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

F O R M 10-Q

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

For the quarterly period ended **March 31, 2020**

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	**80-0682103**
(State or other jurisdiction of incorporation or organization)	(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**

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class P Common Stock	KMI	New York Stock Exchange
1.500% Senior Notes due 2022	KMI 22	New York Stock Exchange
2.250% Senior Notes due 2027	KMI 27 A	New York Stock Exchange

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 every Interactive Data File required to be submitted 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 such files). Yes ☑ No ☐

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

Large accelerated filer ☑ Accelerated filer ☐ Non-accelerated filer ☐ Smaller reporting company ☐ Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

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 April 27, 2020, the registrant had 2,261,487,090 Class P shares outstanding.

KINDER MORGAN, INC. AND SUBSIDIARIES
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KINDER MORGAN, INC. AND SUBSIDIARIES
GLOSSARY
Company Abbreviations

CIG	=	Colorado Interstate Gas Company, L.L.C.	KMP	=	Kinder Morgan Energy Partners, L.P. and its majority-owned and/or controlled subsidiaries
ELC	=	Elba Liquefaction Company, L.L.C.			
EPNG	=	El Paso Natural Gas Company, L.L.C.	SFPP	=	SFPP, L.P.
KMBT	=	Kinder Morgan Bulk Terminals, Inc.	SNG	=	Southern Natural Gas Company, L.L.C.
KMI	=	Kinder Morgan, Inc. and its majority-owned and/or controlled subsidiaries	TGP	=	Tennessee Gas Pipeline Company, L.L.C.
			TMEP	=	Trans Mountain Expansion Project
KML	=	Kinder Morgan Canada Limited and its majority-owned and/or controlled subsidiaries	TMPL	=	Trans Mountain Pipeline System
			Trans Mountain	=	Trans Mountain Pipeline ULC
KMLT	=	Kinder Morgan Liquid Terminals, LLC			

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

Common Industry and Other Terms

/d	=	per day	EPA	=	U.S. Environmental Protection Agency
BBtu	=	billion British Thermal Units	FASB	=	Financial Accounting Standards Board
Bcf	=	billion cubic feet	FERC	=	Federal Energy Regulatory Commission
CERCLA	=	Comprehensive Environmental Response, Compensation and Liability Act	GAAP	=	U.S. Generally Accepted Accounting Principles
			LLC	=	limited liability company
CO_2	=	carbon dioxide or our CO_2 business segment	LIBOR	=	London Interbank Offered Rate
COVID-19	=	Coronavirus Disease 2019, a widespread contagious disease, or the related pandemic declared and resulting worldwide economic downturn	MBbl	=	thousand barrels
			MMBbl	=	million barrels
DCF	=	distributable cash flow	MMtons	=	million tons
DD&A	=	depreciation, depletion and amortization	NGL	=	natural gas liquids
EBDA	=	earnings before depreciation, depletion and amortization expenses, including amortization of excess cost of equity investments	NYMEX	=	New York Mercantile Exchange
			OTC	=	over-the-counter
EBITDA	=	earnings before interest, income taxes, depreciation, depletion and amortization expenses, including amortization of excess cost of equity investments	ROU	=	Right-of-Use
			U.S.	=	United States of America
			WTI	=	West Texas Intermediate

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," "will," "shall," 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.

Forward-looking statements in this report include statements, express or implied, concerning, without limitation: the long-term demand for our assets and services, the future impact on our business of the global economic consequences of the COVID-19 pandemic, our expected 2020 outlook including, our expected DCF, Adjusted EBITDA, expected Net Debt-to-Adjusted EBITDA ratio and the sensitivity to changes in commodity volume and price assumptions.

The impacts of COVID-19 and decreases in commodity prices resulting from oversupply and demand weakness are discussed in further detail in Part I, Item 1. "*Financial Statements (Unaudited)—Note 1 General—COVID-19*;" Part I, Item 2. "*Management's Discussion and Analysis of Financial Condition of Operations—General and Basis of Presentation—COVID-19*" and "*—2020 Outlook*;" Part I, Item 3. "*Quantitative and Qualitative Disclosures About Market Risk;"* and Part II, Item 1A. "*Risk Factors*." In addition to the preceding factors, "*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, 2019 (2019 Form 10-K) contain a more detailed description of other factors that may affect the forward-looking statements and should be referenced, except to the extent such other factors are modified or superseded by the descriptions in this report.

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 disclaim any obligation, other than as required by applicable law, to publicly update or revise any of our forward-looking statements to reflect future events or developments.

PART I. FINANCIAL INFORMATION

Item 1. Financial Statements.

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

	Three Months Ended March 31,	
	2020	**2019**
Revenues		
Services	$ 1,992	$ 2,037
Commodity sales	1,067	1,349
Other	47	43
Total Revenues	3,106	3,429
Operating Costs, Expenses and Other		
Costs of sales	663	948
Operations and maintenance	620	598
Depreciation, depletion and amortization	565	593
General and administrative	153	154
Taxes, other than income taxes	92	118
Loss on impairments and divestitures, net (Note 2)	971	—
Other income, net	(1)	—
Total Operating Costs, Expenses and Other	3,063	2,411
Operating Income	43	1,018
Other Income (Expense)		
Earnings from equity investments	192	192
Amortization of excess cost of equity investments	(32)	(21)
Interest, net	(436)	(460)
Other, net	2	10
Total Other Expense	(274)	(279)
(Loss) Income Before Income Taxes	(231)	739
Income Tax Expense	(60)	(172)
Net (Loss) Income	(291)	567
Net Income Attributable to Noncontrolling Interests	(15)	(11)
Net (Loss) Income Attributable to Kinder Morgan, Inc.	$ (306)	$ 556
Class P Shares		
Basic and Diluted (Loss) Earnings Per Common Share	$ (0.14)	$ 0.24
Basic and Diluted Weighted Average Common Shares Outstanding	2,264	2,262

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

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

	Three Months Ended March 31,	
	2020	**2019**
Net (loss) income	$ (291)	$ 567
Other comprehensive income (loss), net of tax		
Change in fair value of hedge derivatives (net of tax (expense) benefit of $(67) and $64, respectively)	222	(215)
Reclassification of change in fair value of derivatives to net income (net of tax expense of $11 and $4, respectively)	37	13
Foreign currency translation adjustments (net of tax expense of $- and $5, respectively)	1	10
Benefit plan adjustments (net of tax expense of $3 and $2, respectively)	11	8
Total other comprehensive income (loss)	271	(184)
Comprehensive (loss) income	(20)	383
Comprehensive income attributable to noncontrolling interests	(15)	(5)
Comprehensive (loss) income attributable to Kinder Morgan, Inc.	$ (35)	$ 378

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, Unaudited)

	March 31, 2020	December 31, 2019
ASSETS		
Current Assets		
Cash and cash equivalents	$ 360	$ 185
Restricted deposits	582	24
Marketable securities at fair value	—	925
Accounts receivable	1,186	1,379
Fair value of derivative contracts	448	84
Inventories	307	371
Other current assets	213	270
Total current assets	3,096	3,238
Property, plant and equipment, net	36,041	36,419
Investments	7,886	7,759
Goodwill	20,851	21,451
Other intangibles, net	2,616	2,676
Deferred income taxes	845	857
Deferred charges and other assets	2,195	1,757
Total Assets	$ 73,530	$ 74,157
LIABILITIES, REDEEMABLE NONCONTROLLING INTEREST AND STOCKHOLDERS' EQUITY		
Current Liabilities		
Current portion of debt	$ 3,540	$ 2,477
Accounts payable	752	914
Accrued interest	337	548
Accrued taxes	295	364
Other current liabilities	684	797
Total current liabilities	5,608	5,100
Long-term liabilities and deferred credits		
Long-term debt		
Outstanding	29,955	30,883
Debt fair value adjustments	1,450	1,032
Total long-term debt	31,405	31,915
Other long-term liabilities and deferred credits	2,260	2,253
Total long-term liabilities and deferred credits	33,665	34,168
Total Liabilities	39,273	39,268
Commitments and contingencies (Notes 3 and 9)		
Redeemable Noncontrolling Interest	793	803
Stockholders' Equity		
Class P shares, $0.01 par value, 4,000,000,000 shares authorized, 2,261,425,938 and 2,264,936,054 shares, respectively, issued and outstanding	23	23
Additional paid-in capital	41,713	41,745
Accumulated deficit	(8,568)	(7,693)
Accumulated other comprehensive loss	(62)	(333)
Total Kinder Morgan, Inc.'s stockholders' equity	33,106	33,742
Noncontrolling interests	358	344
Total Stockholders' Equity	33,464	34,086
Total Liabilities, Redeemable Noncontrolling Interest and Stockholders' Equity	$ 73,530	$ 74,157

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)

	Three Months Ended March 31,	
	2020	**2019**
Cash Flows From Operating Activities		
Net (loss) income	$ (291)	$ 567
Adjustments to reconcile net (loss) income to net cash provided by operating activities		
Depreciation, depletion and amortization	565	593
Deferred income taxes	(69)	(31)
Amortization of excess cost of equity investments	32	21
Change in fair market value of derivative contracts	(36)	10
Loss on impairments and divestitures, net (Note 2)	971	—
Earnings from equity investments	(192)	(192)
Distributions from equity investment earnings	152	124
Changes in components of working capital		
Accounts receivable	222	193
Inventories	59	(52)
Other current assets	50	128
Accounts payable	(200)	(189)
Accrued interest, net of interest rate swaps	(202)	(236)
Accrued taxes	(59)	(202)
Other current liabilities	(126)	(149)
Other, net	17	50
Net Cash Provided by Operating Activities	893	635
Cash Flows From Investing Activities		
Capital expenditures	(440)	(554)
Proceeds from sales of assets and investments, net of working capital adjustments	907	(16)
Contributions to investments	(151)	(331)
Distributions from equity investments in excess of cumulative earnings	41	81
Other, net	(22)	6
Net Cash Provided by (Used in) Investing Activities	335	(814)
Cash Flows From Financing Activities		
Issuances of debt	2,125	1,399
Payments of debt	(1,969)	(2,990)
Debt issue costs	(7)	(2)
Common stock dividends	(569)	(455)
Repurchases of common shares	(50)	(2)
Contributions from investment partner and noncontrolling interests	5	38
Distributions to investment partner	(18)	—
Distribution to noncontrolling interests - KML distribution of the TMPL sale proceeds	—	(879)
Distributions to noncontrolling interests - other	(3)	(14)
Other, net	(1)	(3)
Net Cash Used in Financing Activities	(487)	(2,908)
Effect of Exchange Rate Changes on Cash, Cash Equivalents and Restricted Deposits	(8)	26
Net increase (decrease) in Cash, Cash Equivalents and Restricted Deposits	733	(3,061)
Cash, Cash Equivalents, and Restricted Deposits, beginning of period	209	3,331
Cash, Cash Equivalents, and Restricted Deposits, end of period	$ 942	$ 270

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

	Three Months Ended March 31,	
	2020	**2019**
Cash and Cash Equivalents, beginning of period	$ 185	$ 3,280
Restricted Deposits, beginning of period	24	51
Cash, Cash Equivalents, and Restricted Deposits, beginning of period	209	3,331
Cash and Cash Equivalents, end of period	360	221
Restricted Deposits, end of period	582	49
Cash, Cash Equivalents, and Restricted Deposits, end of period	942	270
Net increase (decrease) in Cash, Cash Equivalents and Restricted Deposits	$ 733	$ (3,061)
Non-cash Investing and Financing Activities		
ROU assets and operating lease obligations recognized	$ 14	$ 701
Increase in property, plant and equipment from both accruals and contractor retainage	41	
Supplemental Disclosures of Cash Flow Information		
Cash paid during the period for interest (net of capitalized interest)	661	690
Cash paid during the period for income taxes, net	134	345

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)

	Common stock							
	Issued shares	Par value	Additional paid-in capital	Accumulated deficit	Accumulated other comprehensive loss	Stockholders' equity attributable to KMI	Non-controlling interests	Total
Balance at December 31, 2019	2,265	$ 23	$ 41,745	$ (7,693)	$ (333)	$ 33,742	$ 344	$34,086
Repurchases of common shares	(4)		(50)			(50)		(50)
Restricted shares			18			18		18
Net (loss) income				(306)		(306)	15	(291)
Distributions						—	(3)	(3)
Contributions						—	2	2
Common stock dividends				(569)		(569)		(569)
Other comprehensive income					271	271		271
Balance at March 31, 2020	2,261	$ 23	$ 41,713	$ (8,568)	$ (62)	$ 33,106	$ 358	$33,464

	Common stock							
	Issued shares	Par value	Additional paid-in capital	Accumulated deficit	Accumulated other comprehensive loss	Stockholders' equity attributable to KMI	Non-controlling interests	Total
Balance at December 31, 2018	2,262	$ 23	$ 41,701	$ (7,716)	$ (330)	$ 33,678	$ 853	$34,531
Impact of adoption of ASU 2017-12				(4)		(4)		(4)
Balance at January 1, 2019	2,262	23	41,701	(7,720)	(330)	33,674	853	34,527
Repurchases of common shares			(2)			(2)		(2)
Restricted shares			17			17		17
Net income				556		556	11	567
Distributions						—	(14)	(14)
Common stock dividends				(455)		(455)		(455)
Other comprehensive loss					(178)	(178)	(6)	(184)
Balance at March 31, 2019	2,262	$ 23	$ 41,716	$ (7,619)	$ (508)	$ 33,612	$ 844	$34,456

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

1. General

Organization

We are one of the largest energy infrastructure companies in North America. We own an interest in or operate approximately 83,000 miles of pipelines and 147 terminals. Our pipelines transport natural gas, refined petroleum products, crude oil, condensate, CO_2 and other products, and our terminals store and handle various commodities including gasoline, diesel fuel, chemicals, metals and petroleum coke.

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 U.S. Securities and Exchange Commission (SEC). These rules and regulations conform to the accounting principles contained in the FASB's Accounting Standards Codification (ASC), the single source of GAAP. In compliance with such rules and regulations, all significant intercompany items have been eliminated in consolidation.

In our opinion, all adjustments, which are of a normal and recurring nature, considered necessary for a fair statement of our financial position and operating results for the interim periods have been included in the accompanying consolidated financial statements, and certain amounts from prior periods have been reclassified to conform to the current presentation. 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 2019 Form 10-K.

The accompanying unaudited consolidated financial statements include our accounts and the accounts of our subsidiaries over which we have control or are the primary beneficiary. We evaluate our financial interests in business enterprises to determine if they represent variable interest entities where we are the primary beneficiary. If such criteria are met, we consolidate the financial statements of such businesses with those of our own.

COVID-19

The COVID-19 pandemic-related reduction in energy demand and the sharp decline in commodity prices related to the combined impact of falling demand and recent increases in production from Organization of Petroleum Exporting Countries (OPEC) members and other international suppliers have caused significant disruptions and volatility in the global marketplace during the first quarter of 2020. In the first quarter of 2020, we were negatively affected by these events, which, among many other inputs, resulted in $950 million of losses from impairments in our CO_2 business segment. These non-cash impairments are further discussed in Note 2.

There remains a continuing significant uncertainty regarding the length and impact of COVID-19 and decreased commodity prices on the energy industry and potential future impacts to our business.

Earnings per Share

We calculate earnings per share using the two-class method. Earnings were allocated to Class P shares 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, which may be restricted stock or restricted stock units issued to employees and non-employee directors and which include dividend equivalent payments, do not participate in excess distributions over earnings.

The following table sets forth the allocation of net income available to shareholders of Class P shares and participating securities (in millions):

	Three Months Ended March 31,	
	2020	2019
Net (Loss) Income Available to Common Stockholders	$ (306)	$ 556
Participating securities:		
Less: Net Income allocated to restricted stock awards(a)	(3)	(3)
Net (Loss) Income Allocated to Class P Stockholders	$ (309)	$ 553
Basic Weighted Average Common Shares Outstanding	2,264	2,262
Basic (Loss) Earnings Per Common Share	$ (0.14)	$ 0.24

(a) As of March 31, 2020, there were approximately 12 million restricted stock awards outstanding.

The following maximum number of 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 March 31,	
	2020	2019
Unvested restricted stock awards	12	13
Convertible trust preferred securities	3	3

2. Impairments

During the first quarter of 2020, the decrease in the worldwide demand for crude oil primarily due to COVID-19 and sharp decline in commodity prices related to the combined impact of falling demand and recent increases in production from OPEC members and other international suppliers resulted in decreases in current and expected long-term crude oil and NGL sale prices, along with reductions to the market capitalization of peer companies in the energy industry. We determined that these conditions represented a triggering event that required us to perform impairment testing of certain businesses that are sensitive to commodity prices. As a result, we performed an impairment analysis of long-lived assets within our CO_2 business segment and conducted interim tests of the recoverability of goodwill for our CO_2 and Natural Gas Pipelines Non-Regulated reporting units as of March 31, 2020.

Long-lived Assets

For our CO_2 assets, the long lived asset impairment test involved a Step 1 assessment as to whether each asset's net book value is expected to be recovered from the estimated undiscounted future cash flows.

- To compute estimated future cash flows for our oil and gas producing properties, we used our reserve engineer's estimates of proved and risk adjusted probable reserves. These estimates of proved and probable reserves are based upon historical performance along with adjustments for expected crude oil and natural gas field development. In calculating future cash flows, management utilized estimates of commodity prices based on a March 31, 2020 NYMEX forward curve adjusted for the impact of our existing sales contracts to determine the applicable net crude oil and NGL pricing for each property. Operating expenses were determined based on estimated fixed and variable field production requirements, and capital expenditures were based on economically viable development projects.

- To compute estimated future cash flows for our CO_2 source and transportation assets, volume forecasts were developed based on projected demand for our CO_2 services based upon management's projections of the availability of CO_2 supply and the future demand for CO_2 for use in enhanced oil recovery projects. The CO_2 pricing assumption was a function of the March 31, 2020 NYMEX forward curve adjusted for the impact of existing sales contracts to determine the applicable net CO_2 pricing. Operating expenses were determined based on estimated fixed and variable field production requirements, and capital expenditures were based on economically viable development projects.

Certain oil and gas properties failed the first step. For these assets, we used a discounted cash flow analysis to estimate fair value. We applied a 10.5% discount rate, which we believe represents the estimated weighted average cost of capital of a

theoretical market participant. Based on step two of our long lived assets impairment test, we recognized $350 million of impairments on those oil and gas producing properties where the total carrying value exceeded its total estimated fair market value as of March 31, 2020.

Goodwill

The following goodwill impairment test for our CO_2 and Natural Gas Pipelines Non-Regulated reporting units reflects our adoption of the Accounting Standards Updates (ASU) No. 2017-04, "*Intangibles - Goodwill and Other (Topic 350): Simplifying the Test for Goodwill Impairment*" on January 1, 2020. This new accounting method simplifies the goodwill impairment test by removing Step 2 of the goodwill impairment test, which required a hypothetical purchase price allocation.

For our CO_2 and Natural Gas Pipelines Non-Regulated reporting units, we applied an income approach to evaluate the fair value of these reporting units based on the present value of cash flows these reporting units are expected to generate in the future. Due to the uncertainty and volatility in market conditions within our peer group as of the test date, we did not incorporate the market approach to estimate fair value as of March 31, 2020.

- In determining the fair value for our CO_2 reporting unit, we applied a 9.25% discount rate to the undiscounted cash flow amounts computed in the long-lived asset impairment analyses described above. The discount rate we used represents our estimate of the weighted average cost of capital of a theoretical market participant. The result of our goodwill analysis was a partial impairment of goodwill in our CO_2 reporting unit of approximately $600 million as of March 31, 2020.

- For our Natural Gas Pipelines Non-Regulated reporting unit, the income approach we used to determine fair value included an analysis of estimated discounted cash flows based on 6 years of projections and application of a year 6 exit multiple based on management's expectations of a discount rate and exit multiple that would be applied by a theoretical market participant and for market transactions of comparable assets. The discounted cash flows included various assumptions on volumes and prices for each underlying asset within the reporting unit including, as applicable, current commodity prices. The results of our impairment analysis for our Natural Gas Pipelines Non-Regulated reporting unit did not indicate an impairment of goodwill with the reporting unit's fair value in excess of its carrying value by less than 10% as of March 31, 2020.

We consider the inputs for our long-lived asset and goodwill impairment calculations to be Level 3 inputs in the fair value hierarchy.

We recognized the following non-cash pre-tax losses (gains) on impairments and divestitures on assets (in millions):

	Three Months Ended March 31,	
	2020	**2019**
Products Pipelines		
Impairments of long-lived and intangible assets(a)	$ 21	$ —
CO_2		
Impairments of long-lived assets	350	—
Impairment of goodwill	600	—
Kinder Morgan Canada		
Losses on divestiture of long-lived assets	—	2
Other gains on divestitures of long-lived assets	—	(2)
Pre-tax losses on divestitures and impairments, net	$ 971	$ —

(a) 2020 impairment amount is associated with our Belton terminal.

Economic disruptions resulting from events such as COVID-19, conditions in the business environment generally, such as sustained low crude oil demand and continued low commodity prices, supply disruptions, or higher development or production costs, could result in a slowing of supply to our pipelines, terminals and other assets, which will have an adverse effect on the demand for services provided by our four business segments. Financial distress experienced by our customers or other counterparties could have an adverse impact on us in the event they are unable to pay us for the products or services we provide or otherwise fulfill their obligations to us. In addition, the revenues, cash flows, profitability and future growth of some of our

businesses depend to a large degree on prevailing crude oil, NGL and natural gas prices. Our CO_2 business segment (and the carrying value of our crude oil, NGL and natural gas producing properties) and certain midstream businesses within our Natural Gas Pipelines business segment depend to a large degree, and certain businesses within our Product Pipelines business segment depend to a lesser degree, on prevailing crude oil, NGL and natural gas prices.

As conditions warrant, we routinely evaluate our assets for potential triggering events such as those described above 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 volume expectations, current and future commodity prices, discount rates, regulatory environment, as well as general economic conditions and the related demand for products handled or transported by our assets. In the current worldwide economic and commodity price environment and to the extent conditions further deteriorate, we may identify additional triggering events that may require future evaluations of the recoverability of the carrying value of our long-lived assets, investments and goodwill which could result in further impairment charges. In addition, we are required to perform our annual goodwill impairment test on May 31st. Because certain of our assets have been written down to fair value, any deterioration in fair value could result in further impairments. Such non-cash impairments could have a significant effect on our results of operations, which would be recognized in the period in which the carrying value is determined to not be recoverable.

3. Debt

The following table provides information on the principal amount of our outstanding debt balances (in millions):

	March 31, 2020	December 31, 2019
Current portion of debt		
$4 billion credit facility due November 16, 2023	$ —	$ —
Commercial paper notes(a)	—	37
Current portion of senior notes		
6.85%, due February 2020(b)	—	700
6.50%, due April 2020(c)	535	535
5.30%, due September 2020	600	600
6.50%, due September 2020	349	349
5.00%, due February 2021	750	—
3.50%, due March 2021	750	—
5.80%, due March 2021	400	—
Trust I preferred securities, 4.75%, due March 2028	111	111
Kinder Morgan G.P. Inc, $1,000 Liquidation Value Series A Fixed-to-Floating Rate Term Cumulative Preferred Stock, due August 2057(d)	—	100
Current portion of other debt	45	45
Total current portion of debt	3,540	2,477
Long-term debt (excluding current portion)		
Senior notes	29,242	30,164
EPC Building, LLC, promissory note, 3.967%, due 2020 through 2035	377	381
Trust I preferred securities, 4.75%, due March 2028	110	110
Other	226	228
Total long-term debt	29,955	30,883
Total debt(e)	$ 33,495	$ 33,360

(a) Weighted average interest rate on borrowings outstanding as of December 31, 2019 was 1.90%.

