

# AGENCY FORM

- COMPANIES:
- |  |   |
|--|---|
| <input type="checkbox"/> Camino Real Gathering Company LLC | <input type="checkbox"/> Kinder Morgan Gas Natural de Mexico    |
| <input type="checkbox"/> Copano Field Services/ _____      | <input type="checkbox"/> Kinder Morgan North Texas Pipeline LLC |
| <input type="checkbox"/> Copano Processing LLC             | <input type="checkbox"/> Kinder Morgan Texas Pipeline LLC       |
| <input type="checkbox"/> Eagle Ford Gathering LLC          | <input type="checkbox"/> Kinder Morgan Tejas Pipeline LLC       |
| <input type="checkbox"/> Greenholly Gathering Pipeline LLC | <input type="checkbox"/> Kinder Morgan Treating LP              |
| <input type="checkbox"/> Gulf Coast Express Pipeline LLC   | <input type="checkbox"/> KM Gas Marketing LLC                   |
| <input type="checkbox"/> KinderHawk Field Services LLC     | <input type="checkbox"/> Permian Highway Pipeline LLC           |
| <input type="checkbox"/> Kinder Morgan Border Pipeline LLC | <input type="checkbox"/> Other: _____                           |

1) Agency Designation Effective Dates:  
 Effective Start Date: \_\_\_\_\_ Effective End Date: \_\_\_\_\_

**NOTE: Kinder Morgan must receive the executed Agency Agreement at least 2 business days prior to the Effective Start Date which must be the first day of a month. The Effective End Date must be the last day of a month.**

2) Customer designates as its "Agent" to perform certain obligations and responsibilities for the purpose of performing the following on our Interactive Website.

**Check one:**

**ALL Agreement(s)**  **OR** **Specific Agreement(s): Contract(s) #** \_\_\_\_\_

**Check all that apply:**

- |  |   |
|--|---|
| <input type="checkbox"/> Execute Agreement(s)/Amendments | <input type="checkbox"/> Receive Invoices                       |
| <input type="checkbox"/> Contract Inquiry                | <input type="checkbox"/> Receive Payments                       |
| <input type="checkbox"/> Receive Notices                 | <input type="checkbox"/> Submit Nominations                     |
| <input type="checkbox"/> Volume Inquiry (Pin No. _____)  | <input type="checkbox"/> Operator Point Inquiry (Pin No. _____) |

3) Detailed description of other responsibilities being assigned from Customer to Agent (as applicable or N/A):  
 \_\_\_\_\_

4) In lieu of the addresses set forth in the Agreement(s), all notices, invoices and correspondence concerning the above-mentioned delegated duties will be directed to Agent at the following address:

**Notices Contact:**

**Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**City, State & Zip:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_  
**Email:** \_\_\_\_\_

**Accounting Contact:**

**Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**City, State & Zip:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_  
**Email:** \_\_\_\_\_

By execution of this Agency Form, Agent accepts its designation and appointment as agent for Customer and agrees to act as agent for Customer in accordance with the terms of this Agency Form. Agent will clearly specify it is acting on behalf of Customer in all actions taken in its role of Agent. Customer will remain liable to Kinder Morgan for all of its obligations as a party under the Agreement(s). Customer and Agent, each, indemnify and hold Kinder Morgan harmless from any and all liabilities, losses, damages, expenses and other obligations of any nature whatsoever that Kinder Morgan may suffer as a result of any and all claims, demands, costs, attorney fees and judgments against Kinder Morgan resulting from Kinder Morgan's reliance on Agent, including but not limited to payment made by Kinder Morgan to Agent or actions taken by Kinder Morgan pursuant to Agent's actions or inaction under the Agreement(s). Customer's designation and appointment of Agent may be terminated or canceled at any time by Customer or Agent, but no such termination or cancellation will be effective as to Kinder Morgan until such time as Kinder Morgan receives written notice of the termination by the terminating or canceling party. The parties acknowledge that receipt by Kinder Morgan of an executed agency form transmitted by facsimile or electronic mail will constitute a valid enforceable agreement and will legally bind the parties accordingly.

Customer Legal Name: \_\_\_\_\_

Agent Legal Name: \_\_\_\_\_

Customer GID: \_\_\_\_\_

Agent GID: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

(Must be signed by an Officer)

(Must be signed by an Officer)