whether controlled, uncontrolled, or accidental in nature or however caused, or any consequence of any of these; any injury or loss relating directly or indirectly to the Named Insured's actions as the employer of any claimant; discrimination; conversion; interference with prospective advantage; unfair competition; unfair trade and/or business practices; misappropriation of trade secrets; conspiracy to do any unlawful or tortious act; abuse of process; intentional or negligent infliction of emotional distress; negligent misrepresentation; fraud; any other intentional tort (even if such activities are related to a Named Insured's rendering of or failure to render Professional Services); or any injury from any act or any omission to the extent that such injury is not attributable to the rendering of or failure to render Professional Services or attributable to an Incident.

21. Research Subject. Any claim by any person who has ever been a research subject of the Named Insured or who was ever solicited to be a research subject of the Named Insured.

22. Aircraft, Auto or Watercraft. Any claim arising out of the ownership, maintenance, use, or entrustment to others of any aircraft, auto, or watercraft.

23. War. Any claim arising from war, whether or not declared, or any action or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

24. Recall of Products, Work, or Impaired Property. Damage claimed for any loss, cost, or expense incurred by the Named Insured or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of: (a) the Named Insured's product or work; or (b) impaired property; if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy, or dangerous condition in it.

25. Affiliated Parties. Any claim (a) for Bodily Injury to the Named Insured; (b) arising from any business relationship other than the Named Insured providing Professional Services to any Client; (c) brought by an employee of the Named Insured, including the spouse, child, parent, or sibling of any such employee; or (d) brought by any member of the Named Insured's family or household; (e) for Damages of any kind to a person hired to work on or behalf of any Named Insured; or (f) for Damages of any kind to a person on the part of the Premises that the person normally occupies.

26. Intentional Acts. Any claim arising from acts expected or intended from the standpoint of the Named Insured to result in any injury to another.

27. Electronic Data. Any claim arising from loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

28. Illegal Distribution of Material. Any claims arising directly or indirectly out of any action or omission that violates the Telephone Consumer Protection Act, the (CAN-SPAM ACT) or any similar laws, including any amendments or additions to such law.

29. Steam, Sauna, Showers, Pools, or Jacuzzis. Any claim arising from use, operation, maintenance, or ownership of steam rooms, steam booths, steam showers, steam tents, saunas of any kind, showers, pools of any kind, including but not limited to soaking pools, whirlpools and swimming pools, and Jacuzzis.

30. Tanning. Any claim arising from use, operation, maintenance, or ownership of tanning beds or booths, or tanning lamps. This exclusion does not apply to spray tanning or spray tanning booths, where the state in which the spray tanning is provided specifically authorizes a massage therapist by law to perform spray tanning.

31. Earth movement. Any claim arising from movement of land or earth regardless of whether emanating from, aggravated by, or attributable to the Named Insured.

32. Dishonesty. Any claim arising from any dishonest, fraudulent, or malicious act, error, or omission.

33. Sale of Goods. Any claim arising from goods or products manufactured, bottled, or packaged by the Named Insured.

34. Excluded Substances. Any claim arising from or related to asbestos, lead, silica dust, dust and/or toxic dust, fungus, bacteria or organic pathogens.

35. Laser / IPL. Any claim arising from or caused by a laser device or intense pulsed light device ("IPL").

36. Transmission or Fear of Disease. Any claim arising from or related to the transmission of Acquired Immunodeficiency Syndrome or Human Immunodeficiency Virus, or exposure to another having same, or to substances or materials contaminated with same, or fear of contracting Acquired Immunodeficiency Syndrome or Human Immunodeficiency Virus or any other disease or illness; or any sexually transmitted disease; or any form of communicable disease.

37. Non-Disclosed Massage Modalities. Any claim relating to a massage modality or any other modality that is not included within the definition of Professional Services, unless such modality is disclosed and approved in writing by the Company.

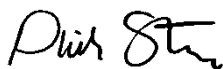
38. Animal Massage. Any claim arising from the Massage of an animal ("Animal Massage") unless a) the Named Insured can document proof of training in Animal Massage; b) the animal's owner has given written consent; and c) the Named Insured is not legally prohibited from rendering Animal Massage in the state in which the Animal Massage was rendered.

39. Hot Stones. Any claim arising from the use of heated stones, unless the Named Insured has specifically been approved by the Company for coverage in connection with the use of heated stones.

B. No payment of Punitive Damages (Defense Only). This Policy will provide a defense only, but does not provide any payment of punitive or exemplary damages.

XI. EXTENDED COVERAGE

If coverage terminates under this Policy, the Named Insured (and the Named Insured's professional corporation and/or additional insured, but only if named in the Declarations of this Policy) shall have the right upon payment of an additional amount (to be computed in accordance with The Company's rules, rating plans, and premiums applicable) to purchase within thirty (30) days from the termination date of this Policy (or in the case of said corporation or additional insured thirty (30) days from the termination of coverage for said professional corporation or additional insured) Extended Coverage providing an additional reporting period in which claims otherwise covered by this Policy may be reported., except that Extended Coverage purchased by or for said professional corporation and/or said additional insured will apply 1) only to an incident by a Named Insured; 2) only if such incident occurred during the Policy Period and was reported during the Policy Period or Extended Coverage Period of said Named Insured; and 3) only if such incident occurred during the period of coverage for said professional corporation and/or additional insured for incidents by said Named Insured. If the Company cancels or non-renews this Policy for any reason other than the request of the Named Insured or non-payment of premium, the Named Insured shall automatically have an additional reporting period of thirty (30) days from the termination date of coverage in which claims otherwise covered by this Policy may be reported.



Authorized Representative
Allied Professionals Insurance Company, a Risk Retention Group, Inc.

ALLIED PROFESSIONALS INSURANCE COMPANY,
A Risk Retention Group, Inc.



Endorsement To Claims-Made Professional Liability Policy
Additional Insured

Named Insured/Certificate Holder: Tonya M Freeman Brown, L.M.T
Certificate No(s): APIM-913300
Name of Additional Insured(s): International Rivercenter Lessee, LLC, Hilton Worlwide Holdings Inc.,
their subsidiaries and affiliates, and each of their employees, directors
and agents

Separate Additional Insured Limits: None
Annual Premium for Additional Insured: \$10.00
(100% Fully earned at inception)
Payable: Annually
Additional Insured Initial Effective Date: 10/13/2014
Additional Insured Current Effective Period: From: 10/10/2016 To: 10/10/2017

**(Dates are at 12:01 a.m. at the Named Insured's address of record with the Company. Endorsements and any applications
therefore are part of the Policy, and subject to the limits of liability, exclusions, conditions and other terms of the Policy.)**

Notice: Extended Coverage for Additional Insured and Named Insured. If coverage for the Additional Insured is terminated either by the Named Insured or the Company, Extended Coverage may be purchased so that the Additional Insured may be covered for claims involving a covered incident by the Named Insured that occurred during the period the Named Insured had Additional Insured coverage but where the claim was submitted after such coverage terminated. Application must be received within 30 days of termination of Additional Insured coverage. (See Section VI of the Professional Liability Coverage Endorsement). However, the Extended Coverage for the Additional Insured does not cover the Named Insured and will apply only if the claim is reported during the Policy Period or Extended Coverage Period of the Named Insured. Neither the Additional Insured nor the Named Insured will be covered for claims submitted after the termination of the Named Insured's Policy, if the Named Insured fails to purchase Extended Coverage for the Named Insured's Policy within thirty (30) days of its termination, whether such policy termination takes place at the time of the termination of Additional Insured coverage or at a later date.

Notice: Automatic Termination. Coverage for the Additional Insured shall automatically terminate upon 1) termination of the Policy of the Named Insured, whether termination is by the Named Insured or by the Company; or 2) failure to pay full premium amounts for additional insured on or before due dates.

Auth 87

Countersigned by: _____

Authorized Representative