

Serial Register Page

OCS-G27278

Current Status PRIMRY

Central Gulf of Mexico

Sale# 194

Sale Date MAR 16, 2005

08-AUG-2007 ✓ Record title interest is now held as follows, effective 05/01/2007:

HE&D Offshore, L.P.

10.00000 %

Noble Energy, Inc.

69.75000 %

Red Willow Offshore, LLC

20.25000 %

OCS- G27278

* * * * *

UNCLASSIFIED

* * * * *

100 Glenborough Drive
Suite 100
Houston, TX 77067-3610

Tel: 281.872.3100
Fax: 281.876.6300
www.nobleenergyinc.com



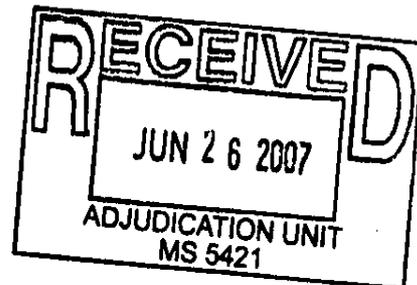
Offshore Division

June 21, 2007

VIA UPS OVERNIGHT SERVICE

United States Department of the Interior
Minerals Management Service
Gulf of Mexico OCS Region
1201 Elmwood Park Blvd.
New Orleans, Louisiana 70123-2394

Attention: Adjudication Unit
MS-5421



Re: **Application for Approval of Form MMS-150 –
Assignment of Record Title Interest in Federal OCS Oil and Gas Lease covering
Lease OCS-G 27278, Mississippi Canyon, Block 519**

Gentlemen:

Enclosed for MMS approval are three (3) originals of Form MMS-150 – Assignment of Record Title Interest in Federal OCS Oil & Gas Lease (“Assignment”) wherein Helis Oil & Gas Company, L.L.C., Red Willow Offshore, LLC and Houston Energy, L.P. have conveyed in total an undivided 69.75% interest to Noble Energy, Inc. in lease OCS-G 27278 covering Mississippi Canyon, Block 519. **We request that you recognize the effective date of May 1, 2007, as set forth in the Assignment.**

The MMS qualification documents for the Assignors and Assignee named in the Assignment are filed under the following:

- GOM Company No. 01978 for Helis Oil & Gas Company, L.L.C.
- GOM Company No. 02668 for Red Willow Offshore, LLC
- GOM Company No. 01999 for Houston Energy, L.P.; and
- GOM Company No. 02237 for Noble Energy, Inc.

Also, enclosed is one (1) **Pay.gov** online receipt/payment confirmation page indicating credit card payment in the amount of \$170.00 for a Record Title Transfer on lease OCS-G 27278.

Please note there is **no change** of either (i) Designated Operator, or (ii) Designated Applicant in connection with this Assignment. The required forms for Designation of Operator (Form MMS-1123 designating Noble Energy, Inc.); and for Designation of Applicant (Form MMS-1017 designating Noble Energy, Inc.) were submitted separately by Noble Energy, Inc. in advance of this Assignment.

It is hereby requested that you return the extra approved and stamped original documents to the undersigned at this letterhead address. Please contact me at (281) 876-8895 if you have any questions.

Yours very truly,

Noble Energy, Inc.

Alicia L. Caldwell

Alicia L. Caldwell
Land Coordinator

Enclosures

cc: Red Willow Offshore, LLC
Attn: Dennis Lopez
P. O. Box 369
Ignacio, Colorado 81137-0369

Helis Oil & Gas Company, L.L.C.
Attn: David Kerstein
228 St. Charles Avenue, Suite 912
New Orleans, Louisiana 70130

Houston Energy, L.P.
Attn: Allen Wilhite
1415 Louisiana, Suite 2400
Houston, Texas 77002

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

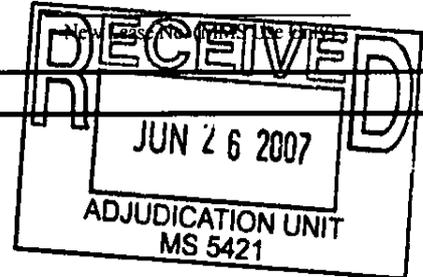
Lease No.

July 1, 2005

Lease Effective Date

Part A: Assignment

Legal description of land/area being assigned:
All of Block 519, Mississippi Canyon Area



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):	Percentage Interest Conveyed
Helis Oil & Gas Company, L.L.C. (01978)	40.50%
Red Willow Offshore, LLC (02668)	20.25%
Houston Energy, L.P. (01999)	9.00%

Assignee(s):	Percentage Interest Received
Noble Energy, Inc. (02237)	69.75%

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 *[Signature]* Supervisor, Adjudication Unit 8-8-07
Authorized Official for MMS 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 250.196. 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 the 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 C of 43 CFR Part 42 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.

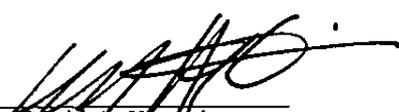
This Assignment of Record Title Interest will be made effective between the parties hereto as of May 1, 2007, upon approval by the Minerals Management Service, United States Department of the Interior.

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, Inc., Manager

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

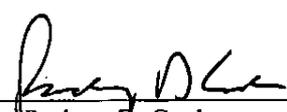
June 4, 2007
Execution Date

ASSIGNOR Red Willow Offshore, LLC (02668)

By: 
Name: Barbara G. Wickman
Title: Resident

June 4, 2007
Execution Date

ASSIGNEE Noble Energy, Inc. (02237)

By: 
Name: Rodney D. Cook
Title: Attorney-in-Fact

June 4, 2007
Execution Date

ASSIGNEE

By: _____
Name: _____
Title: _____

Execution Date

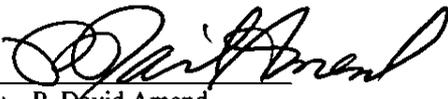
Attach Notary Acknowledgement (not mandatory)

OCS-G 27278

Attached to and made a part of that certain Assignment of Record Title Interest in Federal OCS Oil and Gas Lease (MMS Form MMS-150), effective May 1, 2007, by and between Helis Oil & Gas Company, L.L.C., et al as Assignor, and Noble Energy, Inc., as Assignee.

ASSIGNOR

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

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

June 4, 2007
Execution Date

ASSIGNOR

By: _____
Name: _____
Title: _____

Execution Date

ASSIGNEE

By: _____
Name: _____
Title: _____

Execution Date

ASSIGNEE

By: _____
Name: _____
Title: _____

Execution Date

ASSIGNOR

By: _____
Name: _____
Title: _____

Execution Date

ASSIGNOR

By: _____
Name: _____
Title: _____

Execution Date

ASSIGNEE

By: _____
Name: _____
Title: _____

Execution Date

ASSIGNEE

By: _____
Name: _____
Title: _____

Execution Date

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Record Title Interest in Federal OCS Oil and Gas Lease dated effective May 1, 2007, by and between Helis Oil & Gas Company, L.L.C., et al, as Assignors and Noble Energy, Inc., as Assignee.

ASSIGNMENT OF RECORD TITLE

UNITED STATES OF AMERICA §
 § **KNOW ALL MEN BY THESE PRESENTS:**
OUTER CONTINENTAL SHELF §

This Assignment of Record Title ("Assignment") is made and entered by and between **Houston Energy, L.P.** ("HE"), whose address is 1415 Louisiana, Suite 2400, Houston, Texas 77002, **Helis Oil & Gas Company, L.L.C.**, ("Helis") whose address is 228 St. Charles Ave., Suite 912, New Orleans, Louisiana 70130 and **Red Willow Offshore, LLC** ("Red Willow"), a Colorado limited liability company, whose address is Post Office Box 369, Ignacio, Colorado 81137-0369, (hereinafter referred to as "Assignors") and **Noble Energy, Inc.** ("**Noble**"), whose address is 100 Glenborough Drive, Suite 100, Houston, Texas 77067-3610 (hereinafter referred to as "Assignee").

WITNESSETH:

In consideration of the sum of One Hundred Dollars (\$100.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignors by these presents do hereby ASSIGN, TRANSFER and CONVEY unto Assignee, subject to the further provisions hereof, an undivided 69.75% of 6/6ths record title interest, being 40.5% from Helis, 20.25% from Red Willow and 9% from HE, in and to the following described oil and gas lease (the "Lease"):

That certain lease dated July 1, 2005, by and between the United States of America, as Lessor, and Helis Oil & Gas Company, L.L.C., Houston Energy, L.P. and Red Willow Offshore, LLC, as Lessees bearing serial number OCS-G 27278, covering all of Block 519, Mississippi Canyon Area, as shown on OCS Official Protraction Diagram, NG 16-10;

(the "Assigned Interest").

By acceptance of this Assignment, Assignee acknowledges the existence of, and, to the extent of the Assigned Interest, agrees to be bound by the terms and conditions contained in the following agreements:

- (a) the Lease;
- (b) that certain Farmout Agreement dated effective August 1, 2005, between Burlington Resources Offshore Inc. and Assignors, insofar and only insofar as to Article 7.1 thereof;
- (c) Assignment of Overriding Royalty Interest in Oil and Gas Lease dated effective August 10, 2006, by and between Assignors and TGS-NOPEC Geophysical Company, L.P.;
- (d) Assignment of Overriding Royalty Interests in Oil and Gas Lease dated September 5, 2006, but effective January 31, 2006, by and between HE&D Offshore, L.P. and Tim Ford and Ed Zinni;
- (e) Assignment of Overriding Royalty and Reversionary Interest in Oil and Gas Lease dated August 3, 2005, but effective July 1, 2005, by and between Assignors, and HE&D Offshore, L.P.;
- (f) Assignment of Record Title dated effective 12:01 a.m. on May 1, 2007, by and between Assignors and HE&D Offshore, L.P.;
- (g) Purchase and Sale Agreement dated effective May 1, 2007 by and between Assignors and Assignee and HE&D Offshore, L.P. ("Purchase Agreement").

This Assignment is made without warranty of title, express, implied or statutory, even for return of any consideration paid therefore; provided only that each Assignor warrants that it has not heretofore granted or conveyed to any other party any interest in the Lease, and the Assigned Interest is free and clear of all liens, mortgages, claims or litigation, overriding royalty interests, back-in rights, or other similar burdens or other encumbrances, except in each case (i) as set forth in Part II of Exhibit A to the Purchase Agreement, or (ii) under the instruments referenced above. Notwithstanding anything herein to the contrary, the Assignors represent and warrant that the Assigned Interest is free and clear of the terms and provisions of that certain Program Agreement dated effective November 1, 2004, as amended by that certain First Amendment to Program Agreement dated February 6, 2007, by and among HE, Helis and Red Willow. Assignors agree to execute any assignments and such other mutually acceptable documents as may be necessary to effect said conveyance to Assignee.

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 2:01 a.m. on May 1, 2007, subject to the approval of the Minerals Management Service, United States Department of the Interior.

WITNESSES:

Amanda Sirota

Alicia Caldwell

WITNESSES:

Amanda Sirota

Alicia Caldwell

WITNESSES:

Amanda Sirota

Alicia Caldwell

WITNESSES:

Paul S. Wright

[Signature]

ASSIGNORS:

Houston Energy, L.P. (GOM No. 01999)
By: Sewanee Investments, LLC, its General Partner

[Signature]

P. David Amend
Vice President, Land

Date: June 4, 2007

Helis Oil & Gas Company, L.L.C. (GOM No. 01978)
By: Helis Energy, Inc., Manager

[Signature]

David A. Kerstein
President and Treasurer

Date: June 4, 2007

Red Willow Offshore, LLC (GOM No. 02668)

[Signature]

Barbara G. Wickman
President

Date: June 4, 2007

ASSIGNEE:

Noble Energy, Inc. (GOM No. 02237)

[Signature]

Rodney D. Cook
Vice President

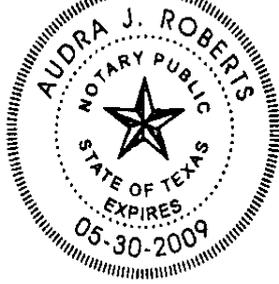
Date: June 4, 2007

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, General Partner of Houston Energy, L.P., a Texas limited partnership, and acknowledged to me that he executed the same for and on behalf of said companies, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office this 4th day of June, 2007.



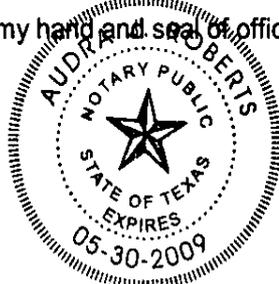
Audra J. Roberts
Notary Public - State of Texas

STATE OF TEXAS
COUNTY OF HARRIS

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§
§

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, Inc., 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 4th day of June, 2007.



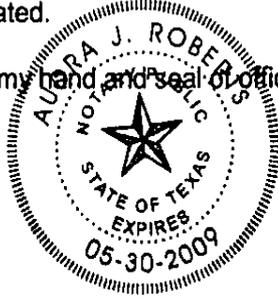
Audra J. Roberts
Notary Public - State of Texas

STATE OF TEXAS
COUNTY OF HARRIS

§
§
§

BEFORE ME, the undersigned authority, on this day personally appeared Barbara G. Wickman, known to me to be the person whose name is subscribed to the foregoing instrument as President of Red Willow Offshore, LLC, a Colorado limited liability company, and acknowledged to me that she 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 4th day of June, 2007.



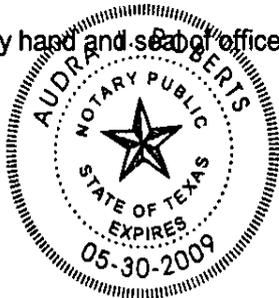
Audra J. Roberts
Notary Public - State of Texas

STATE OF TEXAS
COUNTY OF HARRIS

§
§
§

BEFORE ME, the undersigned authority, on this day personally appeared Rodney D. Cook, known to me to be the person whose name is subscribed to the foregoing instrument as Vice President of Noble Energy, Inc, a Delaware corporation, 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 4th day of June, 2007.



Audra J. Roberts
Notary Public - State of Texas