

EXECUTION VERSION

**FIRST AMENDMENT TO ASSET PURCHASE AND SALE AGREEMENT**

THIS FIRST AMENDMENT TO ASSET PURCHASE AND SALE AGREEMENT (this "Amendment"), entered into as of December 1, 2015, is by and among CENTURY EXPLORATION HOUSTON, LLC, a Delaware limited liability company, CENTURY EXPLORATION NEW ORLEANS, LLC, a Delaware limited liability company, CENTURY EXPLORATION RESOURCES, LLC, a Delaware limited liability company and RAAM GLOBAL ENERGY COMPANY, a Delaware corporation (collectively, "Seller"), and 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 (collectively, "Buyer"). Seller and Buyer may also be referred to herein, individually, as a "Party" and, collectively, as the "Parties."

WHEREAS, the Parties entered into that certain Asset Purchase and Sale Agreement dated November 6, 2015 (the "Purchase Agreement");

WHEREAS, the Parties now desire to amend the Purchase Agreement as described in this Amendment; and

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, the benefits to be derived by each Party hereunder, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows (and amend the Purchase Agreement accordingly):

1. The last paragraph of Section 2.1 is substituted and replaced in its entirety with the following:

"The Assets will be conveyed to Buyer or Buyer's Designated Entity (if requested by Buyer in writing prior to Closing) at the Closing pursuant to the execution and delivery of the Conveyances subject to the terms and conditions of this Agreement. From and after the Closing, the Conveyances, and the assumption by Buyer of the Assumed Obligations (the obligations of which, for the avoidance of doubt, may be assigned by Buyer as more particularly described in Section 10.3), in each case shall be deemed to be effective as of the Closing Date."

2. Section 2.3(a) is substituted and replaced in its entirety with the following:

"(a) The base consideration to be paid by Buyer to Seller with respect to the sale to Buyer or Buyer's Designated Entity (as applicable) of the Assets shall consist of the following (collectively, the "Base Consideration"): (i) a credit bid and equivalent release of Seller and any guarantors (and their respective

successors and assigns) from any and all Claims arising under, or otherwise relating to, the Credit Agreement, in an amount equal to \$58,800,000.00 (the "Credit Bid and Release"); (ii) the assumption of the Assumed Obligations; and (iii) cash in an amount equal to \$6,050,000 (the "Cash Portion of the Base Consideration"). Notwithstanding anything to the contrary herein, upon the Closing, Buyer releases the Cash Portion of the Base Consideration from any and all claims or Encumbrances Buyer has thereto under the Credit Agreement or otherwise, and Buyer shall have no recourse thereto. The Cash Portion of the Base Consideration shall constitute a "sale carve out" under any cash collateral or debtor in possession financing order approved by the Bankruptcy Court. The Base Consideration, subject to the adjustments made as provided in Section 2.3(b) and Section 2.3(c), is referred to herein as the "Adjusted Consideration" and (to the extent applicable) shall be payable in currency of the United States at the Closing in accordance with Section 2.7 and 2.8."

3. Section 2.3(b)(i) is substituted and replaced in its entirety with the following:

"(i) any and all Cure Costs paid by Seller or Buyer pursuant to Section 6.9(a); and".

4. The following shall be added as a new Section 2.3(c)(i), with the former Sections 2.3(c)(i) and (ii) now becoming Sections 2.3(c)(ii) and (iii), respectively:

"(i) 57.5% of the amount of the "Satisfied Claims" (as defined in the Stipulation), as contemplated in Paragraph 4 of the Stipulation;".

5. Section 2.7 is substituted and replaced in its entirety with the following:

"2.7 Preliminary Settlement Statement. No later than three (3) Business Days prior to the Closing Date, Seller shall prepare and submit to Buyer a preliminary settlement statement (the "Preliminary Settlement Statement") that sets forth Seller's good faith estimate of the Adjusted Consideration reflecting the Base Consideration and each adjustment thereto made in accordance herewith, the proration of any other amounts required herein, and in each case the method of calculating the same, as of the date of preparation of such Preliminary Settlement Statement (the "Closing Payment"), together with the designations of the accounts for the wire transfer of the Closing Payment pursuant to Section 2.8 (which shall be consistent in all respects with the Stipulation). If, for any reason, Buyer disputes any information contained in the Preliminary Settlement Statement, the Parties shall work together in good faith to resolve such dispute prior to the Closing Date, and in no event shall the Closing be delayed. Absent manifest error, the Closing Payment shall be the amount set forth in the Preliminary Settlement Statement prepared by Seller with any adjustments thereto agreed upon by Buyer and Seller prior to the Closing, and any adjustments thereto shall be reflected in the Final Settlement Statement, subject to the procedures set forth in Section 8.1. The adjustments to the Base Consideration contemplated by Section 2.3(c)(i) shall be made to the Cash Portion of the Base Consideration. All

other adjustments to the Base Consideration shall be made to the Credit Bid and Release, with no further downward adjustments to the amount of the Cash Portion of the Base Consideration.”

6. Section 2.8(c) is substituted and replaced in its entirety with the following:

“(c) Buyer shall deliver to Seller the Cash Portion of the Base Consideration (if any) reflected in the Preliminary Settlement Statement by bank wire transfer of immediately available U.S. funds to the accounts of Seller and other parties as designated by Seller in the Preliminary Settlement Statement, which shall be consistent in all respects with the Stipulation;”.

