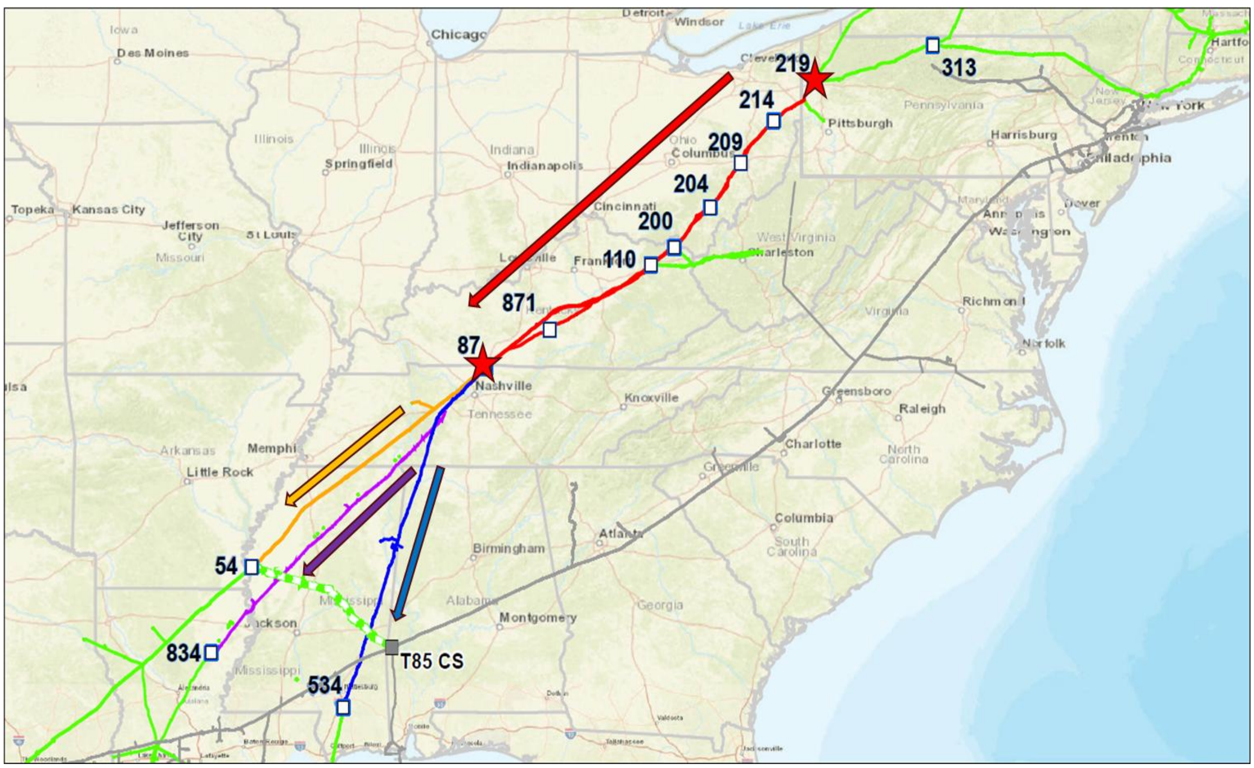
DATE: July 13, 2026 TIME: 9:00 AM CDT

TO: ALL TENNESSEE GAS PIPELINE COMPANY, L.L.C. CUSTOMERS

RE: Non-Binding Open Season for 219 South Project (OPEN SEASON POSTING #1435)

I. General

Tennessee Gas Pipeline Company, L.L.C. ("**Tennessee**" or "**TGP**") is experiencing significant growth in natural gas demand across its system, particularly along its 200 Line, which serves as a bi-directional backbone between Pennsylvania and Tennessee. As such, TGP is holding this non-binding open season (this "**Open Season**") to solicit interest in its proposed 219 South Project (the "**Project**"), which is designed to offer firm transportation from points as far north as TGP's Station 219 Pool for deliveries within Pennsylvania, Ohio, West Virgina, Kentucky, and Tennessee. Specifically, the Project may provide up to 530,000 dekatherms per day ("**Dth/d**") of north-to-south firm transportation capacity (the "**Project Capacity**") from receipt points including (1) the Zone 4 Leg 200 Pool (Station 219) pooling point and (2) receipt points at Tennessee's existing or proposed interconnections (e.g. EGTS, NFG, REX, Kensington, Rover) to delivery points from the Zone 4 Leg 200 Pool (Station 219) to points extending south through Tennessee's Zone 3, Zone 1, and Zone L, including the Zone 1 Station 87 Pooling Point, points on the Broad Run Lateral, and points further south along Tennessee's 100 Leg, 800 Leg, or 500 Leg (the "**Project Path**"). Based upon Shipper interest, TGP may also offer south-to-north capacity within the Project Path as part of the Project. A map of TGP's proposed Project Path is set forth below:



This Open Season will commence as of the date and time set forth above and end at 4:00 p.m. CDT on August 13, 2026 (the "**Open Season Period**"). Unless otherwise indicated, capitalized terms that are used but not defined herein shall have the meanings ascribed to such terms in TGP's FERC Gas Tariff, as it may be amended from time to time (the "**Tariff**").

Project Capacity awarded pursuant to this Open Season may be made available through (1) compression facilities, (2) the installation of pipeline loop, (3) the installation of appurtenant facilities and other facility modifications, and (4) the use of capacity reserved pursuant to Article XXVI, Section 5.8 of the General

Terms and Conditions of Tennessee's Tariff, each as may be required to meet the specific needs of the Project shippers (such required facilities, the "**Project Facilities**").

The commencement date for the Project Capacity (the "**Commencement Date**") is anticipated to be December 1, 2029.

II. Open Season/Submission of Bids

To participate in this Open Season, a potential shipper must first submit an executed confidentiality agreement in the form included with this notice and which must be executed by an officer or other duly authorized representative of the potential shipper (the "**Confidentiality Agreement**"); provided, however, that, Tennessee may, in its sole discretion, elect to waive such requirement if the potential shipper and Tennessee (or any of their respective affiliates) are party to a confidentiality agreement that would cover exchanges of information made in connection with this Open Season, in which event such confidentiality agreement would constitute the "Confidentiality Agreement" for purposes of this Open Season.

Once Tennessee has obtained a fully executed Confidentiality Agreement from a potential shipper, Tennessee will share indicative Project rate information with such potential shipper.

To bid in this Open Season, a potential shipper must then submit a completed Service Request Form ("**SRF**") in the form included with this notice, which must be executed by an officer or other duly authorized representative of such potential shipper prior to the expiration of the Open Season Period. A potential shipper's completed timely completed SRF shall constitute such potential shipper's "**Bid**".

In its SRF, each potential shipper must specify, among other things, its proposed transportation quantity ("**TQ**"), contract term (10 year minimum), rate election, receipt point(s), delivery point(s), and any conditions precedent for such potential shipper's commitment to the Project. Potential shippers may request new or existing receipt or delivery points located along the Project Path, as described above. Potential shippers requesting new receipt or delivery point(s) should specify the pipeline or processing facility, or other location, from or to which their gas would be received or delivered by Tennessee.

To the extent a potential shipper has a minimum TQ below which it does not desire Project Capacity or any contingencies to its Bid, it should so indicate in the "Additional Information" section of the SRF.

Tennessee will review any and all requests for new receipt or delivery point(s) and conditions precedent or other requests submitted by potential shippers and will have no obligation, in Tennessee's sole discretion, to award Project Capacity to potential shippers submitting Bids containing locations, or terms and conditions, that are not operationally or economically feasible for the Project.

Potential shippers should submit Bids to:

Tennessee Gas Pipeline Company, L.L.C.
Attention: Lindsey Fritz
Email: tgpbidroom@kindermorgan.com AND Lindsey_Fritz@kindermorgan.com

III. Anchor Shipper Status

A potential shipper that is awarded Project Capacity and that also meets the following requirements, may be designated as an "**Anchor Shipper**" for the Project. An Anchor Shipper is a shipper that:

1. satisfies Tennessee's creditworthiness requirements for the Project;
2. submits a Bid or executes that definitive Project agreement that contemplates, among other things:
    a. a minimum TQ of 200,000 Dth/d of Project Capacity; and
    b. a primary term of at least 15 continuous years.

Anchor Shipper benefits may include: (1) limited pro-ration of Project Capacity in this Project Open Season as described in Article IV below; and (2) optional interim capacity (if available before the Commencement Date).

IV. Evaluation Method

Bids will be treated as confidential and will not be disclosed, except as authorized by the bidder or as required by applicable law or regulation. In order to be considered an acceptable Bid, a Bid must, at a minimum, contemplate a primary term of at least 10 years, otherwise comply with any Bid requirements set forth herein or in the SRF, and not contain any proposed receipt or deliver points, or required contract terms, that Tennessee determines are not operationally or economically feasible for the Project. Further, Tennessee may also deem a Bid unacceptable if the potential shipper is not able to demonstrate an ability to satisfy Tennessee's anticipated creditworthiness requirements for the Project, which are further described in Article VII.

Following the close of the Open Season Period, Tennessee will evaluate acceptable Bids, in accordance with any applicable Tariff or regulatory requirements, on a total net present value basis, which shall be calculated using the following factors:

NPV = En [R*(1 / (1+i)**n)]
En = Summation of months 1 through n (Sigma)
n = term in months
R = Incremental firm monthly reservation revenue
i = Monthly Discount Factor of 0.8333%

The term in months ("n") will be no more than two-hundred forty (240) months.

If the total Project Capacity requested in the Open Season pursuant to acceptable Bids exceeds the available Project Capacity, TGP will first award Project Capacity to Anchor Shippers. Project Capacity shall be awarded to acceptable Anchor Shipper Bids with the highest net present value, calculated as described above. As between acceptable Bids of Anchor Shippers of equal net present value, Project Capacity shall be awarded on a pro rata basis. Thereafter, TGP will award any remaining Project Capacity to other potential shippers submitting acceptable Bids with the highest net present value. As between non-Anchor Shipper acceptable Bids of equal NPV, Project Capacity shall be awarded on a pro rata basis.

Once Tennessee has performed the evaluation and, if applicable, allocations described above, Tennessee will notify potential shippers that submitted Bids that were awarded Project Capacity, and the potential shipper(s) submitting winning Bid(s) and Tennessee shall promptly commence negotiation of all applicable service terms. Bids will become binding once the terms thereof are incorporated into binding precedent agreements (or other definitive agreements) that have been duly executed and delivered by the parties thereto.

Tennessee reserves the right, to be exercised on a not unduly discriminatory basis, to continue to market the Project and/or modify the scope of the Project, and to enter into negotiations and execute definitive agreements with any interested shippers with respect to the Project, following the close of the Open Season Period. TGP further reserves (1) the right to reject or accept any Bids for Project Capacity that it receives during this Open Season on a not unduly discriminatory basis and (2) the right to suspend, modify, or terminate further development of the Project in whole or in part.

V. Firm Transportation Service

Service for shippers awarded Project Capacity will be provided under TGP's Rate Schedule FT-A and other applicable provisions of TGP's Tariff.

In addition to the applicable reservation rate selected by each Project shipper, and unless otherwise agreed by such shipper and TGP as set forth in such shipper's precedent agreement, each such shipper shall also be subject to: (1) the applicable Rate Schedule FT-A base applicable commodity; (2) the applicable Rate

Schedule FT-A Fuel and Loss Retention Percentage (“**F&LR**”) and Electric Power Cost Rates (“**EPCR**”), as approved by the Federal Energy Regulatory Commission (“**FERC**”) for the Project Capacity, whether generally applicable or incremental; and (3) any and all other applicable surcharges as set forth in TGP's Tariff, including, but not limited to, any applicable annual charge adjustment (“**ACA**”) surcharge.

<u>VI. TGP’s Reservation of Rights</u>

TGP reserves the following rights, in addition to all other rights that TGP has reserved herein or that TGP may have pursuant to its Tariff and FERC policies:

(1) the right, at any time during this Open Season, upon notice and in its sole discretion, to terminate this Open Season, to extend the Open Season Period, to modify this Open Season, or to hold, or not hold, subsequent open seasons for the Project;

(2) the right to clarify and finalize Bids containing non-specific or ambiguous Bid information (including, without limitation, rate, term, and receipt or delivery points) or discrepancies in Bid information; provided, that, TGP shall have no obligation to do so;

(3) the right to reject, on a not unduly discriminatory basis, any Bid, including any Bid that, in TGP's sole determination, is incomplete, is inconsistent with the terms of this Open Season, contains additions or modifications to the terms of this Open Season, is otherwise deficient in any respect, or requests service outside the scope of this Open Season;

(4) the right to modify the scope of the Project; and

(5) the right to not award any portion of the Project Capacity.

This Open Season is subject to all applicable laws, orders, rules, and regulations of authorities having jurisdiction. No request for service shall be binding on TGP unless and until a duly authorized representative of both the requesting party and TGP have executed a binding precedent agreement (or other definitive agreement).

<u>VII. Creditworthiness</u>

Following submission of an executed Confidentiality Agreement, TGP will conduct a credit evaluation of potential shippers. Potential shippers shall provide to TGP such information as it may request to perform such credit evaluation. In the event a potential shipper is deemed non-creditworthy by TGP, the potential shipper will be required provide to TGP, as set forth in any binding precedent agreement, credit assurance applicable to the Project, in form and substance acceptable to TGP in its sole discretion. Such creditworthiness requirements shall remain in effect during the term of a shipper’s precedent agreement, as well as the term of such shipper’s Project service agreement(s).

<u>VIII. Turnback Capacity Solicitation</u>

Any existing shipper that currently holds firm transportation capacity on TGP that it believes (subject to TGP’s evaluation and confirmation in its sole discretion) could be used in lieu of a portion(s) of the proposed Project Capacity, as defined and accepted by TGP, is invited to notify TGP of its desire to permanently relinquish its capacity for use in this Open Season. Any shipper who desires to turn back such capacity must notify TGP, in writing, of the TQ, term, receipt point(s), delivery point(s), contract number(s), the reservation rate at which the shipper is willing to release the capacity back to TGP, and any other relevant information necessary to effectuate the permanent relinquishment of such capacity. In order for TGP to consider any anticipated turnbacks of capacity, such notification must be received by TGP by 4:00 PM CDT on August 13, 2026. This solicitation of turnback capacity is not binding on TGP. Turnback requests are subject to rejection or pro ration based upon the results of this Open Season and this turnback capacity solicitation as determined by TGP in its sole discretion. TGP must remain economically indifferent between the turnback offer and the proposed Project. To the extent TGP accepts a shipper's turnback request, the shipper turning back capacity shall remain responsible for any difference between the rate at which the capacity is turned back to TGP and reservation rate under the Project shipper(s) firm transportation service agreement with TGP for the remaining term of the turnback shipper's firm transportation service agreement, but will not be responsible for any commodity charges, ACA, F&LR, EPCR, or any other authorized usage surcharges associated with the turnback capacity, nor shall shipper be entitled to any credits associated with such capacity.

TGP reserves the right to reject, in its sole discretion, any turnback requests that are incomplete, contain modifications to the terms of the turnback capacity solicitation, are submitted with any conditions on the turnback capacity, or are economically disadvantageous. The final design of the Project will incorporate any successful turnbacks of capacity.

IX. Contact Information

If you have any questions regarding this Open Season, please contact the following:

Lindsey Fritz
713-420-2626
lindsey_fritz@kindermorgan.com

Andoni Vossos
713-420-2054
andoni_vossos@kindermorgan.com

or

For media inquiries, please contact:

Taylor Smith
713-420-2335
newsroom@kindermorgan.com

Tennessee Gas Pipeline Company, L.L.C.
Service Request Form – 219 South Project
Page 1 of 2

Shipper Information:

Company
(Legal name of entity): ____

Primary Contact: ____

Title: ____

Address: ____

Telephone: ____

Email: ____

Project Capacity:

North-to-South TQ*: _________ (in Dth/day)

South-to-North TQ*: _________ (in Dth/day)

Capacity Path:

Receipt Point(s)	Quantity (Dth/day) [1]	Delivery Point(s)	Quantity (Dth/day)[1]

[1] The sum of receipt point quantities must equal the sum of delivery point quantities.

Primary Term: _____ years (10 year minimum; primary term proposals must be in full year increments) beginning on the Commencement Date.*

* Tennessee will consider requests for commencement dates other than the Commencement Date on a not unduly discriminatory basis. If a potential shipper desires a different commencement date, it should indicate its proposed commencement date in the “Additional Information” section below.

Additional Information to Clarify Service Request:

____
____
____

Conditions Precedent for Participation in the Project:

____
____
____
____
____
____

<u>Rate Election</u>:

□ Recourse Rate
□ Negotiated Rate

Financial and/or Credit Information:
□ Attached □ Sent Separately

Submitted by:

Name: ______________________________

Title: ______________________________

Telephone: ______________________________

Signature: ______________________________
Signature of Duly Authorized Officer or Representative

Date: ______________________________

Please return this form to:

Lindsey Fritz
Tennessee Gas Pipeline Company, L.L.C.
1001 Louisiana Street
Houston, TX 77002
Phone: 713-420-2626
Email: tgpbidroom@kindermorgan.com AND Lindsey_Fritz@kindermorgan.com

Confidentiality Agreement

This Confidentiality Agreement, dated as of ___________, 2026 (this "**Agreement**"), is by and between [NAME OF ENTITY], a [STATE OF FORMATION] [TYPE OF ENTITY] ("**Counterparty**"), and Tennessee Gas Pipeline Company, L.L.C., a Delaware limited liability company ("**TGP**"). TGP 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, TGP has held or is holding an open season (the "**Open Season**") for its proposed 219 South Project (the "**Project**");

WHEREAS, Counterparty has indicated an interest in acquiring Project capacity through the Open Season process;

WHEREAS, to facilitate discussions, negotiations, and the potential execution of definitive agreements relating to Counterparty's participation in the Project, Counterparty and TGP 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 TGP 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 TGP. 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 TGP:

Tennessee Gas Pipeline Company, L.L.C.
1001 Louisiana Street
Houston, Texas 77002
Attention: Lindsey Fritz, Director, Business Development
Email: **Lindsey_Fritz@kindermorgan.com**

Notice Address(es) for Counterparty:

[INSERT FULL LEGAL NAME, ADDRESS, CONTACT, TITLE, 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.

[Signature page follows.]

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

Tennessee Gas Pipeline Company, L.L.C.

By: ______________________________

Name:

Title:

[FULL LEGAL NAME OF COUNTERPARTY]

By: ______________________________

Name:

Title: