
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 10-Q

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended **September 30, 2015**

or

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission file number: **001-35081**



KINDER MORGAN, INC.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of
incorporation or organization)

80-0682103

(I.R.S. Employer
Identification No.)

1001 Louisiana Street, Suite 1000, Houston, Texas 77002

(Address of principal executive offices)(zip code)

Registrant's telephone number, including area code: **713-369-9000**

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Website, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. Large accelerated filer Accelerated filer Non-accelerated filer Smaller reporting company

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

As of October 21, 2015, the registrant had 2,231,514,695 Class P shares outstanding.

KINDER MORGAN, INC. AND SUBSIDIARIES
TABLE OF CONTENTS

	Page Number
Glossary	2
Information Regarding Forward-Looking Statements	3
PART I. FINANCIAL INFORMATION	
Item 1. Financial Statements (Unaudited)	
Consolidated Statements of Income - Three and Nine Months Ended September 30, 2015 and 2014	4
Consolidated Statements of Comprehensive Income - Three and Nine Months Ended September 30, 2015 and 2014	5
Consolidated Balance Sheets - September 30, 2015 and December 31, 2014	6
Consolidated Statements of Cash Flows - Nine Months Ended September 30, 2015 and 2014	7
Consolidated Statements of Stockholders' Equity - Nine Months Ended September 30, 2015 and 2014	8
Notes to Consolidated Financial Statements	9
Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations	
General and Basis of Presentation	39
Results of Operations	39
Financial Condition	55
Item 3. Quantitative and Qualitative Disclosures About Market Risk	58
Item 4. Controls and Procedures	58
PART II. OTHER INFORMATION	
Item 1. Legal Proceedings	58
Item 1A. Risk Factors	58
Item 2. Unregistered Sales of Equity Securities and Use of Proceeds	58
Item 3. Defaults Upon Senior Securities	58
Item 4. Mine Safety Disclosures	59
Item 5. Other Information	59
Item 6. Exhibits	59
Signature	60

KINDER MORGAN, INC. AND SUBSIDIARIES

GLOSSARY

Company Abbreviations

CIG	= Colorado Interstate Gas Company, L.L.C.	KMI	= Kinder Morgan, Inc. and its majority-owned and/or controlled subsidiaries
Copano	= Copano Energy, L.L.C.		
CPG	= Cheyenne Plains Gas Pipeline Company, L.L.C.	KMLP	= Kinder Morgan Louisiana Pipeline LLC
Elba Express	= Elba Express Company, L.L.C.	KMP	= Kinder Morgan Energy Partners, L.P. and its majority-owned and controlled subsidiaries
EPB	= El Paso Pipeline Partners, L.P. and its majority-owned and controlled subsidiaries	KMR	= Kinder Morgan Management, LLC
EPNG	= El Paso Natural Gas Company, L.L.C.	SFPP	= SFPP, L.P.
EPPOC	= El Paso Pipeline Partners Operating Company, L.L.C.	SLNG	= Southern LNG Company, L.L.C.
KMEP	= Kinder Morgan Energy Partners, L.P.	SNG	= Southern Natural Gas Company, L.L.C.
KMGP	= Kinder Morgan G.P., Inc.	TGP	= Tennessee Gas Pipeline Company, L.L.C.

Unless the context otherwise requires, references to “we,” “us,” or “our,” are intended to mean Kinder Morgan, Inc. and its majority-owned and/or controlled subsidiaries.

Common Industry and Other Terms

/d	= per day	FASB	= Financial Accounting Standards Board
AFUDC	= allowance for funds used during construction	FERC	= Federal Energy Regulatory Commission
BBtu	= billion British Thermal Units	GAAP	= United States Generally Accepted Accounting Principles
Bcf	= billion cubic feet		
CERCLA	= Comprehensive Environmental Response, Compensation and Liability Act	LLC	= limited liability company
CO ₂	= carbon dioxide or our CO ₂ business segment	MBbl	= thousand barrels
CPUC	= California Public Utilities Commission	MMBbl	= million barrels
DCF	= distributable cash flow	NGL	= natural gas liquids
DD&A	= depreciation, depletion and amortization	NYMEX	= New York Mercantile Exchange
EBDA	= earnings before depreciation, depletion and amortization expenses, including amortization of excess cost of equity investments	NYSE	= New York Stock Exchange
EPA	= United States Environmental Protection Agency	OTC	= over-the-counter
		PHMSA	= United States Department of Transportation Pipeline and Hazardous Materials Safety Administration

When we refer to cubic feet measurements, all measurements are at a pressure of 14.73 pounds per square inch.

Information Regarding Forward-Looking Statements

This report includes forward-looking statements. These forward-looking statements are identified as any statement that does not relate strictly to historical or current facts. They use words such as “anticipate,” “believe,” “intend,” “plan,” “projection,” “forecast,” “strategy,” “position,” “continue,” “estimate,” “expect,” “may,” or the negative of those terms or other variations of them or comparable terminology. In particular, expressed or implied statements concerning future actions, conditions or events, future operating results or the ability to generate sales, income or cash flow or to pay dividends are forward-looking statements. Forward-looking statements are not guarantees of performance. They involve risks, uncertainties and assumptions. Future actions, conditions or events and future results of operations may differ materially from those expressed in these forward-looking statements. Many of the factors that will determine these results are beyond our ability to control or predict.

See “Information Regarding Forward-Looking Statements” and Part I, Item 1A. “Risk Factors” in our Annual Report on Form 10-K for the year ended December 31, 2014 (2014 Form 10-K) and Item 1A “Risk Factors” included elsewhere in this report for a more detailed description of factors that may affect the forward-looking statements. You should keep these risk factors in mind when considering forward-looking statements. These risk factors could cause our actual results to differ materially from those contained in any forward-looking statement. Because of these risks and uncertainties, you should not place undue reliance on any forward-looking statement. We plan to provide updates to projections included in this report when we believe previously disclosed projections no longer have a reasonable basis.

PART I. FINANCIAL INFORMATION
Item 1. Financial Statements.

KINDER MORGAN, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF INCOME
(In Millions, Except Per Share Amounts)
(Unaudited)

	<u>Three Months Ended</u> <u>September 30,</u>		<u>Nine Months Ended</u> <u>September 30,</u>	
	<u>2015</u>	<u>2014</u>	<u>2015</u>	<u>2014</u>
Revenues				
Natural gas sales	\$ 744	\$ 1,043	\$ 2,206	\$ 3,154
Services	2,015	2,050	5,948	5,655
Product sales and other	948	1,198	2,613	3,466
Total Revenues	<u>3,707</u>	<u>4,291</u>	<u>10,767</u>	<u>12,275</u>
Operating Costs, Expenses and Other				
Costs of sales	1,106	1,642	3,281	4,895
Operations and maintenance	612	557	1,707	1,580
Depreciation, depletion and amortization	617	520	1,725	1,518
General and administrative	160	135	540	461
Taxes, other than income taxes	108	105	339	326
Loss on impairments and disposals of long-lived assets, net	385	—	489	3
Other income, net	(2)	—	(5)	—
Total Operating Costs, Expenses and Other	<u>2,986</u>	<u>2,959</u>	<u>8,076</u>	<u>8,783</u>
Operating Income	<u>721</u>	<u>1,332</u>	<u>2,691</u>	<u>3,492</u>
Other Income (Expense)				
Earnings from equity investments	114	107	330	306
Loss on impairments of equity investments	—	—	(26)	—
Amortization of excess cost of equity investments	(13)	(12)	(39)	(33)
Interest, net	(540)	(432)	(1,524)	(1,320)
Other, net	9	30	33	56
Total Other Expense	<u>(430)</u>	<u>(307)</u>	<u>(1,226)</u>	<u>(991)</u>
Income Before Income Taxes	291	1,025	1,465	2,501
Income Tax Expense	<u>(108)</u>	<u>(246)</u>	<u>(521)</u>	<u>(624)</u>
Net Income	183	779	944	1,877
Net Loss (Income) Attributable to Noncontrolling Interests	<u>3</u>	<u>(450)</u>	<u>4</u>	<u>(977)</u>
Net Income Attributable to Kinder Morgan, Inc.	<u>\$ 186</u>	<u>\$ 329</u>	<u>\$ 948</u>	<u>\$ 900</u>
Class P Shares				
Basic Earnings Per Common Share	<u>\$ 0.08</u>	<u>\$ 0.32</u>	<u>\$ 0.43</u>	<u>\$ 0.87</u>
Basic Weighted Average Shares Outstanding	<u>2,203</u>	<u>1,028</u>	<u>2,173</u>	<u>1,028</u>
Diluted Earnings Per Common Share	<u>\$ 0.08</u>	<u>\$ 0.32</u>	<u>\$ 0.43</u>	<u>\$ 0.87</u>
Diluted Weighted Average Shares Outstanding	<u>2,203</u>	<u>1,028</u>	<u>2,181</u>	<u>1,028</u>
Dividends Per Common Share Declared for the Period	<u>\$ 0.51</u>	<u>\$ 0.44</u>	<u>\$ 1.48</u>	<u>\$ 1.29</u>

The accompanying notes are an integral part of these consolidated financial statements.

KINDER MORGAN, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(In Millions)
(Unaudited)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2015	2014	2015	2014
Net income	\$ 183	\$ 779	\$ 944	\$ 1,877
Other comprehensive income (loss), net of tax				
Change in fair value of hedge derivatives (net of tax (expense) benefit of \$(60), \$(37), \$(25) and \$4, respectively)	104	121	44	(20)
Reclassification of change in fair value of derivatives to net income (net of tax benefit (expense) of \$37, \$1, \$111 and \$(8), respectively)	(63)	(1)	(192)	29
Foreign currency translation adjustments (net of tax benefit of \$45, \$23, \$98 and \$24, respectively)	(79)	(73)	(170)	(79)
Benefit plan adjustments (net of tax expense of \$-, \$(1), \$(4) and \$-, respectively)	1	(1)	7	—
Total other comprehensive (loss) income	(37)	46	(311)	(70)
Comprehensive income	146	825	633	1,807
Comprehensive loss (income) attributable to noncontrolling interests	3	(478)	4	(933)
Comprehensive income attributable to KMI	<u>\$ 149</u>	<u>\$ 347</u>	<u>\$ 637</u>	<u>\$ 874</u>

The accompanying notes are an integral part of these consolidated financial statements.

KINDER MORGAN, INC. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS
(In Millions, Except Share and Per Share Amounts)

	<u>September 30, 2015</u>	<u>December 31, 2014</u>
	<u>(Unaudited)</u>	
ASSETS		
Current Assets		
Cash and cash equivalents	\$ 179	\$ 315
Accounts receivable, net	1,404	1,641
Inventories	445	459
Fair value of derivative contracts	529	535
Deferred income taxes	50	56
Other current assets	460	746
Total current assets	<u>3,067</u>	<u>3,752</u>
Property, plant and equipment, net	40,608	38,564
Investments	5,943	6,036
Goodwill	24,952	24,654
Other intangibles, net	3,619	2,302
Deferred income taxes	5,327	5,651
Deferred charges and other assets	2,161	2,090
Total Assets	<u>\$ 85,677</u>	<u>\$ 83,049</u>
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current Liabilities		
Current portion of debt	\$ 3,003	\$ 2,717
Accounts payable	1,226	1,588
Accrued interest	563	637
Accrued contingencies	322	383
Other current liabilities	1,077	1,037
Total current liabilities	<u>6,191</u>	<u>6,362</u>
Long-term liabilities and deferred credits		
Long-term debt		
Outstanding	39,675	38,212
Preferred interest in general partner of KMP	100	100
Debt fair value adjustments	1,855	1,785
Total long-term debt	<u>41,630</u>	<u>40,097</u>
Other long-term liabilities and deferred credits	2,014	2,164
Total long-term liabilities and deferred credits	<u>43,644</u>	<u>42,261</u>
Total Liabilities	<u>49,835</u>	<u>48,623</u>
Commitments and contingencies (Notes 3 and 9)		
Stockholders' Equity		
Class P shares, \$0.01 par value, 4,000,000,000 shares authorized, 2,227,894,462 and 2,125,147,116 shares, respectively, issued and outstanding	22	21
Preferred stock, \$0.01 par value, 10,000,000 shares authorized, none outstanding	—	—
Additional paid-in capital	40,062	36,178
Retained deficit	(4,242)	(2,106)
Accumulated other comprehensive loss	(328)	(17)
Total Kinder Morgan, Inc.'s stockholders' equity	<u>35,514</u>	<u>34,076</u>
Noncontrolling interests	328	350
Total Stockholders' Equity	<u>35,842</u>	<u>34,426</u>
Total Liabilities and Stockholders' Equity	<u>\$ 85,677</u>	<u>\$ 83,049</u>

The accompanying notes are an integral part of these consolidated financial statements.

KINDER MORGAN, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS
(In Millions)
(Unaudited)

	Nine Months Ended September 30,	
	2015	2014
Cash Flows From Operating Activities		
Net income	\$ 944	\$ 1,877
Adjustments to reconcile net income to net cash provided by operating activities		
Depreciation, depletion and amortization	1,725	1,518
Deferred income taxes	524	369
Amortization of excess cost of equity investments	39	33
Loss on impairments and disposals of long-lived assets and equity investments, net	515	3
Earnings from equity investments	(330)	(306)
Distributions from equity investment earnings	289	294
Pension contributions and noncash pension benefit credits	(78)	(79)
Changes in components of working capital, net of the effects of acquisitions		
Accounts receivable, net	304	23
Income tax receivable	195	—
Inventories	2	(29)
Other current assets	82	3
Accounts payable	(264)	(90)
Accrued interest, net of interest rate swaps	(72)	(113)
Accrued contingencies and other current liabilities	6	228
Other, net	(374)	(239)
Net Cash Provided by Operating Activities	3,507	3,492
Cash Flows From Investing Activities		
Business acquisitions, net of cash acquired	(1,864)	(961)
Acquisitions of other assets and investments	(55)	(139)
Capital expenditures	(2,999)	(2,678)
Contributions to investments	(69)	(342)
Distributions from equity investments in excess of cumulative earnings	181	138
Other, net	84	(38)
Net Cash Used in Investing Activities	(4,722)	(4,020)
Cash Flows From Financing Activities		
Issuances of debt	12,281	13,399
Payments of debt	(11,893)	(11,585)
Debt issue costs	(20)	(52)
Issuances of shares	3,833	—
Cash dividends	(3,084)	(1,304)
Repurchases of shares and warrants	(12)	(192)
Contributions from noncontrolling interests	7	1,638
Distributions to noncontrolling interests	(25)	(1,491)
Other, net	(1)	(2)
Net Cash Provided by Financing Activities	1,086	411
Effect of Exchange Rate Changes on Cash and Cash Equivalents	(7)	(9)
Net decrease in Cash and Cash Equivalents	(136)	(126)
Cash and Cash Equivalents, beginning of period	315	598
Cash and Cash Equivalents, end of period	\$ 179	\$ 472
Non-cash Investing and Financing Activities		
Assets acquired by the assumption or incurrence of liabilities	\$ 1,680	\$ 73
Net assets contributed to equity investment	\$ 46	\$ —
Supplemental Disclosures of Cash Flow Information		
Cash paid during the period for interest (net of capitalized interest)	\$ 1,596	\$ 1,446
Cash (refunded) paid during the period for income taxes, net	\$ (183)	\$ 228

The accompanying notes are an integral part of these consolidated financial statements.

KINDER MORGAN, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY
(In Millions)
(Unaudited)

Nine Months Ended September 30, 2015

	Outstanding shares	Par value of common shares	Additional paid-in capital	Retained deficit	Accumulated other comprehensive loss	Stockholders' equity attributable to KMI	Non- controlling interests	Total
Beginning Balance at December 31, 2014	2,125	\$ 21	\$ 36,178	\$ (2,106)	\$ (17)	\$ 34,076	\$ 350	\$34,426
Issuances of shares	101	1	3,832			3,833		3,833
Warrants repurchased			(12)			(12)		(12)
EP Trust I Preferred security conversions	1		23			23		23
Warrants exercised			2			2		2
Restricted shares	1		40			40		40
Net income				948		948	(4)	944
Distributions						—	(25)	(25)
Contributions						—	7	7
Cash dividends				(3,084)		(3,084)		(3,084)
Other			(1)			(1)		(1)
Other comprehensive loss					(311)	(311)		(311)
Ending Balance at September 30, 2015	2,228	\$ 22	\$ 40,062	\$ (4,242)	\$ (328)	\$ 35,514	\$ 328	\$35,842

Nine Months Ended September 30, 2014

	Outstanding shares	Par value of common shares	Additional paid-in capital	Retained deficit	Accumulated other comprehensive loss	Stockholders' equity attributable to KMI	Non- controlling interests	Total
Beginning Balance at December 31, 2013	1,031	\$ 10	\$ 14,479	\$ (1,372)	\$ (24)	\$ 13,093	\$ 15,192	\$28,285
Shares repurchased	(3)		(94)			(94)		(94)
Warrants repurchased			(98)			(98)		(98)
Restricted shares			38			38		38
Impact from equity transactions of KMP, EPB and KMR			29			29	(44)	(15)
Net income				900		900	977	1,877
Distributions						—	(1,491)	(1,491)
Contributions						—	1,638	1,638
Cash dividends				(1,304)		(1,304)		(1,304)
Other			7			7	(4)	3
Other comprehensive loss					(26)	(26)	(44)	(70)
Ending Balance at September 30, 2014	1,028	\$ 10	\$ 14,361	\$ (1,776)	\$ (50)	\$ 12,545	\$ 16,224	\$28,769

The accompanying notes are an integral part of these consolidated financial statements.

KINDER MORGAN, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

1. General

Organization

We are the largest energy infrastructure and the third largest energy company in North America with an enterprise value of approximately \$110 billion. We own an interest in or operate approximately 84,000 miles of pipelines and 165 terminals. Our pipelines transport natural gas, refined petroleum products, crude oil, condensate, CO₂ and other products, and our terminals transload and store petroleum products, ethanol and chemicals, and handle such products as coal, petroleum coke and steel. We are also the leading producer and transporter of CO₂, which is utilized for enhanced oil recovery projects in North America.

On November 26, 2014, we completed our acquisition, pursuant to three separate merger agreements, of all of the outstanding common units of KMP and EPB and all of the outstanding shares of KMR that we did not already own. The transactions, valued at approximately \$77 billion, are referred to collectively as the “Merger Transactions.” On January 1, 2015, EPB and its subsidiary, EPPOC merged with and into KMP. References to EPB refer to EPB for periods prior to its merger into KMP.

Prior to the Merger Transactions, we owned an approximate 10% limited partner interest (including our interest in KMR) and the 2% general partner interest including incentive distribution rights in KMP, and an approximate 39% limited partner interest and the 2% general partner interest and incentive distribution rights in EPB. Effective with the Merger Transactions, the incentive distribution rights held by the general partner of KMP were eliminated.

The earnings recorded by KMP, EPB and KMR that are attributed to their units and shares, respectively, held by the public prior to the Merger Transactions are reported as “Net loss (income) attributable to noncontrolling interests” in our accompanying consolidated statements of income.

Basis of Presentation

General

Our reporting currency is U.S. dollars, and all references to dollars are U.S. dollars, unless stated otherwise. Our accompanying unaudited consolidated financial statements have been prepared under the rules and regulations of the United States Securities and Exchange Commission (SEC). These rules and regulations conform to the accounting principles contained in the FASB’s Accounting Standards Codification, the single source of GAAP. Under such rules and regulations, all significant intercompany items have been eliminated in consolidation. Additionally, certain amounts from prior years have been reclassified to conform to the current presentation.

In the nine months ended September 30, 2015, we adopted Accounting Standards Updates (ASU) 2015-03, “*Interest-Imputation of Interest (Subtopic 835-30): Simplifying the Presentation of Debt Issuance Costs*” and ASU 2015-15, “*Interest—Imputation of Interest (Subtopic 835-30): Presentation and Subsequent Measurement of Debt Issuance Costs Associated with Line-of-Credit Arrangements—Amendments to SEC Paragraphs Pursuant to Staff Announcement at June 18, 2015 EITF Meeting (SEC Update)*.” These ASUs are designed to simplify presentation of debt issuance costs. The standards require that debt issuance costs related to a recognized debt liability, except for line-of-credit debt issuance costs, be presented in the balance sheet as an offset to the carrying amount of that debt liability, consistent with debt discounts. The application of this new accounting guidance resulted in the reclassification of \$149 million of debt issuance costs from “Deferred charges and other assets” to “Debt fair value adjustments” in our accompanying consolidated balance sheet as of December 31, 2014.

Interim results are not necessarily indicative of results for a full year; accordingly, you should read these consolidated financial statements in conjunction with our consolidated financial statements and related notes included in our 2014 Form 10-K.

Impairments

During the three and nine months ended September 30, 2015, we recorded non-cash pre-tax impairment charges of \$387 million and \$523 million, respectively. These amounts include \$388 million and \$397 million for the three and nine months ended September 30, 2015, respectively, within our CO₂ business segment primarily related to our Goldsmith oil and gas field,

primarily driven by a decrease in commodity prices during the quarter. The nine months ended September 30, 2015 amount also includes \$99 million of impairments, related to the sale of certain gas gathering and processing assets within our Oklahoma midstream operations and the continued deterioration of the commodity price environment, and \$26 million related to our investments in Fort Union Gas Gathering L.L.C. and Bighorn Gas Gathering L.L.C., which are all included in our Natural Gas Pipelines business segment.

As conditions warrant, we routinely evaluate our assets for potential triggering events that could impact the fair value of certain assets or our ability to recover the carrying value of long-lived assets. Such assets include accounts receivable, equity investments, goodwill, other intangibles and property plant and equipment, including oil and gas properties and in-process construction. Depending on the nature of the asset, these evaluations require the use of significant judgments including but not limited to judgments related to customer credit worthiness, future cash flow estimates, future volume expectations, current and future commodity prices, management's decisions to dispose of certain assets, as well as general economic conditions and the related demand for products handled or transported by our assets. In the current commodity price environment and to the extent conditions further deteriorate, we may identify additional triggering events that may necessitate further impairments to the carrying value of our assets. Such non-cash impairments could have a significant effect on our results of operations.

Earnings per Share

We calculate earnings per share using the two-class method. Earnings were allocated to Class P shares of common stock and participating securities based on the amount of dividends paid in the current period plus an allocation of the undistributed earnings or excess distributions over earnings to the extent that each security participates in earnings or excess distributions over earnings. Our unvested restricted stock awards do not participate in excess distributions over earnings.

The following tables set forth the allocation of net income available to shareholders of Class P shares and participating securities and the reconciliation of Basic Weighted Average Shares Outstanding to Diluted Weighted Average Shares Outstanding (in millions):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2015	2014	2015	2014
Class P	\$ 182	\$ 327	\$ 938	\$ 892
Participating securities(a)	4	2	10	8
Net Income Attributable to Kinder Morgan, Inc.	<u>\$ 186</u>	<u>\$ 329</u>	<u>\$ 948</u>	<u>\$ 900</u>

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2015	2014	2015	2014
Basic Weighted Average Shares Outstanding	2,203	1,028	2,173	1,028
Effect of dilutive securities:				
Warrants(b)	—	—	8	—
Diluted Weighted Average Shares Outstanding	<u>2,203</u>	<u>1,028</u>	<u>2,181</u>	<u>1,028</u>

- (a) Participating securities are unvested restricted stock awards, which may be stock or stock units issued to management employees and include non-forfeitable dividend equivalent payments. As of September 30, 2015, there were approximately 8 million such restricted stock awards.
- (b) Each warrant entitles the holder to purchase one share of our common stock for an exercise price of \$40 per share, payable in cash or by cashless exercise, at any time until May 25, 2017.

The following potential common stock equivalents are antidilutive and, accordingly, are excluded from the determination of diluted earnings per share (in millions on a weighted-average basis):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2015	2014	2015	2014
Unvested restricted stock awards	8	7	7	7
Warrants to purchase our Class P shares	296	298	290	316
Convertible trust preferred securities	8	10	8	10

2. Acquisitions

Hiland Partners, LP

On February 13, 2015, we acquired Hiland Partners, LP, a privately held Delaware limited partnership (Hiland) for aggregate consideration of approximately \$3,120 million, including assumed debt. Approximately \$368 million of the debt assumed was immediately paid down after closing. Hiland's assets consist primarily of crude oil gathering and transportation pipelines and gas gathering and processing systems, primarily handling production from the Bakken Formation in North Dakota and Montana. The acquired gathering and processing assets are included in our Natural Gas Pipelines business segment while the acquired crude oil transport pipeline (Double H pipeline) is included in our Products Pipelines business segment.

Vopak Terminal Assets

On February 27, 2015, we acquired three U.S. terminals and one undeveloped site from Royal Vopak (Vopak) for approximately \$158 million in cash. The acquisition included (i) a 36-acre, 1,069,500-barrel storage facility at Galena Park, Texas that handles base oils, biodiesel and crude oil and is immediately adjacent to our Galena Park terminal facility; (ii) two terminals in North Carolina: one in North Wilmington that handles chemicals and black oil and the other in South Wilmington that is not currently operating; and (iii) an undeveloped waterfront access site in Perth Amboy, New Jersey. We include the acquired assets as part of the Terminals business segment.

Allocation of Purchase Price

The evaluation of the assigned fair values for the above acquisitions is ongoing and subject to adjustment. Our preliminary allocation of the purchase price for each of our significant acquisitions during the nine months ended September 30, 2015 is detailed below (in millions).

	Acquisitions	
	Hiland	Vopak Terminal Assets
Purchase Price Allocation:		
Current assets	\$ 82	\$ 2
Property, plant and equipment	1,504	155
Goodwill	316	7
Other intangibles(a)	1,481	—
Total assets acquired	3,383	164
Current liabilities	(259)	(2)
Debt	(1,411)	—
Other liabilities	(4)	(4)
Cash consideration	\$ 1,709	\$ 158

(a) Relates to customer contracts and relationships with a weighted average amortization period of 16.4 years.

After measuring all of the identifiable tangible and intangible assets acquired and liabilities assumed at fair value on the acquisition date, goodwill is an intangible asset representing the future economic benefits expected to be derived from an acquisition that are not assigned to other identifiable, separately recognizable assets. We believe the primary items that generated our goodwill are both the value of the synergies created between the acquired assets and our pre-existing assets, and

our expected ability to grow the business we acquired by leveraging our pre-existing business experience. We expect our recorded goodwill associated with the above acquisitions to be deductible for tax purposes.

Asset Purchase

On July 15, 2015, we purchased from Shell US Gas & Power LLC (Shell) its 49% interest in a joint venture, Elba Liquefaction Company (ELC), that was in the pre-construction stage of development for liquefaction facilities at Elba Island, Georgia. The transaction was treated as an asset purchase with the net cash consideration of \$185 million attributed to incremental costs of construction. The purchase gives us full ownership and control of ELC. Therefore, we prospectively changed our method of accounting for ELC from the equity method to full consolidation. Shell continues to subscribe to 100% of the liquefaction capacity.

3. Debt

We classify our debt based on the contractual maturity dates of the underlying debt instruments. We defer costs associated with debt issuance over the applicable term. These costs are then amortized as interest expense in our accompanying consolidated statements of income. The following table provides detail on the principal amount of our outstanding debt balances. The table amounts exclude all debt fair value adjustments, including debt discounts and premiums (in millions):

	September 30, 2015	December 31, 2014
<i>KMI</i>		
Senior notes, 1.50% through 8.25%, due 2015 through 2098(a)	\$ 13,385	\$ 11,438
Credit facility due November 26, 2019(b)	275	850
Commercial paper borrowings(b)	193	386
<i>KMP</i>		
Senior notes, 2.65% through 9.00%, due 2015 through 2044(c)	20,360	20,660
TGP senior notes, 7.00% through 8.375%, due 2016 through 2037	1,790	1,790
EPNG senior notes, 5.95% through 8.625%, due 2017 through 2032	1,115	1,115
Copano senior notes, 7.125%, due April 1, 2021	332	332
CIG senior notes, 5.95% through 6.85%, due 2015 through 2037	440	475
SNG notes, 4.40% through 8.00%, due 2017 through 2032	1,211	1,211
<i>Other Subsidiary Borrowings (as obligor)</i>		
Kinder Morgan Finance Company, LLC, senior notes, 5.70% through 6.40%, due 2016 through 2036	1,636	1,636
Hiland Partners Holdings LLC, senior notes, 5.50% and 7.25%, due 2020 and 2022	974	—
EPC Building, LLC, promissory note, 3.967%, due 2015 through 2035	445	453
Preferred securities, 4.75%, due March 31, 2028	221	280
KMGP, \$1,000 Liquidation Value Series A Fixed-to-Floating Rate Term Cumulative Preferred Stock	100	100
Other miscellaneous debt	301	303
Total debt – KMI and Subsidiaries	42,778	41,029
Less: Current portion of debt(d)	3,003	2,717
Total long-term debt – KMI and Subsidiaries(e)	\$ 39,775	\$ 38,312

- (a) September 30, 2015 amount includes senior notes that are denominated in Euros and have been converted and are reported at the September 30, 2015 exchange rate of 1.1177 U.S. dollars per Euro. From the issuance date of these senior notes in March 2015 through September 30, 2015, our debt increased by \$40 million as a result of the change in the exchange rate of U.S. dollars per Euro. We entered into cross-currency swap agreements associated with these senior notes (see Note 5 “Risk Management—Foreign Currency Risk Management”).
- (b) As of September 30, 2015 and December 31, 2014, the weighted average interest rates on our credit facility borrowings, including commercial paper borrowings, were 1.34% and 1.54%, respectively.
- (c) On January 1, 2015, EPB and EPPOC merged with and into KMP. On that date, KMP succeeded EPPOC as the issuer of approximately \$2.9 billion of EPPOC’s senior notes, which were guaranteed by EPB, and EPB and EPPOC ceased to be obligors for those senior notes.
- (d) Amounts include outstanding credit facility and commercial paper borrowings.
- (e) Excludes our “Debt fair value adjustments” which, as of September 30, 2015 and December 31, 2014, increased our combined debt balances by \$1,855 million and \$1,785 million, respectively. In addition to all unamortized debt discount/premium amounts, debt

issuance costs (resulting from the implementation of ASU Nos. 2015-03 and 2015-15) and purchase accounting on our debt balances, our debt fair value adjustments also include amounts associated with the offsetting entry for hedged debt and any unamortized portion of proceeds received from the early termination of interest rate swap agreements.

Credit Facilities

As of September 30, 2015, we had \$275 million outstanding under our five-year \$4.0 billion revolving credit facility, \$193 million outstanding under our \$4.0 billion commercial paper program and \$117 million in letters of credit. Our availability under this facility as of September 30, 2015 was \$3,415 million. Borrowings under our revolving credit facility can be used for working capital and other general corporate purposes and as a backup to our commercial paper program. Borrowings under our commercial paper program reduce the borrowings allowed under our credit facility.

On February 13, 2015, in connection with the Hiland acquisition, we entered into and made borrowings of \$1,641 million under a new six-month bridge credit facility with UBS AG, Stamford Branch. Interest under this bridge credit facility was charged at the same rate as our \$4.0 billion revolving credit facility. Prior to March 31, 2015, we repaid the outstanding borrowings and the facility was terminated on April 6, 2015.

Hiland Debt Acquired

As of the February 13, 2015 Hiland acquisition date, we assumed (i) \$975 million in principal amount of senior notes (which were valued at \$1,043 million as of the acquisition date) and (ii) \$368 million of other borrowings that were immediately repaid after closing, primarily consisting of borrowings outstanding under a revolving credit facility. The senior notes are subject to our cross guarantee agreement discussed in Note 11.

Long-term Debt Issuances and Repayments

Apart from the assumption of the Hiland debt discussed above, following are significant long-term debt issuances and repayments made during the nine months ended September 30, 2015:

Issuances	\$800 million 5.05% notes due 2046
	\$815 million 1.50% notes due 2022(a)
	\$543 million 2.25% notes due 2027(a)
Repayments	\$300 million 5.625% notes due 2015
	\$250 million 5.15% notes due 2015

(a) Senior notes are denominated in Euros and are presented above in U.S. dollars at the exchange rate on the issuance date of 1.0860 U.S. dollars per Euro. At the time of issuance, we entered into cross-currency swap agreements effectively converting these senior notes to U.S. dollars (see Note 5 “Risk Management—*Foreign Currency Risk Management*”).

4. Stockholders’ Equity

Common Equity

As of September 30, 2015, our common equity consisted of our Class P common stock. For additional information regarding our Class P common stock, see Note 10 to our consolidated financial statements included in our 2014 Form 10-K.

On June 12, 2015, we announced that our board of directors approved a warrant repurchase program authorizing us to repurchase in the aggregate up to \$100 million of warrants. As of September 30, 2015, we had \$91 million of availability remaining under the above announced program. As of December 31, 2014, we had \$2 million available for repurchases under our 2014 repurchase program, which was exhausted in June 2015.

On December 19, 2014, we entered into an equity distribution agreement authorizing us to issue and sell through or to the managers party thereto, as sales agents and/or principals, shares of our Class P common stock having an aggregate offering of up to \$5.0 billion from time to time during the term of this agreement. During the nine months ended September 30, 2015, we issued and sold 101,290,190 shares of our Class P common stock pursuant to the equity distribution agreement, and issued an additional 1,324,318 shares after September 30, 2015 to settle sales made on or before September 30, 2015, resulting in net proceeds of \$3.9 billion.

Dividends

Holders of our common stock share equally in any dividend declared by our board of directors, subject to the rights of the holders of any outstanding preferred stock. The following table provides information about our per share dividends:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2015	2014	2015	2014
Per common share cash dividend declared for the period	\$ 0.51	\$ 0.44	\$ 1.48	\$ 1.29
Per common share cash dividend paid in the period	\$ 0.49	\$ 0.43	\$ 1.42	\$ 1.26

On October 21, 2015, our board of directors declared a cash dividend of \$0.51 per share for the quarterly period ended September 30, 2015, which is payable on November 13, 2015 to shareholders of record as of November 2, 2015.

5. Risk Management

Certain of our business activities expose us to risks associated with unfavorable changes in the market price of natural gas, NGL and crude oil. We also have exposure to interest rate and foreign currency risk as a result of the issuance of our debt obligations. Pursuant to our management's approved risk management policy, we use derivative contracts to hedge or reduce our exposure to certain of these risks. In addition, we have legacy power forward and swap contracts for which we entered into offsetting positions that eliminate the price risks associated with these power contracts.

As of December 31, 2014, we had discontinued hedge accounting on certain of our crude derivative contracts as we did not expect them to continue to be highly effective, for accounting purposes, in offsetting the variability in cash flows. This was caused primarily by volatility in basis differentials. As the forecasted transactions are still probable, accumulated gains and losses remain in other comprehensive income until earnings are impacted by the forecasted transactions. Changes in the derivative contracts' fair value subsequent to the discontinuance of hedge accounting are reported in earnings. We re-designate certain of these hedging relationships as the expected effectiveness improves to required levels.

Energy Commodity Price Risk Management

As of September 30, 2015, we had the following outstanding commodity forward contracts to hedge our forecasted energy commodity purchases and sales:

	Net open position long/(short)	
Derivatives designated as hedging contracts		
Crude oil fixed price	(23.0)	MMBbl
Crude oil basis	(9.4)	MMBbl
Natural gas fixed price	(41.2)	Bcf
Natural gas basis	(16.7)	Bcf
Derivatives not designated as hedging contracts		
Crude oil fixed price	(1.8)	MMBbl
Crude oil basis	(1.7)	MMBbl
Natural gas fixed price	(20.6)	Bcf
Natural gas basis	(15.0)	Bcf
NGL and other fixed price	(1.9)	MMBbl

As of September 30, 2015, the maximum length of time over which we have hedged, for accounting purposes, our exposure to the variability in future cash flows associated with energy commodity price risk is through December 2018. We have additional economic hedge contracts not designated as accounting hedges through December 2019.

Interest Rate Risk Management

As of September 30, 2015 and December 31, 2014, we had a combined notional principal amount of \$9,700 million and \$9,200 million, respectively, of fixed-to-variable interest rate swap agreements, effectively converting the interest expense

associated with certain series of senior notes from fixed rates to variable rates based on an interest rate of London Interbank Offered Rate (LIBOR) plus a spread. All of our swap agreements have termination dates that correspond to the maturity dates of the related series of senior notes and, as of September 30, 2015, the maximum length of time over which we have hedged a portion of our exposure to the variability in the value of this debt due to interest rate risk is through March 15, 2035.

Foreign Currency Risk Management

In connection with the issuance of our Euro denominated senior notes in March 2015 (see Note 3), we entered into cross-currency swap agreements to manage the related foreign currency risk by effectively converting all of the fixed-rate Euro denominated debt, including annual interest payments and the payment of principal at maturity, to U.S. dollar denominated debt at fixed rates equivalent to approximately 3.79% and 4.67% for the 7-year and 12-year senior notes, respectively. These cross-currency swaps are accounted for as cash flow hedges. The terms of the cross-currency swap agreements correspond to the related hedged senior notes, and such agreements have the same maturities as the hedged senior notes.

Fair Value of Derivative Contracts

The following table summarizes the fair values of our derivative contracts included in our accompanying consolidated balance sheets (in millions):

		Fair Value of Derivative Contracts			
		Asset derivatives		Liability derivatives	
		September 30, 2015	December 31, 2014	September 30, 2015	December 31, 2014
Derivatives designated as hedging contracts	Location	Fair value		Fair value	
Natural gas and crude derivative contracts	Fair value of derivative contracts/ (Other current liabilities)	\$ 347	\$ 309	\$ (33)	\$ (34)
	Deferred charges and other assets/ (Other long-term liabilities and deferred credits)	233	6	(4)	—
Subtotal		580	315	(37)	(34)
Interest rate swap agreements	Fair value of derivative contracts/ (Other current liabilities)	153	143	—	—
	Deferred charges and other assets/ (Other long-term liabilities and deferred credits)	361	260	(1)	(53)
Subtotal		514	403	(1)	(53)
Cross-currency swap agreements	Fair value of derivative contracts/ (Other current liabilities)	—	—	(14)	—
	Deferred charges and other assets/ (Other long-term liabilities and deferred credits)	1	—	(21)	—
Subtotal		1	—	(35)	—
Total		1,095	718	(73)	(87)
Derivatives not designated as hedging contracts					
Natural gas, crude, NGL and other derivative contracts	Fair value of derivative contracts/ (Other current liabilities)	23	73	(4)	(2)
	Deferred charges and other assets/ (Other long-term liabilities and deferred credits)	13	196	(1)	—
Subtotal		36	269	(5)	(2)
Power derivative contracts	Fair value of derivative contracts/ (Other current liabilities)	6	10	(30)	(57)
	Deferred charges and other assets/ (Other long-term liabilities and deferred credits)	—	—	—	(16)
Subtotal		6	10	(30)	(73)
Total		42	279	(35)	(75)
Total derivatives		\$ 1,137	\$ 997	\$ (108)	\$ (162)

Effect of Derivative Contracts on the Income Statement

The following tables summarize the impact of our derivative contracts on our accompanying consolidated statements of income (in millions):

Derivatives in fair value hedging relationships	Location	Gain/(loss) recognized in income on derivatives and related hedged item			
		Three Months Ended September 30,		Nine Months Ended September 30,	
		2015	2014	2015	2014
Interest rate swap agreements	Interest, net	\$ 251	\$ (25)	\$ 163	\$ 87
Hedged fixed rate debt	Interest, net	\$ (283)	\$ 25	\$ (166)	\$ (87)

Derivatives in cash flow hedging relationships	Gain/(loss) recognized in OCI on derivative (effective portion)(a)		Location	Gain/(loss) reclassified from Accumulated OCI into income (effective portion)(b)		Location	Gain/(loss) recognized in income on derivative (ineffective portion and amount excluded from effectiveness testing)	
	Three Months Ended September 30,			Three Months Ended September 30,			Three Months Ended September 30,	
	2015	2014		2015	2014		2015	2014
Energy commodity derivative contracts	\$ 119	\$ 121	Revenues—Natural gas sales	\$ 4	\$ 9	Revenues—Natural gas sales	\$ —	\$ —
			Revenues—Product sales and other	60	(5)	Revenues—Product sales and other	(6)	26
			Costs of sales	(2)	(2)	Costs of sales	—	—
Interest rate swap agreements	(4)	—	Interest, net	(1)	(1)	Interest, net	—	—
Cross-currency swap	(11)	—	Other, net	2	—			
Total	\$ 104	\$ 121	Total	\$ 63	\$ 1	Total	\$ (6)	\$ 26

Derivatives in cash flow hedging relationships	Gain/(loss) recognized in OCI on derivative (effective portion)(a)		Location	Gain/(loss) reclassified from Accumulated OCI into income (effective portion)(b)		Location	Gain/(loss) recognized in income on derivative (ineffective portion and amount excluded from effectiveness testing)	
	Nine Months Ended September 30,			Nine Months Ended September 30,			Nine Months Ended September 30,	
	2015	2014		2015	2014		2015	2014
Energy commodity derivative contracts	\$ 72	\$ (10)	Revenues—Natural gas sales	\$ 29	\$ —	Revenues—Natural gas sales	\$ —	\$ —
			Revenues—Product sales and other	161	(30)	Revenues—Product sales and other	4	(6)
			Costs of sales	(21)	4	Costs of sales	—	—
Interest rate swap agreements	(6)	(10)	Interest, net	(2)	(3)	Interest, net	—	—
Cross-currency swap	(22)	—	Other, net	25	—			
Total	\$ 44	\$ (20)	Total	\$ 192	\$ (29)	Total	\$ 4	\$ (6)

- (a) We expect to reclassify an approximate \$161 million gain associated with cash flow hedge price risk management activities included in our accumulated other comprehensive loss balances as of September 30, 2015 into earnings during the next twelve months (when the associated forecasted sales and purchases are also expected to occur), however, actual amounts reclassified into earnings could vary materially as a result of changes in market prices.
- (b) Amounts reclassified were the result of the hedged forecasted transactions actually affecting earnings (i.e., when the forecasted sales and purchases actually occurred).

Derivatives not designated as accounting hedges	Location	Gain/(loss) recognized in income on derivatives			
		Three Months Ended September 30,		Nine Months Ended September 30,	
		2015	2014	2015	2014
Energy commodity derivative contracts	Revenues—Natural gas sales	\$ 6	\$ 4	\$ 9	\$ (12)
	Revenues—Product sales and other	169	5	173	6
	Costs of sales	—	(3)	—	4
	Other expense (income)	—	—	—	(2)
Total(a)	\$ 175	\$ 6	\$ 182	\$ (4)	

(a) For the three and nine months ended September 30, 2015, includes approximate gains of \$19 million and \$21 million, respectively, associated with natural gas, crude and NGL derivative contract settlements.

Credit Risks

In conjunction with the purchase of exchange-traded derivative contracts or when the market value of our derivative contracts with specific counterparties exceeds established limits, we are required to provide collateral to our counterparties, which may include posting letters of credit or placing cash in margin accounts. As of both September 30, 2015 and December 31, 2014, we had \$2 million and \$20 million, respectively, of outstanding letters of credit supporting our commodity price risk management program. As of September 30, 2015 and December 31, 2014, we had cash margins of \$14 million and \$47 million posted as collateral and \$32 million and \$13 million, respectively, held as collateral.

We also have agreements with certain counterparties to our derivative contracts that contain provisions requiring the posting of additional collateral upon a decrease in our credit rating. As of September 30, 2015, based on our current market positions and posted collateral, we estimate that if our credit rating were downgraded one or two notches, we would not be required to post additional collateral.

Reporting of Amounts Reclassified Out of Accumulated Other Comprehensive Loss

Cumulative revenues, expenses, gains and losses that under GAAP are included within our comprehensive income but excluded from our earnings are reported as “Accumulated other comprehensive loss” within “Stockholders’ Equity” in our consolidated balance sheets. Changes in the components of our “Accumulated other comprehensive loss” not including non-controlling interests are summarized as follows (in millions):

	Net unrealized gains/(losses) on cash flow hedge derivatives	Foreign currency translation adjustments	Pension and other postretirement liability adjustments	Total accumulated other comprehensive loss
Balance as of December 31, 2014	\$ 327	\$ (108)	\$ (236)	\$ (17)
Other comprehensive loss before reclassifications	44	(170)	7	(119)
Amounts reclassified from accumulated other comprehensive loss	(192)	—	—	(192)
Net current-period other comprehensive loss	(148)	(170)	7	(311)
Balance as of September 30, 2015	\$ 179	\$ (278)	\$ (229)	\$ (328)
	Net unrealized gains/(losses) on cash flow hedge derivatives	Foreign currency translation adjustments	Pension and other postretirement liability adjustments	Total accumulated other comprehensive loss
Balance as of December 31, 2013	\$ (3)	\$ 2	\$ (23)	\$ (24)
Other comprehensive loss before reclassifications	(8)	(31)	2	(37)
Amounts reclassified from accumulated other comprehensive loss	11	—	—	11
Net current-period other comprehensive loss	3	(31)	2	(26)
Balance as of September 30, 2014	\$ —	\$ (29)	\$ (21)	\$ (50)

6. Fair Value

The fair values of our financial instruments are separated into three broad levels (Levels 1, 2 and 3) based on our assessment of the availability of observable market data and the significance of non-observable data used to determine fair value. Each fair value measurement must be assigned to a level corresponding to the lowest level input that is significant to the fair value measurement in its entirety.

The three broad levels of inputs defined by the fair value hierarchy are as follows:

- Level 1 Inputs—quoted prices (unadjusted) in active markets for identical assets or liabilities that the reporting entity has the ability to access at the measurement date;
- Level 2 Inputs—inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly. If the asset or liability has a specified (contractual) term, a Level 2 input must be observable for substantially the full term of the asset or liability; and
- Level 3 Inputs—unobservable inputs for the asset or liability. These unobservable inputs reflect the entity’s own assumptions about the assumptions that market participants would use in pricing the asset or liability, and are developed based on the best information available in the circumstances (which might include the reporting entity’s own data).

Fair Value of Derivative Contracts

The following two tables summarize the fair value measurements of our (i) energy commodity derivative contracts; (ii) interest rate swap agreements; and (iii) cross-currency swap agreements, based on the three levels established by the Codification (in millions). The tables also identify the impact of derivative contracts which we have elected to present on our accompanying consolidated balance sheets on a gross basis that are eligible for netting under master netting agreements.

	Balance sheet asset fair value measurements by level				Gross amount	Contracts available for netting	Cash collateral held(b)	Net amount
	Level 1	Level 2	Level 3					
As of September 30, 2015								
Energy commodity derivative contracts(a)	\$ 54	\$ 561	\$ 7	\$ 622	\$ (40)	\$ (32)	\$ 550	
Interest rate swap agreements	\$ —	\$ 514	\$ —	\$ 514	\$ (1)	\$ —	\$ 513	
Cross-currency swap agreements	\$ —	\$ 1	\$ —	\$ 1	\$ (1)	\$ —	\$ —	
As of December 31, 2014								
Energy commodity derivative contracts(a)	\$ 49	\$ 533	\$ 12	\$ 594	\$ (46)	\$ (13)	\$ 535	
Interest rate swap agreements	\$ —	\$ 403	\$ —	\$ 403	\$ (44)	\$ —	\$ 359	

	Balance sheet liability fair value measurements by level				Gross amount	Contracts available for netting	Collateral posted(c)	Net amount
	Level 1	Level 2	Level 3					
As of September 30, 2015								
Energy commodity derivative contracts(a)	\$ (9)	\$ (33)	\$ (30)	\$ (72)	\$ 40	\$ 14	\$ (18)	
Interest rate swap agreements	\$ —	\$ (1)	\$ —	\$ (1)	\$ 1	\$ —	\$ —	
Cross-currency swap agreements	\$ —	\$ (35)	\$ —	\$ (35)	\$ 1	\$ —	\$ (34)	
As of December 31, 2014								
Energy commodity derivative contracts(a)	\$ (25)	\$ (11)	\$ (73)	\$ (109)	\$ 46	\$ 47	\$ (16)	
Interest rate swap agreements	\$ —	\$ (53)	\$ —	\$ (53)	\$ 44	\$ —	\$ (9)	

- (a) Level 1 consists primarily of NYMEX natural gas futures. Level 2 consists primarily of OTC West Texas Intermediate swaps and options. Level 3 consists primarily of power derivative contracts.
- (b) Cash margin deposits held by us associated with our energy commodity contract positions and OTC swap agreements and reported within “Other current liabilities” on our accompanying consolidated balance sheets.
- (c) Cash margin deposits posted by us associated with our energy commodity contract positions and OTC swap agreements and reported within “Other current assets” on our accompanying consolidated balance sheets.

The table below provides a summary of changes in the fair value of our Level 3 energy commodity derivative contracts (in millions):

Significant unobservable inputs (Level 3)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2015	2014	2015	2014
Derivatives-net asset (liability)				
Beginning of Period	\$ (37)	\$ (116)	\$ (61)	\$ (110)
Total gains or (losses)				
Included in earnings	(1)	14	(1)	—
Included in other comprehensive loss	—	10	—	—
Settlements	15	13	39	31
End of Period	<u>\$ (23)</u>	<u>\$ (79)</u>	<u>\$ (23)</u>	<u>\$ (79)</u>
The amount of total gains or (losses) for the period included in earnings attributable to the change in unrealized gains or (losses) relating to assets held at the reporting date	<u>\$ —</u>	<u>\$ 16</u>	<u>\$ 2</u>	<u>\$ (4)</u>

As of September 30, 2015, our Level 3 derivative assets and liabilities consisted primarily of power derivative contracts, where a significant portion of fair value is calculated from underlying market data that is not readily observable. The derived values use industry standard methodologies that may consider the historical relationships among various commodities, modeled market prices, time value, volatility factors and other relevant economic measures. The use of these inputs results in management's best estimate of fair value.

Fair Value of Financial Instruments

The estimated fair value of our outstanding debt balances (the carrying amounts below include both short-term and long-term and debt fair value adjustments), is disclosed below (in millions):

	September 30, 2015		December 31, 2014	
	Carrying value	Estimated fair value	Carrying value	Estimated fair value
Total debt	\$ 44,633	\$ 41,136	\$ 42,814	\$ 43,582

We used Level 2 input values to measure the estimated fair value of our outstanding debt balances as of both September 30, 2015 and December 31, 2014.

7. Reportable Segments

Financial information by segment follows (in millions):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2015	2014	2015	2014
Revenues				
Natural Gas Pipelines				
Revenues from external customers	\$ 2,176	\$ 2,745	\$ 6,444	\$ 7,766
Intersegment revenues	8	6	16	11
CO ₂	517	508	1,316	1,445
Terminals				
Revenues from external customers	469	433	1,395	1,244
Intersegment revenues	—	—	1	1
Products Pipelines				
Revenues from external customers	467	520	1,388	1,578
Intersegment revenues	—	—	1	—
Kinder Morgan Canada	68	73	193	210
Other	—	3	3	5
Total segment revenues	3,705	4,288	10,757	12,260
Other revenues	10	9	28	27
Less: Total intersegment revenues	(8)	(6)	(18)	(12)
Total consolidated revenues	<u>\$ 3,707</u>	<u>\$ 4,291</u>	<u>\$ 10,767</u>	<u>\$ 12,275</u>

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2015	2014	2015	2014
Segment Earnings Before DD&A(a)				
Natural Gas Pipelines	\$ 993	\$ 1,182	\$ 2,936	\$ 3,207
CO ₂	29	388	605	1,083
Terminals	249	249	798	692
Products Pipelines	288	222	811	632
Kinder Morgan Canada	42	50	120	138
Other	(9)	6	(55)	13
Total segment earnings before DD&A	1,592	2,097	5,215	5,765
DD&A expense	(617)	(520)	(1,725)	(1,518)
Amortization of excess cost of equity investments	(13)	(12)	(39)	(33)
Other revenues	10	9	28	27
General and administrative expense	(160)	(135)	(540)	(461)
Interest expense, net of unallocable interest income	(539)	(431)	(1,525)	(1,325)
Unallocable income tax expense	(90)	(229)	(470)	(578)
Total consolidated net income	<u>\$ 183</u>	<u>\$ 779</u>	<u>\$ 944</u>	<u>\$ 1,877</u>

	September 30, 2015	December 31, 2014
Assets		
Natural Gas Pipelines	\$ 54,725	\$ 52,532
CO ₂	4,906	5,227
Terminals	9,212	8,850
Products Pipelines	8,471	7,179
Kinder Morgan Canada	1,452	1,593
Other	427	455
Total segment assets	79,193	75,836
Corporate assets(b)	6,438	7,157
Assets held for sale	46	56
Total consolidated assets	<u>\$ 85,677</u>	<u>\$ 83,049</u>

- (a) We evaluate performance based on each segment's earnings before DD&A. Amounts include revenues, earnings from equity investments, allocable interest income, and other, net, less operating expenses, allocable income taxes, and other expense (income), net, and losses on impairments and disposals of long-lived assets, net and equity investments. Operating expenses include natural gas purchases and other costs of sales, operations and maintenance expenses, and taxes, other than income taxes.
- (b) Includes cash and cash equivalents, margin and restricted deposits, unallocable interest receivable, prepaid assets and deferred charges, deferred tax assets, risk management assets related to debt fair value adjustments and miscellaneous corporate assets (such as information technology and telecommunications equipment) not allocated to individual segments.

8. Income Taxes

Income tax expense included in our accompanying consolidated statements of income were as follows (in millions, except percentages):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2015	2014	2015	2014
Income tax expense	\$ 108	\$ 246	\$ 521	\$ 624
Effective tax rate	37.1%	24.0%	35.6%	25.0%

Income tax expense for the three months ended September 30, 2015 is approximately \$108 million resulting in an effective tax rate of 37.1%, as compared with \$246 million income tax expense and an effective tax rate of 24.0%, for the same period of 2014. The effective tax rate for the three months ended September 30, 2015 is higher than the statutory federal rate of 35% primarily due to state and foreign income taxes, partially offset by dividend-received deductions from our investment in Florida Gas Pipeline (Citrus) and adjustments to our income tax reserve for uncertain tax positions.

Income tax expense for the nine months ended September 30, 2015 is approximately \$521 million resulting in an effective tax rate of 35.6%, as compared with \$624 million income tax expense and an effective tax rate of 25.0%, for the same period of 2014. The effective tax rate for the nine months ended September 30, 2015 is marginally higher than the statutory federal rate of 35% primarily due to state and foreign income taxes, offset by (i) dividend-received deductions from our investment in Citrus; (ii) the change in the effective state tax rate as a result of the Hiland acquisition; and (iii) adjustments to our income tax reserve for uncertain tax positions.

The effective tax rate for the three months ended September 30, 2014 is lower than the statutory federal rate of 35% primarily due to the net effect of consolidating KMP's and EPB's income tax provisions and dividend-received deductions from our investment in Citrus, partially offset by state income taxes.

The effective tax rate for the nine months ended September 30, 2014 is lower than the statutory federal rate of 35% primarily due to the net effect of consolidating KMP's and EPB's income tax provisions and dividend-received deductions from our investment in Citrus. These decreases are partially offset by state income taxes and the amortization of the deferred charge recorded as a result of the drop-downs of TGP, EPNG, and the midstream assets.

As of September 30, 2015, the total amount of unrecognized tax benefits relating to uncertain tax positions is \$156 million, a decrease of \$33 million from the December 31, 2014 balance of \$189 million. This \$33 million decrease in unrecognized tax benefits resulted primarily from the settlement of a claim for refund and certain statute of limitations expiration related to state income taxes.

9. Litigation, Environmental, Other Contingencies and Commitments

We and our subsidiaries are parties to various legal, regulatory and other matters arising from the day-to-day operations of our businesses that may result in claims against the Company. Although no assurance can be given, we believe, based on our experiences to date and taking into account established reserves, that the ultimate resolution of such items will not have a material adverse impact on our business, financial position, results of operations or dividends to our shareholders. We believe we have meritorious defenses to the matters to which we are a party and intend to vigorously defend the Company. When we determine a loss is probable of occurring and is reasonably estimable, we accrue an undiscounted liability for such contingencies based on our best estimate using information available at that time. If the estimated loss is a range of potential outcomes and there is no better estimate within the range, we accrue the amount at the low end of the range. We disclose contingencies where an adverse outcome may be material, or in the judgment of management, we conclude the matter should otherwise be disclosed.

Federal Energy Regulatory Commission Proceedings

SFPP

The tariffs and rates charged by SFPP are subject to a number of ongoing proceedings at the FERC, including the complaints and protests of various shippers. In general, these complaints and protests allege the rates and tariffs charged by SFPP are not just and reasonable under the Interstate Commerce Act (ICA). In late June of 2014, certain shippers filed additional complaints with the FERC (docketed at OR14-35 and OR14-36) challenging SFPP's adjustments to its rates in 2012 and 2013 for inflation under the FERC's indexing regulations. If the shippers are successful in proving these claims or other of their claims, they are entitled to seek reparations (which may reach back up to two years prior to the filing of their complaints) or refunds of any excess rates paid, and SFPP may be required to reduce its rates going forward. These proceedings tend to be protracted, with decisions of the FERC often appealed to the federal courts. The issues involved in these proceedings include, among others, whether indexed rate increases are justified, and the appropriate level of return and income tax allowance we may include in our rates. With respect to all of the SFPP proceedings at the FERC, we estimate that the shippers are seeking approximately \$20 million in annual rate reductions and approximately \$119 million in refunds. However, applying the principles of several recent FERC decisions in SFPP cases, as applicable, to pending cases would result in substantially lower rate reductions and refunds than those sought by the shippers. We do not expect refunds in these cases to have an impact on our dividends to our shareholders.

EPNG

The tariffs and rates charged by EPNG are subject to two ongoing FERC proceedings (the "2008 rate case" and the "2010 rate case"). With respect to the 2008 rate case, the FERC issued its decision (Opinion 517-A) in July 2015. FERC generally upheld its prior determinations, ordered refunds to be paid within 60 days, and stated that it will apply its findings in Opinion 517-A to the same issues in the 2010 rate case. EPNG has sought federal appellate review of Opinion 517-A. With respect to the 2010 rate case, the FERC issued its decision (Opinion 528) on October 17, 2013. EPNG sought rehearing on certain issues in Opinion 528. As required by Opinion 528, EPNG filed revised pro forma recalculated rates consistent with the terms of Opinion 528. The FERC also required an Administrative Law Judge (ALJ) to conduct an additional hearing concerning one of the issues in Opinion 528. On September 17, 2014, the ALJ issued an initial decision finding certain shippers qualify for lower rates under a prior settlement. EPNG has sought FERC review of the ALJ decision. EPNG believes it has an appropriate reserve related to the findings in Opinions 517-A and 528 for both rate cases. We do not expect refunds in these cases to have an impact on our dividends to our shareholders.

Other Commercial Matters

Union Pacific Railroad Company Easements & Related Litigation

SFPP and Union Pacific Railroad Company (UPRR) are engaged in a proceeding to determine the extent, if any, to which the rent payable by SFPP for the use of pipeline easements on rights-of-way held by UPRR should be adjusted pursuant to existing contractual arrangements for the ten-year period beginning January 1, 2004 (*Union Pacific Railroad Company v. Santa Fe Pacific Pipelines, Inc., SFPP, L.P., Kinder Morgan Operating L.P. "D", Kinder Morgan G.P., Inc., et al.*, Superior Court of the State of California for the County of Los Angeles, filed July 28, 2004). In September 2011, the trial judge determined that the annual rent payable as of January 1, 2004 was \$14 million, subject to annual consumer price index increases. Judgment was entered by the Superior Court on May 29, 2012 and SFPP appealed the judgment.

By notice dated October 25, 2013, UPRR demanded the payment of \$22.3 million in rent for the first year of the next ten-year period beginning January 1, 2014, which SFPP rejected.

On November 5, 2014, the Court of Appeals issued an opinion which reversed the judgment, including the award of prejudgment interest, and remanded the matter to the trial court for a determination of UPRR's property interest in its right-of-way, including whether UPRR has sufficient interest to grant SFPP's easements. UPRR filed a petition for rehearing with the Court of Appeals, and a subsequent petition for review to the California Supreme Court, both of which were denied.

On April 23, 2015, after the above-referenced decision by the California Court of Appeals which held that UPRR does not own the subsurface rights to grant certain easements and may not be able to collect rent from those easements, a purported class action lawsuit was filed in the U.S. District Court for the Northern District of California (Case No. 01842) by private landowners in California who claim to be the lawful owners of subsurface real property allegedly used or occupied by UPRR or SFPP. Substantially similar follow-on lawsuits have been filed in federal courts by landowners in Nevada, Arizona, New

Mexico and Texas. These suits, which are brought purportedly as class actions on behalf of all landowners who own land in fee adjacent to and underlying the railroad easement under which the SFPP pipeline is located in those respective states, assert claims against UPRR, SFPP, KMGP, and Kinder Morgan Operating L.P. “D” for declaratory judgment, trespass, ejectment, quiet title, unjust enrichment, accounting, and alleged unlawful business acts and practices arising from defendants’ alleged improper use or occupation of subsurface real property. SFPP views these cases as primarily a dispute between UPRR and the plaintiffs. UPRR purported to grant SFPP a network of subsurface pipeline easements along UPRR’s railroad right-of-way. SFPP relied on the validity of those easements and paid rent to UPRR for the value of those easements. We believe we have recorded a right-of-way liability sufficient to cover our potential liability, if any, for back rent.

SFPP and UPRR have engaged in multiple disputes over the circumstances under which SFPP must pay for relocations of its pipeline within the UPRR right-of-way and the safety standards that govern relocations. In 2006, following a bench trial regarding the circumstances under which SFPP must pay for relocations, the judge determined that SFPP must pay for any relocations resulting from any legitimate business purpose of the UPRR. The decision was affirmed on appeal. In addition, UPRR contends that SFPP must comply with the more expensive American Railway Engineering and Maintenance-of-Way Association (AREMA) standards in determining when relocations are necessary and in completing relocations. Each party has sought declaratory relief with respect to its positions regarding the application of these standards with respect to relocations. In 2011, a jury verdict was reached that SFPP was obligated to comply with AREMA standards in connection with a railroad project in Beaumont Hills, California. In 2014, the trial court entered judgment against SFPP, consistent with the jury’s verdict. On June 29, 2015, the parties entered into a confidential settlement of all of the claims relating to the project in Beaumont Hills and the case was dismissed.

Since SFPP does not know UPRR’s plans for projects or other activities that would cause pipeline relocations, it is difficult to quantify the effects of the outcome of these cases on SFPP. Even if SFPP is successful in advancing its positions, significant relocations for which SFPP must nonetheless bear the cost (i.e., for railroad purposes, with the standards in the federal Pipeline Safety Act applying) could have an adverse effect on our financial position, results of operations, cash flows, and our dividends to our shareholders. These effects could be even greater in the event SFPP is unsuccessful in one or more of these lawsuits.

Plains Gas Solutions, LLC v. Tennessee Gas Pipeline Company, L.L.C. et al.

On October 16, 2013, Plains Gas Solutions, LLC (Plains) filed a petition in the 151st Judicial District Court for Harris County, Texas (Case No. 62528) against TGP, Kinetica Partners, LLC and two other Kinetica entities. The case was removed to the United States District Court for the Southern District of Texas. The suit arises from the sale by TGP of the Cameron System in Louisiana to Kinetica Partners, LLC on September 1, 2013. Plains alleges that defendants breached a straddle agreement requiring that gas on the Cameron System be committed to Plains’ Grand Chenier gas-processing facility, that requisite daily volume reports were not provided, that TGP improperly assigned its obligations under the straddle agreement to Kinetica, and that defendants interfered with Plains’ contracts with producers. The petition alleges damages of at least \$100 million. Under the Amended and Restated Purchase and Sale Agreement with Kinetica, Kinetica is obligated to defend and indemnify TGP in connection with the gas commitment and reporting claims. After agreeing initially to defend and indemnify TGP against such claims, Kinetica withdrew its defense and disputed its indemnity obligation. We intend to vigorously defend the suit and pursue Kinetica, if necessary, for indemnity and costs of defense.

Brinckerhoff v. El Paso Pipeline GP Company, LLC., et al.

In December 2011 (*Brinckerhoff I*), March 2012, (*Brinckerhoff II*), May 2013 (*Brinckerhoff III*) and June 2014 (*Brinckerhoff IV*), derivative lawsuits were filed in Delaware Chancery Court against El Paso Corporation, El Paso Pipeline GP Company, L.L.C., the general partner of EPB, and the directors of the general partner at the time of the relevant transactions. EPB was named in these lawsuits as a “Nominal Defendant.” The lawsuits arise from the March 2010, November 2010, May 2012 and June 2011 drop-down transactions involving EPB’s purchase of SLNG, Elba Express, CPG and interests in SNG and CIG. The lawsuits allege various conflicts of interest and that the consideration paid by EPB was excessive. *Brinckerhoff I* and *II* were consolidated into one proceeding. Motions to dismiss were filed in *Brinckerhoff III* and *Brinckerhoff IV*, and such motions remain pending. On June 12, 2014, defendants’ motion for summary judgment was granted in *Brinckerhoff I*, dismissing the case in its entirety. Defendants’ motion for summary judgment in *Brinckerhoff II* was granted in part, dismissing certain claims and allowing the matter to go to trial in late 2014 on the remaining claims. On April 20, 2015, the Court issued a post-trial memorandum opinion (Memorandum Opinion) in *Brinckerhoff II* entering judgment in favor of all of the defendants other than the general partner of EPB, but finding the general partner liable for breach of contract in connection with EPB’s purchase of 49% interests in Elba and SLNG and a 15% interest in SNG in a \$1.13 billion drop-down transaction that closed on November 19, 2010 (Fall Dropdown), prior to our acquisition of El Paso Corporation in 2012. In its Memorandum Opinion, the Court determined that EPB suffered damages of \$171 million from the Fall Dropdown, which the Court determined to be

the amount that EPB overpaid for Elba. We believe the claim is derivative in nature and was extinguished by our acquisition on November 26, 2014, pursuant to a merger agreement, of all of the outstanding common units of EPB that we did not already own. On December 2, 2014, we filed a motion to dismiss the remaining claims in Brinckerhoff II based upon our acquisition of all of the outstanding common units of EPB. Oral argument on the motion was held on September 3, 2015 and we await the Court's decision. In the event our motion to dismiss is denied, we will consider an appeal to the Delaware Supreme Court once a final decision is issued. At the present time, we do not believe that an ultimate award, if any, will have a material financial impact on our Company. We continue to believe the transactions at issue were appropriate and in the best interests of EPB and we intend to continue to defend the lawsuits vigorously.

Price Reporting Litigation

Beginning in 2003, several lawsuits were filed by purchasers of natural gas against El Paso Corporation, El Paso Marketing L.P. and numerous other energy companies based on a claim under state antitrust law that such defendants conspired to manipulate the price of natural gas by providing false price information to industry trade publications that published gas indices. Several of the cases have been settled or dismissed. The remaining cases, which were pending in Nevada federal court, were dismissed, but the dismissal was reversed by the 9th Circuit Court of Appeals. The U.S. Supreme Court affirmed the 9th Circuit Court of Appeals in a decision dated April 21, 2015, and the cases were then remanded to the Nevada federal court for further consideration and trial, if necessary, of numerous remaining issues. Although damages in excess of \$140 million have been alleged in total against all defendants in one of the remaining lawsuits where a damage number is provided, there remains significant uncertainty regarding the validity of the causes of action, the damages asserted and the level of damages, if any, that may be allocated to us. Therefore, our costs and legal exposure related to the remaining outstanding lawsuits and claims are not currently determinable.

Kinder Morgan, Inc. Corporate Reorganization Litigation

Certain unitholders of KMP and EPB filed five putative class action lawsuits in the Court of Chancery of the State of Delaware in connection with the Merger Transactions, which the Court consolidated under the caption *In re Kinder Morgan, Inc. Corporate Reorganization Litigation* (Consolidated Case No. 10093-VCL). The plaintiffs originally sought to enjoin one or more of the proposed Merger Transactions, which relief the Court denied on November 5, 2014. On December 12, 2014, the plaintiffs filed a Verified Second Consolidated Amended Class Action Complaint, which purports to assert claims on behalf of both the former EPB unitholders and the former KMP unitholders. The EPB plaintiff alleged that (i) El Paso Pipeline GP Company, L.L.C. (*EPGP*), the general partner of EPB, and the directors of EPGP breached duties under the EPB partnership agreement, including the implied covenant of good faith and fair dealing, by entering into the EPB Transaction; (ii) EPB, E Merger Sub LLC, KMI and individual defendants aided and abetted such breaches; and (iii) EPB, E Merger Sub LLC, KMI, and individual defendants tortiously interfered with the EPB partnership agreement by causing EPGP to breach its duties under the EPB partnership agreement.

The KMP plaintiffs allege that (i) KMR, KMGP, and individual defendants breached duties under the KMP partnership agreement, including the implied duty of good faith and fair dealing, by entering into the KMP Transaction and by failing to adequately disclose material facts related to the transaction; (ii) KMI aided and abetted such breach; and (iii) KMI, KMP, KMR, P Merger Sub LLC, and individual defendants tortiously interfered with the rights of the plaintiffs and the putative class under the KMP partnership agreement by causing KMGP to breach its duties under the KMP partnership agreement. The complaint seeks declaratory relief that the transactions were unlawful and unenforceable, reformation, rescission, rescissory or compensatory damages, interest, and attorneys' and experts' fees and costs. On December 30, 2014, the defendants moved to dismiss the complaint. On April 2, 2015, the EPB plaintiff and the defendants submitted a stipulation and proposed order of dismissal, agreeing to dismiss all claims brought by the EPB plaintiff with prejudice as to the EPB lead plaintiff and without prejudice to all other members of the putative EPB class. The Court entered such order on April 2, 2015.

On August 24, 2015, the Court issued an order granting the defendants' motion to dismiss the remaining counts of the complaint for failure to state a claim. On September 21, 2015, plaintiffs filed a notice of appeal to the Supreme Court of the State of Delaware, captioned *Haynes Family Trust et al. v. Kinder Morgan G.P., Inc. et al.* (Case No. 515). The plaintiffs are only appealing the dismissal of claims brought against defendants KMGP, Ted A. Gardner, Gary L. Hultquist, and Perry M. Waughtal and not those asserted against KMI, P. Merger Sub LLC, Richard D. Kinder, Steven J. Kean, KMP and KMR. The defendants believe the allegations against them lack merit, and they intend to vigorously defend these lawsuits.

Kinder Morgan Energy Partners, L.P. Capex Litigation

Putative class action and derivative complaints were filed in the Court of Chancery in the State of Delaware against defendants KMI, KMGP and nominal defendant KMEP on February 5, 2014 and March 27, 2014 captioned *Slotoroff v. Kinder*

Morgan, Inc., Kinder Morgan G.P., Inc. et al (Case No. 9318) and *Burns et al v. Kinder Morgan, Inc., Kinder Morgan G.P., Inc. et al* (Case No. 9479) respectively. The cases were consolidated on April 8, 2014 (Consolidated Case No. 9318). The consolidated suit seeks to assert claims both individually and on behalf of a putative class consisting of all public holders of KMEP units during the period of February 5, 2011 through the date of the filing of the complaints. The suit alleges direct and derivative causes of action for breach of the partnership agreement, breach of the duty of good faith and fair dealing, aiding and abetting, and tortious interference. Among other things, the suit alleges that defendants made a bad faith allocation of capital expenditures to expansion capital expenditures rather than maintenance capital expenditures for the alleged purpose of “artificially” inflating KMEP’s distributions and growth rate. The suit alleges that hundreds of millions of dollars were distributed improperly and seeks disgorgement of any distributions to KMGP, KMI and any related entities, beyond amounts that would have been distributed in accordance with a “good faith” allocation of maintenance capital expenses, together with other unspecified monetary damages including punitive damages and attorney fees.

On August 14, 2015, the parties entered into a Stipulation and Agreement of Settlement pursuant to which defendants will pay \$27.5 million (the “Settlement Fund”) to a class of former holders of KMEP common units, and all claims asserted in the consolidated suit will be released. The settlement is subject to court approval following notice to the putative class members. If the court approves the settlement, the final judgment will also include a release of all claims asserted in the *Walker* litigation discussed below. Plaintiffs’ counsel is seeking an award of attorneys’ fees and litigation expenses from the Court which would be paid from the Settlement Fund. The Court has scheduled a hearing for November 23, 2015 to consider the proposed settlement as well as Plaintiff counsel’s request for fees and expenses. All of the defendants believe they acted properly, in good faith, and in a manner consistent with any and all legal, contractual and equitable duties and obligations, including those contained in the Limited Partnership Agreement. We are entering into this settlement solely to avoid the substantial burden, expense, inconvenience and distraction of continued litigation and to resolve each of the released claims.

Walker v. Kinder Morgan, Inc., Kinder Morgan G.P., Inc. et al.

On March 6, 2014, a putative class action and derivative complaint was filed in the District Court of Harris County, Texas (Case No. 2014-11872 in the 215th Judicial District) against KMI, KMGP, KMR, Richard D. Kinder, Steven J. Kean, Ted A. Gardner, Gary L. Hultquist, Perry M. Waughtal and nominal defendant KMEP. The suit was filed by Kenneth Walker, a purported unit holder of KMEP, and alleges derivative causes of action for alleged violation of duties owed under the partnership agreement, breach of the implied covenant of good faith and fair dealing, “abuse of control” and “gross mismanagement” in connection with the calculation of distributions and allocation of capital expenditures to expansion capital expenditures and maintenance capital expenditures. The suit seeks unspecified money damages, interest, punitive damages, attorney and expert fees, costs and expenses, unspecified equitable relief, and demands a trial by jury. By agreement of the parties, the case is stayed and all claims asserted in this action will be released with prejudice if the Delaware Court approves the settlement in the *Kinder Morgan Energy Partners, L.P. Capex Litigation* described above.

Pipeline Integrity and Releases

From time to time, despite our best efforts, our pipelines experience leaks and ruptures. These leaks and ruptures may cause explosions, fire, and damage to the environment, damage to property and/or personal injury or death. In connection with these incidents, we may be sued for damages caused by an alleged failure to properly mark the locations of our pipelines and/or to properly maintain our pipelines. Depending upon the facts and circumstances of a particular incident, state and federal regulatory authorities may seek civil and/or criminal fines and penalties.

General

As of September 30, 2015 and December 31, 2014, our total reserve for legal matters was \$441 million and \$400 million, respectively. The reserve primarily relates to various claims from regulatory rate and right-of-way proceedings arising in our products and natural gas pipeline segments and certain corporate matters. The overall increase in the reserve from December 31, 2014 is related to certain legal developments during the nine months ended September 30, 2015 on corporate matters.

Environmental Matters

We and our subsidiaries are subject to environmental cleanup and enforcement actions from time to time. In particular, CERCLA generally imposes joint and several liability for cleanup and enforcement costs on current and predecessor owners and operators of a site, among others, without regard to fault or the legality of the original conduct, subject to the right of a liable party to establish a “reasonable basis” for apportionment of costs. Our operations are also subject to federal, state and local laws and regulations relating to protection of the environment. Although we believe our operations are in substantial compliance with applicable environmental law and regulations, risks of additional costs and liabilities are inherent in pipeline,

terminal and CO₂ field and oil field operations, and there can be no assurance that we will not incur significant costs and liabilities. Moreover, it is possible that other developments, such as increasingly stringent environmental laws, regulations and enforcement policies under the terms of authority of those laws, and claims for damages to property or persons resulting from our operations, could result in substantial costs and liabilities to us.

We are currently involved in several governmental proceedings involving alleged violations of environmental and safety regulations. As we receive notices of non-compliance, we attempt to negotiate and settle such matters where appropriate. We do not believe that these alleged violations will have a material adverse effect on our business, financial position, results of operations or dividends to our shareholders.

We are also currently involved in several governmental proceedings involving groundwater and soil remediation efforts under administrative orders or related state remediation programs. We have established a reserve to address the costs associated with the cleanup.

In addition, we are involved with and have been identified as a potentially responsible party in several federal and state superfund sites. Environmental reserves have been established for those sites where our contribution is probable and reasonably estimable. In addition, we are from time to time involved in civil proceedings relating to damages alleged to have occurred as a result of accidental leaks or spills of refined petroleum products, NGL, natural gas and CO₂.

Portland Harbor Superfund Site, Willamette River, Portland, Oregon

In December 2000, the EPA issued General Notice letters to potentially responsible parties including GATX Terminals Corporation (n/k/a KMLT). At that time, GATX owned two liquids terminals along the lower reach of the Willamette River, an industrialized area known as Portland Harbor. Portland Harbor is listed on the National Priorities List and is designated as a Superfund Site under CERCLA. A group of potentially responsible parties formed what is known as the Lower Willamette Group (LWG), of which KMLT is a non-voting member and pays a minimal fee to be part of the group. The LWG agreed to conduct the remedial investigation and feasibility study (RI/FS) leading to the proposed remedy for cleanup of the Portland Harbor site. Once the EPA determines the cleanup remedy from the remedial investigations and feasibility studies conducted during the last decade at the site, it will issue a Record of Decision (ROD). Currently, KMLT and 90 other parties are involved in a non-judicial allocation process to determine each party's respective share of the cleanup costs. We are participating in the allocation process on behalf of KMLT and KMBT in connection with their current or former ownership or operation of four facilities located in Portland Harbor. We expect the RI/FS process to conclude in 2016, after which the EPA is expected to develop a proposed plan leading to a ROD targeted for 2017. The allocation process will follow the issuance of the ROD with an expected completion date of 2017. We anticipate that the cleanup activities will begin within two years after the ROD is issued.

Roosevelt Irrigation District v. Kinder Morgan G.P., Inc., Kinder Morgan Energy Partners, L.P., U.S. District Court, Arizona

The Roosevelt Irrigation District sued KMGP, KMEP and others under CERCLA for alleged contamination of the water purveyor's wells. The First Amended Complaint sought \$175 million in damages against approximately 70 defendants. On August 6, 2013 plaintiffs filed their Second Amended Complaint seeking monetary damages in unspecified amounts and reducing the number of defendants to 26 including KMEP and SFPP. The claims now presented against KMEP and SFPP are related to alleged releases from a specific parcel within the SFPP Phoenix Terminal and the alleged impact of such releases on water wells owned by the plaintiffs and located in the vicinity of the Terminal. We have filed an answer, general denial, and affirmative defenses in response to the Second Amended Complaint.

Mission Valley Terminal Lawsuit

In August 2007, the City of San Diego, on its own behalf and purporting to act on behalf of the People of the State of California, filed a lawsuit against us and several affiliates seeking injunctive relief and unspecified damages allegedly resulting from hydrocarbon and methyl tertiary butyl ether (MTBE) impacted soils and groundwater beneath the City's stadium property in San Diego arising from historic operations at the Mission Valley terminal facility. The case was filed in the Superior Court of California, San Diego County (Case No. 37-2007-00073033). On September 26, 2007, we removed the case to the U.S. District Court, Southern District of California (Case No. 07CV1883WCAB). The City disclosed in discovery that it is seeking approximately \$170 million in damages for alleged lost value/lost profit from the redevelopment of the City's property and alleged lost use of the water resources underlying the property. Later, in 2010, the City amended its initial disclosures to add claims for restoration of the site as well as a number of other claims that increased its claim for damages to approximately \$365 million.

On November 29, 2012, the Court issued a Notice of Tentative Rulings on the parties' summary adjudication motions. The Court tentatively granted our partial motions for summary judgment on the City's claims for water and real estate damages and the State's claims for violations of California Business and Professions Code § 17200, tentatively denied the City's motion for summary judgment on its claims of liability for nuisance and trespass, and tentatively granted our cross motion for summary judgment on such claims. On January 25, 2013, the Court rendered judgment in favor of all defendants on all claims asserted by the City.

On February 20, 2013, the City of San Diego filed a notice of appeal to the U.S. Court of Appeals for the Ninth Circuit. On May 21, 2015, the Court of Appeals issued a memorandum decision which affirmed the District Court's summary judgment in our favor with respect to the City's claim under California Safe Drinking Water and Toxic Enforcement Act, but reversed the District Court's summary judgment decision in our favor on the City's remaining claims, and also reversed the District Court's decision to exclude the City's expert testimony. On July 14, 2015, the Court of Appeals denied our petition for rehearing and issued a mandate returning the case to the U.S. District Court. We intend to pursue dispositive motions before the U.S. District Court and continue to vigorously defend the case.

This site remains under the regulatory oversight and order of the California Regional Water Quality Control Board (RWQCB). SFPP has completed the soil and groundwater remediation at the City of San Diego's stadium property site and conducted quarterly sampling and monitoring through 2014 as part of the compliance evaluation required by the RWQCB. SFPP expects the RWQCB to issue a notice of no further action with respect to the stadium property site. SFPP's remediation effort is now focused on its adjacent Mission Valley Terminal site.

Uranium Mines in Vicinity of Cameron, Arizona

In the 1950s and 1960s, Rare Metals Inc., a historical subsidiary of EPNG, mined approximately twenty uranium mines in the vicinity of Cameron, Arizona, many of which are located on the Navajo Indian Reservation. The mining activities were in response to numerous incentives provided to industry by the U.S. to locate and produce domestic sources of uranium to support the Cold War-era nuclear weapons program. In May 2012, EPNG received a general notice letter from the EPA notifying EPNG of the EPA's investigation of certain sites and its determination that the EPA considers EPNG to be a potentially responsible party within the meaning of CERCLA. In August 2013, EPNG and the EPA entered into an Administrative Order on Consent and Scope of Work pursuant to which EPNG will conduct a radiological assessment of the surface of the mines. On September 3, 2014, EPNG filed a complaint in the U.S. District Court for the District of Arizona (Case No. 3:14-08165-DGC) seeking cost recovery and contribution from the applicable federal government agencies toward the cost of environmental activities associated with the mines, given the pervasive control of such federal agencies over all aspects of the nuclear weapons program. Defendants filed an answer and counterclaims seeking contribution and recovery of response costs allegedly incurred by the federal agencies in investigating uranium impacts on the Navajo Reservation.

Lower Passaic River Study Area of the Diamond Alkali Superfund Site, Essex, Hudson, Bergen and Passaic Counties, New Jersey

EPEC Polymers, Inc. (EPEC Polymers) and EPEC Oil Company Liquidating Trust (EPEC Oil Trust), former El Paso Corporation entities now owned by KMI, are involved in an administrative action under CERCLA known as the Lower Passaic River Study Area Superfund Site (Site) concerning the lower 17-mile stretch of the Passaic River. It has been alleged that EPEC Polymers and EPEC Oil Trust may be potentially responsible parties under CERCLA based on prior ownership and/or operation of properties located along the relevant section of the Passaic River. EPEC Polymers and EPEC Oil Trust entered into two Administrative Orders on Consent (AOCs) which obligate them to investigate and characterize contamination at the Site. They are also part of a joint defense group (JDG) of approximately 70 cooperating parties which have entered into AOCs and are directing and funding the work required by the EPA. Under the first AOC, draft remedial investigation and feasibility studies (RI/FS) of the Site were submitted to the EPA in 2015, and comments from the EPA are expected by the end of 2016. Under the second AOC, the JDG members conducted a CERCLA removal action at the Passaic River Mile 10.9, and the group is currently conducting EPA-directed post-remedy monitoring in the removal area. We have established a reserve for the anticipated cost of compliance with the AOCs.

On April 11, 2014, the EPA announced the issuance of its Focused Feasibility Study (FFS) for the lower eight miles of the Passaic River Study Area, and its proposed plan for remedial alternatives to address the dioxin sediment contamination from the mouth of Newark Bay to River Mile 8.3. The EPA estimates the cost for the alternatives will range from \$365 million to \$3.2 billion. The EPA's preferred alternative would involve dredging the river bank-to-bank and installing an engineered cap at an estimated cost of \$1.7 billion. In its FFS, the EPA stated that it has identified over 100 industrial facilities as potentially

responsible parties and it is likely that there are hundreds more private and public entities that could be named in any litigation concerning responsibility for the Site contamination.

No final remedy for this portion of the Site will be selected until the public comment and response period for the FFS is completed and the Record of Decision (ROD) is issued by the EPA, which is expected by the end of 2015. Until the ROD is issued, there is uncertainty about what remedy will be implemented and the extent of potential costs. There is also uncertainty as to the impact of the RI/FS that the CPG is currently preparing for portions of the Site. The draft RI/FS was submitted by the CPG earlier in 2015 and proposes a different remedy than the FFS announced by the EPA. Therefore, the scope of potential EPA claims for the lower eight miles of the Passaic River is not reasonably estimable at this time.

Philadelphia and Point Breeze Terminals, Notices of Violation

On August 7, 2015, KMLT's Philadelphia Terminal received a Notice of Violation (NOV) from the Pennsylvania Department of Environmental Protection (PADEP) related to an alleged ethanol release from an above ground storage tank at the facility. The NOV alleged a failure to investigate and confirm a suspected release within the regulatory time period and failure of emergency containment to contain a release from a tank. On July 30, 2015, KMLT's Point Breeze Terminal received a NOV from the PADEP relating to an alleged violation of a regulatory requirement to remove storm water from the emergency containment areas surrounding above ground storage tanks at the facility prior to capacity of containment being reduced by ten percent (10%) or more. Following an informal administrative hearing with the PADEP on October 14, 2015 with respect to both matters, the NOV related to the Philadelphia Terminal was tentatively settled for approximately \$0.6 million and the NOV related to the Point Breeze Terminal was tentatively settled for approximately \$0.2 million.

Central Florida Pipeline Release, Tampa, Florida

On July 22, 2011, our subsidiary Central Florida Pipeline LLC (CFPL) reported a refined petroleum products release on a section of its 10-inch diameter pipeline near Tampa, Florida. The pipeline carries jet fuel and diesel to Orlando and was carrying jet fuel at the time of the incident. There was no fire and no injuries associated with the incident. CFPL cleaned up the release in coordination with federal, state and local agencies. The cause of the incident was determined to be a third party line strike. In August 2015, the EPA requested that CFPL engage in settlement discussions regarding potential penalties sought by the EPA under the Clean Water Act up to the statutory maximum of approximately \$0.9 million. Although CFPL does not believe it caused the incident, and is prepared to vigorously defend any claims that might be asserted by the EPA, we are engaging in good faith settlement negotiations as requested by the EPA.

Southeast Louisiana Flood Protection Litigation

On July 24, 2013, the Board of Commissioners of the Southeast Louisiana Flood Protection Authority - East (SLFPA) filed a petition for damages and injunctive relief in state district court for Orleans Parish, Louisiana (Case No. 13-6911) against TGP, SNG and approximately 100 other energy companies, alleging that defendants' drilling, dredging, pipeline and industrial operations since the 1930's have caused direct land loss and increased erosion and submergence resulting in alleged increased storm surge risk, increased flood protection costs and unspecified damages to the plaintiff. The SLFPA asserts claims for negligence, strict liability, public nuisance, private nuisance, and breach of contract. Among other relief, the petition seeks unspecified monetary damages, attorney fees, interest, and injunctive relief in the form of abatement and restoration of the alleged coastal land loss including but not limited to backfilling and re-vegetation of canals, wetlands and reef creation, land bridge construction, hydrologic restoration, shoreline protection, structural protection, and bank stabilization. On August 13, 2013, the suit was removed to the U.S. District Court for the Eastern District of Louisiana. On February 13, 2015, the Court granted defendants' motion to dismiss the suit for failure to state a claim, and issued an order dismissing the SLFPA's claims with prejudice. The SLFPA filed a notice of appeal on February 20, 2015.

Plaquemines Parish Louisiana Coastal Zone Litigation

On November 8, 2013, the Parish of Plaquemines, Louisiana filed a petition for damages in the state district court for Plaquemines Parish, Louisiana (Docket No. 60-999) against TGP and 17 other energy companies, alleging that defendants' oil and gas exploration, production and transportation operations in the Bastian Bay, Buras, Empire and Fort Jackson oil and gas fields of Plaquemines Parish caused substantial damage to the coastal waters and nearby lands (Coastal Zone) within the Parish, including the erosion of marshes and the discharge of oil waste and other pollutants which detrimentally affected the quality of state waters and plant and animal life, in violation of the State and Local Coastal Resources Management Act of 1978 (Coastal Zone Management Act). As a result of such alleged violations of the Coastal Zone Management Act, Plaquemines Parish seeks, among other relief, unspecified monetary relief, attorney fees, interest, and payment of costs necessary to restore the allegedly affected Coastal Zone to its original condition, including costs to clear, vegetate and detoxify the Coastal Zone. The

case was removed to the U.S. District Court for the Eastern District of Louisiana, but it has since been remanded to the state district court, where the parties are engaged in discovery. In connection with this suit, TGP has made two tenders for defense and indemnity: (1) to Anadarko, as successor to the entity that purchased TGP's oil and gas assets in Bastian Bay, and (2) to Kinetica, which purchased TGP's pipeline assets in Bastian Bay in 2013. Anadarko has accepted TGP's tender (limited to oil and gas assets), and Kinetica rejected TGP's tender. TGP responded to Kinetica by reasserting TGP's demand for defense and indemnity and reserving its rights.

General

Although it is not possible to predict the ultimate outcomes, we believe that the resolution of the environmental matters set forth in this note, and other matters to which we and our subsidiaries are a party, will not have a material adverse effect on our business, financial position, results of operations or cash flows. As of September 30, 2015 and December 31, 2014, we have accrued a total reserve for environmental liabilities in the amount of \$306 million and \$340 million, respectively. In addition, as of September 30, 2015 and December 31, 2014, we have recorded a receivable of \$13 million and \$14 million, respectively, for expected cost recoveries that have been deemed probable.

Commitments

Commitment for Jones Act Trade Fleet Expansion

In August 2015, we entered into a definitive agreement with Philly Tankers LLC totaling \$568 million for the construction of four new Tier II, LNG-conversion-ready tankers each with a capacity of 337 MBbl. The tankers are expected to be delivered between November 2016 and November 2017 and would increase our Jones Act tanker fleet to 16 ships by late 2017. Our obligation for payments due under the terms of this agreement total \$14 million in 2015; \$170 million in 2016; and \$384 million in 2017.

10. Recent Accounting Pronouncements

ASU No. 2014-09

On May 28, 2014, the FASB issued ASU No. 2014-09, "*Revenue from Contracts with Customers (Topic 606)*." This ASU is designed to create greater comparability for financial statement users across industries and jurisdictions. The provisions of ASU No. 2014-09 include a five-step process by which entities will recognize revenue to depict the transfer of goods or services to customers in amounts that reflect the payment to which an entity expects to be entitled in exchange for those goods or services. The standard also will require enhanced disclosures, provide more comprehensive guidance for transactions such as service revenue and contract modifications, and enhance guidance for multiple-element arrangements. ASU No. 2014-09 will be effective for us January 1, 2018. Early adoption is permitted for the interim periods within the adoption year. We are currently reviewing the effect of ASU No. 2014-09 on our revenue recognition and assessing the timing of our adoption.

ASU No. 2015-02

On February 18, 2015, the FASB issued ASU No. 2015-02, "*Consolidation (Topic 810) - Amendments to the Consolidated Analysis*." This ASU focuses on the consolidation evaluation for reporting organizations that are required to evaluate whether they should consolidate certain legal entities. ASU No. 2015-02 will be effective for us January 1, 2016. We are currently reviewing the effect of ASU No. 2015-02.

ASU No. 2015-11

On July 22, 2015, the FASB issued ASU No. 2015-11, "*Inventory (Topic 330): Simplifying the Measurement of Inventory*." This ASU requires entities to subsequently measure inventory at the lower of cost and net realizable value, and defines net realizable value as the estimated selling price in the ordinary course of business, less reasonably predictable costs of completion, disposal, and transportation. ASU No. 2015-11 will be effective for us January 1, 2017. We are currently reviewing the effect of ASU No. 2015-11.

11. Guarantee of Securities of Subsidiaries

KMI, along with its direct and indirect subsidiaries KMP and Copano, are issuers of certain public debt securities. After the completion of the Merger Transactions, KMI, KMP, Copano and substantially all of KMI's wholly owned domestic subsidiaries, entered into a cross guarantee agreement whereby each party to the agreement unconditionally guarantees, jointly and severally, the payment of specified indebtedness of each other party to the agreement. Accordingly, with the exception of certain subsidiaries identified as Subsidiary Non-Guarantors, the parent issuer, subsidiary issuers and other subsidiaries are all guarantors of each series of public debt. As a result of the cross guarantee agreement, a holder of any of the guaranteed public debt securities issued by KMI, KMP or Copano are in the same position with respect to the net assets, income and cash flows of KMI and the Subsidiary Issuers and Guarantors. The only amounts that are not available to the holders of each of the guaranteed public debt securities to satisfy the repayment of such securities are the net assets, income and cash flows of the Subsidiary Non-Guarantors.

In lieu of providing separate financial statements for each subsidiary issuer and guarantor, we have included the accompanying condensed consolidating financial statements based on Rule 3-10 of the SEC's Regulation S-X. We have presented each of the parent and subsidiary issuers in separate columns in this single set of condensed consolidating financial statements.

Excluding fair value adjustments, as of September 30, 2015, Parent Issuer and Guarantor, Subsidiary Issuer and Guarantor-KMP, Subsidiary Issuer and Guarantor-Copano, and Subsidiary Guarantors had \$13,853 million, \$20,360 million, \$332 million, and \$7,222 million of Guaranteed Notes outstanding, respectively. Included in the Subsidiary Guarantors debt balance as presented in the accompanying September 30, 2015 condensed consolidating balance sheets are approximately \$177 million of capitalized lease debt that is not subject to the cross guarantee agreement.

The accounts within the Parent Issuer and Guarantor, Subsidiary Issuer and Guarantor-KMP, Subsidiary Issuer and Guarantor-Copano, Subsidiary Guarantors and Subsidiary Non-Guarantors are presented using the equity method of accounting for investments in subsidiaries, including subsidiaries that are guarantors and non-guarantors, for purposes of these condensed consolidating financial statements only. These intercompany investments and related activity eliminate in consolidation and are presented separately in the accompanying balance sheets and statements of income and cash flows.

A significant amount of each Issuers' income and cash flow is generated by its respective subsidiaries. As a result, the funds necessary to meet its debt service and/or guarantee obligations are provided in large part by distributions or advances it receives from its respective subsidiaries. We utilize a centralized cash pooling program among our majority-owned and consolidated subsidiaries, including the Subsidiary Issuers and Guarantors and Subsidiary Non-Guarantors. The following Condensed Consolidating Statements of Cash Flows present the intercompany loan and distribution activity, as well as cash collection and payments made on behalf of our subsidiaries, as cash activities.

On January 1, 2015, EPB and its subsidiary, EPPOC merged with and into KMP with KMP surviving the merger. As a result of such merger, all of the wholly owned subsidiaries of EPB became wholly owned subsidiaries of KMP and effective January 1, 2015, EPB is no longer a Subsidiary Issuer and Guarantor. The condensed consolidating financial information reflects this transaction for all periods presented below.

Effective November 26, 2014, the Merger Transactions close date, KMR merged into KMI. Therefore, for all periods presented KMR's financial statement balances and activities are reflected within the Parent Issuer and Guarantor column.

Condensed Consolidating Statements of Income and Comprehensive Income
for the Three Months Ended September 30, 2015
(In Millions)
(Unaudited)

	Parent Issuer and Guarantor	Subsidiary Issuer and Guarantor - KMP	Subsidiary Issuer and Guarantor - Copano	Subsidiary Guarantors	Subsidiary Non- Guarantors	Consolidating Adjustments	Consolidated KMI
Total Revenues	\$ 9	\$ —	\$ —	\$ 3,289	\$ 421	\$ (12)	\$ 3,707
Operating costs, expenses and other							
Costs of sales	—	—	—	1,007	98	1	1,106
Depreciation, depletion and amortization	6	—	—	508	103	—	617
Other operating expenses	16	1	(2)	1,100	161	(13)	1,263
Total operating costs, expenses and other	22	1	(2)	2,615	362	(12)	2,986
Operating (loss) income	(13)	(1)	2	674	59	—	721
Other income (expense)							
Earnings from consolidated subsidiaries	366	484	48	376	10	(1,284)	—
Earnings from equity investments	—	—	—	114	—	—	114
Interest, net	(155)	23	(12)	(381)	(15)	—	(540)
Amortization of excess cost of equity investments and other, net	—	—	—	(5)	1	—	(4)
Income before income taxes	198	506	38	778	55	(1,284)	291
Income tax expense	(12)	(2)	—	(93)	(1)	—	(108)
Net income	186	504	38	685	54	(1,284)	183
Net loss attributable to noncontrolling interests	—	—	—	—	—	3	3
Net income attributable to controlling interests	\$ 186	\$ 504	\$ 38	\$ 685	\$ 54	\$ (1,281)	\$ 186
Net Income	\$ 186	\$ 504	\$ 38	\$ 685	\$ 54	\$ (1,284)	\$ 183
Total other comprehensive loss	(37)	(42)	—	(24)	(125)	191	(37)
Comprehensive income (loss)	149	462	38	661	(71)	(1,093)	146
Comprehensive loss attributable to noncontrolling interests	—	—	—	—	—	3	3
Comprehensive income (loss) attributable to controlling interests	\$ 149	\$ 462	\$ 38	\$ 661	\$ (71)	\$ (1,090)	\$ 149

Condensed Consolidating Statements of Income and Comprehensive Income
for the Three Months Ended September 30, 2014
(In Millions)
(Unaudited)

	Parent Issuer and Guarantor	Subsidiary Issuer and Guarantor - KMP	Subsidiary Issuer and Guarantor - Copano	Subsidiary Guarantors	Subsidiary Non- Guarantors	Consolidating Adjustments	Consolidated KMI
Total Revenues	\$ 9	\$ —	\$ —	\$ 3,649	\$ 637	\$ (4)	\$ 4,291
Operating costs, expenses and other							
Costs of sales	—	—	—	1,510	124	8	1,642
Depreciation, depletion and amortization	5	—	—	423	92	—	520
Other operating expenses	4	2	9	667	127	(12)	797
Total operating costs, expenses and other	9	2	9	2,600	343	(4)	2,959
Operating (loss) income	—	(2)	(9)	1,049	294	—	1,332
Other income (expense)							
Earnings from consolidated subsidiaries	581	1,126	59	640	487	(2,893)	—
Earnings from equity investments	—	—	—	108	(1)	—	107
Interest, net	(111)	(28)	(13)	(261)	(19)	—	(432)
Amortization of excess cost of equity investments and other, net	—	—	—	(6)	24	—	18
Income before income taxes	470	1,096	37	1,530	785	(2,893)	1,025
Income tax expense	(57)	(3)	—	(21)	(165)	—	(246)
Net income	413	1,093	37	1,509	620	(2,893)	779
Net income attributable to noncontrolling interests	(84)	(44)	—	—	—	(322)	(450)
Net income attributable to controlling interests	\$ 329	\$ 1,049	\$ 37	\$ 1,509	\$ 620	\$ (3,215)	\$ 329
Net Income	\$ 413	\$ 1,093	\$ 37	\$ 1,509	\$ 620	\$ (2,893)	\$ 779
Total other comprehensive income (loss)	24	58	—	85	(83)	(38)	46
Comprehensive income	437	1,151	37	1,594	537	(2,931)	825
Comprehensive income attributable to noncontrolling interests	(90)	(45)	—	—	—	(343)	(478)
Comprehensive income attributable to controlling interests	\$ 347	\$ 1,106	\$ 37	\$ 1,594	\$ 537	\$ (3,274)	\$ 347

Condensed Consolidating Statements of Income and Comprehensive Income
for the Nine Months Ended September 30, 2015
(In Millions)
(Unaudited)

	Parent Issuer and Guarantor	Subsidiary Issuer and Guarantor - KMP	Subsidiary Issuer and Guarantor - Copano	Subsidiary Guarantors	Subsidiary Non- Guarantors	Consolidating Adjustments	Consolidated KMI
Total Revenues	\$ 28	\$ —	\$ —	\$ 9,565	\$ 1,210	\$ (36)	\$ 10,767
Operating costs, expenses and other							
Costs of sales	—	—	—	2,997	282	2	3,281
Depreciation, depletion and amortization	16	—	—	1,423	286	—	1,725
Other operating expenses	66	39	(1)	2,552	452	(38)	3,070
Total operating costs, expenses and other	82	39	(1)	6,972	1,020	(36)	8,076
Operating (loss) income	(54)	(39)	1	2,593	190	—	2,691
Other income (expense)							
Earnings from consolidated subsidiaries	1,454	2,033	20	1,510	41	(5,058)	—
Earnings from equity investments	—	—	—	304	—	—	304
Interest, net	(356)	30	(36)	(1,133)	(29)	—	(1,524)
Amortization of excess cost of equity investments and other, net	—	—	—	(13)	7	—	(6)
Income (loss) before income taxes	1,044	2,024	(15)	3,261	209	(5,058)	1,465
Income tax expense	(96)	(6)	—	(409)	(10)	—	(521)
Net income (loss)	948	2,018	(15)	2,852	199	(5,058)	944
Net loss attributable to noncontrolling interests	—	—	—	—	—	4	4
Net income (loss) attributable to controlling interests	\$ 948	\$ 2,018	\$ (15)	\$ 2,852	\$ 199	\$ (5,054)	\$ 948
Net Income (loss)	\$ 948	\$ 2,018	\$ (15)	\$ 2,852	\$ 199	\$ (5,058)	\$ 944
Total other comprehensive loss	(311)	(419)	—	(525)	(266)	1,210	(311)
Comprehensive income (loss)	637	1,599	(15)	2,327	(67)	(3,848)	633
Comprehensive loss attributable to noncontrolling interests	—	—	—	—	—	4	4
Comprehensive income (loss) attributable to controlling interests	\$ 637	\$ 1,599	\$ (15)	\$ 2,327	\$ (67)	\$ (3,844)	\$ 637

Condensed Consolidating Statements of Income and Comprehensive Income
for the Nine Months Ended September 30, 2014
(In Millions)
(Unaudited)

	Parent Issuer and Guarantor	Subsidiary Issuer and Guarantor - KMP	Subsidiary Issuer and Guarantor - Copano	Subsidiary Guarantors	Subsidiary Non- Guarantors	Consolidating Adjustments	Consolidated KMI
Total Revenues	\$ 27	\$ —	\$ —	\$ 10,784	\$ 1,465	\$ (1)	\$ 12,275
Operating costs, expenses and other							
Costs of sales	—	—	—	4,467	393	35	4,895
Depreciation, depletion and amortization	15	—	—	1,232	271	—	1,518
Other operating expenses	24	5	24	1,980	373	(36)	2,370
Total operating costs, expenses and other	39	5	24	7,679	1,037	(1)	8,783
Operating (loss) income	(12)	(5)	(24)	3,105	428	—	3,492
Other income (expense)							
Earnings from consolidated subsidiaries	1,554	2,897	159	1,432	1,414	(7,456)	—
Earnings from equity investments	—	—	—	307	(1)	—	306
Interest, net	(373)	(80)	(35)	(766)	(66)	—	(1,320)
Amortization of excess cost of equity investments and other, net	—	—	—	(13)	36	—	23
Income before income taxes	1,169	2,812	100	4,065	1,811	(7,456)	2,501
Income tax expense	(98)	(8)	—	(50)	(468)	—	(624)
Net income	1,071	2,804	100	4,015	1,343	(7,456)	1,877
Net income attributable to noncontrolling interests	(171)	(156)	—	—	—	(650)	(977)
Net income attributable to controlling interests	\$ 900	\$ 2,648	\$ 100	\$ 4,015	\$ 1,343	\$ (8,106)	\$ 900
Net Income	\$ 1,071	\$ 2,804	\$ 100	\$ 4,015	\$ 1,343	\$ (7,456)	\$ 1,877
Total other comprehensive loss	(33)	(93)	—	(106)	(128)	290	(70)
Comprehensive income	1,038	2,711	100	3,909	1,215	(7,166)	1,807
Comprehensive income attributable to noncontrolling interests	(164)	(152)	—	—	—	(617)	(933)
Comprehensive income attributable to controlling interests	\$ 874	\$ 2,559	\$ 100	\$ 3,909	\$ 1,215	\$ (7,783)	\$ 874

Condensed Consolidating Balance Sheets as of September 30, 2015
(In Millions)
(Unaudited)

	Parent Issuer and Guarantor	Subsidiary Issuer and Guarantor - KMP	Subsidiary Issuer and Guarantor - Copano	Subsidiary Guarantors	Subsidiary Non- Guarantors	Consolidating Adjustments	Consolidated KMI
ASSETS							
Cash and cash equivalents	\$ 12	\$ —	\$ —	\$ 25	\$ 142	\$ —	\$ 179
Other current assets - affiliates	1,915	1,042	19	9,399	550	(12,925)	—
All other current assets	184	129	1	2,305	276	(7)	2,888
Property, plant and equipment, net	258	—	—	31,972	8,378	—	40,608
Investments	16	2	—	5,811	114	—	5,943
Investments in subsidiaries	33,775	29,470	2,294	18,420	3,337	(87,296)	—
Goodwill	15,089	22	920	5,743	3,178	—	24,952
Notes receivable from affiliates	4,588	22,175	—	2,228	360	(29,351)	—
Deferred tax assets	—	—	—	8,939	—	(3,612)	5,327
Other non-current assets	267	349	—	5,046	118	—	5,780
Total assets	<u>\$ 56,104</u>	<u>\$ 53,189</u>	<u>\$ 3,234</u>	<u>\$ 89,888</u>	<u>\$ 16,453</u>	<u>\$ (133,191)</u>	<u>\$ 85,677</u>
LIABILITIES AND STOCKHOLDERS' EQUITY							
Liabilities							
Current portion of debt	\$ 535	\$ 875	\$ —	\$ 1,471	\$ 122	\$ —	\$ 3,003
Other current liabilities - affiliates	664	9,654	259	1,761	587	(12,925)	—
All other current liabilities	334	260	15	1,987	599	(7)	3,188
Long-term debt	13,953	20,149	380	6,461	687	—	41,630
Notes payable to affiliates	2,516	448	651	24,378	1,358	(29,351)	—
Deferred income taxes	2,147	—	2	—	1,463	(3,612)	—
All other long-term liabilities and deferred credits	441	180	—	965	428	—	2,014
Total liabilities	<u>20,590</u>	<u>31,566</u>	<u>1,307</u>	<u>37,023</u>	<u>5,244</u>	<u>(45,895)</u>	<u>49,835</u>
Stockholders' equity							
Total KMI equity	35,514	21,623	1,927	52,865	11,209	(87,624)	35,514
Noncontrolling interests	—	—	—	—	—	328	328
Total stockholders' equity	<u>35,514</u>	<u>21,623</u>	<u>1,927</u>	<u>52,865</u>	<u>11,209</u>	<u>(87,296)</u>	<u>35,842</u>
Total liabilities and stockholders' equity	<u>\$ 56,104</u>	<u>\$ 53,189</u>	<u>\$ 3,234</u>	<u>\$ 89,888</u>	<u>\$ 16,453</u>	<u>\$ (133,191)</u>	<u>\$ 85,677</u>

Condensed Consolidating Balance Sheets as of December 31, 2014
(In Millions)

	Parent Issuer and Guarantor	Subsidiary Issuer and Guarantor - KMP	Subsidiary Issuer and Guarantor - Copano	Subsidiary Guarantors	Subsidiary Non- Guarantors	Consolidating Adjustments	Consolidated KMI
ASSETS							
Cash and cash equivalents	\$ 4	\$ 15	\$ —	\$ 17	\$ 279	\$ —	\$ 315
Other current assets - affiliates	1,868	1,335	11	11,573	403	(15,190)	—
All other current assets	397	152	3	2,547	358	(20)	3,437
Property, plant and equipment, net	263	—	5	29,490	8,806	—	38,564
Investments	16	1	—	5,910	109	—	6,036
Investments in subsidiaries	31,372	33,414	1,911	17,868	3,337	(87,902)	—
Goodwill	15,087	22	920	5,419	3,206	—	24,654
Notes receivable from affiliates	4,459	19,832	—	2,415	496	(27,202)	—
Deferred tax assets	—	—	—	9,256	—	(3,605)	5,651
Other non-current assets	258	249	—	3,772	113	—	4,392
Total assets	<u>\$ 53,724</u>	<u>\$ 55,020</u>	<u>\$ 2,850</u>	<u>\$ 88,267</u>	<u>\$ 17,107</u>	<u>\$ (133,919)</u>	<u>\$ 83,049</u>
LIABILITIES AND STOCKHOLDERS' EQUITY							
Liabilities							
Current portion of debt	\$ 1,486	\$ 699	\$ —	\$ 381	\$ 151	\$ —	\$ 2,717
Other current liabilities - affiliates	709	11,949	115	1,551	866	(15,190)	—
All other current liabilities	319	498	12	1,812	1,024	(20)	3,645
Long-term debt	11,833	20,564	386	6,599	715	—	40,097
Notes payable to affiliates	2,619	153	753	22,437	1,240	(27,202)	—
Deferred income taxes	2,099	—	2	—	1,504	(3,605)	—
Other long-term liabilities and deferred credits	583	78	2	987	514	—	2,164
Total liabilities	<u>19,648</u>	<u>33,941</u>	<u>1,270</u>	<u>33,767</u>	<u>6,014</u>	<u>(46,017)</u>	<u>48,623</u>
Stockholders' equity							
Total KMI equity	34,076	21,079	1,580	54,500	11,093	(88,252)	34,076
Noncontrolling interests	—	—	—	—	—	350	350
Total stockholders' equity	<u>34,076</u>	<u>21,079</u>	<u>1,580</u>	<u>54,500</u>	<u>11,093</u>	<u>(87,902)</u>	<u>34,426</u>
Total liabilities and stockholders' equity	<u>\$ 53,724</u>	<u>\$ 55,020</u>	<u>\$ 2,850</u>	<u>\$ 88,267</u>	<u>\$ 17,107</u>	<u>\$ (133,919)</u>	<u>\$ 83,049</u>

Condensed Consolidating Statements of Cash Flows for the Nine Months Ended September 30, 2015
(In Millions)
(Unaudited)

	Parent Issuer and Guarantor	Subsidiary Issuer and Guarantor - KMP	Subsidiary Issuer and Guarantor - Copano	Subsidiary Guarantors	Subsidiary Non- Guarantors	Consolidating Adjustments	Consolidated KMI
Net cash (used in) provided by operating activities	\$ (2,208)	\$ 5,917	\$ 81	\$ 6,834	\$ 193	\$ (7,310)	\$ 3,507
Cash flows from investing activities							
Funding to affiliates	(1,767)	(7,699)	(2)	(7,293)	(597)	17,358	—
Capital expenditures	(9)	—	(3)	(2,747)	(245)	5	(2,999)
Contributions to investments	(5)	—	—	(62)	(7)	5	(69)
Investment in KMP	(159)	—	—	—	—	159	—
Acquisitions of assets and investments	(1,709)	—	—	(210)	—	—	(1,919)
Distributions from equity investments in excess of cumulative earnings	1,060	—	—	113	—	(992)	181
Other, net	—	16	5	50	18	(5)	84
Net cash used in investing activities	(2,589)	(7,683)	—	(10,149)	(831)	16,530	(4,722)
Cash flows from financing activities							
Issuances of debt	12,281	—	—	—	—	—	12,281
Payments of debt	(11,544)	(300)	—	(42)	(7)	—	(11,893)
Funding from (to) affiliates	3,351	5,602	(81)	7,842	644	(17,358)	—
Debt issue costs	(20)	—	—	—	—	—	(20)
Issuances of shares	3,833	—	—	—	—	—	3,833
Cash dividends	(3,084)	—	—	—	—	—	(3,084)
Repurchases of warrants	(12)	—	—	—	—	—	(12)
Contributions from parents	—	156	—	3	12	(171)	—
Contributions from noncontrolling interests	—	—	—	—	—	7	7
Distributions to parents	—	(3,706)	—	(4,480)	(141)	8,327	—
Distributions to noncontrolling interests	—	—	—	—	—	(25)	(25)
Other, net	—	(1)	—	—	—	—	(1)
Net cash provided by (used in) financing activities	4,805	1,751	(81)	3,323	508	(9,220)	1,086
Effect of exchange rate changes on cash and cash equivalents	—	—	—	—	(7)	—	(7)
Net increase (decrease) in cash and cash equivalents	8	(15)	—	8	(137)	—	(136)
Cash and cash equivalents, beginning of period	4	15	—	17	279	—	315
Cash and cash equivalents, end of period	\$ 12	\$ —	\$ —	\$ 25	\$ 142	\$ —	\$ 179

Condensed Consolidating Statements of Cash Flows for the Nine Months Ended September 30, 2014
(In Millions)
(Unaudited)

	Parent Issuer and Guarantor	Subsidiary Issuer and Guarantor - KMP	Subsidiary Issuer and Guarantor - Copano	Subsidiary Guarantors	Subsidiary Non- Guarantors	Consolidating Adjustments	Consolidated KMI
Net cash provided by (used in) operating activities	\$ 1,166	\$ 2,868	\$ (92)	\$ 3,897	\$ 1,219	\$ (5,566)	\$ 3,492
Cash flows from investing activities							
Funding to affiliates	(197)	(5,037)	—	(2,785)	(1,149)	9,168	—
Capital expenditures	(11)	—	(64)	(2,254)	(548)	199	(2,678)
Contributions to investments	—	(118)	—	(342)	—	118	(342)
Investment in KMP	(34)	—	—	—	—	34	—
Drop down assets to KMP	875	(875)	—	—	—	—	—
Acquisitions of assets and investments	—	—	—	(1,085)	(15)	—	(1,100)
Distributions from equity investments in excess of cumulative earnings	70	367	—	139	—	(438)	138
Other, net	—	(2)	199	23	(60)	(198)	(38)
Net cash provided by (used in) investing activities	703	(5,665)	135	(6,304)	(1,772)	8,883	(4,020)
Cash flows from financing activities							
Issuances of debt	3,258	10,141	—	—	—	—	13,399
Payments of debt	(3,804)	(7,698)	—	(76)	(7)	—	(11,585)
Funding from (to) affiliates	149	2,225	(44)	6,344	494	(9,168)	—
Debt issue costs	(28)	(24)	—	1	(1)	—	(52)
Cash dividends	(1,304)	—	—	—	—	—	(1,304)
Repurchases of shares and warrants	(192)	—	—	—	—	—	(192)
Contributions from parents	—	1,578	—	151	62	(1,791)	—
Contributions from noncontrolling interests	—	—	—	—	—	1,638	1,638
Distributions to parents	—	(3,322)	—	(4,021)	(152)	7,495	—
Distributions to noncontrolling interests	—	—	—	—	—	(1,491)	(1,491)
Other, net	—	(1)	—	(1)	—	—	(2)
Net cash (used in) provided by financing activities	(1,921)	2,899	(44)	2,398	396	(3,317)	411
Effect of exchange rate changes on cash and cash equivalents	—	—	—	—	(9)	—	(9)
Net (decrease) increase in cash and cash equivalents	(52)	102	(1)	(9)	(166)	—	(126)
Cash and cash equivalents, beginning of period	83	88	1	17	409	—	598
Cash and cash equivalents, end of period	\$ 31	\$ 190	\$ —	\$ 8	\$ 243	\$ —	\$ 472

Item 2. Management’s Discussion and Analysis of Financial Condition and Results of Operations.

General and Basis of Presentation

The following discussion and analysis should be read in conjunction with our accompanying interim consolidated financial statements and related notes included elsewhere in this report, and in conjunction with (i) our consolidated financial statements and related notes and (ii) our management’s discussion and analysis of financial condition and results of operations included in our 2014 Form 10-K.

Results of Operations

Non-GAAP Measures

The non-GAAP financial measures, DCF before certain items and segment EBDA before certain items are presented below under “—Distributable Cash Flow” and “—Consolidated Earnings Results,” respectively. Certain items are items that are required by GAAP to be reflected in net income, but typically either do not have a cash impact, or by their nature are separately identifiable from our normal business operations and, in our view, are likely to occur only sporadically.

Our non-GAAP measures described below should not be considered as an alternative to GAAP net income or any other GAAP measure. DCF before certain items and segment EBDA before certain items are not financial measures in accordance with GAAP and have important limitations as analytical tools. You should not consider either of these non-GAAP measures in isolation or as a substitute for an analysis of our results as reported under GAAP. Because DCF before certain items excludes some but not all items that affect net income and because DCF measures are defined differently by different companies in our industry, our DCF before certain items may not be comparable to DCF measures of other companies. Our computation of segment EBDA before certain items has similar limitations. Management compensates for the limitations of these non-GAAP measures by reviewing our comparable GAAP measures, understanding the differences between the measures and taking this information into account in its analysis and its decision making processes.

Distributable Cash Flow

DCF before certain items is an overall performance metric we use to estimate the ability of our assets to generate cash flows on an ongoing basis and as a measure of cash available to pay dividends. We believe the primary measure of company performance used by us, investors and industry analysts is cash generation performance. Therefore, we believe DCF before certain items is an important measure to evaluate our operating and financial performance and to compare it with the performance of other publicly traded companies within the industry. For a discussion of our anticipated dividends for 2015, see “—Financial Condition—Cash Flows—Dividends.”

The table below details the reconciliation of Net Income to DCF before certain items:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2015	2014	2015	2014
Net Income	\$ 183	\$ 779	\$ 944	\$ 1,877
Add/(Subtract):				
Certain items before book tax(a)	260	(269)	350	(229)
Book tax certain items	(95)	27	(136)	28
Certain items after book tax	165	(242)	214	(201)
Net income before certain items	348	537	1,158	1,676
Add/(Subtract):				
Net income attributable to third-party noncontrolling interests(b)	(3)	(4)	(16)	(7)
Depreciation, depletion and amortization(c)	708	608	2,004	1,780
Book taxes(d)	224	240	713	655
Cash taxes(e)	(3)	(133)	(19)	(437)
Other, net(f)	7	12	23	26
Sustaining capital expenditures(g)	(152)	(144)	(397)	(353)
Declared distributions to noncontrolling interests(h)	—	(681)	—	(2,000)
DCF before certain items	\$ 1,129	\$ 435	\$ 3,466	\$ 1,340
Weighted Average Shares Outstanding for Dividends(i)	2,210	1,036	2,189	1,035
DCF per share before certain items	\$ 0.51	\$ 0.42	\$ 1.58	\$ 1.29
Declared dividend per common share	\$ 0.51	\$ 0.44	\$ 1.48	\$ 1.29

- (a) Consists of certain items summarized in footnotes (b) through (d) to the “—Consolidated Earnings Results” table included below, and described in more detail below in the footnotes to tables included in both our management’s discussion and analysis of segment results and “—General and Administrative, Interest, and Noncontrolling Interests.”
- (b) Represents net income allocated to third-party ownership interests in consolidated subsidiaries other than our former master limited partnerships. Three and nine month 2015 amounts exclude a loss attributable to noncontrolling interests of \$6 million and \$20 million, respectively, related to impairments included as certain items.
- (c) Includes DD&A and amortization of excess cost of equity investments. Three and nine month 2015 amounts also include \$78 million and \$240 million, respectively, and three and nine month 2014 amounts also include \$76 million and \$229 million, respectively, of our share of equity investee’s DD&A.
- (d) Excludes book tax certain items and includes income tax allocated to the segments. Three and nine month 2015 amounts also include \$21 million and \$56 million, respectively, and three and nine month 2014 amounts also include \$21 million and \$59 million, respectively, of our share of taxable equity investee’s book tax expense.
- (e) Three and nine month 2015 amounts include \$(2) million and \$(8) million, respectively, and three and nine month 2014 amounts include \$(4) million and \$(18) million, respectively, of our share of taxable equity investee’s cash taxes.
- (f) For 2015, consists primarily of non-cash compensation associated with our restricted stock program and for 2014 consists primarily of excess coverage from our former master limited partnerships.
- (g) Three and nine month 2015 amounts include \$(16) million and \$(50) million, respectively, and three and nine month 2014 amounts include \$(11) million and \$(36) million, respectively, of our share of equity investee’s sustaining capital expenditures.
- (h) Represents distributions to KMP and EPB limited partner units formerly owned by the public.
- (i) Includes restricted stock awards that participate in dividends and dilutive effect of warrants.

Consolidated Earnings Results

In the Results of Operations table below and in the business segment tables that follow, segment EBDA before certain items is calculated by adjusting the segment earnings before DD&A for the applicable certain item amounts in the footnotes to those tables.

In general, interest expense, general and administrative expenses, DD&A and unallocable income taxes are not controllable by our business segment operating managers and therefore are not included when we measure business segment operating performance. Our general and administrative expenses include such items as employee benefits insurance, rentals, unallocated litigation and environmental expenses, and shared corporate services including accounting, information technology, human resources and legal services.

We evaluate business segment performance primarily based on segment EBDA before certain items in relation to the level of capital allocated and consider this to be an important measure of our business segment performance. We account for intersegment sales at market prices, which are eliminated in consolidation.

Results of Operations

	Three Months Ended September 30,		Earnings increase/(decrease)	
	2015	2014		
	(In millions, except percentages)			
Segment earnings before DD&A(a)				
Natural Gas Pipelines	\$ 993	\$ 1,182	\$ (189)	(16)%
CO ₂	29	388	(359)	(93)%
Terminals	249	249	—	— %
Products Pipelines	288	222	66	30 %
Kinder Morgan Canada	42	50	(8)	(16)%
Other	(9)	6	(15)	(250)%
Total segment earnings before DD&A(b)	1,592	2,097	(505)	(24)%
DD&A expense	(617)	(520)	(97)	(19)%
Amortization of excess cost of equity investments	(13)	(12)	(1)	(8)%
Other revenues	10	9	1	11 %
General and administrative expense(c)	(160)	(135)	(25)	(19)%
Interest expense, net of unallocable interest income(d)	(539)	(431)	(108)	(25)%
Income before unallocable income taxes	273	1,008	(735)	(73)%
Unallocable income tax expense	(90)	(229)	139	61 %
Net income	183	779	(596)	(77)%
Net loss (income) attributable to noncontrolling interests	3	(450)	453	101 %
Net income attributable to Kinder Morgan, Inc.	<u>\$ 186</u>	<u>\$ 329</u>	<u>\$ (143)</u>	<u>(43)%</u>

	Nine Months Ended September 30,		Earnings increase/(decrease)	
	2015	2014		
	(In millions, except percentages)			
Segment earnings before DD&A(a)				
Natural Gas Pipelines	\$ 2,936	\$ 3,207	\$ (271)	(8)%
CO ₂	605	1,083	(478)	(44)%
Terminals	798	692	106	15 %
Products Pipelines	811	632	179	28 %
Kinder Morgan Canada	120	138	(18)	(13)%
Other	(55)	13	(68)	(523)%
Total segment earnings before DD&A(b)	5,215	5,765	(550)	(10)%
DD&A expense	(1,725)	(1,518)	(207)	(14)%
Amortization of excess cost of equity investments	(39)	(33)	(6)	(18)%
Other revenues	28	27	1	4 %
General and administrative expense(c)	(540)	(461)	(79)	(17)%
Interest expense, net of unallocable interest income(d)	(1,525)	(1,325)	(200)	(15)%
Income before unallocable income taxes	1,414	2,455	(1,041)	(42)%
Unallocable income tax expense	(470)	(578)	108	19 %
Net income	944	1,877	(933)	(50)%
Net loss (income) attributable to noncontrolling interests	4	(977)	981	100 %
Net income attributable to Kinder Morgan, Inc.	<u>\$ 948</u>	<u>\$ 900</u>	<u>\$ 48</u>	<u>5 %</u>

(a) Includes revenues, earnings from equity investments, allocable interest income and other, net, less operating expenses, allocable income taxes, other expense(income), net, and losses on impairments and disposals of long-lived assets, net and equity investments. Operating expenses include natural gas purchases and other costs of sales, operations and maintenance expenses, and taxes, other than income taxes. Allocable income tax expenses included in segment earnings for the three months ended September 30, 2015 and 2014 were \$18

million and \$17 million, respectively, and for the nine months ended September 30, 2015 and 2014 were \$51 million and \$46 million, respectively.

Certain item footnotes

- (b) Three and nine month 2015 amounts include decreases in earnings of \$247 million and \$363 million, respectively, and three and nine month 2014 amounts include increases in earnings of \$241 million and \$198 million, respectively, related to the combined effect from all of the 2015 and 2014 certain items impacting segment earnings before DD&A and disclosed below in our management discussion and analysis of segment results.
- (c) Three and nine month 2015 amounts include a decrease in expense of \$2 million and an increase in expense of \$27 million, respectively, and three and nine month 2014 amounts include decreases in expense of \$15 million and \$18 million, respectively, related to the combined effect from the 2015 and 2014 certain items related to general and administrative expense disclosed below in “—General and Administrative, Interest, and Noncontrolling Interests.”
- (d) Three and nine month 2015 amounts include an increase in expense of \$15 million and a decrease in expense of \$40 million, respectively, and three and nine month 2014 amounts include a decrease in expense of \$13 million for both respective periods, related to the combined effect from the 2015 and 2014 certain items related to interest expense, net of unallocable interest income disclosed below in “—General and Administrative, Interest, and Noncontrolling Interests.”

The certain item totals reflected in footnotes (b), (c) and (d) to the tables above totaled a \$529 million decrease in income before unallocable income taxes for the third quarter of 2015, when compared to the same prior year period (combining a decrease of \$260 million and an increase of \$269 million in income before unallocable income taxes for the third quarters of 2015 and 2014, respectively), and totaled a \$579 million decrease in income before unallocable income taxes for the nine months ended September 30, 2015, when compared to the same prior year period (combining a decrease of \$350 million and an increase of \$229 million in income before unallocable income taxes for the nine months ended September 30, 2015 and 2014, respectively). After giving effect to these certain items, the remaining decreases of \$206 million (28%) and \$462 million (21%) from the prior year quarter and year-to-date, respectively, in income before unallocable income taxes is primarily attributable to increased DD&A expense, general and administrative expense and interest expense, net of unallocable interest income. Our segment earnings before DD&A were relatively flat for the quarter and year-to-date when compared to the prior comparable periods as unfavorable commodity prices affecting our CO₂ business segment were offset by increased results from our Products Pipelines and Terminals business segments.

Natural Gas Pipelines

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2015	2014	2015	2014
	(In millions, except operating statistics)			
Revenues(a)	\$ 2,184	\$ 2,751	\$ 6,460	\$ 7,777
Operating expenses	(1,289)	(1,651)	(3,688)	(4,802)
Gain (loss) on impairments and disposals of long-lived assets and equity investments, net	2	(5)	(116)	(7)
Other income	—	—	3	—
Earnings from equity investments	91	85	264	235
Interest income and Other, net	6	4	18	13
Income tax expense	(1)	(2)	(5)	(9)
Segment earnings before DD&A(b)	993	1,182	2,936	3,207
Certain items, net(b)	(18)	(204)	91	(195)
EBDA before certain items	\$ 975	\$ 978	\$ 3,027	\$ 3,012
Change from prior period	Increase/(Decrease)			
Revenues before certain items	\$ (378)	(15)%	\$ (1,141)	(15)%
EBDA before certain items	\$ (3)	— %	\$ 15	— %
Natural gas transport volumes (BBtu/d)(c)	28,580	27,250	28,230	26,891
Natural gas sales volumes (BBtu/d)(d)	2,445	2,446	2,416	2,303
Natural gas gathering volumes (BBtu/d)(e)	3,541	3,508	3,554	3,354
Crude/condensate gathering volumes (MBbl/d)(f)	343	321	340	282

Certain item footnotes

- (a) Three and nine month 2015 amounts include increases in revenue of \$17 million and \$23 million, respectively, and three and nine month 2014 amounts include increases in revenue of \$8 million and \$1 million, respectively, related to non-cash mark-to-market derivative contracts used to hedge forecasted natural gas, NGL and crude oil sales. Three and nine month 2014 amounts also include a \$198 million increase in revenue for both periods associated with the early termination charge of a long-term natural gas transportation contract from a certain customer of Kinder Morgan Louisiana Pipeline LLC.
- (b) Three and nine month 2015 amounts include increases in earnings of \$17 million and \$23 million, respectively, related to derivative contracts, as described in footnote (a) and increases in earnings of \$1 million and \$4 million, respectively, from other certain items. The nine month ended 2015 amount also includes a decrease in earnings of \$128 million related to losses on impairments and disposals of long-lived assets and equity investments partially offset by a \$10 million gain on the sale of an asset. Three and nine month 2014 amounts include increases in earnings of \$8 million and \$1 million, respectively, related to derivative contracts and \$198 million for both periods associated with the early termination charge of a transportation contract, as described in footnote (a). Three and nine month 2014 amounts also include decreases in earnings of \$2 million and \$4 million, respectively, from other certain items.

Other footnotes

- (c) Includes pipeline volumes for Kinder Morgan North Texas Pipeline LLC, Monterrey, TransColorado Gas Transmission Company LLC, Midcontinent Express Pipeline LLC, Kinder Morgan Louisiana Pipeline LLC, Fayetteville Express Pipeline LLC, TGP, EPNG, Copano South Texas, the Texas intrastate natural gas pipeline group, CIG, Wyoming Interstate Company, L.L.C., CPG, SNG, Elba Express, Sierrita, Natural Gas Pipeline Company of America LLC (NGPL), Citrus and Ruby Pipeline, L.L.C. Joint Venture throughput is reported at our ownership share. Volumes for acquired pipelines are included for all periods. However, EBDA contributions from acquisitions are included only for the periods subsequent to their acquisition.
- (d) Represents volumes for the Texas intrastate natural gas pipeline group and Kinder Morgan North Texas Pipeline LLC.
- (e) Includes Copano operations, Camino Real Gathering Company, L.L.C. (Camino Real), Kinder Morgan Altamont LLC, KinderHawk Field Services LLC (KinderHawk), Endeavor, Bighorn Gas Gathering L.L.C., Webb Duval Gatherers, Fort Union Gas Gathering L.L.C., EagleHawk, Red Cedar Gathering Company and Hiland Midstream throughput volumes. Joint venture throughput is reported at our ownership share. Volumes for acquired pipelines are included for all periods.
- (f) Includes Hiland Midstream, EagleHawk and Camino Real. Joint Venture throughput is reported at our ownership share. Volumes for acquired pipelines are included for all periods.

Following is information related to the increases and decreases in both EBDA and revenues before certain items, in the comparable three and nine month periods of 2015 and 2014:

Three months ended September 30, 2015 versus Three months ended September 30, 2014

	EBDA		Revenues	
	increase/(decrease)		increase/(decrease)	
(In millions, except percentages)				
Hiland Midstream	\$ 37	n/a	\$ 145	n/a
EPNG	13	13 %	25	17 %
EagleHawk field services(a)	5	— %	n/a	n/a
KinderHawk field services	(21)	(41)%	(22)	(39)%
KMLP	(17)	(74)%	(17)	(68)%
Oklahoma Midstream	(10)	(59)%	(61)	(47)%
CPG	(8)	(38)%	(7)	(27)%
EP Midstream asset operations	(6)	(24)%	(17)	(33)%
South Texas Midstream	(5)	(6)%	(173)	(35)%
Texas Intrastate Natural Gas Pipeline Group	(2)	(3)%	(289)	(28)%
All others (including eliminations)	11	2 %	38	7 %
Total Natural Gas Pipelines	<u>\$ (3)</u>	<u>— %</u>	<u>\$ (378)</u>	<u>(15)%</u>

Nine months ended September 30, 2015 versus Nine months ended September 30, 2014

	EBDA		Revenues	
	increase/(decrease)		increase/(decrease)	
(In millions, except percentages)				
Hiland Midstream	\$ 95	n/a	\$ 363	n/a
EPNG	33	11 %	48	11 %
EagleHawk field services(a)	25	278 %	n/a	n/a
KinderHawk field services	(46)	(30)%	(48)	(29)%
KMLP	(34)	(67)%	(34)	(58)%
Oklahoma Midstream	(32)	(62)%	(198)	(48)%
CPG	(18)	(29)%	(18)	(23)%
EP Midstream asset operations	(20)	(27)%	(52)	(34)%
South Texas Midstream	(1)	— %	(370)	(28)%
Texas Intrastate Natural Gas Pipeline Group	7	3 %	(900)	(29)%
All others (including eliminations)	6	— %	68	4 %
Total Natural Gas Pipelines	<u>\$ 15</u>	<u>— %</u>	<u>\$ (1,141)</u>	<u>(15)%</u>

n/a – not applicable

(a) Equity Investment

The significant changes in our Natural Gas Pipelines business segment's EBDA before certain items in the comparable three and nine month periods of 2015 and 2014 included the following:

- increases of \$37 million and \$95 million, respectively, from our February 2015 acquisition of the Hiland Midstream asset;
- increases of \$13 million (13%) and \$33 million (11%), respectively, from EPNG due largely to additional firm transport revenues;
- increases of \$5 million (0%) and \$25 million (278%), respectively, from EagleHawk driven by higher volumes and lower pipeline integrity costs;
- decreases of \$21 million (41%) and \$46 million (30%), respectively, from KinderHawk primarily due to the expiration of a minimum volume contract;

- decreases of \$17 million (74%) and \$34 million (67%), respectively, from KMLP as a result of a customer contract buyout in the third quarter of 2014;
- decreases of \$10 million (59%) and \$32 million (62%), respectively, from Oklahoma Midstream primarily due to lower commodity prices and lower volumes. Lower revenues of \$61 million and \$198 million, respectively, and associated decreases in costs of goods sold were also due to lower commodity prices;
- decreases of \$8 million (38%) and \$18 million (29%), respectively, from CPG due primarily to lower transport revenues as a result of contract expirations;
- decreases of \$6 million (24%) and \$20 million (27%), respectively, from EP Midstream asset operations primarily due to lower commodity prices partially offset by higher volumes;
- decreases of \$5 million (6%) and \$1 million (0%), respectively, from South Texas Midstream primarily due to lower commodity prices, partially offset by higher gathering and processing volumes. Lower revenues of \$173 million and \$370 million, respectively, and associated decreases in costs of goods sold were also due to lower commodity prices; and
- decrease of \$2 million (3%) and increase of \$7 million (3%), respectively, from our Texas intrastate natural gas pipeline group (including the operations of its Kinder Morgan Tejas, Border, Kinder Morgan Texas, North Texas and Mier-Monterrey Mexico pipeline systems). The year-to-date increase was due largely to higher transportation and natural gas sale margins as a result of new customer contracts, partially offset by lower processing margins due to the non-renewal of a customer contract in the second quarter of 2014 and lower storage margins. The decreases in revenues of \$289 million and \$900 million, respectively, and associated decreases in costs of goods sold were caused by lower natural gas prices.

CO₂

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2015	2014	2015	2014
	(In millions, except operating statistics)			
Revenues(a)	\$ 517	\$ 508	\$ 1,316	\$ 1,445
Operating expenses	(104)	(123)	(328)	(375)
Loss on impairments and disposals of long-lived assets, net	(388)	—	(397)	—
Earnings from equity investments	5	5	17	19
Income tax expense	(1)	(2)	(3)	(6)
Segment earnings before DD&A(b)	29	388	605	1,083
Certain items(b)	253	(25)	244	6
EBDA before certain items	\$ 282	\$ 363	\$ 849	\$ 1,089
Change from prior period	Increase/(Decrease)			
Revenues before certain items	\$ (101)	(21)%	\$ (288)	(20)%
EBDA before certain items	\$ (81)	(22)%	\$ (240)	(22)%
Southwest Colorado CO ₂ production (gross)(Bcf/d)(c)	1.2	1.2	1.2	1.3
Southwest Colorado CO ₂ production (net)(Bcf/d)(c)	0.6	0.5	0.6	0.5
SACROC oil production (gross)(MBbl/d)(d)	32.5	33.1	34.4	32.4
SACROC oil production (net)(MBbl/d)(e)	27.1	27.6	28.7	26.9
Yates oil production (gross)(MBbl/d)(d)	18.9	19.2	18.9	19.5
Yates oil production (net)(MBbl/d)(e)	7.6	8.7	8.2	8.6
Katz oil production (gross)(MBbl/d)(d)	4.1	3.4	4.0	3.6
Katz oil production (net)(MBbl/d)(e)	3.4	2.9	3.4	3.0
Goldsmith oil production (gross)(MBbl/d)(d)	1.6	1.3	1.5	1.3
Goldsmith oil production (net)(MBbl/d)(e)	1.4	1.1	1.3	1.1
NGL sales volumes (net)(MBbl/d)(e)	10.5	10.3	10.3	10.1
Realized weighted-average oil price per Bbl(f)	\$ 74.18	\$ 87.59	\$ 73.19	\$ 89.40
Realized weighted-average NGL price per Bbl(g)	\$ 16.29	\$ 43.57	\$ 18.96	\$ 46.18

Certain item footnote

- (a) Three and nine month 2015 amounts include unrealized gains of \$135 million and \$143 million, respectively, and three and nine month 2014 amounts include unrealized gains of \$25 million and unrealized losses of \$6 million, respectively, relating to derivative contracts used to hedge forecasted crude oil sales. Nine month 2015 amount also includes a favorable adjustment of \$10 million related to carried working interest at McElmo Dome.
- (b) Three and nine month 2015 amounts include increases in earnings of \$135 million \$143 million, respectively, related to derivative contracts, as described in footnote (a) and decreases in earnings for both periods of a \$378 million impairment charge associated with our Goldsmith oil and gas field driven primarily by lower crude prices, and a \$10 million impairment charge associated with our Cottonwood Canyon CO₂ source project. Nine month 2015 amount also includes a favorable adjustment of \$10 million as described in footnote (a) and a \$9 million impairment charge associated with the pending sale of excess construction pipe. Three and nine month 2014 amounts include an increase in earnings of \$25 million and a decrease in earnings of \$6 million, respectively, related to derivative contracts, as described in footnote (a).

Other footnotes

- (c) Includes McElmo Dome and Doe Canyon sales volumes.
- (d) Represents 100% of the production from the field. We own approximately 97% working interest in the SACROC unit, an approximately 50% working interest in the Yates unit, an approximately 99% working interest in the Katz unit and a 99% working interest in the Goldsmith Landreth unit.
- (e) Net after royalties and outside working interests.
- (f) Includes all crude oil production properties. Hedge gains/losses for Oil and NGL are included with Crude Oil.
- (g) Includes production attributable to leasehold ownership and production attributable to our ownership in processing plants and third party processing agreements. Hedge gains/losses for Oil and NGL are included with Crude Oil.

Following is information related to the increases and decreases in both EBDA and revenues before certain items, in the comparable three and nine month periods of 2015 and 2014.

Three months ended September 30, 2015 versus Three months ended September 30, 2014

	EBDA		Revenues	
	increase/(decrease)		increase/(decrease)	
	(In millions, except percentages)			
Source and Transportation Activities	\$ (30)	(27)%	\$ (27)	(22)%
Oil and Gas Producing Activities	(51)	(20)%	(84)	(22)%
Intrasegment eliminations	—	— %	10	45 %
Total CO ₂	<u>\$ (81)</u>	<u>(22)%</u>	<u>\$ (101)</u>	<u>(21)%</u>

Nine months ended September 30, 2015 versus Nine months ended September 30, 2014

	EBDA		Revenues	
	increase/(decrease)		increase/(decrease)	
	(In millions, except percentages)			
Source and Transportation Activities	\$ (94)	(28)%	\$ (94)	(25)%
Oil and Gas Producing Activities	(146)	(19)%	(223)	(20)%
Intrasegment eliminations	—	— %	29	44 %
Total CO ₂	<u>\$ (240)</u>	<u>(22)%</u>	<u>\$ (288)</u>	<u>(20)%</u>

The primary changes in our CO₂ business segment's EBDA before certain items in the comparable three and nine month periods of 2015 and 2014 included the following:

- decreases of \$30 million (27%) and \$94 million (28%), respectively, from source and transportation activities due to lower revenues primarily due to lower commodity prices; and
- decreases of \$51 million (20%) and \$146 million (19%), respectively, from oil and gas producing activities due to lower revenues driven by lower commodity prices. The nine month decrease was partially offset by higher crude oil sales volumes up 5% from the nine month period of 2014 largely attributable to higher production at the SACROC unit in 2015.

Terminals

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2015	2014	2015	2014
	(In millions, except operating statistics)			
Revenues(a)	\$ 469	\$ 433	\$ 1,396	\$ 1,245
Operating expenses	(221)	(183)	(599)	(556)
Other income (expense)	1	2	(1)	—
Earnings from equity investments	7	5	16	16
Interest income and Other, net	1	1	7	6
Income tax expense	(8)	(9)	(21)	(19)
Segment earnings before DD&A(b)	249	249	798	692
Certain items, net(b)	14	(2)	—	10
EBDA before certain items	<u>\$ 263</u>	<u>\$ 247</u>	<u>\$ 798</u>	<u>\$ 702</u>
Change from prior period	Increase/(Decrease)			
Revenues before certain items	\$ 34	8%	\$ 144	12%
EBDA before certain items	<u>\$ 16</u>	<u>6%</u>	<u>\$ 96</u>	<u>14%</u>
Bulk transload tonnage (MMtons)(c)	<u>16.9</u>	<u>20.4</u>	<u>48.9</u>	<u>60.3</u>
Ethanol (MMBbl)	<u>15.0</u>	<u>17.1</u>	<u>47.3</u>	<u>49.8</u>
Liquids leasable capacity (MMBbl)	<u>81.3</u>	<u>75.6</u>	<u>81.3</u>	<u>75.6</u>
Liquids utilization %(d)	<u>93.4%</u>	<u>94.4%</u>	<u>93.4%</u>	<u>94.4%</u>

Certain item footnotes

- (a) Three and nine month 2015 amounts include increases in revenue of \$6 million and \$19 million, respectively, and three and nine month 2014 amounts include increases in revenue of \$4 million and \$12 million, respectively, from the amortization of a fair value adjustment (associated with the below market contracts assumed upon acquisition) from our Jones Act tankers.
- (b) Three and nine month 2015 amounts include (i) increases in revenue of \$6 million and \$19 million, respectively, as discussed in footnote (a) above; (ii) increases in expenses of \$22 million for both periods associated with the write-off of Alpha Natural Resources (Alpha) accounts receivable, due to bankruptcy, for revenues recognized in prior years but not yet collected. Accounts receivable written off associated with revenue recognized in 2015 are not considered a certain item; (iii) increases in earnings of \$1 million and \$4 million, respectively, associated with a liability adjustment related to a litigation matter; and (iv) an increase in earnings of \$1 million and a decrease in earnings of \$1 million, respectively from other certain items. Three and nine month 2014 amounts include increases in revenue of \$4 million and \$12 million, respectively, as discussed in footnote (a) above and increases in expense of \$2 million and \$10 million, respectively, due to hurricane clean-up and repair activities at our New York Harbor and Mid-Atlantic terminals. Nine month 2014 amount also includes an \$12 million increase in expenses associated with a legal reserve adjustment.

Other footnotes

- (c) Includes our proportionate share of joint venture tonnage.
- (d) The ratio of our actual leased capacity to our estimated potential capacity.

Following is information related to the increases and decreases in both EBDA and revenues before certain items, in the comparable three and nine month periods of 2015 and 2014.

Three months ended September 30, 2015 versus Three months ended September 30, 2014

	EBDA		Revenues	
	increase/(decrease)		increase/(decrease)	
	(In millions, except percentages)			
Alberta, Canada	\$ 13	76 %	\$ 21	124 %
Marine Operations	10	n/a	11	n/a
Gulf Liquids	9	17 %	12	17 %
Gulf Central	2	17 %	4	25 %
Gulf Bulk	1	4 %	6	16 %
Mid Atlantic	(9)	(53)%	(10)	(30)%
All others (including intrasegment eliminations and unallocated income tax expenses)	(10)	(9)%	(10)	(4)%
Total Terminals	<u>\$ 16</u>	<u>6 %</u>	<u>\$ 34</u>	<u>8 %</u>

Nine months ended September 30, 2015 versus Nine months ended September 30, 2014

	EBDA		Revenues	
	increase/(decrease)		increase/(decrease)	
	(In millions, except percentages)			
Alberta, Canada	\$ 34	77 %	\$ 50	111 %
Marine Operations	32	n/a	43	n/a
Gulf Liquids	16	10 %	27	13 %
Gulf Central	22	73 %	29	74 %
Gulf Bulk	16	26 %	26	25 %
Mid Atlantic	(15)	(28)%	(17)	(17)%
All others (including intrasegment eliminations and unallocated income tax expenses)	(9)	(3)%	(14)	(2)%
Total Terminals	<u>\$ 96</u>	<u>14 %</u>	<u>\$ 144</u>	<u>12 %</u>

n/a – not applicable

The primary changes in our Terminals business segment’s EBDA before certain items in the comparable three and nine month periods of 2015 and 2014 included the following:

- increases of \$13 million (76%) and \$34 million (77%), respectively, from our Alberta, Canada terminals, driven by our Edmonton-area expansion projects, including storage and connectivity additions at our Edmonton South and North 40 terminals as well as the commissioning of two joint venture rail terminals;
- increases of \$10 million and \$32 million, respectively, from our Marine Operations related primarily to the incremental earnings from the Jones Act tankers we acquired in the first and fourth quarters of 2014;
- increases of \$9 million (17%) and \$16 million (10%), respectively, from our Gulf Liquids terminals, related to the Vopak terminal acquisition completed in first quarter 2015 and the addition of nine new tanks at Galena Park placed into service during fourth quarter 2014 and first quarter 2015;
- increases of \$2 million (17%) and \$22 million (73%), respectively, from our Gulf Central terminals, driven by higher earnings from expansion projects at our joint venture terminals, Battleground Oil Specialty Terminal Company LLC and Deeprock Development LLC;
- increases of \$1 million (4%) and \$16 million (26%), respectively, from our Gulf Bulk terminals, driven by increased shortfall revenue from take-or-pay coal contracts;
- decreases of \$9 million (53%) and \$15 million (28%), respectively, from our Mid Atlantic terminals, driven by lower revenues as a result of lower tonnage partially offset by higher shortfall revenue from take-or-pay coal contracts; and
- decrease of \$10 million for both periods resulting from the write-off of Alpha accounts receivable associated with revenue recognized in 2015, which impacted our International Marine Terminals included in “All others” and the Mid Atlantic terminals noted above by \$8 million and \$2 million, respectively.

Products Pipelines

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2015	2014	2015	2014
	(In millions, except operating statistics)			
Revenues(a)	\$ 467	\$ 520	\$ 1,389	\$ 1,578
Operating expenses	(188)	(313)	(607)	(985)
Other income (expense)	—	3	(1)	4
Earnings from equity investments	10	11	32	36
Interest income and Other, net	2	1	5	—
Income tax expense	(3)	—	(7)	(1)
Segment earnings before DD&A(b)	288	222	811	632
Certain items, net(b)	(1)	—	(4)	3
EBDA before certain items	<u>\$ 287</u>	<u>\$ 222</u>	<u>\$ 807</u>	<u>\$ 635</u>
Change from prior period	Increase/(Decrease)			
Revenues before certain items	\$ (54)	(10)%	\$ (189)	(12)%
EBDA before certain items	<u>\$ 65</u>	<u>29 %</u>	<u>\$ 172</u>	<u>27 %</u>
Gasoline (MMBbl)(c)	95.3	94.5	281.6	270.6
Diesel fuel (MMBbl)	34.8	33.4	98.7	96.7
Jet fuel (MMBbl)	26.7	25.3	77.8	75.7
Total refined product volumes (MMBbl)(d)	156.8	153.2	458.1	443.0
NGL (MMBbl)(e)	10.0	6.1	29.4	16.1
Crude and condensate (MMBbl)(f)	27.3	8.9	70.9	19.5
Total delivery volumes (MMBbl)	<u>194.1</u>	<u>168.2</u>	<u>558.4</u>	<u>478.6</u>
Ethanol (MMBbl)(g)	<u>10.7</u>	<u>10.8</u>	<u>31.1</u>	<u>30.9</u>

Certain item footnotes

- (a) Three month 2015 amount includes an increase in revenue of \$1 million related to an unrealized swap gain.
- (b) Three month 2015 amount includes an increase in revenue of \$1 million as discussed in footnote (a) above. Nine month 2015 amount includes a decrease in expense of \$4 million related to a certain Pacific operations litigation matter. Nine month 2014 amount includes an increase in expense of \$4 million associated with a certain Pacific operations litigation matter, a \$3 million gain from the sale of propane pipeline line-fill and an increase in expense of \$2 million related to other certain items.

Other footnotes

- (c) Volumes include ethanol pipeline volumes.
- (d) Includes Pacific, Plantation Pipe Line Company, Calnev Pipe Line LLC, Central Florida and Parkway pipeline volumes. Joint Venture throughput is reported at our ownership share.
- (e) Includes Cochin and Cypress pipeline volumes. Joint Venture throughput is reported at our ownership share.
- (f) Includes Kinder Morgan Crude & Condensate, Double Eagle Pipeline LLC and Double H pipeline volumes. Joint Venture throughput is reported at our ownership share.
- (g) Represents total ethanol volumes, including ethanol pipeline volumes included in gasoline volumes above.

Following is information related to the increases and decreases in both EBDA and revenues before certain items, in the comparable three and nine month periods of 2015 and 2014.

Three months ended September 30, 2015 versus Three months ended September 30, 2014

	EBDA		Revenues	
	increase/(decrease)		increase/(decrease)	
	(In millions, except percentages)			
Crude & Condensate Pipeline (including KMCC - Splitter)	\$ 35	121 %	\$ 48	200 %
Pacific operations	12	16 %	10	9 %
Double H pipeline	12	n/a	15	n/a
Cochin	6	26 %	16	64 %
Transmix operations	2	33 %	(135)	(54)%
All others (including eliminations)	(2)	(3)%	(8)	(8)%
Total Products Pipelines	\$ 65	29 %	\$ (54)	(10)%

Nine months ended September 30, 2015 versus Nine months ended September 30, 2014

	EBDA		Revenues	
	increase/(decrease)		increase/(decrease)	
	(In millions, except percentages)			
Crude & Condensate Pipeline (including KMCC - Splitter)	\$ 99	183 %	\$ 90	118 %
Pacific operations	29	13 %	22	7 %
Double H pipeline	30	n/a	38	n/a
Cochin	29	53 %	51	78 %
Transmix operations	(10)	(28)%	(378)	(47)%
All others (including eliminations)	(5)	(2)%	(12)	(4)%
Total Products Pipelines	\$ 172	27 %	\$ (189)	(12)%

n/a – not applicable

The primary changes in our Products Pipelines business segment's EBDA before certain items in the comparable three and nine month periods of 2015 and 2014 included the following:

- increases of \$35 million (121%) and \$99 million (183%), respectively, from our Kinder Morgan Crude & Condensate Pipeline driven primarily by an increase of 155% and 226%, respectively, in pipeline throughput volumes due to the ramp up of existing customer volumes and additional volumes from new customers and the startup of the first and second phases of KMCC - Splitter in March 2015 and July 2015. KMCC - Splitter contributed \$12 million and \$22 million to EBDA for the three and nine months ended September 30, 2015;
- increases of \$12 million (16%) and \$29 million (13%), respectively, from our Pacific operations due to higher service revenues, resulting from higher volumes and margins, and a reduction in rights-of-way expenses;
- increases of \$12 million and \$30 million, respectively, from our Double H pipeline which was acquired in February 2015 as part of the Hiland acquisition;
- increases of \$6 million (26%) and \$29 million (53%), respectively, from Cochin driven by higher service revenues due to the completion of the Cochin Reversal project in the third quarter of 2014; and
- increase of \$2 million (33%) and a decrease of \$10 million (28%), respectively, from our Transmix processing operations. The decrease for the nine month period was primarily due to unfavorable inventory adjustments impacting margins. The decreases in revenues of \$135 million and \$378 million, respectively, and associated decreases in costs of goods sold were caused by lower commodity prices.

Kinder Morgan Canada

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2015	2014	2015	2014
	(In millions, except operating statistics)			
Revenues	\$ 68	\$ 73	\$ 193	\$ 210
Operating expenses	(22)	(27)	(64)	(75)
Interest income and Other, net	1	8	6	14
Income tax expense	(5)	(4)	(15)	(11)
Segment earnings before DD&A	<u>\$ 42</u>	<u>\$ 50</u>	<u>\$ 120</u>	<u>\$ 138</u>
Change from prior period	Increase/(Decrease)			
Revenues	<u>\$ (5)</u>	<u>(7)%</u>	<u>\$ (17)</u>	<u>(8)%</u>
EBDA	<u>\$ (8)</u>	<u>(16)%</u>	<u>\$ (18)</u>	<u>(13)%</u>
Transport volumes (MMBbl)(a)	<u>29.5</u>	<u>27.6</u>	<u>86.9</u>	<u>79.5</u>

(a) Represents Trans Mountain pipeline system volumes.

Following is information related to the increases and decreases in both EBDA and revenues in the comparable three and nine month periods of 2015 and 2014.

Three months ended September 30, 2015 versus Three months ended September 30, 2014

	EBDA increase/(decrease)		Revenues increase/(decrease)	
	(In millions, except percentages)			
Trans Mountain Pipeline	\$ (2)	(5)%	\$ (5)	(7)%
Express Pipeline(a)	(6)	(100)%	n/a	n/a
Total Kinder Morgan Canada	<u>\$ (8)</u>	<u>(16)%</u>	<u>\$ (5)</u>	<u>(7)%</u>

Nine months ended September 30, 2015 versus Nine months ended September 30, 2014

	EBDA increase/(decrease)		Revenues increase/(decrease)	
	(In millions, except percentages)			
Trans Mountain Pipeline	\$ (12)	(9)%	\$ (17)	(8)%
Express Pipeline(a)	(6)	(100)%	n/a	n/a
Total Kinder Morgan Canada	<u>\$ (18)</u>	<u>(13)%</u>	<u>\$ (17)</u>	<u>(8)%</u>

n/a - not applicable

(a) Amount consists of unrealized foreign currency gains, net of book tax, on 2014 outstanding, short-term intercompany borrowings that were repaid in December 2014. We sold our debt and equity investments in Express Pipeline on March 14, 2013.

For the comparable three and nine month periods of 2015 and 2014, the Kinder Morgan Canada business segment had decreases in earnings of \$8 million (16%) and \$18 million (13%), respectively, driven by an unfavorable impact from foreign currency exchange rates, and repayment of the Express note as discussed in footnote (a) above.

Other

This segment contributed losses of \$9 million and \$55 million for the three and nine months ended September 30, 2015, respectively. Earnings were \$6 million and \$13 million for the three and nine months ended September 30, 2014, respectively. However, three and nine month 2015 losses included certain items of a \$1 million increase in earnings and a \$32 million decrease in earnings, respectively. The nine month 2015 certain items related primarily to a certain litigation matter; and three and nine month 2014 earnings included certain items of \$10 million and \$22 million, respectively, which increased earnings

and were primarily related to foreign operations and our corporate headquarters building. After taking into effect the certain items, the losses for the three and nine months ended September 30, 2015 increased by \$6 million and \$14 million, respectively, when compared with the same prior year periods primarily due to increased corporate franchise taxes as a result of the Merger Transactions and lower interest income.

General and Administrative, Interest, and Noncontrolling Interests

	Three Months Ended September 30,			
	2015	2014	Increase/(decrease)	
(In millions, except percentages)				
General and administrative expense(a)(c)	\$ 160	\$ 135	\$ 25	19 %
Certain items(a)	2	15	(13)	(87)%
Management fee reimbursement(c)	(10)	(9)	(1)	(11)%
General and administrative expense before certain items	<u>\$ 152</u>	<u>\$ 141</u>	<u>\$ 11</u>	<u>8 %</u>
Unallocable interest expense net of interest income and other, net(b)	\$ 539	\$ 431	\$ 108	25 %
Certain items(b)	(15)	13	(28)	(215)%
Unallocable interest expense net of interest income and other, net, before certain items	<u>\$ 524</u>	<u>\$ 444</u>	<u>\$ 80</u>	<u>18 %</u>
Net (loss) income attributable to noncontrolling interests	\$ (3)	\$ 450	\$ (453)	(101)%
Noncontrolling interests associated with certain items(d)	6	—	6	n/a
Net income attributable to noncontrolling interests before certain items	<u>\$ 3</u>	<u>\$ 450</u>	<u>\$ (447)</u>	<u>(99)%</u>

	Nine Months Ended September 30,			
	2015	2014	Increase/(decrease)	
(In millions, except percentages)				
General and administrative expense(a)(c)	\$ 540	\$ 461	\$ 79	17 %
Certain items(a)	(27)	18	(45)	(250)%
Management fee reimbursement(c)	(28)	(27)	(1)	(4)%
General and administrative expense before certain items	<u>\$ 485</u>	<u>\$ 452</u>	<u>\$ 33</u>	<u>7 %</u>
Unallocable interest expense net of interest income and other, net(b)	\$ 1,525	\$ 1,325	\$ 200	15 %
Certain items(b)	40	13	27	208 %
Unallocable interest expense net of interest income and other, net, before certain items	<u>\$ 1,565</u>	<u>\$ 1,338</u>	<u>\$ 227</u>	<u>17 %</u>
Net (loss) income attributable to noncontrolling interests	\$ (4)	\$ 977	\$ (981)	(100)%
Noncontrolling interests associated with certain items(d)	20	—	20	n/a
Net income attributable to noncontrolling interests before certain items	<u>\$ 16</u>	<u>\$ 977</u>	<u>\$ (961)</u>	<u>(98)%</u>

n/a – not applicable

Certain item footnotes

- (a) Three month 2015 amount includes increases in expense of \$1 million related to certain corporate legal matters and \$2 million related to costs associated with our Hiland acquisition. Nine month 2015 amount includes increases in expense of \$41 million related to certain corporate legal matters and \$14 million related to costs associated with our Hiland acquisition. Partially offsetting these three and nine month 2015 increases are decreases in expense of \$5 million and \$28 million, respectively, related to pension credit income. Three and nine month 2014 amounts include (i) decreases in expense of \$11 million and \$29 million, respectively, related to pension credit income; (ii) a decrease in expense of \$1 million and an increase in expense of \$7 million, respectively, primarily related to severance costs associated with acquisitions; and (iii) a decrease in expense of \$3 million and an increase in expense of \$4 million, respectively, for various other certain items.
- (b) Three and nine month 2015 amounts include increases in interest expense of \$33 million and \$3 million, respectively, primarily related to a non-cash true-up of our estimate of swap ineffectiveness and decreases in interest expense of \$18 million and \$53 million, respectively, related to debt fair value adjustments associated with acquisitions. Nine month 2015 amount also includes a decrease in interest expense of \$13 million associated with a certain Pacific operations litigation matter and a \$23 million increase in interest

expense for a non-cash adjustment related to a certain legal matter. Three and nine month 2014 amounts include (i) decreases in interest expense of \$15 million and \$48 million, respectively, related to debt fair value adjustments associated with acquisitions; (ii) a decrease in interest expense of \$1 million and an increase in interest expense of \$9 million, respectively, of amortization of capitalized financing fees; (iii) increases in interest expense of \$2 million and \$12 million of interest expense on margin for marketing contracts; and (iv) increases in interest expense of \$1 million and \$14 million, respectively, associated with a certain Pacific operations litigation matter.

Other footnotes

- (c) Three and nine month 2015 amounts include NGPL Holdco LLC general and administrative reimbursements of \$10 million and \$28 million, respectively. Three and nine month 2014 amounts include NGPL Holdco LLC general and administrative reimbursements of \$9 million and \$27 million, respectively. These amounts were recorded to the “Product sales and other” caption with the offsetting expenses primarily included in the “General and administrative” expense caption in our accompanying consolidated statements of income.
- (d) Three and nine month 2015 amount includes a \$6 million loss associated with a terminals segment certain item and disclosed above in “—Terminals”. Nine month 2015 amount also includes a \$14 million loss associated with a natural gas pipelines segment impairment certain item and disclosed above in “—Natural Gas Pipelines.”

Our consolidated general and administrative expenses before certain items for the three and nine months ended September 30, 2015 as compared to the respective prior year periods increased \$11 million and \$33 million, respectively. The quarter over quarter increase was primarily driven by lower capitalized costs partially offset by lower benefit costs. The year over year increase was primarily driven by lower capitalized costs and higher benefit costs, payroll taxes and labor expenses, in part due to the Hiland acquisition, partially offset by lower insurance costs.

In the table above, we report our interest expense as “net,” meaning that we have subtracted unallocated interest income and capitalized interest from our total interest expense to arrive at one interest amount. Our consolidated interest expense net of interest income and other, net before certain items for the three and nine months ended September 30, 2015 as compared to the same periods a year ago increased \$80 million and \$227 million, respectively. The increases in interest expense was due to higher average debt balances as a result of capital expenditures, joint venture contributions and acquisitions that were made during 2014 and 2015, and incremental debt borrowings to fund the \$3.9 billion cash portion of the Merger Transactions in November 2014. This increase in interest expense was partially offset by a lower overall weighted average interest rate on our outstanding debt.

We use interest rate swap agreements to transform a portion of the underlying cash flows related to our long-term fixed rate debt securities (senior notes) into variable rate debt in order to achieve our desired mix of fixed and variable rate debt. As of September 30, 2015 and December 31, 2014, approximately 24% and 26%, respectively, of our debt balances (excluding debt fair value adjustments) were subject to variable interest rates—either as short-term or long-term variable rate debt obligations or as fixed-rate debt converted to variable rates through the use of interest rate swaps. For more information on our interest rate swaps, see Note 5 “Risk Management—Interest Rate Risk Management” to our consolidated financial statements.

Net income attributable to noncontrolling interests, represents the allocation of our consolidated net income attributable to all outstanding ownership interests in our consolidated subsidiaries that are not owned by us. The decreases for the three and nine months ended September 30, 2015 as compared to the same periods a year ago of \$447 million (99%) and \$961 million (98%), respectively, were primarily due to our purchase of the KMP and EPB limited partner units and KMR shares formerly owned by the public in the fourth quarter of 2014 as part of the Merger Transactions.

Income Taxes

Our tax expense for the three months ended September 30, 2015 was approximately \$108 million as compared to \$246 million for the same period of 2014. The \$138 million decrease in tax expense was primarily due to (i) a decrease in our earnings as a result of lower commodity prices and asset impairments in 2015; (ii) the elimination (due to the Merger Transactions) of the deferred charge that had been recorded as a result of the drop-downs of TGP, EPNG, and the midstream assets; and (iii) adjustments to our income tax reserve for uncertain tax positions. These decreases are partially offset by (i) higher foreign taxes primarily as a result of the increase in the Alberta income tax rate; (ii) an increase in our share of taxable income from KMP following the Merger Transactions; and (iii) lower dividend-received deductions from our investment in Florida Gas Pipeline (Citrus).

Our tax expense for the nine months ended September 30, 2015 was approximately \$521 million as compared to \$624 million for the same period of 2014. The \$103 million decrease in tax expense was primarily due to a decrease in our earnings as a result of lower commodity prices and asset impairments in 2015 and the elimination (due to the Merger Transactions) of the deferred charge that had been recorded as a result of the drop-downs of TGP, EPNG, and the midstream assets, partially offset by an increase in our share of taxable income from KMP following the Merger Transactions.

Financial Condition

General

As of September 30, 2015, we had \$179 million of “Cash and cash equivalents” on our consolidated balance sheet, a decrease of \$136 million (43%) from December 31, 2014. We believe our cash position, remaining borrowing capacity on our credit facility (discussed below in “—Short-term Liquidity”), and our access to financial resources are adequate to allow us to manage our day-to-day cash requirements and anticipated obligations.

We have relied primarily on cash provided from operations to fund our operations as well as our debt service, sustaining capital expenditures, and dividend payments.

In general, we expect to fund expansion capital expenditures, acquisitions and debt principal payments through (i) additional borrowings; (ii) the issuance of additional common stock or other forms of equity; and (iii) in some instances, proceeds from divestitures.

Short-term Liquidity

As of September 30, 2015, our principal sources of short-term liquidity are (i) our \$4.0 billion revolving credit facility and associated \$4.0 billion commercial paper program; and (ii) cash from operations. The loan commitments under our revolving credit facility can be used for working capital and other general corporate purposes and as a backup to our commercial paper program. Borrowings under our commercial paper program and letters of credit reduce borrowings allowed under our credit facility. We provide for liquidity by maintaining a sizable amount of excess borrowing capacity under our credit facility and have consistently generated strong cash flow from operations, providing a source of funds of \$3,507 million and \$3,492 million in the first nine months of 2015 and 2014, respectively (the period-to-period increase is discussed below in “Cash Flows—Operating Activities”).

Our short-term debt as of September 30, 2015 was \$3,003 million, primarily consisting of (i) \$275 million outstanding borrowings under our \$4 billion revolving credit facility; (ii) \$193 million outstanding borrowings under our \$4 billion commercial paper program; and (iii) a combined \$2,382 million of six separate series of senior notes that mature in the next year. We intend to refinance our short-term debt through additional credit facility borrowings, commercial paper borrowings, or with issuing new long-term debt or equity. Our combined balance of short-term debt as of December 31, 2014 was \$2,717 million.

We had working capital (defined as current assets less current liabilities) deficits of \$3,124 million and \$2,610 million as of September 30, 2015 and December 31, 2014, respectively. Our current liabilities include short-term borrowings used to finance our expansion capital expenditures which are periodically replaced with long-term financing. The overall \$514 million (20%) unfavorable change from year-end 2014 was primarily due to (i) a net increase in the current portion of long-term debt; (ii) lower cash balances; (iii) lower other current assets driven by the 2015 receipt of a federal tax refund; (iv) a net decrease in accounts receivable trade; (v) a net increase in property tax accruals; offset partially by (vi) a net decrease in our credit facility and commercial paper borrowings; and (vii) a net decrease in accounts payable trade. Generally, our working capital balance varies due to factors such as the timing of scheduled debt payments, timing differences in the collection and payment of receivables and payables, the change in fair value of our derivative contracts, and changes in our cash and cash equivalent balances as a result of equity and debt issuances.

Capital Expenditures

We account for our capital expenditures in accordance with GAAP. We also distinguish between capital expenditures that are maintenance/sustaining capital expenditures and those that are expansion capital expenditures (which we also refer to as discretionary capital expenditures). Expansion capital expenditures are those expenditures which increase throughput or capacity from that which existed immediately prior to the addition or improvement, and are not deducted in calculating DCF (see “Results of Operations—Distributable Cash Flow”). With respect to our oil and gas producing activities, we classify a capital expenditure as an expansion capital expenditure if it is expected to increase capacity or throughput (i.e., production capacity) from the capacity or throughput immediately prior to the making or acquisition of such additions or improvements. Maintenance capital expenditures are those which maintain throughput or capacity. The distinction between maintenance and expansion capital expenditures is a physical determination rather than an economic one, irrespective of the amount by which the throughput or capacity is increased.

Budgeting of maintenance capital expenditures is done annually on a bottom-up basis. For each of our assets, we budget for and make those maintenance capital expenditures that are necessary to maintain safe and efficient operations, meet customer needs and comply with our operating policies and applicable law. We may budget for and make additional maintenance capital expenditures that we expect to produce economic benefits such as increasing efficiency and/or lowering future expenses. Budgeting and approval of expansion capital expenditures are generally made periodically throughout the year on a project-by-project basis in response to specific investment opportunities identified by our business segments from which we generally expect to receive sufficient returns to justify the expenditures. Generally, the determination of whether a capital expenditure is classified as maintenance/sustaining or as expansion capital expenditures is made on a project level. The classification of our capital expenditures as expansion capital expenditures or as maintenance capital expenditures is made consistent with our accounting policies and is generally a straightforward process, but in certain circumstances can be a matter of management judgment and discretion. The classification has an impact on cash available to pay dividends because capital expenditures that are classified as expansion capital expenditures are not deducted from DCF, while those classified as maintenance capital expenditures are. See “—Cash Flows—Dividends.”

Our capital expenditures for the nine months ended September 30, 2015, and the amount we expect to spend for the remainder of 2015 to grow and sustain our businesses are as follows:

	Nine Months Ended September 30, 2015	2015 Remaining	Total
	(In millions)		
Sustaining capital expenditures(a)	\$ 397	\$ 175	\$ 572
Discretionary capital expenditures(b)(c)	\$ 2,626	\$ 827	\$ 3,453

- (a) Nine-month 2015, 2015 Remaining, and Total 2015 amounts include \$50 million, \$22 million, and \$72 million, respectively, for our proportionate share of sustaining capital expenditures of unconsolidated joint ventures.
- (b) Nine-month 2015 amount includes an increase of \$308 million related to discretionary capital expenditures of unconsolidated joint ventures and small acquisitions (i.e. excludes Hiland acquisition) and a decrease of a combined \$334 million of net changes from accrued capital expenditures and contractor retainage.
- (c) 2015 Remaining amount includes our contributions to certain unconsolidated joint ventures and small acquisitions, net of contributions estimated from unaffiliated joint venture partners for consolidated investments.

Off Balance Sheet Arrangements

There have been no material changes in our obligations with respect to other entities that are not consolidated in our financial statements that would affect the disclosures presented as of December 31, 2014 in our 2014 Form 10-K.

Cash Flows

Operating Activities

The net increase of \$15 million in cash provided by operating activities for the first nine months of 2015 compared to the respective 2014 period was primarily attributable to:

- a \$216 million decrease in cash from overall net income after adjusting our period-to-period \$933 million decrease in net income for non-cash items primarily consisting of the following: (i) net losses on impairments and disposals of long-lived assets and equity investments (see discussion above in “—Results of Operations”); (ii) DD&A expenses (including amortization of excess cost of equity investments); (iii) deferred income taxes; (iv) a net increase in legal reserves (see discussion above in “—Results of Operations”); (v) a net unrealized gain relating to derivative contracts used to hedge forecasted natural gas, NGL, and crude oil sales (see discussion above in “—Results of Operations”); and (v) a net increase in equity earnings from our equity investments; and
- a \$231 million increase in cash associated with net changes in working capital items and non-current assets and liabilities. The increase was driven, among other things, primarily by a \$195 million income tax refund on taxes we previously paid in 2014, and higher cash flows due to favorable changes in the collection of trade and exchange gas receivables. These increases were offset by lower cash flow due to the timing of payments from our trade payables and rate case payments.

Investing Activities

The \$702 million net decrease in cash provided by investing activities for the first nine months of 2015 compared to the respective 2014 period was primarily attributable to:

- an \$819 million decrease in cash due to higher expenditures for acquisitions and investments. The overall increase in acquisitions was primarily related to the \$1,706 million (net of cash assumed) and \$158 million we paid for the Hiland and Vopak acquisitions, respectively, in the 2015 period, versus the \$961 million we paid for the Jones Act tankers in 2014;
- a \$321 million decrease in cash due to higher capital expenditures, which includes a \$185 million payment related to our ELC project in the third quarter of 2015. See discussion in Note 2 “Acquisitions” for further information regarding this purchase;
- a \$273 million increase in cash due to lower capital contributions to our equity investments, primarily due to a \$175 million contribution we made in the third quarter of 2014 to our 50%-owned Midcontinent Express Pipeline LLC to fund our share of its repayment of \$350 million in senior notes that matured on September 15, 2014; and
- a \$114 million increase in cash primarily due to favorable changes in restricted deposit accounts associated with our hedging activities.

Financing Activities

The net increase of \$675 million in cash provided by financing activities for the first nine months of 2015 compared to the respective 2014 period was primarily attributable to:

- a \$3,833 million increase in cash from the issuances of our Class P shares under our equity distribution agreement;
- a \$1,466 million increase in cash due to lower distributions to noncontrolling interests, primarily resulting from our acquisition of the noncontrolling interests associated with KMP and EPB in the Merger Transactions in November 2014;
- a \$180 million increase in cash due to the reduction of payments made to repurchase shares and warrants in the first nine months of 2015 compared to the respective 2014 period;
- a \$1,780 million decrease in cash due to higher total dividend payments;
- a \$1,631 million decrease in contributions provided by noncontrolling interests, primarily reflecting the proceeds received from the issuance of KMP’s and EPB’s common units to the public in the 2014 period and no proceeds in the 2015 period due to the Merger Transactions; and
- a \$1,394 million net decrease in cash from overall debt financing activities. See Note 3 “Debt” for further information regarding our debt activity.

Dividends

We remain on track to meet our full-year dividend target of \$2.00 per share on our common stock for 2015, an approximately 15% increase over the 2014 declared dividends of \$1.74 per share. While we are largely insulated from fluctuations in commodity prices due to our predominantly take-or-pay supported cash flows, the lower commodity price environment has decreased the amount by which we expect our cash available for dividends to exceed our full-year dividend target.

Three months ended	Total quarterly dividend per share for the period	Date of declaration	Date of record	Date of dividend
December 31, 2014	\$ 0.45	January 21, 2015	February 2, 2015	February 17, 2015
March 31, 2015	\$ 0.48	April 15, 2015	April 30, 2015	May 15, 2015
June 30, 2015	\$ 0.49	July 15, 2015	July 31, 2015	August 14, 2015
September 30, 2015	\$ 0.51	October 21, 2015	November 2, 2015	November 13, 2015

Our governing documents or credit agreements do not prohibit us from borrowing to pay dividends. The actual amount of dividends to be paid on our capital stock will depend on many factors, including our financial condition and results of operations, liquidity requirements, business prospects, capital requirements, legal, regulatory and contractual constraints, tax laws, Delaware laws and other factors. All of these matters will be taken into consideration by our board of directors in declaring dividends.

Our dividends are not cumulative. Consequently, if dividends on our common stock are not paid at the intended levels, our common stockholders are not entitled to receive those payments in the future. Our dividends generally will be paid on or about the 16th day of each February, May, August and November.

Item 3. Quantitative and Qualitative Disclosures About Market Risk.

There have been no material changes in market risk exposures that would affect the quantitative and qualitative disclosures presented as of December 31, 2014, in Item 7A in our 2014 Form 10-K. For more information on our risk management activities, see Item 1, Note 5 “Risk Management” to our consolidated financial statements.

Item 4. Controls and Procedures.

As of September 30, 2015, our management, including our Chief Executive Officer and Chief Financial Officer, has evaluated the effectiveness of the design and operation of our disclosure controls and procedures pursuant to Rule 13a-15(b) under the Securities Exchange Act of 1934. There are inherent limitations to the effectiveness of any system of disclosure controls and procedures, including the possibility of human error and the circumvention or overriding of the controls and procedures. Accordingly, even effective disclosure controls and procedures can only provide reasonable assurance of achieving their control objectives. Based upon and as of the date of the evaluation, our Chief Executive Officer and our Chief Financial Officer concluded that the design and operation of our disclosure controls and procedures were effective to provide reasonable assurance that information required to be disclosed in the reports we file and submit under the Securities Exchange Act of 1934 is recorded, processed, summarized and reported as and when required, and is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure. There has been no change in our internal control over financial reporting during the quarter ended September 30, 2015 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

PART II. OTHER INFORMATION

Item 1. Legal Proceedings.

See Part I, Item 1, Note 9 to our consolidated financial statements entitled “Litigation, Environmental, Other Contingencies and Commitments,” which is incorporated in this item by reference.

Item 1A. Risk Factors.

There have been no material changes in the risk factors disclosed in Part I, Item 1A in our 2014 Form 10-K.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds.

Our Purchases of Our Warrants

Period	Total number of securities purchased(a)	Average price paid per security	Total number of securities purchased as part of publicly announced plans(a)	Maximum approximate dollar value of securities that may yet be purchased under the plans or programs
July 1 to July 31, 2015	1,121,717	\$ 2.57	1,121,717	\$ 94,878,754
August 1 to August 31, 2015	1,664,269	\$ 1.50	1,664,269	\$ 92,369,260
September 1 to September 30, 2015	1,571,195	\$ 1.10	1,571,195	\$ 90,621,765
Total Warrants	4,357,181	\$ 1.63	4,357,181	\$ 90,621,765

(a) On June 12, 2015, we announced that our board of directors had approved a warrant repurchase program authorizing us to repurchase up to \$100 million of warrants.

Item 3. Defaults Upon Senior Securities.

None.

Item 4. Mine Safety Disclosures.

The information concerning mine safety violations or other regulatory matters required by Section 1503(a) of the Dodd-Frank Wall Street Reform and Consumer Protection Act and Item 104 of Regulation S-K (17 CFR 229.104) is included in exhibit 95.1 to this quarterly report.

Item 5. Other Information.

None.

Item 6. Exhibits.

- 3.1 * Amended and Restated Certificate of Incorporation of Kinder Morgan, Inc. (filed as Exhibit 3.1 to Kinder Morgan, Inc.'s Quarterly Report on Form 10-Q for the three months ended June 30, 2015).
- 3.2 * Amended and Restated Bylaws of Kinder Morgan, Inc. as amended by the Amendment No. 1 to the Amended and Restated Bylaws (filed as Exhibit 3.2 to Kinder Morgan, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2014).
- 10.1 Cross Guarantee Agreement, dated as of November 26, 2014, among Kinder Morgan, Inc. and certain of its subsidiaries, with schedules current as of September 30, 2015.
- 12.1 Statement re: computation of ratio of earnings to fixed charges.
- 31.1 Certification by Chief Executive Officer pursuant to Rule 13a-14(a) or 15d-14(a) of the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
- 31.2 Certification by Chief Financial Officer pursuant to Rule 13a-14(a) or 15d-14(a) of the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
- 32.1 Certification by Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
- 32.2 Certification by Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
- 95.1 Mine Safety Disclosures.
- 101 Interactive data files pursuant to Rule 405 of Regulation S-T: (i) our Consolidated Statements of Income for the three and nine months ended September 30, 2015 and 2014; (ii) our Consolidated Statements of Comprehensive Income for the three and nine months ended September 30, 2015 and 2014; (iii) our Consolidated Balance Sheets as of September 30, 2015 and December 31, 2014; (iv) our Consolidated Statements of Cash Flows for the nine months ended September 30, 2015 and 2014; (v) our Consolidated Statements of Stockholders' Equity for the nine months ended September 30, 2015 and 2014; and (vi) the notes to our Consolidated Financial Statements.

* Asterisk indicates exhibit incorporated by reference as indicated; all other exhibits are filed herewith, except as noted otherwise.

CROSS GUARANTEE AGREEMENT

This CROSS GUARANTEE AGREEMENT is dated as of November 26, 2014 (as amended, restated, supplemented or otherwise modified from time to time, this “Agreement”), by each of the signatories listed on the signature pages hereto and each of the other entities that becomes a party hereto pursuant to Section 19 (the “Guarantors” and individually, a “Guarantor”), for the benefit of the Guaranteed Parties (as defined below).

WITNESSETH:

WHEREAS, Kinder Morgan, Inc., a Delaware corporation (“KMI”), and certain of its direct and indirect Subsidiaries have outstanding senior, unsecured Indebtedness and may from time to time issue additional senior, unsecured Indebtedness;

WHEREAS, each Guarantor, other than KMI, is a direct or indirect Subsidiary of KMI;

WHEREAS, each Guarantor desires to provide the guarantee set forth herein with respect to the Indebtedness of such Guarantors that constitutes the Guaranteed Obligations; and

WHEREAS, each Guarantor acknowledges that it will derive substantial direct and indirect benefit from the making of the guarantees hereby;

NOW, THEREFORE, in consideration of the premises, the Guarantors hereby agree with each other for the benefit of the Guaranteed Parties as follows:

1. Defined Terms.

(a) As used in this Agreement, the following terms have the meanings specified below:

“Agreement” has the meaning provided in the preamble hereto.

“Bankruptcy Code” means Title 11 of the United States Code, as now or hereafter in effect, or any successor thereto.

“Capital Stock” means, with respect to any Person, any and all shares, interests, rights to purchase, warrants, options, participations or other equivalents (however designated) of such Person’s equity, including (i) all common stock and preferred stock, any limited or general partnership interest and any limited liability company member interest, (ii) beneficial interests in trusts, and (iii) any other interest or participation that confers upon a Person the right to receive a share of the profits and losses of, or distribution of assets of, the issuing Person.

“CFC” means a Person that is a “controlled foreign corporation” within the meaning of Section 957 of the Internal Revenue Code of 1986, as amended.

“Commodity Exchange Act” means the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

“Consolidated Assets” means, at the date of any determination thereof, the total assets of KMI and its Subsidiaries as set forth on a consolidated balance sheet of KMI and its Subsidiaries for their most recently completed fiscal quarter, prepared in accordance with GAAP.

“Consolidated Tangible Assets” means, at the date of any determination thereof, Consolidated Assets after deducting therefrom the value, net of any applicable reserves and accumulated

amortization, of all goodwill, trade names, trademarks, patents and other like intangible assets, all as set forth, or on a pro forma basis would be set forth, on a consolidated balance sheet of KMI and its Subsidiaries for their most recently completed fiscal quarter, prepared in accordance with GAAP.

“Domestic Subsidiary” means any Subsidiary of KMI organized under the laws of any jurisdiction within the United States.

“Excluded Subsidiary” means (i) any Subsidiary that is not a Wholly-owned Domestic Operating Subsidiary, (ii) any Domestic Subsidiary that is a Subsidiary of a CFC or any Domestic Subsidiary (including a disregarded entity for U.S. federal income tax purposes) substantially all of whose assets (held directly or through Subsidiaries) consist of Capital Stock of one or more CFCs or Indebtedness of such CFCs, (iii) any Immaterial Subsidiary, (iv) any Subsidiary listed on Schedule III, (v) each of Calnev Pipe Line LLC, SFPP, L.P., Kinder Morgan G.P., Inc. and EPEC Realty, Inc. and each of its Subsidiaries, (vi) any other Subsidiary that is not a Guarantor under the Revolving Credit Agreement Guarantee, (vii) any not-for-profit Subsidiary, (viii) any Subsidiary that is prohibited by a Requirement of Law from guaranteeing the Guaranteed Obligations, and (ix) any Subsidiary acquired by KMI or its Subsidiaries after the date of this Agreement to the extent, and so long as, the financing documentation governing any existing Indebtedness of such Subsidiary that survives such acquisition prohibits such Subsidiary from guaranteeing the Guaranteed Obligations; *provided*, that notwithstanding the foregoing, any Subsidiary that is party to the Revolving Credit Agreement Guarantee or that Guarantees any senior notes or senior debt securities issued by KMI (other than pursuant to this Agreement) shall not constitute an Excluded Subsidiary for so long as such Guarantee is in effect.

“Excluded Swap Obligation” means, with respect to any Guarantor, any Swap Obligation if, and to the extent that, all or a portion of the Guarantee of such Guarantor of such Swap Obligation (or any Guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Guarantor’s failure for any reason to constitute an “eligible contract participant” as defined in the Commodity Exchange Act and the regulations thereunder at the time the Guarantee of such Guarantor becomes effective with respect to such Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such Guarantee is or becomes illegal.

“GAAP” means generally accepted accounting principles in the United States of America from time to time, including as set forth in the opinions, statements and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and the Financial Accounting Standards Board.

“Governmental Authority” means the government of the United States of America or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra national bodies such as the European Union or the European Central Bank).

“Guarantee” of or by any Person (the “guarantor”) means any obligation, contingent or otherwise, of the guarantor guaranteeing or having the economic effect of guaranteeing any Indebtedness or other obligation of any other Person (the “primary obligor”) in any manner, whether directly or indirectly, and including any obligation of the guarantor, direct or indirect, (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation or to purchase (or to advance or supply funds for the purchase of) any security for the payment thereof, (ii) to purchase or lease property, securities or services for the purpose of assuring the owner of such Indebtedness

or other obligation of the payment thereof, (iii) to maintain working capital, equity capital or any other financial statement condition or liquidity of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other obligation or (iv) as an account party in respect of any letter of credit or letter of guaranty issued to support such Indebtedness or obligation; *provided* that the term Guarantee shall not include endorsements for collection or deposit in the ordinary course of business.

“Guarantee Termination Date” has the meaning set forth in Section 2(d).

“Guaranteed Obligations” means the Indebtedness set forth on Schedule I hereto, as such schedule may be amended from time to time in accordance with the terms of this Agreement; *provided* that the term “Guaranteed Obligations” shall exclude any Excluded Swap Obligations.

“Guaranteed Parties” means, collectively, (i) in the case of Guaranteed Obligations that are governed by trust indentures, the holders (as that term is defined in the applicable trust indenture) of such Guaranteed Obligations, (ii) in the case of Guaranteed Obligations that are governed by loan agreements, credit agreements, or similar agreements, the lenders providing such loans or credit, and (iii) in the case of Guaranteed Obligations with respect to Hedging Agreements, the counterparties under such agreements.

“Guarantor” has the meaning provided in the preamble hereto. Schedule II hereto, as such schedule may be amended from time to time in accordance with the terms of this Agreement, sets forth the name of each Guarantor.

“Hedging Agreement” means a financial instrument, agreement or security which hedges or is used to hedge or manage the risk associated with a change in interest rates, foreign currency exchange rates or commodity prices (but excluding any purchase, swap, derivative contract or similar agreement relating to power, electricity or any related commodity product).

“Immaterial Subsidiary” means any Subsidiary that is not a Material Subsidiary.

“Indebtedness” means, collectively, (i) any senior, unsecured obligation created or assumed by any Person for borrowed money, including all obligations of such Person evidenced by bonds, debentures, notes or similar instruments (other than surety, performance and guaranty bonds), and (ii) all payment obligations of any Person with respect to obligations under Hedging Agreements.

“Investment Grade Rating” means a rating equal to or higher than Baa3 by Moody’s and BBB- by S&P; *provided, however*, that if (i) either of Moody’s or S&P changes its rating system, such ratings shall be the equivalent ratings after such changes or (ii) Moody’s or S&P shall not make a rating of a Guaranteed Obligation publicly available, the references above to Moody’s or S&P or both of them, as the case may be, shall be to a nationally recognized U.S. rating agency or agencies, as the case may be, selected by KMI and the references to the ratings categories above shall be to the corresponding rating categories of such rating agency or rating agencies, as the case may be.

“Issuer” means the issuer, borrower, or other applicable primary obligor of a Guaranteed Obligation.

“KMI” has the meaning provided in the recitals hereto.

“Lien” means, with respect to any asset (i) any mortgage, deed of trust, lien, pledge, hypothecation, encumbrance, charge or security interest in, on or of such asset, and (ii) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset.

“Material Subsidiary” means, as at any date of determination, any Subsidiary of KMI whose total tangible assets (for purposes of the below, when combined with the tangible assets of such Subsidiary’s Subsidiaries, after eliminating intercompany obligations) as at such date of determination are greater than or equal to 5% of Consolidated Tangible Assets as of the last day of the fiscal quarter most recently ended for which financial statements of KMI have been filed with the SEC.

“Moody’s” means Moody’s Investors Service, Inc. and its successors.

“Operating Subsidiary” means any operating company that is a Subsidiary of KMI.

“Person” means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

“Qualified ECP Guarantor” means, in respect of any Swap Obligation, each Guarantor that has total assets exceeding \$10,000,000 at the time the relevant Guarantee becomes effective with respect to such Swap Obligation or such other person as constitutes an “eligible contract participant” under the Commodity Exchange Act or any regulations promulgated thereunder and can cause another person to qualify as an “eligible contract participant” at such time by entering into a keepwell under Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

“Rating Agencies” means Moody’s and S&P; *provided that*, if at the relevant time neither Moody’s nor S&P shall be rating the relevant Guaranteed Obligation, then “Rating Agencies” shall mean another nationally recognized rating service that rates such Guaranteed Obligation.

“Rating Date” means the date immediately prior to the earlier of (i) the occurrence of a Release Event and (ii) public notice of the intention to effect a Release Event.

“Rating Decline” means, with respect to a Guaranteed Obligation, the occurrence of the following on, or within 90 days after, the date of the occurrence of a Release Event or of public notice of the intention to effect a Release Event (which period may be extended so long as the rating of such Guaranteed Obligation is under publicly announced consideration for possible downgrade by either of the Rating Agencies): (i) in the event such Guaranteed Obligation is assigned an Investment Grade Rating by both Rating Agencies on the Rating Date, the rating of such Guaranteed Obligation by one or both of the Rating Agencies shall be below an Investment Grade Rating; or (ii) in the event such Guaranteed Obligation is rated below an Investment Grade Rating by either of the Rating Agencies on the Rating Date, any such below-Investment Grade Rating of such Guaranteed Obligation shall be decreased by one or more gradations (including gradations within rating categories as well as between rating categories).

“Release Event” has the meaning set forth in Section 6(b).

“Requirement of Law” means any law, statute, code, ordinance, order, determination, rule, regulation, judgment, decree, injunction, franchise, permit, certificate, license, authorization or other directive or requirement (whether or not having the force of law), including environmental laws, energy regulations and occupational, safety and health standards or controls, of any Governmental Authority.

“Revolving Credit Agreement” means the Revolving Credit Agreement, dated as of September 19, 2014, among KMI, the lenders party thereto and Barclays Bank PLC, as administrative agent, as such credit agreement may be amended, modified, supplemented or restated from time to time, or refunded, refinanced, restructured, replaced, renewed, repaid or extended from time to time (whether with the original agents and lenders or other agents or lenders or trustee or otherwise, and whether provided under the original credit agreement or other credit agreements or note indentures or otherwise), including, without limitation, increasing the amount of available borrowings or other Indebtedness thereunder.

“Revolving Credit Agreement Guarantee” means the Guarantee Agreement, dated as of November 26, 2014, made by the Subsidiaries of KMI party thereto in favor of Barclays Bank PLC, as administrative agent, for the benefit of the lenders and the issuing banks under the Revolving Credit Agreement, as such guarantee agreement may be amended, modified, supplemented or restated from time to time, and as it may be replaced or renewed from time to time in connection with any amendment, modification, supplement, restatement, refunding, refinancing, restructuring, replacement, renewal, repayment, or extension of any Revolving Credit Agreement from time to time.

“S&P” means Standard & Poor’s Rating Services, a division of The McGraw-Hill Companies, Inc., and its successors.

“SEC” means the United States Securities and Exchange Commission.

“Subsidiary” means, with respect to any Person (the “parent”) at any date, any corporation, limited liability company, partnership, association or other entity the accounts of which would be consolidated with those of the parent in the parent’s consolidated financial statements if such financial statements were prepared in accordance with GAAP as of such date, as well as any other corporation, limited liability company, partnership, association or other entity (a) of which securities or other ownership interests representing more than 50% of the equity or more than 50% of the ordinary voting power or, in the case of a partnership, more than 50% of the general partner interests are, as of such date, owned, controlled or held, or (b) that is, as of such date, otherwise controlled, by the parent or one or more Subsidiaries of the parent or by the parent and one or more Subsidiaries of the parent. Unless the context otherwise clearly requires, references in this Agreement to a “Subsidiary” or the “Subsidiaries” refer to a Subsidiary or the Subsidiaries of KMI. Notwithstanding the foregoing, Plantation Pipe Line Company, a Delaware and Virginia corporation, shall not be a Subsidiary of KMI until such time as its assets and liabilities, profit or loss and cash flow are required under GAAP to be consolidated with those of KMI.

“Swap Obligation” means, with respect to any Guarantor, any obligation to pay or perform under any agreement, contract or transaction that constitutes a “swap” within the meaning of Section 1a(47) of the Commodity Exchange Act.

“Wholly-owned Domestic Operating Subsidiary” means any Wholly-owned Subsidiary that constitutes (i) a Domestic Subsidiary and (ii) an Operating Subsidiary.

“Wholly-owned Subsidiary” means a Subsidiary of which all issued and outstanding Capital Stock (excluding in the case of a corporation, directors’ qualifying shares) is directly or indirectly owned by KMI.

(b) The words “hereof”, “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this

Agreement, and Section references are to Sections of this Agreement unless otherwise specified. The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”.

(c) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

2. Guarantee.

(a) Subject to the provisions of Section 2(b), each of the Guarantors hereby, jointly and severally, unconditionally and irrevocably, guarantees, as primary obligor and not merely as surety, for the benefit of the Guaranteed Parties, the prompt and complete payment when due (whether at the stated maturity, by acceleration or otherwise) of the Guaranteed Obligations; *provided* that each Guarantor shall be released from its respective guarantee obligations under this Agreement as provided in Section 6(b). Upon the failure of an Issuer to punctually pay any Guaranteed Obligation, each Guarantor shall, upon written demand by the applicable Guaranteed Party to such Guarantor, pay or cause to be paid such amounts.

(b) Anything herein to the contrary notwithstanding, the maximum liability of each Guarantor hereunder shall in no event exceed the amount that can be guaranteed by such Guarantor under the Bankruptcy Code or any applicable laws relating to fraudulent conveyances, fraudulent transfers or the insolvency of debtors after giving full effect to the liability under this Agreement and its related contribution rights set forth in this Section 2, but before taking into account any liabilities under any other Guarantees.

(c) Each Guarantor agrees that the Guaranteed Obligations may at any time and from time to time exceed the amount of the liability of such Guarantor hereunder (as a result of the limitations set forth in Section 2(b) or elsewhere in this Agreement) without impairing this Agreement or affecting the rights and remedies of any Guaranteed Party hereunder.

(d) No payment or payments made by any Issuer, any of the Guarantors, any other guarantor or any other Person or received or collected by any Guaranteed Party from any Issuer, any of the Guarantors, any other guarantor or any other Person by virtue of any action or proceeding or any set-off or appropriation or application at any time or from time to time in reduction of or in payment of any Guaranteed Obligation shall be deemed to modify, reduce, release or otherwise affect the liability of any Guarantor hereunder, which shall, notwithstanding any such payment or payments, other than payments made by such Guarantor in respect of such Guaranteed Obligation or payments received or collected from such Guarantor in respect of such Guaranteed Obligation, remain liable for the Guaranteed Obligations up to the maximum liability of such Guarantor hereunder until all Guaranteed Obligations (other than any contingent indemnity obligations not then due and any letters of credit that remain outstanding which have been fully cash collateralized or otherwise back-stopped to the reasonable satisfaction of the applicable issuing bank) shall have been discharged by payment in full or shall have been deemed paid and discharged by defeasance pursuant to the terms of the instruments governing such Guaranteed Obligations (the “Guarantee Termination Date”).

(e) If and to the extent required in order for the obligations of any Guarantor hereunder to be enforceable under applicable federal, state and other laws relating to the insolvency of debtors, the maximum liability of such Guarantor hereunder shall be limited to the greatest amount which can lawfully be guaranteed by such Guarantor under such laws, after giving effect to any rights of contribution, reimbursement and subrogation arising hereunder. Each Guarantor acknowledges and agrees

that, to the extent not prohibited by applicable law, (i) such Guarantor (as opposed to its creditors, representatives of creditors or bankruptcy trustee, including such Guarantor in its capacity as debtor in possession exercising any powers of a bankruptcy trustee) has no personal right under such laws to reduce, or request any judicial relief that has the effect of reducing, the amount of its liability under this Agreement, (ii) such Guarantor (as opposed to its creditors, representatives of creditors or bankruptcy trustee, including such Guarantor in its capacity as debtor in possession exercising any powers of a bankruptcy trustee) has no personal right to enforce the limitation set forth in this Section 2(e) or to reduce, or request judicial relief reducing, the amount of its liability under this Agreement, and (iii) the limitation set forth in this Section 2 (e) may be enforced only to the extent required under such laws in order for the obligations of such Guarantor under this Agreement to be enforceable under such laws and only by or for the benefit of a creditor, representative of creditors or bankruptcy trustee of such Guarantor or other Person entitled, under such laws, to enforce the provisions hereof.

3. Right of Contribution. Each Guarantor hereby agrees that to the extent that a Guarantor shall have paid more than its proportionate share of any payment made hereunder (including by way of set-off rights being exercised against it), such Guarantor shall be entitled to seek and receive contribution from and against any other Guarantor hereunder who has not paid its proportionate share of such payment as set forth in this Section 3. To the extent that any Guarantor shall be required hereunder to pay any portion of any Guaranteed Obligation guaranteed hereunder exceeding the greater of (a) the amount of the value actually received by such Guarantor and its Subsidiaries from such Guaranteed Obligation and (b) the amount such Guarantor would otherwise have paid if such Guarantor had paid the aggregate amount of such Guaranteed Obligation guaranteed hereunder (excluding the amount thereof repaid by the Issuer of such Guaranteed Obligation) in the same proportion as such Guarantor's net worth on the date enforcement is sought hereunder bears to the aggregate net worth of all the Guarantors on such date, then such Guarantor shall be reimbursed by such other Guarantors for the amount of such excess, pro rata, based on the respective net worth of such other Guarantors on such date; *provided* that any Guarantor's right of reimbursement shall be subject to the terms and conditions of Section 5 hereof. For purposes of determining the net worth of any Guarantor in connection with the foregoing, all Guarantees of such Guarantor other than pursuant to this Agreement will be deemed to be enforceable and payable after its obligations pursuant to this Agreement. The provisions of this Section 3 shall in no respect limit the obligations and liabilities of any Guarantor to the Guaranteed Parties, and each Guarantor shall remain liable to the Guaranteed Parties for the full amount guaranteed by such Guarantor hereunder.

4. No Right of Set-off. No Guaranteed Party shall have, as a result of this Agreement, any right of set-off against any amount owing by such Guaranteed Party to or for the credit or the account of a Guarantor.

5. No Subrogation. Notwithstanding any payment or payments made by any of the Guarantors hereunder, no Guarantor shall be entitled to be subrogated to any of the rights (or if subrogated by operation of law, such Guarantor hereby waives such rights to the extent permitted by applicable law) of any Guaranteed Party against any Issuer or any other Guarantor or any collateral security or guarantee or right of offset held by any Guaranteed Party for the payment of any Guaranteed Obligation, nor shall any Guarantor seek or be entitled to seek any contribution or reimbursement from any Issuer or any other Guarantor in respect of payments made by such Guarantor hereunder, until the Guarantee Termination Date. If any amount shall be paid to any Guarantor on account of such subrogation, contribution or reimbursement rights at any time prior to the Guarantee Termination Date, such amount shall be held by such Guarantor in trust for the applicable Guaranteed Parties, segregated from other funds of such Guarantor, and shall, forthwith upon receipt by such Guarantor, be turned over to the applicable Guaranteed Parties in the exact form received by such Guarantor (duly indorsed by such

Guarantor to the applicable Guaranteed Parties if required), to be applied against the applicable Guaranteed Obligation, whether due or to become due.

6. Amendments, etc. with Respect to the Guaranteed Obligations; Waiver of Rights; Release.

(a) Each Guarantor shall remain obligated hereunder notwithstanding that, without any reservation of rights against any Guarantor and without notice to or further assent by any Guarantor, (i) any demand for payment of any Guaranteed Obligation made by any Guaranteed Party may be rescinded by such party and any Guaranteed Obligation continued, (ii) a Guaranteed Obligation, or the liability of any other party upon or for any part thereof, or any collateral security or guarantee therefor or right of offset with respect thereto, may, from time to time, in whole or in part, be renewed, extended, amended, modified, accelerated, compromised, waived, allowed to lapse, surrendered or released by any Guaranteed Party, (iii) the instruments governing any Guaranteed Obligation may be amended, modified, supplemented or terminated, in whole or in part, and (iv) any collateral security, guarantee or right of offset at any time held by any Guaranteed Party for the payment of any Guaranteed Obligation may be sold, exchanged, waived, allowed to lapse, surrendered or released. No Guaranteed Party shall have any obligation to protect, secure, perfect or insure any Lien at any time held by it as security for the Guaranteed Obligations or for this Agreement or any property subject thereto. When making any demand hereunder against any Guarantor, a Guaranteed Party may, but shall be under no obligation to, make a similar demand on the Issuer of the applicable Guaranteed Obligation or any other Guarantor or any other person, and any failure by a Guaranteed Party to make any such demand or to collect any payments from such Issuer or any other Guarantor or any other person or any release of such Issuer or any other Guarantor or any other person shall not relieve any Guarantor in respect of which a demand or collection is not made or any Guarantor not so released of its several obligations or liabilities hereunder, and shall not impair or affect the rights and remedies, express or implied, or as a matter of law, of any Guaranteed Party against any Guarantor. For the purposes hereof “demand” shall include the commencement and continuance of any legal proceedings.

(b) A Guarantor shall be automatically released from its guarantee hereunder upon release of such Guarantor from the Revolving Credit Agreement Guarantee, including upon consummation of any transaction resulting in such Guarantor ceasing to constitute a Subsidiary or upon any Guarantor becoming an Excluded Subsidiary (such transaction or event, a “Release Event”).

(c) Upon the occurrence of a Release Event, each Guaranteed Obligation for which such released Guarantor was the Issuer shall be automatically released from the provisions of this Agreement and shall cease to constitute a Guaranteed Obligation hereunder; *provided* that in the case of any Guaranteed Obligation that has been assigned an Investment Grade Rating by the Rating Agencies, such Guaranteed Obligation shall be so released, effective as of the 91st day after the occurrence of the Release Event, if and only if a Rating Decline with respect to such Guaranteed Obligation does not occur.

7. Guarantee Absolute and Unconditional.

(a) Each Guarantor waives any and all notice of the creation, contraction, incurrence, renewal, extension, amendment, waiver or accrual of any of the Guaranteed Obligations, and notice of or proof of reliance by any Guaranteed Party upon this Agreement or acceptance of this Agreement. To the fullest extent permitted by applicable law, each Guarantor waives diligence, promptness, presentment, protest and notice of protest, demand for payment or performance, notice of default or nonpayment, notice of acceptance and any other notice in respect of the Guaranteed Obligations or any part of them, and any defense arising by reason of any disability or other defense of any Issuer or any of the Guarantors

with respect to the Guaranteed Obligations. Each Guarantor understands and agrees that this Agreement shall be construed as a continuing, absolute and unconditional guarantee of payment without regard to (i) the validity, regularity or enforceability of any of the Guaranteed Obligations, the indenture, loan agreement, note or other instrument evidencing or governing any of the Guaranteed Obligations or any collateral security therefor or guarantee or right of offset with respect thereto at any time or from time to time held by any Guaranteed Party, (ii) any defense, set-off or counterclaim (other than a defense of payment or performance) that may at any time be available to or be asserted by any Issuer against any Guaranteed Party or (iii) any other circumstance whatsoever (with or without notice to or knowledge of any Issuer or such Guarantor) that constitutes, or might be construed to constitute, an equitable or legal discharge of any Issuer for any of the Guaranteed Obligations, or of such Guarantor under this Agreement, in bankruptcy or in any other instance. When pursuing its rights and remedies hereunder against any Guarantor, any Guaranteed Party may, but shall be under no obligation to, pursue such rights and remedies as it may have against the Issuer or any other Person or against any collateral security or guarantee for the Guaranteed Obligations or any right of offset with respect thereto, and any failure by any Guaranteed Party to pursue such other rights or remedies or to collect any payments from the Issuer or any such other Person or to realize upon any such collateral security or guarantee or to exercise any such right of offset, or any release of the Issuer or any such other Person or any such collateral security, guarantee or right of offset, shall not relieve such Guarantor of any liability hereunder, and shall not impair or affect the rights and remedies, whether express, implied or available as a matter of law, of the other Guaranteed Parties against such Guarantor.

(b) This Agreement shall remain in full force and effect and be binding in accordance with and to the extent of its terms upon each Guarantor and the successors and assigns thereof and shall inure to the benefit of the Guaranteed Parties and their respective successors, indorsees, transferees and assigns until the Guarantee Termination Date.

8. Reinstatement. This Agreement shall continue to be effective, or be reinstated, as the case may be, if at any time payment, or any part thereof, of any of the Guaranteed Obligations is rescinded or must otherwise be restored or returned by any Guaranteed Party upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of any Issuer or any Guarantor, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, any Issuer or any Guarantor or any substantial part of its property, or otherwise, all as though such payments had not been made.

9. Payments. Each Guarantor hereby guarantees that payments hereunder will be paid to the applicable Guaranteed Parties without set-off or counterclaim in dollars.

10. Representations and Warranties. Each Guarantor hereby represents and warrants to each Guaranteed Party that the following representations and warranties are true and correct in all material respects as of the date of this Agreement or as of the date such Guarantor became a party to this Agreement, as applicable:

(a) such Guarantor (i) is a corporation, partnership or limited liability company duly organized or formed, validly existing and in good standing under the laws of the state of its incorporation, organization or formation, (ii) has all requisite corporate, partnership, limited liability company or other power and all material governmental licenses, authorizations, consents and approvals required to carry on its business as now conducted and (iii) is duly qualified to do business and is in good standing in every jurisdiction in which the failure to be so qualified would have a material adverse effect on its ability to perform its obligations under this Agreement;

(b) such Guarantor has all requisite corporate (or other organizational) power and authority to execute and deliver and to perform its obligations under this Agreement, and all such actions have been duly authorized by all necessary proceedings on its behalf;

(c) this Agreement has been duly and validly executed and delivered by or on behalf of such Guarantor and constitutes the valid and legally binding agreement of such Guarantor, enforceable against such Guarantor in accordance with its terms, except (i) as may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer, fraudulent conveyance or other similar laws relating to or affecting the enforcement of creditors' rights generally, and by general principles of equity (including principles of good faith, reasonableness, materiality and fair dealing) which may, among other things, limit the right to obtain equitable remedies (regardless of whether considered in a proceeding in equity or at law) and (ii) as to the enforceability of provisions for indemnification for violation of applicable securities laws, limitations thereon arising as a matter of law or public policy;

(d) no authorization, consent, approval, license or exemption of or registration, declaration or filing with any Governmental Authority is necessary for the valid execution and delivery of, or the performance by such Guarantor of its obligations hereunder, except those that have been obtained and such matters relating to performance as would ordinarily be done in the ordinary course of business after the date of this Agreement or as of the date such Guarantor became a party to this Agreement, as applicable; and

(e) neither the execution and delivery of, nor the performance by such Guarantor of its obligations under, this Agreement will (i) breach or violate any applicable Requirement of Law, (ii) result in any breach or violation of any of the terms, covenants, conditions or provisions of, or constitute a default under, or result in the creation or imposition of (or the obligation to create or impose) any Lien upon any of its property or assets (other than Liens created or contemplated by this Agreement) pursuant to the terms of, any indenture, mortgage, deed of trust, agreement or other instrument to which it or any of its Subsidiaries is party or by which any of its properties or assets, or those of any of its Subsidiaries is bound or to which it is subject, except for breaches, violations and defaults under clauses (i) and (ii) that neither individually nor in the aggregate could reasonably be expected to result in a material adverse effect on its ability to perform its obligations under this Agreement, or (iii) violate any provision of the organizational documents of such Guarantor.

11. Rights of Guaranteed Parties. Each Guarantor acknowledges and agrees that any changes in the identity of the Persons from time to time comprising the Guaranteed Parties gives rise to an equivalent change in the Guaranteed Parties, without any further act. Upon such an occurrence, the persons then comprising the Guaranteed Parties are vested with the rights, remedies and discretions of the Guaranteed Parties under this Agreement.

12. Notices.

(a) All notices, requests, demands and other communications to any Guarantor pursuant hereto shall be in writing and mailed, telecopied or delivered to such Guarantor in care of KMI, 1001 Louisiana Street, Suite 1000, Houston, Texas 77002, Attention: Treasurer, Telecopy: (713) 445-8302.

(b) KMI will provide a copy of this Agreement, including the most recently amended schedules and supplements hereto, to any Guaranteed Party upon written request to the address set forth in Section 12(a); *provided, however*, that KMI's obligations under this Section 12(b) shall be deemed satisfied if KMI has filed a copy of this Agreement, including the most recently amended schedules and

supplements hereto, with the SEC within three months preceding the date on which KMI receives such written request.

13. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. A set of the copies of this Agreement signed by all the parties shall be lodged with KMI.

14. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

15. Integration. This Agreement represents the agreement of each Guarantor with respect to the subject matter hereof, and there are no promises, undertakings, representations or warranties by any Guaranteed Party relative to the subject matter hereof not expressly set forth or referred to herein.

16. Amendments; No Waiver; Cumulative Remedies.

(a) None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by the affected Guarantors and KMI.

(b) The Guarantors may amend or supplement this Agreement by a written instrument executed by all Guarantors:

(i) to cure any ambiguity, defect or inconsistency;

(ii) to reflect a change in the Guarantors or the Guaranteed Obligations made in accordance with this Agreement;

(iii) to make any change that would provide any additional rights or benefits to the Guaranteed Parties or that would not adversely affect the legal rights hereunder of any Guaranteed Party in any material respect; or

(iv) to conform this Agreement to any change made to the Revolving Credit Agreement or to the Revolving Credit Agreement Guarantee.

Except as set forth in this clause (b) or otherwise provided herein, the Guarantors may not amend, supplement or otherwise modify this Agreement prior to the Guarantee Termination Date without the prior written consent of the holders of the majority of the outstanding principal amount of the Guaranteed Obligations (excluding obligations with respect to Hedging Agreements). Notwithstanding the foregoing, in the case of an amendment that would reasonably be expected to adversely, materially and disproportionately affect Guaranteed Parties with Guaranteed Obligations existing under Hedging Agreements relative to the other Guaranteed Parties, the foregoing exclusion of obligations with respect to Hedging Agreements shall not apply, and the outstanding principal amount attributable to each such Guaranteed Party's Guaranteed Obligations shall be deemed to be equal to the termination payment that

would be due to such Guaranteed Party as if the valuation date were an “Early Termination Date” under and calculated in accordance with each applicable Hedging Agreement.

(c) No Guaranteed Party shall by any act, delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of any Guaranteed Party, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by a Guaranteed Party of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy that such Guaranteed Party would otherwise have on any future occasion.

(d) The rights, remedies, powers and privileges herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any other rights or remedies provided by law.

17. Section Headings. The Section headings used in this Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

18. Successors and Assigns. This Agreement shall be binding upon the successors and assigns of each Guarantor and shall inure to the benefit of the Guaranteed Parties and their respective successors and permitted assigns, except that no Guarantor may assign, transfer or delegate any of its rights or obligations under this Agreement except pursuant to a transaction permitted by the Revolving Credit Agreement and in connection with a corresponding assignment under the Revolving Credit Agreement Guarantee.

19. Additional Guarantors.

(a) KMI shall cause each Subsidiary (other than any Excluded Subsidiary) formed or otherwise purchased or acquired after the date of this Agreement (including each Subsidiary that ceases to constitute an Excluded Subsidiary after the date of this Agreement) to execute a supplement to this Agreement and become a Guarantor within 45 days of the occurrence of the applicable event specified in this Section 19(a).

(b) Each Subsidiary of KMI that becomes, at the request of KMI, or that is required pursuant to Section 19(a) to become, a party to this Agreement shall become a Guarantor, with the same force and effect as if originally named as a Guarantor herein, for all purposes of this Agreement upon execution and delivery by such Subsidiary of a written supplement substantially in the form of Annex A hereto. The execution and delivery of any instrument adding an additional Guarantor as a party to this Agreement shall not require the consent of any other Guarantor hereunder. The rights and obligations of each Guarantor hereunder shall remain in full force and effect notwithstanding the addition of any new Guarantor as a party to this Agreement.

20. Additional Guaranteed Obligations. Any Indebtedness issued by a Guarantor or for which a Guarantor otherwise becomes obligated after the date of this Agreement shall become a Guaranteed Obligation upon the execution by all Guarantors of a notation of guarantee substantially in the form of Annex B hereto, which shall be affixed to the instrument or instruments evidencing such Indebtedness. Each such notation of guarantee shall be signed on behalf of each Guarantor by a duly authorized officer prior to the authentication or issuance of such Indebtedness.

21. **GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

22. Keepwell. Each Qualified ECP Guarantor hereby jointly and severally absolutely, unconditionally and irrevocably undertakes to provide such funds or other support as may be needed from time to time by each other Guarantor to honor all of its obligations under this Agreement in respect of Swap Obligations (provided, however, that each Qualified ECP Guarantor shall only be liable under this Section 22 for the maximum amount of such liability that can be hereby incurred without rendering its obligations under this Section 22, or otherwise under this Agreement, voidable under applicable law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). The obligations of each Qualified ECP Guarantor under this Section shall remain in full force and effect until the Guarantee Termination Date. Each Qualified ECP Guarantor intends that this Section 22 constitute, and this Section 22 shall be deemed to constitute, a “keepwell, support, or other agreement” for the benefit of each other Guarantor for all purposes of Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

[Signature pages follow]

COPANO PIPELINES/NORTH TEXAS, L.L.C.
COPANO PIPELINES/ROCKY MOUNTAINS, LLC
COPANO PIPELINES/SOUTH TEXAS LLC
COPANO PIPELINES/UPPER GULF COAST LLC
COPANO PROCESSING LLC
COPANO RISK MANAGEMENT LLC
COPANO/WEBB-DUVAL PIPELINE LLC
CPNO SERVICES LLC
DAKOTA BULK TERMINAL, INC.
DELTA TERMINAL SERVICES LLC
EAGLE FORD GATHERING LLC
EL PASO CHEYENNE HOLDINGS, L.L.C.
EL PASO CITRUS HOLDINGS, INC.
EL PASO CNG COMPANY, L.L.C.
EL PASO ENERGY SERVICE COMPANY, L.L.C.
EL PASO LLC
EL PASO MIDSTREAM GROUP LLC
EL PASO NATURAL GAS COMPANY, L.L.C.
EL PASO NORIC INVESTMENTS III, L.L.C.
EL PASO PIPELINE CORPORATION
EL PASO PIPELINE GP COMPANY, L.L.C.
EL PASO PIPELINE HOLDING COMPANY, L.L.C.
EL PASO PIPELINE LP HOLDINGS, L.L.C.
EL PASO PIPELINE PARTNERS, L.P.
By El Paso Pipeline GP Company, L.L.C., its general partner
EL PASO PIPELINE PARTNERS OPERATING COMPANY, L.L.C.
EL PASO RUBY HOLDING COMPANY, L.L.C.
EL PASO TENNESSEE PIPELINE CO., L.L.C.
ELBA EXPRESS COMPANY, L.L.C.
ELIZABETH RIVER TERMINALS LLC
EMORY B CRANE, LLC
EPBGP CONTRACTING SERVICES LLC
EP ENERGY HOLDING COMPANY
EP RUBY LLC
EPTP ISSUING CORPORATION
FERNANDINA MARINE CONSTRUCTION MANAGEMENT LLC
FRANK L. CRANE, LLC
GENERAL STEVEDORES GP, LLC
GENERAL STEVEDORES HOLDINGS LLC
GLOBAL AMERICAN TERMINALS LLC
HAMPSHIRE LLC
HARRAH MIDSTREAM LLC
HBM ENVIRONMENTAL, INC.
ICPT, L.L.C
J.R. NICHOLLS LLC
JAVELINA TUG LLC
JEANNIE BREWER LLC
JV TANKER CHARTERER LLC
KINDER MORGAN (DELAWARE), INC.
KINDER MORGAN 2-MILE LLC
KINDER MORGAN ADMINISTRATIVE SERVICES TAMPA LLC
KINDER MORGAN ALTAMONT LLC

KINDER MORGAN AMORY LLC
KINDER MORGAN ARROW TERMINALS HOLDINGS, INC.
KINDER MORGAN ARROW TERMINALS, L.P.

By Kinder Morgan River Terminals, LLC, its general partner
KINDER MORGAN BALTIMORE TRANSLOAD TERMINAL LLC
KINDER MORGAN BATTLEGROUND OIL LLC
KINDER MORGAN BORDER PIPELINE LLC
KINDER MORGAN BULK TERMINALS, INC.
KINDER MORGAN CARBON DIOXIDE TRANSPORTATION
COMPANY
KINDER MORGAN CO2 COMPANY, L.P.

By Kinder Morgan G.P., Inc., its general partner
KINDER MORGAN COCHIN LLC
KINDER MORGAN COLUMBUS LLC
KINDER MORGAN COMMERCIAL SERVICES LLC
KINDER MORGAN CRUDE & CONDENSATE LLC
KINDER MORGAN CRUDE OIL PIPELINES LLC
KINDER MORGAN CRUDE TO RAIL LLC
KINDER MORGAN CUSHING LLC
KINDER MORGAN DALLAS FORT WORTH RAIL TERMINAL LLC
KINDER MORGAN ENDEAVOR LLC
KINDER MORGAN ENERGY PARTNERS, L.P.

By Kinder Morgan G.P., Inc., its general partner
KINDER MORGAN EP MIDSTREAM LLC
KINDER MORGAN FINANCE COMPANY LLC
KINDER MORGAN FLEETING LLC
KINDER MORGAN FREEDOM PIPELINE LLC
KINDER MORGAN KEYSTONE GAS STORAGE LLC
KINDER MORGAN KMAP LLC
KINDER MORGAN LAS VEGAS LLC
KINDER MORGAN LINDEN TRANSLOAD TERMINAL LLC
KINDER MORGAN LIQUIDS TERMINALS LLC
KINDER MORGAN LIQUIDS TERMINALS ST. GABRIEL LLC
KINDER MORGAN MARINE SERVICES LLC
KINDER MORGAN MATERIALS SERVICES, LLC
KINDER MORGAN MID ATLANTIC MARINE SERVICES LLC
KINDER MORGAN NATGAS O&M LLC
KINDER MORGAN NORTH TEXAS PIPELINE LLC
KINDER MORGAN OPERATING L.P. "A"

By Kinder Morgan G.P., Inc., its general partner
KINDER MORGAN OPERATING L.P. "B"

By Kinder Morgan G.P., Inc., its general partner
KINDER MORGAN OPERATING L.P. "C"

By Kinder Morgan G.P., Inc., its general partner
KINDER MORGAN OPERATING L.P. "D"

By Kinder Morgan G.P., Inc., its general partner
KINDER MORGAN PECOS LLC
KINDER MORGAN PECOS VALLEY LLC
KINDER MORGAN PETCOKE GP LLC

KINDER MORGAN PETCOKE, L.P.

By Kinder Morgan Petcoke GP LLC, its general partner

KINDER MORGAN PETCOKE LP LLC

KINDER MORGAN PETROLEUM TANKERS LLC

KINDER MORGAN PIPELINE LLC

KINDER MORGAN PIPELINES (USA) INC.

KINDER MORGAN PORT MANATEE TERMINAL LLC

KINDER MORGAN PORT SUTTON TERMINAL LLC

KINDER MORGAN PORT TERMINALS USA LLC

KINDER MORGAN PRODUCTION COMPANY LLC

KINDER MORGAN RAIL SERVICES LLC

KINDER MORGAN RESOURCES II LLC

KINDER MORGAN RESOURCES III LLC

KINDER MORGAN RESOURCES LLC

KINDER MORGAN RIVER TERMINALS LLC

KINDER MORGAN SERVICES LLC

KINDER MORGAN SEVEN OAKS LLC

KINDER MORGAN SOUTHEAST TERMINALS LLC

KINDER MORGAN TANK STORAGE TERMINALS LLC

KINDER MORGAN TEJAS PIPELINE LLC

KINDER MORGAN TERMINALS, INC.

KINDER MORGAN TEXAS PIPELINE LLC

KINDER MORGAN TEXAS TERMINALS, L.P.

By General Stevedores GP, LLC, its general partner

KINDER MORGAN TRANSMIX COMPANY, LLC

KINDER MORGAN TREATING LP

By KM Treating GP LLC, its general partner

KINDER MORGAN URBAN RENEWAL, L.L.C.

KINDER MORGAN UTICA LLC

KINDER MORGAN VIRGINIA LIQUIDS TERMINALS LLC

KINDER MORGAN WINK PIPELINE LLC

KINDERHAWK FIELD SERVICES LLC

KM CRANE LLC

KM DECATUR, INC.

KM EAGLE GATHERING LLC

KM GATHERING LLC

KM KASKASKIA DOCK LLC

KM LIQUIDS TERMINALS LLC

KM NORTH CAHOKIA LAND LLC

KM NORTH CAHOKIA SPECIAL PROJECT LLC

KM NORTH CAHOKIA TERMINAL PROJECT LLC

KM SHIP CHANNEL SERVICES LLC

KM TREATING GP LLC

KM TREATING PRODUCTION LLC

KMBT LLC

KMGP CONTRACTING SERVICES LLC

KMGP SERVICES COMPANY, INC.

KN TELECOMMUNICATIONS, INC.

KNIGHT POWER COMPANY LLC

LOMITA RAIL TERMINAL LLC

MILWAUKEE BULK TERMINALS LLC

MJR OPERATING LLC

MOJAVE PIPELINE COMPANY, L.L.C.

MOJAVE PIPELINE OPERATING COMPANY, L.L.C.

MR. BENNETT LLC

[Signature Page to Cross Guarantee]

MR. VANCE LLC
NASSAU TERMINALS LLC
NGPL HOLDCO INC.
NS 307 HOLDINGS INC.
PADDY RYAN CRANE, LLC
PALMETTO PRODUCTS PIPE LINE LLC
PI 2 PELICAN STATE LLC
PINNEY DOCK & TRANSPORT LLC
QUEEN CITY TERMINALS LLC
RAHWAY RIVER LAND LLC
RAZORBACK TUG LLC
RCI HOLDINGS, INC.
RIVER TERMINALS PROPERTIES GP LLC
RIVER TERMINAL PROPERTIES, L.P.

By River Terminals Properties GP LLC, its general partner
SCISSORTAIL ENERGY, LLC
SNG PIPELINE SERVICES COMPANY, L.L.C.
SOUTHERN GULF LNG COMPANY, L.L.C.
SOUTHERN LIQUEFACTION COMPANY LLC
SOUTHERN LNG COMPANY, L.L.C.
SOUTHERN NATURAL GAS COMPANY, L.L.C.
SOUTHERN NATURAL ISSUING CORPORATION
SOUTHTEX TREATERS LLC
SOUTHWEST FLORIDA PIPELINE LLC
SRT VESSELS LLC
STEVEDORE HOLDINGS, L.P.

By Kinder Morgan Petcoke GP LLC, its general partner
TAJON HOLDINGS, INC.
TEJAS GAS, LLC
TEJAS NATURAL GAS, LLC
TENNESSEE GAS PIPELINE COMPANY, L.L.C.
TENNESSEE GAS PIPELINE ISSUING CORPORATION
TEXAN TUG LLC
TGP PIPELINE SERVICES COMPANY, L.L.C.
TRANS MOUNTAIN PIPELINE (PUGET SOUND) LLC
TRANSCOLORADO GAS TRANSMISSION COMPANY LLC
TRANSLOAD SERVICES, LLC
UTICA MARCELLUS TEXAS PIPELINE LLC
WESTERN PLANT SERVICES, INC.
WYOMING INTERSTATE COMPANY, L.L.C.

By: /s/ Anthony B. Ashley
Anthony Ashley
Vice President

ANNEX A TO
THE CROSS GUARANTEE AGREEMENT

SUPPLEMENT NO. [] dated as of [] to the CROSS GUARANTEE AGREEMENT dated as of [] (the “Agreement”), among each of the Guarantors listed on the signature pages thereto and each of the other entities that becomes a party thereto pursuant to Section 19 of the Agreement (each such entity individually, a “Guarantor” and, collectively, the “Guarantors”). Unless otherwise defined herein, terms defined in the Agreement and used herein shall have the meanings given to them in the Agreement.

A. The Guarantors consist of Kinder Morgan, Inc., a Delaware corporation (“KMI”), and certain of its direct and indirect Subsidiaries, and the Guarantors have entered into the Agreement in order to provide guarantees of certain of the Guarantors’ senior, unsecured Indebtedness outstanding from time to time.

B. Section 19 of the Agreement provides that additional Subsidiaries may become Guarantors under the Agreement by execution and delivery of an instrument in the form of this Supplement. Each undersigned Subsidiary (each a “New Guarantor”) is executing this Supplement at the request of KMI or in accordance with the requirements of the Agreement to become a Guarantor under the Agreement.

Accordingly, each New Guarantor agrees as follows:

SECTION 1. In accordance with Section 19 of the Agreement, each New Guarantor by its signature below becomes a Guarantor under the Agreement with the same force and effect as if originally named therein as a Guarantor and each New Guarantor hereby (a) agrees to all the terms and provisions of the Agreement applicable to it as a Guarantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Guarantor thereunder are true and correct on and as of the date hereof. Each reference to a Guarantor in the Agreement shall be deemed to include each New Guarantor. The Agreement is hereby incorporated herein by reference.

SECTION 2. Each New Guarantor represents and warrants to the Guaranteed Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.

SECTION 3. This Supplement may be executed by one or more of the parties to this Supplement on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. A set of the copies of this Supplement signed by all the parties shall be lodged with KMI. This Supplement shall become effective as to each New Guarantor when KMI shall have received a counterpart of this Supplement that bears the signature of such New Guarantor.

SECTION 4. Except as expressly supplemented hereby, the Agreement shall remain in full force and effect.

SECTION 5. THIS SUPPLEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6. Any provision of this Supplement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 7. All notices, requests and demands pursuant hereto shall be made in accordance with Section 12 of the Agreement. All communications and notices hereunder to each New Guarantor shall be given to it in care of KMI at the address set forth in Section 12 of the Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, each New Guarantor has duly executed this Supplement to the Agreement as of the day and year first above written.

_____ as Guarantor

By: _____
Name:
Title:

ANNEX B TO
THE CROSS GUARANTEE AGREEMENT

FORM OF NOTATION OF GUARANTEE

Subject to the limitations set forth in the Cross Guarantee Agreement, dated as of [•] (the “Guarantee Agreement”), the undersigned Guarantors hereby certify that this [Indebtedness] constitutes a Guaranteed Obligation, entitled to all the rights as such set forth in the Guarantee Agreement. The Guarantors may be released from their guarantees upon the terms and subject to the conditions provided in the Guarantee Agreement. Capitalized terms used but not defined in this notation of guarantee have the meanings assigned such terms in the Guarantee Agreement, a copy of which will be provided to [a holder of this instrument] upon request to [Issuer].

Schedule I of the Guarantee Agreement is hereby deemed to be automatically updated to include this [Indebtedness] thereon as a Guaranteed Obligation.

[GUARANTORS],
as Guarantor

By: _____
Name:
Title:

SCHEDULE I

Guaranteed Obligations
Current as of: June 30, 2015

Issuer	Indebtedness	Maturity
Kinder Morgan, Inc.	5.15% notes	March 1, 2015
Kinder Morgan, Inc.	5.70% notes	January 5, 2016
Kinder Morgan, Inc.	8.25% bonds	February 15, 2016
Kinder Morgan, Inc.	\$100 million Letter of Credit Facility	June 20, 2016
Kinder Morgan, Inc.	7.00% bonds	June 15, 2017
Kinder Morgan, Inc.	2.00% notes	December 1, 2017
Kinder Morgan, Inc.	6.00% notes	January 15, 2018
Kinder Morgan, Inc.	7.00% bonds (Sonat)	February 1, 2018
Kinder Morgan, Inc.	7.25% bonds	June 1, 2018
Kinder Morgan, Inc.	3.05% notes	December 1, 2019
Kinder Morgan, Inc.	6.50% bonds	September 15, 2020
Kinder Morgan, Inc.	5.00% notes	February 15, 2021
Kinder Morgan, Inc.	1.500% notes	March 16, 2022
Kinder Morgan, Inc.	5.625% notes	November 15, 2023
Kinder Morgan, Inc.	4.30% notes	June 1, 2025
Kinder Morgan, Inc.	6.70% bonds (Coastal)	February 15, 2027
Kinder Morgan, Inc.	2.250% notes	March 16, 2027
Kinder Morgan, Inc.	6.67% debentures	November 1, 2027
Kinder Morgan, Inc.	7.25% debentures	March 1, 2028
Kinder Morgan, Inc.	6.95% bonds (Coastal)	June 1, 2028
Kinder Morgan, Inc.	8.05% bonds	October 15, 2030
Kinder Morgan, Inc.	7.80% bonds	August 1, 2031
Kinder Morgan, Inc.	7.75% bonds	January 15, 2032
Kinder Morgan, Inc.	5.30% notes	December 1, 2034
Kinder Morgan, Inc.	7.75% bonds (Coastal)	October 15, 2035
Kinder Morgan, Inc.	6.40% notes	January 5, 2036
Kinder Morgan, Inc.	7.42% bonds (Coastal)	February 15, 2037
Kinder Morgan, Inc.	5.55% notes	June 1, 2045
Kinder Morgan, Inc.	5.050% notes	February 15, 2046
Kinder Morgan, Inc.	7.45% debentures	March 1, 2098
Kinder Morgan Energy Partners, L.P.	3.50% bonds	March 1, 2016
Kinder Morgan Energy Partners, L.P.	6.00% bonds	February 1, 2017
Kinder Morgan Energy Partners, L.P.	5.95% bonds	February 15, 2018
Kinder Morgan Energy Partners, L.P.	9.00% bonds	February 1, 2019
Kinder Morgan Energy Partners, L.P.	2.65% bonds	February 1, 2019
Kinder Morgan Energy Partners, L.P.	6.85% bonds	February 15, 2020
Kinder Morgan Energy Partners, L.P.	5.30% bonds	September 15, 2020
Kinder Morgan Energy Partners, L.P.	5.80% bonds	March 1, 2021
Kinder Morgan Energy Partners, L.P.	3.50% bonds	March 1, 2021
Kinder Morgan Energy Partners, L.P.	4.15% bonds	March 1, 2022
Kinder Morgan Energy Partners, L.P.	3.95% bonds	September 1, 2022

Schedule I
(Guaranteed Obligations)
Current as of: June 30, 2015

Issuer	Indebtedness	Maturity
Kinder Morgan Energy Partners, L.P.	3.45% bonds	February 15, 2023
Kinder Morgan Energy Partners, L.P.	3.50% bonds	September 1, 2023
Kinder Morgan Energy Partners, L.P.	4.15% bonds	February 1, 2024
Kinder Morgan Energy Partners, L.P.	4.25% bonds	September 1, 2024
Kinder Morgan Energy Partners, L.P.	7.40% bonds	March 15, 2031
Kinder Morgan Energy Partners, L.P.	7.75% bonds	March 15, 2032
Kinder Morgan Energy Partners, L.P.	7.30% bonds	August 15, 2033
Kinder Morgan Energy Partners, L.P.	5.80% bonds	March 15, 2035
Kinder Morgan Energy Partners, L.P.	6.50% bonds	February 1, 2037
Kinder Morgan Energy Partners, L.P.	6.95% bonds	January 15, 2038
Kinder Morgan Energy Partners, L.P.	6.50% bonds	September 1, 2039
Kinder Morgan Energy Partners, L.P.	6.55% bonds	September 15, 2040
Kinder Morgan Energy Partners, L.P.	6.375% bonds	March 1, 2041
Kinder Morgan Energy Partners, L.P.	5.625% bonds	September 1, 2041
Kinder Morgan Energy Partners, L.P.	5.00% bonds	August 15, 2042
Kinder Morgan Energy Partners, L.P.	5.00% bonds	March 1, 2043
Kinder Morgan Energy Partners, L.P.	5.50% bonds	March 1, 2044
Kinder Morgan Energy Partners, L.P.	5.40% bonds	September 1, 2044
El Paso Pipeline Partners, L.P.	4.10% bonds	November 15, 2015
El Paso Pipeline Partners, L.P.	6.50% bonds	April 1, 2020
El Paso Pipeline Partners, L.P.	5.00% bonds	October 1, 2021
El Paso Pipeline Partners, L.P.	4.30% bonds	May 1, 2024
El Paso Pipeline Partners, L.P.	7.50% bonds	November 15, 2040
El Paso Pipeline Partners, L.P.	4.70% bonds	November 1, 2042
Tennessee Gas Pipeline Co.	8.00% bonds	February 1, 2016
Tennessee Gas Pipeline Co.	7.50% bonds	April 1, 2017
Tennessee Gas Pipeline Co.	7.00% bonds	March 15, 2027
Tennessee Gas Pipeline Co.	7.00% bonds	October 15, 2028
Tennessee Gas Pipeline Co.	8.375% bonds	June 15, 2032
Tennessee Gas Pipeline Co.	7.625% bonds	April 1, 2037
El Paso Natural Gas Co.	5.95% bonds	April 15, 2017
El Paso Natural Gas Co.	8.625% bonds	January 15, 2022
El Paso Natural Gas Co.	7.50% bonds	November 15, 2026
El Paso Natural Gas Co.	8.375% bonds	June 15, 2032
Colorado Interstate Gas Co.	6.8% bonds	November 15, 2015
Colorado Interstate Gas Co.	6.85% bonds	June 15, 2037
Southern Natural Gas Co.	5.90% bonds	April 1, 2017
Southern Natural Gas Co.	4.40% bonds	June 15, 2021
Southern Natural Gas Co.	7.35% bonds	February 15, 2031
Southern Natural Gas Co.	8.00% bonds	March 1, 2032
Copano Energy LLC	7.125% bonds	April 1, 2021
El Paso Tennessee Pipeline Co.	7.25% bonds	December 15, 2025
Other	KM LQT IRBs-Stolt floating rate bonds	January 15, 2018
Other	KM LQT IRBs-Stolt floating rate bonds \$25,000,000 (plus accrued and unpaid interest) letter of credit	March 11, 2015
Other	5.50% KM Columbus MBFC notes	September 1, 2022

Schedule I
(Guaranteed Obligations)
Current as of: June 30, 2015

Issuer	Indebtedness	Maturity
Other	Cora industrial revenue bonds	April 1, 2024
Hiland Partners Holdings LLC and Hiland Partners Finance Corp.	7.25% notes	October 1, 2020
Hiland Partners Holdings LLC and Hiland Partners Finance Corp.	5.50% notes	May 15, 2022

Hedging Agreements¹

Issuer	Guaranteed Party	Date
Kinder Morgan, Inc.	Bank of America, N.A.	August 29, 2001
Kinder Morgan, Inc.	Citibank, N.A.	March 14, 2002
Kinder Morgan, Inc.	J. Aron & Company	December 23, 2011
Kinder Morgan, Inc.	SunTrust Bank	August 29, 2001
Kinder Morgan, Inc.	Barclays Bank PLC	November 26, 2014
Kinder Morgan, Inc.	Bank of Tokyo-Mitsubishi, Ltd., New York Branch	November 26, 2014
Kinder Morgan, Inc.	Canadian Imperial Bank of Commerce	November 26, 2014
Kinder Morgan, Inc.	Compass Bank	March 24, 2015
Kinder Morgan, Inc.	Credit Agricole Corporate and Investment Bank	November 26, 2014
Kinder Morgan, Inc.	Credit Suisse International	November 26, 2014
Kinder Morgan, Inc.	Deutsche Bank AG	November 26, 2014
Kinder Morgan, Inc.	ING Capital Markets LLC	November 26, 2014
Kinder Morgan, Inc.	Mizuho Capital Markets Corporation	November 26, 2014
Kinder Morgan, Inc.	Royal Bank of Canada	November 26, 2014
Kinder Morgan, Inc.	The Bank of Nova Scotia	November 26, 2014
Kinder Morgan, Inc.	The Royal Bank of Scotland PLC	November 26, 2014
Kinder Morgan, Inc.	Societe Generale	November 26, 2014
Kinder Morgan, Inc.	UBS AG	November 26, 2014
Kinder Morgan, Inc.	Wells Fargo Bank, N.A.	November 26, 2014
Kinder Morgan Energy Partners, L.P.	Bank of America, N.A.	April 14, 1999
Kinder Morgan Energy Partners, L.P.	Bank of Tokyo-Mitsubishi, Ltd., New York Branch	November 23, 2004
Kinder Morgan Energy Partners, L.P.	Barclays Bank PLC	November 18, 2003
Kinder Morgan Energy Partners, L.P.	Canadian Imperial Bank of Commerce	August 4, 2011
Kinder Morgan Energy Partners, L.P.	Citibank, N.A.	March 14, 2002
Kinder Morgan Energy Partners, L.P.	Credit Agricole Corporate and Investment Bank	June 20, 2014
Kinder Morgan Energy Partners, L.P.	Credit Suisse International	May 14, 2010
Kinder Morgan Energy Partners, L.P.	Deutsche Bank AG	April 2, 2009
Kinder Morgan Energy Partners, L.P.	ING Capital Markets LLC	September 21, 2011

¹ Guaranteed Obligations with respect to Hedging Agreements include International Swaps and Derivatives Association Master Agreements (“ISDAs”) and all transactions entered into pursuant to any ISDA listed on this Schedule I.

Schedule I
(Guaranteed Obligations)
Current as of: June 30, 2015

Hedging Agreements¹

Issuer	Guaranteed Party	Date
Kinder Morgan Energy Partners, L.P.	J. Aron & Company	November 11, 2004
Kinder Morgan Energy Partners, L.P.	JPMorgan Chase Bank	August 29, 2001
Kinder Morgan Energy Partners, L.P.	Mizuho Capital Markets Corporation	July 11, 2014
Kinder Morgan Energy Partners, L.P.	Morgan Stanley Capital Services Inc.	March 10, 2010
Kinder Morgan Energy Partners, L.P.	Royal Bank of Canada	March 12, 2009
Kinder Morgan Energy Partners, L.P.	The Royal Bank of Scotland PLC	March 20, 2009
Kinder Morgan Energy Partners, L.P.	The Bank of Nova Scotia	August 14, 2003
Kinder Morgan Energy Partners, L.P.	Societe Generale	July 18, 2014
Kinder Morgan Energy Partners, L.P.	SunTrust Bank	March 14, 2002
Kinder Morgan Energy Partners, L.P.	UBS AG	February 23, 2011
Kinder Morgan Energy Partners, L.P.	Wells Fargo Bank, N.A.	July 31, 2007
Kinder Morgan Texas Pipeline LLC	Barclays Bank PLC	January 10, 2003
Kinder Morgan Texas Pipeline LLC	Canadian Imperial Bank of Commerce	December 18, 2006
Kinder Morgan Texas Pipeline LLC	Citibank, N.A.	February 22, 2005
Kinder Morgan Texas Pipeline LLC	Credit Suisse International	August 31, 2012
Kinder Morgan Texas Pipeline LLC	Deutsche Bank AG	June 13, 2007
Kinder Morgan Texas Pipeline LLC	ING Capital Markets LLC	April 17, 2014
Kinder Morgan Production Company LP	J. Aron & Company	June 12, 2006
Kinder Morgan Texas Pipeline LLC	J. Aron & Company	June 8, 2000
Kinder Morgan Texas Pipeline LLC	JPMorgan Chase Bank, N.A.	September 7, 2006
Kinder Morgan Texas Pipeline LLC	Macquarie Bank Limited	September 20, 2010
Kinder Morgan Texas Pipeline LLC	Merrill Lynch Commodities, Inc.	October 24, 2001
Kinder Morgan Texas Pipeline LLC	Morgan Stanley Capital Group Inc.	January 15, 2004
Kinder Morgan Texas Pipeline LLC	Natixis	June 13, 2011
Kinder Morgan Texas Pipeline LLC	Phillips 66 Company	March 30, 2015
Kinder Morgan Texas Pipeline LLC	Royal Bank of Canada	May 6, 2009
Kinder Morgan Texas Pipeline LLC	The Bank of Nova Scotia	May 8, 2014
Kinder Morgan Texas Pipeline LLC	Shell Trading (US) Company	November 14, 2011
Kinder Morgan Texas Pipeline LLC	Societe Generale	January 14, 2003
Kinder Morgan Texas Pipeline LLC	Wells Fargo Bank, N.A.	June 1, 2013
Copano Risk Management, L.P.	Citibank, N.A.	July 21, 2008
Copano Risk Management, L.P.	J. Aron & Company	December 12, 2005
Copano Risk Management, L.P.	Morgan Stanley Capital Group Inc.	May 4, 2007
Copano Risk Management, L.P.	Wells Fargo Bank, N.A.	October 19, 2007

SCHEDULE II

Guarantors

Current as of: September 30, 2015

Agnes B Crane, LLC	CPNO Services LLC
American Petroleum Tankers II LLC	Dakota Bulk Terminal, Inc.
American Petroleum Tankers III LLC	Delta Terminal Services LLC
American Petroleum Tankers IV LLC	Eagle Ford Gathering LLC
American Petroleum Tankers LLC	El Paso Cheyenne Holdings, L.L.C.
American Petroleum Tankers Parent LLC	El Paso Citrus Holdings, Inc.
American Petroleum Tankers V LLC	El Paso CNG Company, L.L.C.
American Petroleum Tankers VI LLC	El Paso Energy Service Company, L.L.C.
American Petroleum Tankers VII LLC	El Paso LLC
APT Florida LLC	El Paso Midstream Group LLC
APT Intermediate Holdco LLC	El Paso Natural Gas Company, L.L.C.
APT New Intermediate Holdco LLC	El Paso Noric Investments III, L.L.C.
APT Pennsylvania LLC	El Paso Ruby Holding Company, L.L.C.
APT Sunshine State LLC	El Paso Tennessee Pipeline Co., L.L.C.
Audrey Tug LLC	Elba Express Company, L.L.C.
Bear Creek Storage Company, L.L.C.	Elba Liquefaction Company, L.L.C.
Betty Lou LLC	Elizabeth River Terminals LLC
Camino Real Gathering Company, L.L.C.	Emory B Crane, LLC
Cantera Gas Company LLC	EP Energy Holding Company
CDE Pipeline LLC	EP Ruby LLC
Central Florida Pipeline LLC	EPBGP Contracting Services LLC
Cheyenne Plains Gas Pipeline Company, L.L.C.	EPTP Issuing Corporation
CIG Gas Storage Company LLC	Fernandina Marine Construction Management LLC
CIG Pipeline Services Company, L.L.C.	Frank L. Crane, LLC
Cimmarron Gathering LLC	General Stevedores GP, LLC
Colorado Interstate Gas Company, L.L.C.	General Stevedores Holdings LLC
Colorado Interstate Issuing Corporation	Global American Terminals LLC
Copano Double Eagle LLC	Hampshire LLC
Copano Energy Finance Corporation	Harrah Midstream LLC
Copano Energy Services/Upper Gulf Coast LLC	HBM Environmental, Inc.
Copano Energy, L.L.C.	Hiland Crude, LLC
Copano Field Services GP, L.L.C.	Hiland Partners Finance Corp.
Copano Field Services/North Texas, L.L.C.	Hiland Partners Holdings LLC
Copano Field Services/South Texas LLC	ICPT, L.L.C.
Copano Field Services/Upper Gulf Coast LLC	Independent Trading & Transportation Company I, L.L.C.
Copano Liberty, LLC	J.R. Nicholls LLC
Copano NGL Services (Markham), L.L.C.	Javelina Tug LLC
Copano NGL Services LLC	Jeannie Brewer LLC
Copano Pipelines Group, L.L.C.	JV Tanker Charterer LLC
Copano Pipelines/North Texas, L.L.C.	Kinder Morgan (Delaware), Inc.
Copano Pipelines/Rocky Mountains, LLC	Kinder Morgan 2-Mile LLC
Copano Pipelines/South Texas LLC	Kinder Morgan Administrative Services Tampa LLC
Copano Pipelines/Upper Gulf Coast LLC	Kinder Morgan Altamont LLC
Copano Processing LLC	Kinder Morgan Amory LLC
Copano Risk Management LLC	
Copano/Webb-Duval Pipeline LLC	

Kinder Morgan Arrow Terminals Holdings, Inc.
Kinder Morgan Arrow Terminals, L.P.
Kinder Morgan Baltimore Transload Terminal
LLC
Kinder Morgan Battleground Oil LLC
Kinder Morgan Border Pipeline LLC
Kinder Morgan Bulk Terminals, Inc.
Kinder Morgan Carbon Dioxide Transportation
Company
Kinder Morgan CO2 Company, L.P.
Kinder Morgan Cochin LLC
Kinder Morgan Columbus LLC
Kinder Morgan Commercial Services LLC
Kinder Morgan Contracting Services LLC
Kinder Morgan Crude & Condensate LLC
Kinder Morgan Crude Oil Pipelines LLC
Kinder Morgan Crude to Rail LLC
Kinder Morgan Cushing LLC
Kinder Morgan Dallas Fort Worth Rail Terminal
LLC
Kinder Morgan Endeavor LLC
Kinder Morgan Energy Partners, L.P.
Kinder Morgan EP Midstream LLC
Kinder Morgan Finance Company LLC
Kinder Morgan Fleeting LLC
Kinder Morgan Freedom Pipeline LLC
Kinder Morgan Galena Park West LLC
Kinder Morgan, Inc.
Kinder Morgan Keystone Gas Storage LLC
Kinder Morgan KMAP LLC
Kinder Morgan Las Vegas LLC
Kinder Morgan Linden Transload Terminal LLC
Kinder Morgan Liquids Terminals LLC
Kinder Morgan Liquids Terminals St. Gabriel
LLC
Kinder Morgan Marine Services LLC
Kinder Morgan Materials Services, LLC
Kinder Morgan Mid Atlantic Marine Services
LLC
Kinder Morgan NatGas O&M LLC
Kinder Morgan NGL LLC
Kinder Morgan North Texas Pipeline LLC
Kinder Morgan Operating L.P. “ A”
Kinder Morgan Operating L.P. “ B”
Kinder Morgan Operating L.P. “ C”
Kinder Morgan Operating L.P. “ D”
Kinder Morgan Pecos LLC
Kinder Morgan Pecos Valley LLC
Kinder Morgan Petcoke GP LLC
Kinder Morgan Petcoke LP LLC
Kinder Morgan Petcoke, L.P.
Kinder Morgan Petroleum Tankers LLC
Kinder Morgan Pipeline LLC
Kinder Morgan Port Manatee Terminal LLC
Kinder Morgan Port Sutton Terminal LLC
Kinder Morgan Port Terminals USA LLC
Kinder Morgan Production Company LLC
Kinder Morgan Rail Services LLC
Kinder Morgan Resources II LLC
Kinder Morgan Resources III LLC
Kinder Morgan Resources LLC
Kinder Morgan River Terminals LLC
Kinder Morgan Services LLC
Kinder Morgan Seven Oaks LLC
Kinder Morgan Southeast Terminals LLC
Kinder Morgan Scurry Connector LLC
Kinder Morgan Tank Storage Terminals LLC
Kinder Morgan Tejas Pipeline LLC
Kinder Morgan Terminals, Inc.
Kinder Morgan Terminals Wilmington LLC
Kinder Morgan Texas Pipeline LLC
Kinder Morgan Texas Terminals, L.P.
Kinder Morgan Transmix Company, LLC
Kinder Morgan Treating LP
Kinder Morgan Urban Renewal, L.L.C.
Kinder Morgan Utica LLC
Kinder Morgan Virginia Liquids Terminals LLC
Kinder Morgan Wink Pipeline LLC
KinderHawk Field Services LLC
KM Crane LLC
KM Decatur, Inc.
KM Eagle Gathering LLC
KM Gathering LLC
KM Kaskaskia Dock LLC
KM Liquids Terminals LLC
KM North Cahokia Land LLC
KM North Cahokia Special Project LLC
KM North Cahokia Terminal Project LLC
KM Ship Channel Services LLC
KM Treating GP LLC
KM Treating Production LLC
KMBT LLC
KMGP Services Company, Inc.
KN Telecommunications, Inc.
Knight Power Company LLC
Lomita Rail Terminal LLC
Milwaukee Bulk Terminals LLC
MJR Operating LLC
Mojave Pipeline Company, L.L.C.
Mojave Pipeline Operating Company, L.L.C.

Mr. Bennett LLC
Mr. Vance LLC
Nassau Terminals LLC
NGPL Holdco Inc.
Paddy Ryan Crane, LLC
Palmetto Products Pipe Line LLC
PI 2 Pelican State LLC
Pinney Dock & Transport LLC
Queen City Terminals LLC
Rahway River Land LLC
Razorback Tug LLC
RCI Holdings, Inc.
River Terminals Properties GP LLC
River Terminal Properties, L.P.
ScissorTail Energy, LLC
SNG Pipeline Services Company, L.L.C.
Southern Gulf LNG Company, L.L.C.
Southern Liquefaction Company LLC
Southern LNG Company, L.L.C.
Southern Natural Gas Company, L.L.C.
Southern Natural Issuing Corporation
SouthTex Treaters LLC
Southwest Florida Pipeline LLC
SRT Vessels LLC
Stevedore Holdings, L.P.
Tajon Holdings, Inc.
Tejas Gas, LLC
Tejas Natural Gas, LLC
Tennessee Gas Pipeline Company, L.L.C.
Tennessee Gas Pipeline Issuing Corporation
Texan Tug LLC
TGP Pipeline Services Company, L.L.C.
Trans Mountain Pipeline (Puget Sound) LLC
TransColorado Gas Transmission Company LLC
Transload Services, LLC
Utica Marcellus Texas Pipeline LLC
Western Plant Services, Inc.
Wyoming Interstate Company, L.L.C.

SCHEDULE III**Excluded Subsidiaries**

ANR Real Estate Corporation
Coastal Eagle Point Oil Company
Coastal Oil New England, Inc.
Colton Processing Facility
Coscol Petroleum Corporation
El Paso CGP Company, L.L.C.
El Paso Energy Capital Trust I
El Paso Energy E.S.T. Company
El Paso Energy International Company
El Paso Marketing Company, L.L.C.
El Paso Merchant Energy North America Company, L.L.C.
El Paso Merchant Energy-Petroleum Company
El Paso Reata Energy Company, L.L.C.
El Paso Remediation Company
El Paso Services Holding Company
EPEC Corporation
EPEC Oil Company Liquidating Trust
EPEC Polymers, Inc.
EPED Holding Company
Kinder Morgan Louisiana Pipeline Holding LLC
Kinder Morgan Louisiana Pipeline LLC
KN Capital Trust I
KN Capital Trust III
Mesquite Investors, L.L.C.

Note: The Excluded Subsidiaries listed on this Schedule III may also be Excluded Subsidiaries pursuant to other exceptions set forth in the definition of “Excluded Subsidiary”.

KINDER MORGAN, INC. AND SUBSIDIARIES

EXHIBIT 12.1 - STATEMENT RE: COMPUTATION OF RATIO OF EARNINGS TO FIXED CHARGES

(Dollars in millions, except ratio amounts)

	Nine Months Ended September 30,	
	2015	2014
Earnings:		
Pre-tax income before adjustment for net income attributable to the noncontrolling interests and earnings from equity investments (including loss on impairments of equity investments and amortization of excess cost of equity investments) per statements of income	\$ 1,200	\$ 2,228
Add:		
Fixed charges	1,609	1,415
Amortization of capitalized interest	7	4
Distributions from equity investment earnings	289	294
Less:		
Interest capitalized	(50)	(57)
Noncontrolling interest in pre-tax income of subsidiaries with no fixed charges	—	(247)
Income as adjusted	<u>\$ 3,055</u>	<u>\$ 3,637</u>
Fixed charges:		
Interest and debt expense, net per statements of income (includes amortization of debt discount, premium, and debt issuance costs; excludes capitalized interest)	\$ 1,574	\$ 1,384
Add:		
Portion of rents representative of the interest factor	35	31
Fixed charges	<u>\$ 1,609</u>	<u>\$ 1,415</u>
Ratio of earnings to fixed charges	<u>1.90</u>	<u>2.57</u>

**KINDER MORGAN, INC. AND SUBSIDIARIES
CERTIFICATION PURSUANT TO RULE 13A-14(A) OR 15D-14(A)
OF THE SECURITIES EXCHANGE ACT OF 1934,
AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Steven J. Kean, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Kinder Morgan, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles in the United States;
 - (c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: October 23, 2015

/s/ Steven J. Kean

Steven J. Kean

President and Chief Executive Officer

**KINDER MORGAN, INC. AND SUBSIDIARIES
CERTIFICATION PURSUANT TO RULE 13A-14(A) OR 15D-14(A)
OF THE SECURITIES EXCHANGE ACT OF 1934,
AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Kimberly A. Dang, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Kinder Morgan, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles in the United States;
 - (c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: October 23, 2015

/s/ Kimberly A. Dang

Kimberly A. Dang

Vice President and Chief Financial Officer

KINDER MORGAN, INC. AND SUBSIDIARIES
Exhibit 32.1 - CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report on Form 10-Q of Kinder Morgan, Inc. (the "Company") for the quarterly period ended September 30, 2015, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), the undersigned, in the capacity and on the date indicated below, hereby certifies pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

A signed original of this written statement required by Section 906 has been provided to Kinder Morgan, Inc. and will be retained by Kinder Morgan, Inc. and furnished to the Securities and Exchange Commission or its staff upon request.

Date: October 23, 2015

/s/ Steven J. Kean

Steven J. Kean

President and Chief Executive Officer

KINDER MORGAN, INC. AND SUBSIDIARIES
Exhibit 32.2 - CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report on Form 10-Q of Kinder Morgan, Inc. (the “Company”) for the quarterly period ended September 30, 2015, as filed with the Securities and Exchange Commission on the date hereof (the “Report”), the undersigned, in the capacity and on the date indicated below, hereby certifies pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

A signed original of this written statement required by Section 906 has been provided to Kinder Morgan, Inc. and will be retained by Kinder Morgan, Inc. and furnished to the Securities and Exchange Commission or its staff upon request.

Date: October 23, 2015

/s/ Kimberly A. Dang
Kimberly A. Dang
Vice President and Chief Financial Officer

KINDER MORGAN, INC. AND SUBSIDIARIES
EXHIBIT 95.1 - MINE SAFETY DISCLOSURES

This exhibit contains the information concerning mine safety violations or other regulatory matters required by Section 1503(a) of the Dodd-Frank Wall Street Reform and Consumer Protection Act. The following table provides information about citations, orders and notices issued under the Federal Mine Safety and Health Act of 1977 (the “Mine Act”) by the federal Mine Safety and Health Administration (“MSHA”) for our mines during the three months ended September 30, 2015.

Mine or Operating Name/MSHA Identification Number	Section 104 S&S Citations (#)	Section 104(b) Orders (#)	Section 104 (d) Citations and Orders (#)	Section 110(b)(2) Violations (#)	Section 107(a) Orders (#)	Total Dollar Value of MSHA Assessments Proposed (\$)	Total Number of Mining Related Fatalities (#)	Received Notice of Pattern of Violations Under Section 104 (e) (yes/no)	Received Notice of Potential to Have Pattern under Section 104(e) (yes/no)	Legal Actions Pending as of Last Day of Period (#)	Legal Actions Initiated During Period (#)	Legal Actions Resolved During Period (#)
1103225 Cahokia	—	—	—	—	—	\$ —	—	No	No	—	—	—
1518234 Grand Rivers	—	—	—	—	—	\$ 408	—	No	No	—	—	—

The dollar value represents the total dollar value of all MSHA citations issued and assessed at this time for the two MSHA regulated terminals noted above. The value includes S&S and non-S&S citations issued during the three months ended September 30, 2015.

The MSHA citations, orders and assessments reflected above are those initially issued or proposed by MSHA. They do not reflect subsequent changes in the level of severity of a citation or order or the value of an assessment that may occur as a result of proceedings conducted in accordance with MSHA rules.

As of September 30, 2015, there were (3) pending legal actions before the Federal Mine Safety and Health Review Commission involving our mines.

- 104 (a) Citation #9045015 (Non S&S - Issued June 16, 2015 to Grand Rivers) Assessment Proposed of \$100, Pending Payment.
- 104 (a) Citation #9045016 (S&S - Issued June 16, 2015 to Grand Rivers) Assessment Proposed of \$308, Being Contested.
- 104 (a) Citation #9031850 (Non S&S - Issued September 8, 2015 to Cahokia) Assessment not yet received.

During the three months ended September 30, 2015, the following legal actions before the Federal Mine Safety and Health Review Commission involving our mines were resolved:

N/A