7. Section 2.8(i) is substituted and replaced in its entirety with the following:

“(i) Seller and Buyer or Buyer’s Designated Entity (as applicable) shall deliver such forms, assignments, filings, and other deliverables necessary to effect the terms of Sections 6.11, 6.12 and 8.3;”.

8. Section 2.13 is substituted and replaced in its entirety with the following:

“2.13 Scheduled Exclusions. Buyer may revise Schedule 2.2(m) by adding or subtracting Scheduled Exclusions at any time prior to 5:00 p.m. (Central Time) on December 7, 2015. For the avoidance of doubt, if Buyer revises Schedule 2.2(m) to include rights, interests, properties, or other assets described herein as Assets, such rights, interests, properties, or other assets shall thereafter constitute Scheduled Exclusions (and thus, Excluded Assets) for all purposes.”

9. Section 6.9 is substituted and replaced in its entirety with the following:

“(a) Schedule 6.9(a) sets forth a complete list of the 365 Contracts that Buyer desires to be assumed by the Seller party thereto and transferred and conveyed to Buyer or Buyer’s Designated Entity (as applicable) as an Assigned Contract (collectively, and as further modified by Buyer pursuant to the provisions of this Section 6.9(a), the “Desired 365 Contracts”). Seller shall commence appropriate proceedings before the Bankruptcy Court and otherwise take all necessary actions in order to determine the Cure Costs with respect to each Desired 365 Contract and to effect the assumption of such Desired 365 Contract by Seller in accordance with the Bankruptcy Code, effective as of the Closing. Notwithstanding the foregoing, at any time prior to a hearing on confirmation of a plan of reorganization or liquidation, Buyer may designate any 365 Contract that has not been rejected as a Desired 365 Contract and upon receipt of any such notice Seller shall use commercially reasonable efforts to effect the assumption of such 365 Contract by Seller in accordance with the Bankruptcy Code and, if Seller is successful in effecting such assumption as of Closing, such 365 Contract shall become a Desired 365 Contract and transferred and conveyed to Buyer or Buyer’s Designated Entity (as applicable) as an Assigned Contract. The Base Consideration shall be increased (subject to Section 2.3(c)(i)) by an amount equal to the Cure Costs of each Desired 365 Contract assumed (and paid) by Seller or

Buyer and conveyed to Buyer or Buyer's Designated Entity (as applicable) at Closing. The Parties shall update Schedule 6.9(a) as soon as reasonably practicable after the Execution Date in order to set forth the Cure Costs for each Desired 365 Contract. Notwithstanding anything herein to the Contrary, Buyer may revise Schedule 6.9(a) by (i) subtracting Desired 365 Contracts at any time prior to Closing or (ii) by adding Desired 365 Contracts that have not previously been rejected at any time prior to a hearing on confirmation of a plan of reorganization or liquidation. In like manner, Buyer shall revise Exhibit E and Schedule 2.2(e) consistent with all revisions made by Buyer to Schedule 6.9(a). Notwithstanding the foregoing, Buyer may only add or subtract Desired 365 Contracts that are oil and gas leases prior to 5:00 p.m. (Central Time) on December 7, 2015. Similarly, Buyer may revise Exhibit A-1, Exhibit B and Schedule 2.2(d) by adding or subtracting Developed Leases and Undeveloped Leases (in each case, as applicable) at any time prior to 5:00 p.m. (Central Time) on December 7, 2015.

(b) Subject to the increase in the Base Consideration in accordance with Section 6.9(a), at or prior to the Closing, Seller or Buyer shall pay all Cure Costs with respect to the Desired 365 Contracts, and Seller shall provide adequate assurance of future performance of all of the Desired 365 Contracts so that all Desired 365 Contracts can be assumed by Seller at or prior to the Closing in accordance with the provisions of Section 365 of the Bankruptcy Code and this Agreement (provided that Buyer and Buyer's Designated Entity shall cooperate with Seller in providing such adequate assurance of future performance of all of the Desired 365 Contracts and Buyer acknowledges that such cooperation may require Buyer to provide information regarding Buyer and its Affiliates, as well as a commitment of performance by Buyer and/or its Affiliates with respect to the Desired 365 Contracts from and after the Closing to demonstrate adequate assurance of the performance of the Desired 365 Contracts, and Seller's obligation to provide such adequate assurances is subject to the cooperation and providing of such information and commitment by Buyer and Buyer's Designated Entity)."

10. Section 6.11 is substituted and replaced in its entirety with the following:

"6.11 BOEM Qualifications.

(a) Prior to Closing, and only to the extent that any such qualification is required by applicable Laws to own or operate the Assets, Buyer shall, or shall cause Buyer's Designated Entity to (as applicable), (i) become qualified with the BOEM to hold oil and gas leases, rights-of-way, and right-of-use easements on the U.S. Outer Continental Shelf under 30 CFR 550 and 30 CFR 556.35 and to meet any other requirements under Law to receive and hold such assets and properties (the "BOEM Qualifications"), (ii) become qualified with each applicable Governmental Authority to hold all state oil and gas leases, state rights-of-way and state right-of-use easements included in the Assets, and (iii) provide Seller evidence of such qualification, including copies of all filings and



correspondence submitted to or received from the BOEM, BSEE (in either case, if any) and such other Governmental Authorities to obtain such registration and qualification, including all applicable BOEM approval letters and issuance of Company Number for Buyer or Buyer's Designated Entity (as applicable).

