

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS**

IN RE:	§	
	§	
RAAM GLOBAL ENERGY COMPANY	§	CHAPTER 11
	§	
Debtors	§	CASE NO. 15-35615
	§	(Jointly Administered)

**AFFIDAVIT OF WAYNE L. ADAMS IN SUPPORT OF TECHXPLORE PARTICIPATION I,
LTD.'s AND TECHXPLORE LP'S OBJECTION AND RIGHTS NOTICE**

STATE OF TEXAS §
 §
COUNTY OF _____ §

ON THIS DAY personally appeared Wayne L. Adams, who upon being duly sworn did state the following:

1. My name is Wayne L. Adams. I am over the age of 18 years and competent and otherwise qualified to make this affidavit. I have personal knowledge of the facts stated herein and same are true and correct. I submit this affidavit in support of TechXplore Participation 1, Ltd. and TechXplore LP's Objection and Rights Notice filed concurrently in this case (the "Motion").

2. I have been working in the oil and gas industry since 1981. My focus is on oil and gas exploration and production in Texas and Louisiana. I have negotiated and participated as investor, operator, buyer and seller and other roles in working on and under numerous oil and gas leases, JOAs, participation agreements, seismic agreements and other agreements.

3. I am the President of TechXplore Participation 1, Ltd. and TechXplore, LP. I control both of these entities and am familiar with their business and agreements.

4. In 2005, I participated, on behalf of TechXplore LP, in negotiations with Century Exploration Houston Inc. and RAAM Global Energy Company, debtors in the above-captioned case (the “Debtors”) about seismic data and rights for a 155.3 acre tract of property in east Texas called JASPO (the “JASPO 3D Data.”).

5. These negotiations produced a written agreement between the Debtors and TechXplore LP (the “2005 Agreement,” attached to the Motion as Exhibit A). In consideration of this agreement, TechXplore LP pledged and contributed a.) approximately \$4 million, being 25% of the actual cost of the acquisition of JASPO 3D Data, which was paid through a combination of production and prospect fees and b.) my expert professional services as well as my business partners of Russell E. Wilson and John A. Gambill in exchange for seismic rights and other consideration, including the right to 25% of the value from any sale of the JASPO 3D Data (the “Ownership Right”).

6. Conditions of the Ownership Right were TechXplore LP obtaining a license to the JASPO 3D Data and payout for Bayou Postillion, which TechXplore LP did so obtain and payout did so occur.

7. The 2005 Agreement was replaced and amended by an agreement between the same parties, where I led the negotiations for TechXplore LP, in 2009 (the “2009 Agreement,” attached to the Motion as Exhibit C). The 2009 Agreement explicitly retained TechXplore LP’s Ownership Right.

8. In the year 2011, the 2009 Agreement, the successor to the 2005 Agreement, was then replaced and amended by an agreement entered into by the same parties with the addition of the party of TechXplore Participation I Ltd. (the “2011 Agreement,” attached to the Motion as Exhibit D).. In this agreement, which also explicitly retained the Ownership Right, TechXplore

Ltd. pledged all its rights title and interest to the Ownership Right to TechXplore Participation I Ltd.

9. The 2011 Agreement also stated that the agreement would bind all "assigns."

10. The parties intended for the 2011 Agreement to be an amendment to the original 2005 Agreement.

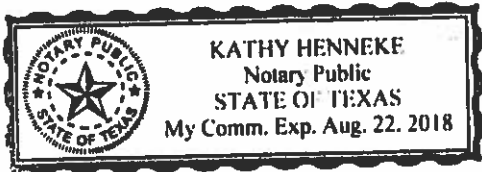
11. I have worked on projects and exploration within and around the JASPO tract for the past decade. I have intimate familiarity with the JASPO tract.

12. Based on my experience in the oil and gas industry as well as my specific experience with the JASPO tract, I place the value of the JASPO Data, on the whole, at \$1 million, making the Ownership Right worth \$250,000.

Further Affiant Sayeth Not."

[Signature]
Wayne L. Adams

SWORN TO AND SUBSCRIBED before me on the 11th day of January, 2016.



[Signature]
Notary Public, State of Texas

Notary's printed name:
Kathy Henneke

My commission expires: 8/22/18