

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

IN RE:	§	
	§	
RAAM GLOBAL ENERGY COMPANY, <i>et al.</i>	§	CASE NO. 15-35615
	§	
	§	(Chapter 11)
DEBTORS.	§	(Joint Administration Requested)
	§	

**ATTORNEY CHECKLIST CONCERNING MOTION AND ORDER PERTAINING TO USE
OF CASH COLLATERAL**

The above-referenced debtors and debtors in possession (collectively, the “Debtors”), by and through their undersigned counsel, hereby file this *Attorney Checklist Concerning Motion and Order Pertaining to Use of Cash Collateral*.

CERTIFICATE BY COUNSEL

This is to certify that the checklist below fully responds to the Court’s inquiry concerning material terms of the motion and/or proposed order.

- * Means generally not favored by Bankruptcy Courts in this District.
- ** Means generally not favored by Bankruptcy Courts in this District without a reason and a time period for objections.

Y means yes; N means no
N/A means not applicable

1. Identification of Proceeding:

(a) Preliminary or final motion/order	Interim
(b) Continuing use of cash collateral (§ 363)	Y
(c) New financing (§ 364)	N
(d) Combination of §§ 363 and 364 financing	N
(e) Emergency hearing (immediate and irreparable harm)	Y

2. Stipulations:

(a) Brief history of debtors' businesses and status of debtors' prior relationships with lender	Y
(b) Brief statement of purpose and necessity of financing	N/A
(c) Brief statement of type of financing (<i>i.e.</i> , accounts receivable, inventory)	N/A
** (d) Are lender's prepetition security interest(s) and liens deemed valid, fully perfected and non-avoidable	Y
(i) Are there provisions to allow for objections to above?	Y
(e) Is there a postpetition financing agreement between lender and debtor.....	N
(i) If so, is agreement attached?.....	N/A
** (f) If there is an agreement, are lender's postpetition security interests and liens deemed valid, fully perfected, and non-avoidable?.....	N/A
(g) Is lender undersecured or oversecured?	Unknown
(h) Has lender's non-cash collateral been appraised?	N
(i) Insert date of latest appraisal.....	N/A
(i) Is debtor's proposed budget attached?.....	Y
(j) Are all prepetition loan documents identified?.....	Y
(k) Are prepetition liens on single or multiple assets?	Multiple
(l) Are there prepetition guaranties of debt?.....	Y
(i) Limited or unlimited	Unlimited

3. Grant of Liens.

* (a) Do postpetition liens secure prepetition debts?.....	Y
* (b) Is there cross-collateralization?.....	N
** (c) Is the priority of postpetition liens equal to or higher than existing liens?.....	N
** (d) Do postpetition liens have retroactive effect?.....	Y (to Petition Date)
(e) Are there restrictions on granting further liens or liens of equal or higher priority?	Y

- * (f) Is lender given liens on claims under §§ 506(c), 544-50 and §§ 552? N
- ** (i) Are lender’s attorney’s fees to be paid?..... Y
- ** (ii) Are debtors’ attorney’s fees excepted from § 506(c)? Y
- * (g) Is lender given liens upon proceeds of causes of action under §§ 544, 547 and 548? Y

4. Administrative Priority Claims:

- (a) Is lender given an administrative priority? Y
- (b) Is administrative priority higher than § 507(a)? Y
- (c) Is there a conversion of pre-petition secured claim to post-petition administrative claim by virtue of use of existing collateral? Y

5. Adequate Protection (§ 361):

- (a) Is there post-petition debt service? Y
- (b) Is there a replacement/additional § 361(1) lien?..... Y
- ** (c) Is the lender’s claim given super-priority? (§ 364(c) or (d)) (designate)..... N
- (d) Are there guaranties? N
- (e) Is there adequate insurance coverage?..... Y
- (f) Other?..... Y

6. Waiver/Release Claims v. Lender:

- ** (a) Debtor waives or release claims against lender, including, but not limited to, claims under §§ 506(c), 544-50, 552, and 553 of the Code? Y
- ** (b) Does the debtor waive defenses to claim or liens of lender?..... Y

7. Source of Postpetition Financing (§ 364 Financing):

- (a) Is the proposed lender also the prepetition lender?..... N/A
- (b) New post-petition lender?..... N/A
- (c) Is the lender an insider? N/A

8. Modification of Stay:

- ** (a) Is any modified lift of stay allowed?..... Y
- ** (b) Will the automatic stay be lifted to permit lender to exercise self-help upon default without further order? Y
- (c) Are there any other remedies exercisable without further order of court?..... Y
- (d) Is there a provision that any future modification of order shall not affect status of debtor’s postpetition obligations to lender?..... Y

9. Creditors’ Committee:

- (a) Has creditors’ committee been appointed?..... N
- (e) Does creditors’ committee approve of proposed financing?..... N/A

10. Restrictions on Parties in Interest:

- ** (a) Is a plan proponent restricted in any manner, concerning modification of lender’s rights, liens and/or causes?..... Y
- ** (b) Is the debtor prohibited from seeking to enjoin the lender in pursuit of rights? Y
- ** (c) Is any party in interest prohibited from seeking to modify this order?..... N
- (d) Is the entry of any order conditioned upon payment of debt to lender?..... Y
- (e) Is the order binding on subsequent trustee on conversion? Y

11. Nunc Pro Tunc:

- ** (a) Does any provision have retroactive effect?..... Y

12. Notice and Other Procedures:

(a) Is shortened notice requested?	Y
(b) Is notice requested to shortened list?	Y
(c) Is time to respond to be shortened?.....	N
(d) If final order sought, have 15 days elapsed since service of motion pursuant to Rule 4001(b)(2)?	N/A
(e) If preliminary order sought, is cash collateral necessary to avoid immediate and irreparable harm to the estate pending a final hearing?.....	Y
(f) Is a Certificate of Conference included?.....	N
(g) Is a Certificate of Service included?	Y
(h) Is there verification of transmittal to U.S. Trustee included pursuant to Rule 9034?.....	Y
(i) Has an agreement been reached subsequent to filing motion?	N
(i) If so, has notice of the agreement been served pursuant to Rule 4001(d)(1)?	N/A
(ii) Is the agreement in settlement of motion pursuant to Rule 4001(d)(4)?.....	N/A
(iii) Does the motion afford reasonable notice of material provisions of agreement pursuant to Rule 4001(d)(4)?	N/A
(iv) Does the motion provide for opportunity for hearing pursuant to Rule 9014?	N/A

Dated: October 26, 2015

Respectfully submitted,

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