

KINDER MORGAN, INC.  
Form 8-K  
August 12, 2014

**UNITED STATES**  
**SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

**FORM 8-K**

**CURRENT REPORT**

**Pursuant to Section 13 or 15(d) of**  
**the Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): **August 9, 2014**

**KINDER MORGAN, INC.**

(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction  
of incorporation)

**001-35081**  
(Commission  
File Number)

**80-0682103**  
(I.R.S. Employer  
Identification No.)

**1001 Louisiana Street, Suite 1000**

**Houston, Texas 77002**

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(Address of principal executive offices, including zip code)

**713-369-9000**

(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**Item 1.01. Entry into a Material Definitive Agreement.**

This Current Report on Form 8-K reports the entering into by Kinder Morgan, Inc., a Delaware corporation (KMI), of three separate merger agreements and related agreements. The mergers and the other transactions contemplated by the merger agreements are collectively referred to herein as the Transactions.

*KMP Merger Agreement*

On August 9, 2014, KMI, together with P Merger Sub LLC, a Delaware limited liability company and a direct, wholly owned subsidiary of KMI (P Merger Sub), entered into an Agreement and Plan of Merger (the KMP Merger Agreement) with Kinder Morgan Energy Partners, L.P., a Delaware limited partnership (KMP), Kinder Morgan G.P., Inc., a Delaware corporation and the general partner of KMP (KMP GP), and Kinder Morgan Management, LLC, a Delaware limited liability company and the delegate of KMP GP (KMR). Upon the terms and subject to the conditions set forth in the KMP Merger Agreement, P Merger Sub will merge with and into KMP (the KMP Merger), and the separate limited liability company existence of P Merger Sub will cease and KMP will continue its existence as a limited partnership under Delaware law as the surviving entity in the KMP Merger.

At the effective time of the KMP Merger, each common unit of KMP issued and outstanding (excluding common units owned by KMP, KMR or KMI or any of its subsidiaries) will be converted into the right to receive, at the election of the holder, (i) \$10.77 in cash and 2.1931 shares of validly issued, fully paid and nonassessable Class P common stock of KMI (KMI Common Stock) and such consideration, together, the KMP Standard Consideration; (ii) \$91.72 in cash without interest; or (iii) 2.4849 shares of validly issued, fully paid and nonassessable shares of KMI Common Stock (collectively, the KMP Merger Consideration). Any election by a holder to receive the consideration specified in clause (ii) or (iii) of the immediately preceding sentence will be subject to pro rata to ensure that the aggregate amount of cash paid and the aggregate number of shares of KMI Common Stock issued in the KMP Merger is the same that would be paid and issued if each common unit of KMP had been converted into the right to receive the KMP Standard Consideration.

The respective Boards of Directors of KMP GP (with the directors affiliated with KMI abstaining), KMR (with the directors affiliated with KMI abstaining) and KMI have approved the KMP Merger Agreement. The Conflicts and Audit Committee of the Board of Directors of KMP GP (the KMP GP Conflicts Committee) and the Boards of Directors of KMP GP (acting based upon the recommendation of the KMP GP Conflicts Committee with the directors affiliated with KMI abstaining) and KMR (with the directors affiliated with KMI abstaining) have determined that the KMP Merger is fair and reasonable to, and in the best interests of, KMP, after determining that the KMP Merger is fair and reasonable to, and in the best interests of, holders of common units of KMP other than KMI and its affiliates (the KMP Public Unitholders), and each has resolved to recommend that the KMP limited partners approve the KMP Merger Agreement. In addition, the Board of Directors of KMI has resolved to recommend that KMI's stockholders approve the amendment of KMI's certificate of incorporation to increase the number of authorized shares of KMI Common Stock

and approve the issuance of KMI Common Stock in the Transactions as required pursuant to certain rules of the New York Stock Exchange (the NYSE ).

Each of KMI and KMP has agreed, subject to certain exceptions with respect to unsolicited proposals, not to directly or indirectly solicit competing acquisition proposals or to enter into discussions concerning, or provide confidential information in connection with, any unsolicited alternative business combinations. In addition, each of KMI and KMP has agreed to cause the stockholder and unitholder meetings, respectively, to be held to approve the amendment of KMI's certificate of incorporation to increase the number of authorized shares of KMI Common Stock and the issuance of KMI Common Stock, in the case of KMI, and to approve the KMP Merger Agreement, in the case of KMP. However, the Boards of Directors of KMP GP or KMR or the KMP GP Conflicts Committee may, subject to certain conditions, change its recommendation in favor of approval of the KMP Merger Agreement if, in connection with receipt of a superior proposal or an event occurring after the date of the agreement with respect to KMP that was not reasonably foreseeable at the time of the agreement, it determines in good faith that the failure to take such action would not be in the best interests of KMP, after making a determination that the failure to take such action would not be in the best interests of the KMP Public Unitholders. In addition, the Board of Directors of KMI may, subject to certain conditions, change its recommendation in favor of approval of (x) the amendment of KMI's certificate of incorporation to increase the number of authorized shares of KMI Common Stock and (y) the issuance of KMI Common Stock if, in connection with receipt of a superior proposal or an event occurring after the date of the agreement with respect to KMI that was not reasonably foreseeable at the time of the agreement, it determines in good faith that the failure to take such action would be inconsistent with its fiduciary duties to KMI's stockholders under applicable law.

The completion of the KMP Merger is subject to the concurrent completion of the KMR Merger and the EPB Merger, both as described herein. The completion of the KMP Merger is also subject to the satisfaction or waiver of customary closing conditions, including: (i) approval of the KMP Merger Agreement by KMP's unitholders; (ii) approval by KMI's stockholders of (x) the amendment of KMI's certificate of incorporation to increase the number of authorized shares of KMI Common Stock and (y) the issuance of KMI Common Stock in the Transactions as required pursuant to certain rules of the NYSE; (iii) expiration or termination of any waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended; (iv) there being no law or injunction prohibiting consummation of the transactions contemplated under the KMP Merger Agreement; (v) the effectiveness of a registration statement on Form S-4; (vi) approval for listing of the shares of KMI Common Stock on the NYSE issuable as part of the KMP Merger Consideration; (vii) subject to specified materiality standards, the accuracy of certain representations and warranties of the other party; (viii) compliance by the other party in all material respects with its covenants and (ix) the receipt of a certain tax opinion regarding KMP.

KMI and KMP have made customary representations and warranties in the KMP Merger Agreement. The KMP Merger Agreement also contains customary covenants and agreements, including covenants and agreements relating to the conduct of each of KMP's and KMI's respective businesses between the date of the signing of the KMP Merger Agreement and the

closing of the transactions contemplated under the KMP Merger Agreement. The representations and warranties made by each party are qualified by disclosures made in their respective disclosure schedules and Securities and Exchange Commission (SEC) filings. None of the representations and warranties in the KMP Merger Agreement survives the closing of the transactions contemplated under the KMP Merger Agreement.

The KMP Merger Agreement contains certain customary termination rights for both KMP and KMI, and further provides that, upon termination of the KMP Merger Agreement, under certain circumstances following a change in recommendation by either KMP or KMI in connection with its receipt of a superior proposal, the party that changed its recommendation may be required to pay the other a termination fee equal to \$817 million. In the event a termination fee is payable by KMI to KMP, such termination fee shall be paid through a waiver by KMP GP of its incentive distribution right over a period of eight fiscal quarters. Either KMP or KMI may terminate the KMP Merger Agreement if the closing of the KMP Merger has not occurred on or before May 11, 2015.

The KMP Merger Agreement has been attached as an exhibit to this report to provide investors and security holders with information regarding its terms. It is not intended to provide any other factual information about KMI, KMP, KMP GP, KMR or P Merger Sub or to modify or supplement any factual disclosures about KMI or KMP in their public reports filed with the SEC. The KMP Merger Agreement includes representations, warranties and covenants of KMI, KMP, KMP GP, KMR and P Merger Sub made solely for purposes of the KMP Merger Agreement and which may be subject to important qualifications and limitations agreed to by KMI, KMP, KMP GP, KMR and P Merger Sub in connection with the negotiated terms of the KMP Merger Agreement. Moreover, some of those representations and warranties may not be accurate or complete as of any specified date, may be subject to a contractual standard of materiality different from those generally applicable to KMI's or KMP's SEC filings or may have been used for purposes of allocating risk among KMI, KMP, KMP GP, KMR and P Merger Sub rather than establishing matters as facts.

The foregoing summary of the KMP Merger Agreement and the transactions contemplated thereby does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the KMP Merger Agreement, which is attached to this report as Exhibit 2.1 and is incorporated herein by reference.

#### *KMR Merger Agreement*

On August 9, 2014, KMI, together with R Merger Sub LLC, a Delaware limited liability company and a direct, wholly owned subsidiary of KMI (R Merger Sub), entered into an Agreement and Plan of Merger (the KMR Merger Agreement) with KMR. Upon the terms and subject to the conditions set forth in the KMR Merger Agreement, R Merger Sub will merge with and into KMR (the KMR Merger), and the separate limited liability company existence of R Merger Sub will cease and KMR will continue its existence as a limited liability company under Delaware law as the surviving entity in the KMR Merger.

At the effective time of the KMR Merger, each voting share and listed share of KMR issued and outstanding (excluding listed shares owned by KMR, KMI, R Merger Sub or KMP GP) will be converted into the right to receive 2.4849 shares of validly issued, fully paid and nonassessable shares of KMI Common Stock (the KMR Merger Consideration ).

The respective Boards of Directors of KMR (with the directors affiliated with KMI abstaining) and KMI have approved the KMR Merger Agreement. A Special Committee of the Board of Directors of KMR (the KMR Special Committee ) and the Board of Directors of KMR (acting based upon the recommendation of the KMR Special Committee with the directors affiliated with KMI abstaining) each have determined that the KMR Merger is fair and reasonable to, and in the best interests of KMR, after determining that the KMR Merger is fair and reasonable to, and in the best interests of, holders of listed shares of KMR other than KMI and its affiliates (the KMR Public Shareholders ), and each has resolved to recommend that the KMR listed shareholders approve the KMR Merger Agreement. In addition, the Board of Directors of KMI has resolved to recommend that KMI's stockholders approve the amendment of KMI's certificate of incorporation to increase the number of authorized shares of KMI Common Stock and approve the issuance of KMI Common Stock in the Transactions as required pursuant to certain rules of the NYSE.

Each of KMI and KMR has agreed, subject to certain exceptions with respect to unsolicited proposals, not to directly or indirectly solicit competing acquisition proposals or to enter into discussions concerning, or provide confidential information in connection with, any unsolicited alternative business combinations. In addition, each of KMI and KMR has agreed to cause stockholder and unitholder meetings, respectively, to be held to approve the amendment of KMI's certificate of incorporation to increase the number of authorized share of KMI Common Stock and the issuance of KMI Common Stock, in the case of KMI, and to approve the KMR Merger Agreement and determine the manner in which I-Units of KMP owned by KMR will be voted with respect to the KMR Merger Agreement. However, the Boards of Directors of KMR or the KMR Special Committee may, subject to certain conditions, change its recommendation in favor of approval of the KMR Merger Agreement if, in connection with receipt of a superior proposal or an event occurring after the date of the agreement with respect to KMR that was not reasonably foreseeable at the time of the agreement, it determines in good faith that the failure to take such action would not be in the best interests of KMR, after making a determination that the failure to take such action would not be in the best interests of the KMR Public Shareholders. In addition, the Board of Directors of KMI may, subject to certain conditions, change its recommendation in favor of approval of (x) the amendment of KMI's certificate of incorporation to increase the number of authorized shares of KMI Common Stock and (y) the issuance of KMI Common Stock if, in connection with receipt of a superior proposal or an event occurring after the date of the agreement with respect to KMI that was not reasonably foreseeable at the time of the agreement, it determines in good faith that the failure to take such action would be inconsistent with its fiduciary duties to KMI's stockholders under applicable law.

The completion of the KMR Merger is subject to the concurrent completion of the KMP Merger and the EPB Merger, as described herein. The completion of the KMR Merger is also subject to the satisfaction or waiver of customary closing conditions, including: (i) approval of the KMR Merger Agreement by KMR's unitholders; (ii) approval by KMI's stockholders of (x)

the amendment of KMI's certificate of incorporation to increase the number of authorized shares of KMI Common Stock and (y) the issuance of KMI Common Stock in the Transactions as required pursuant to certain rules of the NYSE; (iii) there being no law or injunction prohibiting consummation of the transactions contemplated under the KMR Merger Agreement; (iv) the effectiveness of a registration statement on Form S-4; (v) approval for listing of the shares of KMI Common Stock on the NYSE issuable as the KMR Merger Consideration; (vi) subject to specified materiality standards, the accuracy of certain representations and warranties of the other party; (vii) compliance by the other party in all material respects with its covenants and (viii) the receipt of certain tax opinions.

KMI and KMR have made customary representations and warranties in the KMR Merger Agreement. The KMR Merger Agreement also contains customary covenants and agreements, including covenants and agreements relating to the conduct of each of KMR's and KMI's respective businesses between the date of the signing of the KMR Merger Agreement and the closing of the transactions contemplated under the KMR Merger Agreement. The representations and warranties made by each party are qualified by disclosures made in their respective disclosure schedules and SEC filings. None of the representations and warranties in the KMR Merger Agreement survives the closing of the transactions contemplated under the KMR Merger Agreement.

The KMR Merger Agreement contains certain customary termination rights for both KMR and KMI, and further provides that, upon termination of the KMR Merger Agreement, under certain circumstances following a change in recommendation by either KMR or KMI in connection with its receipt of a superior proposal, the party that changed its recommendation may be required to pay the other a termination fee equal to \$311 million. Either KMR or KMI may terminate the KMR Merger Agreement if the closing of the KMR Merger has not occurred on or before May 11, 2015.

The KMR Merger Agreement has been attached as an exhibit to this report to provide investors and security holders with information regarding its terms. It is not intended to provide any other factual information about KMI, KMR or R Merger Sub or to modify or supplement any factual disclosures about KMI or KMR in their public reports filed with the SEC. The KMR Merger Agreement includes representations, warranties and covenants of KMI, KMR and R Merger Sub made solely for purposes of the KMR Merger Agreement and which may be subject to important qualifications and limitations agreed to by KMI, KMR and R Merger Sub in connection with the negotiated terms of the KMR Merger Agreement. Moreover, some of those representations and warranties may not be accurate or complete as of any specified date, may be subject to a contractual standard of materiality different from those generally applicable to KMI's or KMR's SEC filings or may have been used for purposes of allocating risk among KMI, KMR and R Merger Sub rather than establishing matters as facts.

The foregoing summary of the KMR Merger Agreement and the transactions contemplated thereby does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the KMR Merger Agreement, which is attached to this report as Exhibit 2.2 and is incorporated herein by reference.

*EPB Merger Agreement*

On August 9, 2014, KMI, together with E Merger Sub LLC, a Delaware limited liability company and a direct, wholly owned subsidiary of KMI (E Merger Sub), entered into an Agreement and Plan of Merger (the EPB Merger Agreement) with El Paso Pipeline Partners, L.P., a Delaware limited partnership (EPB) and El Paso Pipeline GP Company, L.L.C., a Delaware limited liability company and the general partner of EPB (EPB GP). Upon the terms and subject to the conditions set forth in the EPB Merger Agreement, E Merger Sub will merge with and into EPB (the EPB Merger), and the separate limited liability company existence of E Merger Sub will cease and EPB will continue its existence as a limited partnership under Delaware law as the surviving entity in the EPB Merger.

At the effective time of the EPB Merger, each common unit of EPB issued and outstanding (excluding common units owned by EPB or KMI or any of its subsidiaries) will be converted into the right to receive, at the election of the holder, (i) \$4.65 in cash and 0.9451 of a share of KMI Common Stock (the EPB Standard Consideration); (ii) \$39.53 in cash without interest; or (iii) 1.0711 shares of validly issued, fully paid and nonassessable shares of KMI Common Stock (collectively, the EPB Merger Consideration). Any election by a holder to receive the consideration specified in clause (ii) or (iii) of the immediately preceding sentence will be subject to pro ration to ensure that the aggregate amount of cash paid and the aggregate number of shares of KMI Common Stock issued in the EPB Merger is the same that would be paid and issued if each common unit of EPB had been converted into the right to receive the EPB Standard Consideration

The respective Boards of Directors of EPB GP and KMI have approved the EPB Merger Agreement. The Conflicts Committee of the Board of Directors of EPB GP (the EPB GP Conflicts Committee) and the Board of Directors of EPB GP (acting based upon the recommendation of the EPB GP Conflicts Committee) have determined that the EPB Merger is fair and reasonable to, and in the best interests of EPB, after determining that the EPB Merger is fair and reasonable to, and in the best interests of, holders of common units of EPB other than EPB GP and its affiliates, and each has resolved to recommend that the EPB limited partners approve the EPB Merger Agreement. In addition, the Board of Directors of KMI has resolved to recommend that KMI's stockholders approve the amendment of KMI's certificate of incorporation to increase the number of authorized shares of KMI Common Stock and approve the issuance of KMI Common Stock in the Transactions as required pursuant to certain rules of the NYSE.

EPB has agreed, subject to certain exceptions with respect to unsolicited proposals, not to directly or indirectly solicit competing acquisition proposals or to enter into discussions concerning, or provide confidential information in connection with, any unsolicited alternative business combinations. However, the Board of Directors of EPB may, subject to certain conditions, change its recommendation in favor of approval of the EPB Merger Agreement if it determines in good faith (after consultation with its financial advisor and outside legal counsel) that the failure to take such action would be inconsistent with the best interests of EPB. In addition, the Board of Directors of KMI may, subject to certain conditions, change its recommendation in favor of approval of (x) the amendment of KMI's certificate of incorporation



to increase the number of authorized shares of KMI Common Stock and (y) the issuance of KMI Common Stock as required pursuant to certain rules of the NYSE if it determines in good faith that failure to effect such a change in recommendation would be inconsistent with its fiduciary duties to KMI's stockholders under applicable law. Each of KMI and EPB has agreed to cause the stockholder and unitholder meetings, respectively, to be held to approve the amendment of KMI's certificate of incorporation to increase the number of authorized shares of KMI Common Stock and the issuance of KMI Common Stock, in the case of KMI, and to approve the EPB Merger Agreement, in the case of EPB.

The completion of the EPB Merger is subject to the concurrent completion of the KMP Merger and the KMR Merger. The completion of the EPB Merger is also subject to the satisfaction or waiver of customary closing conditions, including: (i) approval of the EPB Merger Agreement by EPB's unitholders; (ii) approval by KMI's stockholders of (x) the amendment of KMI's certificate of incorporation to increase the number of authorized shares of KMI Common Stock and (y) the issuance of KMI Common Stock in the Transactions as required pursuant to certain rules of the NYSE; (iii) there being no law or injunction prohibiting consummation of the transactions contemplated under the EPB Merger Agreement; (v) the effectiveness of a registration statement on Form S-4; (vi) approval for listing of the shares of KMI Common Stock on the NYSE issuable as part of the EPB Merger Consideration; (vii) subject to specified materiality standards, the accuracy of certain representations and warranties of the other party; and (viii) compliance by the other party in all material respects with its covenants.

KMI and EPB have made customary representations and warranties in the EPB Merger Agreement. The EPB Merger Agreement also contains customary covenants and agreements, including covenants and agreements relating to the conduct of each of EPB's and KMI's respective businesses between the date of the signing of the EPB Merger Agreement and the closing of the transactions contemplated under the EPB Merger Agreement. The representations and warranties made by each party are qualified by disclosures made in their respective disclosure schedules and SEC filings. None of the representations and warranties in the EPB Merger Agreement survives the closing of the transactions contemplated under the EPB Merger Agreement.

The EPB Merger Agreement contains certain customary termination rights for both EPB and KMI. There is no termination fee payable by either KMI or EPB under any circumstance under the EPB Merger Agreement, and each party will bear its own transaction expenses. Either EPB or KMI may terminate the EPB Merger Agreement if the closing of the EPB Merger has not occurred on or before May 11, 2015.

The EPB Merger Agreement has been attached as an exhibit to this report to provide investors and security holders with information regarding its terms. It is not intended to provide any other factual information about KMI, EPB or E Merger Sub or to modify or supplement any factual disclosures about KMI or EPB in their public reports filed with the SEC. The EPB Merger Agreement includes representations, warranties and covenants of KMI, EPB, EPB GP and E Merger Sub made solely for purposes of the EPB Merger Agreement and which may be subject to important qualifications and limitations agreed to by KMI, EPB, EPB GP and E Merger Sub in connection with the negotiated terms of the EPB Merger Agreement. Moreover,

some of those representations and warranties may not be accurate or complete as of any specified date, may be subject to a contractual standard of materiality different from those generally applicable to KMI's or EPB's SEC filings or may have been used for purposes of allocating risk among KMI, EPB, EPB GP and E Merger Sub rather than establishing matters as facts.

The foregoing summary of the EPB Merger Agreement and the transactions contemplated thereby does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the EPB Merger Agreement, which is attached to this report as Exhibit 2.3 and is incorporated herein by reference.

#### *Support Agreement*

Concurrently with the execution of the KMP Merger Agreement, the KMR Merger Agreement and the EPB Merger Agreement, KMP, KMR, KMP GP, EPB and EPB GP entered into a support agreement (the Support Agreement) with Richard D. Kinder and a limited partnership which he controls. Pursuant to the Support Agreement, Mr. Kinder and the limited partnership have agreed to vote their shares of KMI Common Stock in favor of the amendment of KMI's certificate of incorporation to increase the number of authorized shares of KMI Common Stock and the issuance of KMI Common Stock in the Transactions. The Support Agreement will terminate upon the earlier to occur of (i) the date on which each of the KMP Merger, the KMR Merger and the EPB Merger has been consummated, or the merger agreement with respect to any such merger that has not been consummated has been terminated in accordance with its respective terms, and (ii) the Board of Directors of KMI changing its recommendation in favor of approval of (x) the amendment of KMI's certificate of incorporation to increase the number of authorized shares of KMI Common Stock and (y) the issuance of KMI Common Stock as required pursuant to certain rules of the NYSE, in accordance with the provisions of any of the KMP Merger Agreement, the KMR Merger Agreement or the EPB Merger Agreement. The foregoing summary of the Support Agreement does not purport to be complete and is qualified in its entirety by the terms and conditions of the Support Agreement, which is attached hereto as Exhibit 10.1.

#### *Financing Commitment*

To finance the cash portion of the KMP Merger Consideration and the EPB Merger Consideration, KMI has entered into a commitment letter (the Commitment Letter) with Barclays Bank PLC (Barclays Bank), pursuant to which, subject to the terms and conditions set forth in the Commitment Letter, Barclays Bank has committed to provide to KMI a \$5.0 billion senior unsecured 364-day term loan facility (the Bridge Facility). The commitment to provide the Bridge Facility is subject to certain conditions, including the negotiation of definitive documentation and other customary closing conditions consistent with the KMP Merger Agreement and the EPB Merger Agreement. KMI will pay certain customary fees and expenses in connection with obtaining the Bridge Facility. The foregoing summary of the Commitment Letter does not purport to be complete and is qualified in its entirety by the terms and conditions of the Commitment Letter, which is attached hereto as Exhibit 10.2.

*Certain Relationships*

As disclosed in KMI's SEC filings, KMI indirectly owns 100% of the outstanding common stock of KMP GP and 100% of EPB GP, as well as approximately 13% of the common units of KMP, 8% of the listed shares of KMR and 41% of the common units of EPB.

**Item 8.01. Other Events**

On August 12, 2014, the parties made available an updated investor presentation related to the Transactions. The full text of this presentation is filed as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated herein by reference.

**Item 9.01. Financial Statements and Exhibits.**

**(d) Exhibits**

2.1 Agreement and Plan of Merger, dated as of August 9, 2014, by and among Kinder Morgan Energy Partners, L.P., Kinder Morgan G.P., Inc., Kinder Morgan Management, LLC, Kinder Morgan, Inc. and P Merger Sub LLC (schedules omitted pursuant to Item 601(b)(2) of Regulation S-K).

2.2 Agreement and Plan of Merger, dated as of August 9, 2014, by and among Kinder Morgan Management, LLC, Kinder Morgan, Inc. and R Merger Sub LLC (schedules omitted pursuant to Item 601(b)(2) of Regulation S-K).

2.3 Agreement and Plan of Merger, dated as of August 9, 2014, by and among El Paso Pipeline Partners, L.P., El Paso Pipeline GP Company, L.L.C., Kinder Morgan, Inc. and E Merger Sub LLC (schedules omitted pursuant to Item 601(b)(2) of Regulation S-K).

10.1 Support Agreement, dated as of August 9, 2014, by and among Kinder Morgan Energy Partners, L.P., Kinder Morgan G.P., Inc., Kinder Morgan Management, LLC, El Paso Pipeline Partners, L.P., El Paso Pipeline GP Company, L.L.C., Richard D. Kinder and RDK Investments, Ltd.

10.2 Commitment Letter, dated as of August 9, 2014, between Kinder Morgan, Inc. and Barclays Bank PLC.

**IMPORTANT ADDITIONAL INFORMATION AND WHERE TO FIND IT**

This communication may be deemed to be solicitation material in respect of the proposed acquisition by KMI of each of KMP, KMR and EPB. KMI plans to file with the SEC a registration statement on Form S-4 in connection with the proposed mergers described herein (collectively, the Proposed Transactions ). KMI will file with the SEC and mail to its security holders a proxy statement in connection with its special meeting. Each of KMP, KMR and EPB plans to file with the SEC and mail to its security holders a proxy statement/prospectus in connection with the Proposed Transactions. The registration statement, the KMI proxy statement

and each proxy statement/prospectus will contain important information about KMI, KMP, KMR, EPB, the Proposed Transactions and related matters. **INVESTORS AND SECURITY HOLDERS ARE URGED TO READ CAREFULLY THE REGISTRATION STATEMENT, THE APPLICABLE PROXY STATEMENT OR PROXY STATEMENT/PROSPECTUS WHEN THEY ARE AVAILABLE AND ANY OTHER DOCUMENTS TO BE FILED WITH THE SEC IN CONNECTION WITH THE PROPOSED MERGERS OR INCORPORATED BY REFERENCE IN THE PROXY STATEMENT OR THE PROXY STATEMENT/PROSPECTUS.**

Investors and security holders will be able to obtain copies of the KMI proxy statement and each proxy statement/prospectus as well as other filings containing information about KMI, KMP, KMR and EPB, without charge, at the SEC's website, <http://www.sec.gov>. Copies of documents filed with the SEC by KMI, KMP, KMR and EPB will be made available free of charge on Kinder Morgan, Inc.'s website at <http://www.kindermorgan.com/investor/> or by written request by contacting the investor relations department of KMI, KMP, KMR or EPB at the following address: 1001 Louisiana Street, Suite 1000, Houston, Texas 77002, Attention: Investor Relations or by phone at (713)-369-9490 or by email at [km\\_ir@kindermorgan.com](mailto:km_ir@kindermorgan.com).

#### **NO OFFER OR SOLICITATION**

This communication shall not constitute an offer to sell or the solicitation of an offer to sell or the solicitation of an offer to buy any securities, nor shall there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction. No offer of securities shall be made except by means of a prospectus meeting the requirements of Section 10 of the Securities Act of 1933, as amended.

#### **PARTICIPANTS IN THE SOLICITATION**

KMI, KMP, KMR and EPB, and their respective directors and executive officers, may be deemed to be participants in the solicitation of proxies in respect of the Proposed Transactions. Information regarding the directors and executive officers of KMI is contained in KMI's Form 10-K for the year ended December 31, 2013 and its proxy statement filed on April 9, 2014, each of which has been filed with the SEC. Information regarding the directors and executive officers of KMP's general partner and KMR, the delegate of KMP's general partner, is contained in KMP's Form 10-K for the year ended December 31, 2013, which has been filed with the SEC. Information regarding the directors and executive officers of KMR is contained in KMR's Form 10-K for the year ended December 31, 2013, which has been filed with the SEC. Information regarding the directors and executive officers of EPB's general partner is contained in EPB's Form 10-K for the year ended December 31, 2013, which has been filed with the SEC.

#### **CAUTIONARY LANGUAGE CONCERNING FORWARD-LOOKING STATEMENTS**

Statements in this communication regarding the Proposed Transactions involving KMI, KMP, KMR and EPB, the expected timetable for completing the Proposed Transactions, the expected benefit of the Proposed Transactions, future financial and operating results, future opportunities

for the combined company and any other statements about management's future expectations, beliefs, goals, plans or prospects constitute forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. Any statements that are not statements of historical fact (including statements containing the words "believes," "plans," "anticipates," "expects," "estimates" and similar expressions) should be considered to be forward-looking statements. There are a number of important factors that could cause actual results or events to differ materially from those indicated by such forward-looking statements, including: the ability to consummate the Proposed Transactions; the ability to obtain requisite regulatory and shareholder or unitholder approval and the satisfaction of the other conditions to the consummation of the Proposed Transactions; the ability to realize anticipated synergies and cost savings; the potential impact of the announcement or consummation of the Proposed Transactions on relationships, including with employees, suppliers, customers and competitors; the ability to achieve revenue growth; the effects of environmental, legal, regulatory or other uncertainties; the effects of government regulations and policies and of the pace of deregulation of retail natural gas; national, international, regional and local economic or competitive conditions and developments; possible changes in credit ratings; capital and credit markets conditions; interest rates; the political and economic stability of oil producing nations; energy markets, including changes in the price of certain commodities; weather, alternative energy sources, conservation and technological advances that may affect price trends and demand; business and regulatory or legal decisions; the timing and success of business development efforts; acts of nature, accidents, sabotage, terrorism (including cyber attacks) or other similar acts causing damage greater than the insurance coverage limits of the combined company; and the other factors and financial, operational and legal risks or uncertainties described in KMI's, KMP's, KMR's and EPB's Annual Reports on Form 10-K for the year ended December 31, 2013 and other subsequent filings with the SEC. KMI, KMP, KMR and EPB disclaim any intention or obligation to update any forward-looking statements as a result of developments occurring after the date of this communication, other than as required by applicable law.

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

KINDER MORGAN, INC.

By: /s/ David R. DeVeau  
Name: David R. DeVeau  
Title: Vice President

Date: August 12, 2014

**EXHIBIT INDEX**

- 2.1 Agreement and Plan of Merger, dated as of August 9, 2014, by and among Kinder Morgan Energy Partners, L.P., Kinder Morgan G.P., Inc., Kinder Morgan Management, LLC, Kinder Morgan, Inc. and P Merger Sub LLC (schedules omitted pursuant to Item 601(b)(2) of Regulation S-K).
- 2.2 Agreement and Plan of Merger, dated as of August 9, 2014, by and among Kinder Morgan Management, LLC, Kinder Morgan, Inc. and R Merger Sub LLC (schedules omitted pursuant to Item 601(b)(2) of Regulation S-K).
- 2.3 Agreement and Plan of Merger, dated as of August 9, 2014, by and among El Paso Pipeline Partners, L.P., El Paso Pipeline GP Company, L.L.C., Kinder Morgan, Inc. and E Merger Sub LLC (schedules omitted pursuant to Item 601(b)(2) of Regulation S-K).
- 10.1 Support Agreement, dated as of August 9, 2014, by and among Kinder Morgan Energy Partners, L.P., Kinder Morgan G.P., Inc., Kinder Morgan Management, LLC, El Paso Pipeline Partners, L.P., El Paso Pipeline GP Company, L.L.C., Richard D. Kinder and RDK Investments, Ltd.
- 10.2 Commitment Letter, dated as of August 9, 2014, between Kinder Morgan, Inc. and Barclays Bank PLC.
- 99.1 Investor Presentation