

OCS-G24881

Current Status PROD

Central Gulf of Mexico

Sale# 185

Sale Date MAR 19, 2003

03-FEB-2009 Record title interest is now held as follows, effective 06/01/2007:

Helis Oil & Gas Company, L.L.C.	25.00000 %
Houston Energy, L.P.	3.00000 %
Nexen Petroleum Offshore U.S.A. Inc.	34.50000 %
CL&F Resources LP	25.00000 %
Red Willow Offshore, LLC	12.50000 %

03-FEB-2009 CL&F Resources LP designates Helis Oil & Gas Company, L.L.C. as operator.

ALL OF BLOCK 257, South Marsh Island Area, North Addition.

03-FEB-2009 Nexen Petroleum Offshore U.S.A. Inc. designates Helis Oil & Gas Company, L.L.C. as operator.

ALL OF BLOCK 257, South Marsh Island Area, North Addition.

03-FEB-2009 Red Willow Offshore, LLC designates Helis Oil & Gas Company, L.L.C. as operator.

ALL OF BLOCK 257, South Marsh Island Area, North Addition.

30-AUG-2010 ✓ Record title interest is now held as follows, effective 07/14/2009:

HE&D Offshore, L.P.	10.00000 %
Helis Oil & Gas Company, L.L.C.	22.50000 %
Houston Energy, L.P.	2.70000 %
Nexen Petroleum Offshore U.S.A. Inc.	31.05000 %
CL&F Resources LP	22.50000 %
Red Willow Offshore, LLC	11.25000 %

30-AUG-2010 HE&D Offshore, L.P. designates Helis Oil & Gas Company, L.L.C. as operator.

ALL OF BLOCK 257, South Marsh Island Area, North Addition.

OCS-G24881

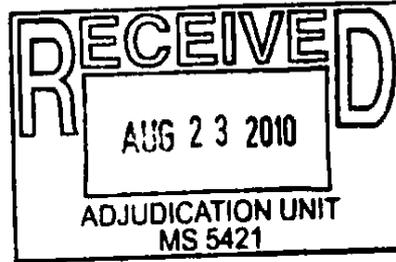
* * * * *

UNCLASSIFIED

* * * * *

HOUSTON ENERGY, L.P.

1415 Louisiana, Suite 2400
Houston, Texas 77002
Phone: (713) 586-5713
Fax: (713) 650-8305
salford@houstonenergyinc.com



August 20, 2010

Bureau of Ocean Energy Management,
Regulation and Enforcement
Department of the Interior
1201 Elmwood Park Boulevard
New Orleans, LA 70123-2394
Attention: Adjudication Unit Mail Stop 5421

RE: Assignment of Record Title Interest in
in OCS Oil and Gas Lease
OCS-G 24881 – South Marsh Island Area, Block 257
North Addition

Dear Ladies and Gentlemen:

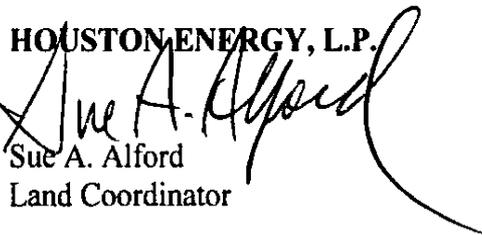
Enclosed please find the following documents:

1. Two (2) original Form 150 – Assignment of Record Title by and between Helis Oil & Gas Company, L.L.C. (GOM No. 01978), Houston Energy, L.P. (GOM No. 01999), Nexen Petroleum Offshore U.S.A. Inc. (GOM No. 02079), CL&F Resources LP (GOM 02574) and Red willow Offshore, LLC (GOM No. 02668) as Assignors and HE&D Offshore, L.P. (GOM No. 01699) As Assignee, w/Exhibit A
2. Two (2) original Form 1123 – Designation of Operator whereby HE&D Offshore, L.P. is naming Helis as operator of Block 257;
3. Two (2) original Form 1017 – Designation of Applicant whereby HE&D Offshore, L.P. is designating Helis Oil & Gas Company, L.L.C. as the Applicant of Block 257; and
4. PayGov receipt in the amount of \$186.00 to cover the cost of filing.

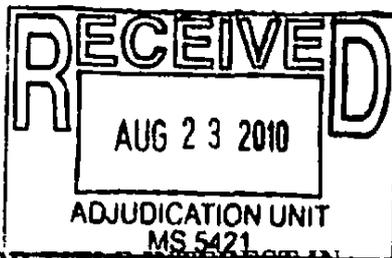
Please approve the assignment to be effective July 14, 2009 and return to my attention. If you should have any questions, please do not hesitate to contact me at 713.586.5746.

Sincerely,

HOUSTON ENERGY, L.P.


Sue A. Alford
Land Coordinator

Enclosures



OCS-G 24881

Lease No.

July 1, 2003

Lease Effective Date

New Lease No. (MMS Use Only)

**ASSIGNMENT OF RECORD TITLE INTEREST IN
FEDERAL OCS OIL AND GAS LEASE**

Part A: Assignment

Legal description of land/area being assigned:

All of Block 257, South Marsh Island Area, North Addition, OCS Leasing Map,
Louisiana Map No. 3D

Assignor(s) does hereby sell, assign, transfer and convey unto Assignee(s) the following undivided right, title and interest:

Insert name and Company number of each Assignor and Assignee.

Assignor(s):

Helis Oil & Gas Company, L.L.C. (01978)
Houston Energy, L.P. (01999)
Nexen Petroleum Offshore U.S.A. Inc. (02079)
CL&F Resources LP (02574)
Red Willow Offshore, LLC (02668)

Percentage Interest Conveyed

2.50000%
0.30000%
3.45000%
2.50000%
1.25000%

Assignee(s):

HE&D Offshore, L.P. (01699)

Percentage Interest Received

10.00000%

The approval of this assignment is restricted to record title interest only.

Exhibit "A," which sets forth other provisions between Assignor(s) and Assignee(s), is attached to and made a part of this assignment.

For MMS Use only – Do Not Type Below This Line

This Assignment of Record Title Interest has been filed as of the date stamped on this document and hereby approved by the Minerals Management Service on the date below.

By Michael S Rolland
Authorized Official for MMS

Acting Supervisor, Adjudication Unit AUG 30 2010 *CS*
Title Approval Date

Paperwork Reduction Act of 1995 (PRA) Statement: The PRA (44 U.S.C. 3501 et seq.) requires us to inform you that we collect this information to use in the adjudication process involved in leasing and lease operations. The MMS uses the information to track ownership of leases in the Federal OCS. Responses are mandatory (43 U.S.C. 1334). Proprietary data are covered under 30 CFR 250.197. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB Control Number. Public reporting burden of this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to the Information Collection Clearance Officer, Mail Stop 4230, Minerals Management Service, 1849 C Street, NW, Washington, DC 20240.

Part B – Certification and Acceptance

1. Assignor(s) certifies it is the owner of the record title interest in the above-described lease that is hereby assigned to the Assignee(s) specified above.
2. **DEBARMENT COMPLIANCE:** Assignee shall comply with the Department of the Interior's nonprocurement debarment and suspension regulations as required by Subpart B of 2 CFR Part 1400 and shall communicate the requirement to comply with these regulations to persons with whom it does business related to this record title interest assignment by including this term in its contracts and transactions.
3. **EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION COMPLIANCE CERTIFICATION:** Assignor(s) and Assignee(s) certify that they are in full compliance with Equal Opportunity Executive Order 11246, as amended, and the implementing regulations at 41 CFR 60-01 – Obligations of Contractors and Subcontractors; and 41 CFR 60-2 – Affirmative Action Programs. These requirements are for the purpose of preventing discrimination against persons on the basis of race, color, religion, sex, or national origin. These regulations have specific performance requirements.
4. Assignee's execution of this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain bond(s) pursuant to regulations at 30 CFR 256. This assignment is subject to the Outer Continental Shelf Lands Act of August 7, 1953, 67 Stat. 462; 43 U.S.C. 1331 et seq., as amended (the "Act"), and Assignee(s) is subject to, and shall fully comply with, all applicable regulations now or to be issued under the Act. Notwithstanding any agreement between the Assignor(s) and Assignee(s), the parties' liability to the Minerals Management Service is governed by 30 CFR 256.

This Assignment of Record Title Interest will be made effective between the parties hereto as of July 14, 2009, upon approval by the Minerals Management Service, United States Department of the Interior.

This instrument may be executed in any number of counterparts, each of which will be deemed an original instrument, but all of which together shall constitute but one and the same instrument provided, however, this instrument and any other counterpart hereof, will not be binding unless and until executed by all of the parties, and will not be accepted by the Minerals Management Service unless all counterparts are filed simultaneously.

I certify that the statements made herein by the undersigned are true, complete and correct to the best of my knowledge and belief and are made in good faith.

Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

ASSIGNOR Helis Oil & Gas Company, L.L.C. (01978)
By: Helis Energy, L.L.C., Manager

By: 
Name: David A. Kerstein
Title: President and Treasurer

June 16, 2010
Execution Date

ASSIGNOR Houston Energy, L.P. (01999)
By: Sewanee Investments, LLC, its General Partner

By: 
Name: P. David Amend
Title: Vice President, Land *C.W.*

5/26/2010
Execution Date

ASSIGNEE

By: _____
Name: _____
Title: _____

Execution Date

ASSIGNEE HE&D Offshore, L.P. (01699)
By: MKD Investments, LLC, its General Partner

By: 
Name: P. David Amend
Title: Vice President, Land *A.W.*

5/26/2010
Execution Date

Attach Notary Acknowledgement (not mandatory)

Part B – Certification and Acceptance

1. Assignor(s) certifies it is the owner of the record title interest in the above-described lease that is hereby assigned to the Assignee(s) specified above.
2. **DEBARMENT COMPLIANCE:** Assignee shall comply with the Department of the Interior's nonprocurement debarment and suspension regulations as required by Subpart B of 2 CFR Part 1400 and shall communicate the requirement to comply with these regulations to persons with whom it does business related to this record title interest assignment by including this term in its contracts and transactions.
3. **EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION COMPLIANCE CERTIFICATION:** Assignor(s) and Assignee(s) certify that they are in full compliance with Equal Opportunity Executive Order 11246, as amended, and the implementing regulations at 41 CFR 60-01 – Obligations of Contractors and Subcontractors; and 41 CFR 60-2 – Affirmative Action Programs. These requirements are for the purpose of preventing discrimination against persons on the basis of race, color, religion, sex, or national origin. These regulations have specific performance requirements.
4. Assignee's execution of this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain bond(s) pursuant to regulations at 30 CFR 256. This assignment is subject to the Outer Continental Shelf Lands Act of August 7, 1953, 67 Stat. 462; 43 U.S.C. 1331 et seq., as amended (the "Act"), and Assignee(s) is subject to, and shall fully comply with, all applicable regulations now or to be issued under the Act. Notwithstanding any agreement between the Assignor(s) and Assignee(s), the parties' liability to the Minerals Management Service is governed by 30 CFR 256.

This Assignment of Record Title Interest will be made effective between the parties hereto as of July 14, 2009, upon approval by the Minerals Management Service, United States Department of the Interior.

This instrument may be executed in any number of counterparts, each of which will be deemed an original instrument, but all of which together shall constitute but one and the same instrument provided, however, this instrument and any other counterpart hereof, will not be binding unless and until executed by all of the parties, and will not be accepted by the Minerals Management Service unless all counterparts are filed simultaneously.

I certify that the statements made herein by the undersigned are true, complete and correct to the best of my knowledge and belief and are made in good faith.

Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

ASSIGNOR Nexen Petroleum Offshore U.S.A. Inc.
(02079)

ASSIGNOR CL&F Resources LP (02574)
By: Piquant, Inc., as General Partner

By: Gregg E. Radetsky
Name: Gregg E. Radetsky
Title: Vice President, General Counsel and Assistant Secretary

By: Gary A. Dobbs
Name: Gary A. Dobbs
Title: Vice President

June 30, 2010
Execution Date

August 18, 2010
Execution Date

ASSIGNEE

ASSIGNEE

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Execution Date

Execution Date

Attach Notary Acknowledgement (not mandatory)

Part B – Certification and Acceptance

1. Assignor(s) certifies it is the owner of the record title interest in the above-described lease that is hereby assigned to the Assignee(s) specified above.
2. **DEBARMENT COMPLIANCE:** Assignee shall comply with the Department of the Interior's nonprocurement debarment and suspension regulations as required by Subpart B of 2 CFR Part 1400 and shall communicate the requirement to comply with these regulations to persons with whom it does business related to this record title interest assignment by including this term in its contracts and transactions.
3. **EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION COMPLIANCE CERTIFICATION:** Assignor(s) and Assignee(s) certify that they are in full compliance with Equal Opportunity Executive Order 11246, as amended, and the implementing regulations at 41 CFR 60-01 – Obligations of Contractors and Subcontractors; and 41 CFR 60-2 – Affirmative Action Programs. These requirements are for the purpose of preventing discrimination against persons on the basis of race, color, religion, sex, or national origin. These regulations have specific performance requirements.
4. Assignee's execution of this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain bond(s) pursuant to regulations at 30 CFR 256. This assignment is subject to the Outer Continental Shelf Lands Act of August 7, 1953, 67 Stat. 462; 43 U.S.C. 1331 et seq., as amended (the "Act"), and Assignee(s) is subject to, and shall fully comply with, all applicable regulations now or to be issued under the Act. Notwithstanding any agreement between the Assignor(s) and Assignee(s), the parties' liability to the Minerals Management Service is governed by 30 CFR 256.

This Assignment of Record Title Interest will be made effective between the parties hereto as of July 14, 2009, upon approval by the Minerals Management Service, United States Department of the Interior.

This instrument may be executed in any number of counterparts, each of which will be deemed an original instrument, but all of which together shall constitute but one and the same instrument provided, however, this instrument and any other counterpart hereof, will not be binding unless and until executed by all of the parties, and will not be accepted by the Minerals Management Service unless all counterparts are filed simultaneously.

I certify that the statements made herein by the undersigned are true, complete and correct to the best of my knowledge and belief and are made in good faith.

Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

ASSIGNOR Red Willow Offshore, LLC (02668) ASSIGNOR

By: 
Name: Robert J. Voorhees
Title: President and COO
7/30/10
Execution Date

By: _____
Name: _____
Title: _____

Execution Date

ASSIGNEE ASSIGNEE

By: _____
Name: _____
Title: _____

Execution Date

By: _____
Name: _____
Title: _____

Execution Date

Attach Notary Acknowledgement (not mandatory)

This Assignment of Record Title arises pursuant to item (d) below and by acceptance of this Assignment, Assignee acknowledges the existence of, and agrees to be bound by, all of the terms and conditions contained in the following:

- (a) All of the terms and conditions contained in said Lease;
- (b) Program Agreement dated effective October 1, 2002, between Helis Oil & Gas Company, L.L.C. and Houston Energy, L.P., et al.
- (c) Offshore Operating Agreement dated March 29, 2007, by and between Helis Oil & Gas Company, L.L.C., as Operator, and Houston Energy, L.P. et al, as Non-Operators, a Memorandum of Offshore Operating Agreement which is filed for registry and recorded in Book 1371 Page 494 under File Number 2007-00008638 Parish of Iberia, Louisiana;
- (d) Assignment of Overriding Royalty and Reversionary Interest dated effective March 30, 2007, from Houston Energy, L.P. to HE&D Offshore, L.P., filed for registry and recorded in Book 1412 Page 320 under File Number: 2008-00011943 Parish of Iberia, Louisiana;
- (e) Ratification and Amendment of Operating Agreement effective as of June 1, 2007;
- (f) Participation Agreement effective June 1, 2007.

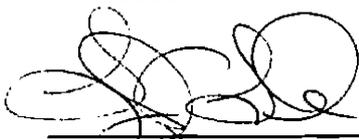
This Assignment is made without warranty of title, express or implied, or recourse, except for the claims arising from Assignor's own actions, or the claims of those holding by, through or under Assignor.

This Assignment may be executed in any number of counterparts, each of which shall be valid and binding with respect to the signatories thereto and their interests in the property conveyed hereby, but only upon execution by all signatories of the Assignment or a counterpart hereof.

This Assignment shall inure to the benefit of and be binding upon the successors, representatives and assigns of the parties hereto.

This Assignment shall be effective as of **July 14, 2009** subject to the approval hereof by the Minerals Management Service, Department of the Interior.

WITNESSES:



Printed Name: LunNgai Lam-Smaha



Printed Name: Belinda M. Toups

ASSIGNOR:

Helis Oil & Gas Company, L.L.C. (01978)
By: Helis Energy, L.L.C., Manager



By: _____
David A. Kerstein
President and Treasurer

WITNESSES:

Allen Wilhite
Allen Wilhite
Brae Eberle
Brae Eberle

Houston Energy, L.P. (01999)
By: Sewanee Investments, LLC, its General Partner

By: P. David Amend
P. David Amend
Vice President, Land

WITNESSES:

Laura M. Colby
Printed Name: Laura M. Colby
John F. Zent
Printed Name: John F. Zent

Red Willow Offshore, LLC (02668)

By: Robert J. Voorhees
Robert J. Voorhees
President and COO *GR*

WITNESSES:

Maryann Orlando
Printed Name: Maryann Orlando
Tammy Willis
Printed Name: Tammy Willis

CL&F Resources LP (02574)
By: Piquant, Inc., as General Partner

By: Gary A. Dobbs
Gary A. Dobbs
Vice President *GD*

WITNESSES:

Nicole Spencer
Printed Name:
Samuel Robinson
Printed Name:

Nexen Petroleum Offshore U.S.A. Inc. (02079)

By: Gregg E. Radetsky
Gregg E. Radetsky
Vice President, General Counsel and
Assistant Secretary *GR*

WITNESSES:

Allen Wilhite
Allen Wilhite
Brae Eberle
Brae Eberle

ASSIGNEE:

HE&D Offshore, L.P. (01699)
By: MKD Investments, LLC, its General Partner

By: P. David Amend
P. David Amend
Vice President, Land

STATE OF LOUISIANA §
§
PARISH OF ORLEANS §

BEFORE ME, the undersigned authority, on this day personally appeared David A. Kerstein, to me personally known, who, by me duly sworn, did say that he is the President and Treasurer of Helis Energy, L.L.C., Manager of **Helis Oil & Gas Company, L.L.C.**, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and said David A. Kerstein acknowledged said instrument to be the free act and deed of said corporation in the capacity therein stated.

GIVEN under my hand and seal of office this 16th day of June, 2010.

Linda Albe Reeg
Notary Public - State of Louisiana

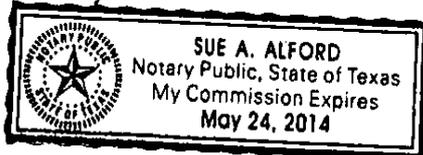
My Commission is for Life

LINDA ALBE REEG, Notary Public
No. 61936, State of Louisiana
Parish of Orleans
My Commission expires at Death

STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared P. David Amend, known to me to be the person whose name is subscribed to the foregoing instrument as Vice President, Land of Sewanee Investments, LLC, its General Partner of **Houston Energy, L.P.**, a Texas limited partnership, and as Vice President, Land of MKD Investments, LLC, its General Partner of **HE&D Offshore, L.P.**, and acknowledged to me that he executed the same for and on behalf of said company, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office this 26th day of May, 2010.


SUE A. ALFORD
Notary Public, State of Texas
My Commission Expires
May 24, 2014

Sue A. Alford
Notary Public - State of Texas

