



**HAROLD J. ANDERSON, INC.**  
**SOUTHERN TITLE & ABSTRACT CO., INC.**  
**KARE-SUE ENERGY, INC.**  
**DELTA LAND & TITLE, LLC**  
**ANDERSON ENVIRONMENTAL SERVICES, INC.**

- 
- Title Research ● Abstracting ● Rights-of-Way/Fiber Optic Acquisition ●
  - Due Diligence ● GIS Mapping ● Asset Marketing and Management ●
- 

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# HAROLD J. ANDERSON, INC.

*Independent Petroleum Landmen*

381 Highway 21, Suite 205  
Madisonville, Louisiana 70447

2200 Pakenham Drive  
Chalmette, Louisiana 70043

Telephone (504) 276-5858

Facsimile (504) 277-0502

November 1, 2016

Mr. Keith LaGrange, Director  
Department of Public Works  
St. Bernard Parish Government  
1125 E. St. Bernard Highway  
Chalmette, Louisiana 70043

Re: Property Title and Closing Services  
LLT Maintenance and Disposition Program

Dear Mr. LaGrange:

We appreciate the opportunity to submit our proposal herein for Property Title and Closing Services from qualified individuals in St. Bernard Parish for the "LLT MAINTENANCE AND DISPOSITION PROGRAM."

The following information submitted is based on the Request for Proposals (RFP) available to us.

Our firm, Harold J. Anderson, Inc. is one of the several companies listed in our attached resume and is owned by Harold J. Anderson, a lifelong resident of Arabi and Chalmette, Louisiana with an office at 2200 Pakenham Drive, Chalmette, Louisiana 70043, directly across from the St. Bernard Parish Courthouse and the St. Bernard Parish Sheriff's Office.

Our attached Resumes provide all of the information needed relative to myself as Owner and President of the companies, along with resumes for our management team of Greg Riedl, Calvin Wood and Denise Clark, as well as for our key personnel and accompanying independent contractors, most, if not all of which have been life long residents of Arabi or Chalmette, Louisiana, now or formerly prior to Hurricane Katrina.

The primary company that we operate for the purposes herewith is Harold J. Anderson, Inc., along with Audubon Title Insurance Agency owned by Ryan Scafidel, Attorney at Law, however we have an abstract archive in Chalmette operated by our Southern Title & Abstract Company, Inc., covering title throughout Louisiana, Mississippi and Texas.

For your information, we have been performing all facets of land related title research as stated in our resumes since 1966 to present and have all companies fully insured as shown herein.

Mr. Keith LaGrange, Director  
November 1, 2016  
Page 2

Again, thank you for the opportunity to submit this proposal to work for St. Bernard Parish and do not hesitate to contact any of us should you have any questions relative to this proposal and hope we can continue to submit proposals for future opportunities.

Sincerely,

HAROLD J. ANDERSON, INC.

By: Harold J. Anderson  
Harold J. Anderson, President

HJA/lmm  
Enclosures



# HAROLD J. ANDERSON, INC.

*Independent Petroleum Landmen*

381 Highway 21, Suite 205  
Madisonville, Louisiana 70447

2200 Pakenham Drive  
Chalmette, Louisiana 70043

Telephone (504) 276-5858

Facsimile (504) 277-0502

## COMPANY OVERVIEW

### Contact Information:

Harold J. Anderson, President  
[handerson@hjainc.com](mailto:handerson@hjainc.com)

HAROLD J. ANDERSON, INC.  
"C" Corporation  
Established 1985  
2200 Pakenham Drive  
Chalmette, Louisiana 70043  
504-276-5858  
[haroldjandersoninc.com](http://haroldjandersoninc.com)

Ryan Scafidel, Director and President  
[audtitle@audubon-title.com](mailto:audtitle@audubon-title.com)

AUDUBON TITLE INSURANCE AGENCY, L.L.C.  
Established 2001  
4130 Canal Street  
New Orleans, Louisiana 70119  
504-485-0020



**Attachment A**  
**ST. BERNARD PARISH**  
**DEPARTMENT OF PUBLIC WORKS**  
1125 East St. Bernard Highway  
Chalmette, LA 70043

Closing Date: November 8, 2016 at 10:00 a.m.

**REQUEST FOR PROPOSALS (RFP)**

**Subject: Property Title and Closing Services**  
**LLT Maintenance and Disposition Program**

Company Harold J. Anderson, Inc.  
Federal Tax I.D.  
No. 72-1050341  
Street Address 2200 Pakenham Drive  
City Chalmette  
State LA Zip Code 70043  
Telephone: 504-276-5858 Fax 504-277-0502  
E- Mail handerson@hjainc.com

Name Harold J. Anderson  
[PRINT OR TYPE]  
Signature\* *Harold J. Anderson*  
Title President  
Date 11/01/2016

*\*Authorized Signature: The signer declares under penalty of perjury that she/he is authorized to sign this document and bind the company or organization to the terms of this agreement.*

**FOR CONSIDERATION AS A RESPONSIVE SUBMITTAL, THE FOLLOWING IS REQUIRED:**

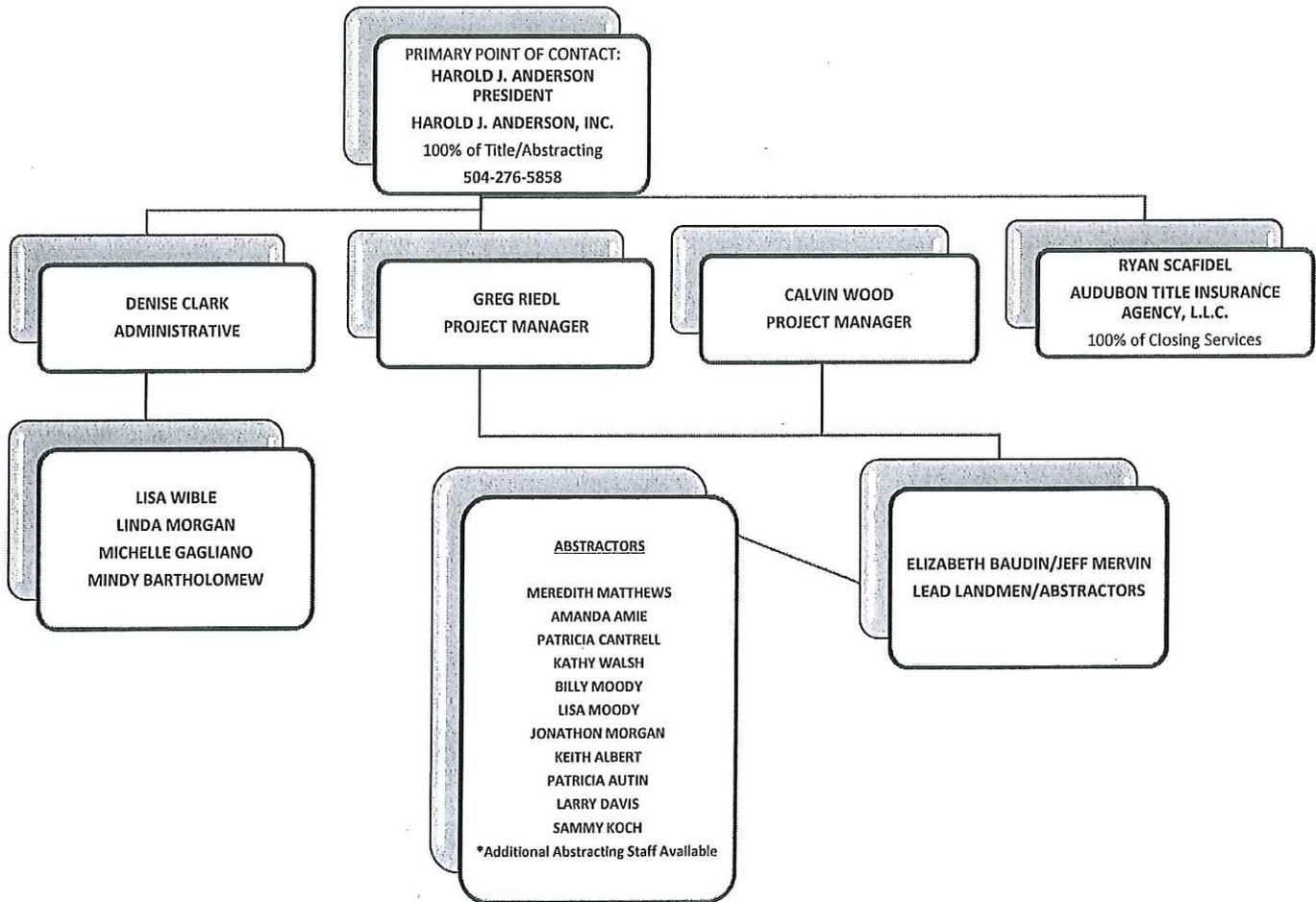
- 1) All information on this Request for Proposal page must be completed.
- 2) This page must be signed with an original signature.
- 3) Submittals are due on or before the exact closing date and time. Submittals received after the exact closing date and time will NOT be considered. If hand delivering, please allow enough time for travel and parking to submit by the closing date and time.

**FOR FURTHER INFORMATION CONCERNING THIS RFP, PLEASE CONTACT:**

Jason Stopa, Director – Director, Department of Community Development E mail: [jstopa@sbsp.net](mailto:jstopa@sbsp.net) 504-355-4427

Teri Doskey, Executive Assistant/Office Manager E mail: [tdoskey@sbsp.net](mailto:tdoskey@sbsp.net) 504-278-4314

Key Personnel  
 Harold J. Anderson, Inc./Audubon Title Insurance Agency, L.L.C.  
 Proposal to St. Bernard Parish Government, Department of Public Works  
 St. Bernard Parish Property Title and Closing Services - LLT Maintenance and Disposition Program



**RESUME OF HAROLD J. ANDERSON**  
**President**

**Harold J. Anderson, Inc. • Southern Title & Abstract Company, Inc. • Kare-Sue Energy, LLC**  
**Anderson Environmental Services, LLC • Delta Land & Title, LLC**



**2200 Pakenham Drive, Chalmette, Louisiana 70043**  
**381 Hwy 21, Suite 205, Madisonville, Louisiana 70447**  
**108 South Louisiana Street, Suite 5, Abbeville, Louisiana 70510**  
**504-276-5858 office 504-908-0158 cell**  
**handerson@hjainc.com**  
**haroldjandersoninc.com**

**HAROLD J. ANDERSON, INC.**  
**Established 1985**

Established present company to continue to perform various land functions for client companies including Rights of Way Acquisition for pipelines, highway servitudes, cellular sites and fiber optic, Acquisition of Oil, Gas and Mineral Leases, Title Curative, Record Research, Abstracts of Title-both Oil & Gas and Real Estate, Performance of Due Diligence for Producing Property and Pipeline acquisitions, preparation of Division Orders and various agreements. Deal formation promotion and management and the purchase of properties both producing and non producing. Preparation of instruments such as farmouts, joint operating agreements, purchase and sale agreements and confidentiality agreements. In addition, we perform complete land and project management, including software. We perform complete land lease and right-of-way administration support, with access 24/7 on demand, provide software and GIS solutions to manage any landrights in any industry anywhere in the world.

**SOUTHERN TITLE & ABSTRACT COMPANY, INC.**  
**Established 1985**

Established company to perform abstracts of title for oil and gas and for real estate transactions and pipeline rights of way. In addition, prepare certificates of title in connection with due diligence for producing acquisitions and rights of way.

**ANDERSON ENVIRONMENTAL SERVICES, INC.**  
**Established 1994**

Anderson Environmental Services, Inc. (Anderson) is a full service environmental company with our primary office in New Orleans, Louisiana. Anderson is equipped to perform site assessments, mitigation, and assist in solving complex environmental problems. Anderson is engaged in performing site assessments for real estate transactions, pipeline preparation and construction, environmental due diligence for oil and gas acquisitions and/or divestitures, and has the capability as well as the expertise to perform environmental audits from either a managerial or compliance perspective. Anderson can furnish services on a turnkey basis for services related to Phase I site assessments. Anderson can provide an advanced estimate of cost as to Phase II assessments which includes testing, monitoring, and/or sampling, and can also provide estimates in advance for Phase III assessments which can include clean-up, removal and mitigation.

**ANDERSON-YOUNG & ASSOCIATES, INC.**  
**810 Union Street, Suite 402, New Orleans, Louisiana 70112**  
**1982-1985**

Formed partnership with Eugene J. Young due to the rapid acceleration of the industry, and with the intent that Eugene J. Young would devote his efforts and expertise to placement of interests in drilling prospects and other ventures while Harold J. Anderson would devote his efforts and expertise to continuance of lease brokerage activities for client companies. Due to severe downturn in industry activity, this partnership was dissolved in November, 1985.

**HAROLD J. ANDERSON & ASSOCIATES, INC.**  
**810 Union Street, Suite 402, New Orleans, Louisiana 70112**  
**1975-1982**

Established company following resignation from Texaco, Inc. to perform consulting land services for client companies throughout the United States.

**TEXACO, INC.**  
**P.O. Box 60252**  
**New Orleans, Louisiana 70160**  
**September 1967-January 1975**

Began career with Texaco, Inc. as Associate Landman. Promoted to Onshore Scout in 1968. Promoted to Landman, South Louisiana District in January 1970. Promoted to Staff Landman for Jackson, Mississippi District February. Perform all facets of Oil & Gas industry to include performing title research, abstracting, pipeline rights-of-way, preparation of all agreements involving oil, gas and minerals. Performed due diligence requirements in conjunction with acquisition of producing properties. Became Independent Petroleum Landman in February, 1975.

#### **PROFESSIONAL STATUS**

Certified Professional Landman and Environmental Site Assessor - Certification No. 3027.  
Certified Right of Way Agent State of Texas

#### **EDUCATION**

**SOUTHEASTERN LOUISIANA UNIVERSITY** (Undergraduate), Hammond, Louisiana  
Major: Business Administration  
Degree: Bachelor of Arts (B.A.) 1967

**LOYOLA UNIVERSITY** (Graduate), New Orleans, Louisiana  
Degree: Master Business Administration (M.B.A.) 1972

#### **PERSONAL INFORMATION**

Birthdate: March 7, 1945  
Marital Status: Married, Five Children

**RESUME OF HAROLD J. ANDERSON**  
**President**

**Harold J. Anderson, Inc. • Southern Title & Abstract Company, Inc. • Kare-Sue Energy, LLC**  
**Anderson Environmental Services, LLC • Delta Land & Title, LLC**

**PROFESSIONAL MEMBERSHIP**

St. Bernard Parish Port – Board Member 2000-2015  
NAPE Advisory Committee (Assistant Chairman)  
NAPE Operators Committee (Ambassador Program)  
2010-2015 LSU Mineral Board Advisory Committee  
2013-2015 AAPL Ambassador Chairman  
AAPL Next Generation Landman Program 2004  
NAPE Advisory Committee 2009-2010  
AAPL Representative – Mineral Law Institute 2000-2015, Baton Rouge, Louisiana  
American Association of Professional Landmen (President 2004-2005)  
AAPL Publications Committee Member 2002  
Gulf Coast Institute Committee Member 2001  
Chairman Petroleum Landmen’s Association of New Orleans Program 2000  
Petroleum Landmen’s Association of New Orleans (President) 1999-2000  
American Association of Professional Landmen  
    Assistant Chairman of Education Committee 1998 – 2000  
    Chairman Educational Fund Raising Committee 1998 – 2000  
    Environmental Committee  
    Regional Director 1998 - 2000  
    2nd Vice President 1997-98  
    Chairman Educational Fund Raising Committee – 1997, 1998  
    Assistant Chairman Educational Fund Raising Committee - 1996  
    Regional Director - 1991-97  
    Ad-Hoc Committee on Committees Member 1994  
    Membership Co-Chairman - 1993  
    Membership Chairman - 1992  
    Industry Affairs Committee - 1991  
Nunez Community College (Chairman Educational Fund Raising Committee - 1996)  
City Energy Club of New Orleans - Director 1995  
Petroleum Landmen’s Association of New Orleans (President 1989-90)  
Petroleum Landmen’s Association of New Orleans  
Houston Association of Petroleum Landmen  
Mississippi Association of Petroleum Landmen  
Petroleum Club of New Orleans  
Lafayette Association of Petroleum Landmen  
Ducks Unlimited (Chairman 1989-90)  
Member New Orleans Chamber of Commerce  
Member National Ground Water Association  
Member Environmental Assessment Association #13484  
Member Loyola Alumni Association  
Member Southeastern Louisiana University Alumni Association  
Member Louisiana United Business Association  
International Right of Way Association

**RESUME OF HAROLD J. ANDERSON**  
**President**

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**Anderson Environmental Services, LLC • Delta Land & Title, LLC**

**PROFESSIONAL AWARDS**

Petroleum Landmen's Association of New Orleans  
Special Award 2014-2015

American Association of Professional Landmen  
Landman of the Year 2000

Petroleum Landmen's Association of New Orleans  
Landman of the Year 1999-2000

American Association of Professional Landmen  
Independent Landman of the Year 1998-1999

Petroleum Landmen's Association of New Orleans  
Landman of the Year – 1998-99

Petroleum Landmen's Association of New Orleans  
Company of the Year – 1997-98

Petroleum Landmen's Association of New Orleans  
Landman of the Year - 1988-89

Petroleum Landmen's Association of New Orleans  
Company of the Year - 1992

Petroleum Landmen's Association of New Orleans  
Professional Award - 1996

American Association of Professional Landmen  
Committeeman Award - 1995

**RESUME OF HAROLD J. ANDERSON**  
**President**

**Harold J. Anderson, Inc. • Southern Title & Abstract Company, Inc. • Kare-Sue Energy, LLC**  
**Anderson Environmental Services, LLC • Delta Land & Title, LLC**

**REFERENCES**

**BP AMERICA PRODUCTION CO.**

Jeanine Haller Piskurich  
Sharon Fisk

**LLOG EXPLORATION COMPANY, L.L.C.**

Michael A. Ackal, Jr.

**XTO ENERGY, INC.**

Charles E. Arnold  
Donald A. Adams

**ENERGY XXI**

J. Granger Anderson

**GORDON, ARATA, MCCOLLAM,  
DUPLANTIS & EAGAN, LLP**

Cynthia Nicholson  
Peck Hayne

**HELIS OIL & GAS CORPORATION**

David Kerstein  
Doug St. Clair  
John Prat

**VISION EXPLORATION, LLC**

Joseph Gianola

**T. BAKER SMITH**

Kenney Smith

**STONE ENERGY, INC.**

Michael Deville  
E.J. Louviere  
David Brooks

**APACHE CORPORATION**

Darrell Donaldson  
Rod Eaton  
Becky Harden

**SANDALWOOD OIL & GAS LP**

Phil Fleming

**INDEPENDENT**

Frank Ashby

**GEIGER, LABORDE & LAPEROUSE, LLC**

Lambert Laperouse  
Andrew M. Adams

**EXXONMOBIL PRODUCTION COMPANY**

Paul Watson  
Mike McNulty

**CHEVRON U.S.A., INC.**

Ronald Munn  
Harold Harper  
Keith Couvillion

**WOODSIDE ENERGY USA, INC.**

Leon Hirsch

**CASTEX ENERGY CORPORATION**

Pete Addison  
Bill Johnson

**MCMORAN OIL & GAS LLC**

John Dale  
Deborah Comeaux  
Leonard Drury  
Denise Sebastian

**HILCORP ENERGY COMPANY**

Curtis Smith  
L. Bruce Currie  
Troy Richard

**CARVER, DARDEN, KORETZKY, TESSIER,  
FINN, BLOSSMAN & AREAUX, LLC**

Taylor Darden

**ORX RESOURCES, INC.**

Paul Dubroc

**PETROQUEST ENERGY, LLC**

Peter Gulotta  
David Orgeron

**W&T OFFSHORE, INC.**

Jamie Vasquez

**STATE OF LOUISIANA,  
COASTAL RESTORATION DIVISION**  
James Altman

**MEMORIAL RESOURCE DEVELOPMENT**  
Steve Venturatos  
David Beck

**EAGLE ROCK ENERGY**  
Joseph Mills

**EOG RESOURCES**  
Steve Wentworth

**HALLIBURTON**  
John Fallon

**LISKOW & LEWIS**  
Richard Revels

**PETROHAWK ENERGY**  
Jimmy Brummel

**SEISMIC EXCHANGE**  
Bobby Patrick  
Tim Moran

**E&B RESOURCES**  
Gary Richardson  
Bill Moody

**AAPL**  
Le'Ann Callihan

**SOUTHWESTERN ENERGY**  
Jim Dewbre

**GEIGER, LABORDE & LAPEROUSE**  
Lambert Laperouse

**BHP BILLITON PETROLEUM**  
Howard Isabell

**PLAQUEMINES PARISH GOVERNMENT**  
L.V. Cooley

**NUNEZ COMMUNITY COLLEGE**  
Tommy Warner

**TULANE UNIVERSITY**  
Peter Baricev

**CARRIZO OIL & GAS**  
Dick Smith  
Joe Flores

**CENTURY EXPLORATION**  
Dave Seay  
Chris Lipari

**ENCANA OIL & GAS**  
Richard Champion

**FOREST OIL**  
Alan Bravo

**INDIGO MINERALS**  
Brad Rome

**MURPHY EXPLORATION**  
James Krig

**SCHULLY, ROBERTS, SLATTERY &  
MARINO**  
Anthony Marino  
Gerald Slattery

**NORTH AMERICAN COAL**  
James Melchoir

**TALOS ENERGY**  
James Carrington

**CABOT CORP.**  
Todd Liebl

**ANKOR ENERGY**  
Frank Barber  
Brandt Prat

**BASS ENTERPRISES**  
Dorsey Couse  
Frank McWright

**ENERGY**  
Audi Foret  
Timmy O'Brien

**ST. BERNARD PORT AUTHORITY**  
Robert Scaffidel



AUDUBON TITLE INSURANCE AGENCY, L.L.C.

Response to St. Bernard Parish Government – Request for Proposals for LLT  
Maintenance and Disposition Program

Prepared November 4, 2016

Proprietary and confidential

R E S P O N S E T O

R E Q U E S T F O R P R O P O S A L



AUDUBON TITLE INSURANCE AGENCY, L.L.C.

## Introduction / Audubon Title Insurance Agency, L.L.C.

Audubon Title was formed in 2001 and is based in New Orleans but operates statewide. Since its inception, Audubon Title has performed title services throughout the entire state of Louisiana. With its focus on enhancing the real estate industry by being technology driven, strategically competitive while delivering efficient transactions and tile abstracting, Audubon Title is committed to delivering state-of-the-art real estate information services. The most advanced software and solutions are available to its clients. Audubon Title offers the following:

- > Title Searches
- > Abstracts
- > Title Opinions
- > Title Insurance
- > Extensive Network of Support
- > Advanced Computer Technology
- > Personal Service
- > Highest level of Professionalism
- > Contacts and sub contractors throughout the area
- > Equal Opportunities for women and minorities at all levels
- > Real Estate Closings
- > High Capacity of Volume
- > Deep Experience handling title curative matters
- > Efficient Job Completion

## SPECIFIC SERVICES OFFERED

Audubon Title understands St. Bernard Parish and the issues surrounding Louisiana Land Trust property. Audubon Title uses advanced technologies and multiple built in redundancies to operate securely and efficiently. We know the New Orleans metro area and the continuing recovery, providing service, consultation and support, including title examination and curative work. Some Areas of expertise include:

- > **Title Curative Work:** Audubon Title has extensive experience handling all matters of title curative work.



**AUDUBON TITLE INSURANCE AGENCY, L.L.C.**

- > **Administrative Efficiency:** We have the staff and flexibility to tailor our services to meet St. Bernard Parish Government's (SBPG) expectations. Our lead attorney and staff will be available for consultation as needed, whether on daily basis or at the Board of Commissioners level.
- > **Rapid Response:** At all times, Audubon Title believes a rapid response is mandatory and the most effective way to respond to the mass title and real estate matters.
- > **Detailed Record Keeping:** Copious detailed records will be maintained on all services provided to SBPG.
- > **Experience with blighted and adjudicated properties/ government programs:** Audubon Title and Ryan Scafidel have experience handling the investor acquisition of blighted and adjudicated properties through the City of New Orleans SOAP program, as well representing the quasi state entity- New Orleans Redevelopment Authority (NORA) in its blight expropriation program. Mr. Scafidel has attended the SOAP program – Blight Busters – and is on the City of New Orleans's list of approved attorneys and has continued to provide representation to NORA.



AUDUBON TITLE INSURANCE AGENCY, L.L.C.

## **INTRODUCTION AND BACKGROUND**

AUDUBON TITLE INSURANCE AGENCY, L.L.C.

### **FIRM BIOGRAPHY**

#### **Scope of Practice**

Audubon Title Insurance Agency has been actively involved in real estate and business transactions throughout its history. Our practice is broadly based, and the firm's attorneys have represented many facets of the real estate industry, including banks and other financial institutions, mortgage bankers and brokers, developers and contractors while working in conjunction with design professionals, consultants, and governmental entities. The practice includes acquisitions, dispositions, financings, entity formation (joint ventures and limited liability companies), securitization, and leasing.

#### **Depth of Staff**

We have Louisiana licensed attorneys available whose practices are heavily concentrated in real estate and related financing transactions. As projects and client needs require, we also draw upon other firm concentrations which may relate to a particular transaction. Other areas of experienced include Louisiana limited liability law, corporate issues, litigation, bankruptcy, all of which may have an impact on a particular transaction or need.

#### **Clients**

Our clients include most major banks in the New Orleans Metro area along with a variety of mortgage lending and non – traditional financial institutions, closely held businesses, and individuals.

#### **Banking Industry Experience**

The following summarizes some of the firms' s practice and experience. Results depend upon the facts of each case. Attorneys for Audubon Title have a variety of experience representing banks and their affiliates in a broad range of real estate financing and other real estate matters. We have handled a wide variety of loan transactions, both large and small, simple and complex, two-party and multiparty, intrastate, and multistate. We have handled loan negotiation, loan origination documentation, modifications, bankruptcies, foreclosures, dispositions, and the myriad issues arising out of the ownership of commercial and residential real estate.



AUDUBON TITLE INSURANCE AGENCY, L.L.C.

## **History**

Audubon Title Insurance Agency, L.L.C. was organized October 10, 2001 by Ryan Scafidel to provide real estate settlement and legal services to the lending community in an energetic, technologically advanced, and responsive manner.

## **Principle of Conduct**

Audubon Title strives to provide detailed client service in the most ethical fashion. The broad scope of real estate financing and transactional matters must be complemented by a focus on client relations. This relationship can only be successful on a consistent basis by a mutual commitment to the highest level of ethics.

## **Commitment To Diversity**

Audubon Title makes every effort to hire diverse contractors and employees. Throughout the company's history, the majority of all third party vendors have been minority or women owned businesses. Audubon Title is committed to continuing to hire diverse skilled employees, vendors and sub contractors.

## **Cost and Fees**

Audubon Title strives for efficiency with every transaction. At all times, a reasonable fee structure based upon efficient use of time, clear client objectives and a flat rate structure (if possible) allow for low cost responsive effective representation.

## **Conclusion**

Audubon Title, founded by Ryan Scafidel, a St. Bernard native, has the experience and the desire to be an integral part of such an important program for St. Bernard Parish.



AUDUBON TITLE INSURANCE AGENCY, L.L.C.

## ADMINISTRATIVE

### TECHNICAL CONTACT

Any questions concerning technical specifications or Statement of Work (SOW) requirements must be directed to:

**Name**

**RYAN SCAFIDEL**

**Address 4153 CANAL ST  
New Orleans, LA 70119**

**Phone 504 485 0200**

**FAX 504 485 0211**

**Email [ryan@audubon-  
title.com](mailto:ryan@audubon-title.com)**

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### CONTRACTUAL CONTACT

Any questions regarding contractual terms and conditions or proposal format must be directed to:

**Name Holly Garrity**

**Address 4153 Canal St  
New Orleans, LA 70119**

**Phone 504 485 0200**

**FAX 504 485 0211**

**Email [holly@audubon-  
title.com](mailto:holly@audubon-title.com)**

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## CURRICULUM VITAE

# RYAN SCAFIDEL

Scafidel Law Firm, L.L.C.  
Audubon Title Insurance Agency, L.L.C.  
4130 Canal Street  
New Orleans, LA 70119

P 504-485-0200  
F 504-485-0211

email: [audtitle@audubon-title.com](mailto:audtitle@audubon-title.com)  
[www.audubon-title.com](http://www.audubon-title.com)  
[www.scafidelawfirm.com](http://www.scafidelawfirm.com)

### FIRM

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Founder of Scafidel Law Firm, L.L.C. and Audubon Title Insurance Agency, L.L.C.

### RESPONSIBILITIES

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Director and President. Full responsibility for firm staff, supply, and financial administration. Areas of practice include:

- Governmental Expropriations
- Commercial Real Estate
- Residential Real Estate
- Commercial Leases
- Closings
- Boundary Disputes
- Condominium Developments
- Loan Transactions
- Estate Planning
- Successions
- Business Entity Formation
- Non-Profit Entity Development
- Contract Negotiations
- Real Estate Transactions

## EDUCATION

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- Jesuit High School  
*Graduated - 1990*
- Loyola University – New Orleans  
*Bachelor Arts – Communication- 1995*
- Loyola Law School  
*Juris Doctorate – 1998*

## QUALIFICATIONS

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- Licensed Louisiana Title Agent by Commonwealth Insurance
- Member of the Louisiana Bar Association
- Member of the New Orleans Bar Association
- Member of the American Bar Association
- Notary Public
- Member – Louisiana Land Title Association

## COURTS

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ADMITTED TO  
THE FOLLOWING  
COURTS:

- Louisiana State Supreme Court
- Federal Court for the Eastern District of Louisiana
- Federal Court for the Western District of Louisiana
- Federal Court for the Middle District of Louisiana
- Federal Fifth District Court of Appeals

## HONORARY MEMBERSHIPS

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- Kappa Tau Alpha Honor Society



**GREGORY M. RIEDL**  
**Certified Professional Landman (No. 4396)**

425 Labarre Drive  
Metairie, Louisiana 70001  
504-495-3277

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**Harold J. Anderson, Inc. (previously Harold J. Anderson & Associates, Inc. and Anderson-Young & Associates, Inc.) – February, 1981 through Present**

In association with Harold J. Anderson, Inc., worked as an independent contractor providing all facets of land related services to the oil and gas industry. From 1981 to 1991, worked on projects on behalf of numerous oil and gas companies requiring services such as lease acquisition, title curative, abstracting, working and net revenue interest determination, right-of-way acquisition, damage settlements, in-house due diligence in connection with property acquisitions and other related projects.

From 1991 to present, assisted Harold J. Anderson with the management of all projects run through his companies on behalf of oil and gas client companies. This includes the management of 100 or more brokers performing all facets of land work on behalf of the oil and gas industry. During this time, I have also represented client companies on a contract basis providing representation for the negotiation of operating agreements, farmout agreements, participation and exploration agreements and similar contracts that are incidental to exploration projects in the industry.

From 2000 to present, Harold J. Anderson, Inc. has been offering brokerage services to the oil and gas industry that includes finding producing property packages for purchase on behalf of client companies in addition to seeking out and locating buyers for client companies that have producing packages for sale. In addition, this includes finding partners for participation in drilling deals.

**Professional Membership**

1. American Association of Professional Landmen (Member since 1988)
  2. Professional Landmans Association of New Orleans (Member since 1981)
  3. Houston Association of Professional Landmen (Member since 2008)
  4. International Right Of Way Association (Member since 2008)
- 
- PLANO Board Member 2005-2010 and 2012 – present.
  - PLANO President 2007-2008.
  - PLANO Regional Director 2009-2010.
  - AAPL Executive Committee 2010-2011.
  - AAPL Field Landman Committee Chairman 2004-2005.
  - AAPL Annual Meeting Chairman 2006-2007.
  - AAPL Ethics Committee member 2007-2008.
  - AAPL Awards Committee member 2008-2009.

## References

1. Helis Oil & Gas Company  
Doug St. Clair  
John Prat
2. Castex Energy, Inc.  
Bill Johnson  
Pete Addison
3. Chevron USA, Inc.  
Carl Rewerts  
Harold Harper  
Anne Bailey  
Ryan Schneider  
Anthony Bodine  
Larry Jones
4. Ankor Energy  
Frank Barber  
Warren Miguez
5. McMoRan Oil & Gas Company  
John Dale  
Thomas Beron  
Deborah Comeaux  
Leonard Drury
6. Carrizo Oil & Gas Company  
Richard Smith  
Adam McCauley  
Jason Causey
7. Murphy Exploration & Production Co.  
James Krig  
William Gage
8. Swift Energy Company  
Richard Kimberlan
9. E & B Natural Resources  
William Moody  
George R. "Bud" Tippens  
Steven Layton  
Francesco Galesi
10. Hilcorp Energy  
Curtis Smith  
Bruce Currie  
Troy Richard  
Richard Winchester

11. Stone Energy Corporation

E. J. Louviere  
Michael Deville  
David Brooks  
Pete Broussard  
Peggy Carr

12. ExxonMobil

13. XTO Energy

David Dufour  
Don Adams  
Charles Arnold

14. Williams Midstream Pipeline Company

Sandra Hotard

15. BP Pipeline Company

Sharon Fisk

16. EOG Resources

Steven Wentworth

17. Cabot Oil & Gas

Todd Liebl

18. Indigo Minerals

Brad Rome

19. Memorial Oil & Gas

Steve Venturatos

## RESUME'

# CALVIN S. WOOD, CPL

cwood@hjainc.com



### BUSINESS EXPERIENCE:

September 1979 to  
Present

Harold J. Anderson, Inc.  
2200 Pakenham Drive  
Chalmette, LA 70043

Performed duties as a Certified Professional Landman #4662, covering various land functions including acquisition of Oil, Gas and Mineral Leases, Title Curative, Record Research, Abstracts of Title, Rights-of-Way Acquisition, Performance of Due Diligence for Producing Property Acquisition, preparation of Division Orders and other various agreements. I am presently acting in the capacity of Lead Broker supervising numerous Brokers in their daily activities of the above mentioned land functions.

Texas Real Estate Commission – Easement and Right-of-Way Agent - Certificate of Registration No. 31370

Working as a Contract Agent for Harold J. Anderson, Inc. who is contracted to BP Pipelines (North America), Inc. for the Tri-States NGL Pipeline, L.L.C. CKM Replacement Project. Worked in the capacity as Project Manager, supervising rights-of-way agents in their daily duties of running title, land owner relations and easement acquisition. Also prepared various documents and spread sheet reports for updates to the project management team reporting on foreign pipeline crossings permits, road and highway permits, State water bottom crossings, Geotech Bore Hole sites.

Also supervising all related tasking for the following companies associated with right-of-way acquisition and construction:

- (a) Colonial Pipeline: Worked on numerous projects throughout Louisiana and Mississippi. Performed various tasks as, Researching ownership and negotiating easements for pipeline rights-of-way; updated for current ownership of existing pipelines for reclamation projects.
- (b) Creole Pipeline: Worked on numerous projects throughout Louisiana and Mississippi. Performed various tasks as, Researching ownership and negotiating easements for pipeline rights-of-way; updated for current ownership of existing pipelines for reclamation projects.
- (c) BP: Worked on the Mardi Gras Transportation Pipeline from Grand Isle, LA researching ownership to the original destination of Convent, LA and completing the revised location

to Golden Meadow, LA. Prepared ownership spread sheets, negotiated and obtained required easements, created mapping and negotiated and settled oyster damages.

- (d) ElPaso: Worked on numerous projects throughout Louisiana and Texas. Performed various tasks as, Researching ownership and negotiating easements for pipeline rights-of-way projects.
- (e) ExxonMobil: Worked on numerous projects throughout Louisiana. Performed various tasks as, Researching ownership and negotiating easements for pipeline rights-of-way projects.
- (f) Enterprise Pipeline: Worked on Tristates CKM project through Mississippi and Louisiana. Performed various tasks as, Researching ownership and negotiating easements for pipeline rights-of-way projects; assisted owner issues during construction phase.
- (g) Bridgeline: Worked on numerous projects throughout Louisiana. Performed various tasks as, Researching ownership and negotiating easements for pipeline rights-of-way projects.

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|                |                     |
|----------------|---------------------|
| July 1969 to   | Tenneco Oil Company |
| September 1979 | Chalmette Refinery  |
|                | Chalmette, LA 70043 |

Performed duties as an Operator and Controlman on a Distillate Fracturing Unit overseeing the operating functions used in the process of making hydrocarbons from crude oil.

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|                  |                          |
|------------------|--------------------------|
| February 1965 to | Boeing Aircraft          |
| July 1969        | Michoud Facility Complex |
|                  | New Orleans, LA          |

Performed duties as a receiving inspector and a non-destructive test inspector on parts and equipment used in the construction of the Saturn Rocket Booster.

\*\*\*\*\*

**PERSONAL INFORMATION:**

|                 |   |
|-----------------|---|
| Birthdate:      | October 28, 1946  |
| Marital Status: | Married, Four (4) Children<br>Four (4) Grandchildren, Two (2) Great Grandchildren |
| Home Address:   | 9720 Pokai Street<br>Diamondhead, MS 39525  |

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**PROFESSIONAL STATUS:**

Certified Professional Landman – Certification No. 4662

Texas Real Estate Commission – Easement and Right-of-Way Agent - Certificate of Registration No. 31370

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**EDUCATION:**

Delgado Technical College  
New Orleans, LA  
Major: Electronic and Pneumatic Instrumentation

Chalmette High School  
Chalmette, LA  
1964 Graduate

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**PROFESSIONAL MEMBERSHIP:**

American Association of Professional Landmen  
1982 to present,  
AAPL National Field Landman Chairman for 2009 - 2010

Petroleum Landmen Association of New Orleans  
1980 to present

**DENISE G. CLARK**  
**2016 LANDRY COURT**  
**MERAUX, LA 70075**

BUSINESS EXPERIENCE

January 1997 – Present

Harold J. Anderson, Inc.  
381 Highway 21  
Suite 205  
Madisonville, Louisiana 70447

Perform such duties as the Acquisition of Oil, Gas and Mineral Leases; Acquisition of Geophysical Permits; Title Research; Rights-of-Way Acquisition; Title Curative; Due Diligence; Federal, State and Local Regulatory Permitting; Supervision of Projects and Training of Personnel; Implementation and Maintenance of Database and Accounts Payable for Field Projects; Creation and Supervision of project maps using CAD and GIS utilities.

February 1994 – 1996

Eastern Geophysical, Inc.  
New Orleans, Louisiana

Responsibilities included Handling of all regulatory permits for Seismic Acquisition; Preparing marketing brochures for upcoming surveys; Creating maps for Seismic Acquisition Projects; Corresponding with clients regarding status of Speculative Surveys; Administrative Assistance to Vice-President of Marketing and Vice-President of Operations; Preparing Cost Analysis Spreadsheets for various projects; Maintaining Expense Account Spreadsheets; Designing and Implementing a Client Database; Maintaining a database of equipment on vessels; Organizing International Affairs for Seismic Crew; Coding Invoices and Tracking Daily Totals.

May 1991 – 1994

Century Offshore Management Corporation  
Metairie, Louisiana

Responsibilities included Handling of five incoming telephone lines; Handling faxes to and from Platforms and Rigs; Coding Invoices and Tracking Daily Totals; Designing and Implementing a Database for Tracking Charges Incurred to Offshore Facilities Subsequent to Hurricane; Inputting new data into various databases used by the Geological and Engineering Departments; Designing and Implementing Various Databases and Reports for the Geological Department; Handling Office Administration Duties such as ordering supplies, maintenance of office equipment, etc.; Administrative Assistance to Engineering and Geological Departments; Handling Daily Back-up of Network; Assisting in preparing Prospect Books for Property Evaluations by Outside Companies.

## EDUCATION

Academy of the Holy Angels, 1988

University of New Orleans, 1993  
Bachelor of Arts in Psychology

## PERSONAL INFORMATION

Marital Status: Married – Three Children

Date of Birth: November 12, 1970

## RESUME'

LISA G. WIBLE

### BUSINESS EXPERIENCE

August 1992 – Present

Harold J. Anderson, Inc.  
389 Highway 21  
Suite 402 A  
Madisonville, LA 70447

Responsibilities include annual taxes, monthly profit and loss statements, income statements, balance sheets, basic accounting, including accounts payable, accounts receivable, general ledger, client interaction, decision-making (computer hardware and software), preparation of Oil, Gas and Mineral Lease forms, checks/drafts, exhibits, etc. Performed courthouse work, including record research and abstracting.

### PERSONAL INFORMATION

Birthdate:

September 20, 1968

Marital Status:

Married, (2) Children

Home Address:

675 Silverthorne Lane  
Covington, Louisiana 70433

### EDUCATION

University of New Orleans  
New Orleans, Louisiana  
August 1987 – August 1992  
Bachelor of Science  
Business Administration

### PROFESSIONAL MEMBERSHIP

American Association of Professional Landmen  
Petroleum Landmen's Association of New Orleans

## RESUME'

**LINDA MILETELLO MORGAN**  
**13248 RIVERLAKE DRIVE, COVINGTON, LOUISIANA 70435**

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### EDUCATION

1982-1986                      Andrew Jackson High School  
1986 – 1988                    Nunez Community College  
1990-1992                      University of New Orleans

### EMPLOYMENT HIGHLIGHTS

1995 – Present                Office Manager-Lease Accounts Manager  
**HAROLD J. ANDERSON, INC.**  
2200 Pakenham Drive  
Chalmette, Louisiana 70043

1990-1992                      Executive Assistant to Chancellor  
**UNIVERSITY OF NEW ORLEANS**  
Lakefront Campus  
New Orleans, Louisiana

1988-1989                      Secretary/Word Processor – Appraisal Division  
**LATTER & BLUM, INC.**  
New Orleans, LA

1986-1988                      Secretary  
**TILLERY & TILLERY LAW OFFICES**  
Chalmette, Louisiana

### REFERENCES

Personal and business references furnished upon request.

## RESUME'

### MICHELLE M. GAGLIANO

#### BUSINESS EXPERIENCE

August 1989 – Present

Harold J. Anderson, Inc.  
Madisonville, Louisiana  
Executive Administration/  
Lease Analyst

In charge of office administration, annual taxes, monthly profit and loss statements, basic accounting, accounts receivable, invoicing, ordering supplies, client interaction, decision-making (computer hardware and software), preparation of Oil, Gas and Mineral Lease forms, checks/drafts, exhibits, etc. Perform courthouse work, including record research and abstracting.

November 1988 – August 1989

Edward S. Bopp, A Law Corporation  
Arabi, Louisiana  
Receptionist/ Legal Secretary

Responsibilities included maintaining the switchboard, typing legal documents, filing legal documents of record in certain courthouses, interacting with clients, etc.

May 1987 – August 1987

Cardinal Construction  
Chalmette, Louisiana  
Receptionist/ Secretary

Duties included maintaining the switchboard, payroll, typing construction estimates, ordering construction supplies, telemarketing, etc.

#### PROFESSIONAL STATUS

Executive Administration/ Bookkeeper

#### PERSONAL INFORMATION

|                 |  |
|-----------------|--|
| Birthdate:      | June 26, 1970                          |
| Marital Status: | Married, (2) Children                  |
| Home Address:   | 42 Rockwell, Purvis, Mississippi 39475 |

#### EDUCATION

Verbatim Academy of Court Reporting  
May 1992 – September 1995  
Curriculum included Legal, Medical, Grammar, and Spelling Courses.

#### COMPUTER EXPERIENCE

Word Perfect; Microsoft Word; Microsoft Excel; Lotus; Real World Accounting;  
Quickbooks; NetWare Network Version.

## RESUME'

### MINDY T. BARTHOLOMEW

#### BUSINESS EXPERIENCE

June 2006 – Present

Harold J. Anderson, Inc.  
2200 Pakenham Drive  
Chalmette, Louisiana 70043

Responsibilities include day to day administration of the front office, including answering incoming telephone calls, distribution of mail, typing and maintaining abstracts and certificates for various clients; administrative support to all staff members; performing regular duties independently according to established procedures and practices, etc. Courthouse work, including record research and abstracting.

August 1999-2000

Dan Burghardt Insurance & Title Transfer  
Kenner, LA

Worked in the Underwriting Department. Duties included Accounts Receivable, and Data Entry.

January 1997-1999

Taylor Business Machines, Inc.

This was a family owned business where I picked up most of my ability to strive. I handled the phones, customer relations, Inventory of Supplies, and Bookkeeping.

#### PERSONAL INFORMATION

Birthdate:

July 6, 1982

Marital Status:

Married, (3) Children

Home Address:

313 East Urquhart Street  
Chalmette, Louisiana 70043

#### EDUCATION

St. Bernard High School Graduate "2000"

Nunez Community College  
Chalmette, Louisiana

#### COMPUTER EXPERIENCE

Microsoft Work; Microsoft Excel; Microsoft Access;  
Microsoft Office; Word; Outlook

## RESUME'

### ELIZABETH S. BAUDIN

#### BUSINESS EXPERIENCE

January 1994 – Present

Harold J. Anderson, Inc.  
1580 W. Causeway Approach  
Suite 4  
Mandeville, Louisiana 70471

Performed landman duties such as the acquisition of Oil, Gas and Mineral Leases, rights-of-way acquisition, acquisition of geophysical permits, title research, title curative, due diligence, abstracts of title, etc.

Working as a Contract Agent for Harold J. Anderson, Inc. who is contracted to BP Pipelines (North America), Inc. for the Tri-States NGL Pipeline, L.L.C. CKM Replacement Project. Working in capacity as Project Administrator. Duties involved reviewing all title material and reports delivered by all field agents; inputting into Sharepoint and Enroute system for project team's review; continue updating all tract files with newly developed information (owner contact reports, executed easements); working alongside Project Manager assisting in preparing reports and obtaining various permits.

February, 1990 - 1994

Sub Sea International, Inc.  
Belle Chasse, Louisiana 70037

Office Manager – included such duties as supervision of staff, purchased and maintained all office equipment, handled worker's compensation claims and travel coordination.

1987 – 1990

Courtney Brown Independent  
Consultants  
New Orleans, LA

Duties include record research at parish courthouse to obtain ownership information on tracts of land to erect bill boards.

1984 – 1987

Anderson – Young & Associates  
New Orleans, Louisiana

Landman duties such as acquisition of Oil, Gas and Mineral Leases, record research, title curative.

1978 – 1983

Advance Electric  
New Orleans, Louisiana

Assistant to Controller – performed accounts payable, accounts receivable and general clerical duties.

### EDUCATION

University of Southwestern Louisiana  
Lafayette, Louisiana  
Major: Accounting

### COMPUTER KNOWLEDGE

Microsoft Office (Microsoft Word, Microsoft Excel, Microsoft Access, Microsoft Powerpoint ) Paradox, Quatropro, Wordperfect, Quickbooks, Quicken, Novell Netware.

### PERSONAL INFORMATION

Marital Status: Married – three children  
Home Address: 333 Cypress Lakes Drive  
Slidell, Louisiana 70458  
Date of Birth: July 4, 1950

### PROFESSIONAL MEMBERSHIP:

American Association of Professional Landmen

Petroleum Landmen Association of New Orleans

## RESUME'

# JEFFREY L. MERVIN

10101 Gail Court  
River Ridge, Louisiana 70123

jmervin9@yahoo.com

Office: 504-737-2027  
Cell: 504-427-7748

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### **LAST 10 YEARS WORK EXPERIENCE:**

February 2003 to  
Present

Harold J. Anderson, Inc.  
2200 Pakenham Drive  
Chalmette, Louisiana 70043

Performed duties as a Certified Professional Landman #56065, covering various land functions including acquisition of Oil, Gas and Mineral Leases, Title Curative, Record Research, Abstracts of Title, Rights-of-Way Acquisition, Performance of Due Diligence for Producing Property Acquisition, preparation of Division Orders and other various agreements. I am presently acting in the capacity of Lead Field Broker supervising brokers in their daily activities in the acquisition of Oil, Gas and Mineral Leases.

### **PERSONAL INFORMATION:**

Birthdate: May 28, 1951  
Marital Status: Married, Three (3) Children  
Home Address: 10101 Gail Court  
River Ridge, Louisiana 70123

### **PROFESSIONAL STATUS:**

Certified Professional Landman – Certification No. 56065, effective April 1, 2003

### **EDUCATION:**

Upper Iowa University  
Fayette, Iowa  
Major: Political Science

Columbus High School  
Waterloo, Iowa  
1969 Graduate

### **PROFESSIONAL MEMBERSHIP:**

American Association of Professional Landmen  
2002 to present

Petroleum Landmen Association of New Orleans  
1999 to present

# JEFFREY L. MERVIN

10101 Gail Court  
River Ridge, LA 70123

[jmervin9@yahoo.com](mailto:jmervin9@yahoo.com)

Cell: 504-427-7748  
Fax: 504-754-7909

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## PROFESSIONAL REFERENCE LIST

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| REFERENCE   | RELATIONSHIP   | YEARS KNOWN |
|---|--|-------------|
| <b>CALVIN S. WOOD, CPL</b><br>Lead Broker Supervisor<br>Harold J. Anderson, Inc.<br>2200 Pakenham Drive<br>Chalmette, Louisiana 70043<br>Cell: (985-640-5006) | I have reported directly to Mr. Wood as Lead Field Agent on various leasing, pipeline, and seismic permitting Projects in South Louisiana, Mississippi, North Dakota and Texas. Most recently I recently completed a 22,000 acre leasing project, leasing 925 landowners in 2 1/2 years and completing all paperwork and reports required by client within that timeframe. | Twelve      |
| <b>STEVE TAYLOR, CPL</b><br>Inhouse Landman<br>Castex Energy, Inc.<br>Houston, Texas  | I have reported directly to Mr. Taylor on two major leasing projects from lease check to pipeline rights-of-way that have resulted in major production. I was solely responsible for all leasing, title research, payments, and preparation of all reports requested by client, including Lease Purchase Reports, Lease Schedules and all necessary plats, etc.            | Five        |
| <b>RHEBB R. RYBISKI</b><br>Lead Field Supervisor<br>Harold J. Anderson, Inc.<br>2200 Pakenham Drive<br>Chalmette, Louisiana 70043<br>Cell: 985-637-8301       | Mr. Rybiski and I worked together as Lead Field Agents for 17 months directing three different leasing projects and a 7 county lease check in the Bakken Shale in North Dakota and Montana.  | Twelve      |
| <b>KEN YAMAGUCHI, CPL</b><br>Lead Field Supervisor<br>Harold J. Anderson, Inc.<br>2200 Pakenham Drive<br>Chalmette, Louisiana 70043<br>Cell: 504-289-9012     | I worked under Mr. Yamaguchi on 2 Due Diligence projects in Houston, Texas for large acquisitions.   | Ten         |

## **Meredith Veda Matthews**

60508 Sophie's Way  
Bogalusa, Louisiana 70427  
(985) 735-9036--Home  
(985) 516-3090--Cell  
mvmatthe@gmail.com

### **Educational Background:**

High School: St. Scholastica Academy, Covington, Louisiana — 2002

Graduate

College: The University of Mississippi — 2006 Graduate — Art History  
and Southern Studies Major

### **Internships:**

Louisiana State Museum, Baton Rouge, Louisiana—Summer 2005

Yaknapatawpha Arts Council, Oxford, Mississippi—Spring Semester 2006

### **Civil Service Eligibility Rating:**

Curator 1—Historic Site/Historic Preservation

Curator 1 --Museum

### **Work Experience:**

Arlt's The Other Shop—Mary Jane Arlt, Owner

Retail Sales and Display Designs—Six Years

Harold J. Anderson Inc., -- June, 2006—December, 2009 and September 2010 to Present  
Oil, Gas, and Mineral Leasing; Sub Surface Agreements for Directional Drilling;  
Permitting; Right of Ways; Communicating with Land Owners, Attorneys, and  
Oil Companies; Abstracting; Title Curatives; Well Histories; Lease Histories;  
Well Status Reports; Lease Checks; State of Louisiana—Mississippi River Gulf  
Outlet Closure; and Creating Data Bases for Leasing Projects,

Exploration Land Services, LLC – December, 2009 to June, 2010

50 year Title; Lease Check

### **Professional Organization:**

American Association of Professional Landmen

**Civic and Social Memberships:**

Kappa Alpha Theta Sorority Alumnae  
Daughters of the American Revolution  
National Society of Colonial Dames XVII Century — Mashulitubee Chapter  
Louisiana Endowment for the Humanities  
International Dyslexia Association — Board Member  
Southern Foodway Alliance  
Center for Southern Culture -- The University of Mississippi  
The University of Mississippi Alumni Association  
American Cancer Society Relay for Life Committee – Recognition Chairman  
Friends of Cassidy Park Museum Association  
Annunciation Catholic Church Ladies' Altar Society  
MASH President 2013

**References:**

Dr. Kathryn McKee  
Associate Professor of Southern Studies  
135C Bondurant  
University, MS 38677  
(662) 915-7161  
kmckee@olemiss.edu

Blake Bennett  
Attorney, Liskow & Lewis  
701 Poydras Street, Suite 5000  
New Orleans, LA 70139-5099  
(504) 556-4113  
wbbennett@liskow.com

George A. Strain  
Vice President, Continental Land & Fur Co., Inc.  
111 Veterans Memorial Blvd., Suite 500  
Metairie, LA 70005-3099  
(504) 378-9378  
gstrain@clf-co.com

Gregory M. Riedl  
Landman, Harold J. Anderson, Inc.  
389 Highway 21 South, Suite 402 A  
Madisonville, LA 70447  
(504) 276-5858  
griedl@hjainc.com

**Amanda Amie**

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401 Woodmill Lane, Pearl River, Louisiana 70452  
(504) 920-3923; amanda.amie@ymail.com

**EDUCATION**

**Chalmette High School** **2000-2004**  
Chalmette, Louisiana

**Nicholls State University** **2004-2007**  
Thibodaux, Louisiana  
Major: Business Administration Minor: Marketing

**University of New Orleans** **2007-2008**  
New Orleans, Louisiana  
Major: Business Administration  
Obtained a Bachelor's degree in Business Administration in December 2008

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**EXPERIENCE**

**Harold J. Anderson, Inc./ Southern Title** **May 2004- Present**  
Landman/Abstractor

- Researched Land Records in various courthouses located in Louisiana, Mississippi, and Alabama
- Maintained Access Databases and BOLO Land System
- Created Access Databases
- Performance of Due Diligence for Producing Property Acquisition
- Acquisition of Oil, Gas, and Mineral Leases
- Acquisition of Rights of Way
- Created Abstracts of Title
- Maintained Lease Files, Rental Payments and performed various other office duties such as typing Certificates and Abstracts
- Produced Mineral History Reports

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**COMPUTER SKILLS**

Proficient at Microsoft Access, Word 2010 and 2007, Excel, WordPerfect, PowerPoint, SONRIS Database System and BOLO Land Management System.

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**MEMBERSHIP**

Member of the American Association of Professional Landmen

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**REFERENCES**

Available upon request.

# Patricia Cantrell

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## Experience

2004–Present Harold J. Anderson, Inc.

### **Abstractor/Landman**

- Completed abstracts on real estate as well as oil and gas prospects
- Work in numerous courthouses in Louisiana

2000–Present Red Door Realty, Inc. Chalmette, LA

### **Realtor**

- Multi-million producer yearly since licensed.
- Number 3 in sales in 2004 in St. Bernard Parish.
- Successfully reopened office in St. Bernard post Katrina

2005 - Present Screamin Meanies Snowballs & more  
Chalmette, LA

### **Owner/Manager**

- Purchased ongoing business in 2005 and doubles sales in 2 months.
- Successfully rebuilt and re-opened post Katrina in St. Bernard.
- This is the largest and most successful stand in St. Bernard.

1992–2000 Standard Coffee Service, Inc. New Orleans, LA

### **Department Manager**

- Started in Entry Level position in Water Division.
- Increased collections, implemented equipment verification program
- Implemented scheduled service program

## Education

1972–1976 Andrew Jackson High School Chalmette, LA

2000 First Professional Real Estate School

Annually attend Continuing Education Classes

**Kathy Walsh**  
299 Autumn Woods Drive  
Covington, Louisiana 70433  
(504) 458-3947

---

**Work Experience:**

**Harold J. Anderson, Inc/  
Southern Title  
Abstractor/Landman**

**January 2006 – Present**

- **Research computer systems, books, general indices and tax assessment records in numerous courthouses in Louisiana, for real estate as well as oil and gas prospects**
- **Copy recorded documents such as leases, right of ways, mortgages, judgements and contracts affecting title of specific property**
- **Contact land owners of proposed lease agreements**

**Foot Gear  
Manager**

**April 1995 - August 2005**

- **Trained and motivated employees**
- **Oversee account receivables and payables**
- **Responsible for ordering and meeting with Buyers/Sales Representatives**
- **Designed and approved advertisements and promotional material**
- **Maintained and created sales plans to increase profit margins**
- **Evaluated daily reports and completed deposits of receipts**
- **Scheduled employees**

**Education:**

**University of Southeastern  
Andrew Jackson High School**

**William C. Moody, III**  
(985) 290-3984 | [billmoody21@gmail.com](mailto:billmoody21@gmail.com)  
217 Nicklaus Drive, Slidell, Louisiana 70458

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**SUMMARY:**

Independent Landman with extensive knowledge and skills in the field of oil and gas land management. Possess the ability to work efficiently as to the economic viability of lease acquisitions and the development of oil prospects in a timely fashion. Strong working knowledge of Louisiana Land Law in correlation with the business aspect of oil and gas land development.

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**PROFESSIONAL EMPLOYMENT HISTORY:**

**Harold J. Anderson, Inc., Chalmette, Louisiana**  
*Agent/Broker:*

January 2007 – Present

- Instrumental in successfully acquiring 30 Thousand Acers in the Marcellus Shale Trend for our client during an 11 month period.
- Lease Acquisition project's conducted in:
  - Louisiana, Mississippi, Pennsylvania and Texas
  - 14 Counties and 9 Parishes
- Responsibilities Include:
  - Due Diligence, Title Curative, Record Research and Bimonthly Presentations with the Client

**National Environmental Coverage Corporation (NECC)**  
*Underwriter*

January 2005 – December 2006

- Managed over \$20 Million in General Liability Insurance Accounts.
- Managed over 108 Contractors Pollution Liability Accounts.

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**EDUCATION:**

University of New Orleans (UNO)  
Bachelor of Science – Finance  
Concentration: Investing    Minor: Management

Graduated December 2005

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**TECHNICAL SKILLS:**

- Proficient in Microsoft Office Professional:
  - Word, Excel, PowerPoint and Access

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**PROFESSIONAL ASSOCIATIONS:**

- American Association of Professional Landmen (AAPL)
- Petroleum Landmans's Association of New Orleans (PLANO)

# Lisa Ann M. Moody

121 Kingston Drive  
Slidell, Louisiana 70458  
Phone: 225-936-8650  
E-Mail: lmmfly@yahoo.com

---

**Objectives:** Entry level position as a Lease Analyst with opportunities for future advancements.

**Education:** 2000 to 2007 Louisiana State University Baton Rouge, LA

## **Bachelor of General Studies**

- Received minors in Geology, Dietetics, Sociology and English
- Member of Zeta Tau Alpha Sorority, Student Dietetic Association, Geology Society, Sociology Society

## **Professional**

**Experience:** February 23, 2008 to Present Harold J. Anderson, Inc. Mandeville, LA

## **Independent Land Broker**

- Responsibilities included researching title history on property, preparing title reports based on research, contacting landowners to negotiate lease term set forth by the client, working in house concentrating on gathering selected data and making the needed corrections to that data in order to provide the client with all essential information on individual parcels of property.

September 1, 2001 to September 20, 2007 The University Club Baton Rouge, LA

## **Server**

- Responsibilities included waiting tables and bartending, trained new hires, made side work charts, kept head chef up to date on availability of bar and snack items, and produced liquor lists for food and beverage manager
- Received a promotion from beverage cart attendant to serving bar/waiting tables,
- Also promoted to the position of training the new hires. This job entailed teaching each new hire about The University Club's policies and procedures, how to do the specific jobs at hand, and continuing with my other stated jobs
- Ultimately promoted to head server, which included more managerial tasks as well as all the above

## **Technical**

**Skills:** Proficient in Microsoft Office Professional (Word, Excel, PowerPoint); in diet/nutrition programming (Nutritionist Pro/Food Processor); in mapping programs (map deed plotter); in Data Base Systems (BOLO by WellPoint Systems, SONRIS, SONRIS Lite)

**Achievements:** Employee of the Quarter at University Club June 2005, Sue's Angel Scholarship for P.R.I.D.E., TOPS from fall 2000 to spring 2004

## **Volunteer**

**Experience:** Volunteered at Baton Rouge General Hospitals helping count inventory in the kitchen, Volunteered time at soup kitchen feeding the homeless

**JONATHON M. MORGAN**  
*Independent Landman*

---

13248 Riverlake Drive  
Covington, Louisiana 70435  
504-228-7518

**EDUCATION**

**Louisiana State University**  
Baton Rouge, Louisiana  
*Bachelor's Degree 2010*  
*Business Administration*  
*Minor in Communications*

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**EXPERIENCE**

**HAROLD J. ANDERSON, INC.**  
**SOUTHERN TITLE & ABSTRACT CO, INC.**  
2003-Present

- Abstractor/Landman
- Negotiations with mineral owners, Acquisitions of Oil, Gas, and Mineral Leases, Rights-of-ways, Easements, Geophysical Permits, and Due Diligence.
- Real Estate and Oil and Gas Prospect Abstracting throughout Louisiana, Mississippi, Texas, West Virginia, Ohio, and Pennsylvania.
- Coordination and communication with state and federal regulatory agencies relative to permit applications, hearing schedules and compliance.
- Preparation of Mineral and Surface take-offs, Lease checks, Ownership reports.
- Lease file maintenance using OGSYS software.

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**REFERENCES**

Available upon request.

**KEITH M. ALBERT**  
**INDEPENDENT PROFESSIONAL LANDMAN**

64576 Barrington Ct.  
Pearl River, LA 70452  
Cell: (504) 812-6982  
Email: [keithalbert@charter.net](mailto:keithalbert@charter.net)

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**Professional Experience**

June, 2005 – Present            HAROLD J. ANDERSON, INC., Chalmette, LA  
Independent Professional Landman

- Oil, Gas and Mineral Services - Performed mineral, surface and leasehold research, compiled ownership information into detailed ownership reports, Oil, Gas & Mineral Lease negotiations and acquisitions, abstract of title, lease/area checks, curative, lease-option agreement acquisition.
- Coal Project – Performed surface and mineral title research. Acquired 25 to 50 year rights from surface and mineral owners to perform mining operations for the extraction of coal.
- Project Manager of an Oil and Gas Lease acquisition play in the Tuscaloosa Marine Shale located in Southwest Mississippi.
- Project Manager of an Oil and Gas Due Diligence job in the Utica Shale located in Northeast Ohio, including extensive complicated title research, lease negotiations and amendments to existing oil and gas contracts.
- Project Manager of an Oil and Gas Due Diligence project in the Permian Basin of West Texas and New Mexico. Responsibilities include extensive complicated title research, examination of Title Opinions, analyzing related curative documents and generating Acquisition Title Reports on internal and company based forms.
- States worked- Louisiana, Mississippi, Texas, Arkansas, Ohio, New Mexico

Member of the American Association of Professional Landmen & Professional Landman Association of New Orleans

**PROFESSIONAL SKILLS**

- Professional, detail-oriented landman
- Proficient in researching and title work
- Strong teamwork, leadership, organizational, and analytical skills
- Ability to multi-task and very conscientious with a high degree of self motivation
- Proficient in computer applications, including Microsoft Word, Excel, Internet & E-mail.

**EDUCATION**

- 1995-1999            Chalmette High School

**REFERENCES AVAILABLE UPON REQUEST**

## RESUME'

### PATRICIA J. AUTIN

4955 Autin St.  
Barataria, Louisiana 70036  
504-419-7165  
504-689-2586

#### BUSINESS EXPERIENCE

April 1, 2004 - Present

Independent Petroleum Landman  
4955 Autin St.  
Barataria, Louisiana 70036

Performed duties as an Independent Petroleum Landman, covering various land functions including acquisition of Oil, Gas and Mineral Leases, Title Curative, Record Research, Abstracts of Title, Rights-of-Way Acquisition, Due Diligence, and preparation of various agreements. Scope of work covering Louisiana, Texas, Alabama, Mississippi, Colorado, Montana and Pennsylvania.

March 1, 2004 – March 31, 2004

Jefferson Parish Sheriff's Office  
**Colonel Secretary**  
1233 Westbank Exp.  
Harvey, Louisiana 70058

Worked for a Coronel as Secretary, performing daily duties such as creating spreadsheet for budgeting ongoing projects, drafting letters, overseeing daily routine of maintenance crew for Sheriff's Office Complex, overseeing timesheets for several departments.

February 1, 2002 – February 28, 2004

Children's Place  
**Store Manager**  
9701 Westbank Exp.  
Gretna, Louisiana 70053

Daily duties include Stimulating Sales Volume for increase in sales, Manage and Scheduling for 10-50 employees, Manage Loss prevention and general operation of Retail Store.

August, 2001 – January 2002

World of Science  
**Store Manager**  
9701 Westbank Exp.  
Gretna, Louisiana 70053

Daily duties include Stimulating Sales Volume for increase in sales, Manage and Scheduling for 10-30 employees, Manage Loss prevention and general operation of Retail Store. Company Dissolved.

PERSONAL INFORMATION

|                 |  |
|-----------------|--|
| Birthdate:      | March 15, 1969   |
| Marital Status: | Married  |
| Home Address:   | 4955 Autin St.<br>Barataria, Louisiana 70036<br>504-689-2586<br>504-419-7165 |

PROFFESIONAL MEMBERSHIP:

American Association of Professional Landmen  
Petroleum Landmen Association of New Orleans

## RESUME'

### LARRY H. DAVIS

#### BUSINESS EXPERIENCE

##### **July 1999 – Present**

Harold J. Anderson, Inc.  
2200 Pakenham Drive  
Chalmette, Louisiana 70043

Performed duties, covering various land functions including acquisition of Oil, Gas and Mineral Leases, Title Curative, Record Research, Abstracts of Title, Rights-of-Way Acquisition, Performance of Due Diligence for Producing Property Acquisition, preparation of Division Orders and other various agreements. Project Crew Management and Project Management and Maintenance.

States in which these duties have been performed: Louisiana, Mississippi, Alabama, Arkansas, Texas, North Dakota, Montana, Pennsylvania and West Virginia (Wetzel, Marshall and Hampshire Counties)

##### **December 1989 – June 1999**

Shoney's Restaurants  
General Manager  
New Orleans, Louisiana

Managed and Supervised Shoney Restaurants throughout the New Orleans Area Market.

##### **January 1983 – November 1989**

LHD, Inc. Petroleum Land Services  
Meraux, Louisiana

Responsibilities included lease acquisition, courthouse research, title curative, abstracts of title and due diligence. Project Management and Property Management.

##### **March 1980 – January 1983**

Harold J. Anderson & Associates, Inc.  
Anderson-Young & Associates, Inc.  
New Orleans, Louisiana

Responsibilities included lease acquisition, courthouse research, title curative, abstracts of title and due diligence.

#### EDUCATION

Certified by AAPL as CPL  
University of New Orleans  
Business Major  
Delgado University  
Notarial Law  
Donaldson's School of Real Estate

# H. Samuel Koch

(504) 554-9010

## OBJECTIVE

Highly motivated, dependable individual with over 20 years experience in customer service and business to business sales, seeks a position with a progressive organization where my dedication, hard work and abilities will be best utilized.

## EDUCATION & TRAINING

- |   |             |
|---|-------------|
| <b>Title Pro - Lafayette, LA</b>                                | <b>2006</b> |
| ▪ Landman 101 – 2006  |             |
| <b>University of New Orleans</b>                                | <b>1994</b> |
| ▪ Bachelor's Degree   |             |
| <i>Bachelor of Science in Business Administration Marketing</i> |             |
| <b>R.E.T.S.</b>   | <b>1982</b> |
| ▪ Certificate of Completion                                     |             |
| <i>Electronic Technology</i>                                    |             |

## WORK HISTORY

|                      |                                 |                       |
|----------------------|---------------------------------|-----------------------|
| <b>2000- present</b> | <b>Harold J. Anderson, Inc.</b> | <b>Mandeville, La</b> |
|                      | <i>Oil &amp; Gas Landman</i>    |                       |

Title research, Record research, Permit and Damage Settlements, Servitudes and Rights of Way, Oil, Gas and Mineral Leasing, working in the capacity as Lead Broker.

## PROFESSIONAL LICENSES

- |   |             |
|---|-------------|
| <b>Keene State College</b>  | <b>2004</b> |
| ▪ Louisiana Real Estate License   |             |
| ▪ Louisiana Barber's License  |             |
| ▪ FAA Private Pilot License   |             |
| ▪ Certificate of Completion:  |             |
| <i>#500 Trainer Course in Occupational Safety &amp; Health Standards for the Construction, Industrial and Marine Industries</i> |             |

## SKILLS

- Successfully completed corporate sales training
- Aggressive follow-up and closing skills
- Excellent communication skills
- Excellent organizational abilities

## AFFILIATIONS

- N.O. Metropolitan Association of Realtors
- Louisiana Realtors Association
- Barber & Beautician Local 496
- United Brotherhood of Carpenters and Joiners of America Local Union 1846
- Petroleum Landmen Association of New Orleans  
2006 to present
- American Association of Professional Landmen  
2006 to present

## REFERENCES

|  |                          |                |
|--|--------------------------|----------------|
| <b>Craig Doize</b><br><i>President</i>     | Athalon Group, LLC.      | (504) 671-8989 |
| <b>Troy Dehart</b><br><i>Sales Manager</i> | Rexel Summers Electric   | (713) 806-3593 |
| <b>Gary Thompson</b><br><i>Manager</i>     | Rexel Summers Electric   | (713) 316-1798 |
| <b>Todd Chambers</b><br><i>President</i>   | Specialty Lighting, Inc. | (866) 534-0239 |

## Harold J. Anderson, Inc. Relevant Company Experience

| Project Name and Location   | Nature of Firm's Responsibility            | Project Owner's Name and Address   | Completion Date (Actual or Estimated) | Estimated Cost (in thousands) |   |
|---|--|--|---------------------------------------|-------------------------------|---|
|   |  |  |                                       | Entire Project                | Work for Which Person/Firm Was/Is Responsible |
| 1 Pelican Island & Pass La Mer to Chaland Pass Barataria Barrier Island Project BA-38 Plaquemines Parish, Louisiana | Abstracting/Title Research/<br>GIS Mapping | State of Louisiana<br>Department of Natural Resources<br>P.O. Box 94396<br>Baton Rouge, Louisiana 70804    | 2008                                  | Contract Amount \$300,000     |   |
| 2 East/West Grand Terre Island Restoration Project BA-30 Jefferson & Plaquemines Parishes, Louisiana                | Abstracting/Title Research/<br>GIS Mapping | State of Louisiana<br>Department of Natural Resources<br>P.O. Box 94396<br>Baton Rouge, Louisiana 70804    | 2006                                  | Contract Amount \$300,000     |   |
| 3 Lake Borgne Shoreline Protection at Shell Beach and Bayou Dupre, Project PO-30 St. Bernard Parish, Louisiana      | Abstracting/Title Research/<br>GIS Mapping | State of Louisiana<br>Department of Natural Resources<br>P.O. Box 94396<br>Baton Rouge, Louisiana 70804    | 2007                                  | Contract Amount \$300,000     |   |
| 4 Small Freshwater Diversion to Northwestern Barataria Basin, Project BA-34 St. James and Lafourche Parishes        | Abstracting/Title Research/<br>GIS Mapping | State of Louisiana<br>Department of Natural Resources<br>P.O. Box 94396<br>Baton Rouge, Louisiana 70804    | 2007                                  | Contract Amount \$300,000     |   |
| 5 Davis Pond Freshwater Diversion, Project BA-01 St. Charles Parish, Louisiana                                      | Abstracting/Title Research/<br>GIS Mapping | State of Louisiana<br>Department of Natural Resources<br>P.O. Box 94396<br>Baton Rouge, Louisiana 70804    | 2008                                  | Contract Amount \$300,000     |   |
| 6 Caernarvon Outfall Management/<br>Lake Lery Shoreline Protection, Project BS-16 Plaquemines Parish, Louisiana     | Abstracting/Title Research/<br>GIS Mapping | State of Louisiana<br>Department of Natural Resources<br>P.O. Box 94396<br>Baton Rouge, Louisiana 70804    | 2008                                  | Contract Amount \$300,000     |   |
| 7 INHC Hurricane Protection Project Orleans and St. Bernard Parishes, Louisiana                                     | Abstracting/Title Research/<br>GIS Mapping | State of Louisiana<br>Department of Natural Resources<br>P.O. Box 94396<br>Baton Rouge, Louisiana 70804    | 2008                                  | Contract Amount \$300,000     |   |
| 8 PPG Assets-GIS Data Mapping Project PPG Levee Project   | Abstracting/Title Research/<br>GIS Mapping | Baton Rouge, Louisiana 70804<br>Plaquemines Parish Government<br>8056 LA-23 #200<br>Belle Chasse, LA 70037 | 2012                                  | \$250,000.00                  |   |
| 9 Louisiana Road Home Project Louisiana Recovery Authority  | Abstracting/Title Research                 | Creighton, Richards, Higdon & Reeves, LLC<br>P.O. Box 4549<br>Baton Rouge, Louisiana 70821                 | 2012                                  | \$600,000.00                  |   |
| 10 Murphy Oil Spill Project St. Bernard Parish, Louisiana   | Abstracting/Title Research/<br>GIS Mapping | Global Risk Solutions<br>2626 Charles Drive<br>Chalmette, Louisiana 70043                                  | Ongoing                               | \$160,000.00                  |   |



# HAROLD J. ANDERSON, INC.

*Independent Petroleum Landmen*

381 Highway 21, Suite 205  
Madisonville, Louisiana 70447

2200 Pakenham Drive  
Chalmette, Louisiana 70043

Telephone (504) 276-5858

Facsimile (504) 277-0502

## COST PROPOSAL

RFP: Property Title and Closing Services  
LLT Maintenance and Disposition Program  
St. Bernard Parish Government  
Department of Public Works

| SERVICE DESCRIPTION | LUMP SUM VALUE |
|---------------------|----------------|
| TITLE SEARCH        | \$150.00       |
| ABSTRACT COMPLETION | \$250.00       |
| CLOSING COMPLETION  | \$900.00 * **  |

\*Does not include Title Curative Work, which would be billed by the hour and performed only with prior approval.

\*\* Title Premium dependent on value

## DELIVERABLES:

Upon completion of each closing, St. Bernard Parish Government, Department of Public works will be provided with the following:

1. Title Search – A search of the conveyance records of St. Bernard Parish back to the original deed of acquisition and then forward to present for any sales. Also providing a search of the mortgage, lien, suits and UCC's including all encumbrance records for 10 years. The search would be provided in a certified certificate of title for all dates, names, and indices run covered in the search and a copy of the instruments found.
2. Abstract Completion – A 30 year run sheet search of bound abstract or certificate of title provided from a search of the conveyance records (Vendor/Vendee) or back to the original deed of acquisition and forward to present in the conveyance, mortgage, liens, suits, UCC's and any other encumbrance records of St. Bernard Parish.
3. Closing Completion – A. Title Opinion; B. Title Curative Work; C. Closing and Recordation of Deed and Issuance of Title Policy.

At a volume of 50 (or more if needed) files per month, the flat fee proposal per file for Closing Completion would be as above noted. Services shall include:

- i.) Review of Abstract and Preparation/Issuance of Title Opinion (including title examination, attorney's fees and title opinion.
- ii.) Title Curative Work, if needed (billed by the hour and performed only with prior approval).
- iii.) Closing and recording Services (Title Premium dependent on value)

The above represents the cost to provide a rapid turnaround and does not include fees for any title curative work and assumes access to all Mortgage and Conveyance Books as well as Tax Records. We understand that St. Bernard Parish Government's goal is to proceed with this project in an expedited manner.

Finally, the above is an estimate and we reserve the right to amend the Fee Proposal by written notice to SBPG if it is determined that the flat rate is not sufficient to cover standard and customary costs.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/14/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|  |  |        |
|--|--|--------|
| PRODUCER<br><b>SUSAN PRICE GEOGHEGAN</b><br>6601 VETERANS MEMORIAL BLVD.<br>SUITE 17<br>METAIRIE, LA 70003 | CONTACT NAME: <b>GREG BEAUMONT</b>   |        |
|  | PHONE (A/C, No, Ext): 504-883-5553 FAX (A/C, No): 504-883-5578<br>E-MAIL ADDRESS: GREG@SF247.NET |        |
| INSURED<br><b>HAROLD J ANDERSON INC</b><br>381 HIGHWAY 21 UNIT B-205<br>MADISONVILLE LA 70447-3436         | INSURER(S) AFFORDING COVERAGE  | NAIC # |
|  | INSURER A : STATE FARM INSURANCE COMPANIES   | 25143  |
|  | INSURER B :  |        |
|  | INSURER C :  |        |
|  | INSURER D :  |        |
|  | INSURER E :  |        |
|  | INSURER F :  |        |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE  | ADDL INSR | SUBR WVD | POLICY NUMBER    | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|--|-----------|----------|------------------|-------------------------|-------------------------|--|
| A        | GENERAL LIABILITY<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | Y         | Y        | 98-EZ-1346-8     | 10/06/2015              | 10/06/2017              | EACH OCCURRENCE \$ 3,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 3,000,000<br>GENERAL AGGREGATE \$ 6,000,000<br>PRODUCTS - COMP/OP AGG \$ 6,000,000 |
| A        | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS  | Y         | Y        | 701 4886-E05-18E | 11/05/2015              | 11/05/2017              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$  |
|          | <input checked="" type="checkbox"/> UMBRELLA LIAB<br><input type="checkbox"/> EXCESS LIAB<br>DED RETENTION \$  | Y         | Y        | 98-CF-1898-0     | 02/01/2016              | 02/01/2017              | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000   |
| A        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH)<br>if yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N       | Y        | 98-BW-S975-4     | 09/20/2015              | 09/20/2017              | WC STATU-TORY LIMITS OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 5,000,000  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

## CERTIFICATE HOLDER

**ST BERNARD PARISH GOVERNMENT**  
**DEPARTMENT OF PUBLIC WORKS**  
**1125 EAST ST BERNARD HWY**  
**CHALMETTE, LA 70043**

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

# BERKLEY ASSURANCE COMPANY

A Stock Corporation

Domicile Office: 11201 Douglas Avenue, Urbandale, IA 50322

Administrative Office: 4820 Lake Brook Drive, Suite 100, Glen Allen, VA 23060

## ERRORS AND OMISSIONS – CLAIMS-MADE AND REPORTED COVERAGE DECLARATIONS

POLICY NUMBER: VUMC0126910

NEW

**NAMED INSURED AND ADDRESS:**

Scafidel Law Firm LLC  
4130 Canal St  
New Orleans, LA 70119

**PRODUCER'S NAME AND ADDRESS:**

Socius Insurance Services, Inc.  
301 Arthur Godfrey Road  
Suite 550  
Miami Beach, FL 33140

POLICY PERIOD: October 1, 2016 to October 1, 2017 at 12:01 a.m. Standard Time at your mailing address shown above.

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

**LIMITS OF INSURANCE:**

|                              |             |
|------------------------------|-------------|
| Aggregate Limit              | \$1,000,000 |
| Limit of Liability Per Claim | \$1,000,000 |

**NOTICE TO THE INSURED:**

THIS COVERAGE PART PROVIDES CLAIMS-MADE AND REPORTED COVERAGE WHICH PROVIDES LIABILITY COVERAGE ONLY IF A CLAIM IS MADE AND REPORTED IN WRITING DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD. PLEASE REVIEW THIS POLICY CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.

**RETROACTIVE DATE (APPLICABLE TO CLAIMS MADE COVERAGES ONLY):**

October 1, 2001

**DESCRIPTION OF BUSINESS:**

FORM OF BUSINESS: Limited Liability Company (LLC)

PROFESSIONAL SERVICES: Licensed Lawyers

## SCHEDULE OF FORMS AND ENDORSEMENTS

Policy Number: VUMC0126910  
Named Insured: Scafidel Law Firm LLC

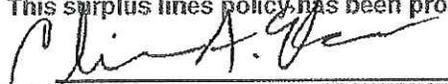
### FORMS ATTACHED TO AND MADE A PART OF THIS POLICY AT INCEPTION

| FORM NUMBER      | FORM TITLE   |
|------------------|--|
| VPRF 02 00 08 15 | Errors and Omissions - Claims-Made and Reported Coverage Declarations                  |
| SC-FORMS (11-10) | Schedule of Forms and Endorsements   |
| IL 00 17 11 98   | Common Policy Conditions   |
| VPRF 02 02 10 15 | Lawyers Professional Liability Coverage Form Claims-Made and Reported                  |
| IL 00 21 10 15   | Nuclear Energy Liability Exclusion Endorsement   |
| VPRF 10 04 06 16 | Title Agent / Abstractor / Escrow and Closing Agent - Additional Exclusion Endorsement |
| VPRF 11 12 07 15 | Errors and Omissions - HIPAA Proceedings   |
| VPRF 11 27 09 15 | Related Title Agency Services  |
| VPRF 11 29 10 15 | Network Security and Privacy Liability Coverage Sublimit                               |
| VUM SOS 01 16    | Service of Suit  |
| VUM 99 32 01 16  | Minimum Earned Premium   |

#### NOTICE

This insurance policy is delivered as a surplus line coverage under the insurance code of the State of Louisiana. In the event of insolvency of the company issuing this contract, the policyholder or claimant is not covered by the Louisiana Insurance Guaranty Association which guarantees only specific policies issued by an insurance company authorized to do business in Louisiana.

This surplus lines policy has been procured by the following licensed Louisiana surplus lines broker:



Signature of Licensed Louisiana Surplus Lines Broker or Authorized Representative

Christopher Alen Hook

Printed Name of Licensed Louisiana Surplus Lines Broker

# PRIVACY NOTICE

We collect nonpublic personal information about you from the following sources:

- Information we receive from you on applications or other forms; and/or
- Information about your transactions with us, our affiliates, or others; and/or
- Information we receive from a consumer reporting agency; and/or
- Information we receive from inspection reports.

We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law.

We may disclose nonpublic personal information about you to the following types of third parties:

- Financial service providers, such as insurance agents and/or brokers

We restrict access to nonpublic personal information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal standards to guard your nonpublic personal information.

# COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

## A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. 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.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

## B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

## C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

## D. Inspections And Surveys

1. We have the right to:
  - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- a. Are safe or healthful; or

- b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

## E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

## F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

# LAWYERS PROFESSIONAL LIABILITY COVERAGE FORM CLAIMS-MADE AND REPORTED

THIS IS A CLAIMS MADE AND REPORTED POLICY  
PLEASE READ CAREFULLY

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered and discuss the coverage with your insurance agent or broker.

Throughout this Policy the words "you" and "your" refer to the "Named Insured" shown in the Declarations, and any other person or organization qualifying as a "Named Insured" under this Policy. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under SECTION II - WHO IS AN INSURED.

Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION VII - DEFINITIONS.

In consideration of payment of the premium, in reliance upon the statements in the "application" (and all attachments and materials submitted therewith), and subject to all the provisions of this Policy, we agree with you as follows:

## SECTION I - COVERAGE

### 1. Insuring Agreement

- a. We will pay, in excess of the Deductible shown in the Declarations, those sums any insured becomes legally obligated to pay as "damages" because of an act, error or omission arising out of your "legal services" rendered or that should have been rendered. We will have the right and duty to defend any insured against a "claim" seeking those "damages." However, we will have no duty to defend any insured against any "claim" seeking "damages" for "legal services" to which this insurance does not apply. We may, at our discretion, investigate and settle any potential "claim" or "suit" that may result. However:
  - (1) The amount we will pay for "damages" is limited as described in SECTION III - LIMITS OF INSURANCE AND DEDUCTIBLE;
  - (2) Our right and duty to defend end when we have used up the applicable Limits of Insurance in the payment of judgments, settlements or defense costs.
- b. This insurance applies to "claims" for "damages" only if:
  - (1) The "damages" arise out of an act, error or omission in the conduct of an insured's "legal services";
  - (2) The "damages" arise out of "legal services" that took place subsequent to the Policy effective date or Retroactive Date, if applicable, and prior to the expiration of the Policy;
  - (3) The "claim" is reported in writing to us subsequent to the effective date and prior to the expiration date of the "Policy Period" or Extended Reporting Periods, if applicable; and
  - (4) A potential "claim", event or circumstance that could give rise to a subsequent covered "claim" is reported in writing to us during the "policy period."
- c. All "claims" for "damages" arising out of "legal services" to the same person or organization will be deemed to have been made at the time the first of those "claims" is made against any insured and reported to us.
- d. All "claims" that are logically or causally connected by any common fact, circumstance, situation, transaction, event, advice or decision, regardless of the number of "claims", "insureds", or claimants, will be considered to be one "claim" and will be deemed to have taken place at the time the first of

- (3) Any "claim", "suit", act, error or omission disclosed in the "application" for this Policy.
- b. Based on or directly or indirectly arising from an insured's "legal services" for:
  - (1) Any other insured under the Policy;
  - (2) Any firm, organization, entity or trust not named in the Declarations in which any insured
    - (a) has or had any ownership interest;
    - (b) is or was a director, officer, partner, principal, shareholder or employee; or
    - (c) at any time managed, operated or exercised direct or indirect control.

However (2) above does not apply to any entity that qualifies as "predecessor firm" or for "legal services" provided to an entity in which any Insured, individually or collectively have ownership representing 10% or less of the ownership of that entity.

- c. Based on or directly or indirectly arising out of the insured's services or capacity as an accountant or tax advisor, real estate agent or broker, investment advisor or broker, or insurance agent or broker;
- d. Based on or directly or indirectly arising out of the rights or duties under any agreement including disputes over fees for services;
- e. Based on or directly or indirectly arising out of any liability assumed by any insured under any contract or agreement. This exclusion does not apply to liability any insured would have incurred in the absence of such contract or agreement;
- f. Based on or directly or indirectly arising out of any actual or alleged bodily injury to or sickness, disease or death of any person, or damage to or destruction of any tangible property, including the loss of use thereof. This exclusion does not apply to an act, error or omission by or on behalf of the "Named Insured" in providing "legal services" that are otherwise covered by this policy;
- g. Based on or directly or indirectly arising out of or resulting from an act, error, or omission of an individual or entity with whom any insured shares common office space or common office facilities who is not an insured under this Policy;
- h. Based on or directly or indirectly arising out of or resulting from any insured's activities performed in the capacity of a fiduciary under the Employee Retirement Income Security Act of 1974 and its amendments or any regulation or order issued pursuant thereto; except if any insured is deemed to be a fiduciary solely by reason of legal advice rendered with respect to any employee benefit plan;
- i. Based on or directly or indirectly arising out of or resulting from any insured's capacity as an elected public official or as an employee of a governmental body, subdivision, or agency thereof unless an insured is deemed as an employee solely by virtue of rendering "legal services" to such governmental body, the remuneration for which services inures to the benefit of an insured;
- j. Based on or directly or indirectly arising out of or resulting from:
  - (1) Any act committed with knowledge of its wrongful nature or with the intent to cause damage;
  - (2) The gaining by any insured of any personal profit, gain or advantage to which an insured is not legally entitled; or
  - (3) Any criminal, fraudulent, or dishonest act.

However, we shall defend such allegations against any insured if it involves a "claim" otherwise covered under this Policy until final adjudication.

- k. Based on or directly or indirectly arising out of any "claim" based on discrimination by any insured on the basis of age, color, race, sex, creed, national origin, marital status, handicap, physical disability or sexual preference;
- l. For payment of any fine, sanction or penalty of any nature against any insured;
- m. Relating in whole or in part to the dissolution of any law firm unless an insured is not a party in the dissolution and the "claim" is based on or directly or indirectly arises out of any insured's representation of one or more parties to the dissolution;

4. The heirs, executors, administrators and legal representatives of each insured, as defined in 1., 2., and 3. above, in the event of death, incapacity or bankruptcy of such insured, but only for liability arising out of "legal services" rendered by any insured prior to such insured's death, incapacity, or bankruptcy.

### SECTION III -- LIMITS OF INSURANCE AND DEDUCTIBLE

1. Our liability for each "claim" covered under this Policy shall not exceed the amount stated in the Declarations as Limits of Insurance – Limit of Liability Per Claim. This limit is the maximum amount for which we are liable for the sum of all fees, costs and expenses incurred in the defense of and "damages" paid on each "claim" or "suit" covered hereunder.
2. Subject to Limits of Insurance – Limit of Liability Per Claim, our liability for all "claims" covered under this Policy shall not exceed the amount stated in the Declarations as Limits of Insurance – Aggregate Limit. This limit is the maximum amount for which we are liable for the sum of all fees, costs and expenses incurred in the defense of and "damages" paid for all "claims" covered under this Policy.
3. The number of insureds covered by the Policy shall not operate to increase the Limits of Insurance.
4. Two or more "claims" or "suits" arising out of the same, related or continuous "legal services" shall be considered a single "claim."
5. If two or more Policies of insurance issued by us apply to the same "claim" or "claims" for which any insured is legally liable, we shall not be liable under this Policy for more than the Limits of Insurance of that Policy issued by us which has the highest applicable Limits of Insurance. If the Limits of Insurance on each Policy is the same, only one limit will apply.
6. Our obligation under the Policy to pay "damages" on your behalf applies only to the amount of "damages" in excess of any Deductible amounts stated in the Declarations as applicable to such coverage.

We, at our sole election and option, may pay any part of or all the Deductible amount to effect settlement of any "claim" or "suit", and upon notification of the action taken, you shall reimburse us within thirty (30) days for such part of the Deductible amount as has been paid by us.

If an aggregate deductible is indicated in the Declarations, this Deductible applies as follows:

- a. All amounts you pay as Deductibles will be limited to the amount shown as the Aggregate Deductible; and
- b. All "damages" and fees, costs and expenses incurred in the defense of a "suit" will apply towards this Aggregate Deductible.

### SECTION IV – TERRITORY

This Policy only applies to "claims" which are brought in the United States, its territories or possessions, Puerto Rico or Canada.

### SECTION V – CONDITIONS

#### 1. Bankruptcy

Bankruptcy or insolvency of any insured or of the estate of an insured will not relieve us of our obligations under this Policy.

#### 2. Duties in the Event of a "Claim"

a. If during the "Policy Period" or any Extended Reporting Period (if applicable) a "claim" is brought against any insured arising out of an event or circumstance, you must:

- (1) Immediately record the specifics of the "claim" or "suit" and the date received;
- (2) Provide us with written notice of the "claim" or "suit" as soon as practicable, but in no event later than thirty (30) days after the end of the "Policy Period" or before the end of any Extended Reporting Period (if applicable);
- (3) Immediately send us copies of any demands, notices, summonses, or legal papers received in connection with the "claim" or "suit"; and

This information is incorporated into the policy and is material to our decision to issue this policy. You should review this information carefully, as the truth of this information was of paramount importance in influencing our decision to offer the terms and conditions under which this policy is issued.

You, on behalf of all insureds, warrant the truth of such information as of the effective date of this policy. You declare that you know of no "claim", incident, event, offense or circumstance which has taken place or becomes known prior to the effective date of this policy which may render inaccurate, untrue, incomplete or misleading any information or statement made in the "application" or other correspondence which is provided.

You understand that if such information is false or misleading, it may limit or void coverage under this policy.

#### 7. Transfer Of Rights Of Recovery Against Others To Us

If an insured has rights to recover all or part of any payment we have made under this Policy, those rights are transferred to us. No insured may do anything after a loss to impair our rights to recover any payment made under this policy. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

#### 8. Cancellation and Non-Renewal

This Policy may be cancelled by the First "Named Insured" by surrender thereof to us or by mailing to us written notice stating when thereafter the cancellation shall be effective. We may cancel this Policy by mailing a written notice to the First "Named Insured" at the address shown in this Policy. The effective dates of such cancellation shall be not less than thirty (30) days (ten (10) days for non-payment of premium) following mailing of the notice of cancellation. The time of surrender or the effective date of cancellation stated in the notice shall become the end of the "Policy Period".

Delivery of such written notice either by the First "Named Insured" or by us shall be equivalent to mailing. If this Policy is issued to comply with any law or regulation that requires notice of cancellation to any governmental body, cancellation shall not be effective until the required notice has been provided by you or us.

If we cancel this Policy, unearned premium shall be computed pro rata; if the First "Named Insured" cancels, the unearned premium shall be the customary short rate proportion of the premium. In either event, the applicable unearned premium shall be returned to the First "Named Insured" as soon as practicable following the effective date of the cancellation. Premium adjustment may be made either at the time cancellation is effective or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of the effective date of the cancellation.

If we elect not to renew this Policy for an additional "Policy Period", we shall mail written notice to the First "Named Insured" at the address shown in the Declarations. Such written notice of non-renewal shall be mailed at least thirty (30) days prior to the end of the "policy period".

#### 9. First "Named Insured" as Sole Representative

The First "Named Insured" shall act on behalf of all insureds with respect to completing the "application" for this insurance, including representing the truth and completeness of all information as required in SECTION V – CONDITIONS, 2. Duties in the Event of a "Claim" and SECTION V – CONDITIONS, 3. Notice of Potential "Claims", giving or receiving notice of cancellation or non-renewal, paying premium or receiving unearned premium, agreeing to any changes in this Policy, and electing whether or not to purchase the Supplemental Extended Reporting Period described in SECTION VI – EXTENDED REPORTING PERIODS.

#### 10. Change in Control; Mergers and Acquisitions

a. If, during the "Policy Period", any of the following events occur:

- (1) The acquisition of any "Named Insured", or all or substantially all of its assets, by another entity or the merger or consolidation of any "Named Insured" into or with another entity such that the "Named Insured" is not the surviving entity;

Option 1 – 1 Year, 150%  
Option 2 – 2 Years, 250%  
Option 3 – 3 Years, 350%

- a. You must give us a written request for the endorsement and pay any premium due within thirty (30) days after the end of the "policy period." The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.
- b. The Supplemental Extended Reporting Period starts when the Basic Extended Reporting period set forth in SECTION VI - EXTENDED REPORTING PERIODS 1.
- c. All premiums paid for the Supplemental Extended Reporting Period shall be deemed fully earned and non-refundable as of the first day of the Supplemental Extended Reporting Period.

However, there shall be no entitlement to these extensions if cancellation or non-renewal is due to your:

- (1) Non-payment of premium or Deductible due;
- (2) Failure to comply with the terms and conditions of the Policy; or
- (3) Misrepresentation or Fraud.

These extensions of coverage shall be subject to all the terms and conditions of this Policy and shall apply to any "claim" first made against an insured and reported to us that result from "damages" that arise out of a "legal service" performed subsequent to the Policy effective date or Retroactive Date, if any, and before the end of the "Policy Period."

The fact that the period during which a "claim" may be reported to us under this Policy is extended by virtue of the Basic and Supplemental Extended Reporting Periods does not in any way increase the Limits of Insurance of this Policy.

#### SECTION VII – DEFINITIONS

Defined terms are in quotation marks throughout this Policy and may be used in either the singular or plural, as appropriate.

1. "Application" means:
  - a. The "application", including any material submitted therewith, for this policy; and
  - b. The "application(s)", including any material submitted therewith, for all previous policies issued by us providing continuous coverage until the inception date of this Policy.
2. "Claim(s)" means a demand for monetary "damages" arising out of a "legal service" made against any insured by service of "suit", the institution of arbitration or administrative proceedings or otherwise, but does not include a demand for equitable or non-pecuniary relief. "Claim" includes related claims.
3. "Damages" means judgments, awards and settlements an insured is legally obligated to pay as a result of a "claim" to which this policy applies.
4. "Hazardous materials" means "pollutants", lead, asbestos, silica, mold, fungi or bacteria, or radon and materials containing them.
5. "Legal services" means usual and customary services of a licensed lawyer in good standing acting by or on behalf of the "Named Insured" described in the Declarations of this Policy including the following services as:
  - a. a Notary Public;
  - b. an Arbitrator or Mediator;
  - c. an Administrator, Conservator, Receiver, Executor, Trustee, Guardian or while acting in a similar fiduciary capacity for clients of the "Named Insured";
  - d. a member of a formal accreditation board, ethics review or peer review board if asked to serve on behalf of the "Named Insured";

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

ALLIED HEALTHCARE PROFESSIONAL COVERAGE FORM CLAIMS-MADE  
COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
FARM COVERAGE PART  
ERRORS AND OMISSIONS COVERAGE FORM CLAIMS-MADE  
EXCESS PROFESSIONAL LIABILITY POLICY  
GARAGE COVERAGE PART  
LAWYERS PROFESSIONAL LIABILITY COVERAGE FORM CLAIMS-MADE  
LAWYERS PROFESSIONAL LIABILITY COVERAGE FORM CLAIMS-MADE AND REPORTED  
LIQUOR LIABILITY COVERAGE PART  
LONG TERM CARE FACILITIES - PROFESSIONAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
REAL ESTATE SERVICES ERRORS AND OMISSIONS COVERAGE FORM CLAIMS-MADE  
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

- A. Under any Liability Coverage, to "bodily injury" or "property damage":
- (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
  - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
- C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:
- (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
  - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
  - (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## TITLE AGENT / ABTRACTOR / ESCROW AND CLOSING AGENT- ADDITIONAL EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

ERRORS AND OMISSIONS COVERAGE FORM CLAIMS-MADE  
LAWYERS PROFESSIONAL LIABILITY COVERAGE FORM CLAIMS-MADE

The following is added to EXCLUSIONS (SECTION I):

### **Owned Property**

Any damages arising out of services performed for properties that are owned, developed or built by:

1. Any insured;
2. A firm in which any insured has a financial interest; or
3. A firm under the same financial control as your business.

### **Illegal Profit**

Any damages arising out of any gain, profit or advantage to which the insured is not legally entitled.

### **Handling of Funds**

Any damages arising out of the commingling, conversion, misappropriation or defalcation of funds or other properties.

### **Discrimination**

Any damages arising out of "claims" or "suits" for harassment, misconduct or discrimination because of race, creed, color, age, sex, national origin, religion, disability, sexual preference or marital status.

### **Legal Services**

Any damages arising out of performance of or failure to perform professional legal services, except for such services rendered by or on behalf of the Named Insured shown on the Declarations page of this policy.

### **Fees, Deposits or Commissions**

Any "claims" for fees, deposits or commissions owing, arising out of disputes over fees or charges for services or goods.

### **Title Defects**

Any damages arising out of defects of title that are not recorded on public records or that any insured knew about at the time the title insurance policy was issued.

### **Breach of Authority of Instructions**

Any damages arising out of the intentional breach of underwriting authority or escrow instructions by any insured.

### **Signature Witness**

Any damages arising out of the certification or acknowledgement of a signature without the physical appearance who is or claims to be the person signing said instrument.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ERRORS AND OMISSIONS – “HIPAA PROCEEDINGS”

This endorsement modifies insurance provided under the following:

ERRORS AND OMISSIONS COVERAGE FORM CLAIMS-MADE

LAWYERS PROFESSIONAL LIABILITY COVERAGE FORM CLAIMS-MADE

The following has been added to SECTION IV – LIMITS OF INSURANCE:

1. Subject to the terms of this endorsement, we will pay up to the “HIPAA Proceedings” limit of insurance in the amount of the limits of insurance, for each “HIPAA Proceeding” and for all “HIPAA Proceedings” in the Aggregate regardless of the number of insureds and the number of such proceedings for the following:
  - a. Attorney fees and other reasonable costs, expenses or fees resulting from the investigation or defense of a “HIPAA Proceeding”; and
  - b. Any amounts which you are legally obligated to pay as a civil penalty or violation for your failure to comply with “HIPAA”, or any rules or regulations thereunder, but solely to the extent that such civil violations or penalty is related to a “HIPAA Proceeding”.
2. Payments made under the “HIPAA Proceedings” limit of insurance shall not exceed the amount stated in the Declarations as Aggregate Limits.
3. Any payments for “HIPAA Proceedings” made hereunder are subject to the Policy Deductible, if any.

These payments will reduce the limits of insurance stated in the Declarations.

The following has been added to Section VIII – DEFINITIONS:

“HIPAA Proceedings” means:

An administrative proceeding, including a complaint, investigation, or hearing instituted against you by the Department of Health and Human Services or its designee alleging a violation of responsibilities or duties imposed upon the Insured under the Health Insurance Portability and Accountability Act (“HIPAA”), or any rules or regulations promulgated thereunder, with respect to the management and disclosure of confidential and private health information, but solely to the extent that:

- a. Such proceeding is commenced during the policy period; and
- b. Reported to us within 30 days after the Insured receives notice of the proceeding, but in no event later than the end of the policy period.

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## NETWORK SECURITY AND PRIVACY LIABILITY COVERAGE SUBLIMIT

This endorsement modifies insurance provided under the following:

LAWYERS PROFESSIONAL LIABILITY COVERAGE FORM CLAIMS-MADE AND REPORTED

SECTION III – LIMITS OF INSURANCE AND DEDUCTIBLE is amended and the following added:

Subject to the Limit of Liability Per Claim and the Limit of Liability – Aggregate Limit stated in the Declarations, is the maximum amount for which we are liable under this policy for all “claims” based on or arising directly or indirectly out of Third Party exposure for “Network Security and Privacy Wrongful Acts” and First Party exposure for “Privacy Notification Costs”, “Crisis Management Expense”, “Data Restoration Loss”, “Cyber-Investigation Costs” and “Cyber Extortion Threat”, is subject to the Limits of Insurance described below:

|                  |           |
|------------------|-----------|
| Per Claim Limit: | \$100,000 |
| Aggregate Limit: | \$300,000 |

The Per Claim Limit and the Aggregate Limit above are subject to and not in addition to the Limit of Liability – Per Claim and the Limit of Liability - Aggregate Limit shown in the Declarations. Payments under the Per Claim Limit and Aggregate Limit above are part of and erode Limit of Liability – Per Claim and the Limit of Liability – Aggregate Limit shown in the Declarations.

No Extended Reporting Period applies to the coverage provided by this endorsement.

Solely as respects the coverage afforded by this endorsement, the following definitions are added:

1. “Crisis Management Expense” means reasonable and necessary costs of credit monitoring for individuals affected by the “Security Breach”. The reasonable and necessary costs of a public relations consultation of the Insured, incurred with the Insurer’s prior written consent, when such consultation will avert or mitigate material damage to the Insured’s reputation that results or reasonably could result from a “Security Breach”.
2. “Cyber Extortion Threat” means a threat or series of threats made against the Insured by a third party to cause or prolong a “Security Breach” or denial-of-service attack. The reasonable and necessary costs made with the Insurer’s prior written approval to third parties who have made a “Cyber Extortion Threat”, as well as reasonable and necessary costs incurred by the Insured in responding to such “Cyber Extortion Threat”.
3. “Cyber Investigation” means reasonable and necessary costs of computer or network security consultation incurred with the Insurer’s prior written consent for the purpose of investigating the cause of a “Security Breach” in order to prevent or mitigate further harm that could result from such “Security Breach”.
4. “Data Asset(s)” means any data or information of any kind maintained by or on behalf of the Insured, whether maintained in electronic form or otherwise.
5. “Data Restoration Loss” means the reasonable and necessary costs of restoring any “Data Asset” maintained in electronic form by or on behalf of an Insured, where such “Data Asset” was

Solely as respects the coverage afforded by this endorsement, the following exclusions are added:

1. For any claim caused by access to the Named Insured's computer system by any government, governmental agency or sub agency, or any agents thereof while acting on behalf of such entity.
2. For any claim based upon, or arising out of, relating to, directly or indirectly resulting from, or in any way involving any actual or alleged "Electronic Media injury".
3. For any claim based upon, or arising out of, any "Security Breach" resulting from the knowing and intentional failure of the Insured to maintain "Security Systems".
4. For any claim based upon, or arising out of the knowing and intentional failure by the Insured to maintain minimum commercially reasonable standards of "Security Systems" to protect the security of computer systems and "Data Assets".
5. For any claim based upon, or arising out of the knowing and intentional failure of the Insured to comply with any measures or requirements for "Security Systems" that the Insured is required to follow by law, contract or industry standard including but not limited to Health Insurance Portability and Accountability Act, Gramm-Leach-Bliley Act, or the Payment Card Industry Data Security Standard.

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## MINIMUM EARNED PREMIUM

This endorsement modifies insurance provided under the following:

ALLIED HEALTHCARE PROFESSIONAL COVERAGE FORM CLAIMS-MADE  
COMMERCIAL EXCESS LIABILITY  
COMMERCIAL EXCESS PROPERTY INSURANCE COVERAGE  
COMMERCIAL GENERAL LIABILITY COVERAGE  
COMMERCIAL INLAND MARINE COVERAGE  
COMMERCIAL PROPERTY COVERAGE  
ERRORS AND OMISSIONS COVERAGE FORM CLAIMS-MADE  
EXCESS PROFESSIONAL LIABILITY POLICY  
GARAGE COVERAGE  
LAWYERS PROFESSIONAL LIABILITY COVERAGE FORM CLAIMS-MADE  
LAWYERS PROFESSIONAL LIABILITY COVERAGE FORM CLAIMS-MADE AND REPORTED  
LONG TERM CARE FACILITIES – PROFESSIONAL LIABILITY COVERAGE PART  
OWNERS CONTRACTORS PROTECTIVE LIABILITY COVERAGE  
PRODUCTS COMPLETED OPERATIONS LIABILITY COVERAGE  
RAILROAD PROTECTIVE LIABILITY COVERAGE  
REAL ESTATE SERVICES ERRORS AND OMISSIONS COVERAGE FORM CLAIMS-MADE

This endorsement sets forth the minimum earned premium for the policy which is calculated in accordance with the following:

1. The minimum premium for the policy period is \$12,186 of the total policy premium as shown on the Declarations plus any premium adjustment due to endorsements and any additional premium developed by premium audit; and
2. Audits that result in a return premium will not reduce the minimum premium as stated in 1. above; and
3. If the insured cancels this policy and the policy is not subject to premium audit, the return premium will be 90% of the unearned policy premium. In no event, however, will the company retain less than 25% of the minimum premium as stated in 1. above.; and
4. If the insured cancels this policy and the policy is subject to premium audit, the earned premium will be determined by the final audit. In no event, however, will the company retain less than 25% of the minimum premium as stated in 1. above; and
5. If the company cancels the policy for any reason other than for non-payment of premium, the insured will be returned the full amount of the unearned premium without any minimum premium restrictions.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

# BERKLEY ASSURANCE COMPANY

A Stock Corporation

Domicile Office: 11201 Douglas Avenue, Urbandale, IA 50322

Administrative Office: 4820 Lake Brook Drive, Suite 100, Glen Allen, VA 23060

## EXCESS PROFESSIONAL LIABILITY DECLARATIONS

POLICY NUMBER: VUMC0126920

NEW

### NAMED INSURED AND ADDRESS:

Scafidel Law Firm LLC  
4130 Canal St  
New Orleans, LA 70119

### PRODUCER'S NAME AND ADDRESS:

Socius Insurance Services, Inc.  
301 Arthur Godfrey Road  
Suite 550  
Miami Beach, FL 33140

POLICY PERIOD: October 1, 2016 to October 1, 2017 at 12:01 a.m. Standard Time at your mailing address shown above.

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

### LIMIT OF INSURANCE:

|                              |             |
|------------------------------|-------------|
| Limit of Liability Per Claim | \$1,000,000 |
| Aggregate Limit              | \$1,000,000 |

### SCHEDULE OF UNDERLYING INSURANCE:

Per form CEXC1001 Schedule of Underlying Insurance

### DESCRIPTION OF BUSINESS:

FORM OF BUSINESS: Limited Liability Company (LLC)

BUSINESS DESCRIPTION: Licensed Lawyers

### PREMIUM

LA SL TAX: \$177.32

|                                     |          |                                    |
|-------------------------------------|----------|------------------------------------|
| Policy Premium                      | \$ 3,656 | Total Premium is Minimum & Deposit |
| Terrorism Premium                   | \$ 0     | Minimum Earned Premium: 25%        |
| Total Shown is Payable at Inception | \$ 3,656 |                                    |

### FORMS AND ENDORSEMENTS (Other than applicable Forms and Endorsements shown elsewhere in the policy)

Forms and Endorsements applying to this Coverage Part and made a part of the policy at time of issue:  
SEE SC-FORMS (11-10) – SCHEDULE OF FORMS AND ENDORSEMENTS.

### NAME AND ADDRESS OF UNDERWRITING OFFICE:

Verus Underwriting Managers  
4820 Lake Brook Drive, Suite 100  
Glen Allen, VA 23060  
Phone: (804) 525-1360 See Claims Notice for Claims contact information.

THESE DECLARATION(S) TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S), AND ANY ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

IN WITNESS WHEREOF, Berkley Assurance Company designated herein has executed and attested these presents.

# SCHEDULE OF UNDERLYING INSURANCE

The limits shown below reflect your underlying limits. We attach over only those lines of coverage (A, B, C or D) where underlying limits are shown. Coverage afforded under this policy is subject to all forms, endorsements, exclusions, definitions, terms and conditions of the underlying policy.

## Type of Policy

## Limits of Liability

### A. COMMERCIAL GENERAL LIABILITY: N/A

|  |                  |    |
|--|------------------|----|
| Company:   |                  |    |
| Policy No:   |                  |    |
| Effective Date:  | Expiration Date: |    |
| Each Occurrence Limit  |                  | \$ |
| General Aggregate Limit (Other than Products-Completed Operations) |                  | \$ |
| Products-Completed Operations Aggregate Limit                      |                  | \$ |
| Personal & Advertising Injury Limit                                |                  | \$ |

### B. AUTOMOBILE LIABILITY: N/A

|                       |                  |                  |
|-----------------------|------------------|------------------|
| Company:              |                  |                  |
| Policy No:            |                  |                  |
| Effective Date:       | Expiration Date: |                  |
| CSL                   |                  | \$ Each Accident |
| Hired/Non-Owned Limit |                  | \$ Each Accident |

### C. EMPLOYER'S LIABILITY: N/A

|  |                  |                    |
|--|------------------|--------------------|
| Company:   |                  |                    |
| Policy No:                                       |                  |                    |
| Effective Date:                                  | Expiration Date: |                    |
| Employers' Liability – Bodily Injury by Accident |                  | \$ Each Accident   |
| Employers' Liability – Bodily Injury by Disease  |                  | \$ Aggregate Limit |
| Employers' Liability – Bodily Injury by Disease  |                  | \$ Each Employee   |

### D. OTHER LIABILITY: Professional Liability E&O

|                              |                           |                             |
|------------------------------|---------------------------|-----------------------------|
| Company:                     | Berkley Assurance Company |                             |
| Policy No:                   | VUMC0126910               |                             |
| Effective Date:              | 10/01/2016                | Expiration Date: 10/01/2017 |
| Aggregate Limit              |                           | \$1,000,000                 |
| Limit of Liability Per Claim |                           | \$1,000,000                 |
| Retro Date                   |                           | 10/01/2001                  |

# PRIVACY NOTICE

We collect nonpublic personal information about you from the following sources:

- Information we receive from you on applications or other forms; and/or
- Information about your transactions with us, our affiliates, or others; and/or
- Information we receive from a consumer reporting agency; and/or
- Information we receive from inspection reports.

We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law.

We may disclose nonpublic personal information about you to the following types of third parties:

- Financial service providers, such as insurance agents and/or brokers

We restrict access to nonpublic personal information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal standards to guard your nonpublic personal information.

# EXCESS PROFESSIONAL LIABILITY POLICY

Various provisions of this policy restrict coverage. Read the entire policy carefully to determine rights, duties, and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing the insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section 2 – Definitions and relevant references in the text of this policy

## Section 1 - Insuring Agreements

1. The Company hereby agrees to pay on behalf of the Insured that portion of "Ultimate Net Loss" in excess over the limits of "Underlying Insurance" as shown in the Schedule of Underlying Insurance, but only up to an amount not exceeding the Company's Limit of Liability as show in the Declarations. The Company agrees that the policy applies over both the "Underlying Insurance" and "Other Insurance" Except for the Terms, Definitions, Conditions and Exclusions of this policy, the coverage provided by this policy will follow the "Underlying Insurance" policy as shown in the Schedule of Underlying Insurance. In no event will this policy grant broader coverage than that provided by the most restrictive policy included in the "Underlying Insurance". If the "Underlying Insurance" does not pay for any claim or suit for any reason other than exhaustion of the policy limit, then the Company will not pay such claim or suit.
2. The inclusion or addition hereunder of more than one Insured will not increase the Company's Limit of Liability beyond that set forth in the Declarations.
3. If "Underlying Insurance" provides for any sublimit of liability, this policy will not apply in excess of such sublimit.
4. This insurance applies to "Ultimate Net Loss" that takes place in the "Coverage Territory".

## Section 2 - Definitions

All Definitions contained in the Underlying Insurance apply to this policy.

### 1. "Each Annual Period"

The term "Each Annual Period" will mean consecutive period of one year commencing from the inception date of this policy.

### 2. "Ultimate Net Loss"

The term "Ultimate Net Loss" will mean all sums which the Insured will become legally obligated to pay as damages, including interest thereon, whether by reason of adjudication or settlement because of injury or damage, after making deductions of all recoveries and for other valid and collectible insurance, excepting however the policy(ies) of the underlying insurer(s). "Ultimate Net Loss" will exclude all interest accruing after entry of judgment, costs, and expenses, except with the consent of the Company.

### 3. "Underlying Insurance"

The term "Underlying Insurance" will mean the policy or policies listed in the Schedule of Underlying Insurance.

### 4. "Coverage Territory"

The "Coverage Territory" will be deemed to be anywhere in the world, with the exception of any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America,

**3. Defense**

The Company will not be required to assume the investigation, settlement or defense of any claim made, or suit brought, or proceedings instituted against the Insured or your underlying carrier or both, but will have the right and be given the opportunity to be associated in the investigation, adjustment, settlement or defense and trial of any such claim, suit or proceeding relative to any occurrence which, in the opinion of the Company, may create liability on the part of the Company under the terms of this policy. The Company may also settle any claim or suit, which in the opinion of the Company, may create liability on the part of the Company under the terms of this policy.

If the Company avails itself of the right and opportunity to associate in the investigation, adjustment, settlement or defense of a claim the Company will do so at its own expense but not after the limits of this policy are exhausted. Court costs and interest, if incurred with the consent of the Company, will be borne by the Company and other interested parties in the proportion that each party's share of the "Ultimate Net Loss" bears to the total amount of "Ultimate Net Loss" sustained by all interested parties.

**4. Cancellation**

This policy may be canceled by the Named Insured by surrender thereof to the Company or by mailing to the Company written notice stating when thereafter the cancellation will be effective. This policy may be canceled by the Company by mailing to the Named Insured at the address shown in this policy, written notice stating when such cancellation will be effective; provided that the date of such cancellation by the Company will not be less than ten (10) days from the date of the notice of cancellation for non-payment of the premium or thirty (30) days from the date of the notice of cancellation for any reason other than non-payment of the premium. The mailing of notice as aforesaid will be sufficient proof of notice. The time of the surrender or the effective date and hour of cancellation stated in the notice will become the end of the policy period. Delivery of such written notice, either by the Named Insured or by the Company, will be equivalent to mailing.

This policy will terminate immediately upon the termination of any "Underlying Insurance", whether by the Insured or by the issuer of the "Underlying Insurance". Notice of cancellation or non-renewal of all or part of the "Underlying Insurance" duly given by any such insurer will serve as notice of the cancellation or non-renewal of this policy by the Company.

The Insured first named in the Underlying Insurance is authorized to act on behalf of all Named Insureds and other Insureds with respect to the giving and receiving of notice of cancellation and to be receiving of any return premium that may become payable under this policy.

If the Named Insured cancels, earned premium will be computed in accordance with the short rate table and procedure in use for this policy. If the Company cancels, earned premium will be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation. In the event of cancellation by the Named Insured, earned premium will in no case be less than the Policy Minimum Premium stated in the Declarations.

**5. Maintenance of and Changes to "Underlying Insurance"**

As a condition precedent to coverage under this policy, the limits of the "Underlying Insurance" will be maintained in full effect during the currency of this policy except for reduction of such limits by exhaustion of aggregate limits (if any) contained therein by paying or by having been held liable to pay for damages because of a negligent act, error or omission, whichever is applicable, during "Each Annual Period" of this policy. Failure of the Insured to comply with the foregoing will not invalidate this policy, but in the event of such failure, the Company will be liable only to the extent that it would have been held liable had the Insured complied therewith.

The Company will only be liable under this policy in the event of reduction or exhaustion of all of the limits of the "Underlying Insurance" and any other valid and collectible insurance by payment in connection with claim(s), and the Company will in no event drop down for any reason whatsoever including, but not limited to: (a) any exhaustion of a sublimit of any "Underlying Insurance"; or (b) uncollectibility, in whole or in part, of any "Underlying Insurance" whether due to financial impairment or insolvency, liquidation, or for any other reason; or (c) failure of the Insured to maintain any "Underlying Insurance". Uncollectibility of Underlying Insurance for any reason is expressly retained by the Insured, and is not assumed or insured by the Company.

- a. The bankruptcy, insolvency or inability to pay of any Insured, or of any Insured's estate, will not relieve us of our obligation to pay damages covered by this Policy.
- b. In the event of bankruptcy, insolvency or refusal or inability to pay, of any underlying insurer, the insurance afforded by this Policy will not replace such underlying insurance, but will apply as if all the limits of any "Underlying Insurance" are fully available and collectible.

**13. Service of Suit**

Pursuant to any statute of any state, territory or District of the United States which makes provision therefore, we hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as our true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of you or any beneficiary hereunder, arising out of this Policy.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a) Any "nuclear reactor";
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## MINIMUM EARNED PREMIUM

This endorsement modifies insurance provided under the following:

ALLIED HEALTHCARE PROFESSIONAL COVERAGE FORM CLAIMS-MADE  
COMMERCIAL EXCESS LIABILITY  
COMMERCIAL EXCESS PROPERTY INSURANCE COVERAGE  
COMMERCIAL GENERAL LIABILITY COVERAGE  
COMMERCIAL INLAND MARINE COVERAGE  
COMMERCIAL PROPERTY COVERAGE  
ERRORS AND OMISSIONS COVERAGE FORM CLAIMS-MADE  
EXCESS PROFESSIONAL LIABILITY POLICY  
GARAGE COVERAGE  
LAWYERS PROFESSIONAL LIABILITY COVERAGE FORM CLAIMS-MADE  
LAWYERS PROFESSIONAL LIABILITY COVERAGE FORM CLAIMS-MADE AND REPORTED  
LONG TERM CARE FACILITIES – PROFESSIONAL LIABILITY COVERAGE PART  
OWNERS CONTRACTORS PROTECTIVE LIABILITY COVERAGE  
PRODUCTS COMPLETED OPERATIONS LIABILITY COVERAGE  
RAILROAD PROTECTIVE LIABILITY COVERAGE  
REAL ESTATE SERVICES ERRORS AND OMISSIONS COVERAGE FORM CLAIMS-MADE

This endorsement sets forth the minimum earned premium for the policy which is calculated in accordance with the following:

1. The minimum premium for the policy period is \$3,656 of the total policy premium as shown on the Declarations plus any premium adjustment due to endorsements and any additional premium developed by premium audit; and
2. Audits that result in a return premium will not reduce the minimum premium as stated in 1. above; and
3. If the insured cancels this policy and the policy is not subject to premium audit, the return premium will be 90% of the unearned policy premium. In no event, however, will the company retain less than 25% of the minimum premium as stated in 1. above.; and
4. If the insured cancels this policy and the policy is subject to premium audit, the earned premium will be determined by the final audit. In no event, however, will the company retain less than 25% of the minimum premium as stated in 1. above; and
5. If the company cancels the policy for any reason other than for non-payment of premium, the insured will be returned the full amount of the unearned premium without any minimum premium restrictions.

***ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.***