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A REGISTERED LIMITED LIABILITY PARTNERSHIP

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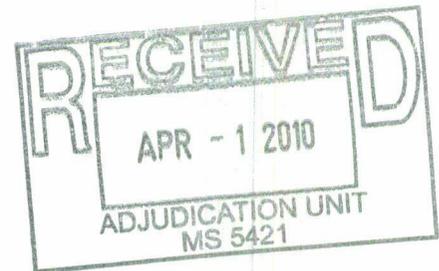
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March 31, 2010

BY FEDEX

Minerals Management Service
United State Department of the Interior
Gulf of Mexico-OCS Region
1201 Elmwood Park Boulevard
New Orleans, LA 70123-2394
Attn: Adjudication Unit



Re: First Amendment to Conveyance of Overriding Royalty Interest
from ATP Oil & Gas Corporation (GOM No. 01819)
to Diamond Offshore Company affecting
the following Oil and Gas Leases: OCS-G 13198, OCS-G 14016,
OCS-G 15571, OCS-G 16661, OCS-G 22939 and OCS-G 24130

Dear Ladies and Gentlemen:

Enclosed are:

- (i) six (6) copies of a First Amendment to Conveyance of Overriding Royalty Interest, effective as March 30, 2010, from ATP Oil & Gas Corporation (GOM No. 01819) to Diamond Offshore Company (the "First Amendment") which is submitted to be filed for record purposes only,
- (ii) one (1) copy of the First Amendment for date stamping and return to me as requested below, and
- (iii) a photocopy of the Pay.gov confirmation of our online payment of the required filing fee of \$162.00 with respect to the First Amendment.

The First Amendment affects the following Oil and Gas Leases of Submerged Lands under the Outer Continental Shelf Lands Act: Lease Serial Numbers OCS-G 13198, OCS-G 14016, OCS-G 15571, OCS-G 16661, OCS-G 22939, and OCS-G 24130. Please file a copy of the enclosed First Amendment in the MMS "Non-Required" records under Category 5 -

Minerals Management Service
March 31, 2010
Page 2

Overriding Royalty, Production Payment, Net Profits with respect to the above listed Oil and Gas Leases.

Please call George Kutzschbach at (713) 651-3702 if you have any questions regarding this filing. Please return one (1) date stamped copy of the enclosed First Amendment to my attention at the above letterhead address. Thank you for your assistance in this matter.

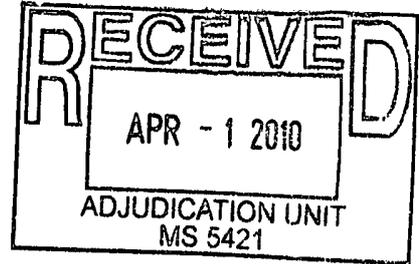
Very truly yours,



George F. Kutzschbach

Enclosures

cc: Terence W. Waldorf
Beth Patterson



FIRST AMENDMENT TO

CONVEYANCE OF OVERRIDING ROYALTY INTEREST

from

ATP OIL & GAS CORPORATION

to

DIAMOND OFFSHORE COMPANY

**This document affects the
following Leases:**

**OCS G 13198
OCS G 14016
OCS G 15571
OCS G 16661
OCS G 22939, and
OCS G 24130**

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Exhibits:

Exhibit A – MC 711 Lease; MC 711 Subject Interest; MC 711 Lease Burdens

Exhibit B – MC 711 Lease Contracts and Agreements

FIRST AMENDMENT TO CONVEYANCE OF OVERRIDING ROYALTY INTEREST

THIS FIRST AMENDMENT TO CONVEYANCE OF OVERRIDING ROYALTY INTEREST (this "First Amendment"), effective as of 12:01 a.m., Central Standard Time, on March 30, 2010 (the "Amendment Effective Time"), is by and between ATP Oil & Gas Corporation, a Texas corporation, whose address is 4600 Post Oak Place, Suite 200, Houston, Texas 77027 ("Grantor"), and Diamond Offshore Company, a Delaware corporation, whose address is 15415 Katy Freeway, Houston, Texas 77094 ("Grantee").

WHEREAS, pursuant to the Conveyance of Overriding Royalty Interest dated effective as of May 22, 2009, filed and recorded as shown in Schedule 1 attached hereto (the "Conveyance"), Grantor conveyed to Grantee an overriding royalty interest that entitles Grantee to receive a limited net profits interest in the Hydrocarbon production from certain oil and gas leases covering lands in the Outer Continental Shelf, Gulf of Mexico described therein;

WHEREAS, capitalized terms not otherwise defined in this First Amendment shall have the respective meanings set forth in the Conveyance, and such definitions are incorporated herein by reference, with all defined terms including the singular and the plural forms of the terms so defined;

WHEREAS, Grantor holds one hundred percent (100%) of the record title interest in and to Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act dated effective May 1, 1993, bearing Serial No. OCS-G 14016, between the United States of America, as Lessor, and Union Pacific Resources Company, as Lessee, covering all of Block 711, Mississippi Canyon, as shown on OCS Official Protraction Diagram, NH 16-10, containing approximately 5760 acres, and one hundred percent (100%) of the operating rights in such Lease **INSOFAR AND ONLY INSOFAR AS** such Lease covers the subsurface interval from the surface of the earth to fifty thousand feet true vertical depth (50,000' TVD) (the "MC 711 Lease");

WHEREAS, in connection with the execution by Grantor and Grantee of an Amended and Restated Farmout Agreement amending the Farmout Agreement referenced in the Conveyance, Grantor and Grantee desire to amend and supplement the Conveyance, to add the MC 711 Lease to the Leases in which the Overriding Royalty is granted under the Conveyance, **INSOFAR AND ONLY INSOFAR AS** the MC 711 Lease covers the MC 711 Wells (as defined in this First Amendment), all Hydrocarbons produced from the MC 711 Wells, and all rights, interests, privileges, and obligations appurtenant to the MC 711 Wells, and to make other related and clarifying amendments to the Conveyance.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, for and in consideration of the covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree to amend and supplement the Conveyance as follows:

ARTICLE 1
AMENDMENTS AND SUPPLEMENTS TO CONVEYANCE

1.1 Supplemental Conveyance. For and in consideration of One Hundred Dollars (\$100.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby GRANTS, BARGAINS, SELLS, CONVEYS, ASSIGNS, SETS OVER, AND DELIVERS unto Grantee an overriding royalty interest in the MC 711 Subject Interest and in and to the Hydrocarbons in and under and that may be produced and saved from the MC 711 Subject Interest equal to the Net Profit Amounts attributable to the MC 711 Subject Interest, together with all and singular the rights and appurtenances thereto in anywise belonging. For purposes of the Conveyance, as amended and supplemented hereby, the overriding royalty interest in the MC 711 Subject Interest created pursuant to this Section 1.1 and the Overriding Royalty in the other Subject Interests previously created pursuant to the Conveyance shall be deemed to constitute a single overriding royalty interest in respect and carved out of the Subject Interests (including the MC 711 Subject Interest) as a whole, with the result that the Net Profit Amounts attributable to the overriding royalty interest created pursuant to this Section 1.1 and the Net Profit Amounts attributable to the Overriding Royalty previously created pursuant to the Conveyance shall be calculated and determined on an aggregate basis with respect to the Subject Interests (including the MC 711 Subject Interest) as a whole, in the manner provided in Article 3 of the Conveyance, as amended and supplemented hereby.

TO HAVE AND TO HOLD the aforesaid overriding royalty interest unto Grantee, its successors and assigns forever, subject to the terms, provisions and conditions of this Conveyance.

1.2 Defined Terms.

(a) This Conveyance. All references in the Conveyance and this First Amendment to "this Conveyance" shall mean the Conveyance as amended and supplemented by this First Amendment.

(b) New Defined Terms. Section 2.1 of the Conveyance is amended and supplemented by adding the following new defined terms to Section 2.1:

"Effective Date" means, collectively, 12:01 a.m., Central Standard or Daylight Time, as applicable, on (a) with respect to all of the Subject Interests except for the MC 711 Subject Interest, May 22, 2009, and (b) with respect to the MC 711 Subject Interest, March 30, 2010.

"First Amendment" means that certain First Amendment to Conveyance of Overriding Royalty Interest dated effective as of March 30, 2010, by and between Grantor and Grantee.

"MC 711 Lease" means the Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act dated effective May 1, 1993, bearing Serial No. OCS-G 14016, between the United States of America, as Lessor, and Union Pacific Resources

Company, as Lessee, covering all of Block 711, Mississippi Canyon, as shown on OCS Official Protraction Diagram, NH 16-10, containing approximately 5,760 acres, INsofar ONLY AS such Lease covers the subsurface interval from the surface of the earth to fifty thousand feet true vertical depth (50,000' TVD).

"MC 711 #9 Well" means (a) the wellbore of that certain well to be drilled by Grantor or its successors or assigns on the MC 711 Lease, with a bottom hole and a surface location within the E/2SW/4 of the MC 711 Lease, targeting the 3750ms B and C Sands as seen in MC711 Well SS004ST01BP00 (API 608174087601) Electromagnetic Wave Resistivity Log (EWR) and Dual Gamma Ray Log (DGR), 5 Inch Measured Depth Log from 11,425'-11,840', and such wellbore shall be deemed to include (i) any completion, recompletion, multiple completions, multiple tubing strings, deepening, sidetrack, re-drill, or rework with respect to such well or any replacement well referenced in clause (ii) below and (ii) the wellbore of any replacement well drilled in the same general vicinity of said bottom hole location targeting one or more of the same sands if such well (or any replacement well under this clause (ii)) fails to be drilled to and Completed in such target sands, and (b) together with all Hydrocarbons produced from or allocable to such wellbore, and all rights, interests, privileges, and obligations appurtenant to such wellbore (as the name of such well may be changed or amended by the MMS).

"MC 711 #10 Well" means (a) the wellbore of that certain well to be drilled by Grantor or its successors or assigns on the MC 711 Lease, with a bottom hole and surface location within the E/2SW/4 of the MC 711 Lease, targeting the 8400', 8500', and 8800' Sands as seen in the MC755 Well SS006ST00BP00 (API 608174057300) Array Induction Log, Dipole Sonic, Density-Neutron, 5 Inch Measured Depth Log from 8450'-8850', and such wellbore shall be deemed to include (i) any completion, recompletion, multiple completions, multiple tubing strings, deepening, sidetrack, re-drill, or rework with respect to such well or any replacement well referenced in clause (ii) below and (ii) the wellbore of any replacement well drilled in the same general vicinity of said bottom hole location targeting one or more of the same sands if such well (or any replacement well under this clause (ii)) fails to be drilled to and Completed in such target sands, and (b) together with all Hydrocarbons produced from or allocable to such wellbore, and all rights, interests, privileges, and obligations appurtenant to such wellbore (as the name of such well may be changed or amended by the MMS).

