

AMENDED AND RESTATED PARTICIPATION AND EXPLORATION AGREEMENT

This Amended and Restated Participation and Exploration Agreement (the “Restated Participation Agreement”, or the “Agreement”) is made and entered into this 21st day of March, 2011 between and among **TechXplore, LP**, a Texas limited partnership (“TechXplore”); **TechXplore Participation I, Ltd.**, a Texas limited liability company (“Participation I”); **Century Exploration Houston, Inc.**, a Delaware Corporation (“Century”); and **RAAM Global Energy Company**, a Delaware Corporation (“RAAM”);

For purposes of this Agreement, each of TechXplore, Participation I, Century, and RAAM are sometimes referred to singly as a “Party”, or when more than one, or collectively, as “Parties”. Wayne L. Adams, John A. Gambill and Russell Wilson, all individual residents of Texas (“Adams”, “Gambill” and “Wilson”), collectively being the owners of TechXplore, are joining in the execution of this Agreement in order to formally consent and ratify the transactions represented thereby. Defined terms utilized but not otherwise defined in this Agreement shall have the meanings otherwise given in either the Participation Agreement, the Contribution Agreement, or the Termination Agreement described below.

1. **Recitals:** TechXplore, Century and RAAM have been involved in an ongoing business together since 2003 in which they have been Parties to a series of Participation and Exploration Agreements. The most recent of such agreements was dated August, 2009 and expired December 31, 2010 (the “Participation Agreement”). Certain terms relating to its expiration are memorialized in a certain Termination Agreement (the “Termination Agreement”), dated the date of this Restated Participation Agreement. In a related transaction, TechXplore and Participation I have been Parties to a certain Contribution Agreement dated December 23, 2005 (the “Contribution Agreement”).

2. **Assignment of Certain Rights Under Participation Agreement:** Under the Contribution Agreement, TechXplore contributed to Participation I, certain rights to receive the benefits of Sections 3 and 4 of the Participation Agreement. On account of the Termination Agreement, those rights would otherwise be extinguished on December 31, 2010 in respect to TechXplore. In order to provide for the continuation of such rights, the Parties have agreed to cause such rights to be transferred from TechXplore to Participation I. Accordingly, TechXplore hereby assigns, sells, transfers and delivers unto Participation I, the rights to receive the financial benefits to be received by it under each 3D AMI and Prospect AMI designated under the terms of the Participation Agreement prior to its expiration.

3. **Stipulation of Designated Prospect AMI's for Purposes of this Assignment.** Attached hereto as Exhibits A-1 through A-11 are plats depicting and representing eleven of the Prospect AMI's which were designated during the term of the Participation Agreement, the right to participate and explore in accordance with the terms of the Participation Agreement, have been assigned and conveyed to Participation I by means of the above assignment. To the extent that there are leases taken (or to be taken) within such AMI's that have not been assigned, or JOA's for such Prospects which have not yet been entered into, the Parties acknowledge and agree that they will cause the same to be assigned and completed, as the case may be, for the benefit of Participation I.

4. **Substitution of Participation I for TechXplore for Certain Future Performance.** In furtherance of the assignment and conveyance set out in Section 2 above, the Parties acknowledge and agree that Participation I shall be, and it is hereby, substituted in the place and stead of TechXplore for purposes of "Prospect Participation and Operations" as the provisions for such activities are set forth in Section 6 of the Participation Agreement.

5. **Other Transfers and Conveyances.** For the same considerations as are described above, the following additional transfers and conveyances are being made in order to properly vest in

Participation I the rights and interests intended for its benefit in the original Contribution Agreement. To the extent that the consent of any other Party is necessary or appropriate for such conveyance, the same is hereby given:

(a) To the extent that there remains any right for TechXplore to earn a 6.25% working interest after Project Payout in the Tuscaloosa Marine Shale, as such is described in Section 7(a) of the Participation Agreement, the same is hereby assigned, sold, transferred and delivered by TechXplore to Participation I.

(b) To the extent that there remain any rights for TechXplore to receive after Payout an overriding royalty in and to any Prospect AMI described on Exhibits A-1 through A-11, as the same is described in Section 8 of the Participation Agreement, the same are hereby assigned, sold, transferred and delivered by TechXplore to Participation I.

(c) All rights, title and interest which TechXplore has under the Participation Agreement to acquire a license to the JASPO project and to the future sale or licensing of the JASPO 3D Data, as such rights are described in Section 1 (a) (i) of the Participation Agreement, are hereby assigned, sold, transferred and delivered from TechXplore to Participation I.

6. **Succession:** The terms, provisions, covenants and conditions contained in this Agreement shall apply to and inure to the benefit of and be binding upon each of the Parties hereto, as well as to their respective successors in interest and legal representatives, heirs, executors, administrators, successors and assigns.

7. **Amendment; Waiver:** This Agreement cannot be amended or modified except by means of a further writing extended by all of the Parties. No waiver of any of the provisions of the Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver

IN WITNESS WHEREOF, this Restated Participation Agreement has been executed and delivered by the duly empowered officers or representatives of Parties, on the date first above written.

TECHXPLORE, LP
By: TechXplore Operating, LLC,
Its General Partner

By: 
Wayne Adams, Manager

TECHXPLORE PARTICIPATION I, LTD.
By: TechXplore Operating, LLC,
Its General Partner

By: 
Wayne Adams, Manager


CENTURY EXPLORATION HOUSTON, INC.

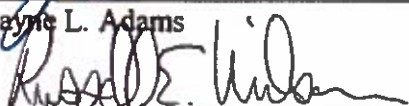
By: 
Howard A. Settle, President

RAAM GLOBAL ENERGY COMPANY

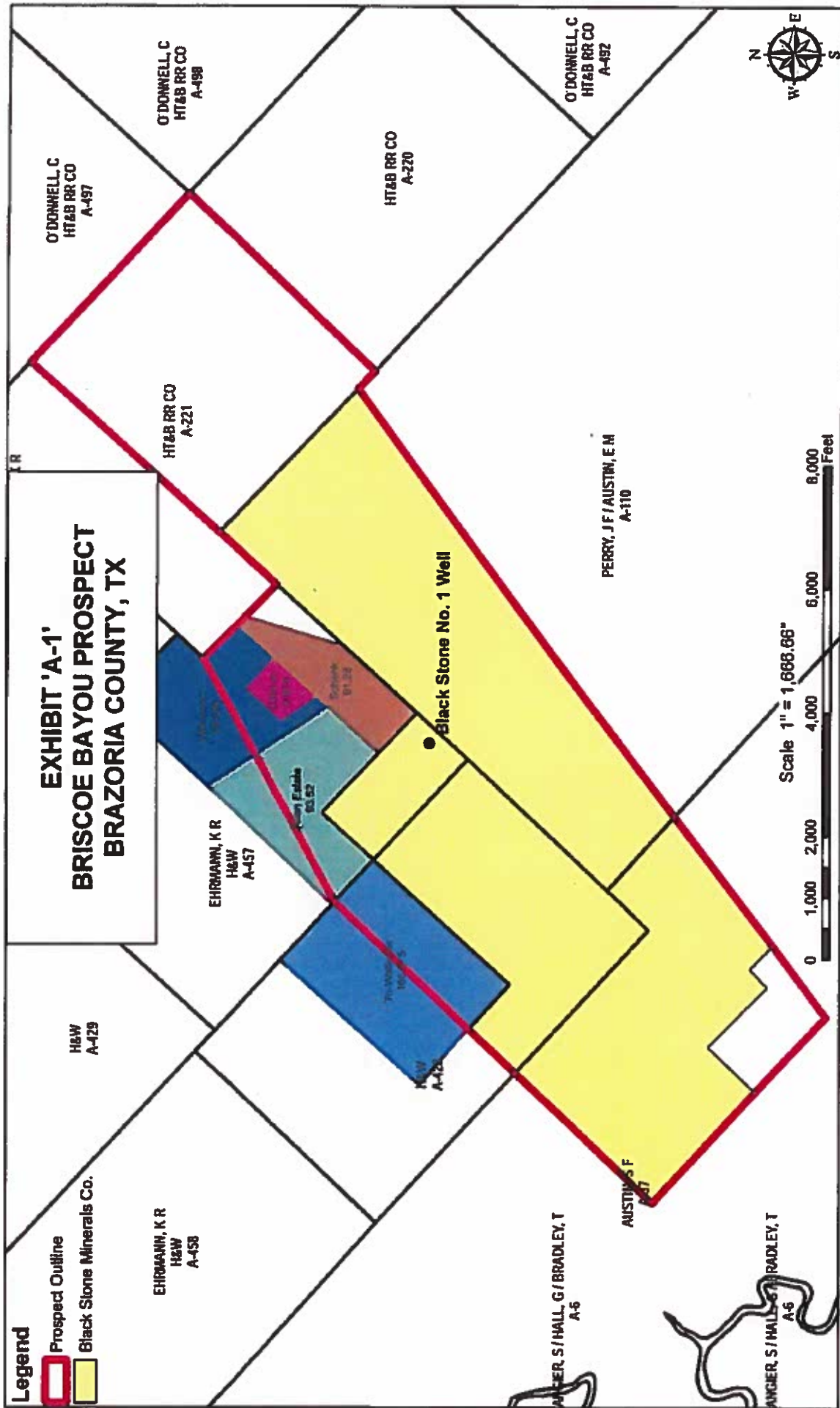
By: 
Howard A. Settle, President

The terms and conditions of the within Agreement are consented to and ratified by the undersigned:


Wayne L. Adams


Russell E. Wilson


John A. Gambill



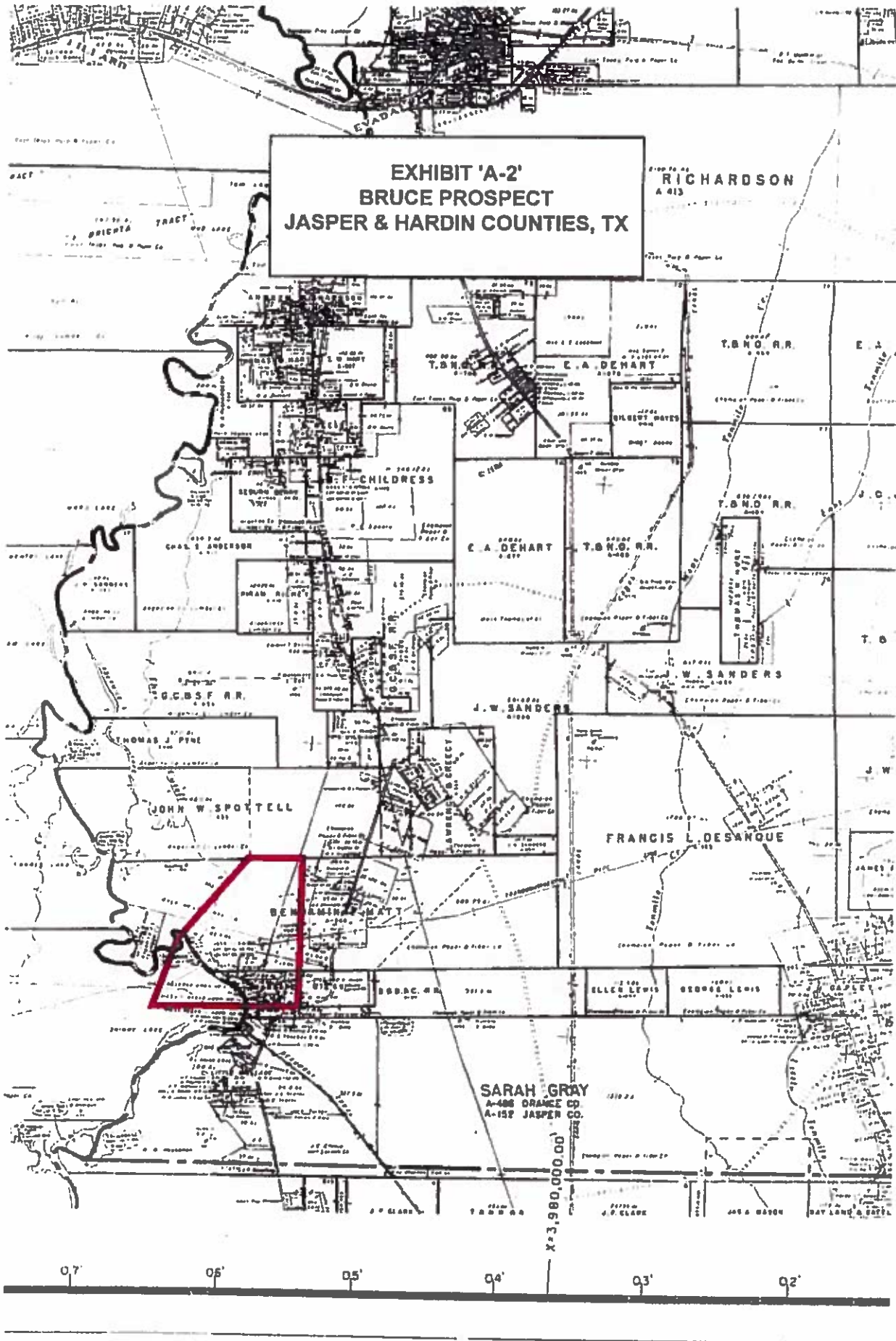
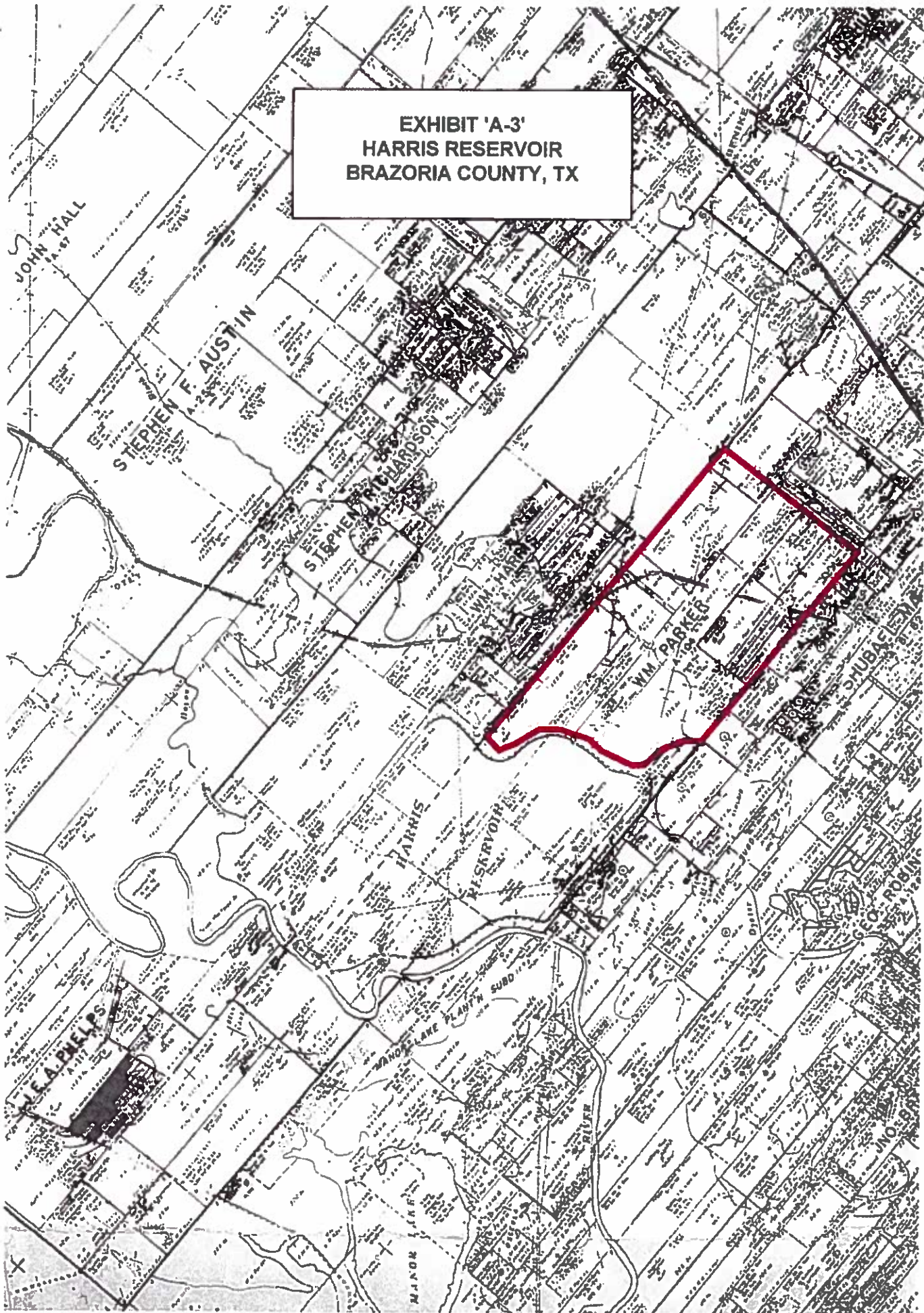
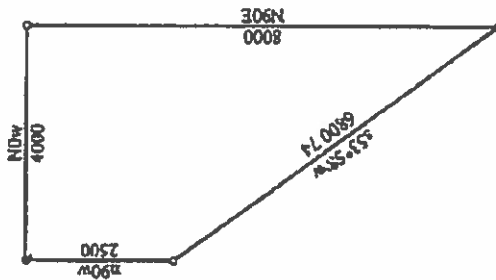


EXHIBIT 'A-3'
HARRIS RESERVOIR
BRAZORIA COUNTY, TX



Title:	
Date: 01-20-2011	File: bp hardin a 39 cnenry.des
Scale: 1 inch = 3000 feet Tract 1: 482.114 Acres: 21000894 Sq Feet Closure = n35.3845w 0.71 Feet: Precision = 1/30110: Perimeter = 21301 Feet 001=N90E 8000 003=N90W 2500 004=S53.58W 6800.74 002=N0W 4000	



482.114 acres of land, more or less, out of the D. C. Montgomery Survey, A-39, Hardin County, Texas and described as follows, to wit:

Commence at a point on the South Line of the D. C. Montgomery Survey, A-39, Hardin County, Texas, said point is 4,000.00 feet west of the Southeast Corner of the D. C. Montgomery Survey, A-39, Hardin County, Texas, which is the point of beginning; Thence North, parallel to the West line of the D. C. Montgomery Survey, A-39, a distance of 4,000 feet to a point in the D. C. Montgomery Survey, A-39; thence West parallel to the South line of the D. C. Montgomery Survey, A-39, a distance of 2,500 feet to a point in the D. C. Montgomery Survey, A-39; thence South 53.58 degrees West a distance of 6800.74 feet to a point on the South line of the D. C. Montgomery Survey, A-39; thence East along the South line of the D. C. Montgomery Survey, A-39, 8000 feet to the point of beginning.

Title:		Scale: 1 inch = 2000 feet	File:
Tract 1: 482.114 Acres: 21000894 Sq Feet Closure = 135,384.5w 0.71 Feet Precision -1/30110: Perimeter = 21301 Feet			
Date: 01-20-2011		001=N90E 8000 002=N0W 4000 003=N90W 2500 004=S53.58W 6800.74	

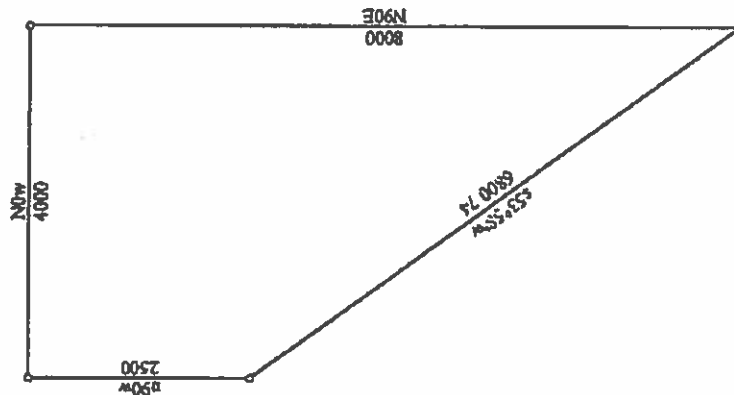


EXHIBIT 'A-5'
MANOR LAKE PROSPECT
BRAZORIA COUNTY, TX

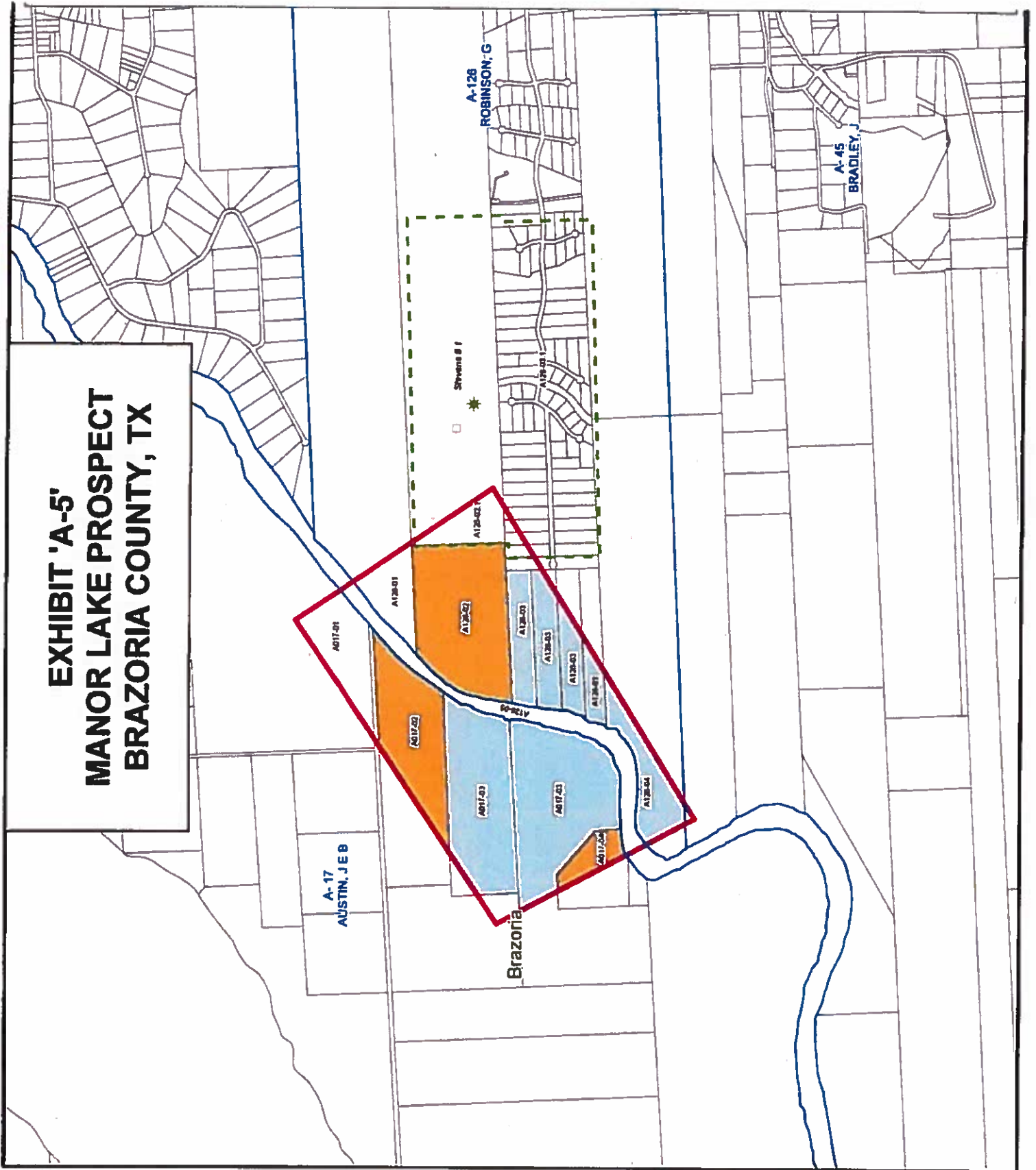
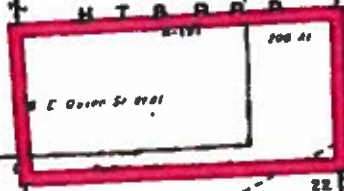
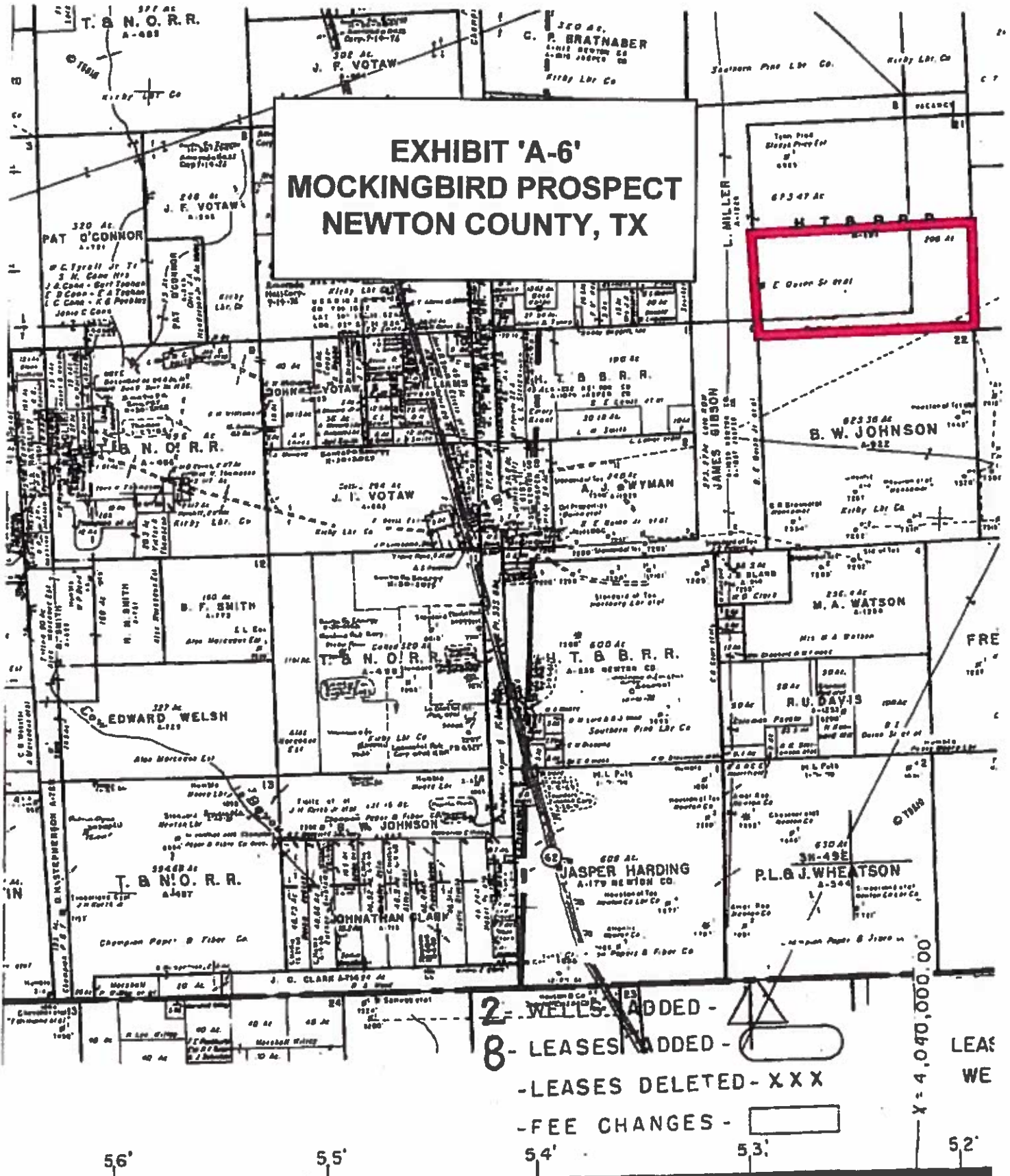
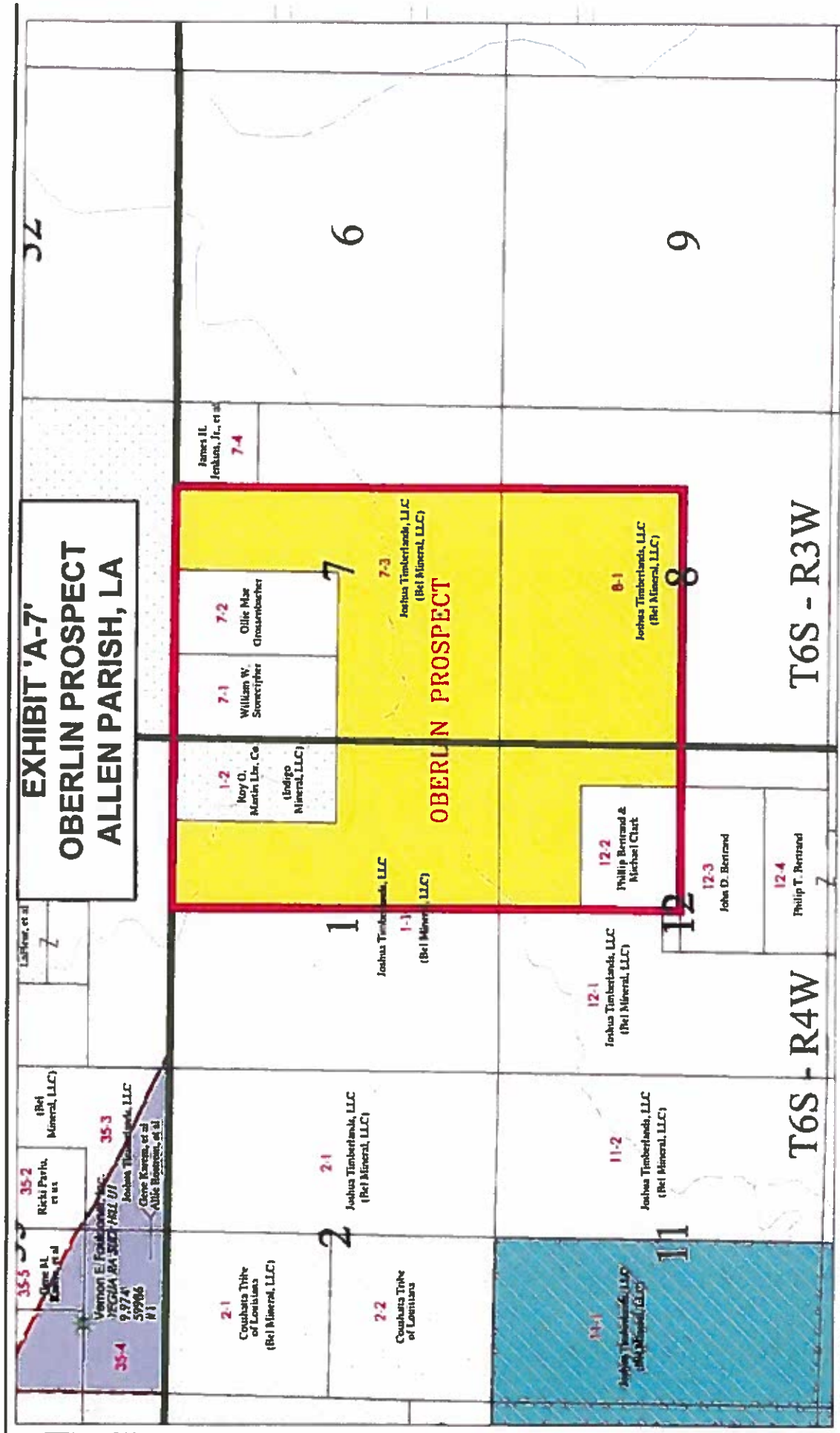
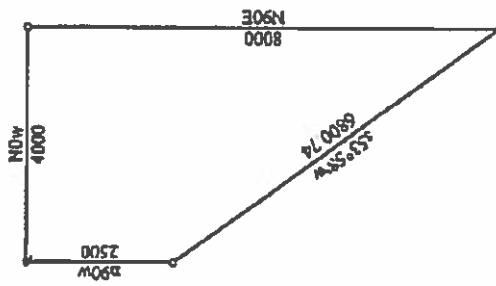


EXHIBIT 'A-6' MOCKINGBIRD PROSPECT NEWTON COUNTY, TX





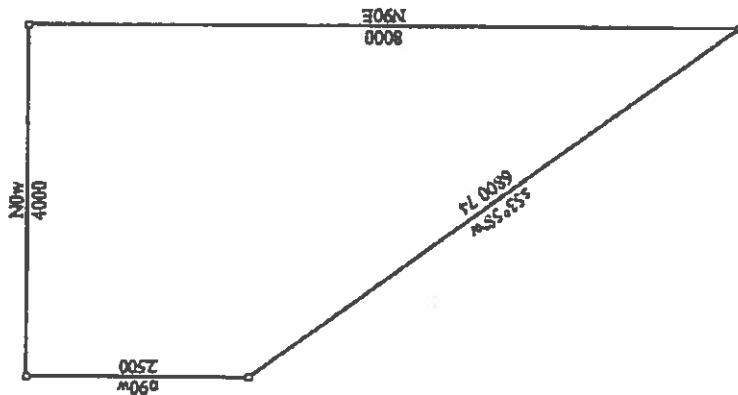
Title:	
Date: 01-20-2011	File: bp hardin a 39 century.des
Scale: 1 inch = 3000 feet Tract 1: 482.114 Acres: 21000894 Sq Feet Closure = N35.3845W 0.71 Feet Precision = 1/30110: Perimeter = 21301 Feet 001=N90E 8000 003=N90W 2500 004=S53.58W 6800.74 002=N0W 4000	



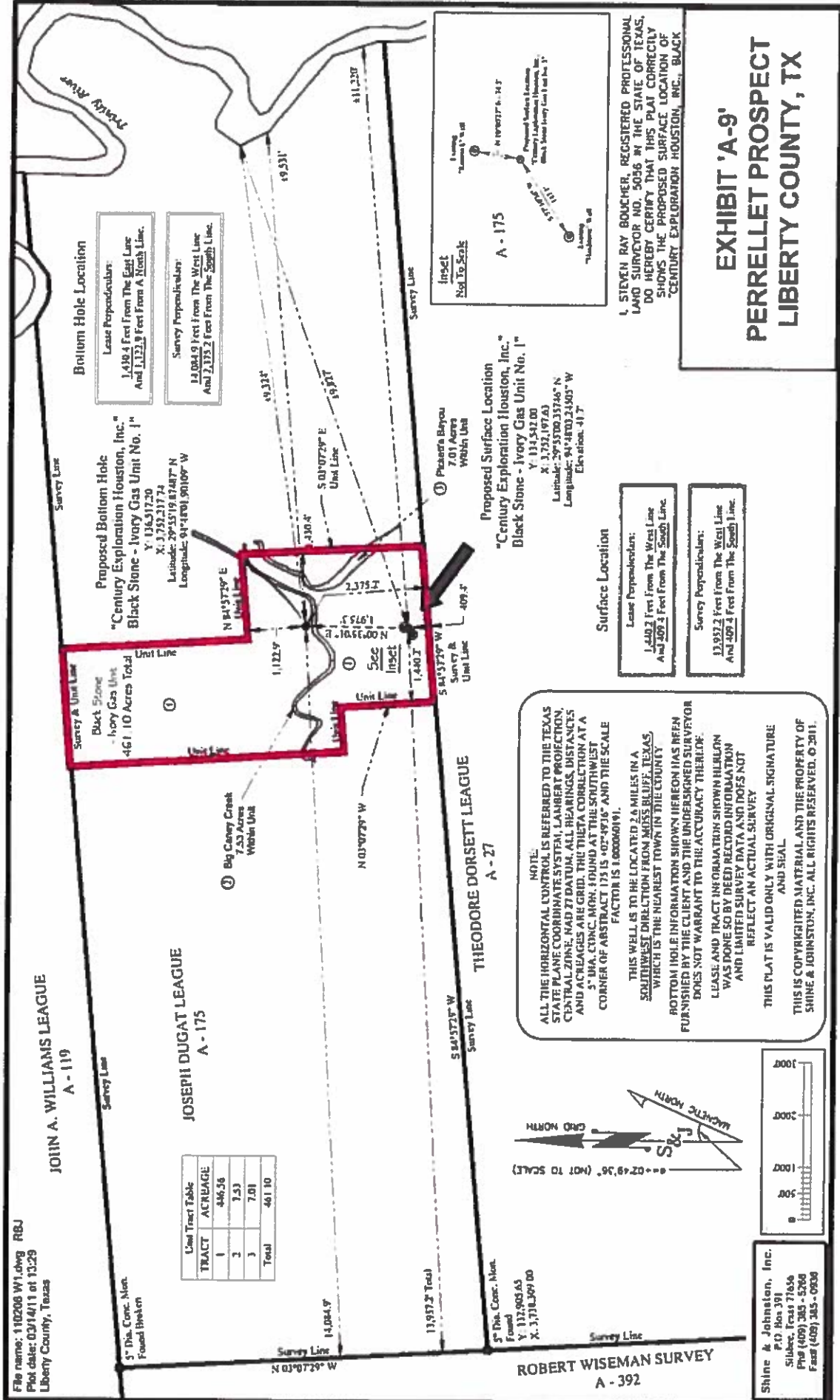
482.114 acres of land, more or less, out of the D. C. Montgomery Survey, A-39, Hardin County, Texas and described as follows, to wit:

Commence at a point on the South Line of the D. C. Montgomery Survey, A-39, Hardin County, Texas, said point is 4,000.00 feet west of the Southeast Corner of the D. C. Montgomery Survey, A-39, Hardin County, Texas, which is the point of beginning; Thence North, parallel to the West Line of the D. C. Montgomery Survey, A-39, a distance of 4,000 feet to a point in the D. C. Montgomery Survey, A-39; thence West parallel to the South line of the D. C. Montgomery Survey, A-39, a distance of 2,500 feet to a point in the D. C. Montgomery Survey, A-39; thence South 53.58 degrees West a distance of 6800.74 feet to a point on the South line of the D. C. Montgomery Survey, A-39; thence East along the South line of the D. C. Montgomery Survey, A-39, 8000 feet to the point of beginning.

Title:		Scale: 1 inch = 2000 feet	File:
Date: 01-20-2011		Tract 1: 482.194 Acres - 21000894 Sq Feet Closure = n35.3845w 0.71 Feet Precision = 1/30110: Perimeter = 21301 Feet 001=N90E 8000 003=N90W 2500 004=S53.58W 6800.74	



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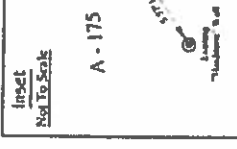
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 Plot date: 03/14/11 at 13:29
 Liberty County, Texas

TRACT	ACREAGE
1	446.26
2	3.53
3	7.01
Total	461.10

Bottom Hole Location
 Lease Perpendicular:
 1,419.4 Feet From The East Line
 And 1,122.9 Feet From A Rough Line.
 Survey Perpendicular:
 13,084.9 Feet From The West Line
 And 7,133.2 Feet From The South Line.

Proposed Bottom Hole
 "Century Exploration Houston, Inc."
 Black Stone - Ivory Gas Unit No. 1"
 Y: 13653720
 X: 37523174
 Latitude: 29°55'19.87487" N
 Longitude: 94°48'01.90109" W

Black Stone
 - Ivory Gas Unit
 461.10 Acres Total



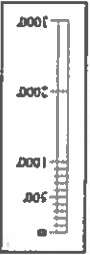
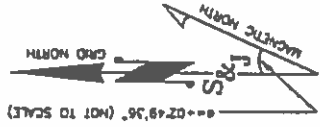
I, STEVEN RAY BOUKNER, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5056 BY THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT CORRECTLY SHOWS THE PROPOSED SURFACE LOCATION OF "CENTURY EXPLORATION HOUSTON, INC., BLACK

EXHIBIT 'A-9'
PERRELLET PROSPECT
LIBERTY COUNTY, TX

Proposed Surface Location
 "Century Exploration Houston, Inc."
 Black Stone - Ivory Gas Unit No. 1"
 Y: 13451200
 X: 37523174
 Latitude: 29°55'19.87487" N
 Longitude: 94°48'01.90109" W
 Elevation: 41.7'

Surface Location
 Lease Perpendicular:
 1,402.2 Feet From The West Line
 And 409.4 Feet From The South Line.
 Survey Perpendicular:
 13,957.2 Feet From The West Line
 And 409.4 Feet From The South Line.

NOTE:
 ALL THE HORIZONTAL CONTROL IS REFERRED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, LAMBERT PROJECTION, CENTRAL ZONE, NAD 27 DATUM. ALL BEARINGS, DISTANCES AND ACRES ARE BASED ON THE TIE TO THE CORNER OF A 5" DIA. CONC. MON. FOUND AT THE SOUTHWEST CORNER OF ABSTRACT 175 IS 907°58'16" AND THE SCALE FACTOR IS 1.00009191.
 THIS WELL IS TO BE LOCATED 2.6 MILES IN A SOUTHWEST DIRECTION FROM MISS BLUFF, TEXAS WHICH IS THE NEAREST TOWN IN THE COUNTY.
 BOTTOM HOLE INFORMATION SHOWN HEREON HAS BEEN FURNISHED BY THE CLIENT AND THE UNDERSIGNED SURVEYOR DOES NOT WARRANT TO THE ACCURACY THEREOF.
 LEASE AND TRACT INFORMATION SHOWN HEREON WAS DONE SO BY DEED RECORDED INFORMATION AND LIMITED SURVEY DATA AND DOES NOT REFLECT AN ACTUAL SURVEY.
 THIS PLAT IS VALID ONLY WITH ORIGINAL SIGNATURE AND SEAL.
 THIS IS COPYRIGHTED MATERIAL AND THE PROPERTY OF SHINE & JOHNSTON, INC. ALL RIGHTS RESERVED. © 2011.



5" Dia. Conc. Mon. Found
 Y: 112,903.65
 X: 3,711,369.00

ROBERT WISEMAN SURVEY
 A - 392

Shine & Johnston, Inc.
 P.O. Box 391
 Stillbuck, Texas 71656
 Ph: (409) 385-5260
 Fax: (409) 385-0930

