

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

IN RE: § Chapter 11
RAAM GLOBAL ENERGY COMPANY § Case No. 15-35615
Debtor § Jointly Administered

**AMENDED LIMITED OBJECTION OF SEITEL DATA, LTD. TO DEBTORS’
SUPPLEMENTAL NOTICE OF POSSIBLE ASSUMPTION AND ASSIGNMENT OF
EXECUTORY CONTRACTS AND UNEXPIRED LEASES**
[Relates to Docket No. 391]

Seitel Data, Ltd. (“**Seitel**”), by and through its undersigned counsel, files this its Amended Limited Objection to Debtors’ Supplemental Notice of Possible Assumption and Assignment of Executory Contracts and Unexpired Leases (Docket #391)(the “**Amended Seitel Objection**”), and respectfully shows as follows:

I.
Background

1. On October 26, 2015, each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. On October 27, 2015, the Court entered an order (Docket #22) directing joint administration of the Debtors’ chapter 11 cases for procedural purposes only pursuant to Bankruptcy Rule 1015(b).

2. On November 6, 2015, the Debtors filed a motion (Docket #90) (the “**Sale Motion**”) to, among other things, (a) establish auction and bid procedures with respect to the sale of substantially all of their assets (the “**Sale**”), (b) schedule an auction and sale hearing with respect to the Sale, and (c) approve the sale of the assets and the assumption and assignment of certain contracts and leases relating thereto free and clear of all liens, claims, encumbrances and other interests.

3. On November 9, 2015, the Office of the United States Trustee appointed a statutory committee of unsecured creditors pursuant to section 1102(a)(1) of the Bankruptcy Code (Docket #95).

4. On December 2, 2015, the Court entered an order (Docket #180) (the “**Bid Procedures Order**”) approving the Bid Procedures and setting a date for the sale hearing.

5. On January 19, 2016, the Court entered an order (Docket #377) (the “**Sale Order**”) approving the sale of the Debtors’ assets free and clear of liens and claims, and authorizing the Debtors to assume and assign certain executory contracts.

6. Pursuant to paragraph 12 of the Bid Procedures Order and paragraph 33 of the Sale Order, the Debtors are authorized to send a new or amended Assumption Notice “*at any time at least five (5) calendar days prior to the Closing.*” Both Orders also stated in those paragraphs:

counterparties to any such added 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.

Neither the Bid Procedures Order nor the Sale Order contained any restriction of the application of the time periods proscribed by Bankruptcy Rule 9006.

7. On January 22, 2016, Debtors filed their second Supplemental Notice of Possible Assumption and Assignment of Executory Contracts and Unexpired Leases (Docket #391) (“**Second Assumption Notice**”), which included – for the first time - Seitel as a counterparty to several executory contracts. The Second Assumption Notice

was mailed via “US Mail (1st Class)” by the Debtors’ agent to Seitel on January 22, 2016 (see Docket #396, Certificate of Service and attachment).

8. Seitel received the Second Assumption Notice on January 25, 2016. At the time, Seitel was not represented by counsel in this case, so it did not receive notice via ECF or any other more expedient method.

9. On February 1, 2016, Seitel filed its Limited Objection to Debtors’ Supplemental Notice of Possible Assumption and Assignment of Executory Contracts and Unexpired Leases (Docket #409) (the “**Seitel Objection**”).

10. The Seitel Objection was timely filed within the deadlines set forth in the Bid Procedures Order, the Sale Order and in accordance with the Bankruptcy Rule 9006. However, in the Seitel Objection, Seitel mistakenly acknowledged that the objection was late-filed because the Second Assumption Notice arbitrarily identified January 27, 2016 as the applicable deadline for all new contract counterparties to file any objection thereto. This Amended Seitel Objection is filed, in part, to correct the mistakenly identified late-filing and to identify the Debtor’s improper deadline as set forth in the Second Assumption Notice.

II. **Seitel’s Interest**

11. Seitel is a contract counterparty in the captioned matter. Seitel has granted to one or more of the affiliated Debtors fifteen non-exclusive, non-transferable licenses for 2D & 3D onshore/offshore geophysical and/or seismic data covering Texas and Louisiana, and the underlying master seismic data participation and licensing agreement (hereinafter collectively referred to as the “**Agreements**”). See true and

correct copies of the governing master seismic data participation and licensing agreement dated June 29, 2006 and attached hereto as *Exhibit A*

12. The Agreements specifically licensed to Debtors provide highly sensitive, highly confidential, copyrightable seismic data, which is covered under United States copyright law, the transfer of which is restricted absent Seitel's written consent.

13. According to the Second Assumption Notice, Debtors propose to possibly assume and assign the Agreements, and list cure amounts, as set forth on pages 11 through 13 of the Second Assumption Notice, as follows:

- a. 2D & 3D Onshore/Offshore Master Seismic Data Participation and Licensing Agreement (6/29/2006)- cure \$0.00;
- b. 2D & 3D Onshore/Offshore Master Seismic Data Participation and Licensing Agreement (12/31/2002)- cure \$0.00;
- c. Supplemental Agreement to a 2D & 3D Onshore/Offshore Master Seismic Data Participation and Licensing Agreement (11/19/2003)- cure \$0.00;
- d. Library Card Purchase Agreement, South Louisiana, Contract #02-12-019 JEL (12/13/2002)- cure \$0.00l;
- e. 2D & 3D Onshore/Offshore Master Seismic Data Participation and Licensing Agreement (12/20/2002)- cure \$0.00;
- f. Supplemental Agreement to a 2D & 3D Onshore/Offshore Master Seismic Data Participation and Licensing Agreement (Contract dated 8/11/2003 and executed 5/4/2004)- cure \$0.00;
- g. 2D & 3D Onshore/Offshore Master Seismic Data Participation and Licensing Agreement (1/29/2003)- cure \$0.00;
- h. Supplemental Agreement to a 2D & 3D Onshore/Offshore Master Seismic Data Participation and Licensing Agreement (8/11/2003)- cure \$0.00;
- i. Purchase of Non-Exclusive 3-D License Texas Louisiana (11/19/2003)- cure \$0.00;

- j. Mineral Trespass Indemnification (2/23/2005)- cure \$0.00;
- k. Library Card Purchase Agreement, South Louisiana, Contract #09-08-016 JEL (08/31/2009)- cure \$0.00;
- l. Supplemental Agreement re: Indian Bayou (Duson) (6/29/1998)- cure \$0.00;
- m. Supplemental Agreement re: West Cameron II 3D Program (7/23/2007)- cure \$0.00;
- n. Supplemental Agreement re: West Cameron Phase II 3D Svy (1/15/2008)- cure \$0.00; and
- o. Supplemental Agreement re: Ward McIlhenny 2D Program (11/6/2008)- cure \$0.00.

III.

The Seitel Objection Was Timely-Filed

17. Under the Bid Procedures Order, the Sale Order and Bankruptcy Rule 9006, the original Seitel Objection was timely-filed. The Bid Procedures Order and the Sale Order each stated that contract counterparties are afforded “at least five (5) calendar days’ notice from the date of mailing or ECF notification, as applicable, of the amended Assumption Notice to properly object.” (underscore added). The proscribed notice period by its own language is not one of limitation and does not limit the application of Bankruptcy Rule 9006. Bankruptcy Rule 9006(f) provides that three days are added to a prescribed period when there is a “*right or requirement to act or undertake some proceedings*” and service is accomplished by mail. Since the only notice that Seitel received of the Second Assumption Notice was via U.S. Mail (See Docket #396), Seitel had an additional three days from any applicable time period to file an objection. As a result, Seitel had at least five days from service of the Second Assumption Notice and, because service was effected by mail, an additional three days

according to Bankruptcy Rule 9006 to file its objection. In other words, Seitel had no less than eight days from the January 22nd mailing to file the objection, or January 30, 2016. However, January 30th fell on a Saturday. Bankruptcy Rule 9006(a)(1)(C) also states that if the last day of a period specified in these rules falls on a “*Saturday, Sunday, or legal holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday or legal holiday.*” The next regular business day was Monday, February 1, 2016. Thus, Seitel had at least until February 1, 2016 to file an objection or otherwise response to the Second Assumption Notice. The original Seitel Objection was filed on February 1, 2016 and therefore timely-filed.¹ The January 27, 2016 deadline identified by Debtors in the Second Assumption Notice was arbitrary and not strictly in accordance with the applicable orders and Bankruptcy Rule 9006. It also unfairly purported to give parties receiving notice via ECF more time to respond than parties who were required to wait to receive notice by mail, which in Seitel's case would have only been two days.

IV. Limited Objection

14. The Debtors accurately list no outstanding balance owed on the Agreements to Seitel. However, Seitel objects to the sale and or assumption of its

¹ To the extent that this Court rules that the Seitel Objection was not timely-filed, Seitel reserves the right to seek leave to file a late-filed objection under the excusable neglect standard set forth in Bankruptcy Rule 9006(b)(1). See generally *Pioneer Servs. Co. v. Brunswick Assocs. Ltd. Partnership*, 113 S.Ct. 1489 (1993); *Greyhound Lines, Inc. v. Rogers (In re Eagle Bus Mfg., Inc.)*, 62 F.3d 730 (5th Cir. 1995). There is no prejudice to Debtors or the Buyer in this case because, among other things, (i) the applicable deadlines regarding contracts in this case were extremely short and did not give contract counterparties fair notice with any ability to object and (ii) Debtors continued to file amended and supplemental notices to assume contracts after the Second Assumption Notice (See Docket #401, Supplemental Notice of Possible Assumption and Assignment of Executory Contracts and Unexpired Leases, dated January 28, 2016).

seismic data licenses through the referenced Agreements unless further arrangements are made between Seitel, Buyer, and Debtors for the following reasons:

15. First, Seitel's Agreements are, or pertain to, licenses of intellectual property that are not assignable absent Seitel's written consent, pursuant to both the underlying license agreements and applicable law.

16. In addition, via the Second Assumption Notice, the Debtors request a judicial determination that any anti-assignment provision in contracts to be assumed and assigned is unenforceable and void. The request is framed by the Debtors as follows:

Further, your Added 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. (See Second Assumption Notice, p 2.)

17. Seitel objects to this sweeping determination being made regarding its agreements with the Debtors as it violates 11 U.S.C. §365(c)(1). As noted above, these Agreements and the underlying seismic data are specifically licensed to Debtors. Based on these Agreements, Seitel provides the Debtors highly sensitive, highly confidential, copyrightable seismic data.

18. Accordingly, the Agreements cannot be assumed and assigned under 11 U.S.C. §365(c)(1) without Seitel's written consent. It is well-settled that federal law makes non-exclusive copyrights non-assignable absent consent of the licensor. 11 U.S.C. §365(c); *Everex Systems, Inc. v. Cadtrak Corp.* (In re CFLC, Inc.), 89 F.3d 673, 679 (9th Cir. 1996); *Stenograph Corp. v. Fulkerson*, 972 F.2d 726, 729 n.2 (7th Cir. 1992); *In re West Electronics, Inc.*, 852 F.2d 79, 83 (3rd Cir. 1988); *Unarco Indus., Inc.*

v. Kelley, Co., 465 F.2d 1303, 1306 (7th Cir. 1972), *cert den.*, 410 U.S. 929 (1973); see also *In re Trump Entm't Resorts, Inc.*, 526 B.R. 116, 126 (Bankr. D. Del. 2015) ("Non-exclusive patent and copyright licenses create only personal and not property rights in the licensed intellectual property and so are not assignable."); *In re Golden Books Family Entertainment, Inc. et al.*, 269 B.R. 300, 308-09 (Bankr. Del. 2001); *In re Patient Education Media, Inc.*, 210 B.R. 237, 240 (Bankr. S.D.N.Y. 1997); *In re Alltech Plastics, Inc.* 71 B.R. 686, 889 (Bankr. W.D.Tenn. 1987). Seitel does not consent to any assumption and assignment at this time.

19. Second, the Sale Motion did not provide Seitel with adequate assurance regarding the purchaser's ability to perform the terms of Seitel's contracts. Before assuming and assigning any executory contract, the Debtors must provide adequate assurance of future performance. 11 U.S.C. § 365(b)(1). At this time, Seitel does not have such assurance. However, Seitel is willing to discuss possible consent with the Debtors or enter into new contracts with Buyer if they can satisfy Seitel's requirements and provide adequate assurances of future performance.

20. Finally, the Sale Motion and Sale Order purport to grant Debtors the right to sell under the APA certain seismic data owned by Debtors. Seitel asserts that Seitel owned all of the seismic data licensed to the Debtors pursuant to the Agreements. Sections 2.1(l), 2.2(l) and 2.12 of the APA operate to exclude from transfer those assets that are prohibited from transfer by law or that are otherwise contractually restricted from transfer. Seitel's seismic data falls within the excluded assets under the APA for the reasons stated herein and Seitel seeks an order stating as such unless and until Seitel consents to any assumption and assignment of its Agreements.

V.
CONCLUSION

21. For the foregoing reasons, Seitel respectfully requests that the Court deny any authority sought by the Debtors to sell, assume and assign or otherwise transfer any Seitel Agreement, and Seitel reserves all of its rights as set forth herein.

WHEREFORE, Seitel prays that this Court (i) deny the Debtors' request to sell all Seitel's confidential proprietary seismic data; (ii) deny the Debtors' right to assume and/or assign the Agreements pursuant to 11 U.S.C. §365 absent Seitel's written consent, and (iii) grant Seitel such other and further relief to which it may be entitled.

Respectfully submitted,

/s/ Duane J. Brescia

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ATTORNEYS FOR SEITEL DATA, LTD.

CERTIFICATE OF SERVICE

I certify that on this 19th day of February, 2016, a true and correct copy of the above and foregoing Notice was served upon all parties via the Court's electronic case filing system (ECF), and via First Class Mail to the parties on the attached limited service list.

/s/ Duane Brescia

Duane Brescia

In Re: RAAM Global Energy Co., et al.
Case No. 15-35615

LIMITED SERVICE LIST

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COMMITTEE GROUP

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HOUSTON, TX 77056

QUALITY ENERGY SERVICES, INC
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HOUMA, LA 70360

MONTCO OIL FIELD CONTRACTORS
ATTN: CARROLL PRICE, PRESIDENT
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In Re: RAAM Global Energy Co., et al.
Case No. 15-35615

LIMITED SERVICE LIST

20 LARGEST UNSECURED CREDITORS

| | | |
|--|--|---|
| ISLAND OPERATING COMPANY, INC LOCK BOX PO BOX 27783 HOUSTON, TX77227-7783 | Montgomery County C/O John P. Dillman Linebarger Goggan Blair & Sampson PO Box 3064 Houston, TX 77253-3064 | CARDINAL COIL TUBING, LLC PO BOX 12140 NEW IBERIA, LA 70562 |
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| EXTERRAN PARTNERS PO BOX 201160 DALLAS, TX 75320-1160 | TETRATECHNOLOGIES, INC PO BOX 841185 DALLAS, TX75284-1185 | |
| MERIT OIL FIELD SERVICES PO BOX 244 HUMBLE, TX 77347 | OFFSHORE MARINE CONTRACTORS, INC PO BOX 591 BELLE CHASSE, LA 70037 | |
| ANTHEM BLUE CROSS & BLUE SHIELD PO BOX 105124 ATLANTA, GA 30348-5124 | CACTUS WELLHEAD, LLC DEPT 161 PO BOX 4346 HOUSTON, TX 77210-4346 | |
| REC MARINE LOGISTICS, LLC PO BOX 774 GALLIANO, LA 70354 | XCHEM, LLC PO BOX 971433 DALLAS, TX 75397-1433 | |
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In Re: RAAM Global Energy Co., et al.
Case No. 15-35615

LIMITED SERVICE LIST

PARTIES REQUESTING NOTICE

| | | |
|---|---|--|
| <p>Kevin M. Maraist Anderson Lehrman, Barre & Maraist Gaslight Square 1001 Third St., Ste. 1 Corpus Christi, TX 78404</p> | <p>Bank of New York Mellon Trust Co., NA Glenn E. Siegel Morgan, Lewis & Bockius LLP 101 Park Avenue New York, NY10178-0060</p> | <p>Superior Natural Gas Corporation C/O D. Brent Wells Wells & Cuellar, P.C. 440 Louisiana, Suite 718 Houston, TX 77002</p> |
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| <p>Jasper CAD C/O Lee Gordon McCreary, Veselka, Bragg & Allen, PC P.O. Box 1269 Round Rock TX, 78680</p> | <p>Champion Exploration, LLC C/O Matthew Okin and David Curry, Jr. Okin & Adams LLP 1113 Vine St., Suite 201 Houston, TX 77002</p> | <p>Power Land, LLC C/O Stewart F. Peck Lugenbuhl, Wheaton, Peck, et al. 601 Poydras St., Suite 2775 New Orleans, LA 70130</p> |
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In Re: RAAM Global Energy Co., et al.
Case No. 15-35615

LIMITED SERVICE LIST

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EXHIBIT A

2D & 3D Onshore/Offshore Master Seismic Data Participation and Licensing Agreement

SDL ORIGINAL

2D & 3D ONSHORE/OFFSHORE MASTER SEISMIC DATA PARTICIPATION AND LICENSING AGREEMENT

This Agreement ("Agreement") is effective as of **June 29, 2006**, by and between the following respective owner(s) or co-owner(s) of each data set licensed hereunder, as applicable, Seitel Data, Ltd., a Texas limited partnership, Seitel Data Corp., a Delaware corporation, Seitel Offshore Corp., a Delaware Corporation, or Olympic Seismic Ltd., an Alberta, Canada corporation acting as agent for SEIC Trust, hereinafter collectively or individually referred to as "**Licensor**", and **RAAM Global Energy Company 1537 Bull Lea Road, Suite 200, Lexington, Kentucky 40511 and its wholly owned subsidiaries**, a Delaware corporation, hereinafter referred to as "**Licensee**."

Licensor agrees to acquire or has acquired and grants to **Licensee** a non-exclusive, non-transferable license to use certain geophysical data delineated in various Supplemental Agreements to this Agreement which may be executed from time to time. Such Supplemental Agreements shall detail the specific commercial transactions and shall require the Licensee to execute a further supplemental document which shall memorialize the specific data being licensed, this letter document shall be executed in the form attached hereto as Schedule "1" and shall detail the specific data by either Line Number, Program Name, Mileage or Square Mileage, Kilometer, Block, or 3D Program Name, as well as all related support documentation (e.g., surveying data, surveyor's notes, driller's notes and observer's notes delivered to Licensee with the geophysical data), and all tape, electronic and paper/physical copies of all or any part of the geophysical data or related support documentation, regardless of source. Such geophysical data, related support documentation and copies are referred to collectively hereinafter as the "Data." Data shall not include **Licensee's** maps or interpretations which may be based upon the Data but which do not display the Data, **Licensee** understands and agrees that each data set (2D line or 3D survey) may have secondary and tertiary products created from the same original field data. These secondary and tertiary products (value added products) may include but are not limited to such products as Pre-Stack Time Migration, Pre-Stack Depth Migration, AVO Volumes and Attribute Volumes and shall be licensed separately from, and subsequent to the Basic Data. Should **Licensee** take license to one or more of these Value Added Products, each one will be specifically itemized in a Supplemental Agreement. Should no Value Added Products be specified, the **Licensee** is licensing the Basic Data which shall mean Stack Data, Post-Stack Migration, or Post-Stack Migration after DMO, whichever is available and all intermediate products output during creation of these products. **LICENSOR HEREBY REPRESENTS AND WARRANTS THAT IT HAS THE RIGHT AND AUTHORITY TO PROVIDE LICENSEE WITH THE DATA, AND THAT IT WILL IN NO WAY BREACH ANY OBLIGATION IT HAS TO ANY OTHER PERSON OR ENTITY BY PROVIDING THE DATA TO LICENSEE. LICENSOR AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS LICENSEE FROM AND AGAINST ALL CLAIMS, DAMAGES, LIABILITIES, AND JUDGMENTS BASED UPON OR ARISING OUT OF ANY BREACH BY LICENSOR OF THE FOREGOING REPRESENTATION AND WARRANTY.** This non-exclusive, non-transferable license to use the Data is made subject to the terms and conditions provided below.

I.

Licensee acknowledges that the Data includes trade secrets, copyright protected confidential and proprietary information of **Licensor**, and that **Licensor's** (and, as applicable, **Licensor's** co-owners') title to and ownership rights in the Data shall at all times remain vested in **Licensor** (and, as applicable, **Licensor's** co-owners). The Data may not be directly or indirectly, by operation of law or otherwise, transferred to, disclosed to, shown to, sold to, traded to, disposed of, or otherwise made available to, any other person or entity other than **Licensee** except as specifically provided below in Section III. **Licensee** agrees to take any and all actions necessary to insure that its employees, representatives or agents do not violate the terms and conditions of this Agreement including, but not limited to, the limitations on access to the Data provided below. In the event this Agreement is violated, **Licensor** will be entitled to all remedies available to it at law and in equity, including, but not limited to, the specific remedies set forth in Sections III and XI below. **Licensee** recognizes that **Licensor**, as owner or co-owner of the Data, may enter into agreements with other parties to license the Data provided to **Licensee**, and that **Licensor** is free to license, use, sell or in any other manner dispose of the Data upon such terms and conditions as **Licensor** may elect.

II.

LICENSEE AGREES THAT THIS LICENSE TRANSACTION IS MADE ON AN "AS IS, WHERE IS" BASIS. **LICENSOR** DOES NOT WARRANT THE ACCURACY OR QUALITY OF THE DATA, AND ANY ACTIONS TAKEN OR EXPENDITURES MADE BY **LICENSEE** AS A RESULT OF EXAMINATION, EVALUATION OR INTERPRETATION OF THE DATA SHALL BE AT THE SOLE RISK, RESPONSIBILITY AND LIABILITY OF **LICENSEE**, WITHOUT ANY RECOURSE TO **LICENSOR**. **LICENSEE** FURTHER AGREES THAT **LICENSOR** SHALL NOT BE LIABLE FOR ANY REPRESENTATIONS, CONDITIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY CONDITION OR WARRANTY OF *MERCHANTABILITY*, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE DATA IS COMPLETE, WHOLLY ACCURATE, OR ERROR FREE. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, **LICENSOR** SHALL IN NO EVENT BE LIABLE TO **LICENSEE** OR ANY THIRD PARTIES FOR PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM OR ARISING OUT OF THIS AGREEMENT OR THE USE BY **LICENSEE** OR ANY THIRD PARTIES OF THE DATA.

LICENSOR AGREES, SUBJECT TO THE CONDITIONS SPECIFICALLY STATED AT THE END OF THIS PARAGRAPH, TO INDEMNIFY AND HOLD HARMLESS **LICENSEE**. ITS APPROVED PARTNERS, AND ITS APPROVED DESIGNEES, AND THEIR EMPLOYEES, OFFICERS, DIRECTORS, AGENTS AND CONSULTANTS (COLLECTIVELY, "THE INDEMNIFIED PARTIES"), HARMLESS FROM ANY AND ALL CLAIMS FOR DAMAGES OR LIABILITY OF ANY NATURE WHATSOEVER RESULTING FROM THE EXERCISE OF THE SEISMIC RIGHTS OR OTHERWISE RELATED IN ANY WAY TO THE ACQUISITION OF THE DATA REGARDLESS OF THE LAW, WHETHER IN CONTRACT STRICT LIABILITY, NEGLIGENCE OR ABSOLUTE LIABILITY, UNDER WHICH SUCH CLAIM FOR LIABILITY IS BROUGHT AND REGARDLESS OF THE NEGLIGENCE WHOLE, CONCURRENT OR CONTRIBUTORY OF THE INDEMNIFIED PARTIES.

LICENSEE AGREES THAT IT SHALL FULLY COOPERATE WITH **LICENSOR** OR ITS INSURORS IN ANSWERING OR DEFENDING ANY CLAIM THAT MAY GIVE RISE TO A CLAIM OF INDEMNITY. **LICENSOR** SHALL ASSUME THE PRIMARY RESPONSIBILITY AND CONTROL OF ANY MATTER FOR WHICH IT RECEIVES NOTICE FOR THE DEFENSE AND RESOLUTION OR SETTLEMENT OF ANY CLAIM THAT MAY GIVE RISE TO A CLAIM OF INDEMNITY.

III.

Licensee agrees that this license is personal, that the Data shall be for **Licensee's** internal use only, and that the Data shall not be directly or indirectly, by operation of law or otherwise, transferred to, disclosed to, shown to, sold to, traded to, disposed of, or otherwise made available to, any person or entity other than **Licensee**, except under the following conditions:

A. The Data may be made available, shown, or a copy provided, to any Consultant (person or entity) solely for the purposes of reprocessing, analyzing, interpreting and/or creating derivative products for **Licensee**, subject to the following: (1) such Consultant (person or entity) meets the definition of Consultant included below; (2) such Consultant (person or entity) acknowledges and agrees in writing, either generally or specifically, that the Data is the confidential, proprietary property, copyright and trade secret of **Licensor** and will not be transferred to, disclosed to, described to, shown to or used to benefit any other person or entity; (3) such Consultant (person or entity) agrees in writing to be bound by the terms and conditions of this Agreement; and (4) the period of time during which the Consultant (person or entity) has access to the Data is no longer than is reasonably necessary for it to perform the work undertaken for **Licensee**. All derivative products and reprocessed Data will be owned by and will remain the property of **Licensor** and shall be included in the definition of "Data" as that term is used in this Agreement, however, **Licensee's** maps and interpretations which may be based on the Data but do not display the Data shall not be considered Data as defined herein. **Licensee** hereby grants to **Licensor** all right, title, and interest in and to all derivative products and reprocessed Data and **Licensor** hereby grants back **Licensee** a non-exclusive, non-transferable license to all derivative products and reprocessed Data in accordance with the terms of this Agreement. Provided however, Data and derivative products that are obtained by **Licensee** at its own expense shall not be disclosed or transferred to **Licensor** during the term of this Agreement. At the termination of this Agreement, and hence the termination of licenses, all such Data shall be destroyed by **Licensee**.

Definition of Consultant:

"Consultant(s)" means Third Parties which are bona fide, recognized consultants in the geophysical industry engaged by Licensee to interpret, reprocess or make other technical studies of the Data for the sole use and benefit of Licensee. A Third Party cannot be a Consultant if such party (i) is a Prospective Partner, Partner, Prospective Acquirer or Acquirer of Licensee, (ii) is in the business of licensing geophysical data, (iii) is in the business of producing hydrocarbons; or (iv) owns an economic interest in any oil and gas lease, production-sharing contract, is signatory to an agreement that provides for them to become a Working Interest Partner, or other interest within the geological area of the Data being used other than an overriding royalty interest (not to exceed 5% of the revenue from such geographic area) granted to such party by Licensee as part of the party's compensation for consulting services.

B. Such portions of the Data as are directly related, in the reasonable opinion of Licensee, to a specific drilling prospect generated by Licensee or to a leasehold interest which Licensee desires to offer for potential sale may be shown by Licensee at Licensee's facilities to any person or entity, but not copied, separately analyzed or manipulated for or by such person or entity, in order to interest such person or entity to enter into an agreement with Licensee or to make an election to participate to explore, operate, develop or buy all or a portion of such drilling prospect or lease or for purposes of a "Change in Control" as defined in Article XI, but only if such person or entity acknowledges and agrees in writing, either generally or specifically, that the Data is the confidential, proprietary property, copyright and trade secret of Licensor and will not be transferred to, disclosed to, described to, shown to or used to benefit any other person or entity. Licensor and Licensee intend that Licensee may show the applicable portions of the Data to any person or entity for the limited purpose described above only in connection with a specific drilling prospect of limited area or in connection with the potential sale of a specific leasehold interest or for the purposes of a Change of Control, but not to permit such person or entity to make a regional interpretation of the Data or any portion thereof, and only after such person or entity agrees in writing that the Data is the confidential, proprietary property, copyright and trade secret of Licensor and will not be disclosed to, described to, shown to or used to benefit any other person or entity.

C. Licensee shall not deliver licensed data to Partners or any other person or entity claiming a license, regardless of whether Licensee believes such Partner to have license to the data. Deliveries of seismic data must be made by Licensor or its designee. In the case of Licensee created Derivative Products (which Licensor will not possess) Licensee may deliver the Derivative Products to partners, subject to obtaining written confirmation from Licensor in advance that potential recipients are bonafide license holders of the basic data underlying the Derivative Product.

IV.

THIS PARAGRAPH INTENTIONALLY LEFT BLANK.

V.

THIS PARAGRAPH INTENTIONALLY LEFT BLANK.

VI.

THIS PARAGRAPH INTENTIONALLY LEFT BLANK.

VII.

As consideration for a license to the Data, Licensee agrees to pay to Licensor in U.S. Dollars (unless another currency is otherwise specified in the relevant Supplemental Agreement) no later than thirty (30) days from invoice date, the licensing fee delineated in the specific Supplemental Agreement for the Data, plus reproduction, tape copying and shipping charges. Licensee shall remit all payments to the appropriate one of the following:

- (a) if to Seitel Data, Ltd., Seitel Data Corp. or Seitel Offshore Corp. at:
10811 South Westview Circle Drive
Suite 100, Building C
Houston, Texas 77043
Attention: Robert J. Simon
Phone: (713) 881-8900
Fax: (713) 881-8901

- (b) if to Olympic Seismic at:
1900, 407 2nd Street S.W.
Calgary, Alberta
T2P 2Y3
Attention: Vice President – Finance
Phone: (403) 515-2800
Fax: (403) 515-2822

Any outstanding balance not paid within the specified time limits shall bear interest, payable immediately by **Licensee** to **Licensor**, at the maximum rate allowed by applicable law, from the invoice date until paid in full. In the event **Licensor** incurs costs or expenses in connection with the enforcement of this Agreement and collection of any amounts owing hereunder, **Licensee** hereby agrees to pay, in addition to any unpaid license fees and interest accruing thereon, all such costs and expenses of enforcement and collection, including, without limitation, attorneys' fees. Payment of any invoice shall not prejudice the right of **Licensee** to challenge, dispute, question or litigate any charges contained in any invoice regardless of whether such challenge, dispute, question or litigation arises before or after such payment; provided **Licensee**, within one (1) year following the date of such invoice, shall make and deliver to **Licensor** at the above address written notice of objections to any charge or charges. In the event no such written notice is received, the charges shall be conclusively deemed valid. Any challenge to such charge or charges shall be limited only to payment or non-payment for data not delivered by **Licensor** pursuant to its contractual obligations.

VIII.

This Agreement shall replace and supersede all prior master licensing agreements for data between **Licensor** and **Licensee** or its predecessors as of the date of this Agreement. This Agreement shall also replace and supercede all prior master licensing agreements (or other agreements granting **Licensee** access to data) between **Licensee** and any third party, including any broker, to the extent those agreements cover data owned in whole or in part by **Licensor** (collectively the "Prior Agreements"). All such Prior Agreements and licenses are hereby replaced by and merged into this Agreement. All data licensed to **Licensee** under the Prior Agreements and owned by **Licensor** shall be referred to as the "Prior Data" and shall be included in the definition of "Data" as that term is used in this Agreement. **Licensor** hereby licenses to **Licensee** all Prior Data that is currently in the possession of **Licensee** and confirms that such Prior Data is validly licensed under and subject to the terms and conditions of this Agreement. Both **Licensor** and **Licensee** agree that Prior Data is expressly subject to the terms and conditions of this Agreement and, in the event of any conflict in terms between any Prior Agreements and this Agreement, the terms of this Agreement (including Supplemental Agreements) shall control without exception. This Agreement shall also replace and supersede all master licensing agreements (or other agreements granting **Licensee** access to data) covering data acquired by **Licensor** in the future (the "Future Data"). Thus, it is the intention of the parties that any data in **Licensee's** possession, now or in the future, and owned by **Licensor**, be governed by the terms of this Agreement, which shall control in the event of any conflict in terms between this Agreement and any other master license agreement(s) relating to the Data, the Prior Data, or any Future Data.

IX.

Licensor has taken the position that the licensing of Data pursuant to this Agreement does not constitute a transaction on which United States federal, state or local (or Canadian federal, provincial or local) transaction taxes are imposed, including, but not limited to sales tax, use tax, or transfer tax. HOWEVER, IF ANY TYPE OF FEDERAL, STATE (OR PROVINCIAL) OR LOCAL TRANSACTION TAXES ARE IMPOSED ON THIS TRANSACTION AT ANY TIME, **LICENSEE** HEREBY AGREES TO INDEMNIFY, REIMBURSE AND HOLD HARMLESS **LICENSOR** FOR ANY LIABILITY FOR SUCH TAX, INCLUDING ANY INTEREST AND PENALTIES THEREON, OR ANY OTHER AMOUNTS DETERMINED TO BE DUE AND OWING.

X.

This Agreement, the Supplemental Agreements and the license to use the referenced Data shall terminate fifty (50) years from the execution date of this Agreement, but may be extended by written mutual agreement of the parties.

The license granted by this Agreement will, without notice, automatically terminate upon the **Licensee**: ceasing to carry on its business; voluntarily filing a petition in bankruptcy or assigning, voluntarily or involuntarily, its assets for the benefit of its creditors or should proceedings be commenced against or by Licensee under any bankruptcy, insolvency or similar statute and such proceeding is not dismissed or otherwise resolved in Licensee's favor within one hundred and twenty (120) days.

Immediately upon termination of the license granted by this Agreement, **Licensee** will return or cause to be returned to, or will destroy or cause to be destroyed, the Data. Return or destruction of the Data shall be attested to by execution of a Verification of Return/Destruction of Data form in the form attached as Exhibit A.

XI.

Licensee may not sell, assign or otherwise transfer this Agreement, the Data (including Prior Data), or the license or any other rights or obligations hereunder, in whole or in part, without the prior written approval of **Licensor**. A Change of Control (as defined below) constitutes such a transfer, notwithstanding that the Change of Control may constitute an otherwise legal and valid corporate sale, merger, reorganization, combination, consolidation, or amalgamation.

A "Change of Control" shall mean each of (a) the sale of all or substantially all of the stock of **Licensee** (or its ultimate parent company): the issuance of new or additional stock, either through an IPO, private offering or the like shall not be considered a "Change of Control" except as provided for in XI. A. (c) below: (b) any merger, reorganization, combination, consolidation or amalgamation of **Licensee** (or its ultimate parent company) with any other entity where Licensee is not the surviving entity, and (c) the acquisition, directly or indirectly, by any person or entity, or by any group of persons or entities acting together, that are involved, directly or indirectly, in whole or in part, in the business of exploring for or producing oil, gas or other minerals, of the power to direct or cause the direction of the management and policies of **Licensee** (or its ultimate parent company), whether through the ownership of voting securities, by contract or otherwise, including, without limitation, the direct or indirect acquisition of 50% or more of the outstanding equity interests in **Licensee** (or its ultimate parent company). **Licensee** agrees to provide prompt written notice to **Licensor** at the appropriate address listed in Section XVII, below, in the event of a Change of Control or the entry by **Licensee** (or its ultimate parent company) into a publicly discloseable agreement that will cause a Change of Control. This section shall apply even if **Licensee** continues to exist subsequent to the Change of Control in essentially the same form in which it existed prior to the Change in Control. Upon entry by **Licensee** into an agreement that causes a change of Control, **Licensee** may either terminate the license granted under this Agreement and return or destroy the Data within 30 days after the date of the Change of Control, or may pay to **Licensor** a re-license fee of 50% of the original license fee for any Data not returned or destroyed. Failure of Licensee to return or destroy any Data within 30 days after the date of the Change of Control will result in the obligation of Licensee to pay the re-license fee referenced above as to any Data not returned or destroyed.

Notwithstanding the above, a Change of Control shall not be deemed to result if Licensee is merged or reorganized with, consolidated into or is acquired by another entity under control by Licensee.

In the event the Data is to be returned, **Licensee** shall be required to execute a Verification of Return/Destruction of Data form in the form attached as Exhibit A; **Licensor** also shall have the right, at its sole option, to inspect **Licensee's** premises, computers, and workstations to ensure the return is complete. If **Licensee** chooses not to allow the inspection detailed above, then the Verification of Return/Destruction of Data form must be executed by a Corporate Officer of **Licensee**. A Change of Control will not result in the termination of this Agreement or the charging of additional fees if, in the case of a merger between **Licensee** and second party, the second party to the merger held, immediately prior to the merger and pursuant to a separate license agreement between **Licensor** and the second party, a current license to the Data that is the subject of this Agreement.

This Section XI is specifically intended to supersede statutory provisions to the contrary, if any.

XII.

Data licensed hereunder may be conveyed to a service company for reprocessing or storage, provided a written confidentiality agreement is obtained from such company prior to conveyance. **Licensee** accepts full responsibility for insuring that any Data conveyed hereunder remains confidential and is not made available to any non-Licensee. Any print or film of any version of the Data must contain the following statement:

“This Data is trade secret, is owned by a **Seitel** entity and is licensed to **RAAM Global Energy Company (Licensee)** under terms and conditions of a 2D & 3D Onshore/Offshore Master Seismic Data Participation and Licensing Agreement which strictly limits the use of such Data. This Data shall be for **Licensee's** own internal use only, and shall not be shown, sold, traded, disposed of, or otherwise made available to any party except under certain specific conditions delineated in such licensing agreement. Any unauthorized use or possession of this Data by any party is strictly prohibited.”

In addition, **Licensee** acknowledges that original field tapes and other pre-stack data will not have been edited to accommodate “mineral no permits”. Delivery of such unedited data to service companies and/or **Licensee**, is contingent upon **Licensee** agreeing not to receive data from service companies that has not been edited “for mineral no permits” and executing a letter showing such agreement and indemnifying **Licensor** from the result of failing to abide by this agreement.

XIII.

The terms of this Agreement shall be kept confidential by the parties hereto, and shall not be disclosed to any other person or entity, except as may be reasonably necessary to administer this Agreement (*e.g.*, disclosure in connection with permitted disclosures of the Data pursuant to Section III, above), or as otherwise may be required by law.

XIV.

This Agreement, as applied to the licensing of Data concerning properties in the United States, Mexico and the territorial waters of those countries shall be construed in accordance with the laws of the State of Texas, and as applied to the licensing of Data concerning properties in Canada and its territorial waters shall be construed in accordance with the laws of The Province of Alberta; all without giving effect to principles of conflicts of law.

The parties agree that if, after the effective date of this Agreement, there are changes in laws or regulations (including the imposition of new laws) or in the interpretation or application of laws or regulations, which in the reasonable opinion of **Licensor** adversely affect the restricted use of the Data afforded **Licensor** either pursuant to the terms of this Agreement or by operation of law then, at **Licensor's** sole request the parties shall enter into negotiations with the objective being to execute an amendment to this Agreement that places **Licensor** in substantially the same position as before the change of law.

XV.

The rights and remedies granted in this Agreement to **Licensor** in the event of default are cumulative and the exercise of any of those rights and remedies shall be without prejudice to the enforcement of any other right or remedy including, without limitation, injunctive relief, specific performance, and any other right or remedy available at law or in equity or authorized by this Agreement.

The rights of each party hereto, whether granted by this Agreement or by law or equity, may be exercised, from time to time, singularly or in combination, and the waiver of one or more of such rights shall not be deemed to be a waiver of such right in the future or any one or more of the other rights that the exercising party may have. Any right, and any breach of a term, provision or condition of this Agreement by one party shall not be deemed to have been waived by the other party unless the waiver is expressed in writing and signed by an authorized representative of the waiving party. The failure of either party to insist upon the strict performance of any term, provision or condition of this Agreement shall not be construed as a waiver or relinquishment in the future of the same or any other term, provision or condition.

The parties agree that any provision of this Agreement that is deemed to be or becomes void, illegal, invalid or unenforceable shall be severable herefrom and ineffective to the extent of such voidability, illegality, invalidity or unenforceability, and shall not invalidate, affect or impair the remaining provisions of this Agreement. If and to the extent any court or governmental authority of competent jurisdiction holds any provision of this Agreement to be invalid or unenforceable, the parties will negotiate in good faith to equitably adjust the provisions of this Agreement with a view toward effecting its intended purposes; any such holding shall not affect the validity or effectiveness of the other provisions of the Agreement, which will remain in full force and effect. No provision of this Agreement shall be construed to constitute **Licensor** as the agent, servant, or employee of **Licensee**. The relationship of **Licensor** to **Licensee** shall be that of independent contractor. **Licensee** shall not have the right to control or direct the details of the work performed by **Licensor**. **Licensor** shall furnish at

its own expense, and risk, all labor, materials, equipment, tools, and transportation and other items necessary in performance of the work covered herein.

XVI.

Licensor and Licensee agree that there are no understandings or agreements relative to this Agreement that are not fully expressed herein or in the Supplemental Agreements. This Agreement including only any Supplemental Agreements sets forth the entire agreement between the parties and supersedes all prior agreements, prior data licenses, understandings, and communications between the parties, whether oral or written.

XVII.

All notices to be given pursuant to this Agreement shall be in writing and shall be deemed to be sufficiently given if delivered by overnight courier, in which case the notice shall be deemed to have been received on the next business day after sending, or if delivered by hand to the representative named below, in which case the notice shall be deemed to have been received on the date of delivery, or if sent by certified mail, return receipt request, in which case the notice shall be deemed to have been received on the date of receipt. Until written notice of change of address given pursuant to this Section XVII, notices shall be addressed as follows:

- (a) if to Seitel Data, Ltd., Seitel Data Corp. or Seitel Offshore Corp. at:
10811 South Westview Circle Drive
Suite 100, Building C
Houston, Texas 77043
Attention: Robert J. Simon
Phone: (713) 881-8900
Fax: (713) 881-8901

- (b) if to Olympic Seismic at:
1900, 407 2nd Street S.W.
Calgary, Alberta
T2P 2Y3
Attention: Vice President - Finance
Phone: (403) 515-2800
Fax: (403) 515-2822

- (c) if to Licensee, at:
RAAM Global Energy Company
Attn: Jeff Craycraft
1537 Bull Lea Road, Suite 200
Lexington, KY 40511
Phone: 859.253.1300
Fax: 859.233.7471

and

Century Exploration
Attn: David Seay, Land Manager
3838 N. Causeway Blvd., Suite 2800
Metairie, LA 70002
Phone : 504.832.3742
Fax 504.832.3760

XVIII.

Any delay or failure to perform under this Agreement arising from a force majeure event as specified herein shall not be deemed to be a default and shall not put an end to this Agreement, so that the same shall continue in suspense or part performance until such event shall have ceased. A force majeure event means: acts of God, earthquakes, fire, freezing, storm, tornados, floods, hurricanes, or other actions of the elements, explosion, accident, malicious mischief, sabotage, insurrections, riot, strikes, lockouts, boycotts, picketing, labor disturbances, loss of power, public enemy, war (declared or undeclared), rebellion, civil disturbance, compliance with any federal, state, or municipal law, or with any regulation, order, rule (including, but not limited to, priority, rationing or allocation orders or regulation) of governmental agencies, or authorities or representatives of any government (foreign or domestic); total or partial failure or loss or shortage of all or part of transportation or other facilities ordinarily available to and used by a party hereto in the performance of the obligations imposed by this Agreement, whether such facilities are such party's own or those of others; or any cause, whether similar to or dissimilar from the causes herein enumerated, including without limiting the generality of the foregoing, any breakdown, either total or partial, of Licensor's facilities for any cause whatsoever; provided, however, that all such causes are beyond the reasonable control of the party claiming force majeure and the settlement of strikes or lockouts shall be entirely within the discretion of the party having the difficulty and that even though the parties hereby agree that any force majeure shall be remedied as soon as practicable, the settlement of strikes or lockouts by acceding to the demands of the opposing party when such course is inadvisable in the discretion of the party having difficulty shall not be required. This Section XVIII shall not relieve Licensee from its obligations to make any payments of amounts due and neither party's time for performance shall be extended for any event that is reasonably in the control of that party.

ACCEPTED AND AGREED TO THIS 11th DAY OF July, 2007.

Seitel Data, Ltd.

By: _____

Robert J. Simon
Authorized agent of Seitel Delaware, Inc.,
its sole general partner

RAAM Global Energy Company

By: _____

Title: _____

Land Manager

Please return one executed copy of this agreement to:

**Seitel, Inc.
10811 South Westview Circle Drive
Suite 100, Building C
Houston, TX 77043
Attention: Dianne Henderson**

Exhibit A

VERIFICATION OF RETURN/DESTRUCTION OF DATA

Licensee, as defined in the 2D & 3D Onshore/Offshore Master Seismic Data Participation and Licensing Agreement (“Agreement”) effective as of hereby represents, warrants and verifies to **Licensor**, as defined in the Agreement, that all Data, as defined in the Agreement (including any Data provided to any other person or entity in accordance with the terms of the Agreement), has been returned to **Licensor [destroyed]**. Specifically, as of the date of this Verification, all Data has been completely removed from the computer systems, files, offices, warehouses, or other locations within the possession, custody or control of **Licensee**. In addition, all references to the Data have been **[returned/destroyed]**, by permanently deleting or otherwise permanently eliminating them from all computers, files, storage facilities, and any and all other paper, electronic, digital or other forms of media within the possession, custody or control of **Licensee**.

Licensee acknowledges and agrees that **Licensor** is relying on this Verification of Return of Data as confirmation that **Licensee** is not retaining any Data as defined in the Agreement in any form and, further, as Licensee’s acknowledgment that retaining any Data would entitle **Licensor** to liquidated damages as provided in the Agreement as well as all other remedies available to **Licensor** at law or in equity.

Verified this _____ day of _____, 20__.

By _____

Print Name: _____

Company and Title: _____

OFFSHORE 3D

SCHEDULE "1"

**Supplemental Agreement for 3-D Seismic Data Acquisition to a
2D & 3D Onshore/Offshore Master Seismic Data Participation and Licensing Agreement
between
Seitel Data, Ltd.
and
RAAM Global Energy Company
Dated
June 29, 2006**

RAAM Global Energy Company agrees to license area of 3-D geophysical data to be acquired by Licensor as delineated by area and blocks and at rates as specified below, under terms and conditions of the 2D&3D Onshore/Offshore Master Seismic Data Participation and Licensing Agreement to which this supplemental agreement is attached and made a part thereof.

| <u>Area</u> | <u>Committed Area</u> | <u>Total Cost</u> |
|-------------|---------------------------|-------------------|
| Area | 00.000 Blocks | \$, . |

(does not include normal and customary reproduction charges or field tape copy charges)

Product Format Requested

Raw Stacked Data Volume (SEG-Y tape) _____
 Raw Migrated Data Volume (SEG-Y tape) _____
 Noise Reduced Migrated Data Volume (SEG-Y tape) _____
 Filtered Migrated Data Volume (SEG-Y tape) _____

Billing Address: RAAM Global Energy Company
 Attn: Jeff Craycraft
 1537 Bull Lea Road, Suite 200
 Lexington, KY 40511

ACCEPTED AND AGREED TO THIS _____ DAY OF _____, 2006.

Seitel Data, Ltd.

RAAM Global Energy Company

By: _____
 Robert J. Simon
 Authorized agent of Seitel Delaware, Inc.,
 its sole general partner

By: _____
 Title: _____

Please return one executed copy of this agreement to:

**Seitel Data, Ltd.
 10811 South Westview Circle Drive
 Suite 100, Building C
 Houston, TX 77043
 Attn: Dianne Henderson**

2D ONSHORE & OFFSHORE

SCHEDULE "1"

**Supplemental Agreement to a
2D & 3D Onshore/Offshore Master Seismic Data Participation and Licensing Agreement
between
Seitel Data, Ltd.
and
RAAM Global Energy Company
Dated
June 29, 2006**

RAAM Global Energy Company agrees to license 00.000 miles of data owned proprietarily by **Licensor** as delineated by Line Number and Station Number and at rates as specified below, under terms and conditions of the 2D&3D Onshore/Offshore Master Seismic Data Participation and Licensing Agreement to which this exhibit is attached and made a part thereof.

Program: Program Name

Line Number Stations Mileage

LICENSE COST \$0000.00/mile x 00.000 miles = \$

(does not include normal and customary reproduction charges or field tape copy charges)

Billing Address: RAAM Global Energy Company
ATTN: Jeff Craycraft
1537 Bull Lea Road, Suite 200
Lexington, KY 40511

Delivery Address:

Agreed and Accepted this _____ day of _____, 2006.

Seitel Data, Ltd.

RAAM Global Energy Company

By: _____
Robert J. Simon
Authorized agent of Seitel Delaware, Inc.,

By: _____
Title: _____

its sole general partner

Please return one executed copy of this agreement to:

**Seitel Data, Ltd.
10811 South Westview Circle Drive
Suite 100, Building C
Houston, TX 77043
Attn:**

ONSHORE 3D

SCHEDULE "1"

Supplemental Agreement to a
2D & 3D Onshore/Offshore Master Seismic Data Participation and Licensing Agreement
between
Seitel Data, Ltd.
and
RAAM Global Energy Company
Dated
June 29, 2006

RAAM Global Energy Company agrees to license _____ square miles of 3-D geophysical data
acquired by Licensor as delineated by area and mileage and at rates as specified below, under terms and
conditions of the 2D&3D Onshore/Offshore Master Seismic Data Participation and Licensing Agreement
to which this supplemental agreement is attached and made a part thereof.

Area Committed Mileage Cost/Sq Mile Total Cost

(does not include normal and customary reproduction charges or field tape copy charges)

Product Format Requested

Raw Stacked Data Volume (SEG-Y tape) _____
Raw Migrated Data Volume (SEG-Y tape) _____
Noise Reduced Migrated Data Volume (SEG-Y tape) _____
Filtered Migrated Data Volume (SEG-Y tape) _____

Billing Address: RAAM Global Energy Company
Attn: Jeff Craycraft
1537 Bull Lea Road, Suite 200
Lexington, KY 40511

Delivery Address: SAME

ACCEPTED AND AGREED TO THIS _____ DAY OF _____, 2006.

Seitel Data, Ltd.

RAAM Global Energy Company

By: _____

By: _____

Robert J. Simon
Authorized agent of Seitel Delaware, Inc.,
its sole general partner

Title: _____

Please return one executed copy of this agreement to:

Seitel Data, Ltd.
10811 South Westview Circle Drive
Suite 100, Building C
Houston, TX 77043
Attn: