

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

IN RE: § CASE NO. 15-35615  
§  
RAAM Global Energy Company, § (Chapter 11)  
*et al.* §  
§ JOINTLY ADMINISTERED  
DEBTORS. §

AFFIDAVIT OF ROBERT D. BANZHAF  
ON BEHALF OF NEWCOR COMMERCIAL REAL ESTATE  
AND BANKRUPTCY RULE 2014 DISCLOSURE

STATE OF TEXAS §  
§  
COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned authority, on this day personally appeared **ROBERT D. BANZHAF**, who, pursuant to Rule 2014 of the Federal Rules of Bankruptcy Procedure, after being duly sworn, upon his oath deposed and stated as follows:

Responsible Professional

1. “My name is Robert D. Banzhaf. I am more than twenty-one (21) years of age and am competent and authorized to make this Affidavit. I have personal knowledge of the facts set forth herein. The information herein is preliminary only, and to the extent that any information disclosed herein requires amendment or modification upon further analysis or as additional information becomes available, a supplemental affidavit will be submitted to the Court reflecting the same. It is my intention to periodically re-review conflicts as the above-captioned chapter 11 cases (the “Cases”) progress.

2. I am a licensed real estate sales agent and broker in the State of Texas. I am the founder and Managing Principal of Newcor Commercial Real Estate (“Newcor”), which has been engaged by the Debtors to market and sell certain real property owned by the Debtors bankruptcy estates located at 10210 Grogan’s Mill Road, The Woodlands, Texas 77380 (the “Subject Property”).

3. This Affidavit is submitted in connection with the *Application to Employ Newcor Commercial Real Estate as Debtors’ Broker Nunc Pro Tunc to the Petition Date* (the “Application”) filed contemporaneously herewith.<sup>1</sup>

<sup>1</sup> Capitalized terms not defined herein have the meaning set forth in the Application.

**General Statement**

4. Insofar as I have been able to ascertain to the present time after additional due diligence, and except as set forth below, Newcor:
- a. does not hold or represent any interests adverse to the Debtors' estates, is a "disinterested person" as defined in Bankruptcy Code § 101(14), and is eligible to serve as real estate broker to the Debtors under Bankruptcy Code § 327(a);
  - b. is not a creditor, equity security holder, or insider of the Debtors and does not represent any entity (or their attorneys and accountants) other than the Debtors in connection with the Cases;
  - c. is not, and was not within the past two years, a director, officer, or employee of the Debtors;
  - d. has no interests materially adverse to the interests of the Debtors' estates or of any class of creditors of the Debtors, by reason of any direct or indirect relationship to, connection with, or interests in, the Debtors or for any other reason; and
  - e. has no connection, other than as disclosed herein, with the Debtors, their creditors, or any other party in interest (or with their respective attorneys or accountants), or with the United States Trustee or any person employed in the Office of the United States Trustee.

**Newcor's Pre-Petition Relationship with the Debtors**

5. Newcor and the Debtors executed the Listing Agreement on October 9, 2015. Since that time, Newcor has served as the Debtors' broker and has commenced marketing for sale the Subject Property.

**Search Methods for Potential Conflicts**

6. Newcor reviewed for conflicts the following parties (the "Interested Parties") that were known to Newcor as of the Petition Date: (a) the Debtors' 50 largest unsecured creditors, including without limitation, holders of claims for borrowed money, trade credit, or similar indebtedness (actual, contingent, liquidated, or unliquidated), including claims on account of guarantees, (b) other significant unsecured creditors, including bondholders, lessors, lessees, licensors, licensees, and taxing authorities, (c) secured creditors, including the first and second lienholders, (d) attorneys and accountants for the Debtors and creditors of the Debtors, (e) significant stockholders, and (f) other significant parties in interest.

**Newcor's Connections with Parties in Interest in  
Matters Unrelated to the Cases**

7. Newcor previously has transacted with, but has not represented, National Oilwell Varco, LP and The Woodlands Land Company, L.P. Except as set forth in the preceding sentence, Newcor does not have any connections with the Interested Parties.

8. In addition to the foregoing, I have ascertained no connection (as prescribed by Bankruptcy Rule 2014(a)) between Newcor and the United States Trustee or any person employed by the Office of the United States Trustee.

**The Listing Agreement**

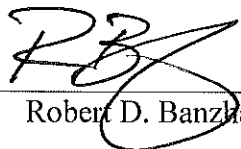
9. The proposal made by Newcor to the Debtors is reflected in the terms of the Listing Agreement. Pursuant to the Listing Agreement, Newcor is to be retained by the Debtors to market and sell the Subject Property owned by the Debtors' bankruptcy estates. As set forth in the Listing Agreement, subject to Court approval, and subject further to the exception in the following paragraph, Newcor is to receive a seller's commission equal to five percent (5%) of the sales price between \$0.00 and \$6,315,790.00 and ten percent (10%) for amounts of \$6,315,790.01 and higher.<sup>2</sup> Newcor will pay all necessary out of pocket expenses incurred in connection with the marketing and sale of the Subject Property.

10. Notwithstanding the foregoing, Newcor shall not be entitled to such commission if the Subject Property is sold to: (a) any purchaser of the Subject Property who is buying both (i) the Subject Property and (ii) all or any portion of the Debtors' oil and gas assets; and (b) any creditor of the Debtors that purchases or takes title to the Subject Property pursuant to a foreclosure, credit bid, or exercise of any other creditor remedy.

11. Newcor has no agreement with any entity to share compensation received by Newcor or by such entity."

**FURTHER AFFIANT SAYETH NOT.**

Signed: November 12, 2015.

/s/   
Robert D. Banzhaf

<sup>2</sup> The Listing Agreement provides that in the event there is a broker representing the purchaser of the Subject Property, the five percent (5%) commission will be shared with the purchaser's representative.

THE STATE OF TEXAS       §  
  §  
COUNTY OF MONTGOMERY   §

This instrument was SUBSCRIBED AND SWORN TO before me on November 12, 2015.



*Mikale DeLoach*  
Notary Public - State of Texas

My Commission Expires:  
May 14, 2018

Mikale DeLoach  
Printed Name of Notary Public