"MC 711 Subject Interest" means all of Grantor's record title interest (and operating rights), overriding royalty, or other interests in and to the MC 711 Lease INsofar AND ONLY INsofar AS the MC 711 Lease covers the MC 711 Wells, all Hydrocarbons produced from the MC 711 Wells, and all rights, interests, privileges, and obligations appurtenant to the MC 711 Wells.

"MC 711 Wells" means the MC 711 #9 Well and the MC 711 #10 Well, and "MC 711 Well" means either the MC 711 #9 Well or the MC 711 #10 Well, as applicable in the context used.

“OGOR” means the Oil and Gas Operations Report (or the replacement report hereafter required by the MMS) filed with MMS by the operator of the Leases on a monthly basis.

(c) Existing Defined Terms. The following defined terms in the Conveyance are amended to read as follows:

“Agreed Operations” means, collectively, the following operations in or with respect to the Agreed Wells using the drilling unit(s) provided by Grantee pursuant to and in accordance with the terms of the Drilling Contract or using another drilling rig if permitted by the terms of the Drilling Contract:

- (i) AT 63 #4 Well – Complete in its Target Formation;
- (ii) MC 711 #9 Well – Drill and Complete in its Target Formation;
- (iii) MC 711 #10 Well – Drill and Complete in its Target Formation;
- (iv) GC 299 #1 ST3 Well – sidetrack to and Complete in its Target Formation;
- (v) GC 300 #1 ST 1 Well – Complete in its Target Formation;
- (vi) MC 941 #3 Well – drill to 13 5/8” casing point and set pipe;
- (vii) MC 941 #4 Well – drill to 13 5/8” casing point and set pipe; and
- (viii) MC 942 #2 Well – drill to 13-5/8” casing point and set pipe.

“Agreed Wells” means the following wells to be located on the Subject Interests (as the respective names of such wells may be changed or amended by the MMS):

Atwater Valley, Block 63:	AT 63 #4 Well
Green Canyon, Block 299	GC 299 #1ST3 Well
Green Canyon, Block 300 (W1/2)	GC 300 #1ST1 Well
Mississippi Canyon, Block 941	MC 941 #3 Well
Mississippi Canyon, Block 941	MC 941 #4 Well
Mississippi Canyon, Block 942	MC 942 #2 Well
Mississippi Canyon, Block 711	MC 711 #9 Well
Mississippi Canyon, Block 711	MC 711 #10 Well

“Drilling Contract” means that certain Domestic Daywork Drilling Contract – Offshore dated August 4, 2008, between Grantor and Grantee, as amended by Amended and Restated Amendment dated effective as of May 22, 2009, between Grantor and Grantee, and as may be further amended from time to time in accordance with the terms thereof.

“Farmout Agreement” means the Amended and Restated Farmout Agreement, dated effective as of May 22, 2009, by and between ATP Oil & Gas Corporation, as Farmor, and Diamond Offshore Company, as Farmee.

“Lease” means an oil and gas lease identified in Exhibit A hereto, as to all lands and depths described in such lease (or the applicable part or portion thereof if specifically limited in depth or geographic extent in Exhibit A, or in the case of the MC 711 Lease, to the MC 711 Wells), together with any renewal or extension of such lease (as to all or any part or portion thereof), and any replacement lease taken upon or in anticipation of expiration or termination of such lease (if executed and delivered during the term of or within one (1) year after expiration of the predecessor lease), as to all lands and depths described in the predecessor lease (unless the predecessor lease is specifically limited in depth or geographic extent in Exhibit A (or in the case of the MC 711 Lease, to the MC 711 Wells), in which event only such portion of such lease shall be considered a renewal or extension or a replacement lease subject to this Conveyance); and “Leases” means all such leases and all such renewals and extensions and replacement leases.

“Lease Operating Expenses” means all expenses incurred by Grantor (in each case as determined and chargeable pursuant to the Accounting Procedure) with respect to production operations on and under the Leases to the extent attributable to the Subject Interests in any Successful Well after such Successful Well has been initially Completed and equipped for the taking of production; provided, however, that Lease Operating Expenses shall not include any of the following costs or expenses (whether or not determined and/or chargeable pursuant to the Accounting Procedure):

(d) Drilling Costs;

(e) Taxes, Rentals, Royalties, and Lease Burdens;

(f) Costs or expenses of acquiring, installing, or constructing (or replacing to the extent such replacement cost would be considered a capital expense under GAAP) platforms, tanks, flow lines, gathering lines or pipelines, compression, dehydration, and Treating equipment and facilities, and other facilities or equipment installed or constructed on or in connection with any Lease;

(g) Any abandonment related costs or expenses, including costs or expenses of (i) plugging, abandoning, dismantling, removing, and/or decommissioning wells, platforms, structures, equipment, facilities, and other property and (ii) remediating or restoring any area or property;

(h) Costs or expenses in connection with the defense, settlement, or payment of damage claims against Grantor or violations or alleged violations of Law by Grantor;

(i) Costs or expenses of Plant Processing, to the extent not taken into account in the calculation of Wellhead Value;

(j) Costs or expenses of marketing the Subject Hydrocarbons, other than gathering, transportation, Treating, and dehydration fees paid on an arms length basis to a Person who is not an Affiliate of Grantor to make the Subject Hydrocarbons marketable or transportable to or at the point of sale giving rise to Gross Proceeds; and

(k) Premiums payable under the terms of Grantor's policies of loss of production income insurance, and any other costs incurred by Grantor in connection with such policies.

