

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

<b>IN RE:</b>	§ § <b>Case No. 15-35615</b>
<b>RAAM GLOBAL ENERGY COMPANY, et al.</b>	§ § <b>Chapter 11</b>
<b>DEBTORS</b>	§ § <b>Jointly Administered</b>

**NOTICE OF TRANSACTION**

**PLEASE READ THIS NOTICE CAREFULLY AS YOUR RIGHTS WILL BE AFFECTED AS SET FORTH HEREIN.**

On October 26, 2015, RAAM Global Energy Company, Century Exploration New Orleans, LLC, Century Exploration Houston, LLC, and Century Exploration Resources, LLC (collectively the “Debtors”) filed the above referenced bankruptcy Cases (collectively, the “Cases”) under chapter 11 of title 11 of the United States Code.

On November 6, 2015, the Debtors filed their *Motion to Authorize and Approve (a) Stalking Horse Purchase Agreement, (b) Sale of Substantially All Assets Free and Clear of Claims, Liens, Encumbrances and Other Interests, (c) Assumption and Assignment of Executory Contracts and Unexpired Leases, (d) Bidding Procedures, (e) Procedures for Determining Cure Amounts for Executory Contracts and Unexpired Leases, and (f) Related Relief* [Docket No. 90] (the “Motion”)¹. Subject to receipt of higher or better offer(s), the Debtors propose to effectuate the transactions contemplated by the Asset Purchase Agreement dated as of November 6, 2015 (as amended from time to time, the “Purchase Agreement”) among Highbridge Principal Strategies - Specialty Loan Fund III, L.P., Highbridge Specialty Loan Sector A Investment Fund, L.P., Highbridge Specialty Loan Institutional Holdings Limited, Highbridge Principal Strategies - Specialty Loan Institutional Fund III, L.P., Highbridge Principal Strategies - Specialty Loan VG Fund, L.P., Highbridge Principal Strategies - NDT Senior Loan Fund, L.P., Highbridge Principal Strategies - Jade Real Assets Fund, L.P., Highbridge Aiguilles Rouges Sector a Investment Fund, L.P., Lincoln Investment Solutions, Inc., and American United Life Insurance Company (the “Potential Buyer”) and the Debtors (the “Transaction”). The Purchase Agreement provides for, among other things, the sale of the Debtors’ right, title and interest in, to and under certain assets more particularly described in the Purchase Agreement to the Potential Buyer, free and clear of all liens, encumbrances, claims, and other interests except as otherwise set forth in the Purchase Agreement. The Potential Buyer has agreed to provide consideration of a credit bid and equivalent release of the Debtors in an amount equal to \$58,800,000.00, cash in an amount equal to \$2.5 million, and assumption of certain obligations, all upon the terms and subject to the conditions set forth in the Purchase Agreement.

¹ All capitalized terms not expressly defined herein shall have the meaning ascribed to them in the Motion or the Purchase Agreement, as applicable.

On December \_\_\_, 2015, the Court entered the *Order Authorizing and Approving (a) Stalking Horse Purchase Agreement, (b) Bidding Procedures, (c) Procedures for Determining Cure Amounts for Executory Contracts and Unexpired Leases, and (d) Related Relief* [Docket No. \_\_\_] (the “Bid Procedures Order”) in which it, among other things, (a) approved the bid procedures in connection with the solicitation of higher or better offer(s), which are attached hereto as **Exhibit A** (the “Bid Procedures”), (c) scheduled an auction, (d) approved the form and manner of notice of the Bid Procedures and the respective dates, times and places for an auction, if required under the Bid Procedures, (e) approved the form and manner of the notice of the assumption and assignment of executory contracts and unexpired leases and rights thereunder, (f) established procedures for objecting to, and determining cure amounts in connection with, the assumption and assignment of executory contracts and unexpired leases and rights thereunder, (g) set a hearing to consider the approval of the Transaction, including the sale of the Debtors’ assets, on January 14, 2016 at 2:00 p.m. prevailing Central time (the “Sale Hearing”), (h) established procedures for objecting to the proposed transaction, and (i) granted other relief.

Any party desiring to make an offer or proposal relating to an Alternative Transaction (as defined in the Purchase Agreement) must comply with the Bid Procedures.

**Summary of Key Dates:**

Bid Deadline	January 6, 2016 at 4:00 p.m., Central Time
Auction	January 8, 2016 at 9:30 a.m., Central Time
Objection Deadline/Deadline to Submit Rights Notices	January 11, 2016 at 4:00 p.m., Central Time
Hearing on Sale Motion	January 14, 2016 at 2:00 p.m., Central Time

Pursuant to the Bid Procedures Order, objections, if any, to the Transaction (or any Alternative Transaction) and/or the proposed assumption and assignment of the Desired 365 Contracts and rights thereunder, including but not limited to objections relating to any Cure Amounts, the existence of any defaults, and/or adequate assurances of future performance, must (a) be in writing, (b) state with specificity the nature of such objection, (c) if concerning a Cure Amount, set forth a specific default in the Desired 365 Contract and claim a specific monetary amount that differs from the Cure Amount (if any) specified by the Debtors in the Assumption Notice (with appropriate documentation in support thereof), (d) comply with the Federal Rules of Bankruptcy Procedure, and (e) be filed with the Court on or before 4:00 p.m., prevailing Central time, on January 11, 2016 (the “Objection Deadline”).

Any Person (as defined in the Purchase Agreement) failing to timely file an objection to the Transaction (or any Alternative Transaction) will be forever barred from objecting to the Transaction (or any Alternative Transaction), including the transferring of the Debtors’ right, title and interest in, to and under the Debtors’ assets in accordance with the Purchase Agreement or a definitive agreement for any Alternative Transaction (as applicable) free and clear of any

and all liens, encumbrances, claims and other interests except as otherwise set forth in the Purchase Agreement or other definitive agreement for any Alternative Transaction, if applicable, and will be deemed to consent to the Transaction or any Alternative Transaction (as applicable), including the transferring of the Debtors' right, title and interest in, to and under the Debtors' assets in accordance with the Purchase Agreement or a definitive agreement for any Alternative Transaction (as applicable) free and clear of any and all liens, encumbrances, claims and other interests except as otherwise set forth in the Purchase Agreement or such other definitive agreement for any Alternative Transaction, if applicable, and provided by such Transaction or Alternative Transaction.

If any Person asserts that any property or right (including a Desired 365 Contract) cannot be transferred, sold, assumed, and/or assigned free and clear of all liens, encumbrances, claims and other interests except as otherwise set forth in the Purchase Agreement or a definitive agreement for any Alternative Transaction (as applicable), in accordance with the Transaction or Alternative Transaction, (as applicable) and Bankruptcy Code §§ 363 and/or 365 on account of one or more alleged approval rights, consent rights, preferential purchase rights, rights of purchase, rights of first refusal, rights of first offer, tag-along rights, or similar rights, then such Person must file and serve a notice with the Court with all supporting documentation (a "Rights Notice") on or before the Objection Deadline. Each Rights Notice must identify the properties or rights that are subject to such alleged right, identify the type of right(s) claimed by such party, identify the agreement, document, or statute giving rise to such right, and identify the portion of the agreement, document, or statute giving rise to such right. The assertion of a Rights Notice does not require an exercise of the underlying right asserted and any such right asserted is subject to the terms and conditions of the Purchase Agreement or definitive agreement for any Alternative Transaction, as the case may be (including, without limitation, any allocation contained therein).

Any Person failing to timely file and serve a Rights Notice will be (a) forever barred from objecting to the transfer, sale, assumption, and/or assignment of the Debtors' right, title and interest in, to and under the properties to be sold, assumed and/or assigned pursuant to the Purchase Agreement or a definitive agreement for any Alternative Transaction (as applicable), including, without limitation, the rights to act as operator under the operating agreements assumed and assigned as part of the Transaction or any Alternative Transaction, free and clear of all liens, encumbrances, claims and other interests except as otherwise set forth in the Purchase Agreement or a definitive agreement for any Alternative Transaction (as applicable), and from asserting any alleged approval rights, consent rights, preferential purchase rights, rights of purchase, rights of first refusal, rights of first offer, tag-along rights, or similar rights with respect to the Debtors' transfer, sale, assumption, and/or assignment of the Debtors' right, title and interest in, to and under such properties, as set forth in the Purchase Agreement or such other definitive agreement for any Alternative Transaction (if applicable), and (b) deemed to consent to and approve of the transfer, sale, assumption, and/or assignment of such right, title and interest in, to and under such properties, free and clear of all liens, encumbrances, claims and other interests except as otherwise set forth in the Purchase Agreement or a definitive agreement for any Alternative Transaction, as applicable (regardless of whether such consent must be in writing).

If any Person timely files and serves a Rights Notice, the Debtors will have the opportunity to object to any alleged approval rights, consent rights, preferential purchase rights, rights of purchase, rights of first refusal, rights of first offer, tag-along rights, or similar rights asserted such Person by filing an objection to such Rights Notice at any time prior to the Sale Hearing. Upon the filing of such objection to the Rights Notice, any rights asserted are deemed to be disputed and the Debtors are entitled to assert a bona fide dispute exists as to such rights asserted. Nothing herein shall be deemed to be a waiver of any rights of the Debtors to contest any rights asserted by any Person in Rights Notices; all such rights of the Debtors are expressly preserved.

Copies of the Purchase Agreement, Bid Procedures, and Bid Procedures Order may be downloaded at [www.bmcgroup.com/RAAMGlobal](http://www.bmcgroup.com/RAAMGlobal) or obtained upon receipt of a written request to Parkman Whaling LLC, Attn: Bruce Campbell & Lars Hollis, 600 Travis, Suite 600, Houston, Texas 77002, 713-333-8400, [bcampbell@parkmanwhaling.com](mailto:bcampbell@parkmanwhaling.com), [lhollis@parkmanwhaling.com](mailto:lhollis@parkmanwhaling.com).

Dated: \_\_\_\_\_, 2015

Respectfully submitted,

**VINSON & ELKINS LLP**

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**ATTORNEYS FOR THE DEBTORS**