



Delivering Energy. Improving Lives.

Stagecoach Pipeline & Storage Company LLC

Greenhouse Gas ("GHG") Report

October 18, 2024

Cautionary Statement and Confidentiality Reminder

Cautionary Statement

- This report includes forward-looking statements and descriptions of sustainability efforts and aspirations, and various policies, procedures, processes, standards, systems, programs, initiatives, assessments, technologies, practices, and similar measures related to Stagecoach's or its parent company's, Kinder Morgan ("KM"), operations and compliance systems ("Policies and Procedures"). References to Policies and Procedures do not represent guarantees or promises about their efficacy, or any assurance that such measures will apply in every case. Disclosure in this report about greenhouse gas emissions and other environmental or sustainability matters (whether historical or forward-looking) may be based on reporting standards, internal controls, processes, estimates or assumptions that are still evolving and may change. For more information about forward-looking statements, Policies and Procedures, and estimates and assumptions used to quantify emissions, and the uncertainty inherent in determining emissions, see "Kinder Morgan, Inc.'s Management Assertion for the Year Ended 2023," which is included in Appendix D – Third-Party Assurance Statement, of Kinder Morgan's 2023 Sustainability Report, available at www.kindermorgan.com

Confidentiality Reminder

- This report contains confidential information. Participation in the annual GHG meeting and access to the report containing confidential information is limited to those Report Recipients (as defined in the S&A) that have executed a non-disclosure agreement with Stagecoach pursuant to the terms of the S&A
- Confidential information contained in this report and any confidential information disclosed by Stagecoach during the annual GHG meeting are subject to the non-disclosure agreement

- Section 2.5 of Stagecoach’s rate settlement in Docket No. RP23-558 (“S&A”) requires Stagecoach to prepare an annual Greenhouse Gas (“GHG”) Report (the “GHG Report”) and host an annual meeting to present and discuss the GHG Report with Report Recipients
- A public version of the GHG Report, with confidential information redacted, is available as an informational posting on Stagecoach’s customer website
- The GHG Report includes the following information:
 - Assessment of feasibility and efficiency of implementing a GHG pilot program
 - Projects initiated during the prior 12 months designed to mitigate GHG emissions
 - Stagecoach’s and KM’s GHG emission reduction strategies and plans to upgrade Stagecoach’s system facilities to reduce GHG emissions
 - Changes to Stagecoach’s GHG operating emissions associated with section 7(c), prior notice, and section 2.55(b) projects
 - Stagecoach’s annual GHG emissions data and a summary of the number of leaks detected and repaired during the prior year as required by or reported to governmental authorities
 - Annual report from the U.S. EPA under the mandatory Greenhouse Gas Reporting Program
 - Lost and unaccounted for gas (“LAUF”) (including LAUF reported to the U.S. EIA) during the prior 12 months and any actions taken to reduce LAUF
 - Annual quantity of GHG emissions and GHG emissions intensity determined in accordance with the ONE Future Protocol
 - Stagecoach’s publicly disclosed efforts and requests submitted to Stagecoach to interconnect RNG, hydrogen, CNG, or other low-carbon gas production facilities

Section 2.5 (a) of S&A

Stagecoach will annually assess the feasibility and efficiency of implementing the use of stationary methane emissions monitoring devices on Stagecoach's system facilities that would expand the measurement of actual GHG emissions occurring on such facilities. The initial assessment on the feasibility and efficiency of the use of stationary methane emissions monitoring devices shall be contained in an initial GHG Report, which shall be updated annually.

Response

As its initial assessment on the feasibility and efficiency of this technology, Stagecoach, through its parent company KM, participated in two studies to evaluate the feasibility and efficiency of continuous methane monitors at compressor stations in 2022 and 2023.

The results of those studies, which are excerpted in Appendix A attached to this report, demonstrate that the technology is not proven and requires substantial improvement to localize and quantify methane emissions before it can be widely implemented in the transmission and storage sector.

Stagecoach, through its parent company KM, will continue to monitor the technology for substantial improvements and will also continue to implement its traditional strategies for reducing emissions.

Section 2.5 (b)(1) of S&A

A detailed review of the projects initiated during the prior twelve (12) months (in Stagecoach’s initial GHG Report) or since the last meeting (in Stagecoach’s subsequent GHG Reports), and plans, to be implemented in the coming year, designed to mitigate GHG emissions, including: (a) the high-level purpose of the projects; and (b) the principles applied to prioritize spending on the projects.

Response

GHG monitoring for the Stagecoach assets is conducted through two primary programs. For assets located in Pennsylvania, an annual GHG monitoring program utilizing a forward-looking infrared camera (“FLIR”), or similar optical gas imaging (“OGI”) technology, is conducted at all storage injection and withdrawal points and at compressor stations. For assets located in New York, all storage injection and withdrawal points, compressor stations, and meter stations are monitored in accordance with New York State Department of Environmental Compliance (“NYS DEC”) 6 NYCRR Part 203 regulations.

Table 1 summarizes the projects that Stagecoach has initiated in calendar year 2023. The purpose of each of these projects was to identify and repair leaks. The principles applied to prioritize spending on the projects were regulatory compliance in New York and voluntary GHG emission reduction activity.

For 2024, Stagecoach is undertaking or expects to undertake the same type of project activities and to complete any required projects/repairs as needed.

Table 1

Activity	Project Description
<i>Monitoring of Stagecoach PA Wells</i>	LDAR survey of all injection/withdrawal wells utilizing OGI Technology
<i>GHG Monitoring of NS2 Compressor Station</i>	Annual monitoring of compressor station utilizing OGI Technology
<i>GHG Monitoring of M1S Compressor Station</i>	Annual monitoring of compressor station utilizing OGI Technology
<i>NY 203 Monitoring Stagecoach NY Wells</i>	Bi-annual monitoring of all well sites in NY utilizing OGI Technology
<i>NY 203 Monitoring of NY Meter Stations</i>	Quarterly monitoring of all meter sites utilizing OGI Technology
<i>NY 203 Monitoring of NY Compressor Stations</i>	Bi-monthly monitoring of all compressor stations utilizing OGI Technology
<i>Repairs Associated with OGI Identified Emissions</i>	Perform repairs associated with OGI identified leaks in accordance with state and/or federal requirements or industry best practices

Section 2.5 (b)(2) of S&A

A detailed description of any Stagecoach-specific and corporate/parent company GHG emission reduction strategies and plans to upgrade system facilities pursuant to publicly disclosed projects that will reduce GHG emissions on Stagecoach's interstate pipeline and storage facilities and a detailed description of any reliability impacts related to such projects (regarding corporate strategies and plans, this includes but is not limited to a description of Kinder Morgan's corporate goals/strategies to reduce GHG emissions reflected in Kinder Morgan's annual Environmental, Social and Governance report).

Response

1. Kinder Morgan Initiatives

KM's strategy to manage Scope 1 and 2 emissions, including efforts to reduce methane and CO2 emissions, is outlined in KM's 2023 Sustainability Report, available at www.kindermorgan.com.

KM's management team annually reviews, reassesses, and discusses with the Board its emissions profile and economic opportunities to reduce its Scope 1 and 2 emissions and the feasibility of setting medium- and long-term GHG reduction targets for its operations. In 2023, KM established a working group to focus on identifying and evaluating additional economical GHG emission reduction opportunities throughout KM's business. This group, known as the Greenhouse Reduction Opportunities Workgroup, seeks and evaluates economically feasible opportunities to reduce KM's Scope 1 and 2 emissions, such as new technology, clean power, gas and liquids modernization and optimization, customer needs for GHG emission reductions, and government incentives. Management reports the group's key initiatives and findings to the Board. KM has also committed to evaluate the economic feasibility of installing electric compressors on a case-by-case basis when investing capital to install, upgrade, retrofit, or replace natural gas-fired compressors in its Natural Gas Pipelines business segment.

KM has set a ONE Future methane intensity target of 0.31% for its transmission and storage operations. KM has also set a goal to avoid or reduce 2.6 Bcf of methane emissions, equivalent to 1.4 million metrics tons of CO₂e, in 2024. KM also conducts annual leak surveys at 100% of its compressor stations in its Natural Gas Pipelines business segment.

Section 2.5 (b)(2) of S&A (Cont'd)

2. Stagecoach Specific Initiatives

KM has implemented the following strategies to reduce GHG emissions at one or more Stagecoach facilities:

- communicate policies and procedures to operations team, detailing program requirements to improve methane management;
- perform maintenance and repairs on component leaks, including those identified through methane leak surveys performed at least annually;
- reduce the amount of gas within the pipeline, i.e., pumping down, so that less gas needs to be evacuated during certain repairs or testing;
- conduct performance-based monitoring and replacement for reciprocating compressor rod packing;
- cathodically protect pipelines to help prevent pipeline degradation and leaks;
- install low- or zero-bleed natural gas pneumatic devices at new facilities; and
- collaborate with customers, peers, and regulators on best practices and new technologies.

In addition to methane emission reductions, KM has implemented one or more of the following Scope 1 emission reduction strategies at one or more Stagecoach facilities:

- reduce idle time from equipment;
- optimize temperature controls and preventative maintenance to reduce fuel consumption; and
- reduce flaring & venting emissions by improving compressor reliability and optimizing downtime.

Section 2.5 (b)(3) of S&A

A detailed description of changes to Stagecoach's GHG operating emissions associated with Stagecoach's publicly disclosed (i) NGA section 7(c) projects; (ii) Prior Notice projects under part 157, subpart F; and (iii) section 2.55(b) projects requiring an advance notification.

Response

During calendar year 2023, Stagecoach had no (i) NGA section 7(c) projects, (ii) Prior Notice projects under part 157, subpart F, or (iii) 2.55(b) projects requiring advanced notice.

Section 2.5 (b)(4) of S&A

Stagecoach’s actual (where available) or estimated (where actual is not available) annual GHG emissions data and a summary of the number of leaks detected and repaired, by site, during the prior year on Stagecoach’s interstate pipeline and storage facilities as required by or reported to governmental authorities (e.g., the New York State Department of Environmental Conservation, the U.S. Environmental Protection Agency, the U.S. Department of Transportation), and where such leaks were detected but not repaired during the prior year, a specification of any plans to repair such leaks. To the extent that Stagecoach relies upon estimates, Stagecoach shall explain the methodology used for estimating GHG emissions.

Response

Stagecoach’s annual GHG emissions for calendar year 2023 were below EPA reporting thresholds (25,000 MT CO₂e per facility) and were therefore not required by or reported to governmental authorities.

Table 2 summarizes the number of leaks detected and repaired by site in calendar year 2023 as required by New York State Department of Environmental Compliance (NYS DEC) 6NYCRR Part 203 Regulations. There were 2 leaks detected in December 2023 that were repaired in 2024.

Table 2

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Section 2.5 (b)(5) of S&A

The annual report from the U.S. Environmental Protection Agency pursuant to the mandatory Greenhouse Gas Reporting Program for Stagecoach's interstate pipeline and storage facilities, by site.

Response

GHG emissions for Stagecoach's interstate pipeline and storage facilities in calendar year 2023 were below reporting thresholds pursuant to the US EPA's mandatory Greenhouse Gas Reporting Program set forth in 40 CFR Part 98 Subparts C and W.

Section 2.5 (b)(6) of S&A

Specification of lost and unaccounted for gas (“LAUF”) on Stagecoach’s system for the prior twelve (12) months, identification of any LAUF reported to the U.S. Energy Information Administration over the prior twelve (12) months, and identification of any actions (beyond leak repair identified as part of Section 2.5(b)(4) above) taken to reduce LAUF on Stagecoach’s system over the prior twelve (12) months.

Response

All metering equipment used in the measurement process has some small degree of uncertainty that contributes to the LAUF. Stagecoach’s Measurement team, as part of its internal data validation process to resolve discrepancies in gas measurement, conducts tube inspections, cleaning, and meter audits, and also performs data review and analysis to resolve exceptions in the measurement data.

Stagecoach reported a total of 984,418 MCF of LAUF to the U.S. Energy Information Administration (“EIA”) for calendar year 2023, which included 661,180 MCF in the state of New York and 323,238 MCF in the state of Pennsylvania. Out of this total, the total gas vented to the atmosphere was only 4,450 MCF, which is less than ½ of a percent of the total LAUF. The majority of that amount, 3,021 MCF, was a calculated estimate of fugitive emissions, with the remainder 1,429 MCF documented as Known Gas Losses.

The 984,418 MCF of LAUF reported to the EIA for calendar year 2023 is very close to Stagecoach’s most current LAUF system data for calendar year 2023 of 978,566 MCF. The minor difference is a result of prior period adjustments (“PPAs”) that occurred after the EIA data was submitted.

Section 2.5 (b)(7) of S&A

The annual quantity of GHG emissions and GHG emissions intensity for Stagecoach’s entire system determined in accordance with the ONE Future Protocol, including (i) inputs to the methane intensity calculation (throughput, methane content, and methane emissions), and (ii) if Stagecoach uses the ONE Future Protocol for reporting purposes, the spreadsheet version of the template received from ONE Future for Stagecoach’s facilities for the applicable reporting year. In the event that Stagecoach ceases to participate in the ONE Future program, or those programs are terminated or substantially modified, Stagecoach will make good faith efforts to identify replacement reporting criteria that may be utilized to provide similar insights to Report Recipients.

Response

KM, Stagecoach’s parent company, is a founding member of the ONE Future coalition – a group of more than 55 natural gas companies that collectively represent more than 20% of the natural gas value chain in the United States. KM’s methane emissions relative to its overall value chain have consistently been within ONE Future’s methane intensity target of 0.31% for the Transmission and Storage sector.

The overall methane emissions intensity for Stagecoach’s assets for calendar year 2023, using the ONE Future protocol/methodology, is summarized in Table 3 and includes the inputs to the methane intensity calculation (throughput, methane content, and methane emissions). ONE Future utilizes data required by the U.S. Department of Transportation Pipeline and Hazardous Materials Safety Administration (PHMSA) per 40 CFR Part 191, Form OMB No. 2137-0522.

Stagecoach does not use the ONE Future Protocol for reporting purposes that is separate from its parent company reporting. The 2023 annual ONE Future report has not yet been published.

Table 3: Methane Intensity

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Section 2.5 (b)(8) of S&A

A description of Stagecoach's publicly disclosed efforts and requests submitted to Stagecoach to interconnect renewable natural gas, hydrogen, certified natural gas, or other low-carbon gas production facilities to the Stagecoach system.

Response

Stagecoach does not have any publicly disclosed efforts, nor has it received any requests, to interconnect renewable natural gas, hydrogen, certified natural gas, or other low-carbon gas production facilities to its system.

Appendix A: Excerpts of Two GHG Pilot Program Studies

“Assessing the Performance of Continuous Methane Monitoring Systems at Midstream Compressor Stations”

Shuting (Lydia) Yang and Arvind P. Ravikumar

Preprint Version 1 – 10 July 2024, expected final publication in November or December 2024

The analysis and results shown in this study indicate that CMS technologies need to be employed cautiously, especially for compact and complex O&G facilities. The findings of this work suggest that emissions from compressor stations can vary substantially over time under different operational statuses. But even as a continuously operating monitoring system, CMS has the potential to miss emission events with low emission rates and/or short durations. A better understanding of the uncertainties of the quantification and localization features of CMS will be useful for these solutions to improve performance. Furthermore, the alert systems of CMS need to be set up with more consideration for the nature of baseline emissions and the location of these sensors to achieve the goal of quickly detecting large emitters.

“Evaluating Development of Empirical Estimates Using Two Top-Down Methods at Midstream Natural Gas Facilities”

Jenna A. Brown, Matthew R. Harrison, Teclé Rufael, Selina A. Roman-White, Gregory B. Ross, Fiji C George, Daniel Zimmerle

Published 3 April 2024

Given longstanding issues with inventory estimates there is a strong case for utilizing measurements to inform, supplement, or potentially replace inventory estimates. However, in order to rely on measurements, the results of this study indicate methods must improve quantification accuracy, produce more representative uncertainty estimates, and provide robust quality control indicators to identify when estimates are suspect or potentially in error.



October 18, 2024

Report Recipient Name & Title: *set forth in the signature block*
Report Recipient Company Name: *set forth in the signature block*
Report Recipient Address: *set forth in the signature block*
Report Recipient email: *set forth in the signature block*

RE: Stagecoach Pipeline & Storage Company LLC
Docket Nos. RP22-1121-000 and RP23-558-001
Protective Agreement

Dear Report Recipient:

This Agreement (“Protective Agreement”) is made by and between Stagecoach Pipeline & Storage Company LLC (“Stagecoach”) and Report Recipient and is effective as of the date first set forth above. Stagecoach and Report Recipient are sometimes referred to herein collectively as the “Parties” or individually as a “Party”.

On July 13, 2023, the Federal Energy Regulatory Commission (“FERC” or “Commission”) approved the Stipulation and Agreement filed by Stagecoach on May 1, 2023, in Docket Nos. RP22-1121-000 and RP23-558-001 (“Settlement”). Pursuant to Section 2.5(c) of the Settlement, if Stagecoach determines that a report provided pursuant to Section 2.5 contains Confidential Information (defined herein below), Stagecoach has agreed to include an applicable non-disclosure agreement with the public version of the report. Stagecoach has determined that certain information contained in the October 18, 2024 report (the “2024 Report”) contains Confidential Information.

This Protective Agreement contains the agreement between the Parties with respect to Confidential Information, including the requirements set forth in Section 2.5(c) of the Settlement. In accordance with the Settlement, upon receipt from you, a Report Recipient, of an executed version of this Protective Agreement, along with Non-Disclosure Certificate(s) (defined herein below) executed by all of the Reviewing Representative(s) (defined herein below) that will have access to the Confidential Information on your behalf, Stagecoach will provide the non-redacted version of the 2024 Report that contains the Confidential Information.

1. This Protective Agreement shall govern the use of all Confidential Information provided by Stagecoach to Report Recipient hereunder. This Protective Agreement shall remain in effect until specifically modified or terminated by (i) written agreement of the Parties, (ii) the Commission, or (iii) any applicable Presiding Administrative Law Judge (“Presiding Judge”) (which includes the Chief Administrative Law Judge).
2. This Protective Agreement applies to the Confidential Information, as defined in Paragraph 3 hereof. Notwithstanding anything herein to the contrary, Stagecoach’s delivery of Confidential Information to Report Recipient pursuant to this Protective Agreement shall not affect the Confidential Information’s protected status under the Commission’s regulations and Freedom of Information Act, 5 U.S.C. 552 (“FOIA”).
3. Definitions – For purposes of this Protective Agreement:
 - (a) The term “Affiliate” shall have the meaning provided in the FERC’s regulations set forth in 18 C.F.R. § 358.3 (2024).
 - (b) The term “Confidential Information” shall include (a) any material which customarily is treated by Stagecoach as commercially sensitive or proprietary or material subject to a legal privilege, which is not otherwise available to the public, and which, if disclosed, could subject Stagecoach or its customers to risk of competitive disadvantage or other business injury; (b) critical energy infrastructure information that meets the definition of that term as provided by 18 C.F.R. §§ 388.113(a), (c); (c) Notes of Confidential Information; and (d) Copies of Confidential Information.
 - i. The Confidential Information consists of information prepared by Stagecoach (collectively with its affiliates, “Kinder Morgan”) for Kinder Morgan’s own use, not specifically for Report Recipient). While the Confidential Information is intended to speak as of the date provided, or as of such earlier date as may be specified in the document provided, the Confidential Information remains subject to change based on continuing Kinder Morgan internal testing or other factors. Kinder Morgan provides no express or implied representation or warranty regarding the accuracy, completeness or any other aspect of the Information, and Kinder Morgan undertakes no obligation to update the Confidential Information or advise Report Recipient of any changes, material or otherwise, to the Confidential Information. By accepting the Confidential Information, Report Recipient acknowledges and agrees that Report Recipient’s reliance on and use of such Confidential Information is entirely at its own risk, and Kinder Morgan undertakes no responsibility and shall have no liability to Report Recipient or any person or entity regarding the Confidential Information or any such reliance or use by Report Recipient.
 - ii. Confidential Information does not include (a) information that at the time of disclosure by Stagecoach is or subsequently becomes generally available to the public other than as a result of disclosure by a Report Recipient or its Affiliates or Representatives; (b) information obtained by a Report Recipient on a non-confidential basis from a source (other than

Stagecoach or its Affiliates or Representatives) that is not, to the Report Recipient's knowledge after reasonable inquiry, prohibited from disclosing such information pursuant to an obligation to Stagecoach or its Affiliates or Representatives; or (c) information known or otherwise in the possession of a Report Recipient or its Affiliates prior to disclosure of such information by or on behalf of Stagecoach.

- (c) The term "Notes of Confidential Information" means memoranda, handwritten notes, or any other form of information (including electronic form) which copies or discloses materials described in the Confidential Information. Except as specifically provided in this Protective Agreement, Notes of Confidential Information are subject to the same terms and restrictions as the Confidential Information under this Protective Agreement.
 - (d) The term "Non-Disclosure Certificate" shall mean the certificate annexed to this Protective Agreement by which the Reviewing Representative(s) of the Report Recipient who has been granted access to Confidential Information shall certify its understanding that such access to Confidential Information is provided pursuant to the terms and restrictions of this Protective Agreement, and that such Reviewing Representative has read the Protective Agreement and agrees to be bound by it.
 - (e) The term "Representative" shall mean a Report Recipient's or its Affiliate's directors, officers, employees, agents, consultants, attorneys, lenders or financial advisors.
 - (f) The term "Reviewing Representative" shall mean a person who has signed a Non-Disclosure Certificate and who is: (i) an attorney who has been engaged to represent Report Recipient in matters directly related to the Settlement; (ii) attorneys, paralegals, and other employees associated for purposes of matters directly related to the Settlement with an attorney described in Paragraph 3(f)(i); (iii) an expert or an employee of an expert retained by Report Recipient for the purpose of advising on matters directly related to the Settlement; or (iv) employees or other representatives of Report Recipient with significant responsibility for the matters directly related to the Settlement.
4. Confidential Information shall be made available under the terms of this Protective Agreement only to Report Recipient's Reviewing Representatives.
5. Confidential Information shall remain available to Report Recipient until the termination of the Settlement. If requested to do so in writing after that date, Report Recipient shall, within fifteen (15) days of such request, return the Confidential Information (excluding Notes of Confidential Information) to Stagecoach, or shall destroy the materials, and Notes of Confidential Information may be retained, if they are maintained in accordance with Paragraph 6, below. Within such time period, Report Recipient, if requested to do so, shall also submit to Stagecoach an affidavit stating that, to the best of its knowledge, all Confidential Information and all Notes of Confidential Information have been returned or have been destroyed or will be maintained in accordance with Paragraph 6. To the extent Confidential Information is not returned or destroyed, it shall remain subject to the Protective Agreement.

6. All Confidential Information shall be maintained by Report Recipient in a secure place. Access to those materials shall be limited to those Reviewing Representatives specifically authorized pursuant to Paragraphs 8-9.
7. Confidential Information shall be treated as confidential by Report Recipient and by the Reviewing Representative in accordance with the Non-Disclosure Certificate executed pursuant to Paragraph 9. Confidential Information shall not be used by Report Recipient or a Reviewing Representative except as necessary for matters directly related to the Settlement, nor shall they be disclosed in any manner to any person except a Reviewing Representative of Report Recipient who is engaged in matters directly related to the Settlement and who needs to know the information in order to carry out that person's responsibilities. Reviewing Representatives may make copies of Confidential Information, but such copies become Confidential Information. Reviewing Representatives may make notes of Confidential Information, which shall be treated as Notes of Confidential Information if they disclose the contents of Confidential Information.
8. (a) A Reviewing Representative may not use information contained in any Confidential Information obtained through this proceeding to give Report Recipient, any customer or potential customer of Stagecoach or any competitor of Stagecoach a commercial advantage or for any other purpose other than for matters directly related to the Settlement.

(b) In the event that Report Recipient wishes to designate as a Reviewing Representative a person not described in Paragraph 3(f) above, Report Recipient shall seek agreement from Stagecoach. If an agreement is reached, that person shall be a Reviewing Representative pursuant to Paragraph 3(f) above with respect to those materials.
9. (a) A Reviewing Representative shall not be permitted to inspect, participate in discussions regarding, or otherwise be permitted access to Confidential Information pursuant to this Protective Agreement unless that Reviewing Representative has first executed a Non-Disclosure Certificate; provided, that if an attorney qualified as a Reviewing Representative has executed such a certificate, the paralegals, secretarial and clerical personnel employed by the same entity as the attorney and under the attorney's instruction, supervision or control need not do so. A copy of each Non-Disclosure Certificate shall be provided to counsel for Stagecoach prior to disclosure of any Confidential Information to that Reviewing Representative.

(b) Attorneys qualified as Reviewing Representatives are responsible for ensuring that persons under their instruction, supervision or control comply with this Protective Agreement.
10. Subject to Paragraph 4 above, any Reviewing Representative may disclose Confidential Information to any other Reviewing Representative of Report Recipient as long as the disclosing Reviewing Representative and the receiving Reviewing Representative both have executed a Non-Disclosure Certificate. In the event that any Reviewing Representative to whom the Confidential Information is disclosed ceases to be engaged in matters directly related to the Settlement, or is employed or retained for a position whose

occupant is not qualified to be a Reviewing Representative under Paragraph 3(f), access to Confidential Information by that person shall be terminated. Even if no longer engaged in matters directly related to the Settlement, every person who has executed a Non-Disclosure Certificate shall continue to be bound by the provisions of this Protective Agreement and the certification.

11. Prior to presenting any dispute under this Protective Agreement to the Commission, Presiding Judge (if any), or any other judicial or administrative body having jurisdiction the Parties shall use their best efforts to resolve it.
12. Nothing in this Protective Agreement shall be construed as precluding Stagecoach from objecting to the use of Confidential Information on any legal grounds.
13. The Parties agree that with respect to any Confidential Information provided by Stagecoach pursuant to Section 2.5(c) of the Settlement, Recipient shall have the right to challenge such a designation in a mutually agreeable, neutral forum. If during a challenge to enforce the terms of Section 2.5(c) of the Settlement, the Commission or Presiding Judge, if any, finds at any time that all or part of the Confidential Information does not meet the definition of Confidential Information, those materials shall, nevertheless, be subject to the protection afforded by this Protective Agreement for three (3) business days from the date of issuance of the Commission or Presiding Judge's determination, and if Stagecoach files an interlocutory appeal or, if applicable, requests that the issue be certified to the Commission, for an additional seven (7) business days. Stagecoach has not waived its rights to seek additional administrative or judicial remedies after any decision respecting Confidential Information or Reviewing Representatives. The provisions of 18 C.F.R. §§ 388.112 and 388.113 shall apply to any requests under the FOIA for Confidential Information in the files of the Commission.
14. Stagecoach does not waive its right to pursue any other legal or equitable remedies that may be available in the event of actual or anticipated disclosure of Confidential Information.
15. Report Recipient shall not disclose the contents of Confidential Information or any other form of information that copies or discloses Confidential Information to anyone other than in accordance with this Protective Agreement and shall only use such contents and information in connection with matters directly related to the Settlement. Any violation of this Protective Agreement and of any Non-Disclosure Certificate executed hereunder shall constitute a breach of the Protective Agreement.
16. If Report Recipient is required by process of law to disclose the contents of Confidential Information, Report Recipient agrees to timely notify Stagecoach of any such request prior to making any disclosure, and to take all reasonable steps to ensure that such information or materials will be accorded confidential treatment, in accordance with this Protective Agreement, FERC's procedures set forth at 18 C.F.R. §§ 388.112 and 388.113, as well as in FERC's policies set forth by various orders of FERC. Further, Report

Recipient agrees to limit disclosures only to information that is necessary to be responsive to any such request.

17. Report Recipient and Stagecoach agree that this relates to the Settlement approved by the Commission by order issued on July 13, 2023, in Docket Nos. RP23-558-001 and RP22-1121-000. The Confidential Information is being provided to Report Recipient by Stagecoach pursuant to Section 2.5 of the Settlement and a breach of any term or provision of this Protective Agreement will also constitute a violation of Section 2.5 of the Settlement and the Commission's July 13, 2023, Order approving the Stipulation and Agreement filed by Stagecoach on May 1, 2023, in Docket Nos. RP23-558-001 and RP22-1121-000.
18. This Agreement shall be governed by, construed, interpreted, and performed in accordance with the laws of the State of Texas, without recourse to any laws governing the conflict of laws.

If the foregoing accurately sets forth your understanding of the matters covered herein, please so indicate by having a duly authorized representative sign in the space provided below and returning an original signed copy to the undersigned, along with Non-Disclosure Certificate(s) executed by all the Reviewing Representative(s) that will have access to the Confidential Information.

Sincerely,

Stagecoach Pipeline & Storage Company LLC

Carlos Oblitas
Director, Regulatory

[Signature Page Follows]

ACCEPTED AND AGREED TO:

this ____ day of _____, 2024

Report Recipient:

(Name of Entity that was a Party to the RP22-1121-000/RP23-558-001 Proceeding)

Signature:

(Person Authorized to Contractually Bind Report Recipient)

Name:

Title:

Address:

City/State/ZIP:

Email:

NON-DISCLOSURE CERTIFICATE

I hereby certify my understanding that access to Confidential Information is provided to me pursuant to the terms and restrictions of the Protective Agreement between Stagecoach Pipeline & Storage Company LLC and the Report Recipient listed below dated October 18, 2024, that I have been given a copy of and have read the Protective Agreement, and that I agree to be bound by it. I understand that the contents of the Report designated as Confidential Information, any notes or other memoranda, or any other form of information that copies or discloses Confidential Information, shall not be disclosed to anyone other than in accordance with that Protective Agreement. I acknowledge that a violation of this certificate constitutes a breach of the Protective Agreement.

By: _____

Printed Name: _____

Title: _____

Email: _____

Report Recipient (*insert* Company Name of
intervenor in the RP22-1121-000 / RP23-558-001
Proceeding):

Date: _____

Non-Disclosure Certificate for October 18, 2024 Protective Agreement

Re: RP22-1121-000, RP23-558-001 Settlement, Section 2.5(c) Protective Agreement