Costs of Treating the Subject Hydrocarbons before sale (other than costs under paragraphs (a), (b), (c), (d), and (e) above) that are incurred by Grantor (in each case as determined and chargeable pursuant to the Accounting Procedure) shall be included in Lease Operating Expenses. If Treating of the Subject Hydrocarbons before sale is done on an arms length basis by an Affiliate of Grantor, the costs of such Treating of the Subject Hydrocarbons (other than costs under paragraphs (a), (b), (c), (d), and (e) above) incurred by such Affiliate shall be included in Lease Operating Expenses, but only to the extent that such costs would be included in Lease Operating Expenses if such Treating operations were being conducted by Grantor and such costs were being incurred by Grantor. In order to allocate expenses in the nature of Lease Operating Expenses between the MC 711 Wells and the other wells on the MC 711 Lease, for purposes of this Conveyance, the portion of the Lease Operating Expenses incurred in connection with the MC 711 Lease during a Payment Month that is allocable to the MC 711 Wells shall be calculated as the product obtained by multiplying (x) the total amount of expenses in the nature of Lease Operating Expenses incurred during the relevant Payment Month with respect to all producing wells located on the MC 711 Lease during such Payment Month (as if they were all Successful Wells), by (y) a fraction, the numerator of which is the total quantity of Hydrocarbons produced and saved from the MC 711 Wells during such Payment Month (as set forth in the OGOR filed with MMS by Grantor, or its assignee, with respect to such Payment Month), and the denominator of which is the total quantity of Hydrocarbons produced and saved from all producing wells located on the MC 711 Lease during such Payment Month (as set forth in the OGOR filed with MMS by Grantor, or its assignee, with respect to such Payment Month).

"Overriding Royalty" means an overriding royalty interest in the Subject Interests and in and to the Hydrocarbons in and under and that may be produced and saved from the Subject Interests equal to the Net Profit Amounts attributable to the Subject Interests, together with all and singular the rights and appurtenances thereto in anywise belonging.

"Permitted Deductions" means the amounts incurred by Grantor for the following (i) all Taxes, Royalties and Rentals to the extent attributable to a Subject Interest or the Subject Hydrocarbons attributable to such Subject Interest and accruing after the date on which Subject Hydrocarbons giving rise to Gross Proceeds are first produced from such Subject Interest; (ii) all Lease Burdens (other than net profits interests) identified in Exhibit A as burdening a particular Subject Interest identified in Exhibit A to the extent the same are validly existing and enforceable, affect such Subject Interest, and accrue after the date on which Subject Hydrocarbons giving rise to Gross Proceeds are first produced from such Subject Interest; provided, however, that in no event shall the sum of

the Royalties and the Lease Burdens (exclusive of net profits interests) taken into account in determining the Permitted Deductions attributable to the MC 711 Subject Interest exceed 50.0001%; and (iii) all amounts paid as cash settlements and cash make-ups by Grantor with respect to the Subject Interests under gas balancing or similar agreements to the extent that the overproduced status giving rise to such cash settlements or make-up gave rise to Gross Proceeds. The Permitted Deductions shall not include any Subsequent Lease Burdens.

“Subject Interests” or “Subject Interest” means the following:

(a) all of Grantor’s record title interest (or operating rights), overriding royalty, or other interests in each Lease (other than the MC 711 Lease), or portion thereof, and other interests in oil and gas, as described in Exhibit A and all rights, privileges and obligations appurtenant to each Lease (other than the MC 711 Lease);

(b) all of Grantor’s record title interest (and operating rights), overriding royalty, and other interests in and to the MC 711 Lease, INsofar AND ONLY INsofar AS the MC 711 Lease covers the MC 711 Wells, all Hydrocarbons produced from the MC 711 Wells, and all rights, interests, privileges, and obligations appurtenant to the MC 711 Wells; and

(c) all of Grantor’s rights in any unit in which a Lease is (or may hereafter be) included, to the extent that these rights arise from and are associated with a Lease, including without limitation, all rights derived from any pooling order, operating agreement, communitization or other agreement or from any declaration or order of any Governmental Authority;

all as the same shall be enlarged by the discharge of any burdens or by the removal of any charges or encumbrances to which any of the same may be subject on the Effective Date, and any and all renewals and extensions of any of the same, but expressly excluding any additional interest in the Leases acquired by Grantor after the Effective Date, other than by reason of or resulting from the discharge of any burden, the operation of a Non-Consent Provision, the reversion of any interest, or the removal of any charge or encumbrance.

“Subsequent Lease Burden” means any Lease Burden that satisfies all of the following criteria: (i) is created, granted, conveyed, or assigned by Grantor with respect to any Subject Interest after May 22, 2009 (other than with respect to the MC 711 Subject Interest) or, in the case of the MC 711 Subject Interest, after the execution, delivery and recordation of the First Amendment, (ii) is payable solely out of a share of the Aggregate Net Profit Amounts, and (iii) is subject and subordinate to this Conveyance.

“Successful Well” means any well completed on a Lease, or any lands pooled, communitized, or unitized therewith, as a well capable of being classified by the MMS as producible pursuant to 30 CFR 250.115-116.

(d) Other Amendments to Defined Terms. The following defined terms in the Conveyance are amended in the following respects:

(i) In the definition of Rentals, the two (2) references to "Lease Operating Costs" are replaced with "Lease Operating Expenses."

(ii) At the beginning of the definition of Subordinated Mortgage, the words "means, insofar and only insofar as the same is subject" are replaced with the words "means, collectively, and insofar and only insofar as the same are subject."

1.3 Amendments to Conveyance Exhibits.

(a) Amendment to Exhibit A. Exhibit A to the Conveyance is amended by inserting at the end thereof the provisions regarding the MC 711 Lease which are set forth in Exhibit A attached to this First Amendment. Exhibit A to the Conveyance is also amended by replacing all references therein to "Farmor" with "Grantor" and all references therein to "Farmor's" with "Grantor's."

(b) Amendment to Exhibit B. Exhibit B to the Conveyance is amended by inserting at the end thereof the provisions regarding the MC 711 Lease which are set forth in Exhibit B attached to this First Amendment.

1.4 Amendments to Other Conveyance Provisions.

(a) Except as found in the definition of MMS, all references in the Conveyance to "Minerals Management Service" are replaced with a reference to "MMS."

(b) In Sections 1.3(a) and 1.3(b) of the Conveyance, all references to "zero balance" are replaced with a reference to "zero Account Balance."

(c) The provisions of Section 1.7 of the Conveyance shall not apply to the MC 711 Lease. The following new Section 1.8 is added to the end of Article 1 of the Conveyance:

1.8 MC 711 Lease Title. Without limiting Grantor's warranties, representations and covenants in Section 1.7 regarding the other Leases or in clauses (a) and (b) of this Section 1.8, Grantor binds and obligates itself, its successors and assigns, to warrant and forever defend all and singular the Overriding Royalty insofar as it relates to the MC 711 Lease unto Grantee, its successors and assigns, against every Person whomsoever lawfully claiming or to claim the same or any part thereof, subject only to (i) the terms, provisions and conditions of this Conveyance and (ii) the Permitted Encumbrances to the extent (but only to the extent) that the same are valid and subsisting and affect title to the MC 711 Subject Interest. Grantor further warrants and represents that (i) the MC 711 Lease is a valid and subsisting oil and gas lease covering the lands described in Exhibit A to the First Amendment; (ii) Grantor's ownership of the MC 711 Subject Interest entitles Grantor to a share of all Hydrocarbons produced from or

attributable to the MC 711 Wells, and the proceeds of such production, after giving effect to and/or deducting all applicable Royalties and Lease Burdens (exclusive of net profits interests), that is not less than the respective net revenue interests identified on Exhibit A to the First Amendment, and obligates Grantor to pay a share of all costs of operation and development of the MC 711 Wells that is not greater than the respective record title interest, interest in operating rights, or leasehold interests identified on Exhibit A to the First Amendment. There is also hereby conveyed to Grantee, by way of substitution and subrogation, all rights of warranty and contractual representations or covenants of any kind or nature held by Grantor and any Affiliate of Grantor against any of Grantor's or such Affiliate's respective predecessors in title with respect to the MC 711 Subject Interest, insofar as directly or indirectly affecting the Overriding Royalty insofar as it relates to the MC 711 Lease; provided, however, that, without limiting Grantee's substitution and subrogation rights in respect to the Overriding Royalty insofar as it relates to the MC 711 Lease, Grantor reserves the right to enforce such rights of warranty and contractual representations or covenants as to the MC 711 Subject Interest. Without waiving or limiting any restrictions in this Conveyance on the creation by Grantor of Lease Burdens, Grantor further warrants and represents that:

- (a) until the Overriding Royalty is fully and finally discharged and terminated in accordance with Section 1.3, the net revenue interest of Grantor in and to the MC 711 Lease, insofar and only insofar as the MC 711 Lease covers the MC 711 Wells, determined after deducting all Royalties and Lease Burdens in effect with respect thereto as of the Effective Date for the MC 711 Subject Interest (excluding any net profits interests, but expressly including the term overriding royalty interests created under the two (2) Conveyances of Term Overriding Royalty Interests respectively executed as of January 5, 2010, and as of January 26, 2010, and the two perpetual overriding royalty interests created under the two (2) Conveyances of Perpetual Overriding Royalty Interests respectively executed as of January 5, 2010, and as of January 26, 2010, each affecting the MC 711 Lease) shall, in no event, be less than 49.9999%; and
- (b) this Conveyance and the Overriding Royalty are not subordinate, subject, or inferior to, or bound by, (1) the Conveyances of Term Overriding Royalty Interests referenced in clause (a) above, (2) the "Multiple Indebtedness Mortgage," the "Covenant Agreement," and/or the "Purchase and Sale Agreement" (as defined in said Conveyances of Term Overriding Royalty Interests), or (3) the net profits interests referenced in Exhibit A to the First Amendment.
- (d) In Sections 3.1, 3.2, and 3.3 of the Conveyance, all references to "the date of this Conveyance" are replaced with a reference to "May 22, 2009."
- (e) In Sections 3.1, 3.2, and 3.3 of the Conveyance, all references to "credit balance" or "credit balances" are replaced with a reference to "credit Account Balance"

or "credit Account Balances," as appropriate, and all references to "debit balance" or "debit balances" are replaced with a reference to "debit Account Balance" or "debit Account Balances," as appropriate.

(f) The first sentence of Section 3.2 of the Conveyance is replaced with the following sentence:

A net profit account (the "Net Profit Account") with respect to the Subject Interests is hereby established as of May 22, 2009, and amounts shall be debited or credited to the Net Profit Account on and after such date as provided in this Article 3, except that amounts with respect to the MC 711 Subject Interest shall not be debited or credited to the Net Profit Account until the Effective Date with respect to the MC 711 Subject Interest, and no amounts incurred, received, or accrued prior to the Effective Date with respect to the MC 711 Subject Interest shall be debited or credited to the Net Profit Account.

(g) Section 4.1(a)(i) of the Conveyance is replaced with the following new Section 4.1(a)(i):

(i) Grantor will commence and complete, or to cause to be commenced and completed, the Agreed Operations, with diligence and without delay, in a manner consistent with good oilfield practices that would be employed by a prudent operator (without regard to the existence of the Overriding Royalty and the Subsequent Lease Burdens), in and with respect to (A) the MC 941 #3 Well, the MC 941 #4 Well, and the MC 942 #2 Well during the period of the First Campaign (as defined in the Drilling Contract), (B) the AT 63 #4 Well during the period of the Second Campaign (as defined in the Drilling Contract), (C) the MC 711 #9 Well and the MC 711 #10 Well during the period of the Third Campaign (as defined in the Drilling Contract), and (D) the GC 299 #1 ST 3 Well and the GC 300 #1 ST1 Well prior to the expiration of the applicable Lease (including any extension of such Lease duly granted by the MMS), subject to Section 4.1(a)(v); provided, however, that Grantor shall have no obligation, under this Conveyance or otherwise, to commence and complete, or to cause to be commenced and completed, Agreed Operations in the GC 299 #1 ST 3 Well or the GC 300 #1 ST 1 Well if, prior to the commencement of Agreed Operations in such well or wells, the Overriding Royalty has been fully and finally discharged and terminated in accordance with Section 1.3; and provided, further, that if Grantor is required to commence and complete, or to cause to be commenced and completed, Agreed Operations in one or both of the GC 299 #1 ST 3 Well and the GC 300 #1 ST 1 Well pursuant to this Section 4.1(a)(i), Grantor shall have no obligation to conduct such Agreed Operations pursuant to the Drilling Contract (provided further, however, that the foregoing shall not release or otherwise affect Grantor's obligations under the Drilling Contract regarding the use of Grantee's drilling equipment during the "Fourth Campaign" in accordance with the terms of the Drilling Contract);

(h) Section 5.6 of the Conveyance is amended in the following respects: (i) the reference to "Subject Interest" in the second sentence is replaced with a reference to "Subject Interests" and (ii) in clause (e) of the last sentence the words "Grantee rights or interests" are replaced with "Grantee's rights or interests."

(i) Section 6.10 of the Conveyance is replaced with the following new Section 6.10:

6.10 Certain References. Certain agreements, contracts and other documents are listed in Exhibit B to this Conveyance and/or in Exhibit A to the First Amendment and included in the definition of Permitted Encumbrances. References herein or in Exhibit B to this Conveyance and/or in Exhibit A to the First Amendment to Permitted Encumbrances are made solely for the purpose of protecting Grantor on Grantor's warranties and representations as to the Subject Interests, and without regard to whether or not any Permitted Encumbrance is valid, subsisting, legal or enforceable or affects the Overriding Royalty; and such references are not intended to constitute and shall not constitute any sort of recognition or acknowledgment by any party as to the validity, legality or enforceability of the same or of any term, provision or condition thereof or the applicability thereof to the Overriding Royalty, and shall not revive or ratify the same or create any rights in any third person. Without limiting the generality of the foregoing, it is expressly provided that this Conveyance and the Overriding Royalty are not subordinate, subject, or inferior to, or bound by, any net profits interests or overriding royalty interests reflected or referenced in Exhibit A to the First Amendment or any of the contracts or agreement reflected or referenced in Exhibit B to this Conveyance. No provision in this Conveyance shall be construed as an agreement or expression of intent by Grantee to acquire the Overriding Royalty subject to any unrecorded Permitted Encumbrance; provided, however, no breach of any warranty of title hereunder shall arise as the result of any claim made pursuant to any unrecorded Permitted Encumbrance.

1.5 Other Warranties and Representations.

(a) Grantor represents and warrants, as of the date of execution of this First Amendment, to Grantee (i) that Grantor has all requisite corporate power and authority to execute and deliver this First Amendment, (ii) that the execution, delivery and performance of this First Amendment by Grantor have been duly and validly authorized by all requisite corporate action on the part of Grantor, and (iii) that Grantor is the operator of all of the Leases.

(b) Grantee represents and warrants, as of the date of execution of this First Amendment, to Grantor (i) that it has all requisite corporate power and authority to execute and deliver this First Amendment and (ii) that the execution, delivery and performance of this First Amendment by it have been duly and validly authorized by all requisite corporate action on its part.

**ARTICLE 2
MISCELLANEOUS**

2.1 Governing Law. THIS FIRST AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS, EXCEPT TO THE EXTENT THE LAWS OF ANY OTHER STATE ARE MANDATORILY APPLICABLE. THE PARTIES HEREBY IRREVOCABLY SUBMIT TO THE NON-EXCLUSIVE JURISDICTION OF ANY TEXAS STATE COURT OR FEDERAL COURT OF THE UNITED STATES OF AMERICA SITTING IN HARRIS COUNTY, TEXAS, AND ANY APPELLATE COURT FROM ANY THEREOF, WITH RESPECT TO ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS FIRST AMENDMENT AND CONSENT TO THE SERVICE OF PROCESS IN ANY MANNER PERMITTED BY LAW.

2.2 Interpretation. It is expressly agreed that this First Amendment shall not be construed against any party, and no consideration shall be given or presumption made, on the basis of who drafted this First Amendment or any particular provision hereof or who supplied the form of this First Amendment. Each party agrees that this First Amendment has been purposefully drawn and correctly reflects its understanding of the transaction that this First Amendment contemplates.

2.3 No Release or Impairment. This First Amendment shall not operate to release or impair the effectiveness as of May 22, 2009, of the grant, bargain, sale, conveyance and delivery of the Overriding Royalty with respect to the Leases with Serial Numbers OCS G 13198, OCS G 15571, OCS G 16661, OCS G 22939, and G 24130 pursuant to the Conveyance, as subsequently amended and supplemented by this First Amendment.

2.4 Ratification. The Conveyance, as amended and supplemented by this First Amendment, is ratified and declared to be in full force and effect.

2.5 Counterparts. This First Amendment is executed in multiple originals all of which shall constitute one and the same First Amendment.

[Signature Page Follows]

EXECUTED in multiple originals at Houston, Texas, on this 30th day of March, 2010, effective as of the Amendment Effective Time.

Grantor:

WITNESSES:

ATP Oil & Gas Corporation

Clay Wilkins
Printed Name: CLAY WILKINS

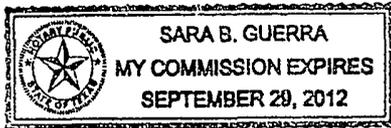
By Leland E. Tate
Leland E. Tate
President

Trevor Harrison
Printed Name: TREVOR HARRISON

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STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this 30th day of March, 2010, personally appeared, Leland E. Tate, known to me to be the person whose name is subscribed to the foregoing instrument as President of ATP Oil & Gas Corporation, a Texas corporation, and acknowledged to me that he executed the same for purposes and consideration therein expressed, and in the capacity therein stated and on behalf of and as the act and deed of said corporation.



Sara B. Guerra
Notary Public

Commission Expires: 9/29/2012

EXECUTED in multiple originals at Houston, Texas, on this 30th day of March, 2010, effective as of the Amendment Effective Time.

Grantee:

Diamond Offshore Company

WITNESSES:

[Signature]
Printed Name: Jerena W. Waldorf

Debra D. Fast
Printed Name: Debra D. Fast

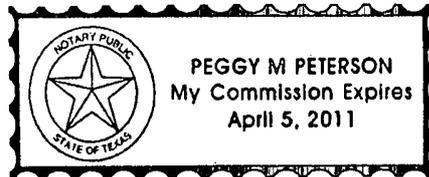
By [Signature]
Name: William C. Long
Title: Senior Vice President, General Counsel & Secretary

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this 30th day of March, 2010, personally appeared William C. Long, known to me to be the person whose name is subscribed to the foregoing instrument as Senior Vice President, General Counsel & Secretary of Diamond Offshore Company, a Delaware corporation, and acknowledged to me that he executed the same for purposes and consideration therein expressed, and in the capacity therein stated and on behalf of and as the act and deed of said corporation.

[Signature]
Notary Public

Commission Expires: 5 April 2011



SCHEDULE 1

**ATTACHED TO AND MADE A PART OF THAT CERTAIN
FIRST AMENDMENT TO CONVEYANCE OF OVERRIDING ROYALTY INTEREST
FROM ATP OIL & GAS CORPORATION TO
DIAMOND OFFSHORE COMPANY**

**RECORDING SCHEDULE
FOR
CONVEYANCE OF OVERRIDING ROYALTY INTEREST DATED EFFECTIVE AS
OF MAY 22, 2009, FROM ATP OIL & GAS CORPORATION, AS GRANTOR, TO
DIAMOND OFFSHORE COMPANY, AS GRANTEE**

Jurisdiction	Record Type	Book/Page	File No.	File Date
MMS	Non-Required	n/a	OCS G 13198 (Atwater Block 63)	6/5/2009
MMS	Non-Required	n/a	OCS G 15571 (Green Canyon Block 299)	6/5/2009
MMS	Non-Required	n/a	OCS G 22939 (Green Canyon Block 300)	6/5/2009
MMS	Non-Required	n/a	OCS G 16661 (Mississippi Canyon Block 941)	6/5/2009
MMS	Non-Required	n/a	OCS G 24130 (Mississippi Canyon Block 942)	6/5/2009
Lafourche Parish, Louisiana	Conveyance	Bk 1781, Pg 793	Instrument No. 1071429	5/29/2009
Plaquemines Parish, Louisiana	Conveyance	Bk 1204, Pg 745	File No. 2009-00002217	5/29/2009
Terrebonne Parish, Louisiana	Conveyance	Bk 2152, Pg 655	File No .1323528	5/29/2009

EXHIBIT A

**ATTACHED TO AND MADE A PART OF THAT CERTAIN
FIRST AMENDMENT TO CONVEYANCE OF OVERRIDING ROYALTY INTEREST
FROM ATP OIL & GAS CORPORATION TO
DIAMOND OFFSHORE COMPANY**

MC 711 LEASE; MC 711 SUBJECT INTEREST; MC 711 LEASE BURDENS

MISSISSIPPI CANYON BLOCK 711

The Lease:

Oil and Gas Lease of Submerged Lands under the Outer Continental Shelf Lands Act dated effective May 1, 1993, bearing Serial No. OCS-G 14016, between the United States of America, as Lessor, and Union Pacific Resources Company, as Lessee, covering all of Block 711, Mississippi Canyon, as shown on OCS Official Protraction Diagram, NH 16-10, containing approximately 5760 acres.

Record Title and Operating Rights Interests:

Grantor holds (i) one hundred percent (100%) of the record title interest in and to the Lease and (ii) an undivided one hundred percent (100%) interest in and to the Operating Rights in the Lease, INsofar AND ONLY INsofar AS such Lease covers the subsurface interval from the surface of the earth to fifty thousand feet true vertical depth (50,000' TVD), and INsofar AND ONLY INsofar AS such Lease covers the MC 711 Wells, all Hydrocarbons produced from the MC 711 Wells, and all rights, interests, privileges, and obligations appurtenant to the MC 711 Wells.

Grantor's Working Interest: 100%

Grantor's Net Revenue Interest: 49.9999%

100% (working interest) -12.5% (royalty) - 2.0% (Anadarko ORI) -12.825% (2008 NGP ORI and 2008 Macquarie ORI) - 4.275% (2009 NGP ORI) -18.40010% (Jan. 5 Term ORI + Jan. 5 Perpetual ORI + Jan. 26 Term ORI + Jan. 26 Perpetual ORI) = 49.9999%+

+ Subject to the net profits interest provided in the following documents, but to which the Overriding Royalty under this Conveyance is not subordinate, subject, inferior or bound:

- Farmout Agreement dated as of May 25, 2009, between ATP Oil & Gas Corporation and Air Logistics, L.L.C.
- Conveyance of Overriding Royalty Interest dated as of May 25, 2009, from ATP Oil & Gas Corporation to Air Logistics, L.L.C., which provides for a limited overriding royalty interest payable out of 1.5% of net profits.

EXHIBIT B

ATTACHED TO AND MADE A PART OF THAT CERTAIN FIRST AMENDMENT TO CONVEYANCE OF OVERRIDING ROYALTY INTEREST FROM ATP OIL & GAS CORPORATION TO DIAMOND OFFSHORE COMPANY

MC 711 LEASE CONTRACTS AND AGREEMENTS

The MC 711 Subject Interest is subject to the following contracts and agreements, but to which the Overriding Royalty under this Conveyance is not subordinate, subject, inferior or bound:

Mississippi Canyon Block 711 Agreements:

- a. Offer Agreement, dated April 4, 2003, by and between Anadarko E&P Company LP and ATP Oil & Gas Corporation ("ATP") (the "Anadarko ORI").
- b. Purchase and Sale Agreement, dated effective June 1, 2008, by and between Macquarie Investments LLC ("Macquarie") and ATP, providing for the sale of a limited term overriding royalty interest (the "2008 Macquarie ORI").
- c. Purchase and Sale Agreement, dated effective as of June 1, 2008, by and between NGP Capital Resources Company ("NGP") and ATP, providing for the sale of a limited term overriding royalty interest (the "2008 NGP ORI").
- d. Purchase and Sale Agreement dated effective as of October 1, 2009, by and between ATP and NGP, providing for the sale of a limited term overriding royalty interest (the "2009 NGP ORI").
- e. Farmout Agreement dated effective as of May 25, 2009, by and between ATP and Air Logistics, L.L.C.
- f. Purchase and Sale Agreement dated as of January 5, 2010, among ATP Oil & Gas Corporation, as "Working Interest Owner", and the parties signatory thereto as "Royalty Owners."
- g. Conveyance of Term Overriding Royalty Interests ("Jan. 5 Term ORI"), dated January 5, 2009, and effective 9:00 a.m., Central Time, on October 1, 2009, from ATP Oil & Gas Corporation (as "Working Interest Owner") to the other parties signatory thereto as "Royalty Owners".
- h. Conveyance of Perpetual Overriding Royalty Interests ("Jan. 5 Perpetual ORI"), dated January 5, 2009, and effective 9:00 a.m., Central Time, on October 1, 2009, from ATP Oil & Gas Corporation (as "Working Interest Owner") to the other parties signatory thereto as "Royalty Owners".

- i. Covenant Agreement dated as of January 5, 2010, among ATP Oil & Gas Corporation and the parties signatory thereto as "Royalty Owner."
- j. Multiple Indebtedness Mortgage dated as of January 5, 2010, from ATP Oil & Gas Corporation to Citibank, N.A. Agency and Trust Department, as Collateral Agent on behalf of the parties identified therein as "Royalty Owners."
- k. Purchase and Sale Agreement dated as of January 26, 2010, among ATP Oil & Gas Corporation, as "Working Interest Owner", and the parties signatory thereto as "Royalty Owners."
- l. Conveyance of Term Overriding Royalty Interests ("Jan. 26 Term ORI"), dated January 26, 2009, and effective 9:00 a.m., Central Time, on October 1, 2009, from ATP Oil & Gas Corporation (as "Working Interest Owner") to PWP ABV Energy I LLC and PWP ABV Energy II LLC (as the "Royalty Owners").
- m. Conveyance of Perpetual Overriding Royalty Interests ("Jan. 26 Perpetual ORI"), dated January 5, 2009, and effective 9:00 a.m., Central Time, on October 1, 2009, from ATP Oil & Gas Corporation (as "Working Interest Owner") to PWP ABV Energy I LLC and PWP ABV Energy 11 LLC (as the "Royalty Owners").
- n. Covenant Agreement dated as of January 26, 2010, among ATP Oil & Gas Corporation and the parties signatory thereto as "Royalty Owner."
- o. Multiple Indebtedness Mortgage dated as of January 26, 2010, from ATP Oil & Gas Corporation to Citibank, N.A. Agency and Trust Department, as Collateral Agent on behalf of the parties identified therein as "Royalty Owners."