



I. The Northeast Expansion Project

To address the need for additional pipeline infrastructure and firm transportation service in the Northeast United States, Tennessee Gas Pipeline Company, L.L.C. is developing its Northeast Expansion Project (the "Project"). In response to significant interest from local distribution companies, electric generators, industrial end users and developers of liquefied natural gas ("LNG") projects in New England and Atlantic Canada, Tennessee is holding an open season to solicit requests for service on new capacity which can be sized from approximately 600,000 Mcf per day ("Mcf/d") up to 2.2 Bcf per day ("Bcf/d") ("Project TQ"). With Tennessee's ability to expand its system to provide significant volumes at competitive rates, the Project is of sufficient scale to address the long-term energy needs of New England and Atlantic Canada by providing access to abundant new supplies from the Marcellus and Utica supply areas. Recent initiatives by the New England Governors and the New England States Committee on Electricity suggest that adding these significant volumes to Northeast markets should provide sufficient incremental supply to lower the price of gas in New England energy markets and enhance reliability of gas and electricity grids. In addition to its unique access to the abundant new regional supplies, Tennessee offers unparalleled supply diversity across its thousands of miles of pipeline from South Texas to New England. Tennessee is continuing significant outreach with state and local officials and other interested stakeholders to discuss the Project, and has received substantive feedback that has informed the development of the Project facilities and pipeline route.

Tennessee anticipates commencing expansion service on November 1, 2018, subject to the timely receipt of regulatory approvals.

II. Expansion Service

With approximately 70,000 miles of pipelines, Kinder Morgan's natural gas business segment—of which Tennessee is a part—is the largest natural gas transporter and largest storage operator in North America. Leveraging off Tennessee's extensive geographic reach and existing facilities in New England, the Project is uniquely suited to connect New England energy markets with new sources of regional supply at competitive rates. As currently configured, the Project facilities would consist of (1) approximately 179 miles of pipeline from Wright, New York, to Dracut, Massachusetts, 50 miles of which would be constructed along the same right of way as Tennessee's existing 200 Line system in New York and Massachusetts; and (2) sufficient horsepower of new compression to efficiently transport the volume for which the Project is ultimately subscribed. Based on shipper interest, the Project may also be configured to add, or interconnect with, pipeline facilities from Tennessee's 300 Line in Bradford and Susquehanna Counties in Pennsylvania to Wright, New York, to provide more direct access to the Marcellus and Utica shale production areas.

The Project will provide transportation service commencing at receipt points at Tennessee's existing interconnect with Iroquois Gas Transmission System, L.P. and the proposed

interconnect with Constitution Pipeline Company, LLC, both located at Wright, New York, to mutually agreeable delivery points in Tennessee's Zone 5 and Zone 6, including Tennessee's interconnect with the Maritimes & Northeast Pipeline, L.L.C.'s ("M&NP") and Portland Natural Gas Transmission System's ("PNGTS") joint facilities in Dracut, Massachusetts.

In addition, based upon initial inquiries from prospective Project shippers and producers in northeast Pennsylvania, Tennessee will also accept requests for service for an additional firm transportation path originating on its 300 Line in Bradford and Susquehanna Counties, Pennsylvania, for delivery to Wright, New York.

The Project TQ is scalable from approximately 600,000 Mcf/d to 2.2 Bcf/day. The final Project TQ will be based upon service requests received in the Open Season which result in the execution of binding precedent agreements. The projected in-service date for the Project is as early as November 1, 2018. Tennessee will negotiate later in-service dates on a not unduly discriminatory basis. Tennessee is seeking twenty (20) year contract terms, but will consider shorter contract terms with an appropriate rate.

III. Open Season Period and Submission of Bids

This Open Season will commence as of this Notice and end at 4:00 p.m. CDT on March 28, 2014 ("Open Season Period").

In order to submit a request for service in this Open Season, a potential shipper must submit, by the end of the Open Season Period: (1) a service request form ("SRF") indicating the transportation quantity, capacity path as set forth in the SRF, and Primary Term for transportation service; and (2) as may be required by TGP,¹ creditworthiness information as set forth in Article XXVI, Section 4.1 of the General Terms & Conditions ("GT&C") of Transporter's FERC Gas Tariff ("Tariff").

Submit Bids to:

Tennessee Gas Pipeline Company, L.L.C.

Attention: Becky Mack and Curtis Cole

**Email: Rebecca_mack@kindermorgan.com
Curtis_cole@kindermorgan.com**

Upon the close of the Open Season, and execution of an appropriate confidentiality agreement,² a Tennessee representative will contact all parties submitting valid SRFs to present terms and the indicative recourse rates and negotiated rates for the Project. In the precedent agreement, parties will have the option to select service at

the recourse rates for the Project³ or a negotiated rate.⁴ Tennessee will engage with such parties on a not unduly discriminatory basis to negotiate binding precedent agreements.

Tennessee may enter into binding precedent agreements with parties submitting valid SRFs and may determine to proceed with the Project and allocate the Project TQ without holding any further open seasons. To preserve the ability to place the Project Facilities in-service date as early as November 1, 2018, Tennessee reserves the right to reject any party's valid SRF if a duly authorized representative of such party has not executed a binding precedent agreement on or before August 1, 2014.

Although SRFs submitted in this Open Season are not binding, only valid SRFs received during the Open Season period will be considered for service on the Project; provided, however, that Tennessee, in its sole discretion may consider requests received after the close of the Open Season period, including requests to modify a participant's validly submitted SRF, but shall be under no obligation to do so.

IV. Shipper Status

In exchange for early commitment to the Project, Tennessee will offer Anchor Shipper status to any party who executes a binding precedent agreement by May 15, 2014 that (1) is for a primary term of at least twenty (20) years, (2) elects the negotiated rate option, and (3) contains shipper termination rights based on: (i) shipper's receipt of management and/or board of director approvals by May 15, 2014; and (ii) receipt by shipper of any required regulatory approval by August 1, 2014, unless Tennessee and the Anchor Shipper mutually agree to extend such date. Anchor Shipper benefits may include (1) contract extension rights, (2) favorable terms for sharing of cost underruns and overruns; (3) no proration risk, to the extent a further open season is held to allocate capacity, and (4) other benefits which Tennessee agrees to provide such Anchor Shippers on a not unduly discriminatory basis.

Tennessee will also offer Supporting Shipper and Foundation Shipper status to potential shippers. Potential shippers who participate in this Open Season will be notified as to the requirements to participate in the Project as a Supporting Shipper or a Foundation Shipper as such requirements are developed by Tennessee. Supporting Shipper and Foundation Shipper benefits will be negotiated on a not unduly discriminatory basis.

V. Service Type, Transportation Rights and Fuel

¹ Any party desiring to submit an SRF should contact Tennessee to determine the creditworthiness information that may be required.

² Attached to this Open Season Notice is a form of Confidentiality Agreement for the Project.

³ The maximum applicable recourse rate(s) for the Project will be incrementally priced reservation and commodity rates as approved by FERC for service on the Project facilities.

⁴ If a negotiated rate is selected, shipper will pay the rates set forth in a Negotiated Rate Agreement attached to the precedent agreement.

Service for the Project will be provided under Tennessee's Rate Schedule FT-A and other applicable provisions of Tennessee's Tariff, as it may change from time to time.

Project Shippers will have rights regarding secondary service and capacity segmentation as provided in Tennessee's Tariff; provided, however, that a shipper will not have secondary point or segmentation rights on off-system capacity, if applicable. If a potential shipper elects the negotiated rate option in the precedent agreement, then the applicability of the negotiated rates to segmented quantities, point amendments or secondary points will be negotiated on a not unduly discriminatory basis and provided for in the Negotiated Rate Agreement, which will be attached to the precedent agreement.

In addition to the applicable recourse rate or negotiated rate selected by shipper, shipper shall also be subject to: (1) the Fuel and Loss Retention ("F&LR") Percentage and Electric Power Cost Rates ("EPCR") under Tennessee's Rate Schedule FT-A, as approved by FERC for service on the Project facilities, whether generally applicable or incremental, (2) all applicable surcharges as set forth in Tennessee's Tariff, which may include surcharges for costs associated with costs for compliance with greenhouse gas regulations and pipeline safety regulations; and (3) if, off-system capacity is acquired by Transporter to provide the Project TQ, all charges Tennessee is obligated to pay the third party pipeline for the off-system capacity in accordance with Article XXI of the General Terms and Conditions of Tennessee's Tariff.

VI. Open Season Process

Based on the results of this Open Season, Tennessee may elect to award capacity based on the submitted SRFs and subsequently negotiated and executed precedent agreements, without holding any further open season(s). If another open season is not held, the Project TQ will be awarded as follows: first, to the Anchor, Foundation, and Supporting Shippers executing precedent agreements by May 15, 2014; second, to shippers who participate in this open season and with whom, after subsequent negotiations described above, Tennessee is able to execute a precedent agreement; and third, to other shippers, who may not have submitted a valid SRF in this Open Season.

VII. Reservations

Tennessee reserves the following rights:

- (1) at any time during this Open Season to terminate the Open Season or to extend the Open Season Period;
- (2) to modify the scope of the Project, and/or the Project TQ and/or the Open Season Period to accommodate market interest;
- (3) to reject, on a not unduly nondiscriminatory basis, any SRF which does not meet the requirements in Section III, and which in Tennessee's sole determination, is incomplete, is inconsistent with

the terms of this Open Season, contains additions or modifications to the terms of the SRF, is otherwise deficient in any respect (including failure to provide credit support as Tennessee deems necessary) or requests service outside the scope of the Project.;

- (4) to continue to market the Project and to enter into negotiations with, and award capacity to, any party not submitting an SRF in this Open Season;
- (5) to not proceed with the development of the Project.

Tennessee will only proceed with development of the Project if it is ultimately able to execute precedent agreements with term, quantity and rate provisions that economically justify the development and regulatory risks associated with such significant capital investment.

This Open Season is subject to all applicable laws, orders, rules, and regulations of authorities having jurisdiction.

VIII. Creditworthiness

Following submission of a complete SRF, potential shippers will be contacted by Tennessee's Credit Manager, Ralph Lohr, (630) 725-3213, Ralph_Lohr@kindermorgan.com) for further evaluation of the potential shipper's creditworthiness. Tennessee will conduct a credit evaluation in the manner outlined in GT&C Article XXVI, Section 4.3 of the Tariff. Additionally, in the event a potential shipper is deemed non-creditworthy by Tennessee, the potential shipper must provide to Tennessee, as part of any precedent agreement, credit assurance applicable to this Project, in form and substance acceptable to Tennessee in its sole discretion. Such creditworthiness requirements shall remain in effect during the term of the precedent agreement, as well as the term of shipper's transportation agreement(s) for the Project.

IX. Turnback Capacity Solicitation

Any existing shipper who currently holds firm transportation capacity on Tennessee that it believes (subject to Tennessee's evaluation and confirmation in its sole discretion) could be used in lieu of a portion(s) of the proposed Project, is invited to notify Tennessee of its desire to permanently relinquish its capacity for use in the Project. Any shipper who desires to turn back such capacity must notify Tennessee, 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 Tennessee, and any other relevant information necessary to effectuate the permanent relinquishment of such capacity. In order for Tennessee to consider any request to turnback capacity, such notification must be received by Tennessee by the close of the Open Season Period. 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 Tennessee in its sole discretion. Tennessee must remain economically indifferent between the turnback offer and the proposed expansion. The shipper turning back capacity

shall remain responsible for any difference between the rate at which the capacity is turned back to Tennessee and the reservation rates under the expansion shipper(s) firm transportation service agreement with Tennessee for the remaining term of the turnback shipper's firm transportation service agreement, but will not be responsible for any commodity charges, ACA, Fuel and Loss Retention, or any other authorized usage surcharges associated with the turnback capacity, nor shall shipper be entitled to any credits associated with such capacity.

Tennessee 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 to Tennessee. The final design of the Project will be based in part on the results of this turnback capacity solicitation.

X. Contact Information:

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

Becky Mack
713-420-4656
Rebecca_mack@Kindermorgan.com

Curtis Cole
713-420-3373
Curtis_cole@Kindermorgan.com

Media inquiries please contact:
Richard Wheatley
713-420-6828
Richard_wheatley@Kindermorgan.com

Submitted by:

Name _____

Title _____

Telephone _____

Signature _____

Signature of Duly Authorized Officer

Date _____

Please return this form to:

Becky Mack
Tennessee Gas Pipeline Company, L.L.C.
1001 Louisiana Street
Houston, TX 77002
Phone: 713-420-4656
Email: Rebecca_mack@Kindermorgan.com

Or
Curtis Cole
Phone: 713-420-3373
Email: Curtis_Cole@Kindermorgan.com

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement, dated as of _____, 2014 (this "**Agreement**"), is between and among **[INSERT COUNTERPARTY'S FULL LEGAL NAME]** ("**Counterparty**") and Tennessee Gas Pipeline Company, L.L.C. ("**Tennessee**"). Tennessee and Counterparty shall be referred to collectively 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 facilitate discussions relating to, and the evaluation of a potential negotiated transaction between Counterparty and Tennessee or its affiliates regarding, Tennessee's Northeast Expansion Project (the "**Project**"), Counterparty and Tennessee may provide or disclose to the other Party certain Confidential Information (as hereinafter defined);

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**"; and

NOW THEREFORE, in consideration of the covenants and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which is 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 their respective Representatives 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 and/or its affiliates, regardless of the manner or medium in which such Confidential Information is furnished, including all 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, and any information that is a trade secret within the meaning of applicable trade secret law and other 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 furnished by the Disclosing Party or its affiliates or any of their respective Representatives. 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; (iii) the fact that Confidential Information has been made available by Tennessee to Counterparty; and (iv) all copies, notes, analyses, compilations, studies, interpretations or other documents prepared by or on behalf of the

Counterparty or its Representatives which contain, reflect or are based upon, in whole or in part, any other Confidential Information.

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 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;
- (iii) is or becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party or its affiliates or any of 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 or another party with respect to such information.
- (iv) is independently derived by the Receiving Party or its Representatives without the aid, application or use of Confidential Information.

2. PERMITTED PURPOSE, USE AND DISCLOSURE OBLIGATIONS

2.1 The Receiving Party shall use, and shall cause its Representatives to use, the Confidential Information solely in connection with its analysis and evaluation of the Project (the "**Permitted Purpose**"), and for no other purpose. Furthermore, the Receiving Party shall not, and shall cause its Representatives not to, directly or indirectly, at any time disclose any Confidential Information to any person (other than the Disclosing Party) in any manner, or permit or assist any person (other than the Disclosing Party) to use any Confidential Information, 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 the Permitted Purpose; provided that prior to the disclosure of the Confidential Information to any of its respective Representatives, the Receiving Party shall inform such Representatives as to the confidential and proprietary nature of the Confidential Information and shall obligate 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. Neither the Receiving Party nor any of its Representatives shall use or employ any Confidential Information in any way that would be harmful to or against the best interests of the Disclosing Party or any of its affiliates. Without limiting the foregoing, neither the Receiving Party nor any of its Representatives shall reverse engineer, disassemble, or decompile any Confidential Information or any products or any other prototypes, software, or other tangible objects which embody Confidential Information.

2.2 For purposes of this Agreement, "**Representatives**" of any person shall mean its affiliates and the employees, directors, partners, officers, 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 the media (electronic, print, or otherwise), the Internet, any governmental representative or authority or any corporation, company, limited liability company, enterprise, association, partnership, group or other entity or individual.

- 2.3 Receiving Party agrees that any Confidential Information received from Disclosing Party shall be maintained by the use of appropriate internal procedures to ensure that Confidential Information maintains its confidential and proprietary nature.
- 2.4 If any unauthorized disclosure or use of the Confidential Information is discovered, Receiving Party hereby covenants to immediately notify the Disclosing Party of any such unauthorized use which comes to its attention, including, without limitation, any such unauthorized use by Receiving Party or its Representatives. Moreover, upon the request of the Disclosing Party, the Receiving Party shall cooperate in assisting the Disclosing Party in terminating or preventing any third parties from disseminating or using the Confidential Information by securing evidence, obtaining witnesses and their affidavits and declarations, and assisting the Disclosing Party in any other reasonable manner.
- 2.5 In the event that 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 of the Confidential Information received from Disclosing Party, Receiving Party will, to the extent permitted and reasonably feasible under the circumstances, provide Disclosing Party with prompt written notice so that 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. Receiving Party shall cooperate with Disclosing Party in seeking the protective order or other appropriate remedy so that 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, 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.
- 2.6 Within fifteen (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 cause 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 certify such return and/or destruction in writing to Disclosing Party within such 15 day period; provided, however, that Receiving Party 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 Receiving Party’s electronic records archival system until such items are destroyed in accordance with Receiving Party’s normal destruction policies and provided

further that notwithstanding the expiration of this Agreement pursuant to Section 3.13, all provisions of this Agreement shall continue to apply with full force and effect to any materials containing Confidential Information which are retained by Receiving Party or its Representatives following a written request for the return or destruction thereof pursuant to this Section 2.6. Compliance with this Section 2.6 shall not relieve 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 LETTER 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 Receiving Party hereby acknowledges and agrees that any Confidential Information disclosed to the Receiving Party 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 would be inadequate. The Receiving Party agrees, therefore, on behalf of itself and its Representatives that the Disclosing Party shall 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 to the Receiving Party hereunder, and all intellectual property rights therein. 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. 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 Tennessee. This Agreement shall be binding upon the Parties hereto and upon their respective successors and assigns.

3.12 All notices, requests, claims, demands and other communications under this Agreement shall be in writing and shall be deemed given (i) upon receipt, if by personal delivery, by electronic mail, or by a recognized overnight courier service or (ii) three days after deposit with the U.S. Postal Service (first-class mail postage prepaid, return receipt requested), to the Parties at the following addresses (or at such other address for a Party as shall be specified by like notice):

(a) if to Tennessee:

BECKY MACK
MANAGER, BUSINESS DEVELOPMENT
TENNESSEE GAS PIPELINE COMPANY, L.L.C.
1001 LOUISIANA STREET
HOUSTON, TEXAS 77002
BECKY_MACK@KINDERMORGAN.COM

(b): if to 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; provided, however, that with respect to Confidential Information which constitutes a trade secret under applicable law, the Receiving Party's obligations pursuant to this Agreement shall survive so long as the Confidential Information remains a trade secret. For the avoidance of doubt, any Confidential Information retained by Receiving Party or its Representatives following a request for the return or destruction thereof pursuant to Section 2.7 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, each of which shall be deemed to be an original, but all of which shall constitute the same agreement.

IN WITNESS WHEREOF, the Parties have caused their signatures to be hereto affixed as of the date first written above.

TENNESSEE GAS PIPELINE COMPANY, L.L.C.

By: _____

Name:

Title:

Date:

[INSERT COUNTERPARTY]

By: _____

Name: [INSERT]

Title: [INSERT]

Date: