

LISKOW & LEWIS

A Professional Law Corporation

One Shell Square
701 Poydras Street, Suite 5000
New Orleans, LA 70139
(504) 581-7979 Main
(504) 556-4108 Fax

www.Liskow.com

September 12, 2019

822 Harding Street
Post Office Box 52008
Lafayette, LA 70505
(337) 232-7424 Main
(337) 267-2399 Fax

Emily J. Randazzo

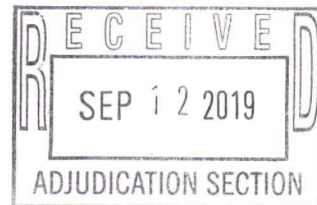
1001 Fannin Street
Suite 1800
Houston, TX 77002
(713) 651-2900 Main
(713) 651-2908 Fax

Direct: (504) 556-4059
erandazzo@Liskow.com

BY HAND DELIVERY

U.S. Department of the Interior
Bureau of Ocean Energy Management
Gulf of Mexico OCS Region
1201 Elmwood Park Boulevard
New Orleans, Louisiana 70123-2394
Adjudication Unit: MS-5421
Attention: Ms. Bernadette Thomas

Re: OCS 00310, South Marsh Island Area
Our File No. 60897.0019



Dear Ms. Thomas:

Enclosed please find a certified copy of the following document pertaining to Lease OCS 00310 which is being submitted for filing purposes only. **Please file this document under Category 5 of the Non-Required files for Lease OCS 00310:**

1. Act of Contribution, Exchange, Transfer and Conveyance of Property by James A. Noe, III, (Grantor) to Tingley L.L.C., (Grantee), dated August 15, 2019.

Also enclosed herewith is the pay.gov receipt in the amount of \$29.00 each the document being submitted, evidencing payment for filing the enclosed documents in the Non-Required file for Lease OCS 00310.

Please file the enclosed document together with a copy of this letter, in the **non-required** files related to Lease OCS 00310. Thank you for your attention to this request.

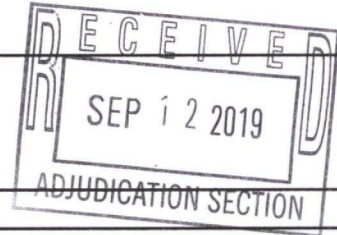
Sincerely,

A handwritten signature in blue ink, appearing to read "Emily J. Randazzo". The signature is fluid and cursive.

Emily J. Randazzo
Corporate Paralegal

Iberia Parish Certified Copy

David Ditch Clerk of Court
Iberia Parish
P. O. Drawer 12010
New Iberia, LA 70562-2010
(337) 365-7282



Received From :
LISKOW & LEWIS

First VENDOR
NOE, JAMES A III

First VENDEE
TINGLEY LLC

Index Type : CONVEYANCES

File Number : 2019-00007407

Type of Document : TRANSFER

Book : 1672 Page : 813

Recording Pages : 10

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Iberia Parish, Louisiana.

On (Recorded Date) : 08/28/2019

At (Recorded Time) : 12:54:57PM



Doc ID - 010324280010

IBERIA PARISH
DAVID DITCH CLERK OF COURT
Parish of Iberia
I certify that this is a true copy of the attached
document that was filed for registry and
Recorded 08/28/2019 at 12:54:57
Recorded in Book 1672 Page 813
File Number 2019-00007407

Sharon A. Freym
Deputy Clerk

Return To :

Act of Contribution, Transfer and
 Conveyance of Property

By: James A. Noe, III

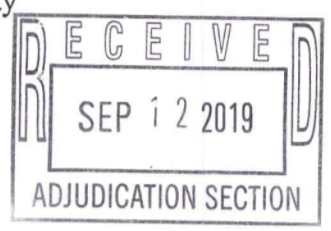
To: Tingley L.L.C.

* * * * *

United States of America

State of California

San Francisco County



Be it known that on the dates set forth below, before the undersigned Notary Public, duly commissioned and qualified in and for the above referenced County and State, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared:

- (1) James A. Noe, III, a person of the full age of majority, mailing address 215 Tingley Street, San Francisco, CA 94112, Social Security No. xxx-xx-2099; and
- (2) Tingley L.L.C., a Louisiana limited liability company, appearing through its undersigned manager, James A. Noe, III, duly authorized as evidenced by an authorization certificate annexed hereto and made a part hereof. The mailing address for Tingley L.L.C. is 215 Tingley Street, San Francisco, CA 94112, Social Security No. xxx-xx-2099.

The appearing parties declared as follows:

Recitals:

- A. James A. Noe, III is the owner of certain mineral interests, immovable property, and related property interests described on Exhibit A annexed hereto and made a part hereof.
- B. Tingley L.L.C. is a limited liability company organized under the laws of Louisiana as a Louisiana limited liability company, registered with the Secretary of State of Louisiana under Charter No. 43537605K. James A. Noe, III is the 100% equity owner and sole member of Tingley L.L.C.
- C. James A. Noe, III, (the "Transferor"), has determined to contribute, transfer, convey and deliver certain mineral interests, immovable property, and related property interests described on Exhibit A annexed hereto and made a part hereof, as a capital contribution to Tingley L.L.C., in exchange for issuance by Tingley L.L.C., of additional capital membership interests to the Transferor.

Now therefore, Transferor hereby exchanges with, contributes, conveys, transfers, sets over, and assigns to Tingley L.L.C., and delivers full and unconditional possession to Tingley L.L.C. of the property described on Exhibit "A" annexed hereto and made a part hereof, together with any other right, title and interest of Transferor in the oil, gas and other minerals in, on, under or that may be produced from the property described and referenced in Exhibit "A" (the "Transferred Property"). Tingley L.L.C. appears herein and accepts title, delivery and possession of the Transferred Property on the terms and conditions set forth herein. Tingley L.L.C., in exchange for the conveyance to Tingley L.L.C. of the Transferred Property, hereby recognizes that the capital account of Transferor in Tingley L.L.C. has been increased by the

value of the Transferred Property, according to the 100% equity and membership interest of James A. Noe, III in Tingley L.L.C.. Transferor assigns and conveys to Tingley L.L.C. any and all rights, claims and causes of action, known or unknown, that Transferor may have or that may inure to Transferor against any third person as a result of any loss of, damage to or contamination of the Transferred Property occurring at any time prior to the date of this capital contribution, including without limitation any such claims against any mineral lessee, surface owner, mineral servitude owner, or operator.

TO HAVE AND HOLD, the Transferred Property unto Tingley L.L.C., its successors and assigns, forever.

This conveyance of the Transferred Property is made and accepted as a contribution of additional capital by Transferor to Tingley L.L.C., and by the addition of the Transferred Property to the capital account of Transferor in Tingley L.L.C., contemporaneously with the execution of this instrument. Transferor acknowledges that the addition of the Transferred Property to the capital account of Transferor in Laneco constitutes full and adequate consideration to Transferor for the conveyance by Transferor of the Transferred Property to Tingley L.L.C.. Transferor (i) acknowledges that the additional capital membership interest of Transferor acquired by Transferor in this instrument is of full and equivalent value to the Transferred Property, (ii) acknowledges that Transferor has received full and adequate consideration of the conveyance of the Transferred Property, and (iii) grants full acquittance to Tingley L.L.C..

Transferor and Tingley L.L.C. expressly agree that the Transferred Property transferred and conveyed herein is transferred and conveyed by Transferor and accepted by Tingley L.L.C. "AS IS, WHERE IS," without any warranty whatsoever with respect to the condition of the property or any of its components or parts or contents, and without any warranty whatsoever with respect to the fitness of the property for any particular or general use or purpose. Tingley L.L.C. has fully inspected the Transferred Property and its component parts and is completely satisfied with its current condition. Tingley L.L.C. expressly acknowledges the foregoing and waives any right or cause of action which Tingley L.L.C. has or may have to rescind or dissolve this conveyance or to demand a reduction in purchase price based upon the existence of any redhibitory or other vices or defects or based upon the unsuitability of the Transferred Property or any of its components or parts for the intended use of Tingley L.L.C., or any other use, and without limitation, Tingley L.L.C. affirmatively irrevocably waives, disclaims and renounces all claims and causes of action for redhibition pursuant to Louisiana Civil Code Articles 2520 et seq, or for diminution of purchase price pursuant to Louisiana Civil Code Articles 2541, et seq. Tingley L.L.C. acknowledges and agrees that the foregoing irrevocable waiver, disclaimer, and renunciation of warranties and claims have been fully explained to Tingley L.L.C. and that Tingley L.L.C. understands the same. Transferor and Tingley L.L.C. jointly acknowledge and agree that the foregoing irrevocable waiver, disclaimer and renunciation are of the essence of this instrument and this instrument would not otherwise have been agreed to, entered into or executed unless such irrevocable waiver, disclaimer and renunciation had been included herein.

Transferor and Tingley L.L.C. acknowledge that no title examination or survey has been requested or made with respect to the Transferred Property and that no tax, mortgage,

conveyance or other certificates relating to such property have been procured or attached to this act. Transferor and Tingley L.L.C. release the undersigned Notary Public, and the surety for the undersigned Notary Public, from all obligations with respect to certificates required by law or customarily provided and acknowledge that the undersigned Notary Public has no responsibility to Transferor, Tingley L.L.C., or their respective successors and assigns in connection therewith.

In accordance with La. R.S. 9:2721(B), from and after the date of this Transfer and Conveyance, (a) Tingley L.L.C. shall be responsible for all property taxes and assessments relating to the Transferred Property, and (b) all property tax and assessment notices that may be applicable to the Transferred Property should be mailed to the following address:

Tingley L.L.C.
215 Tingley Street
San Francisco, CA 94112


[SIGNATURES ON FOLLOWING PAGE]

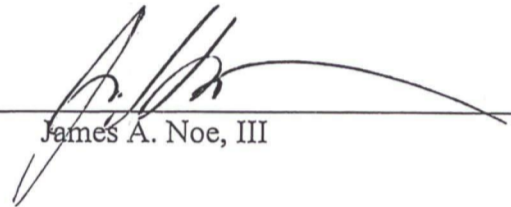
STATE OF CALIFORNIA

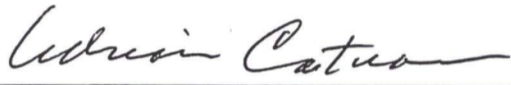
COUNTY OF San Francisco

THUS DONE AND PASSED on the 15 day of August, 2019, in multiple originals, in San Francisco, California, in the presence of the undersigned witnesses and Notary Public, after due reading of the whole.

Witnesses to all signatures:

x 
Print name: THOMAS R. LUCHINI


James A. Noe, III

x 
Print name: ADRIAN CATUAR

SEE ATTACHED

NOTARY CERTIFICATE 8/15/19

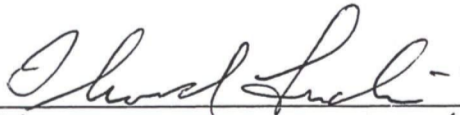
Notary Public

STATE OF CALIFORNIA

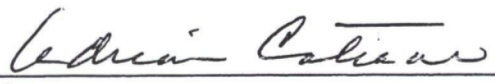
COUNTY OF San Francisco


THUS DONE AND PASSED on the 15 day of August, 2019, in multiple originals, in San Francisco, _____ County, California, in the presence of the undersigned witnesses and Notary Public, after due reading of the whole.

WITNESSES:

x 
Print name: THOMAS R. LUCHINI

Tingley L.L.C., a Louisiana limited liability company

x 
Print name: ADRIAN CATUAR

By: 
James A. Noe, III, Manager

SEE ATTACHED

Notary Public

Signature page and certificate bear embossment

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

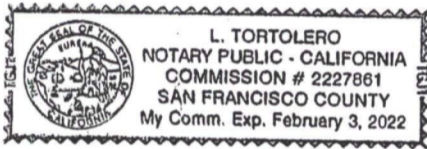
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of SAN FRANCISCO)
On AUGUST 15th, 2019 before me, L. TORTOLERO, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer
personally appeared JAMES A. NOE III
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

VERMILION & IRINA PARISHES
Description of Attached Document ACT OF CONTRIBUTION, TRANSFER &
Title or Type of Document: CONVEYANCE OF PROPERTY Document Date: Aug. 15th 2019
Number of Pages: 4 Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name:
Corporate Officer - Title(s):
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:
Signer Is Representing:

Signer's Name:
Corporate Officer - Title(s):
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:
Signer Is Representing:

Signature page and certificate bear embossment.

Exhibit "A"
To Distribution, Transfer and Conveyance of Property
By
James A. Noe, III
To
Tingley, L.L.C.

Vermilion and Iberia Parishes

An undivided 5/18th overriding royalty interest in and to the following oil, gas or other minerals located in Vermilion and Iberia Parishes, Louisiana described as follows:

An undivided 31% of 1/32nd overriding royalty interest in oil, gas or other minerals which may be produced under Lease No. 340 by the State of Louisiana to W. T. Burton, dated February 7, 1936, registered March 17, 1936, in Conveyance Book 124, page 615, Vermilion Parish and Conveyance Book 126, page 185, Iberia Parish, insofar as said lease covers the following:

SOUTH MARSH ISLAND PROSPECT

All of the property now or formerly constituting the beds and other bottoms of lagoons, lakes, gulfs, bays, coves, sounds, inlets and other water bodies, and also all islands and other lands belonging to the State of Louisiana, and covered by State Mineral Lease No. 340, and being situated or included within the following described boundaries:

Beginning at a point in the South shore line of Marsh Island which is 6900 feet West of North and South line drawn through U.S. Coast and Geodetic Survey Triangulation Station "LA CROIX" 1933 (Station Latitude 29° 32' 17.947" and Longitude 91° 57' 23.461", North American Datum of 1927); thence South into the marginal or maritime belt of the Gulf of Mexico to the extreme limit or boundary of the domain, territory and sovereignty of the State of Louisiana; thence Easterly along said limit or boundary to a point which is 32,900 feet East of a North and South line drawn through said Station "LA CROIX"; thence North through the Gulf of Mexico to the South shore of Marsh Island; thence Westerly following on and along the shore of Marsh Island and the boundary of State Mineral Lease No. 340 to the PLACE OF BEGINNING.

SOUTHWEST MARSH ISLAND PROSPECT

All of the property now or formerly constituting the beds and bottoms of lagoons, lakes, gulfs, bays, coves, sounds, inlets and other water bodies, and also all islands and other lands belonging to the State of Louisiana, and covered by State Mineral Lease No. 340, and being situated or included within the following described boundaries:

Beginning at a point in the South shore line of Marsh Island which is 6900 feet West of a North and South line drawn through U.S. Coast and Geodetic Survey Triangulation Station "LA CROIX" 1933 (Station Latitude 29° 32' 17.947", and Longitude 91° 57' 23.461", North American Datum of 1927), which point is also the Northwest corner of the South Marsh Island Prospect hereinabove described; thence South into the marginal or maritime belt of the Gulf of Mexico following on and along the West boundary of the South Marsh Island Prospect hereinabove described, to the extreme limit or boundary of the domain, territory and sovereignty of the State of Louisiana; thence Westerly along said limit or boundary to a point which is 58,000 feet West of a North and South line drawn through the Northeast corner of the Southwest Marsh Island Prospect; thence North through the Gulf of Mexico to the South shore of Vermilion Parish and the North boundary of State Mineral Lease No. 340; thence Easterly following on and along the South shore of Vermilion Parish and on the North boundary of State Mineral Lease No. 340, crossing Southwest Pass and continuing Southeasterly to the PLACE OF BEGINNING.

Together with the right to reassignment of a proportionate interest in said lease arising out of that certain instrument by and between Wm. T. Burton and The Texas Company, dated February 15, 1936 as recorded in the following parishes and at the place indicated:

Iberia Parish	Book 125, Page 188
St. Mary Parish	Book 5-F, Page 416
Terrebonne Parish	Book 108, Page 308
Vermilion Parish	Book 125, Page 115

OUTER CONTINENTAL SHELF LEASE 0310

An undivided 5/18th overriding royalty interest in and to the following oil, gas or other minerals located in Vermilion and Iberia Parishes, Louisiana described as follows:

An undivided 31% of 1/32nd overriding royalty interest in oil, gas or other minerals which may be produced under Lease No. 340 by the State of Louisiana to W. T. Burton, dated February 7, 1936, registered March 17, 1936, in Conveyance Book 124, page 615, Vermilion Parish and Conveyance Book 126, page 185, Iberia Parish, insofar as said lease covers the following:

Said lease being that portion of former State Lease 340 granted by the State of Louisiana to W.T. Burton, dated February 7, 1936, registered March 17, 1936, in Conveyance Book 124, page 615, Vermilion Parish and Conveyance Book 126, page 185, Iberia Parish, which was determined to cover lands of the Outer Continental Shelf; and which lease was validated by United States Department of Interior, Bureau of Land Management, in Decision dated March 12, 1958, as federal OCS Lease 0310, and which covers the following described acres:

SOUTH MARSH ISLAND PROSPECT

Beginning at a point in the South shore line of Marsh Island which is 6900 feet West of North and South line draw through U.S. Coast and Geodetic Survey Triangulation Station "LA CROIX" 1933 (Station Latitude 29° 32' 17.947" North and Longitude 91°57' 23.461" West, North American Datum of 1927);
Thence South into the Gulf of Mexico to a point in the Three League Line, said Three League Line being the line every point of which is three marine leagues from the nearest point on the coast line of the State of Louisiana;
Thence Easterly along said Three League Line to a point which is 32,900 feet East of a North and South line drawn through said station "LA CROIX";
Thence North through the Gulf of Mexico to the South shore of Marsh Island;
Thence Westerly following on and along the shore of Marsh Island to the PLACE OF BEGINNING;
LESS AND EXCEPT THAT PORTION OF SOUTH MARSH ISLAND WHICH IS DETERMINED TO BE ACREAGE OWNED BY THE STATE OF LOUISIANA.

SOUTHWEST MARSH ISLAND PROSPECT

Beginning at a point in the South shore line of Marsh Island which is 6900 feet West of a North and South line drawn through U.S. Coast and Geodetic Survey Triangulation Section "LA CROIX" 1933 (Station Latitude 29 degrees 32 minutes 17.947 seconds North, and Longitude 91 degrees 57 minutes 23.461 seconds West, North American Datum of 1927), which point is also the Northwest corner of the South Marsh Island Prospect;
Thence South in the Gulf of Mexico to a point in the Three League Line, said Three League Line being the line every point of which is three marine leagues from the nearest point on the coast line of the State of Louisiana;
Thence Westerly along said Three League Line to a point which is 58,000 feet West of a North and South line drawn through the northeast corner of the Southwest Marsh Island Prospect;
Thence North through the Gulf of Mexico to the South shore of Vermilion Parish;

Thence Easterly following on and along the South shore of Vermilion Parish crossing Southwest Pass and continuing Southeasterly on and along the South shore of Marsh Island to the place of beginning;
LESS AND EXCEPT THAT PORTION OF SOUTHWEST MARSH ISLAND WHICH IS DETERMINED TO BE ACREAGE OWNED BY THE STATE OF LOUISIANA;

Together with the right to reassignment of a proportionate interest in said OCS Lease No. 0310 arising out of that certain instrument by and between Wm. T. Burton and the Texas Company, dated February 15, 1936 as recorded in the following parishes and at the place indicted:

Iberia Parish	Book 125, Page 188
St. Mary Parish	Book 5-F, Page 416
Terrebonne Parish	Book 108, Page 308
Vermilion Parish	Book 125, Page 115

Being the same property acquired by James A. Noe, III from Hampson Assets, L.L.C. by Distribution, Transfer and Conveyance of Property dated August 9, 2018, recorded in Vermilion Parish conveyance records as File No. 2018006546 on August 16, 2018.

Authorization Certificate

Tingley L.L.C.

I, James A. Noe, III, the Manager and Certifying Official of Tingley L.L.C., a limited liability company organized under the laws of the state of Louisiana (the "Company"), certify, pursuant to Louisiana Revised Statutes 12:1317(C) that the following is a true and correct copy of resolutions adopted by unanimous written consent, duly executed and delivered on the 15 day of August, 2019, by all members, co-managers and all parties holding capital interests of any kind in the Company:

RESOLVED, that James A. Noe, III, manager of Tingley L.L.C., acting alone, is hereby authorized to accept, in the name and on behalf of Tingley L.L.C., the transfer of any or all mineral interests that may be transferred and contributed to Tingley L.L.C. by James A. Noe, III.

I further certify that (i) the above and foregoing resolutions have not been modified or revoked and are in full force and effect, (ii) the above and foregoing are binding on Tingley L.L.C. in accordance with the provisions of the Articles of Organization and Operating Agreement of the Company and of the Louisiana Limited Liability Company Law, and (iii) James A. Noe, III, as the duly appointed and acting manager of the Company is authorized to act in the named and on behalf of Tingley L.L.C. to carry out the matters authorized in the above and foregoing resolutions.

WITNESS MY HAND as Certifying Official of the Tingley L.L.C. on this 15 day of August, 2019.


James A. Noe, III, Manager and Certifying
Official of Tingley L.L.C.