



Blackhill Partners, LLC
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August 28, 2015

Mr. Howard A. Settle, Chairman
RAAM Global Energy Company
1537 Bull Lea Road
Suite 200
Lexington, KY 40511

RE: Engagement of James R. Latimer, III by and through Blackhill Partners LLC by RAAM Global Energy Company

Gentlemen:

This letter confirms our understanding that RAAM Global Energy Company ("RAAM" or "the Company") has engaged Blackhill Partners LLC ("we" or "us" or "Blackhill") to act as RAAM's chief restructuring officer, by and through solely the services of Mr. James R. Latimer, III ("Latimer"), and provide other professional services as may be expressly requested and authorized by the Board from the date of the agreement (this "Agreement") through the end of the Engagement Period (as hereinafter defined) with respect to restructuring services requested by RAAM. The "Engagement Period" shall mean that period commencing on August 28, 2015, and continuing through the termination date as determined by the process provided for below. The parties to this Agreement agree and acknowledge that this Agreement is supported by adequate and valuable mutual consideration, the mutual covenants and agreements of the parties, the services to be performed hereunder, and the fees and other monetary payments to be paid and received by the parties hereunder.

1. Services

RAAM hereby engages Blackhill for the purpose of providing Latimer in the capacity of chief restructuring officer ("CRO") to RAAM. The CRO shall provide executive and restructuring leadership, turnaround and crisis management services, and such other services that may be requested by RAAM. Blackhill shall provide the professional services of such other members of Blackhill as needed or requested by the RAAM Board through the end of the Engagement Period.

The services to be provided by the CRO will be those consistent with the Scope of Engagement detailed below.

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Scope of Engagement: Chief Restructuring Officer

Subject to the oversight, direction, and authority of Board of Directors of the Debtors (the "Board"), the scope of the engagement of the CRO shall be as set forth below:

- Cash Management / Financial Reporting
 - Review of cash balances
 - Oversight and approval of all budgets including Capital Expenditures ("CapEx") and 13-week cash flow forecasts
 - Oversight and approval of all cash disbursements (including CapEx)
 - Oversight and approval of all agreements to incur (a) any one-time obligation in excess of \$50,000 or (b) any obligations in the aggregate in excess of \$100,000
 - Support DIP financing efforts (as required)
- Operations
 - Oversight and approval of business plan
 - Support vendor management and communication efforts
- Strategic Oversight
 - Oversight and approval of asset sales
 - Review and assess positions and interests of the current stakeholders and options resolving of issues among them and participation in discussions relating to same
 - Assist discussions with strategic counterparties, potential purchasers, and third party capital providers (as required)
 - Participate in discussions with sureties and BOEM (as required)
- Restructuring Process
 - Support Chapter 11 filing, including information required for First Day Motions
 - Oversight and approval of all reporting to the Bankruptcy Court, secured lenders and secured noteholders
 - Report and make recommendations to the Board as appropriate with respect to options that represent a prudent and value maximizing option for the Debtors
 - For the absence of doubt, the CRO shall report directly to the Board
 - Provide such other services as are determined by the Board to be necessary or desirable for the debtors to maximize value for their stakeholders
 - Provide testimony related to the restructuring process (as needed)

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- Miscellaneous
 - Any modification of the CRO's engagement letter shall require the written consent of Highbridge
 - To provide the services contemplated by this Agreement, RAAM hereby authorizes Blackhill to use the services of Messrs. Latimer, Stone, Hyman, Brown, and Denny.

2. Fees and Expenses

As compensation for the commitment of time and resources and the services provided by Blackhill hereunder, RAAM agrees to pay Blackhill the following:

- (i) Upon the execution of this Agreement, RAAM shall deliver to Blackhill a combined fee and expense retainer in the amount of \$200,000 (the "Retainer") which will be applied to the final invoice of Blackhill and any other invoices of Blackhill that shall remain unpaid at the conclusion of the engagement hereunder. Any unused portion of the Retainer shall be refunded upon the completion of the engagement hereunder.
- (ii) Professional fees in the amounts as described below:
 - a. For Managing Directors, \$575 to \$650 per hour;
 - b. For Engineering Advisors, \$350 to \$500 per hour,
 - c. For Vice Presidents, \$350 to \$450 per hour.
 - d. For Associates, \$250 to \$350 per hour, and
 - e. Other Professionals, \$175 to \$250 per hour
- (iii) For each month of the engagement, Blackhill shall deliver to RAAM a monthly invoice for its services hereunder. Each Blackhill invoice, after reduction for payments made pursuant to (iv) below, shall be due and payable in full by wire transfer within five (5) days of its submission by Blackhill to RAAM. For each month of the engagement hereunder, Blackhill shall also provide to RAAM a monthly invoice that shall include the total out-of-pocket expenses of Blackhill. The CRO shall obtain the consent and approval of RAAM through the Board of Directors before (i) Blackhill or the CRO incur an expenditure of any item or items collectively which are equal to or exceed \$20,000 and (ii) the billing of any other Blackhill personnel in addition to Messrs. Latimer, Stone, Hyman, Brown, and Denny prior to their work as part of this engagement.
- (iv) In light of the uncertainty in this situation, RAAM will pay Blackhill \$45,000 (the "Weekly Fee Payment") at the beginning of each week, with a monthly "true up" invoice and payment approximately 10 days after the end of the month. If the Weekly Fee Payment amount is consistently too high or too low, the parties agree to revise the

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amount of the Weekly Fee Payment to more accurately estimate the future weekly fees. Out-of-pocket expenses for engagements such as this one typically run about ten percent of fees. While the exact amount will be included in a monthly invoice and reconciliation, the ten percent estimate will be paid weekly in addition to the Weekly Fee Payment.

- (v) \$250,000.00 (the "Success Fee") upon the consummation of a restructuring transaction, including but not limited to: (a) the occurrence of the effective date (the "Effective Date") of any Plan of Reorganization approved by the bankruptcy court having jurisdiction in the RAAM case; (b) the closing of a sale of substantially all of the Company's assets pursuant to section 363 of the Bankruptcy Code; or (c) the consummation of a Restructuring Plan that achieves the retirement or satisfactory resolution of claims by the senior lender to the Company. For the avoidance of doubt, under no circumstances will more than one Success Fee be payable to Blackhill.

No fees, retainers or other compensation or benefits of any kind shall be paid by RAAM to Latimer or any Blackhill team member for his services to RAAM. Blackhill shall be solely responsible for any and all compensation, remuneration, and benefits paid or provided to Latimer and the Blackhill team in connection with the services provided to RAAM.

3. Information to be supplied

Under the terms of this Agreement, we will be acting under the authority of the RAAM Board of Directors. In connection with our engagement, RAAM will furnish us with all information concerning the Company that we reasonably deem appropriate and will provide us with reasonable access to the Company's managers, employees, accountants, counsel and other representatives (collectively, the "Representatives"), it being understood that we will rely solely upon such information supplied by the Company and its Representatives without assuming any responsibility for independent investigation or verification thereof. All confidential information concerning the Company that is given to us will be used solely in the course of the performance of our services hereunder. Except as otherwise required by law, we will not disclose this information to a third party without RAAM's consent.

No advice rendered or decisions made by us, whether formal or informal, may be disclosed, in whole or in part, or summarized, excerpted from or otherwise referred to without our prior written consent, which will not be unreasonably denied or withheld. In addition, we may not be otherwise referred to without our prior written consent.

4. Termination

Our engagement hereunder may be terminated at any time, with or without cause, by (i) Blackhill upon 10 days prior written notice thereof to RAAM, such notice to be given by Registered, Certified or Express Mail or (ii) RAAM (a) at any time during the Engagement

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Period if the Board of Directors of RAAM shall have determined that Latimer or Blackhill shall have engaged in gross negligence or willful misconduct in connection with their services hereunder and (b) after June 30, 2016, upon 30 days prior written notice thereof to Blackhill, such notice to be given by Registered, Certified or Express Mail; provided, however, that in the event of any termination of our engagement, we will continue to be entitled to receive payment for any accrued but unpaid Professional Fees and the out-of-pocket expenses provided for herein through the date of such termination. Any termination shall not affect RAAM's agreement to indemnify Blackhill and certain related persons as provided in Schedule I attached hereto. Upon termination of this engagement for any reason, Latimer shall be deemed to have resigned, as of the time of such termination, from any and all positions he then holds with RAAM (whether as an officer, limited liability company manager or otherwise) and each of its subsidiaries and/or affiliates.

5. Bankruptcy

In the event that a Bankruptcy Case is commenced, whether voluntarily or involuntary:

- (a) The Company shall use its reasonable best efforts to seek an interim and final order of the Bankruptcy Court authorizing the employment of Blackhill as its chief restructuring officer and restructuring advisor pursuant to the terms of this agreement (including, without limitation, the fee, expense, and indemnification provisions hereof) pursuant to, and subject to the standards of review set forth in, section 328(a) or 363(b) of the Bankruptcy Code, as applicable (and not subject to the standards of review set forth in section 330 of the Bankruptcy Code), nunc pro tunc to the date the Bankruptcy Case is commenced. The motion to retain and employ Blackhill and the proposed interim and final orders authorizing Blackhill's retention must be acceptable to Blackhill in its good faith discretion. Prior to commencing a Bankruptcy Case, the Company shall pay all amounts then earned and payable pursuant to this agreement in cash. In agreeing to seek Blackhill's retention under section 328(a) or 363(b) of the Bankruptcy Code, as applicable, the Company acknowledges that it believes that Blackhill's general restructuring capabilities will inure to the benefit of the Company, that the value to the Company of Blackhill's services derives in substantial part from that expertise and experience and that, accordingly, the structure and amount of the fees set forth in Section 2 herein are reasonable, regardless of the number of hours expended by Blackhill's professionals in the performance of the services to be provided hereunder;
- (b) Blackhill shall have no obligation to provide services under this or any agreement unless Blackhill's retention under such agreement is approved by a final, non-appealable order of the Bankruptcy Court (acceptable to Blackhill in its good faith discretion, which order must also approve the indemnification provisions in Schedule 1 of this agreement) under section 328(a) or 363(b) of the Bankruptcy Code, as applicable. If the final non-appealable order authorizing the employment of Blackhill is not obtained within a 60-day

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period following the filing of the Bankruptcy Case, or such order is later reversed, vacated, stayed or set aside for any reason, Blackhill may terminate this agreement, and the Company shall be obligated to reimburse Blackhill for all fees and expenses incurred prior to the date of termination, subject to the requirements of any applicable orders of the Bankruptcy Court, the Bankruptcy Code, the Bankruptcy Rules, and applicable local rules, guidelines and Bankruptcy Court orders. Following entry of the interim order authorizing the retention of Blackhill, the Company shall pay as promptly as possible all fees and expenses due pursuant to this agreement, as approved by the Bankruptcy Court and in accordance with the terms of this agreement, the Bankruptcy Code, and Bankruptcy Rules, and applicable local rules, guidelines and Bankruptcy Court orders;

- (c) Blackhill's post-petition compensation as set forth herein and payments made pursuant to the expense reimbursements and indemnification provisions of this agreement (including, without limitation, Schedule 1 hereto) shall be entitled to priority as expenses of administration under sections 503(b)(1)(A) and 507(a)(2) of the Bankruptcy Code, and shall be entitled to the benefits of any "carve-outs" for professional fees and expenses in effect pursuant to one or more financing orders entered by the Bankruptcy Court. The Company also agrees to assist Blackhill in preparing, filing and serving all required fee statements, interim fee applications, and final fee application. The Company agrees to support Blackhill's fee applications during any Bankruptcy Court hearing on such fee applications, so long as the fees and expenses sought by Blackhill therein are consistent with this agreement. The Company further agrees to reimburse Blackhill for any fees and expenses incurred in preparing, filing, serving, prosecuting or defending (including any appeal relating to a fee application) any required fee statement, interim fee application and final fee application; and
- (d) The Company shall use its reasonable best efforts to ensure that, to the fullest extent permitted by law, any confirmed plan of reorganization or liquidation in the Bankruptcy Case contains typical and customary release (both from the company and from third parties) and exculpation provisions releasing, waiving, and forever discharging Blackhill and any of its divisions, affiliates, current or former directors, officers, partners, members, agents or employees of Blackhill or any of its affiliates, or any person controlling Blackhill or its affiliates, current or former directors, officer, partners, members, agents or employees from any claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action, and liabilities related to the Company or the engagement described in this agreement.

The terms of this Section 5 are solely for the benefit of Blackhill, and may be waived, in whole or in part, only by Blackhill.

6. Other Matters

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Under the terms of this Agreement, we are serving under the authority of the Company's Board of Directors as an independent contractor with duties owing solely to the Company. Nothing contained herein is intended to create or should be construed as creating a fiduciary relationship between Blackhill and the Company, its Board of Directors or its shareholders (irrespective of whether Blackhill has advised or is currently advising the Company on other matters); we are expressly not acting as a fiduciary. This Agreement sets forth the entire agreement between the parties as to the subject matter hereof and supersedes all previous agreements between the parties hereto, whether written, oral or otherwise. Any amendments to this Agreement shall only be valid if made in writing and signed by all parties hereto. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect. This agreement is solely for the benefit of the Company and Blackhill and no other person (except indemnified persons to the extent set forth in Schedule I) shall acquire or have any rights by virtue of this agreement.

In performing its services pursuant to this Agreement, Blackhill is not providing and shall not be deemed to have provided any tax, accounting, actuarial, legal, insurance or other specialist advice. The Company confirms that it will rely on its own counsel, accountants and similar specialist advisors for legal, accounting, tax and other similar advice. Additionally, Blackhill assumes no responsibility for the decision of the Company or any other party to pursue (or not to pursue) any business strategy or to effect (or not to effect) any transaction. The Company acknowledges that the Company's appointment of Blackhill pursuant to this Agreement is not intended to guarantee the consummation of a Restructuring and that Blackhill is not in a position to guarantee any outcome.

The Company acknowledges that any financial advice, written or oral, is solely for the purpose of assisting the Company in considering the matters to which our engagement relates. The Company agrees that, notwithstanding any termination or expiration of our engagement, any advice, written or oral, rendered by Blackhill and the terms of our engagement hereunder may not be disclosed publicly or made available to third parties without the prior written consent of Blackhill. In addition, the Company acknowledges that any and all analytical tools (whether tangible or intangible) including any financial models, industry analysis, information memoranda, valuation data or other information and analysis gathered or produced by Blackhill are the express intellectual property of Blackhill, and the Company shall have no right or future claim upon the use of such intellectual property.

The Company acknowledges that in light of Blackhill's substantial experience and knowledge in the restructuring market, the uncertain nature of the time and effort that may be expended by Blackhill in fulfilling its duties hereunder, the opportunity cost associated with undertaking this engagement, and the "market rate" for professionals of Blackhill's stature in the restructuring market generally, the fee arrangement hereunder is just, reasonable, and fairly compensates Blackhill for its services in the contemplated transaction.

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Notice given pursuant to any of the provisions of this Agreement shall be in writing and shall be given by Registered, Certified or Express Mail (a) if to the Company, at the address set forth above, and (b) if to Blackhill, at our offices at Blackhill Partners, LLC; 2651 N. Harwood St., Suite 120; Dallas, Texas 75201; Attn: James R. Latimer, III.

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. This Agreement may not be assigned by either party hereto, without the prior written consent of the other, to be given in the sole discretion of the party from whom such consent is being requested. Any attempted assignment of this Agreement made without such consent may be void, at the option of the non-assigning party. This Agreement has been and is made solely for the benefit of the Company and Blackhill, and no other shall acquire or have any right under or by virtue of this Agreement except as noted above.

The Company agrees that Blackhill has the right, following the closing of a transaction to place advertisements in financial and other newspapers and trade journals at its own expense describing its services to the Company hereunder.

The descriptive headings in this Agreement have been inserted for convenience only and shall not be deemed to limit or otherwise affect the construction of any provision thereof or hereof. The parties have participated jointly in the negotiation and drafting of this Agreement with counsel sophisticated in similar transactions. In the event an ambiguity or question of intent or interpretation arises, this Agreement and the agreements, documents and instruments executed and delivered in connection herewith shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement and the agreements, documents and instruments executed and delivered in connection herewith.

7. Indemnification, etc.

As further consideration under this Agreement, the Company shall indemnify and hold harmless the Blackhill Indemnified Parties (as defined in Schedule I) in accordance with Schedule I. The terms and provisions of Schedule I (incorporated by reference herein) constitute a part hereof and shall survive any termination or expiration of this Agreement. Neither Blackhill nor its affiliates shall be responsible or have any liability for any indirect, special or consequential damages arising out of or in connection with this Agreement or the transactions contemplated hereby, even if advised of the possibility thereof.

8. Governing Law, etc.

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This Agreement is to be governed by and construed in accordance with the laws of the State of Texas, without regard to the principles of conflict of laws, and the applicable laws of the United States of America. The Courts of the State of Texas shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning this Agreement and any matter arising from it, unless the Company files for protection under the Bankruptcy Code, in which event any disputes will be subject to resolution by the Bankruptcy Court. BLACKHILL AND THE COMPANY (ON ITS BEHALF AND, TO THE EXTENT PERMITTED BY LAW, ON BEHALF OF ITS CREDITORS AND SECURITY HOLDERS) WAIVE ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY PROCEEDING ARISING OUT OF THIS AGREEMENT.

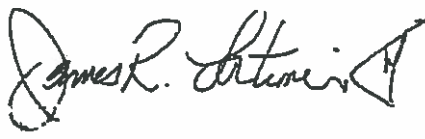
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We are delighted to accept this engagement and look forward to working with you on this assignment. Please confirm that the foregoing is in accordance with your understanding by signing and returning to us the enclosed duplicate of this letter.

Very truly yours,

Blackhill Partners, LLC

By: 

Name: James R. Latimer, III
Title: Managing Director

Accepted and Agreed to by RAAM as its valid legal obligation as of the date first written above:

RAAM Global Energy Company

By: 

Name: Mr. Howard A. Settle
Title: Chairman, Board of Directors

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SCHEDULE I

RAAM will indemnify and hold harmless Blackhill, James R. Latimer, III ("Latimer"), Blackhill's affiliates, and their respective directors, officers, employees, agents, representatives and controlling persons (Blackhill, Latimer and each such entity or person being an "Indemnified Party") from and against any and all losses, claims, damages and liabilities, joint or several, to which such Indemnified Party may become subject, provided the same are related to or arising out of activities performed by or on behalf of an Indemnified Party pursuant to this Agreement, any transactions contemplated thereby or any Indemnified Party's role in connection therewith; provided further that RAAM will not be liable to the extent that any loss, claim, damage or liability is finally judicially determined to have resulted primarily from the Indemnified Party's gross negligence or willful misconduct. RAAM agrees to reimburse any Indemnified Party for all reasonable costs and expenses (including counsel fees and disbursements) as they are incurred in connection with the investigation of, preparation for or defense of any pending or threatened claim, or any action, investigation, suit or proceeding arising therefrom, whether or not such Indemnified Party is a party, including the enforcement of this Agreement. RAAM agrees that no Indemnified Party shall have any liability (whether direct or indirect, in contract or tort or otherwise) to RAAM, its owned or affiliated entities or its security holders or creditors, related to or arising out of the engagement of Blackhill or Latimer pursuant to, or the performance by Blackhill or Latimer of the services contemplated by, this Agreement except to the extent that any loss, claim, damage or liability is finally judicially determined to have resulted primarily from the Indemnified Party's gross negligence or willful misconduct.

If the indemnification provided for in this Agreement is for any reason held unenforceable, RAAM agrees to contribute to the losses, claims, damages and liabilities, as incurred by any Indemnified Person, for which such indemnification is held unenforceable in such proportion as is appropriate to reflect the relative benefits to RAAM and its owned or affiliated entities, on the one hand, and Blackhill, on the other hand, of the engagement of Blackhill. RAAM agrees that for the purposes of this paragraph the relative benefits to RAAM and Blackhill shall be deemed to be in the same proportion that the total value of the transactions under consideration by RAAM compared to the professional fees paid or to be paid to Blackhill under this Agreement; provided that, to the extent permitted by applicable law, in no event shall the Indemnified Parties be required to contribute an aggregate amount in excess of the aggregate professional fees actually paid to Blackhill under this Agreement.

In the event RAAM is considering entering into one transaction or a series of transactions involving a merger or other business combination or a dissolution or liquidation of all or a significant portion of its assets, RAAM shall promptly notify Blackhill in writing. If requested by Blackhill and/or its assigns, RAAM shall then establish alternative means of providing for its obligations set forth herein on terms and conditions reasonably satisfactory to Blackhill and/or its assigns, if any.

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Promptly after receipt by an Indemnified Party of notice of any claim or the commencement of any action, suit or proceeding with respect to which an Indemnified Party may be entitled to indemnity hereunder, the Indemnified Parties will notify RAAM in writing of such claim or of the commencement of such action or proceeding, and RAAM will assume the defense of such action, suit or proceeding and will employ counsel reasonably satisfactory to the Indemnified Parties and will pay the fees and disbursements of such counsel, as incurred. Notwithstanding the preceding sentence, any Indemnified Party will be entitled to employ counsel separate from counsel for RAAM or any other party in such action if such Indemnified Party reasonably determines that a conflict of interest exists which makes representation by counsel chosen by RAAM not advisable or if such Indemnified Party reasonably determines that RAAM's assumption of the defense does not adequately represent its interest. In such event, the fees and disbursements of such separate counsel will be paid by RAAM.

RAAM agrees that, without Blackhill's prior written consent (which consent will not be unreasonably withheld), it will not settle, compromise or consent to the entry of any judgment in any pending or threatened claim, action or proceeding in respect of which indemnification could be sought under the indemnification provision of this Agreement (whether or not Blackhill or any other Indemnified Party is an actual or potential party to such claim, action or proceeding), unless such settlement, compromise or consent includes an unconditional release of each Indemnified Party from all liability arising out of such claim, action or proceeding. Blackhill agrees that, without RAAM's prior written consent, it will not settle, compromise or consent to the entry of any judgment in any pending or threatened claim, action or proceeding in respect of which indemnification could be sought under the indemnification provision of this Agreement (whether or not RAAM is an actual or potential party to such claim, action or proceeding), unless such settlement, compromise or consent includes an unconditional release of each Indemnified Party from all liability arising out of such claim, action or proceeding.

In the event any Indemnified Party is requested or required to appear as a witness in any action, suit or proceeding brought by or on behalf of or against RAAM in which such Indemnified Party is not named as a defendant, RAAM agrees to reimburse Blackhill for all reasonable disbursements incurred by it in connection with such Indemnified Party's appearing and preparing to appear as a witness, including, without limitation, the fees and disbursements of its legal counsel, and to compensate Blackhill in an amount to be mutually agreed upon.

The provisions of Schedule I shall be in addition to any liability which RAAM may otherwise have. The provisions of this Schedule I are to be governed by the laws of the State of Texas, without giving effect to the principles of conflict of laws. Each of the parties consents to binding arbitration as provided in this paragraph for any dispute among the parties arising out of matters related to this Schedule I. Each of the parties waives the right to commence an action in connection with this Schedule I in any court and expressly agrees to be bound by the decision of the arbitrator as provided herein. The waiver in this paragraph will not prevent any party from commencing an action in any court for the sole purposes of enforcing the obligation of a party to

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submit to binding arbitration or the enforcement of an award granted by arbitration herein. In the event of any dispute among the parties as to the interpretation of any provision of this Schedule I or the rights and obligations of any party hereunder, such dispute shall be resolved through binding arbitration as hereinafter provided. If arbitration is required to resolve a dispute among the parties, any party may notify J.A.M.S./Endispute ("Agency") and request Agency to select one person to act as the arbitrator for resolution of the dispute. The arbitrator selected pursuant to this paragraph will establish the rules for proceeding with the arbitration of the dispute and such rules will be binding upon all parties to the arbitration proceeding. The arbitrator may use the rules of the Agency for commercial arbitration but is encouraged to adopt such rules as the arbitrator deems appropriate to accomplish the arbitration in the quickest and least expensive manner possible. Accordingly, the arbitrator may (i) dispense with any formal rules of evidence and allow hearsay testimony so as to limit the number of witnesses required, (ii) accept evidence of fair market value of any property involved in the dispute without formal appraisals and upon such information provided by parties or other persons and otherwise minimize discovery procedures as the arbitrator deems appropriate, (iii) act upon his understanding or interpretation of the law on any issue without the obligation to research such issue or accept or act upon briefs of the issue prepared by any party, (iv) limit the time for presentation of any party's case as well as the amount of information or number of witnesses to be presented in connection with any hearing, and (v) impose any other rules which the arbitrator believes appropriate to effect a resolution of the dispute as quickly and inexpensively as possible. The arbitrator will have the exclusive authority to determine and award costs of arbitration and the costs incurred by any party for their attorneys, advisors and consultants. Any award made by the arbitrator shall be binding on the parties and shall be enforceable to the fullest extent of the law. Any arbitration hereunder shall be conducted in Dallas, Texas, unless Agency shall not have an office in such location (and shall otherwise be unable to conduct the arbitration in such location) in which case such arbitration shall be conducted in such other place as determined by mutual consent of the parties.

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