

SENT VIA ELECTRONIC MAIL

December 10, 2015

Mr. James Latimer
Chief Restructuring Officer
RAAM Global Energy
Century Exploration New Orleans, LLC
Century Exploration Houston, LLC
Century Exploration Resources, LLC
3838 N. Causeway Blvd, Suite 3150
Metairie, Louisiana 70002

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www.ryanco.com

RE: Texas Sales and Use Tax Credit Review, Louisiana and Texas Severance Tax Credit Review, Louisiana and Federal Royalty Review

Dear Mr. Latimer:

Thank you very much for the opportunity to assist you with minimizing the state tax and royalty liability of RAAM Global Energy, Century Exploration New Orleans, LLC, Century Exploration Houston, LLC, Century Exploration Resources, LLC (collectively "Century"). As discussed, this letter (the "Agreement") outlines the terms and conditions of our engagement to assist Century with a Texas sales and use tax credit review, a Louisiana and Texas severance tax review, and Louisiana and Federal oil and gas royalty review.

ENGAGEMENT SCOPE

Ryan, LLC ("Ryan") will assist Century with a review of the following:

Texas Sales and Use Tax Credit Review

Century's Texas sales and use tax payment records to identify tax refund and/or tax reduction opportunities. Our approach is specifically designed to target tax refund and/or tax reduction opportunities and use these opportunities to reduce Century's Texas sales and use tax liability without significant assistance or effort from personnel at Century.

In the event of an audit, our engagement will include a review of audit exceptions scheduled by the Texas Comptroller of Public Accounts ("Comptroller") after Century's tax, finance, or accounting department personnel have completed their own internal audit review. Our review of scheduled audit exceptions will begin only after receiving authorization from Century. All requests for refunds, credits, or reductions made by Ryan are subject to Century's approval. Century agrees not to unduly withhold or delay such approval.

Louisiana and Texas Severance Tax Review

Ryan, LLC will assist Century with a severance tax credit review focusing on the States of Louisiana and Texas. Further, Ryan shall provide audit defense services on behalf of Century in the State of Louisiana, to the extent requested.

Ryan will perform all necessary services to identify, calculate, certify (if necessary), and recover available severance tax credits, refunds, and liability reductions on behalf of Century. We will perform these services for Century in its capacity as producer, operator, working interest owner, and first purchaser. Our approach is specifically designed to target severance tax credit, refund, and liability reduction opportunities without significant assistance or effort from personnel at Century.

Our services will focus on the following severance tax credit, refund, and liability reduction opportunities, to the extent that such recovery opportunities exist:

Incentives:

- Production from qualifying horizontally drilled wells (Louisiana).
- Production from qualifying high cost gas wells (Texas), and
- Production from qualifying low production wells (Texas).

Deductions:

- Reductions in gross value due to the application or recalculation of the available natural gas marketing cost deduction (Texas),
- Reductions in gross value due to the application of the transportation deduction (Louisiana, Texas) and
- Reductions in gross value due to the presence of qualifying tax reimbursement language in applicable gas sales contracts (Texas).

Ryan shall acquire historic severance tax report data from the Texas Comptroller of Public Accounts ("Comptroller") in order to identify, analyze, document, and recover potential Texas severance tax credits and refunds resulting from tax return compliance issues, including but not limited to, duplicate entries, double reporting by multiple parties, mishandled amendments, and exemption reporting.

Finally, Ryan shall provide audit defense services focusing on the State of Louisiana.

Our approach is specifically designed to target severance tax credit, refund, and liability reduction opportunities without significant assistance or effort from personnel at Century. Our services will include all research and other activities that are required to maximize the recovery potential for Century, including negotiating with state taxing authority personnel and first purchasers.

All requests for refunds, credits, or liability reductions made by Ryan are subject to Century's approval. Century agrees not to unduly withhold or delay such approval.

Severance Tax Review Process

Ryan shall review Century's production data to determine if a severance tax incentive and/or deduction may be applicable for specific properties. Ryan shall perform a full evaluation of all targeted properties in order to make a determination as to whether these properties will qualify for an incentive and/or deduction. In order to perform such a full evaluation, Century may be required, and agrees, to provide reasonable access to such relevant information, including engineering, geological and accounting data, as may be deemed necessary by Ryan. Further, due to statutory considerations, Century agrees to make reasonable efforts to insure that all records requested by Ryan are provided timely. Century shall use reasonable efforts to provide such detail to Ryan, but Century will be under no obligation to create detail that does not presently exist.

When determined to be necessary, Century also agrees to provide Ryan with reasonable access to company personnel such as production foremen and reservoir engineers in order to further determine the possible applicability of an exemption and/or deduction. Further, Century agrees that Ryan has the right to incur third party engineering costs that may be required as part of this review at Ryan's expense.

As pertaining to incentives, before proceeding with actual property certification, should this be required, Ryan shall review accounting data and well file information to establish the materiality of the incentive (production volumes, drilling and completion costs) and to quantify the economic recovery opportunity. Ryan will then provide Century with a list of properties that have economic recovery potential for Century's review and approval.

Ryan shall obtain Century's approval before proceeding with the filing of any refund claims with state taxing authorities. Upon approval by Century, Ryan shall file specific refund claims related to the qualifying incentive/exemption and/or deduction and shall include any amended tax returns necessary to gain economic benefit.

Royalty Review

Louisiana Royalty Review

Ryan will assist Century with a royalty review concentrating on the recovery of royalties paid on oil and gas produced from State of Louisiana lands and waters. Ryan shall perform all necessary services to identify, calculate, certify, and recover all available royalty credits, refunds, and liability reductions on behalf of Century. We will perform these services Century in its capacity as operator and/or producer, including instances where the commodity is take-in-kind. In addition, we will review company royalty reporting efforts to determine if additional royalty recovery opportunities exist. Our approach is specifically designed to target royalty credit, refund, and liability reduction opportunities without significant assistance or effort from personnel at Century.

Our services will include, but not be limited to, the following royalty credit, refund, and liability reduction opportunities:

- royalty exemptions or suspensions related to production subject to relief programs,
- recalculation of the oil and gas transportation allowances in order to reduce the value subject to royalty,
- recalculation of the gas processing allowance in order to reduce the value subject to royalty,
- royalty credits associated with reporting and compliance issues.

In addition, Ryan shall assist Century with audit defense services, as requested.

Ryan shall acquire historic royalty reporting data from the Louisiana Department of Natural Resources ("LDNR") (to the extent this data is available) in order to identify, analyze, document, and recover potential royalty credits and refunds resulting from return compliance issues, including but not limited to, duplicate entries, double reporting by multiple parties, mishandled amendments, royalty relief reporting, and volume imbalances.

We will focus on qualifying credits, refunds, and liability reductions that Century has previously identified but not pursued, as well as those not previously identified by Century. Our services will include all research and other activities that are required to minimize Century's royalty liability, including negotiating with LDNR personnel.

All requests for refunds, credits, or liability reductions made by Ryan are subject to Century's approval. Century agrees not to unduly withhold or delay such approval.

When determined to be necessary, Century also agrees to provide Ryan with reasonable access to company personnel such as production foremen and reservoir engineers in order to further determine the possible applicability of an incentive, exemption, or deduction. Federal Royalty Review

Ryan will assist Century with a royalty review concentrating on the recovery of royalties paid on oil and gas produced from Federal lands and waters. Ryan shall perform all necessary services to identify, calculate, certify, and recover all available royalty credits, refunds, and liability reductions on behalf Century. We will perform these services for Century in its capacity as operator and/or producer, including instances where the commodity is take-in-kind. In addition, we will review company royalty reporting efforts to determine if additional royalty recovery opportunities exist. Our approach is specifically designed to target royalty credit, refund, and liability reduction opportunities without significant assistance or effort from personnel at Century. We will perform these services for the following entities:

Our services will include, but not be limited to, the following Federal royalty credit, refund, and liability reduction opportunities:

- royalty exemptions or suspensions related to production subject to relief programs (i.e., offshore deep water royalty relief),
- recalculation of the oil and gas transportation allowances in order to reduce the value subject to royalty,
- recalculation of the gas processing allowance in order to reduce the value subject to royalty,
- royalty credits associated with reporting and compliance issues.

Ryan shall acquire historic royalty reporting data from the Office of Natural Resources Revenue ("ONRR") (to the extent this data is available) in order to identify, analyze, document, and recover potential royalty credits and refunds resulting from return compliance issues, including but not limited to, duplicate entries, double reporting by multiple parties, mishandled amendments, royalty relief reporting, and volume imbalances.

We will focus on qualifying credits, refunds, and liability reductions that Century has previously identified but not pursued, as well as those not previously identified by Century. Our services will include all research and other activities that are required to minimize Century's federal royalty liability, including negotiating with ONRR personnel.

All requests for refunds, credits, or liability reductions made by Ryan are subject to Century's approval. Century agrees not to unduly withhold or delay such approval.

Royalty Review Process

For all properties operated by Century, as well as those where Century maintains an ownership interest, Ryan shall review Century's production data to determine if royalty relief may be applicable for specific properties. Ryan shall perform a full evaluation of all targeted properties in order to make a determination as to whether these properties will qualify for an incentive, exemption, or deduction. In order to perform such a full evaluation, Century may be required, and agrees, to provide reasonable access to such relevant information, including engineering, geological, and accounting data, as may be deemed necessary by Ryan. Further, due to statutory considerations, Century agrees to make every effort reasonably possible to ensure that all records requested by Ryan are provided timely. Century shall use reasonable efforts to provide such detail to Ryan, but Century will be under no obligation to create detail that does not presently exist.

When determined to be necessary, Century also agrees to provide Ryan with reasonable access to company personnel such as production foremen and reservoir engineers in order to further determine the possible applicability of an incentive, exemption, or deduction.

Before proceeding with any royalty recovery, Ryan shall review accounting data, sales agreements, lease agreements, and other contracts to establish the materiality of the incentive, exemption, or deduction to quantify the economic opportunity. Ryan will then provide Century with a list of properties that have economic recovery potential for Century's review and approval.

Ryan agrees to not file any amendments with the LDNR or ONRR without first obtaining Century's approval.

Upon approval by Century, Ryan shall file specific refund claims related to the qualifying incentive, exemption, or allowance and shall include any amendments necessary to gain economic benefit.

Century agrees that Ryan has the right to incur third-party engineering costs that may be required as part of this review at Ryan's expense.

We will perform the Texas Sales and Use Tax review, Louisiana and Texas severance tax review, and the Louisiana and Federal Royalty Review for the following entities and/or locations:

RAAM Global Energy / Texas Operations, Federal Waters
Century Exploration Resources, LLC / Texas Operations, Federal Waters
Century Exploration Houston, LLC / Louisiana and Texas Operations, Federal Waters
Century Exploration New Orleans, LLC / Louisiana and Texas Operations, Federal Waters

ENGAGEMENT PERIOD

Our review will cover all periods open by law through December 31, 2015 or other period as determined by the various taxing authorities.

ELECTRONIC DATA FILES

Century agrees to provide electronic data files to Ryan that will facilitate the identification and location of records to be reviewed. Ryan generally utilizes general ledger, accounts payable, sales and use tax accrual data, and production data in text/ASCII files, database files, or spreadsheet files. Ryan will assist Century's information systems personnel with determining the appropriate system file layouts, required data fields, file types, and transfer media. Any out-of-pocket costs of preparing, modifying, or transferring such data will be the responsibility of Ryan. Century further agrees to assist Ryan in using Ryan's data extraction applications and other tools by providing all necessary access and configurations. Century acknowledges that Ryan's data extraction applications and other tools are proprietary to Ryan, and Century shall acquire no rights whatsoever with respect to such applications and other tools.

Century agrees that all electronic data files shall be transferred by Century to Ryan through a secure transfer site and by methods approved in advance by Ryan and Century. The following data sites are approved by Ryan for such transfer: SFS and SFTP. In facilitation of this transfer, Ryan shall provide specific transfer instructions to Century when the electronic data files are prepared for delivery. Century further agrees that neither Century nor any employee or agent of Century shall transmit PII (as defined below) to Ryan without first (a) having reached an agreement with Ryan as to the date, time, and method of such transmission; (b) identified the particular types of PII; and (c) represented to Ryan that Century is not restricted from transferring the PII. "PII" is any information that can be used to identify, contact, or locate an individual, either alone or combined with other easily accessible sources, or as defined by applicable law. PII includes information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.

RESPONSIBILITIES

All services will be conducted under the supervision of Mr. Stephen J. Allen, Principal, who serves as Client Principal for Century. Mr. Allen will also serve as Engagement Principal on the Texas Sales and Use Tax project. Mr. William Samuels will serve as Engagement Principal on the Louisiana and Texas severance tax project, the Louisiana royalty project, and the Federal royalty project. Mr. Allen and Mr. Samuels will be responsible for staffing, project coordination, technical direction, and related issues. Additionally, throughout the course of this engagement, we will make every effort to arrange and schedule all work to avoid interruption to Century's normal business operations.

COMPENSATION

- 1. Non-Adjudicated Claims In the event Ryan obtains any tax or royalty refunds, credits, or reductions, Century agrees to pay Ryan and hereby assigns to Ryan, as compensation for this service, thirty percent (30%) of any tax or royalty refunds, credits, or reductions, including offsets of interest and penalties and the payment of credit interest, which Century receives from taxing and regulatory authorities, vendors, or first purchasers. Century agrees that Ryan's fees shall be based upon the gross amounts attributable to Ryan and shall not be reduced by any existing liabilities of Century that may be applied or offset against such amounts. If Century obtains any tax or royalty refunds, credits, or reductions using Ryan work products for any other locations, entities, or periods, Century agrees to notify Ryan and pay Ryan as outlined herein.
- 2. Adjudicated Claims In the event of any litigation or other adjudication of any claims or issues ("Adjudication"), Century agrees that Ryan has the right to engage legal counsel to represent Century at Ryan's expense, subject to Century's approval. Century further agrees not to unreasonably withhold such approval. In the event Ryan obtains any refunds, credits, or reductions as a result of an Adjudication, Century agrees to pay Ryan and hereby transfers, conveys, and assigns to Ryan, as compensation for this service, all rights, title, interest, and ownership in and to forty percent (40%) of any tax or royalty refunds, credits, or reductions Century receives as a result of the Adjudication, including offsets of interest and penalties and the payment of credit interest thereon. In the event no tax or royalty refunds, credits, or reductions are obtained, no fee will be due. Our fee for the savings recovered in Adjudication will be invoiced upon completion of the Adjudication.
- 3. Follow-On Claims In the event Ryan obtains any refunds, credits, or reductions as a result of an Adjudication, and Century receives any tax or royalty refunds, credits, or reductions in connection with other transactions due to substantially the same legal issue(s) as matters resolved in favor of Century in the Adjudication, Century agrees to pay Ryan and hereby transfers, conveys, and assigns to Ryan, as compensation for this service, all rights, title, interest, and ownership in and to forty percent (40%) of any such tax or royalty refunds, credits, or reductions, including offsets of interest and penalties and the payment of credit interest thereon, and tax or royalty savings imputed on such transactions for which Century was entitled to a tax or royalty assessment reduction, through the date in which a final, non-appealable judgment is obtained in the Adjudication, regardless of whether obtained by Ryan.

Our fee for savings realized on transactions involving substantially the same legal issue(s) as matters resolved in the Adjudication will be invoiced upon approval by Century of any such savings (including correspondence approving schedules or the submission to the taxing or regulatory authority of an original or amended return reflecting a credit or reduction of any audit assessment or deficiency).

All invoices are due and payable in full within thirty (30) days. Century agrees to pay interest of one and one-half percent (1½%) per month on any past due fees. Century further agrees to pay all costs of collection, including, but not limited to, any collection agency or attorneys' fees, incurred by Ryan in connection with fees more than sixty (60) days past due. Ryan accepts checks; electronic funds transfers (EFTs), credit cards, and purchasing cards. If payment is made using a credit card or purchasing card, Century authorizes Ryan to add a processing fee to the payment. Such processing fee is currently three percent (3%) of the payment amount and is subject to change upon thirty (30) days prior notice.

NOTICE

Any notice to be given under this Agreement shall be given in writing and may be made by personal delivery or hand delivery by courier, by overnight reputable national courier, or by placing such in the United States certified mail, return receipt requested. Notices to Century should be sent to the address indicated on the first page of this Agreement and notices to Ryan should be addressed as follows:

Ryan, LLC Three Galleria Tower 13155 Noel Road Suite 100 Dallas, Texas 75240 Attn: Chairman and CEO

With a copy to:

Attn: General Counsel

INTEGRITY AND CONFIDENTIALITY

We guarantee that all matters associated with the professional services we render will be directed with the highest degree of professional integrity. Accordingly, all information that Century makes available to Ryan shall be considered confidential, proprietary information, and Ryan shall not disclose such information to any third party except as required in fulfilling duties described by this Agreement or to comply with an official order of a court of law.

Additionally, Century agrees that Ryan's work product, including specific engagement procedures and techniques, constitutes proprietary and exclusive information, and Century further agrees not to disclose such information to any third party without obtaining prior written approval from Ryan. Additionally, Ryan's tax and royalty saving strategies constitute proprietary and exclusive information; provided, however, that notwithstanding the foregoing, Ryan does not limit Century's disclosure of the tax or royalty treatment or the tax and royalty structures of the transactions. This Agreement does not include information independently developed by Century, information previously known to Century, or information rightfully received by Century from a third party without confidential limitations.

LAW GOVERNING AGREEMENT

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for any dispute with respect to this Agreement shall reside in a court of competent jurisdiction in Houston, Harris County, Texas.

ACKNOWLEDGMENT

Thank you for the opportunity to assist you with this project. If the above terms and conditions meet with your approval, please sign and return the enclosed copy of this Agreement at your convenience. Upon acceptance, we will contact you to arrange a mutually acceptable time to begin our review. If you have any questions, or if you would like to discuss this Agreement further, please contact Mr. Stephen J. Allen at 713.629.0090.

RYAN, LLC:	RAAM GLOBAL ENERGY:
By: Stephe J. Aller Was	By: Detrucy W
Name: Stephen J. Allen	Name: <u>James Latimer</u>
Title: Principal	Title: Chief Restructuring Officer
Date: December 8, 2015	Date: 12-31-15

Mr. James Latimer
Century Exploration New Orleans, LLC
December 14, 2015
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CENTURY EXPLORATION NEW ORIEANS, LLC: By:
Name: <u>James Latimer</u>
Title: Chief Restructuring Officer
Date: 12-31-15
CENTURY EXPLOPATION HOUSTON, LLC:
By: We will the
Name: <u>James Latimer</u>
Title: Chief Restructuring Officer
Date: 12-31-15
CENTURY EXPLORATION RESOURCES, LLC.
By: XXXII MEXM
Name: <u>James Latimer</u>
Title: Chief Restructuring Officer
Date: 12-31-15