

EXCLUSIVE AUTHORIZATION TO SELL

This is a legally binding commission agreement, read it carefully.

In CONSIDERATION of the services to be rendered by NEWCOR COMMERCIAL LLC, hereinafter called "Broker", I hereby authorize said Broker commencing OCTOBER 9, 2015 and terminating six (6) months from the above commencement date, the exclusive right to market and sell the property situated in The Woodlands, Montgomery County, State of Texas, described as follows to wit: Approximately ±19,344 square foot building(s) on ±1.8985 acres more or less, known as 10210 Grogans Mill Road ("Property").

And I hereby authorize Broker to Sell said Property within said time for an undisclosed price which may be acceptable to Seller and I hereby authorize Broker to accept a deposit thereon and subject to the following terms: One Hundred Thousand Dollars (\$100,000.00) Earnest Money, All Cash at closing, 60 day due diligence period (subject to potential ROFR Period) and a 30 day closing thereafter.

In the event Broker secures a purchaser who is ready, willing, and able to purchase said Property under terms acceptable to me, I hereby agree to pay Broker at closing pursuant to the terms outlined on the attached Exhibit "A".

I agree to pay Broker said Commission if said Property be sold, exchanged or conveyed any time during the terms of this contract, or within ninety (90) days of notice of termination to any purchaser, including but not limited to any person with whom Broker has first negotiated, or to whose attention he has first called said property, and whose name during the life hereof first been submitted to me in writing personally, or first mailed to me at my address given below, or was first introduced to me as a prospect by Broker, in each of which cases Broker shall conclusively be deemed the procuring cause of the sale, lease, exchange or conveyance.

It is understood that any person whose attention has been brought to said Property by the Broker shall not be contacted for subsequent properties for a period of twelve months after expiration of Listing Agreement.

Notwithstanding the foregoing, Broker shall not be entitled to a Commission if the Property is sold during the life of this agreement to the parties listed on Exhibit "B" and attached hereto ("Excluded Parties").

Seller shall have the right to terminate this contract with fifteen (15) days prior written notice at any time if Seller reasonably believes that Broker's efforts to procure a Buyer for the Property have not been satisfactory.

Should a potential purchaser's deposit be forfeited, one-half shall belong to Broker as commission and the other one-half thereof belong to Seller provided however, the Broker's share thereof shall not exceed the amount of the commission which otherwise would be payable to Broker.

I hereby acknowledge receipt of a copy of this Exclusive Listing.

In consideration of the foregoing authorization the undersigned Broker agrees to use diligence in procuring a purchaser for said Property.

Broker: Robert D. Banzhaf
NEWCOR COMMERCIAL, L.L.C
10200 Grogans Mill Road, Suite 175
The Woodlands, TX 77380

Seller: RAAM Global Energy Company
1537 Bull Lea Road, Suite 200
Lexington, KY 40511

By: [Signature]
Its: MANAGING PRINCIPAL
Dated: 10/9/15

By: [Signature]
Its: PRESIDENT
Dated: 10/8/15

Exhibit "A"
Compensation Schedule

As compensation for the services below, Broker and cooperating broker (if applicable) shall be compensated pursuant to the outline below:

For the sale of the building,

Broker shall be paid five percent (5%) of the sales price between \$0.00 - \$6,315,790.00 and ten percent (10%) for amounts of \$6,315,790.01 and higher.

(For Example, if Property sells for \$6,400,000.00; Broker shall be entitled to compensation equal to \$324,211.00.)

Selling price: \$6,400,000.00

- \$6,315,790.00 x 5% = \$315,790.00

- \$84,210.00 x 10% = \$8,421.00

Commission due = \$324,211.00

In the event there is a broker representing the Buyer of the building, the five (5%) commission based on the total price above will be shared with the Buyer's representative broker.

Initials: Broker RB Seller _____

Exhibit "B"
Excluded Parties

The following parties shall be excluded as potential purchasers under this agreement for which Seller would have owed a Commission to Broker in the event of a sale:

- 1) "Any purchaser of the Property who is buying both (i) the Property and (ii) all or any portion of RAAM Global Energy Company's ("RAAM") or RAAM's subsidiaries' oil and gas assets."
- 2) "Any creditor of RAAM that purchases or takes title to the Property pursuant to a foreclosure, credit bid, or exercise of any other creditor remedy."

RB
