Natural Gas Pipeline Company of America LLC

AMARILLO EXPANSION PROJECT
NOTICE OF BINDING OPEN SEASON

Natural Gas Pipeline Company of America LLC ("Natural") has entered into a binding transaction with a third party ("Pre-arranged Shipper") to develop a project along its Amarillo System to expand its natural gas transportation capacity from existing receipt points in Natural's Midcontinent Zone to a new proposed interconnect in Deaf Smith County, Texas (the "Amarillo Expansion Project" or the "Project"). The Project combines existing capacity with expansion capacity to provide up to 550,000 Dth/day of firm transportation service ("Project Capacity"), which will be provided pursuant to Rate Schedule FTS Agreement ("FTS Agreement").

Natural has entered into a pre-arranged negotiated rate transaction with the Pre-arranged Shipper for 550,000 Dth/day of the Project capacity. The purpose of this Binding Open Season is to solicit additional binding commitments for firm transportation capacity from shippers who are willing to commit to such firm transportation service, under terms and conditions described below and in accordance with all applicable rules and regulations of the Federal Energy Regulatory Commission ("FERC").

This Binding Open Season will start at 12:00 p.m. CDT on July 2, 2026, and will close at 2:00 p.m. CDT on July 16, 2026 ("Open Season Period").

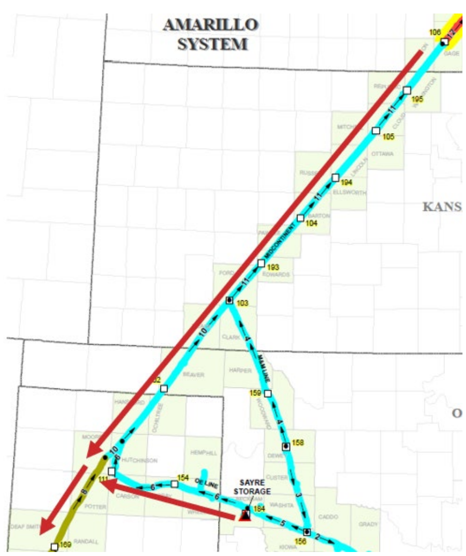
<u>About Natural Gas Pipeline Company of America LLC</u>

Natural is one of the largest interstate pipeline systems in the country, with approximately 9,100 miles of pipelines, more than one million horsepower of compression facilities and 288 Bcf of working gas storage. Shippers on the Project may also have secondary access to other markets and highly liquid pooling points for greater optionality.

In addition, Natural's System Wide ("SW") service option provides shippers with flexibility to access supply and markets throughout Natural's system. This service option enables shippers to source gas from eight (8) receipt zones and deliver gas to six (6) delivery zones throughout Natural's system on a secondary basis. Natural's Market Delivery Zone includes access to markets in Illinois, Indiana, and Iowa, and serves additional markets in parts of Arkansas, Missouri, Nebraska, and Wisconsin. Natural also provides an array of services to enhance a shipper's flexibility, including storage, balancing, and Line Pack Services ("LPS").

<u>Description of the Project</u>

The Amarillo Expansion Project will require Natural to install certain pipeline facilities and to modify existing facilities along its Amarillo System. Natural expects to place the Project in service by September 2028, however, this date is an estimate and may change depending on the required facilities, receipt of regulatory approvals, and completion of Project construction.



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Binding Bid Requirements

Parties interested in obtaining Project capacity should submit a completed Binding Open Season Bid Form (attached as Exhibit A) during the Open Season Period. It is anticipated that an acceptable bid in this Binding Open Season will require a Negotiated Reservation Rate above the applicable max rate. A bid shall be binding, and subject to the Pre-arranged Shipper's right to match and will be incorporated into a precedent agreement for a negotiated rate agreement entered into between Natural and the Bidder ("Precedent Agreement") and an FTS Agreement, consistent with Natural's Tariff. Bids will be treated as confidential and must be submitted along with a Confidentiality Agreement, and will not be disclosed, except as authorized by the bidder or required by applicable law or regulation.

A Binding Bid Form must include the following information:

- Reservation Rate on a dollar per Dth of MDQ per month basis
- Negotiated or Maximum Recourse Reservation Rate
- System Wide option (which will be considered for bid evaluation purposes)
- Maximum Daily Quantity ("MDQ") (minimum of 550,000 Dth/day)
- Primary Receipt Point(s), including the specified MDQ for the requested points:

PIN #	Point Name	County and State
41940	PALOTX/NGPL – KELTON WHEELER	WHEELER, TX
3251	EPNG/NGPL MOORE	MOORE,TX
42499	REX/NGPL JEFFERSON	JEFFERSON, NE
905207	CIG/NGPL FORGAN BEAVER	BEAVER, OK

- Primary Delivery Point(s), including the specified MDQ for the requested points:

PIN #	Point Name	County and State
TBD	TBD	DEAF SMITH, TX

- Contract Start Date
- Contract Term (minimum of 10 years)
- Credit Application (attached as Exhibit B)
- Executed Confidentiality Agreement (attached as Exhibit C)

Fuel Gas and Gas Lost and Unaccounted for Charges

The Negotiated Fuel Retention Factor (Fuel Gas and Gas Lost and Unaccounted for) or charge applicable to binding bids shall be as set forth in Natural's FERC Gas Tariff ("Tariff Fuel"), subject to an adder based on the actual direction of flow on Natural's system.

Expected Fuel Rates (subject to change based on the final Project scope):

- Southbound through Segment 10 to Permian Fuel: Tariff Fuel + 1.87%
- Westbound through Segment 6 to Permian Fuel: Tariff Fuel + 0.79%

Other Rates

In addition to the reservation charges and fuel charges described above, shippers shall also pay all other applicable charges for firm service, including a commodity rate based on usage, Annual Charge Adjustment (ACA), and any additional charges or surcharges that are in effect from time to time pursuant to Natural's FERC Gas Tariff, or as separately negotiated between Bidder and Natural.

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Open Season Procedures

Any bidder wishing to submit a binding bid in this Open Season consistent with the above terms must submit the attached Exhibit A (Open Season Bid Form) whose terms shall be incorporated into a definitive Precedent Agreement and FTS Agreement.

Natural reserves the right to reject and remove from consideration non-conforming bids. If the non-conforming provisions of a bid are otherwise acceptable to Natural, Natural may, in its sole discretion, deem a non-conforming bid as "acceptable" in this Open Season. Natural will exercise its discretion in this regard in a not unduly discriminatory manner. Natural has no obligation to negotiate with or enter into any transaction with any party that submits a bid to Natural. All bids must be submitted within the Open Season Period.

Natural reserves the right to market additional Project Capacity not awarded in this Binding Open Season following the close of the Binding Open Season.

Awarding of Capacity/Right to Match

Natural will evaluate all valid submissions and determine the final sizing of the Project. Natural will award firm capacity based on the highest net present value (NPV) of the stream of revenue produced by an acceptable bid received in this Binding Open Season. Awards of capacity will be final and will be binding, subject to the conditions of a Precedent Agreement with the bidder.

The Pre-arranged Shipper has the right to match any higher value bids that may be received by Natural in this Binding Open Season.

Credit Requirements

Prior to submitting a bid, Bidders must demonstrate creditworthiness or provide a credit assurance alternative in a form and at a level acceptable to Natural to support the construction of the new Project facilities in accordance with its FERC Gas Tariff. A credit application is attached to this Open Season and should be submitted along with binding bids during this Open Season.

Capacity Turnback

In addition to soliciting bids for the Project, Natural is soliciting requests for permanent turnback of capacity for capacity pathed as follows:

Direction	Segments
Westbound	6
Southbound	11, 10, and 8 (north of CS 169)

Paths are from primary receipt points to primary delivery points in the above listed Segments. Natural will only consider requests that will be beneficial to the design of the Project and will result in an economic gain to Natural based on a comparison of the savings associated with Project facilities that are no longer required and the lost revenue associated with the turnback. Natural's acceptance of turnback requests will be contingent on the Project going forward and the specific Project paths (direction/segments) that are ultimately included in the Project with the effective date of such turnback corresponding with the in-service date of the Project.

Any turnback capacity that is proposed to be effective later than the proposed in-service date of the Project will not be considered. Natural may aggregate requests for turnback and accept such requests in the manner that provides the most economic benefit to Natural. Natural will consider any requests for turnback on a nondiscriminatory basis. Shippers interested in capacity turnback should submit a request by the end of the Open Season Period. Requests should include the proposed capacity to be turned back and the applicable receipt and delivery points that Shipper is proposing to turn back.

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of America LLC

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Contact List

The Binding Open Season will commence at 12:00 p.m. CDT on July 2, 2026, and will close at 2:00 p.m. CDT on July 16, 2026. Interested parties should send their bids via email to: NGPLMarketing@kindermorgan.com.

Natural welcomes your interest in our Amarillo Expansion Project. Please contact your Account Representative or any of the following individuals with questions concerning this announcement:

Katie Murphy – Phone: (713) 420-6831 Email: Katie_Murphy@kindermorgan.com
Andrew Leung – Phone: (713) 420-4056; Email: Andrew_Leung@kindermorgan.com
Tim White - Phone: (713) 369-8329; Email: Tim_White@kindermorgan.com
Kenny Durio – Phone: (713) 420-5307; Email: Kenneth_Durio@kindermorgan.com

Any updated information will be posted online at www.kindermorgan.com under Operations > Natural Gas, NGPL Pipeline Interactive Website, Open Season Documents.

Natural Gas Pipeline Company
of America LLC

EXHIBIT A – BINDING OPEN SEASON BID FORM

A. Shipper Name: ____

B. Contract Start Date: ____

C. Contract Term: ____

D. Maximum Daily Quantity (MDQ): ________________________________ (Dth/d)

E. Willing to accept a Lesser Quantity (Yes/No): _______________________

F. If yes to E. above, please indicate the minimum acceptable amount: _________(Dth/d)

G. Reservation Rate (per Dth of MDQ per month): Please check one:

_______ Negotiated Rate - $_________________per Dth of MDQ per month

_______ Maximum Tariff Rate

H. Primary Receipt/Delivery Point Information (Any receipt point or delivery point on the Project Path)

PRIMARY RECEIPT POINT(S):

County, State	Latitude	Longitude	MDQ (Dth/d)
TOTAL			

PRIMARY DELIVERY POINT(S):

County, State	Latitude	Longitude	MDQ (Dth/d)
TOTAL			

I. Credit Application Acknowledged and Submitted: Yes ________ No ______

This Binding Bid Form is submitted voluntarily and in accordance with the rules and policies of the submitting company.

By: ________________________________ Phone: ____________________________

Print Name: __________________________ Email: ____________________________

Title: ______________________________ Address: ___________________________

____

Natural Gas Pipeline Company
of America LLC

EXHIBIT B – CREDIT APPLICATION

CREDIT APPLICATION FOR NATURAL GAS PIPELINE COMPANY OF AMERICA LLC

Section 1 --General Information

Shipper / Operator Name ____
(Circle one)

Shipper / Operator Address ____
(Include City, State, Zip)

DUNS# __ __ - __ __ __ - __ __ __ __ FEIN __ __ - __ __ __ __ __ __ __

Contact Person: ______________________________ Telephone No. (____) ________________

____

Business Entity: ___ "S" Corporation ___ "C" Corporation ___ Partnership ___Other FAX No. (____) ____________

Type of Business ______________________________ Number of years in business: ____

List parent corporation of Shipper/Operator (if Shipper/Operator is a subsidiary company) or general partners (if Shipper/Operator is a partnership) ______________________________________

Please identify (specify) whether you are owned by Arclight Capital Partners, LLC or Kinder Morgan, Inc.

____

Section 2 -- Standardized Credit Information

Please provide Shipper's long-term unsecured debt credit ratings (including Outlook) current as of the date of this Credit Application: Standard & Poor's ________________________ Moody's ___________________________

Is Shipper*:* - Operating under federal bankruptcy laws? ____ Yes ____No

- Subject to liquidation or debt reduction procedures under state laws? ____Yes ____No
- Subject to pending liquidation or regulatory proceedings in state or federal courts which could cause a substantial deterioration of Shipper's financial condition? ____Yes ____No
- Subject to any collection lawsuits or outstanding judgments which would affect Shipper's ability to remain solvent? ____Yes ____No
- Are there any overdue amounts owed Natural Gas Pipeline Company of America? ____Yes ____No

Section 3 -- Additional Financial Information and Documentation

Please provide Shipper's estimated activity under all requested services:

Estimated Monthly Volume for all Services: (Dth) ______________________________

Estimated Monthly Transportation/Storage Charges for all services $________________

Estimated Term (in months) of Capacity Release Request ________________________

Expected Commencement Date for requested service or capacity release: ________________________

If Shipper's audited financial information is not publicly available, please enclose current financial statements, annual reports, 10-K or other reports to regulatory agencies, or any reports from credit reporting agencies which are available.

Natural Gas Pipeline Company may request additional credit information and documentation in order to perform a credit evaluation of Shipper, in accordance with the provisions of its FERC Gas Tariff.

Incomplete applications may be declined.

The undersigned hereby certifies that the foregoing credit information is complete, accurate, and true to the best of their knowledge.

____ ____________________________
Shipper's Signature Date

EXHIBIT C – CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement, dated as of ___________, 20__ (this "**Agreement**"), is by and between [NAME OF ENTITY], a [STATE OF FORMATION] [TYPE OF ENTITY] ("**Counterparty**"), and Natural Gas Pipeline Company of America LLC, a Delaware limited liability company ("**Natural**"). Natural and Counterparty may sometimes be referred to herein together as the "**Parties**" and individually as a "**Party**." This Agreement sets forth the terms and conditions under which the Parties may disclose certain information to each other of a confidential and proprietary nature.

WHEREAS, to evaluate the feasibility of, and to facilitate discussions, negotiations, and the potential execution of definitive agreements relating to, Natural's Amarillo Expansion Project (the "**Project**"), Counterparty and Natural may each provide or disclose to the other Party certain Confidential Information (as hereinafter defined);

WHEREAS, the Parties wish to enter into this Agreement to set forth the terms and conditions under which each Party may disclose such Confidential Information to the other Party in connection with the Project; and

WHEREAS, for purposes of this Agreement, a Party disclosing Confidential Information to the other Party shall be known as the "**Disclosing Party**" and the Party receiving such Confidential Information shall be known as the "**Receiving Party**."

NOW THEREFORE, in consideration of the covenants and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. DEFINITION OF CONFIDENTIAL INFORMATION

1.1 As used in this Agreement, the term "**Confidential Information**" shall include all information about the business, financial condition, operations, assets and liabilities of the Disclosing Party and its affiliates, whether: (a) prepared by the Disclosing Party and/or its affiliates, any of its or their respective Representatives (as hereinafter defined), or otherwise; (b) in written, oral, electronic, or other form; (c) identified as "confidential" or otherwise; or (d) prepared prior to, on, or after the date of this Agreement, that is furnished to the Receiving Party or any of its Representatives by or on behalf of the Disclosing Party or any of its Representatives in connection with the Project, regardless of the manner or medium in which such Confidential Information is furnished, including all such information and documentation relating to the financial, tax, accounting, and other information of the Disclosing Party or any of its affiliates regarding business operations, prospects, value, and/or structure, marketing practices and techniques, business strategies and capabilities, business plans, and relationships with customers, suppliers, principals, employees, financing sources, hedging counterparties, contracting counterparties, and others, any such information that is a trade secret within the meaning of applicable trade secret law, and any documentation and materials prepared by the Receiving Party or any of its Representatives containing or based in whole or in part on any Confidential

Information. With respect to Counterparty only, "Confidential Information" shall also include (i) the fact that the Parties are in discussions regarding the Project; (ii) any discussions, negotiations, and investigations regarding the terms, conditions, or other facts with respect to the Project, including the status thereof and the existence and terms of this Agreement; and (iii) the fact that Confidential Information has been made available by Natural to Counterparty.

1.2 Notwithstanding the foregoing, Confidential Information shall not include information that the Receiving Party can demonstrate:

(i) is rightfully known to or already in the possession of the Receiving Party or its Representatives prior to its disclosure by the Disclosing Party;

(ii) is or becomes generally available to the public other than as a result of disclosure, directly or indirectly, by the Receiving Party or its Representatives in violation of this Agreement;

(iii) is or becomes available to the Receiving Party or its Representatives on a non-confidential basis from a source other than the Disclosing Party or its affiliates or any of its or their respective Representatives; provided, that such source is not known by the Receiving Party or its Representatives (after due inquiry) to be bound by a confidentiality agreement with or other obligation of confidentiality to the Disclosing Party or its affiliates with respect to such information;

(iv) is independently derived by the Receiving Party or its Representatives without the aid, application, or use of any Confidential Information; or

(v) is authorized in writing by the Disclosing Party for disclosure by the Receiving Party, solely to the extent of such authorization.

2. PERMITTED PURPOSE, USE AND DISCLOSURE OBLIGATIONS

2.1 The Receiving Party may use, and may cause its Representatives to use, the Confidential Information solely to evaluate the feasibility of, and to facilitate discussions, negotiations, and the potential execution of definitive agreements relating to, the Project (the "**Permitted Purpose**"), and for no other purpose. Furthermore, the Receiving Party shall not, and shall direct its Representatives not to, directly or indirectly, at any time, disclose any Confidential Information to any person (other than the Disclosing Party or its Representatives) in any manner, except that the Receiving Party may disclose Confidential Information to its Representatives who have a bona fide need to know such information for the sole purpose of assisting, and solely to the extent necessary to permit such Representatives to assist, the Receiving Party in connection with the Permitted Purpose; provided, that, prior to the disclosure of the Confidential Information to any of its Representatives, the Receiving Party shall inform such Representatives as to the confidential and proprietary nature of the Confidential Information and shall direct each such Representative to comply with the terms of this Agreement. The Receiving Party shall be liable to the Disclosing Party for any action or omission prohibited under this Agreement by any of its Representatives.

2.2 For purposes of this Agreement, "**Representatives**" of any person shall mean its affiliates and the employees, directors, partners, officers, members, managers, owners, co-owners, controlling persons, investors, co-investors, joint venturers, debt financing sources, representatives, agents, consultants, and professional advisors of such person and its affiliates (including financial advisors, counsel, and accountants). An "**affiliate**" of any person shall mean any other person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is or comes under common control with the first person. For purposes of the foregoing sentence, "**control**" of a person means the possession of power to direct or cause the direction of management and policies of such person, whether through ownership of voting securities, by contract, or otherwise. The term "**person**" as used in this Agreement will be interpreted broadly to include any governmental representative or authority or any corporation, company, limited liability company, enterprise, association, partnership, group or other entity or individual.

2.3 The Receiving Party agrees that it will employ procedures that are substantially similar to those it uses to protect its own information of a similar character to protect the confidentiality of any Confidential Information it receives from the Disclosing Party or its Representatives.

2.4 In the event that the Receiving Party or any of its Representatives becomes legally compelled (whether by subpoena, interrogatory, civil investigative demand, court or regulatory order, or otherwise) to disclose any Confidential Information, the Receiving Party will, to the extent permitted and reasonably feasible under the circumstances, provide the Disclosing Party with prompt written notice so that the Disclosing Party may seek a protective order or other appropriate remedy prior to any such disclosure and/or waive compliance with certain provisions of this Agreement. The Receiving Party shall reasonably cooperate with the Disclosing Party in seeking the protective order or other appropriate remedy so that the Confidential Information maintains its confidential and proprietary treatment. In the event that such a protective order or other protective remedy is not obtained or the Disclosing Party waives compliance with the relevant provisions of this Agreement, the Receiving Party will furnish only that portion of the Confidential Information that is legally required to be disclosed, in the opinion of its own counsel, and such Party will exercise its reasonable efforts to obtain reliable assurances that confidential treatment will be accorded the Confidential Information.

2.5 Within 15 days after being requested in writing by the Disclosing Party (which request may be made at any time and from time to time), the Receiving Party shall, and shall direct its Representatives to, either return to the Disclosing Party or destroy all Confidential Information and all documents, materials, or other items containing Confidential Information, without retaining any copies, summaries, or extracts thereof, and shall provide written confirmation of such return and/or destruction to the Disclosing Party within such 15 day period; provided, however, that the Receiving Party and its Representatives shall not be required to return or destroy any electronic copies of any such Confidential

Information, or any documents, materials, or other items containing Confidential Information, that shall have been archived in the Receiving Party's or its Representatives' electronic records archival system until such items are destroyed in accordance with the Receiving Party's or its Representatives' normal destruction policies; provided, further, that, notwithstanding any termination or expiration of this Agreement, all provisions of this Agreement shall continue to apply with full force and effect to any materials containing Confidential Information that are retained by Receiving Party or its Representatives following a written request for the return or destruction thereof. Compliance with this Section shall not relieve the Receiving Party of its other obligations under this Agreement.

3. GENERAL

3.1 **This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas, regardless of conflicts of laws principles that might apply the laws of another jurisdiction. EACH PARTY HEREBY CONSENTS TO THE JURISDICTION AND VENUE OF THE COMPETENT STATE AND FEDERAL COURTS LOCATED IN HARRIS COUNTY, TEXAS FOR ANY ACTION BROUGHT UNDER THIS AGREEMENT. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY OBJECTION TO SUCH COURTS ON JURISDICTION, CONVENIENCE OR ANY OTHER GROUND. THE PRECEDING SHALL NOT APPLY TO A PARTY'S SEEKING TO ENFORCE A JUDGMENT OF SUCH COURT IN ANOTHER COURT, VENUE, OR JURISDICTION.**

3.2 EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY.

3.3 IN NO EVENT SHALL A PARTY BE ENTITLED TO RECOVER PUNITIVE, INDIRECT, CONSEQUENTIAL, LOST PROFIT, LOSS OF REVENUE OR OPPORTUNITY, SPECIAL OR EXEMPLARY DAMAGES UNDER THIS AGREEMENT.

3.4 If any provision of this Agreement is declared void or otherwise unenforceable, such provision shall be deemed to have been severed from this Agreement, which shall otherwise remain in full force and effect.

3.5 No failure or delay by a Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

3.6 The Receiving Party hereby acknowledges and agrees that any Confidential Information disclosed to the Receiving Party or its Representatives is considered by the Disclosing Party to be of a special, unique, and proprietary character and that, in the event of any breach or threatened breach of any provision of this Agreement, remedies at law may be inadequate. The Receiving Party agrees, therefore, on behalf of itself and its

Representatives, that the Disclosing Party may be entitled to specific performance and injunctive or other equitable relief without any showing of irreparable harm or damage, and the Receiving Party hereby waives, and shall cause its Representatives to waive, any requirement for the securing or posting of any bond or other security in connection with any such remedy. Such remedies shall not be deemed to be the exclusive remedies for any breach or threatened breach of this Agreement, but will be in addition to all other remedies available at law or in equity to the Disclosing Party or any of its affiliates. Any trade secrets included in the Confidential Information will also be entitled to all of the protections and benefits under applicable trade secret law. The Receiving Party hereby waives, and shall use all reasonable efforts to cause its Representatives to waive, any requirement that the Disclosing Party or any of its affiliates submit proof of the economic value of any trade secret or post a bond or other security.

3.7 Neither this Agreement nor disclosure of any Confidential Information to the Receiving Party or its Representatives shall be deemed by implication or otherwise to vest in the Receiving Party or its Representatives rights in or to the Confidential Information, other than the right to use such Confidential Information solely for the Permitted Purpose. The Disclosing Party shall retain sole and exclusive ownership of all right, title, and interest in and to all Confidential Information and any and all materials provided by the Disclosing Party or its Representatives to the Receiving Party or its Representatives hereunder, and all intellectual property rights therein. The Receiving Party's right to use the Confidential Information for the Permitted Purpose is revocable and not coupled with an interest in any Confidential Information. No license by implication, estoppel, or otherwise under any patent, copyright, trade secret, trade mark, or other intellectual property right is granted by the Disclosing Party hereunder, other than any such license or other right to use disclosed Confidential Information for the Permitted Purpose. Neither Party represents or warrants that Confidential Information disclosed hereunder will not infringe any third party's patents, copyrights or trade secrets or other proprietary rights.

3.8 The Receiving Party acknowledges, on behalf of itself and its Representatives, that neither the Disclosing Party nor its Representatives makes any representations or warranties, express or implied, as to the accuracy or completeness of the Confidential Information, that neither the Disclosing Party nor its Representatives shall have any liability whatsoever to the Receiving Party or its Representatives or any other person as a result of the use of the Confidential Information or any errors therein or omissions therefrom by virtue of this Agreement and that the Receiving Party and its Representatives shall assume full responsibility for all conclusions derived from the Confidential Information.

3.9 Both Parties acknowledge and agree that neither Party is obligated to enter into or commence or continue any discussions or negotiations pertaining to the Project, and that no such obligation shall arise unless and until a definitive agreement relating to the Project is executed and delivered by the Parties.

3.10 No agency, partnership, joint venture, or other joint relationship is created by this Agreement. There are no third parties that are intended to benefit from any of the agreements created hereby.

3.11 This Agreement shall not be assignable by Counterparty without the express written consent of Natural. This Agreement shall be binding upon the Parties hereto and upon their respective successors and assigns.

3.12 All notices, consents, approvals, requests, claims, demands, and other communications required or permitted under this Agreement (each, a "**Notice**") shall be in writing and may be delivered by personal delivery, by certified or registered United States mail (postage prepaid, return receipt requested), by a nationally recognized overnight delivery service for next day delivery, or by electronic mail to the address shown below in respect of a Party (or at another address designated by a Party by Notice to the other Party). Any Notice delivered or transmitted to a Party as provided above will be deemed to have been given and received on the day it is delivered or transmitted, if it is delivered before 5:00 p.m., local time, on a business day, or on the next business day if it is delivered or transmitted after such time or on a day that is not a business day.

Notice Address(es) for Natural:

Natural Gas Pipeline Company of America LLC
1001 Louisiana Street, Suite 1000
Houston, Texas 77002
Attention:
David Weeks
Vice President, Marketing and Business Development
Email: David_Weeks@kindermorgan.com

Notice Address(es) for Counterparty:

[INSERT CONTACT, TITLE, ADDRESS, EMAIL]

3.13 Except as otherwise provided herein, the restrictions and covenants set forth herein shall terminate and be of no further force and effect upon the two year anniversary of this Agreement. For the avoidance of doubt, any Confidential Information retained by the Receiving Party or its Representatives following a request for the return or destruction thereof shall remain subject to all provisions of this Agreement notwithstanding the expiration of this Agreement pursuant to this Section 3.13. Following the expiration or termination of this Agreement, the following provisions shall survive for purposes of any claim or dispute relating to the Agreement: 3.1, 3.2, 3.3, and 3.13.

3.14 This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof.

3.15 This Agreement may be executed in one or more counterparts (which may be delivered via emailed .pdf or other electronic means), each of which shall be deemed to be an original, but all of which shall constitute the same agreement.

IN WITNESS WHEREOF, authorized representatives of the Parties have executed this Agreement as of the date first written above.

Natural Gas Pipeline Company of America LLC

By: ______________________________________

Name: Mary Limbaugh

Title: President & CEO

[FULL LEGAL NAME OF COUNTERPARTY]

By: ______________________________________

Name:

Title: