

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

IN RE:	§	
	§	
RAAM GLOBAL ENERGY COMPANY,	§	Case No. 15-35615-H1-11
<i>et al.,</i> ¹	§	(Chapter 11)
	§	(Jointly Administered)
DEBTORS.	§	

**AGREED ORDER REGARDING CITY NATIONAL BANK'S
MOTION FOR ALLOWANCE OF ADMINISTRATIVE
EXPENSE CLAIMS PURSUANT TO 11 U.S.C. § 503(b)
[This instrument relates to Docket No. 353]**

This matter comes before the Court on the Motion for Allowance of Administrative Expense Claims pursuant to 11 U.S.C. § 503(b) (Docket No. 353) (the "Motion")² filed by City National Bank ("CNB"), as Trustee for the Trust. CNB, the Liquidating Trustee (as defined in the Plan),³ and the Buyer (as defined in the Sale Order),⁴ as evidenced by the signatures of the undersigned counsel, hereby **STIPULATE AS FOLLOWS:**

A. CNB, the Liquidating Trustee, and the Buyer (collectively, the "Parties") have received and relied on the representations of representatives at CER as it pertains to production generated and royalties due to CNB under the Leases from the Petition Date through December 31, 2015.

¹ The Debtors in these cases, and each of their respective last four digits of each Debtor's federal tax identification number, are: RAAM Global Energy Company (2973); Century Exploration New Orleans, LLC (4948); Century Exploration Houston, LLC (9624); and, Century Exploration Resources, LLC (7252).

² All capitalized terms appearing in this Agreed Order shall have the same meaning(s) ascribed to such terms as in the Motion, unless otherwise noted in this Agreed Order. Also, all references to the "Bankruptcy Code" appearing in this Agreed Order shall mean title 11 of the U.S. Code.

³ Debtors' Second Amended Joint Plan of Liquidation pursuant to Chapter 11 of the Bankruptcy Code (Docket No. 263) (the "Plan").

⁴ Order (I) Authorizing and Approving the Debtors to Sell Substantially all of their Property Free and Clear of all Rights, Liens, Claims, Interests, and Encumbrances, (II) Authorizing the Debtors to Assume and Assign Certain Executory Contracts and Unexpired Leases, and (III) Granting Related Relief (Docket No. 377) (the "Sale Order").

B. Based upon the representations of representatives at CER as it pertains to production generated and royalties due to CNB under the Leases from the Petition Date through December 31, 2015, the Parties have reached an agreement regarding the amount of CNB's Allowed Administrative Claim (as defined in the Plan).

C. Pursuant to paragraph 26(b)(i) of the Confirmation Order,⁵ the Parties further agree that the CNB's Allowed Administrative Claim should be paid by the Buyer.

D. The Parties further agree that, pursuant to paragraphs L and 10 of the California Sale Order,⁶ Protho Energy Services, LLC has assumed CER's obligations and liabilities under the Leases, including responsibility for any payments owing to CNB under the Leases from and after January 1, 2016; therefore, taking into account the California Sale Order and the Confirmation Order, and considering the asserted amount of the CNB Claim (defined below), the Parties agree that CNB's Allowed Administrative Claim against the Debtors should only relate to amounts or claims that accrued on or before December 31, 2015.

E. Based upon the representations of representatives at CER as it pertains to production generated and royalties due to CNB under the Leases from the Petition Date through December 31, 2015, the Parties agree that CNB should have an Allowed Administrative Claim in the amount of \$523.25 (the "CNB Claim"), which consists of and relates to outstanding, post-petition royalty and/or Delay Rental payments due, owing, and payable to CNB in connection with CER's operations and production under the Leases from the Petition Date through December 31, 2015.

⁵ Order Confirming Second Amended Joint Plan of Liquidation pursuant to Chapter 11 of the Bankruptcy Code (Docket No. 376) (the "Confirmation Order").

⁶ Order (A) Approving Offer to Purchase, (B) Authorizing the Debtors to Sell Oil and Gas Properties in California Free and Clear of all Rights, Liens, Claims, Interests, and Encumbrances, and (C) Granting Related Relief (Docket No. 384) (the "California Sale Order").

F. Notwithstanding the foregoing, the Parties agree that CNB may assert any pre-petition claims against the Debtors, to the extent applicable, by filing a proof of claim on or before the applicable Bar Date (as defined in the Plan).

BASED ON THE FOREGOING STIPULATIONS, THIS COURT FINDS THAT:

G. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Notices of the Motion and the hearing on the Motion (the "Hearing"), if any, were sufficient under the circumstances.

H. No objections to the Motion having been filed, the legal and factual bases set forth in the Motion and at the Hearing, if any, are meritorious and establish sufficient grounds for the relief requested in the Motion.

ACCORDINGLY, IT IS HEREBY ORDERED THAT:

1. The Motion is **GRANTED** as set forth herein.
2. CNB is granted an Allowed Administrative Claim pursuant to § 503(b) of the Bankruptcy Code in the amount of \$523.25, which consists of and relates to outstanding, post-petition royalty and/or Delay Rental payments due, owing, and payable to CNB in connection with CER's operations under the Leases from the Petition Date through December 31, 2015.
3. Buyer is required to satisfy the CNB Claim pursuant to paragraph 26(b)(i) of the Confirmation Order.
4. No later than five (5) business days after the entry of this Agreed Order, Buyer shall remit funds to CNB in the amount of the CNB Claim through wire transfer or check, per instructions provided by the undersigned counsel for CNB.
5. This Order is a Final Order within the meaning of 28 U.S.C. § 158(a)(1) and is effective immediately upon entry.

6. The hearing on this Motion, previously set by Court Order (Docket No. 416) for March 7, 2016 at 1:30 P.M., is cancelled.

SIGNED this _____ day of _____, 2016

**THE HONORALBE MARVIN ISGUR
UNITED STATES BANKRUPTCY JUDGE**

AGREED AS TO FORM AND ENTRY REQUESTED:

WINSTEAD PC
1100 JPMorgan Chase Tower
600 Travis Street
Houston, Texas 77002
(713) 650-8400 (Telephone)
(713) 650-2400 (Facsimile)

KIRKLAND & ELLIS LLP
300 N. LaSalle Street
Chicago, Illinois
(312) 862-2000 (Telephone)
(312) 862-2200 (Facsimile)

By: /s/ Sean B. Davis
Sean B. Davis
Texas Bar No. 24069583
S.D. Tex. No. 1048341

By: /s/ Steven N. Serajeddini
Steven N. Serajeddini
(admitted *pro hac vice*)

AND

**ATTORNEYS FOR CITY NATIONAL
BANK**

AND

KELL C. MERCER, P.C.
1602 E. Cesar Chavez Street
Austin, Texas 78702
(512) 627-3512 (Telephone)
(512) 597-0767 (Facsimile)

ZACK A. CLEMENT PLLC
3753 Drummond
Houston, Texas 77025
(832) 274-7629 (Telephone)

By: /s/ Zack A. Clement
Zack A. Clement
Texas Bar No. 04361550

By: /s/ Kell C. Mercer
Kell C. Mercer
Texas Bar No. 24007668

ATTORNEYS FOR BUYER

**ATTORNEY FOR DOUGLAS J.
BRICKLEY, TRUSTEE OF THE
LIQUIDATING TRUST**

AND