

**Must be Postmarked
No Later Than
December 17, 2010**

**Kinder Morgan, Inc. Shareholders Litigation
c/o The Garden City Group, Inc.
P. O. Box 9671
Dublin, OH 43017-4971
1-800-256-5855**

KMR



Claim Number:

Control Number:

PROOF OF CLAIM FORM

MUST BE POSTMARKED NO LATER THAN DECEMBER 17, 2010

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QUESTIONS? PLEASE CALL 1-800-256-5855 OR VISIT WWW.GARDENCITYGROUP.COM

**PART I - GENERAL INSTRUCTIONS**

1. It is important that you read and understand the Notice of Pendency and Proposed Settlement of Class Action (the "Notice") that accompanies this Proof of Claim Form ("Claim Form" or "Proof of Claim Form") and the Plan of Allocation of the Net Settlement Fund included therein (the "Plan of Allocation"). The Notice describes the proposed Settlement that will resolve the action entitled *In re Kinder Morgan, Inc. Shareholders Litigation*, Consol. Case No. 06 C 801 and how Class Members are affected by the Settlement. The Plan of Allocation describes the manner in which the Net Settlement Fund will be distributed to Class Members if the Settlement and the Plan of Allocation are approved by the Court.

2. To recover as a member of the Class based on your claims in the Action, you must complete and sign this Proof of Claim Form. If you fail to file a timely, properly addressed and completed Proof of Claim Form, your claim may be rejected and you may be precluded from any recovery from the Net Settlement Fund created in connection with the proposed Settlement of the Action.

3. Submission of this Proof of Claim Form, however, does not assure that you will share in the proceeds of the Settlement of the Action. Distributions from the Net Settlement Fund are governed by the Plan of Allocation approved by the Court. The proposed Plan of Allocation, which is subject to the Court's approval, is included in the Notice.

4. If you are a member of the Class, you are bound by the terms of any judgment entered in the Action, WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM FORM.

5. TO PARTICIPATE IN THE SETTLEMENT, YOU MUST MAIL YOUR COMPLETED AND SIGNED PROOF OF CLAIM FORM, BY FIRST-CLASS MAIL, POSTAGE PREPAID, POSTMARKED ON OR BEFORE DECEMBER 17, 2010 ADDRESSED TO:

Kinder Morgan, Inc. Shareholders Litigation
Claims Administrator
c/o The Garden City Group, Inc.
P. O. Box 9671
Dublin, OH 43017-4971

6. This Proof of Claim Form is directed to all holders of Kinder Morgan, Inc. ("KMI") common stock during the period of May 29, 2006 through May 30, 2007 and their transferees, successors and assigns. Excluded from the Class are Defendants, members of their immediate families or trusts for the benefit of Defendants or their immediate family members, and any majority-owned affiliates of any Defendant. Also excluded from the Class is any Person who or which properly excludes himself, herself, or itself by filing a valid and timely request for exclusion in accordance with the requirements set forth in the Notice.

7. For the purpose of the Proof of Claim Form, defined terms have the meanings given to them in the Stipulation of Settlement dated September 7, 2010 (the "Stipulation"), which can be viewed and/or downloaded at www.gardencitygroup.com. For ease of reference, the following are certain of those definitions.

(a) "Authorized Claimant" means a Class Member who submits a valid Proof of Claim Form to the Claims Administrator, in accordance with the requirements established by the Court, which claim is approved for payment from the Net Settlement Fund.

(b) "Class" means, all holders of Kinder Morgan, Inc. common stock, during the period of May 29, 2006, through May 30, 2007, and their transferees, successors and assigns. Excluded from the Class are Defendants, members of their immediate families or trusts for the benefit of Defendants or their immediate family members, and any majority-owned affiliates of any Defendant. Also excluded from the Class is any Person who or which properly excludes himself, herself, or itself by filing a valid and timely request for exclusion.

(c) "Class Member" means any Person who falls within the definition of the Class as set forth above and who did not timely submit a proper request for exclusion in accordance with the requirements set forth in the Notice.

(d) "Defendants" means Richard Kinder, Fayez Sarofim, Michael Morgan, C. Park Shaper, Steven J. Kean, Kimberly Dang, David Kinder, Joseph Listengart, James Street, William Morgan, Carlyle Partners IV, L.P., Carlyle/Riverstone Global Energy and Power Fund III, L.P., AIG Knight LLC, AIG Financial Products Corp., Knight Holdco LLC (n/k/a Kinder Morgan Holdco LLC), The Goldman Sachs Group, Inc., GS Global Infrastructure Partners I, L.P., GS Capital Partners V Institutional, L.P., and GS Capital Partners V Fund, L.P.



(e) The “Effective Date” of the Settlement means the first business day after the date following the latest of the events listed below:

- (i) Payment of the Settlement Amount pursuant to Section 2 of the Stipulation;
- (ii) Approval by the Court of the Settlement, following notice to the Class and the Settlement Hearing;
- (iii) Entry by the Court of a Judgment, in all material respects in the form set forth in Exhibit B annexed to the Stipulation, including the Releases and other liability protections set forth in Section 9 of the Stipulation;
- (iv) The Judgment becomes Final, or in the event the Court enters a judgment that differs from the Judgment in any material respect (“Alternative Judgment”) and none of the Parties elects to terminate the Settlement for failure of the Judgment to have been entered, such Alternative Judgment becomes Final;
- (v) Lead Plaintiff, on behalf of himself and the Class, has non-suited with prejudice Knight Holdco LLC (n/k/a Kinder Morgan Holdco LLC);
- (vi) Lead Plaintiff’s Counsel have caused the dismissal of the Texas Action with prejudice as against all Texas Defendants, and no appeal of the dismissal has been filed by the expiration of the time for the filing or noticing of any appeal from the dismissal, or if an appeal of the dismissal has been filed, the final affirmance on an appeal of that dismissal, and the expiration of any applicable period for reconsideration, rehearing, or appeals of such affirmance without any motion for reconsideration or rehearing or further appeal having been filed;
- (vii) Expiration of the time for Defendants to terminate the Stipulation under the Supplemental Agreement described in Section 12.4 of the Stipulation, without exercising that option; and
- (viii) The later of (aa) expiration of the time to exercise the termination rights under the Stipulation, or (bb) if a dispute arises regarding the right to terminate the Settlement and thereby the Stipulation, the resolution of any such dispute as provided in Section 12.3 of the Stipulation.

(f) “Final” means the later to occur of: (i) if no appeal is filed, the expiration of the time for the filing or noticing of any appeal from the Judgment; or (ii) the final affirmance on an appeal of the Judgment, and the expiration of any applicable period for reconsideration, rehearing or appeals of such affirmance without any motion for reconsideration or rehearing or further appeal having been filed.

(g) “Former Defendants” means KMI, Knight Acquisition Co., GS Capital Partners V GmbH & CO. KG, GS Capital Partners V Offshore Fund, L.P., Charles W. Battey, Edward H. Austin, Jr., Stewart A. Bliss, Ted A. Gardner, William J. Hybl, Edward Randall, III, James M. Stanford, H.A. True, III, and Douglas W.G. Whitehead.

(h) “Judgment” means the judgment to be rendered by the Court, substantially in the form attached as Exhibit B to the Stipulation, finally approving this Settlement and dismissing the Action on the merits and with prejudice.

(i) “Merger” means the May 30, 2007 merger by which Richard Kinder, Fayez Sarofim, Michael Morgan, C. Park Shaper, Steven J. Kean, Kimberly Dang, David Kinder, Joseph Listengart, James Street, William Morgan, Carlyle Partners IV, L.P., Carlyle/Riverstone Global Energy and Power Fund III, L.P., AIG Knight LLC, AIG Financial Products Corp., Knight Holdco LLC (n/k/a Kinder Morgan Holdco LLC), The Goldman Sachs Group, Inc., GS Global Infrastructure Partners I, L.P., GS Capital Partners V Institutional, L.P. and GS Capital Partners V Fund, L.P. acquired all of the outstanding shares of KMI’s common stock not owned by them for \$107.50 cash per share through an acquisition vehicle.

(j) “Released Claims” means any and all claims (including any and all Unknown claims as defined below), demands, actions, causes of action, obligations, debts, judgments and liabilities of any kind, nature and description, whether direct or derivative, whether at law or in equity, upon any legal or equitable theory, whether contractual, common law or statutory, whether arising under federal, state, common, or foreign law (including, without limitation, claims under the federal securities laws and regulations, claims for breach of fiduciary duty, breach of contract or corporate charter, or the misstatement or the failure to disclose material facts), whether known or Unknown, secured or unsecured, contingent or absolute, choate or inchoate, liquidated or unliquidated, perfected or unperfected, in any forum, including in arbitration or similar proceedings, including class, derivative, individual, or other claims, that previously existed or that currently exist as of the date of the approval of the Settlement by the Court or that may arise in the future, that: (i) in any way arise out of, are



based upon, relate to, or concern the facts, matters, occurrences, allegations, representations, omissions, actions, transactions, or conduct alleged, set forth, referred to, involved in, raised in (or which could have been raised in) the Action and/or the Texas Action as against the Released Persons; and/or (ii) in any way arise out of, are based upon, relate to, or concern: (aa) the merger among Kinder Morgan, Inc., Knight Holdco LLC (n/k/a Kinder Morgan Holdco LLC), and Knight Acquisition Co. which closed on May 30, 2007 (the "Merger"), including, without limitation, the actions taken or not taken in connection with the development of the May 28, 2006 proposal, the events, activities, and/or negotiations leading to or concerning the Merger or concerning potential alternatives thereto, the agreements and disclosures relating to the Merger, any compensation or other payments made in connection with the Merger or any related agreements or transactions, and the consideration paid pursuant to the Merger; (bb) any alleged misrepresentations and/or omissions in the November 15, 2006 Proxy Statement, or any of the disclosures relating to the Merger; and/or (cc) any purchase, sale, or holding of KMI securities insofar as it relates in any way to any other matter covered in this definition of Released Claims; provided, however, that the claims to be released shall not include the right of any Class Member or any of the Released Persons to enforce the terms of the Settlement.

(k) "Released Persons" means (i) the Defendants, the Former Defendants (including, without limitation, KMI), and the Texas Defendants (collectively, the "Defendant Releasees"), (ii) each of the Defendant Releasees' respective past and/or present affiliates, subsidiaries, parents, and general and limited partners (collectively, the "Affiliated Releasees" and together with the Defendant Releasees, the "Releasees"), and (iii) each of the Releasees' past and/or present employees, directors, officers, partners, limited partners, representatives, agents, predecessors, successors, financial advisors, attorneys, advisors, heirs, executors, trustees, estates, administrators, insurers, managers and assigns.

(l) "Releasing Plaintiffs" means Lead Plaintiff and each Class Member (regardless of whether or not that Class Member submits a Proof of Claim Form or seeks to obtain a distribution from the Settlement Fund); and each and all of their respective predecessors, successors, representatives, agents, attorneys, heirs, executors, trustees, personal representatives, estates, administrators, and assigns; and any other Person who has the right, ability, standing or capacity to assert, prosecute or maintain any of the Released Claims belonging to a Class Member to obtain the proceeds of any recovery on those claims; provided, however, that Releasing Plaintiffs shall not include any Person who or which properly excludes himself, herself or itself by filing a valid and timely Request for Exclusion.

(m) "Settlement Amount" means Two Hundred Million Dollars (\$200,000,000) in cash, inclusive of all attorneys' fees, costs, and disbursements of any description, to be paid by check or wire transfer into the Settlement Account, pursuant and in accordance with Section 2 of the Stipulation.

(n) "Texas Action" means consolidated putative class action pending in the Texas Court under the caption *Mary Crescente v. Kinder Morgan, Inc. et al.*, Cause No. 2006-33011, and all cases consolidated with it.

(o) "Texas Defendants" means KMI, Richard D. Kinder, Michael C. Morgan, William V. Morgan, Fayez Sarofim, Portcullis Partners, LP, Portcullis G.P., LLC, Goldman Sachs Capital Partners, GS Capital Partners V Fund, L.P., GS Global Infrastructure Partners I, L.P., American International Group, Inc., AIG Financial Products Corp., AIG Global Asset Management Holdings Corp., AIG Knight LLC, The Carlyle Group, Riverstone Holdings LLC, Carlyle Partners IV, L.P., Carlyle/Riverstone Global Energy and Power Fund III, L.P., C. Park Shaper, Steven J. Kean, David Kinder, Joseph Listengart, Kimberly Dang, James Street, Knight Holdco, LLC (n/k/a Kinder Morgan Holdco LLC), Knight Acquisition Co., Stewart Bliss, Ted Gardner, Edward Austin, James M. Stanford, Charles W. Battey, Douglas W.G. Whitehead, William J. Hybl, H.A. True, III, and Edward Randall, III.

(p) With respect to the term "Unknown" as it relates to the Released Claims:

(i) The Releasing Plaintiffs and the Released Persons specifically acknowledge that the term "Unknown" in the definition of Released Claims includes claims that each of the Releasing Plaintiffs currently does not know or suspect exist at the time he, she or it executes the Release, but which, if known by him, her or it, might affect his, her or its agreement to execute or grant the release or might affect a decision with respect to the Settlement (including the decision to object or not to object to the Settlement);

(ii) The Releasing Plaintiffs and the Released Persons expressly acknowledge that they may hereafter discover facts in addition to or different from those that he, she or it now knows or believes to be true with respect to the subject matter of the Released Claims, but that it is nevertheless his, her or its intention to fully, finally and forever settle and release the Released Claims including those Unknown as that term is employed in this Paragraph, and will be deemed to have done so by operation of the Judgment; and



(iii) The Releasing Plaintiffs and the Released Persons expressly acknowledge that the inclusion of "Unknown" claims as defined herein was separately bargained for and was a key element of the Settlement (of which the releases provided herein are a material and essential part) and each expressly waives and relinquishes to the fullest extent permitted by law, and shall be deemed by operation of the Judgment to have waived and relinquished, the benefits of (aa) the provisions, rights, and benefits of Section 1542 of the California Civil Code which provides that "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR," and (bb) any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to California Civil Code Section 1542.

8. IF YOU ARE NOT A CLASS MEMBER, OR IF YOU, OR SOMEONE ACTING ON YOUR BEHALF, FILED A REQUEST FOR EXCLUSION FROM THE CLASS, DO NOT SUBMIT A PROOF OF CLAIM FORM. IF YOU REQUEST EXCLUSION, YOU ARE NOT ELIGIBLE TO RECEIVE A PAYMENT IN THE SETTLEMENT. YOU MAY NOT, DIRECTLY OR INDIRECTLY, PARTICIPATE IN THE SETTLEMENT IF YOU ARE NOT A CLASS MEMBER. THUS, IF YOU FILE A REQUEST FOR EXCLUSION IN A TIMELY MANNER, ANY PROOF OF CLAIM FORM THAT YOU SUBMIT, OR WHICH MAY BE SUBMITTED ON YOUR BEHALF, WILL NOT BE ACCEPTED.

9. If you have questions concerning the Proof of Claim Form, or need additional copies of the Proof of Claim Form or the Notice, you may contact the Claims Administrator, The Garden City Group, Inc. P. O. Box 9671, Dublin OH, 43017-4971 at the above address or telephone the Claims Administrator toll-free at 1-800-256-5855 or you may e-mail your inquiries through or download the documents from the Claims Administrator's website, www.gardencitygroup.com.

10. If you are a Class Member and you do not, or someone acting on your behalf does not, submit a timely request for exclusion from the Class, and if the Court approves the Settlement, you will be bound by the terms of the Judgment and any orders that the Court enters in connection with the Settlement. You will be bound by such orders and the Judgment whether or not you submit a Proof of Claim Form. The Judgment, among other things, enjoins the filing or continued prosecution of any and all Released Claims against the Released Persons, and also releases any and all Released Claims against the Released Persons.

11. You are required to submit genuine and sufficient documentation for all shares of KMI common stock that you held on the date of the Merger and for which you received \$107.50 in cash per share. Broker confirmations or other documentation of your holdings should be attached to this Proof of Claim Form. IF SUCH DOCUMENTS ARE NOT IN YOUR POSSESSION, PLEASE OBTAIN COPIES OR EQUIVALENT CONTEMPORANEOUS DOCUMENTS FROM YOUR BROKER. FAILURE TO SUPPLY THIS DOCUMENTATION MAY RESULT IN DELAY OF VERIFICATION OF YOUR CLAIM OR REJECTION OF YOUR CLAIM. DO NOT SEND ORIGINAL STOCK CERTIFICATES.

12. All joint holders of KMI common stock must each sign this Proof of Claim Form.

13. Executors, administrators, guardians, conservators and trustees must complete and sign this claim on behalf of Persons represented by them and their authority must accompany this claim and their titles or capacities must be stated. The Social Security (or taxpayer identification) number and telephone number of the beneficial owner may be used in verifying the claim. Failure to provide the foregoing information could delay verification of your claim or result in rejection of the claim.

14. NOTICE REGARDING ELECTRONIC FILES: Certain Authorized Claimants with large holdings of KMI common stock may request, or may be requested, to submit information regarding their holdings in electronic files. All Authorized Claimants MUST submit a manually signed Proof of Claim Form listing all their holdings, whether or not they also submit electronic copies. If you wish to file your claim electronically, you must contact the Claims Administrator at 1-800-256-5855 or visit its website www.gardencitygroup.com, to obtain the required file layout. No electronic files will be considered to have been properly submitted unless the Claims Administrator issues to the Authorized Claimant a written acknowledgement of receipt and acceptance of electronically submitted data.



PART II - CLAIMANT IDENTIFICATION

Claimant Name(s) (as you would like the name(s) to appear on the check, if eligible for payment):

Account Number: (not required)

Last 4 digits of Claimant Social Security Number/Taxpayer ID Number:

Name of the Person you would like the Claims Administrator to Contact Regarding This Claim (if different from the Claimant Name(s) listed above):

Claimant or Representative Contact Information:

The Claims Administrator will use this information for all communications relevant to this Claim (including the check, if eligible for payment). If this information changes, you **MUST** notify the Claims Administrator in writing at the address above.

Street Address:

City:

State and Zip Code:

Country (Other than U.S.):

Daytime Telephone Number: () -

Evening Telephone Number: () -

Email Address:

(Email address is not required, but if you provide it you authorize the Claims Administrator to use it in providing you with information relevant to this claim.)

NOTE: Separate Proof of Claim Forms should be submitted for each separate legal entity (e.g., a claim from Joint Owners should not include separate holdings of just one of the Joint Owners, an Individual should not combine his or her IRA holdings with holdings solely in the Individual's name). Conversely, a single Proof of Claim Form should be submitted on behalf of one legal entity including all holdings of that entity no matter how many separate accounts that entity has (e.g., a Corporation with multiple brokerage accounts should include all holdings of KMI common stock between May 29, 2006 and May 30, 2007) on one Proof of Claim Form, no matter how many accounts hold KMI common stock.

PART III - SCHEDULE OF TRANSACTIONS IN KMI COMMON STOCK

Number of shares of KMI common stock for which \$107.50 per share was received in the Merger (be sure to attach required documentation)



PART IV - RELEASE OF CLAIMS, CERTIFICATION AND SIGNATURE

RELEASE

A. I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally, and forever settle, release, relinquish, and discharge each and every one of the Released Persons with respect to any and all of the Released Claims, as those terms are defined in the Stipulation (which definitions were repeated in the Notice and this Proof of Claim Form).

B. I (We) hereby acknowledge that as of the Effective Date, I (we) shall: (a) have and be deemed to have fully, finally and forever released, relinquished and discharged each and every one of the Released Persons from any and all of the Released Claims; (b) have and be deemed to have covenanted not to sue any of the Released Persons with respect to any and all of the Released Claims; and (c) forever be barred and enjoined from filing, commencing, prosecuting, intervening in, participating in (as a class member or otherwise) or receiving any benefits or other relief from any other lawsuit, arbitration or other proceeding or order in any jurisdiction that is based upon, arises out of or relates to any and all of the Released Claims against any of the Released Persons.

SIGNATURE AND CERTIFICATION

By signing and submitting this Proof of Claim Form, the Claimant(s) or the person(s) who represent(s) the Claimant(s) certifies (certify), as follows:

1. that the Claimant(s) is (are) a Class Member(s), as defined in the Notice;
2. that I (we) have read and understand the contents of the Notice and the Proof of Claim Form;
3. that I (we) am (are) not acting for any of the defendants or members of their immediate families or trusts for the benefit of Defendants or their immediate family members, and any majority-owned affiliates of any Defendant, nor am I (are we) such a Defendant or members of their immediate families or trusts for the benefit of Defendants or their immediate family members, nor am I (are we) majority-owned affiliates of any Defendant or otherwise excluded from the Class;
4. that I (we) have not filed a request for exclusion from the Class and that I (we) do not know of any request for exclusion from the Class filed on my (our) behalf with respect to my (our) holdings of KMI common stock;
5. that I (we) owned the KMI common stock identified in the Proof of Claim Form, or that, in signing and submitting this Proof of Claim Form, I (we) have the authority to act on behalf of the owner(s) thereof;
6. that Claimant(s) may be entitled to receive a distribution from the Net Settlement Fund;
7. that Claimant(s) desires (desire) to participate in the Settlement described in the Notice and agrees (agree) to the terms and conditions thereof, which are more fully set forth in the Stipulation;
8. that I (we) submit to the jurisdiction of the District Court of Shawnee County, Kansas Division 12 for purposes of investigation and discovery under the Kansas Rules of Civil Procedure with respect to this Proof of Claim Form and for the purposes of enforcing the releases set forth in this Proof of Claim Form;
9. that the Claimant(s) has not (have not) submitted any other claim covering the same purchases, sales, or holdings of KMI securities and knows (know) of no other person having done so on his, her, or its behalf;
10. that I (we) acknowledge that the claimant will be bound by and subject to the terms of any judgment and other orders that may be entered by the Court in the Action in connection with the Settlement; and
11. that I (we) agree to furnish such additional information with respect to this Proof of Claim Form as the parties, the Claims Administrator or the Court may require.



I (We) declare, under penalty of perjury under the laws of the United States of America, that the statements made and answers given in this Proof of Claim Form are true and correct and that the documents submitted herewith are true and genuine.

Executed this _____ day of _____, in _____, _____.

(Month/Year) (City) (State/Country)

Signature of Claimant

Print Name of Claimant

Date

Signature of Joint Claimant, if any

Print Name of Joint Claimant

Date

***If Claimant is other than an individual, or is not the person completing this form,
the following also must be provided:***

Signature of Person Completing Form

Print Name of Person Completing Form

Date

Capacity of Person Signing (Executor, President, Trustee, etc.)

REMINDER CHECKLIST

1. Please sign the Certification Section of the Proof of Claim Form.
2. If this Claim is being made on behalf of Joint Claimants, then both must sign.
3. Please remember to attach supporting documents. For an overview of what constitutes adequate supporting documentation please visit www.gardencitygroup.com/pages/cases/filing-tips.php.
4. **DO NOT SEND ORIGINALS OF ANY SUPPORTING DOCUMENTS.**
5. Keep a copy of your Proof of Claim Form and all documentation submitted for your records.
6. The Claims Administrator will acknowledge receipt of your Proof of Claim Form by mail, within 60 days. Your claim is not deemed filed until you receive an acknowledgment postcard. If you do not receive an acknowledgment postcard within 60 days, please call the Claims Administrator toll free at **1-800-256-5855**.
7. If you move, please send us your new address to:

**Kinder Morgan, Inc. Shareholders Litigation
Claims Administrator
c/o The Garden City Group, Inc.
P. O. Box 9671
Dublin, OH 43017-4971**
8. **Do not use highlighter on the Proof of Claim Form or supporting documentation.**

**THIS PROOF OF CLAIM FORM MUST BE POSTMARKED NO LATER THAN
DECEMBER 17, 2010 AND MUST BE MAILED TO:**

**Kinder Morgan, Inc. Shareholders Litigation
Claims Administrator
c/o The Garden City Group, Inc.
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