ANADARKO E&P ONSHORE LLC

1201 LAKE ROBBINS DRIVE • THE WOODLANDS, TEXAS 77380
P.O. BOX 1330 • HOUSTON, TEXAS 77251-1330

WILLIAM F. SHACKELFORD
SR. STAFF LANDMAN
U.S. LAND – TX GULF COAST

Anadarko
E&P Onshore LLC

February 18, 2015

City of Bryan
P.O. Box 1000
Bryan, TX 77805

CERTIFIED-RETURN RECEIPT

Attention: Frank Clark

Re: Oil and Gas Lease
Dated July 31, 1990
City of Bryan, Lessor to Coastal Management Corp, Lessee
Memorandum Recorded V. 1206, P. 719
1,279.293 Acres of Land, Brazos County, Texas

To Whom It May Concern:

Anadarko E&P Onshore LLC ("Anadarko"), is subject to referenced lease, as same may have been Amended, which contains consent to assign language. Anadarko has recently reached an agreement with Admiral A Holding L.P., TE Admiral A Holding L.P., and Aurora C-I Holding L.P. ("Investor Parties") to assign to them a forty percent (40%) working interest in these leases, insofar and only insofar as they cover the Eaglebine Formation being that depth from the base of the Austin Chalk Formation to the top of the Buda Formation. Anadarko will retain a sixty percent (60%) interest in said leasehold and thereby retain controlling interest is same. Further, Anadarko will continue to be the responsible entity for payment of royalty and administering the affected leases.

This letter is sent requesting your consent to assign subject lease as required prior to our assignment becoming effective as to the related leasehold. Please indicate your consent to assign an interest in this leasehold, as set out above, by signing in the space provided below and return via e-mail attachment to the undersigned. Failure to respond to this request within 10 days shall be deemed as consent to the proposed assignment.

Thank you for your cooperation in the above. Should you have any questions, please contact the undersigned at 832/636-7625.

Very Truly Yours,

William F. Shackelford
Sr. Staff Landman

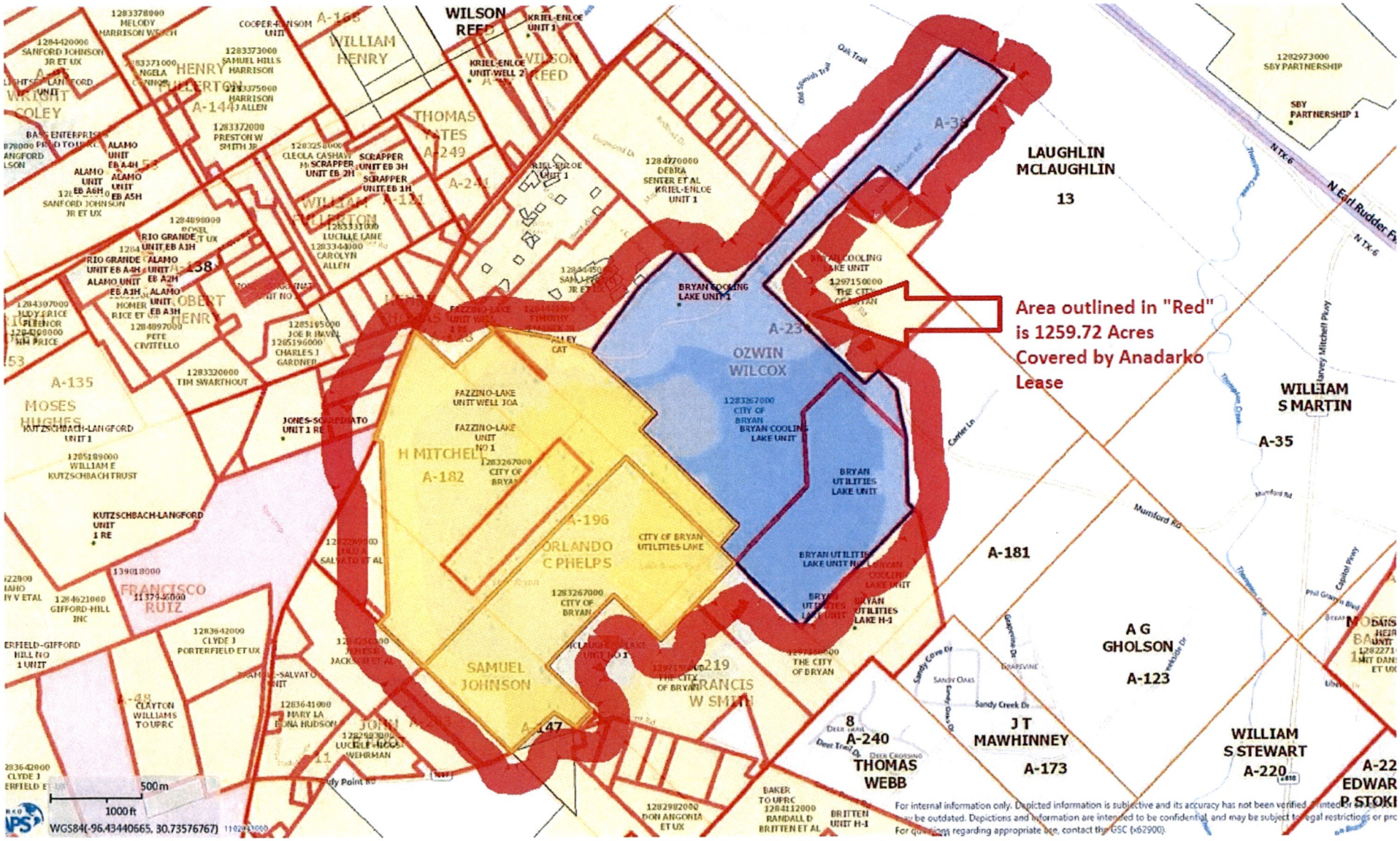
Consent to Assign granted this ___ day of October, 2014.
City of Bryan

By:_____

Name and Title: _____

VOICE • (832) 636-7625 E-MAIL • BILL.SHACKELFORD@ANADARKO.COM FACSIMILE • (832) 636-5376

MCDONALD 9-4 A SUBSIDIARY OF ANADARKO PETROLEUM CORPORATION


Area outlined in "Red" is 1259.72 Acres Covered by Anadarko Lease
LAUGHLIN MCLAUGHLIN
13
WILLIAM S MARTIN
A-35
A-181
A G GHOLSON
A-123
J T MAWHINNEY
A-173
WILLIAM S STEWART
A-220
THOMAS WEBB
A-240
OZWIN WILCOX
BRYAN COOLING LAKE UNIT 1
BRYAN UTILITIES LAKE UNIT
CITY OF BRYAN UTILITIES LAKE
FAZZINO-LAKE UNIT WELL 10A
FAZZINO-LAKE UNIT NO 1
H MITCHELL
A-182
ORLANDO C PHELPS
SAMUEL JOHNSON
FRANCIS W SMITH
WILSON REED
WILLIAM HENRY
THOMAS YATES
A-249
A-241
A-138
A-135
MOSES HUGHES
FRANCISCO RUIZ
A-196
A-147
A-219
A-38
A-23
500m
1000ft
WGS84(-96.43440665, 30.73576767)
For internal information only. Depicted information is subjective and its accuracy has not been verified. Printed or scanned may be outdated. Depictions and information are intended to be confidential, and may be subject to legal restrictions or pro
For questions regarding appropriate use, contact the GSC (x62900).

MEMORANDUM AND AMENDMENT OF MINERAL LEASE
(OIL AND GAS)

State: TEXAS

County: BRAZOS

Lessor: CITY OF BRYAN, TEXAS, A MUNICIPAL CORPORATION

Lessor's Address: P.O. Box 1000
Bryan, Texas 77805

Lessee: COASTAL MANAGEMENT CORPORATION, A TEXAS CORPORATION

Lessee's Address: 1400 S. State Hwy 6
Suite A-206
Bryan, Texas 77802

Date Executed: January 28, 1991

Effective Date: July 31, 1990

On July 31, 1990, **LESSOR** executed and delivered to **COASTAL MANAGEMENT CORPORATION, A TEXAS CORPORATION, LESSEE**, an Oil and Gas Lease (the "Lease"), a memorandum of which is recorded in Volume 1206, Page 719 of the Official Records of the County and State named above, which Lease covers the following lands:

> 1279.293 acres of land, more or less, being a tract of land lying and being situated partly in the Oswald Wilcox Sur., A-234; Thomas Henry Sur., A-128; Henry Mitchell Sur., A-182; Samuel Johnson Sur., A-147; O. C. Phelps Sur., A-196; Frances W. Smith Sur., A-219; H. Mitchell Sur., A-181; and Laughlin McLaughlin Sur., A-38, all in Brazos County, Texas, and being a part of 1,759.293 acres of land conveyed to City of Bryan, Texas in the referenced conveyances more particularly described on Exhibit "A" which is attached hereto and incorporated by this reference for all purposes.

This Lease is recognized by **LESSOR** as being in full force and effect. This Memorandum and Amendment is executed for the purposes of correction of recordation in the office of the County Clerk of Brazos County, Texas, wherein by error or mistake Exhibit "A" was not attached to the Memorandum of Mineral Lease recorded in Volume 1206, Page 719 of the Official Records of the County and State named above, in order to give notice of the rights of **COASTAL MANAGEMENT CORPORATION**, which are more fully set forth in that certain Oil, Gas and Mineral Lease dated JULY 31, 1990 for a primary term of three (3) years between the parties set forth therein, reference to which is being here made for all purposes.

It is intended by this Memorandum and Amendment to disclose said Lease to the

public that said Lease does exist an original of which is in the possession of both **LESSOR** and **LESSEE** and to amend said Lease as herein provided.

This Lease is presently owned by **LESSEE**, named above. It is the desire of the **LESSOR** and **LESSEE** to amend the Lease as to the particular provisions set out below.

For adequate consideration, **LESSOR** and **LESSEE** hereby amend the Lease by incorporating into it the following terms, as if originally contained in the Lease:

1. Paragraph 15 is restated to read as follows:

15. After the end of the primary term hereof, Lessee's right to maintain this Lease in force after the primary term by shut-in gas well payments hereunder shall not continue for any one or more shut-in periods of more than two (2) years in the aggregate. With regard to Lessee's right to maintain this Lease by shut-in payments for recurring periods not to exceed two (2) years in the aggregate, it is intended by Lessor and Lessee that the provisions of this paragraph will maintain this Lease in force in those situations where the shut-in of a well by Lessee results from situations beyond the reasonable control of Lessee, including, but not limited to (a) lack of a market, (b) failure of any purchaser to take gas production or (c) shut-in as a result of Lessee's obligation to make-up overproduction under any applicable regulations. Lessee agrees that all gas produced from the leased premises that is not processed in a plant or plants from which products derived therefrom and the residue gas is ratably allocated to the leased premises for the payment of royalty shall, if economically feasible to do so before the same is sold or used for any purpose or transported from the leased premises, be passed through a conventional separator designed and operated to effect the maximum economical recovery of liquids therefrom and any and all of such liquids shall, for the purpose of this Lease, be treated as oil for royalty payments.

2. Paragraph 18 is restated to read as follows:

18. Lessee may not assign this Lease or any portion hereof without the prior written consent of Lessor. Any such attempted assignment shall be void. Written notice by Lessee of any such contemplated assignment together with the name or names and addresses of the proposed assignee(s) shall be given to Lessor and Lessor shall have ten (10) days from the date of Lessor's receipt of such notice in which to advise Lessee in writing of Lessor's approval or disapproval. Failure by Lessor to advise Lessee within the time allotted shall be deemed as Lessor's consent to the proposed assignment. Subject to the foregoing limitations and in addition thereto, upon any assignment of this Lease or any portion hereof, Lessee shall, within sixty (60) days after any such assignment, furnish Lessor a copy of each such executed and delivered assignment showing all recording information thereon. In the event Lessee fails to furnish such copies of such assignments as herein provided to Lessor, Lessee shall pay to Lessor Two Hundred Fifty and No/100 Dollars ($250.00) for each such assignment as liquidated damages, and not as penalty, to compensate Lessor for the cost of researching the records of the County in which the leased premises are located to secure copies of such assignments.

3. Paragraph 20 is amended to add Sub-paragraph 6 to read as follows:

6) Lessee shall have the right, which may be exercised at one time or from time to time, to pool up to two hundred (200) surface acres of land contiguous to the leased premises in which Lessor does not have an interest with the leased premises or portions thereof, provided that least one-half (1/2) of any unit formed shall be comprised of the leased premises or other lands under which Lessor owns an interest, unless insufficient contiguous acreage remains in this Lease to comprise not less than one-half (1/2) of such unit in which event the leased premises or other lands under which Lessor owns an interest may comprise less than one-half (1/2) of such unit. Surface operations conducted by Lessee pursuant to this Lease may be located on or off the surface of the leased premises

4. Paragraph 23 is restated to read as follows:

23. Lessee agrees that should oil operations be conducted as contemplated herein on the surface of the leased premises that such operations shall be confined to the areas marked by "cross-hatching" on Exhibit "B" attached hereto. Lessee for itself, Lessee's successors and assigns, shall indemnify Lessor and hold harmless Lessor, Lessor's successors and assigns from all claims for damage and injury (including but not limited to attorney's fees and expenses of litigation) to third parties of the leased premises resulting in or from the oil operations of Lessee or their successors or assigns pursuant to this Lease.

If the amendments, set out above, vary from a provision or term already existing in the Lease, the amending provisions specifically supercede the provisions or terms originally contained in the Lease.

For the consideration provided, **LESSOR** grants, leases and lets to **LESSEE** the Lands for the term provided in the Lease, as it is amended by this Agreement.

This Agreement may be executed in multiple counterparts. When executed, each counterpart shall be binding upon the party signing it.

LESSOR:

Attest:

CITY OF BRYAN

By: Arlenda Berringer
for Mary Lynne Galloway,
City Secretary

By: Marvin Tate
Marvin Tate,
Mayor

Approved as to substance:

By: _____
Ernest R. Clark,
City Manager

Approved as to form:

By: _____
Robert D. Andron,
City Attorney

LESSEE:

COASTAL MANAGEMENT CORPORATION

By: _____
Gary L. Trotter, President

THE STATE OF TEXAS §
COUNTY OF BRAZOS §

This instrument was acknowledged before me this the 31st day of January, 1991 by Marvin Tate, Mayor of the **CITY OF BRYAN**, a Municipal Corporation.

CALEAN BLANFORD
Notary Public, State of Texas
My Commission Expires April 14, 1992

_____
Notary Public in and for
Said County and State
Printed Name: CALEAN BLANFORD
My Commission expires: 4-14-92

THE STATE OF TEXAS §
COUNTY OF BRAZOS §

This instrument was acknowledged before me this the 6th day of February 1991 by Gary L. Trotter, President of **COASTAL MANAGEMENT CORPORATION**, a Texas Corporation.

SHELLY ROBINSON
Notary Public, State of Texas
My Commission Expires 10/15/91

_____
Notary Public in and for
Said County and State
Printed Name: Shelly Robinson
My Commission expires: 10-15-91

November 4, 2014

RE: Confirmation of Ownership of Certain Entities in Aurora Investment Structure

To Whom It May Concern:

This statement is being provided to confirm that certain entities in the Aurora investment structure are wholly owned by KKR Energy Income and Growth Fund I L.P. ("**EIGF**") and affiliated entities. Specifically:

- TE Admiral A Holding L.P.
  TE Admiral A Holding L.P. is indirectly wholly owned by KKR Energy Income and Growth Fund I-TE L.P.

- Admiral A Holding L.P.
  Admiral A Holding L.P. is indirectly wholly owned by EIGF and certain other investment vehicles co-investing alongside EIGF, each of which is sponsored and controlled by Kohlberg Kravis Roberts & Co. L.P. and its affiliates ("**KKR**").

- Aurora C-I Holdings L.P.
  Aurora C-I Holdings L.P. is indirectly wholly owned by KKR Aurora Co-Invest L.P. ("**Aurora Co-Invest**") and certain other investment vehicles co-investing alongside Aurora Co-invest, each of which is sponsored and controlled by KKR.

Additional information about KKR, EIGF and their affiliated entities can be viewed by logging on to KKR's website at kkr.com or through other public sources.

Sincerely,

KKR Associates EIGF L.P.

By: KKR EIGF LLC
its General Partner

By: _____
Name: James Mayfield
Title: Director