

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

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

**NOTICE OF POSSIBLE ASSUMPTION AND ASSIGNMENT
OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

**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 (collectively, 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

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

\$58,800,000.00, cash in an amount equal to \$6.05 million, and assumption of certain obligations, all upon the terms and subject to the conditions set forth in the Purchase Agreement.

On December 2, 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. 180] (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”), (b) scheduled an auction, (c) 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, (d) approved the form and manner of the notice of the assumption and assignment of executory contracts and unexpired leases and rights thereunder, (e) 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, (f) 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”), (g) established procedures for objecting to the Transaction, and (h) granted other relief.

In connection with the Transaction or an Alternative Transaction (as defined in the Purchase Agreement), as applicable, the Debtors may seek to assume certain executory contracts and unexpired leases (collectively, the “Desired 365 Contracts”) and rights thereunder and assign such executory contracts and unexpired leases and rights thereunder to the Potential Buyer or such other party that proposes an Alternative Transaction, as applicable. **You are receiving this notice because you are identified as a party to one or more Desired 365 Contracts that may be assumed by the Debtors and assigned to the Potential Buyer or such other party that proposes an Alternative Transaction** (the “Alternative Buyer”).

A list of the Desired 365 Contracts, including a description of the Desired 365 Contracts and the maximum amount, if any, that will be paid to cure all defaults and arrearages under such Desired 365 Contract (the “Cure Amount”), is set forth on **Exhibit B** attached hereto. The inclusion of any contract or lease on **Exhibit B** shall not be deemed to be an admission by the Debtors that such contract or lease is an “executory contract” or “unexpired lease” for purposes of Bankruptcy Code § 365, and the Debtors reserve all rights in connection with same. Such Cure Amounts may be paid directly to you or to certain third parties, as applicable under state law, to cure all defaults and arrearages related to the Desired 365 Contract. **Exhibit B** sets forth the portion of the Cure Amount to be paid to you or to one or more third parties, as applicable. The Debtors propose to (i) pay all valid and undisputed Cure Amounts as provided in **Exhibit B**, and (ii) establish a cash reserve to satisfy disputed Cure Amounts upon approval by the Court. The Debtors believe that the Potential Buyer or Alternative Buyer, as applicable, provides you adequate assurance of future performance under your respective Desired 365 Contract.

The Debtors are authorized to amend the Assumption Notice by amending Cure Amounts by sending a new or amended Assumption Notice at any time at least five (5) calendar days prior to the Closing (as defined in the Purchase Agreement); provided, however, that counterparties to any Desired 365 Contracts whose Cure Amounts are amended shall have at least five (5) calendar days from the date of mailing or ECF notification, as applicable, of the amended Assumption Notice to properly object to such Cure Amount amendment. The Debtors are

authorized to amend the Assumption Notice by adding or deleting Desired 365 Contracts at any time prior to Closing; provided, however, that counterparties to any such added Desired 365 Contracts shall have at least five (5) calendar days from the date of mailing or ECF notification, as applicable, of the amended Assumption Notice to properly object to the assumption and assignment of their respective Desired 365 Contract and rights thereunder and the applicable Cure Amount.

After the assumption and assignment of your Desired 365 Contract and rights thereunder, the Potential Buyer or the buyer under an Alternative Transaction, as applicable, and their respective subsidiaries will be relieved of any liability to you that accrued or arose before the date of assumption and you shall look solely to the Debtors as to any such liability. Further, your Desired 365 Contract will remain in full force and effect for the benefit of the Potential Buyer or the buyer under an Alternative Transaction, as applicable, in accordance with its terms, notwithstanding any provision in any such Desired 365 Contract which prohibits, restricts or conditions such assignment or transfer thereof or its rights thereunder.

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").

IF YOU DO NOT OBJECT TO THE PROPOSED ASSUMPTION AND ASSIGNMENT OF YOUR DESIRED 365 CONTRACT AND RIGHTS THEREUNDER OR THE CURE AMOUNT OR ADEQUATE ASSURANCE OF FUTURE PERFORMANCE BEFORE THE OBJECTION DEADLINE: (A) YOUR DESIRED 365 CONTRACT AND RIGHTS THEREUNDER MAY BE ASSUMED AND ASSIGNED IN WHICH CASE YOU WILL BE DEEMED TO HAVE CONSENTED AND WILL BE BOUND BY ORDER OF THE COURT TO SUCH ASSUMPTION AND ASSIGNMENT; (B) THE POTENTIAL BUYER OR THE BUYER UNDER AN ALTERNATIVE TRANSACTION, AS APPLICABLE, WILL ENJOY ALL OF THE RIGHTS AND BENEFITS UNDER YOUR DESIRED 365 CONTRACT WITHOUT THE NECESSITY OF OBTAINING YOUR WRITTEN CONSENT TO THE ASSUMPTION AND ASSIGNMENT THEREOF; (C) YOU WILL BE FOREVER BARRED AND ESTOPPED FROM ASSERTING OR CLAIMING AGAINST THE DEBTORS, THE POTENTIAL BUYER, OR THE BUYER UNDER AN ALTERNATIVE TRANSACTION, AS APPLICABLE, OR AN ASSIGNEE THAT ANY ADDITIONAL AMOUNTS, OTHER THAN THE CURE AMOUNT, ARE DUE OR DEFAULTS EXIST UNDER SUCH DESIRED 365 CONTRACT, OR THAT CONDITIONS TO ASSIGNMENT MUST BE SATISFIED UNDER SUCH DESIRED 365 CONTRACT FOR THE PERIOD PRIOR TO THE EFFECTIVE DATE; AND (D) ANY CLAIMS YOU HAVE FILED ON ACCOUNT

OF SUCH DESIRED 365 CONTRACT SHALL BE DISALLOWED AND EXPUNGED IN THESE CASES AS TO THE DEBTORS AND THEIR RESPECTIVE BANKRUPTCY ESTATES. PURSUANT TO BANKRUPTCY CODE § 365(K), THE DEBTORS WILL BE RELIEVED OF ANY LIABILITY UNDER OR RELATED TO THE DESIRED 365 CONTRACTS FOR ANY BREACH OF ANY DESIRED 365 CONTRACT OCCURRING AFTER THE ASSIGNMENT OF SUCH CONTRACT.

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.

Any Person failing to timely file an objection to any Cure Amounts set forth in the Assumption Notice or the proposed assumption and assignment of the Debtors' right, title and interest in, to and under the Desired 365 Contracts will be forever barred from objecting to the Cure Amounts and from asserting a claim for any cure or other amounts (or asserting that any defaults exist under the Desired 365 Contract as of the date of assumption) against any of the Debtors, their estates, the Potential Buyer or any of their respective affiliates (or such other Person that agrees to purchase any of the Debtors' assets under any Alternative Transaction that is approved by the Bankruptcy Court) with respect to its Desired 365 Contract arising prior to assumption and assignment of the Debtors' right, title and interest in, to and under the Desired 365 Contract and will be deemed to consent to the proposed assumption and assignment of the Debtors' right, title and interest in, to and under the Desired 365 Contracts as provided by such Transaction or Alternative Transaction.

Where a counterparty to a Desired 365 Contract files a timely objection asserting a higher cure amount than the maximum Cure Amount set forth in the Assumption Notice and the parties are unable to consensually resolve the dispute prior to the Sale Hearing, the amount to be paid or reserved with respect to such objection will be determined at the Sale Hearing or such other date and time as may be fixed by this Court. All other objections to the proposed assumption and assignment of the Debtors' right, title and interest in, to and under the Desired 365 Contracts will be heard at the Sale Hearing.

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 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, lhollis@parkmanwhaling.com.

Dated: December 7, 2015

Respectfully submitted,

VINSON & ELKINS LLP

By: /s/ Bradley R. Foxman

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