

Vinson & Elkins

July 29, 2015

RAAM Global Energy Company
Century Exploration New Orleans, LLC
Century Exploration Houston, LLC
Century Exploration Resources, LLC
Attn: Howard Settle
Chairman, Chief Executive Officer, and President
1537 Bull Lea Road, Suite 200
Lexington, Kentucky 40511

Dear Howard:

We appreciate being asked to provide legal services in this matter. The purpose of this letter and the attached Additional Terms of Engagement is to set out the roles and responsibilities of our law firm and yours as the client.

Clients

The clients for this engagement are RAAM Global Energy Company, a Delaware corporation, Century Exploration New Orleans, LLC, a Delaware limited liability company, Century Exploration Houston, LLC, a Delaware limited liability company, Century Exploration Resources, LLC, a Delaware limited liability company (individually and collectively, “RAAM” or “you”). This engagement does not create an attorney-client relationship with any other persons or entities, including parents, subsidiaries, affiliates, joint venture entities, successors, acquirers, employees, officers, directors, shareholders, partners, members, or trustees, even if you exercise control over any of them or they exercise control over you.

If any bankruptcy case or other similar reorganization proceeding is filed for RAAM, if requested, we may choose to represent additional entities related to RAAM in connection with any such filing. We also may recommend that one or more of the clients identified above obtain separate or conflict counsel to the extent that the filing of such a case might materially affect our ability to continue to represent them.



RAAM Global Energy Company
Century Exploration New Orleans, LLC
Century Exploration Houston, LLC
Century Exploration Resources, LLC
July 29, 2015
Page 2

Scope of Engagement

As your counsel, we will provide legal advice and counsel regarding RAAM's creditor relationships, related analyses and negotiations, potential restructuring transactions (including, without limitation, financings, business combination transactions, exchange transactions, or sales of assets) and, if determined by RAAM to be necessary, any bankruptcy reorganization matters and proceedings (the "Bankruptcy Cases") filed under the United States Bankruptcy Code, as authorized by the board of directors or other appropriate governing body or group of each such entity. If you engage us for any related or additional matters or entities, we will describe them in a separate engagement letter or in a written supplement to this letter. This engagement will include only the matters described in this paragraph.

Fees and Other Charges

Our fees will be based on the time spent by the attorneys and other timekeepers who work on the matter. Billing rates vary according to the experience of the individuals and the nature or location of the work. The billing rates for this matter will range from \$340 to \$1,300 per hour for attorneys and from \$125 to \$575 per hour for other timekeepers.

Our billing rates are generally set in United States dollars ("USD"). Unless we agree otherwise in writing, for this matter we will bill in USD and you agree to pay us in USD to the account specified in our invoices to you. We generally review our billing rates annually, and we may adjust them with or without advance notice. Without regard to the currency in which we bill or where the timekeepers for this matter are located, you agree to pay our invoices in full and be responsible for paying any taxes required by law to the taxing authorities.

In addition to fees for our legal services, you will be charged for photocopying, reprographics, couriers, travel, certain long distance telephone calls, faxes, postage, overtime for non-legal staff, certain computerized legal research, practice support, records retrieval, filing fees, and other items associated with representing you in this matter. We may charge for those items whether that work is performed by outside vendors or in-house. The current schedule of our in-house charges is attached as Exhibit A.



RAAM Global Energy Company
Century Exploration New Orleans, LLC
Century Exploration Houston, LLC
Century Exploration Resources, LLC
July 29, 2015
Page 3

Retainer and Billing

As we have discussed, to engage the Firm for this matter, you agree to pay us an advance payment retainer for legal services and expenses of \$750,000. This initial advance payment is made as an inducement for the Firm to make itself available and to provide legal services to you. Upon request, you agree to pay us additional advance payments in amounts based on the Firm's estimate of the anticipated work levels on a monthly basis. For purposes of this engagement, we will refer to the initial advance retainer amount and any additional advance retainer amounts as the "Retainer." The amount of the Retainer does not set a minimum or maximum fee.

We will send you statements showing our fees and expenses. The frequency of those statements will be at our discretion, but may be as frequently as bi-weekly. You agree that we may reduce the Retainer by the amount of fees and expenses shown on those statements. Within seven calendar days of receiving a statement, you agree to pay as an additional advance payment retainer in an amount equal to the fees and expenses shown on the statement. You further agree upon our sending of a statement to you of our fees and expenses that we may reduce the Retainer by all fees and expenses before the filing of a voluntary bankruptcy petition by you or upon the filing of any involuntary petition by a third party. Further, prior to the filing of any voluntary bankruptcy petition, you will pay contemporaneously as an additional advance payment retainer the amount of such fees and expenses, unless we may agree otherwise.

The Retainer may be used for the fees and expenses covered by this engagement letter, and any fees and expenses in other matters for which we are providing legal services to you, and you agree to pay all fees and expenses before the filing of a voluntary bankruptcy petition by you. Upon termination of this engagement we will provide you with a refund of any amount of Retainer that has not been used.

In the event it becomes necessary for us to commence litigation or proceedings, or we are required to participate in any litigation or proceedings, to collect or defend our fees and expenses under this engagement letter, including fee applications negotiated, presented, litigated, defended, or appealed in connection with any bankruptcy case you may file or have filed against you, and we substantially prevail in such litigation or proceedings, any and all costs and expenses, including reasonable attorneys' fees, incurred by us in connection with such litigation or proceedings, whether via time of our attorneys internally recorded, or the engagement of outside counsel, shall be recoverable by us from you, and we shall have the benefit of any applicable state or federal law that permits the recovery of such fees and expenses.



RAAM Global Energy Company
Century Exploration New Orleans, LLC
Century Exploration Houston, LLC
Century Exploration Resources, LLC
July 29, 2015
Page 4

No Guarantees and the Need for Accurate Information

We will try to achieve a result in this matter that is satisfactory to you. However, because the outcomes of all workouts, restructures, reorganizations, and bankruptcy proceedings are subject to many vagaries and risks inherent in the process, you understand that we make no promises, assurances, or guarantees to you concerning the outcome of this engagement. You agree to provide us with complete and accurate information in connection with this engagement, and you understand that we will rely on the information that you provide to us. If that information becomes incomplete, inaccurate, or out-of-date, you agree to promptly notify us in writing and promptly supply us with the appropriate information.

Representation of Multiple Clients

As noted in the “Clients” section above, we represent multiple RAAM entities as clients in this engagement. One of the necessary features of representing more than one client in the same engagement is the sharing of confidential information with all RAAM entities concerning the matter. For example, while our confidential communications with you will be privileged and not disclosed to third parties (e.g., creditors), what we learn from one client under this engagement can be told to the other clients and vice versa. You agree that we may share information in this way. We may do so even if the information that we learn from one client might disadvantage that client if told to another client.

Based on what we know now, neither you nor we believe that the interests of the RAAM entities for this engagement are in direct conflict. Accordingly, you consent to our simultaneous representation of more than one RAAM entity in this matter, and you waive any conflicts that might exist or arise from such representation. If a conflict develops that we conclude will materially limit our ability to represent one or more of the clients competently and diligently, we reserve the right to withdraw as your counsel and continue to represent the RAAM entities for which we have not withdrawn our representation. If this occurs, we will inform you promptly, recommend that you get additional counsel, and assist in the transfer of this representation to new counsel.

Additionally, you acknowledge that, if there is a lawsuit or other proceeding between or among the clients that we represent in this engagement, (i) confidential communications between each client and us made in this matter might no longer be protected by the attorney-client privilege and could become known or discovered by the other client and perhaps others



RAAM Global Energy Company
Century Exploration New Orleans, LLC
Century Exploration Houston, LLC
Century Exploration Resources, LLC

July 29, 2015

Page 5

and (ii) the information in those communications might be used in a manner prejudicial to a particular client.

Other Clients and Consent to Adverse Representation

You have given us the names of all persons and entities that you believe are or might become involved in this matter. We have run a conflicts check on those names and believe that we are free to represent you. You agree to promptly tell us if you learn of any other person or entity that might become involved in this matter so that we can do additional checking for conflicts. In the event that a conflict were to arise, we may recommend that you obtain separate or conflict counsel to the extent such conflict might materially affect our ability to continue to represent you.

We are a large law firm and represent many other clients, particularly in the energy, financial services, and restructuring industries. It is possible that, during the time we are representing you, some of our current or future clients might have dealings, transactions, disputes, or litigation with you.

We also have informed you that we represent some of your creditors in unrelated matters. You agree that representing you in this matter will not prevent or disqualify us from representing those persons or entities in matters that are not substantially related to this matter, and you consent to our representation of them both now and in the future.

By engaging us, you agree that, in addition to the matters and representations permitted and described above, we also may represent other current and future clients in any other matter, including in litigation, unless we conclude that undertaking the other matter would materially limit our ability to represent you. Accordingly, you agree that our representation of you in this matter will not disqualify us from representing other clients in other matters where our ability to represent you would not be materially limited, even if the interests of those other clients are directly adverse to yours. In those situations, we will not use to your disadvantage any of your confidential information that we acquire while representing you. Likewise, as noted above, we will not share with you or use for your benefit confidential information that we receive from other clients.

Finally, if one of our other clients that we represent in another matter, hires another law firm and becomes adverse to you in this restructuring or the Bankruptcy Cases (for example, as a lender, creditor, or a prospective purchaser of assets), you consent to our



RAAM Global Energy Company
Century Exploration New Orleans, LLC
Century Exploration Houston, LLC
Century Exploration Resources, LLC
July 29, 2015
Page 6

representation of that client in other matters. If that situation arises, we will continue to competently and diligently represent you and take appropriate steps to protect your confidential information.

Termination

This engagement and the attorney-client relationship created by this matter will end when we have completed the legal services covered by this engagement letter. If you later engage us for any related or additional matter, that engagement and its scope must be confirmed in a separate engagement letter or in a written supplement to this letter.

You may terminate the engagement at any time and for any reason by informing us in writing. Similarly, we may terminate or withdraw from our representation of you at any time for any reason (including non-payment of fees), provided we comply with the applicable rules of professional conduct. If we decide to withdraw for any reason, you agree to take all steps necessary to release us from any further obligation to represent you, including signing any documents necessary to complete our withdrawal. In the event of a termination or our withdrawal, you will pay us any outstanding fees and other charges.

Finally, after the conclusion of this matter, you might ask us, or we might be compelled, to undertake certain post-engagement tasks relating to this matter, such as responding and objecting to subpoenas, searching for and producing documents, preparing for testimony, performing transition work, and other similar activities. In such case, we will promptly notify you, and you agree to compensate us for the fees and expenses we incur, including payment for the time spent by our attorneys and other timekeepers calculated at our then-current hourly rates. However, nothing in this engagement obligates our attorneys or personnel to submit to interviews or to provide testimony, and any post-engagement work shall not constitute the performance of legal services for you or create or revive an attorney-client relationship between us.

Other

We encourage you to consult with other counsel of your choosing regarding the terms and conditions of this engagement letter, particularly those regarding multiple and adverse representation and conflict issues.



RAAM Global Energy Company
Century Exploration New Orleans, LLC
Century Exploration Houston, LLC
Century Exploration Resources, LLC

July 29, 2015
Page 7

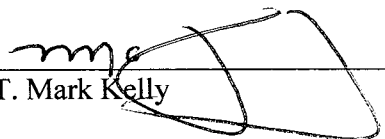
This engagement agreement shall be governed by the laws of the State of Texas. This engagement letter, including the provisions in the attached Additional Terms of Engagement, sets forth the complete agreement between us. No other agreements, promises, understandings, or representations, except for our discussion about the risks of conflicts and adverse representation, have been made or relied upon in reaching this agreement. If you, an insurance carrier, or anyone else provides us with outside counsel guidelines, electronic billing requirements, or other similar documents at the outset of this engagement, we will abide by them to the extent practicable. However, this agreement cannot be modified in any material respect by the tender of such guidelines without a writing signed by both of us.

If this engagement letter, including the provisions in the attached Additional Terms of Engagement, correctly reflects your understanding of the terms and conditions of our representation, please sign the enclosed copy of this letter in the space provided and return it to me. If you ask us to begin work before you return the signed letter to us, or if we do not hear from you promptly (in no event longer than 14 days), we will consider that you have agreed to and accepted the terms of this engagement letter and the attached Additional Terms of Engagement.

We are pleased to have this opportunity to be of service, and we look forward to working with you. Please contact me if you have any questions.

Very truly yours,

VINSON & ELKINS L.L.P.

By  _____
T. Mark Kelly

Attachments


V&E

RAAM Global Energy Company
Century Exploration New Orleans, LLC
Century Exploration Houston, LLC
Century Exploration Resources, LLC


July 29, 2015
Page 8

AGREED TO AND ACCEPTED BY:

RAAM GLOBAL ENERGY COMPANY

By: 
Name: HOWARD A. SETTLE
Title: PRESIDENT

CENTURY EXPLORATION NEW ORLEANS, LLC


By: 
Name: HOWARD A. SETTLE
Title: PRESIDENT

V&E


RAAM Global Energy Company
Century Exploration New Orleans, LLC
Century Exploration Houston, LLC
Century Exploration Resources, LLC

July 29, 2015
Page 9

CENTURY EXPLORATION HOUSTON, LLC

By: 
Name: EDWARD A. SUTTLE
Title: PRESIDENT

CENTURY EXPLORATION RESOURCES, LLC

By: 
Name: EDWARD A. SUTTLE
Title: PRESIDENT

VINSON & ELKINS L.L.P.

Additional Terms of Engagement

This attachment contains additional terms of engagement that are an integral part of our agreement with you. Please review these additional terms and contact us promptly if you have any questions. You should keep this attachment in your file with the engagement letter.

The Scope of Our Work

We provide only legal services. We do not provide business, investment, insurance, underwriting, translation, accounting, financial, or technical services or advice, and you may not rely on us for such advice. Similarly, we do not make business decisions for you, and we do not investigate the character or credit of persons with whom you may be dealing.

Unless specifically included under “Scope of Engagement” in the attached engagement letter, this engagement does not include advice about (i) your disclosure obligations concerning the matter under any applicable law or regulation, including the federal securities laws or (ii) the tax consequences concerning the matter. We also are not responsible for review of your insurance policies to determine the possibility of coverage for any claim asserted in this matter or for notification of your insurance carriers about the matter. We encourage you to address those matters with other advisers or professionals.

You agree that we have no attorney-client relationship with and owe no duties to persons or entities not expressly identified by name as clients in the attached engagement letter, even if you might owe them fiduciary or other duties. This agreement has no third-party beneficiaries, including trust or estate beneficiaries, trustees, partners, limited partners, members, corporate shareholders and owners, successors, principals, agents, officers, directors, employees, representatives, your clients, and/or your insurers, insureds, indemnitors, or indemnitees.

You also agree that we will not provide any contractual indemnity to you, any corporate constituent, related entity, co-counsel, outside contractor, service provider, consultant, expert, or any other person or entity in connection with this matter.

You are engaging us to provide legal services in connection with the specific matter described in the “Scope of Engagement” paragraph in the attached engagement letter. After the end of the matter, circumstances might change, and changes might occur in the applicable laws or regulations that could affect your future rights and obligations. Unless you engage us after completion of the matter to provide additional legal services on issues arising from the matter, we have no obligation to advise you about future legal developments or your future rights and obligations.

Cooperation and No Guarantees

To help us provide legal services, you agree to cooperate fully with us, tell us the facts accurately and completely, give us all relevant documents and information, respond promptly to our requests, and inform us of all information and developments relating to this matter. We

necessarily rely on the accuracy and completeness of the information that you provide us, and we may rely on that information without independently verifying it. You also agree to make yourself or your representatives available to attend or participate in conference calls, meetings, conferences, discovery proceedings, hearings, and any other proceedings related to this matter.

We will try to achieve a result in this matter that is satisfactory to you. But we make no promises or guarantees concerning the outcome, whether it involves business, tax, or regulatory advice, a transaction, or an adversarial proceeding such as litigation. For example, we cannot assure you that negotiations will be successful, a proposed transaction will be completed, or the conclusion of this matter will result in an outcome that is favorable to you. Outcomes in litigation are especially hard to predict because of many factors that are beyond the control of clients or counsel. Any statements we make concerning possible outcomes of this matter, the legal significance of possible outcomes, or any other legal matters reflect our professional judgment at that time, but they are not guarantees. Those statements necessarily are limited by our knowledge of the facts and are based on the state of the law at the time they are made.

Billing Arrangements and Terms

Our billing rates are based on the assumption of prompt payment. Unless we agree otherwise in writing and except as otherwise specified in the attached engagement letter, we will bill for our legal services monthly or more frequently, and our invoices are payable in USD within thirty days of receipt to the account specified in the invoices. If you are required by law to deduct or withhold any taxes from payments due the Firm, or if the Firm or its lawyers are required to pay any taxes directly to any taxing authority, you agree to pay us the additional amounts necessary to compensate the Firm for the withholding or additional cost so that, after the withholding or payment of the taxes, the Firm receives the full amount due under its invoices.

By engaging us, you acknowledge that you are responsible for payment of our fees, expenses, and other charges, and you agree that, if you do not pay them, we may withdraw from representing you provided that we comply with the applicable rules of professional conduct. In appropriate matters, as an accommodation to you, we may agree to send our invoices to third-party payors (e.g., an insurer, indemnitor, or borrower). But you agree that you will remain fully responsible for timely payment of our invoices if for any reason the third party payor does not timely pay them. Likewise, even when a third party pays our fees, we owe our professional obligations to you, and not to that third party.

Advances

We might ask you to make an advance payment (sometimes called a retainer) as security for the payment of our fees. In some instances, we may hold the entire advance until the end of the engagement as security for our fees. Except as otherwise specified in the attached engagement letter, (a) we will charge our fees for legal services and additional charges against the advance and credit them on our billing invoices and (b) if the fees for legal services and other charges exceed the advance deposited with us, we will bill you monthly for the excess or we may request additional advances based on estimates of future work. At the end of the matter, we will refund, without interest, any unused portion of amounts advanced.

Effect of Merger or Other Reorganization

If you acquire, are acquired by, merge, or affiliate with another company, you will provide us with sufficient notice to permit us to decide whether to continue as your or the entity's attorneys in this matter (which must be confirmed in writing) or to withdraw if we determine that such acquisition, merger, or affiliation creates a conflict of interest with any of our clients or it is not in our best interests to represent the entity.

Representing Other Attorneys

We represent a number of attorneys and law firms in professional liability, business, tax, and other matters. This means that we may represent in another matter an attorney or law firm who opposes your interests in a matter in which we represent you. This will not affect our ability to represent your interests in this matter competently and diligently.

Individual Investments By Firm Attorneys

Many of our attorneys, directly or beneficially, own interests in corporations and other entities or in real property. Although our computerized system used for checking conflicts of interest tracks investments made in the name of the Firm, it does not contain data about personal investments made individually by our attorneys, through a Firm-sponsored or administered plan, or otherwise. If you are concerned about investments in a particular entity, please ask us to canvass our attorneys about any individual investments in that entity.

Law Firm Privilege and Possible Conflict of Interest

Although unlikely, an occasion might arise while representing you when it is appropriate for us to consult with our own counsel—our General Counsel, other Firm attorneys working with our General Counsel who do not perform work for you on this matter, or with our outside counsel. We will do this at our own expense. To the extent that we are addressing our duties, obligations, or responsibilities to you, it is possible that a conflict of interest might exist between you and the Firm regarding our discussions with counsel. Such a conflict is more likely if a dispute were to arise between us regarding this matter. If there is such a conflict, and if we have not obtained your consent, we might have to choose between continuing to represent you in this matter and consulting with our own counsel. Thus, as a condition of this engagement, you agree that we may consult with our own counsel, and you waive any claim of conflict of interest that might arise out of those consultations. You agree that our communications with our own counsel are protected from disclosure to you and others by the Firm's attorney-client privilege and that you will not seek to discover or inquire into those communications.

Confidentiality

Just as we will protect confidential information that you provide us, you acknowledge that we will not share with you information that we obtain in confidence from others, even if such information might help you in this matter, and you waive any objection or conflict of interest that might result.

You agree that we may disclose the existence of our attorney-client relationship with you and, subject to our confidentiality and professional responsibility obligations, certain other limited information about our representation of you in order to obtain consent or a conflicts waiver from another client.

In Firm brochures and other materials or information about our practice, you agree that we may identify you as a Firm client, indicate the general nature of our representation of you, and provide examples of engagements handled on your behalf (including this matter). If you do not wish to have your name mentioned in those materials, please inform us in writing.

Translations

Some of our attorneys speak or read multiple languages, and sometimes our work involves the review or drafting of documents in a language other than English. At times we might translate all or parts of those documents or draft documents in one language, anticipating that they will be translated into another language. Our attorneys, however, are not professional translators, and thus they are not in a position to consider particular meanings, nuances, or legal significance that some foreign words might have under the laws of foreign jurisdictions. Unless we expressly agree otherwise, any translations that we perform are for our or your convenience, and they are not a substitute for use of a professional translation service. Also, the use of such a translation service, whether suggested or selected by you or the Firm, does not mean that the Firm vouches for the accuracy or completeness of the translation, and our advice concerning issues addressed in translated documents assumes the accuracy of the translation.

Electronic Communications

During this engagement, we likely will exchange electronic documents and emails with you and others. Such communications are occasionally attacked by computer viruses or other destructive electronic programs. Our software may occasionally reject a communication that you send to us, or your system might reject something that we send you. We believe these relatively infrequent occurrences are part of the ordinary course of business. Many—but not all—of the emails that we send to major commercial email servers that provide service to the U.S. and many other parts of the industrialized world are automatically encrypted. If you would prefer that we not use electronic communications or that we follow special instructions for encrypting email or other communications, promptly inform us in writing of your preferences or requirements so that we can determine if we can accommodate your requests.

Document Retention and Destruction

We will keep the documents and materials that you give us in the files that we will create for this matter. While representing you, we likely will receive or create documents and materials such as correspondence, research memoranda, pleadings, exhibits, transcripts, physical evidence, various agreements, transaction documents, and other documents and materials directly and substantively related to the representation (collectively, “Client Materials”). We may maintain some or all of those Client Materials solely in electronic form, and you agree that we may do so.

We also may create and maintain our own materials related to this matter which will belong to and will be retained by us (“Firm Materials”). Firm Materials are prepared for our internal use and include, for example, Firm administrative records, conflicts and new business intake materials and reports, time and billing reports, personnel and staffing materials, credit, expense, and accounting records, administrative and routine internal documents, Firm form files (even if referred to in the course of this matter), and other materials and internal communications not directly and substantially related to the representation.

After the conclusion of the matter, upon your request, we will send you the Client Materials at your expense. You must tell us which Client Materials you wish to receive, and you agree to cooperate with us regarding their delivery. We will send those materials after we receive payment of all outstanding fees and other charges, unless our professional obligations require us to do so sooner. We reserve the right to retain a copy of the Client Materials. If you ask us to send you paper copies of documents that we maintain solely in electronic form, scan paper documents into an electronic format, or convert electronic documents from one electronic format into another, you agree to pay the costs of printing those documents, scanning them, or converting them to a different electronic format.

If you do not request the Client Materials when this matter ends, we will keep them for a period of time (currently seven years for most documents) after the conclusion of the matter. In so doing, we will follow our own records retention policy, not yours. Retaining those or other materials does not constitute the performance of legal services for you and does not create or revive an attorney-client relationship between us.

Ultimately, unless you request the Client Materials, we may destroy the Client Materials, without any additional notice to you, in accordance with our records retention schedule then in effect.

Outside Contractors and Service Providers

Like many law firms and other organizations, from time to time we use or deal with outside contractors, third-party service providers, and others in connection with certain areas of our practice or operations. These persons may include vendors, consultants, advisors, experts, investigators, court reporters, translators, registered agents, local counsel, or other service providers in areas such as litigation support, filing or document services, document management, storage, cloud computing, information technology, hardware and software systems, law firm practice management, accounting and financial matters, electronic billing vendors, and the like. Additionally, we may use temporary or contract attorneys and paralegals in certain situations. In performing their services, those persons may have some access to confidential information, and we will take appropriate steps obligating them to preserve the confidentiality of any such information. You consent to our allowing outside contractors and service providers access to such information as described.

Unless special arrangements are made, you are responsible for paying the bills from outside contractors and service providers used on this matter. We will instruct them to bill you directly for their services. Unless otherwise agreed, those outside contractors and service

providers are deemed to be directly engaged by you even if their bills or invoices are addressed to us. If they send bills or invoices to us, we will re-direct them to you for payment. In our discretion, we may pay outside bills or invoices for small amounts and include those sums in our invoices to you, although we will seldom do this for sums greater than \$500.

Exhibit A

Standard Schedule of Charges

January 1, 2012

The current costs for charges most commonly incurred in the course of our representation of clients are shown below. These charges are reviewed periodically and may be adjusted to reflect changes in the Firm's costs and other factors. Should you have any questions, please contact the attorney handling your matter.

Travel	Airfare, hotel, meals, ground transportation, and other travel related costs are billed at the Firm's actual costs, including negotiated discounts.
Telephone	There is no charge for domestic long distance calls originating in the Firm's U.S. offices. Other long distance calls, audio conferencing services, and calling card calls are billed at the Firm's actual cost. Internet conferencing: Billed at the Firm's actual cost.
Facsimile	There is no charge for incoming faxes. Outgoing facsimile transmissions, including those sent from individual computers, are charged at \$0.25/page.
Production Services	Black and white duplicating and scanning, including printing electronic and scanned images and printing for duplication purposes: \$0.15/copy (up to 8.5x14) 11x17 Black and white duplicating, scanning, and electronic print: \$0.30/page Black and white oversized scanning: \$1.00/sq. ft. (over 11x17) Color duplicating and scanning, including printing electronic and scanned images and printing for duplication purposes: \$0.65/copy up to 8.5x14 and \$1.30/copy for 11x17 Color oversized (over 11x17) duplicating and scanning, including digital color duplicating: \$5.00/sq. ft. Lamination: 8.5x11: \$1.00/page Lamination: 8.5x14: \$1.50/page Lamination: 11x17: \$3.00/page Oversize Lamination: \$4.00/sq. ft. up to 24 inches wide Blowbacks (volume printing of individual documents): \$0.15/page Bates labels: \$0.03/label Electronic Bates labels: \$0.01/label Custom tabs: \$0.35/tab including insertion CD to CD copies (including packaging): \$10/first copy and \$5/each additional copy DVD to DVD copies (including packaging): \$15/first copy and \$10/each additional copy VHS to VHS video copies (including packaging): \$35/copy VHS to DVD video conversion (including packaging): \$50 one-time conversion charge Digital photography (including all processing): \$50/hour Videotaping for trial preparation and other tasks: \$80/hour There is no charge for binding, binding supplies, and other miscellaneous supplies relating to production services.

Supplies There is no charge for general office supplies. Specific supplies for a specific engagement (such as equipping a data room) are billed at the Firm's actual cost.

Courier Courier services, which vary depending on the service provider and the service provided, are billed at the Firm's actual cost.

Computer-Assisted Legal Research Charges for services are billed at the Firm's actual cost.

Staff Overtime Weekday and Weekend – Texas Offices: \$45/hour
Weekday and Weekend – California, New York, and Washington offices: \$55/hour
Holiday – Texas Offices: \$60/hour
Holiday – California, New York, and Washington offices: \$65/hour

Postage All postage is billed at the Firm's actual cost.

Records Charges may vary by Firm office.
Off-site file retrieval (standard): \$1.50 - \$1.85/file
Off-site box retrieval (standard): \$1.50 - \$1.92/box
Off-site file retrieval (rush): \$1.50 - \$3.18/file
Off-site box retrieval (rush): \$1.50 - \$3.82/box

Record transportation fee incurred for all rush/evening/weekend/after-hours retrievals:
\$45 - \$192

Third-Party Services From time to time, the Firm uses (subject to appropriate confidentiality arrangements) third parties, outside contractors, and service providers (such as experts, investigators, translators, consultants, and court reporters) Unless special arrangements are made, fees and expenses for those services will be the responsibility of the client. They should be billed directly to, and paid directly by, the client. Outside contractors and service providers are deemed to be directly engaged by the client even if bills are addressed to the Firm. Invoices sent to the Firm will be re-directed to the client for payment. The Firm, in its discretion, may pay outside invoices and include those sums (at the Firm's actual costs) in the Firm's invoice to the client, although it generally will not do this for amounts in excess of \$500.