(b) Prior to Closing, Buyer shall, or shall cause Buyer's Designated Entity (as applicable), to (i) obtain all bonds, letters of credit and guarantees necessary to replace the Surety Bonds as required pursuant to Section 6.12 and applicable Law, except for those Surety Bonds that cannot be obtained until BOEM approves assignment of the Assets (to the extent any such approval is necessary), as further provided in Section 6.12, (ii) become qualified and approved (in each case, only to the extent that any such qualification or approval is required by applicable Laws to own or operate the Assets) by BOEM, BSEE and all other applicable Governmental Authorities as an operator of all Developed Leases and all other Assets which Buyer or Buyer's Designated Entity (as applicable) is obligated to operate under Section 8.3, and (iii) provide Seller evidence of such qualifications and approvals, including copies of all filings and correspondence submitted to or received from the BOEM, BSEE (in either case, if any) and all other applicable Governmental Authorities.

(c) Promptly following the Closing, Buyer shall, or shall cause Buyer's Designated Entity (as applicable) to (i) be qualified and approved (in each case, only to the extent that any such qualification or approval is required by applicable Laws to own or operate the Assets) by BOEM, BSEE and all other applicable Governmental Authorities as an operator of the applicable Assets for which Buyer is obligated to operate under Section 8.3 and (ii) provide Seller evidence of such qualifications and approvals including evidence of all filings and correspondence submitted to or received from the BOEM, BSEE (in either case, if any) and all other applicable Governmental Authorities."

11. Section 6.12 is substituted and replaced in its entirety with the following:

"6.12 Surety Bonds. Buyer acknowledges that none of the bonds, letters of credit and guarantees set forth on Schedule 6.12 (collectively, the "Surety Bonds") posted by Seller or its Affiliates with Governmental Authorities or other third parties and relating to the Assets will be transferred to Buyer. On or before the Closing Date, or, with respect to those Surety Bonds that cannot be obtained until the assignment of the Assets has been approved by the BOEM (to the extent any such approval is necessary), as soon after the Closing Date as possible, Buyer shall, or shall cause Buyer's Designated Entity to (as applicable), obtain, or cause to be obtained in the name of Buyer or Buyer's Designated Entity (as applicable) and effective as of the Closing Date, replacements for such Surety Bonds (in each case, as may be required by applicable Laws) and take any other actions required by any Governmental Authority or other third party to the extent such replacements or actions are necessary (a) for Buyer's or Buyer's Designated Entity's (as applicable) ownership of the Assets and (b) to permit the cancellation of the Surety Bonds posted by Seller and/or its Affiliates with respect to the

Assets. In addition, at or prior to Closing, or, with respect to those Surety Bonds that cannot be obtained until the assignment of the Assets has been approved by the BOEM (to the extent any such approval is necessary), as soon after the Closing Date as possible, Buyer shall, or shall cause Buyer's Designated Entity to (as applicable), deliver to Seller evidence of the posting of bonds or other security with all applicable Governmental Authorities meeting the requirements of such authorities to own and, where appropriate, operate, the Assets."

12. Section 7.1(f) is substituted and replaced in its entirety with the following:

"(f) Buyer shall have provided, or shall have caused Buyer's Designated Entity to provide (as applicable) Seller evidence reasonably satisfactory to Seller that Buyer (or Buyer's Designated Entity, as applicable) has obtained all registrations, qualifications and approvals required by applicable Laws, as contemplated by Section 6.11; and"

13. The following shall be added as a new Section 7.1(g), with the former Section 7.1(g) now becoming Section 7.1(h):

"(g) the "Plan" (as such term is defined in the Stipulation) shall have been confirmed by the Bankruptcy Court, and a Final Order relating thereto shall have been entered and in full force and effect; and"

14. The following shall be added as a new Section 7.2(g), with the former Section 7.2(g) now becoming Section 7.2(h):

"(g) the "Plan" (as such term is defined in the Stipulation) shall have been confirmed by the Bankruptcy Court, and a Final Order relating thereto shall have been entered and in full force and effect; and"

15. Section 8.8 is deleted in its entirety.

16. Section 10.3 is substituted and replaced in its entirety with the following:

"10.3 Assignment. This Agreement, and the rights, interests, and obligations hereunder, shall not be assigned by any Party, by operation of Law or otherwise, without the express written consent of the other Party (which consent may be granted or withheld in the sole discretion of the other Party; provided, that, to the extent that Buyer assigns to an assignee all or any portion of Buyer's rights as a lender under the Credit Agreement, Buyer may assign this Agreement and its rights, interests, and obligations hereunder to such assignee without Seller's consent. Notwithstanding the foregoing, Buyer shall be permitted, upon notice to Seller, to assign all or part of its rights or obligations hereunder (including obligations related to the Assumed Obligations) to Buyer's Designated Entity; provided, that such assignment shall not relieve Buyer of any obligations or responsibilities hereunder."

17. Section 10.14 is substituted and replaced in its entirety with the following:

“10.14 Parties in Interest. This Agreement shall be binding in all respects against (i) Seller and all of its successors and assigns (including, for the avoidance of doubt, any trustee, examiner, or other fiduciary appointed in the Bankruptcy Case) and (ii) Buyer (to the extent Buyer has not assigned its rights and obligations hereunder as permitted by Section 10.3) and all of its successors and assigns.”

18. The following defined term shall be added after the defined term for “Specified Seismic Data” in Schedule 1.1:

““Stipulation” means that certain Stipulation dated December 1, 2015, by and among Seller, Highbridge Principal Strategies, LLC, on behalf of Buyer, The Official Committee of Unsecured Creditors of Seller, and Ace Insurance Company and its Affiliates.”

19. Exhibit A-2 is substituted and replaced in its entirety by Exhibit A-2 attached hereto.

20. Schedule 3.8 is substituted and replaced in its entirety by Schedule 3.8 attached hereto.

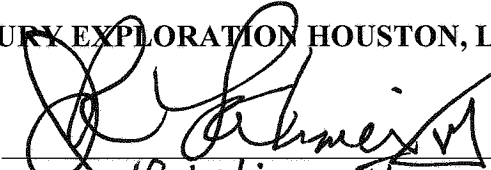
Except as expressly set forth herein, all terms and conditions of the Purchase Agreement shall remain unchanged and in full force and effect. The Parties hereby ratify and confirm the Purchase Agreement as amended herein. This Amendment may be executed in multiple counterparts, each of which shall constitute an original, and all of which together shall constitute a single instrument.

*[Signature page follows]*

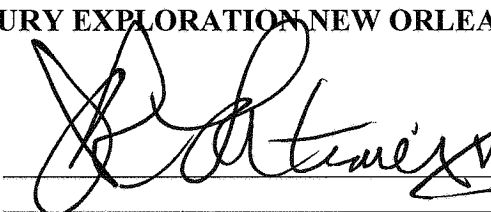
IN WITNESS WHEREOF, Seller and Buyer have executed this Amendment on the date first written above.

**SELLER:**

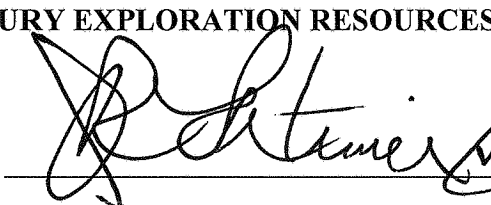
**CENTURY EXPLORATION HOUSTON, LLC**

By:   
Name: J.R. Latimer III  
Title: CRO

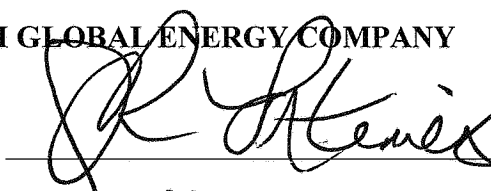
**CENTURY EXPLORATION NEW ORLEANS, LLC**

By:   
Name: J.R. Latimer III  
Title: CRO

**CENTURY EXPLORATION RESOURCES, LLC**

By:   
Name: J.R. Latimer III  
Title: CRO

**RAAM GLOBAL ENERGY COMPANY**

By:   
Name: J.R. Latimer III  
Title: CRO

*[Signatures continue on following pages]*



IN WITNESS WHEREOF, Seller and Buyer have executed this Amendment on the date first written above.

**BUYER:**

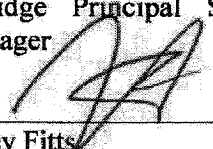
**HIGHBRIDGE PRINCIPAL STRATEGIES -  
SPECIALTY LOAN FUND III, L.P.**

By: Highbridge Principal Strategies, LLC, as  
Trading Manager

By:   
Name: Jeffrey Fitts  
Title: Managing Director

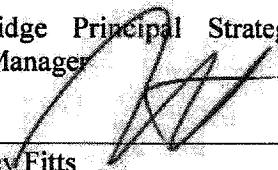
**HIGHBRIDGE SPECIALTY LOAN SECTOR  
A INVESTMENT FUND, L.P.**

By: Highbridge Principal Strategies, LLC, as  
Trading Manager

By:   
Name: Jeffrey Fitts  
Title: Managing Director

**HIGHBRIDGE SPECIALTY LOAN  
INSTITUTIONAL HOLDINGS LIMITED**

By: Highbridge Principal Strategies, LLC, as  
Investment Manager

By:   
Name: Jeffrey Fitts  
Title: Managing Director

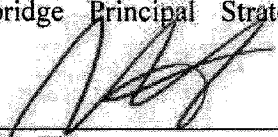
**HIGHBRIDGE PRINCIPAL STRATEGIES -  
SPECIALTY LOAN INSTITUTIONAL FUND  
III, L.P.**

By: Highbridge Principal Strategies, LLC, as  
Trading Manager

By:   
Name: Jeffrey Fitts  
Title: Managing Director


**HIGHBRIDGE PRINCIPAL STRATEGIES -  
SPECIALTY LOAN VG FUND, L.P.**

By: Highbridge Principal Strategies, LLC, as  
Manager

By:   
Name: Jeffrey Fitts  
Title: Managing Director

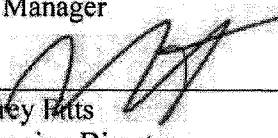
**HIGHBRIDGE PRINCIPAL STRATEGIES -  
NDT SENIOR LOAN FUND, L.P.**

By: Highbridge Principal Strategies, LLC, as  
Trading Manager

By:   
Name: Jeffrey Fitts  
Title: Managing Director

**HIGHBRIDGE PRINCIPAL STRATEGIES -  
JADE REAL ASSETS FUND, L.P.**

By: Highbridge Principal Strategies, LLC, as  
Investment Manager

By:   
Name: Jeffrey Fitts  
Title: Managing Director

**HIGHBRIDGE AIGUILLES ROUGES  
SECTOR A INVESTMENT FUND, L.P.**

By: Highbridge Principal Strategies, LLC, as  
Manager

By:   
Name: Jeffrey Fitts  
Title: Managing Director

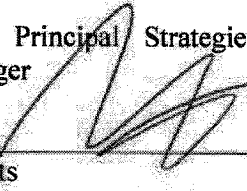
**LINCOLN INVESTMENT SOLUTIONS, INC.**

By: Highbridge Principal Strategies, LLC, its  
Investment Manager

By:   
Name: Jeffrey Fitts  
Title: Managing Director

**AMERICAN UNITED LIFE INSURANCE  
COMPANY**

By: Highbridge Principal Strategies, LLC, as  
Investment Manager

By:   
Name: Jeffrey Fitts  
Title: Managing Director

\* Not on Exhibit "A" to HB Mortgages (for the wells of any value in most cases the underlying oil and gas leases are mortgaged.)  
**Exhibit A-2**  
**Subject Wells**

State	Parish(es)	Prospect	Well Name	API No.	Property Description	Working Interest	Net Revenue Interest	Allocated Value
Louisiana	Plaquemines	Taurus	UV B RA VUA; SL 17675 #1	17-726-20551 00	Bretton Sound Block 52	62.500000%	48.125000%	
Louisiana	Plaquemines	Taurus II	SL 18549 #1	Serial No. 233610	Bretton Sound Block 52	100.000000%	n/a	
Louisiana	Plaquemines	Virgo South	SL 17861 #2	17-726-20567 00	Bretton Sound Block 52	100.000000%	76.000000%	
Louisiana	Plaquemines	Perseus	VUB; SL 17691 #1	17-726-20554 00	Bretton Sound Block 45	100.000000%	78.500000%	
Louisiana	Plaquemines	Perseus Alpha	VUB; SL 17869 #3	17-726-20575 00	Bretton Sound Block 46	100.000000%	78.500000%	
Louisiana	Plaquemines	Virgo Mid	SL 12806 #1-D ST	17-726-20391-00	Bretton Sound Block 53	100.000000%	74.000000%	
Louisiana	Plaquemines	Corvus	SL 18850 #1	17-726-20693 00	Main Pass Block 45	100.000000%	75.500000%	
Louisiana	Plaquemines	Aquarius	BS 33 VUA; SL 17767 #1	17-726-20558 00	Bretton Sound Block 33	94.285714%	73.246666%	
Louisiana	Plaquemines	Cetus	SL 17861 #1	Serial No. 228780	Bretton Sound Block 52	100.000000%	n/a	
Louisiana	Plaquemines	Alpha	VU 2; SL 14216 ST 01 & ST 02	Serial No. 221850	Bretton Sound Block 34	80.714300%	n/a	
Louisiana	Plaquemines	Auriga	SL 14561 #1	Serial No. 226623	Bretton Sound Block 34	76.500000%	n/a	
Louisiana	Plaquemines	Magellan	VU 1; SL 14561 #1	Serial No. 219489	Bretton Sound Block 34	100.000000%	n/a	
Louisiana	Plaquemines	Squid	VU 2; SL 14217 #3	Serial No. 216597	Bretton Sound Block 34	100.000000%	n/a	
Louisiana	Plaquemines	Orion	Tex W RA SUA; SL 15683 No. 3	Serial No. 225596	Bretton Sound Blk 53	50.000000%	38.84751%	
Louisiana	Plaquemines	Orion	SL 3770#1	Serial No. 88824	Bretton Sound Blk 53	50.000000%	n/a	
Louisiana	Plaquemines	Orion	SL 3770#1-D	Serial No. 90409	Bretton Sound Blk 53	50.000000%	n/a	
Louisiana	Plaquemines	Orion	SL 3770 #7	Serial No. 159079	Bretton Sound Blk 53	50.000000%	37.500000%	
Louisiana	Plaquemines	Orion	SL 3770 #8	Serial No. 159752	Bretton Sound Blk 53	50.000000%	37.500000%	
Louisiana	Plaquemines	Orion	SL 4772 #1	17-726-00300	Bretton Sound Blk 53	100.000000%	n/a	
Louisiana	Plaquemines	Harvest	SL 16569 #3	Serial No. 226346	Bretton Sound Blk 51	100.000000%	n/a	
Louisiana	Plaquemines	Jupiter 1	VUD; SL 19050 #1	17-726-205-77 00	Bretton Sound Blk 45	90.472222%	60.653570% BPO	
Louisiana	Plaquemines	Jupiter 2	VUD; SL 19050 #2	17-726-205-81 00	Bretton Sound Blk 45	90.472222%	57.939403% APO	
Louisiana	Plaquemines	Jupiter 3	VUD; SL 19050 #3	17-726-20592	Bretton Sound Blk 45	100.000000%	67.344213% BPO;	
Louisiana	Plaquemines	Centaurus 1	VUD; SL 19391 #1	17-726-205-84 00	Bretton Sound Blk 53	90.472222%	64.344213% APO	
Louisiana	Plaquemines	Centaurus 2	VUD; SL 19391 #2	17-726-205-90 00	Bretton Sound Blk 53	90.472222%	70.653570% BPO;	
Louisiana	Plaquemines	Virgo North	BS53 UV 3-B RA VUA; SL 19051 #1	17-726-205-83 00	Bretton Sound Block 53	90.472222%	67.939403% APO	
Louisiana	Plaquemines	Santos	29 RA SUA; SL 19384 #1	17-075-243-30 00	SE Manila Village Field	90.472222%	69.911798% BPO;	
Louisiana	Plaquemines						67.1976319% APO	
Louisiana	Plaquemines						70.115972%	

\* Not on Exhibit "A" to HB Mortgages (for the wells in most cases the underlying oil and gas leases are mortgaged.)  
**Exhibit A-2**  
**Subject Wells**

State	Parish(es)	Prospect	Well Name	API No.	Property Description	Working Interest	Net Revenue Interest	Allocated Value
Louisiana	Iberia	Bayou Postillion	DISC 15 RA SUB; Cotten #1-Alt	17-045-21262-00	Section 23, Township 12 South, Range 11 East	78.547115%	56.155492%	
Louisiana	Iberia	Bayou Postillion South	Disc 15 RB SUB; Marie Snyder #1	17-045-21258-00	Section 23, Township 12 South, Range 11 East	69.720414%	50.198698%	
Louisiana	Plaquemines	Palmetto	U-3 RA SUB; SL 21380 #1	17-075-24539	East Cox Bay Field	100.000000%	77.215187% BPO 74.215187% APO	
Louisiana	Plaquemines	Pegasus	SL 21543 #1 Well	17-726-20608	Breton Sound Blk 31 Field	100.000000%	78.100000% BPO 75.100000% APO	
Louisiana	Plaquemines	Virgo Deep	VU C, SL 17860 #2	17-726-20605	Breton Sound Blk 53 Field	25.000000%	19.891405%	
Louisiana	Plaquemines	Zeus	VU 2, SL 14216 #1	17-726-20552	Breton Sound Block 33	90.000000%	69.984880%	
Louisiana	Offshore	Redfish	OCS-G 32771	42-709-41170	High Island A-469	0.000000%	1.888888%	
Texas	Jasper	Akula	Mil-Vid Properties, Inc., et al A-152 #1 Well	42-241-307-63 00	A-152, Jasper County, Texas	84.817709%	51.068750%	
Texas	Jasper	Akula	Mil-Vid Properties, Inc., et al A-152 #2 Well	42-241-308-23 00	A-152, Jasper County, Texas	80.294040%	47.811695%	
Texas	Jasper	Akula	Mil-Vid Properties, Inc., et al A-152 #3 Well	SWD	A-152, Jasper County, Texas	100.000000%	N/A	
Texas	Jasper	Barracuda 2	MVP A-364 #2	42-241-30809	A-364, Jasper County, Texas	85.19994%	63.899955%	
Texas	Jasper	Dory	MVP A-364 #1	42-241-30804	A-364, Jasper County, Texas	77.16684%	57.875129%	
Texas	Jasper	Oscar	BP AMERICA A-435 #1	42-241-30780	A-435, Jasper County, Texas	77.16684%	57.875128%	
Texas	Jasper	Charlie Tuna 1	Charlie Tuna #1	42-241-30811	A-416, Jasper County, Texas	85.19994%	63.899955%	
Texas	Orange	Perry 2	MVP A-82 #1	42-361-30926	A-82, Orange County, Texas	77.43861%	58.078955%	
Texas	Hardin	Tiger Shark	Pat Riley #1 Well	42-199-330-91 00	A-21, Hardin County, Texas	75.615542%	53.055288%	
Texas	Hardin	Hammerhead 1	BP America Properties, Inc. A-39 #2 Well	42-199-331-32 00	A-39, Hardin County, Texas	84.817708%	51.068750%	
Texas	Hardin	Hammerhead 2	BP America Properties, Inc. A-39 #3 Well	42-199-334-15 00	A-39, Hardin County, Texas	84.817708%	53.613281% BPO; 51.068750% APO	
Texas	Hardin	Sebastian	Sebastian #1 Well	42-199-33332	A-645, A-634, A-879, Hardin County, Texas	64.687500%	46.575000%	
Texas	Hardin	Jacques 1	Jacques #1	42-199-33317	A-39 and A-21, Hardin County, Texas	86.250000%	55.157586%	
Texas	Hardin	Jacques 2	Jacques #2	42-199-33346	A-39 and A-21, Hardin County, Texas	86.250000%	55.157586%	
Texas	Hardin	Jacques 3	Jacques #3	42-199-33398	A-39 and A-21, Hardin County, Texas	86.250000%	55.157586%	
Texas	Hardin	Jacques 4	Jacques #4	42-199-33400	A-39 and A-21, Hardin County, Texas	84.816223%	56.389199% BPO; 52.705929% APO	



\* Not on Exhibit "A" to HB Mortgages (for the wells of any value in most cases the underlying oil and gas leases are mortgaged.)  
**Exhibit A-2**  
**Subject Wells**

State	Parish(es)	Prospect	Well Name	API No.	Property Description	Working Interest	Net Revenue Interest	Allocated Value
Texas	Jasper and Orange	Flipper 1	MVP A-152 #1	42-241-30797	A-152, Jasper County, Texas	77.166839%	48.060124%	
Texas	Jasper and Orange	Flipper 2	MVP A-152 #2	42-241-30812	A-152, Jasper County, Texas	77.166839%	48.060124%	
Texas	Jasper and Orange	Flipper 3	MVP A-152 #3	42-241-30816	A-152, Jasper County, Texas	77.166839%	48.060124%	
Texas	Orange	Flipper 4	MVP A-376 #1	42-361-30928	A-376, Orange County, Texas	77.438607%	50.578955% BPO; 48.25797% APO	
Texas	Jasper	Flipper 5	MVP A-152 #4	42-241-30836	A-152, Jasper County, Texas	77.166839%	48.060125%	
Texas	Orange	Phineas 1	MVP A-83 #1	42-361-30930	A-83, Orange County, Texas	79.816081%	57.467578%	
Texas	Orange	Phineas 2	MVP A-183 #1	42-361-30940	A-183, Orange County, Texas	67.380737%	50.535553% BPO; 48.514131% APO	
Texas	Orange	Phineas 3	MVP A-183 #2ST	42-361-30942	A-183, Orange County, Texas	79.838842%	57.483961%	
Texas	Orange	Doty Deep	Hagler BP Fee #1	42-361-30933	A-201, Hardin County, Texas	38.819870%	2808% BPO, 28.078212% APO	
Texas	Orange	Black Tip	BP America A-101 #1	42-361-30852	A-101, Orange County, Texas	75.000000%	54.000000%	
Texas	Orange	Phineas 4	MVP A-98 #1	42-361-30957	A-98, Orange County, Texas	96.614065% BPO 92.986641% APO	72.780008% BPO 66.950382% APO	
Texas	Jasper and Orange	Flipper 6H	MVP A-152 GAS UNIT #5H	42-361-30950	A-152, Jasper County, Texas	78.384502%	53.020712%	
Texas	Jasper	Flipper 7	MVP A-152 Gas Unit #6	42-241-30860	A-152, Jasper County, Texas	85.237268% BPO 85.237268% APO1 78.384502% APO2	58.160286% BPO 55.603168% APO1 50.669177% APO2	
Texas	Orange	Hilcorp Operated	Austin Linscomb Well No. 1	42-361-30946	A-152, Jasper County, Texas	0.000000%		
Texas	Orange	Perry #1	Keith Davis #1	42-361-30917	A-82 & A-83, Orange County, Texas	77.438607%	58.078955%	
California	Kern	Beiridge 64	Gump Trust 30-1 #1	3044015	Section 30, T26S-R20E M.D.M.	100.000000%	76.379982%	
California	Kern	Beiridge 64	Gump Trust 30-1 #2	3048573	Section 30, T26S-R20E M.D.M.	100.000000%	76.379982%	
California	Kern	Beiridge 64	Gump Trust 30-1 #3	3048574	Section 30, T26S-R20E M.D.M.	100.000000%	76.379982%	
California	Kern	Bloemer	BMWD #1	3047867	T26S-R19E, Section 36: NE NE	100.000000%	77.000000%	
Oklahoma	Osage	Osage	Conservancy 11-1	35-113-44219	T28N-R9E, Section 30: SW SW SW	40.000000%	32.000000%	
Oklahoma	Osage	Osage	Conservancy 11-2	35-113-44323	T28N-R9E, Section 31: SW NW NW	40.000000%	32.000000%	
Oklahoma	Osage	Osage	Conservancy 11-3	35-113-44324	T28N-R9E, Section 31: NW NW SW	40.000000%	32.000000%	
Oklahoma	Osage	Osage	Conservancy 11-3W	35-113-44370	T28N-R9E, Section 31: NW NW SW	40.000000%	32.000000%	
Oklahoma	Osage	Osage	Conservancy 31-4	35-113-44398	T28N-R9E, Section 31: NE NE SE	40.000000%	32.000000%	
Oklahoma	Osage	Osage	Conservancy 30-11	35-113-44800	T28N-R9E, Section 30: SE SE SW	40.000000%	32.000000%	
Oklahoma	Osage	Osage	Conservancy 31-6	35-113-44805	T28N-R9E, Section 31: NW SW SW	40.000000%	32.000000%	



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**Exhibit A-2**  
**Subject Wells**

State	Parish(es)	Prospect	Well Name	API No.	Property Description	Working Interest	Net Revenue Interest	Allocated Value
Oklahoma	Osage	Osage	Libster 20-5	35-113-44576	T28N-R9E, Section 20: SE SE NW	40.000000%	32.000000%	
Oklahoma	Osage	Osage	Libster 29-2	35-113-44396	T28N-R9E, Section 29: SW NE NW	40.000000%	32.000000%	
Oklahoma	Osage	Osage	Libster 29-3	35-113-44397	T28N-R9E, Section 29: SW SW NE	40.000000%	32.000000%	
Oklahoma	Osage	Osage	Orion 36-1	35-113-44678	T28N-R9E, Section 36: NE NE SE	40.000000%	32.000000%	
Oklahoma	Osage	Osage	Orion 36-2	35-113-44679	T28N-R9E, Section 36: SW SW SW	40.000000%	32.000000%	
Oklahoma	Osage	Osage	Rock Creek 26-03	35-113-44373	T29N-R10E, Section 26: SE SW SW	40.000000%	32.000000%	
Oklahoma	Osage	Osage	Rocking Chair 35-26	35-113-44588	T28N-R10E, Section 35: N2 N2 NE	40.000000%	33.333333%	
Oklahoma	Osage	Osage	Sunshine 34-1	35-113-44425	T28N-R9E, Section 34: NE NE NW	40.000000%	32.000000%	
Oklahoma	Osage	Osage	Sunshine 34-2	35-113-44427	T28N-R9E, Section 34: SE SE SW	40.000000%	32.000000%	
Oklahoma	Osage	Osage	Sunshine 34-3	35-113-44416	T28N-R9E, Section 34: SW SW NE	40.000000%	32.000000%	
Oklahoma	Osage	Osage	Sunshine 34-4	35-113-44426	T28N-R9E, Section 34: NE NE SE	40.000000%	32.000000%	
Oklahoma	Osage	Osage	Timber 35-16	35-113-44645	T28N-R10E, Section 35: NE NE SE	40.000000%	32.000000%	
Oklahoma	Osage	Osage	Timber 11-1			40.000000%	32.000000%	
Oklahoma	Osage	Osage	Timber 11-2			40.000000%	32.000000%	
Oklahoma	Osage	Osage	Timber 11-3			40.000000%	32.000000%	
Oklahoma	Osage	Osage	Timber 36-4	35-113-44590	T28N-R10E, Section 36: SW SW SE	40.000000%	32.000000%	

Schedule 3.8			11/24/2015 Rev.	
<b>Non-Operated Wells</b>				
	Operator	Well Name	API No.	
	Hilcorp	Austin Linscomb Well No. 1	42-361-30946	
	Hilcorp	Hagler BP Fee #1	42-361-30933	
	Walter Oil & Gas	Redfish (APO only)	tbd	
<b>Shut-In or Temporarily Abandoned Wells</b>				
	Prospect	Well Name	API No.	Status
	BARRACUDA #2	MVP A-364 #2	42-241-30809	Shut-In
	AKULA #1	MIL-VID PROP A-152 OIL UNIT #1	42-241-30763	Shut-In
	FLIPPER #2	MVP 'A-152' GAS UNIT #2	42-241-30812	Temporarily Abandoned
	FLIPPER #4	MVP A-376 #1	42-361-30928	Shut-In
	FLIPPER #5	MVP 'A-152' GAS UNIT #4	42-241-30836	Temporarily Abandoned
	FLIPPER #6H	MVP 'A-152' GAS UNIT #5H	42-361-30950	Temporarily Abandoned
	DORY	MVP A-364 #1	42-241-30804	Shut-In
	OSCAR	BP AMERICA 'A-435' #1	42-241-30780	Shut-In
	CHARLIE TUNA #1	Charlie Tuna #1	42-241-30811	Shut-In
	PERRY #2	MVP A-82 #1	42-361-30926	Temporarily Abandoned
	ORION	SL 3770 #1	Serial No. 88824	SHUT-IN PRODUCTIVE - FUTURE UTILITY
	ORION	SL 3770 #1-D	Serial No. 90409	SHUT-IN PRODUCTIVE - FUTURE UTILITY
	VIRGO MID	SL 12806 #1-D	17-726-20391-00	SHUT-IN PRODUCTIVE - FUTURE UTILITY
	SQUID	VU 2; SL 14217 #3	Serial No. 216597	SHUT-IN PRODUCTIVE - FUTURE UTILITY
	HARVEST	SL 16569 #3	Serial No. 226346	SHUT-IN PRODUCTIVE - FUTURE UTILITY
	PERSEUS	VU B; SL 17691 #1	17-726-20554 00	SHUT-IN PRODUCTIVE - FUTURE UTILITY
	CETUS	SL 17861 #1	Serial No. 228780	SHUT-IN PRODUCTIVE -NO FUTURE UTILITY
	TAURUS II	SL 18549 #1	Serial No. 233610	SHUT-IN PRODUCTIVE - FUTURE UTILITY
	JUPITER 1	VU D; SL 19050 #1	17-726-205-77 00	SHUT-IN PRODUCTIVE - FUTURE UTILITY
	JUPITER 2	VU D; SL 19050 #2	17-726-205-83 00	SHUT-IN PRODUCTIVE - FUTURE UTILITY
	VIRGO NORTH	UV 3B RA VUA; SL 19051 #1	17-726-205-83 00	SHUT-IN PRODUCTIVE - FUTURE UTILITY
	ORION	SL 4772 #1	17-726-00300	TEMPORARILY ABANDONED
	MAGELLAN	SL 14561 #2	Serial No. 219489	TEMPORARILY ABANDONED
	ALPHA	VU 2; SL 14216 ST 01 & ST 02	Serial No. 221850	TEMPORARILY ABANDONED
	AURIGA	SL 14561 #1	Serial No. 226623	TEMPORARILY ABANDONED
<b>Wells subject to governmental order to plug and abandon</b>				
	Operator	Well Name	Serial Number	Compliance Date
	Century	SL 17861 #1	228780	1-Apr-16