(b) On January 9, 2020, we sold the approximate 25 million shares of Pembina Pipeline Corporation (Pembina) common equity that we received as consideration for the sale of KML. We received proceeds of approximately $907 million ($764 million after tax) for the sale of the Pembina shares, which were used to repay debt that matured in February 2020. The fair value of the Pembina common equity of $925 million as of December 31, 2019 was reported as “Marketable securities at fair value” in the accompanying consolidated balance sheet.

(c) As of March 31, 2020, funds for the repayment of these maturing notes, and associated accrued interest, were held in escrow and included in the accompanying consolidated balance sheet within “Restricted deposits.”

(d) In December 2019, we notified the holder of our intent to redeem these securities. As our notification was irrevocable, the outstanding balance was classified as current in our accompanying consolidated balance sheet as of December 31, 2019. We redeemed these securities, including accrued dividends, on January 15, 2020.

(e) Excludes our "Debt fair value adjustments" which, as of March 31, 2020 and December 31, 2019, increased our total debt balances by $1,450 million and $1,032 million, respectively. In addition to all unamortized debt discount/premium amounts, debt issuance costs 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.

We and substantially all of our wholly owned domestic subsidiaries are parties to 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.

On February 24, 2020, TGP, a wholly owned subsidiary, issued in a private placement $1,000 million aggregate principal amount of its 2.90% senior notes due 2030 and received net proceeds of $994 million. These notes are guaranteed through the cross guarantee agreement discussed above.

Credit Facility

As of March 31, 2020, we had no borrowings outstanding under our $4.0 billion credit facility, no borrowings outstanding under our commercial paper program and $83 million in letters of credit. Our availability under our credit facility as of March 31, 2020 was $3,917 million. As of March 31, 2020, we were in compliance with all required covenants.

Fair Value of Financial Instruments

The carrying value and estimated fair value of our outstanding debt balances are disclosed below (in millions):

	March 31, 2020		December 31, 2019	
	Carrying value	Estimated fair value	Carrying value	Estimated fair value
Total debt	$ 34,945	$ 34,198	$ 34,392	$ 38,016

We used Level 2 input values to measure the estimated fair value of our outstanding debt balance as of both March 31, 2020 and December 31, 2019.

4. Stockholders' Equity

Class P Common Stock

On July 19, 2017, our board of directors approved a $2 billion common share buy-back program that began in December 2017. During the three months ended March 31, 2020, we repurchased approximately 3.6 million of our Class P shares for approximately $50 million at an average price of approximately $13.94 per share. Since December 2017, in total, we have repurchased approximately 32 million of our Class P shares under the program at an average price of approximately $17.71 per share for approximately $575 million.

For additional information regarding our Class P common stock, see Note 11 to our consolidated financial statements included in our 2019 Form 10-K.

Common Stock Dividends

Holders of our common stock participate in common stock dividends 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 March 31,	
	2020	2019
Per common share cash dividend declared for the period	$ 0.2625	$ 0.25
Per common share cash dividend paid in the period	0.25	0.20

On April 22, 2020, our board of directors declared a cash dividend of $0.2625 per common share for the quarterly period ended March 31, 2020, which is payable on May 15, 2020 to common shareholders of record as of the close of business on May 4, 2020.

Accumulated Other Comprehensive Loss

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, 2019	$ (7)	$ —	$ (326)	$ (333)
Other comprehensive gain before reclassifications	222	1	11	234
Loss reclassified from accumulated other comprehensive loss	37	—	—	37
Net current-period change in accumulated other comprehensive (loss) income	259	1	11	271
Balance as of March 31, 2020	$ 252	$ 1	$ (315)	$ (62)

	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, 2018	$ 164	$ (91)	$ (403)	$ (330)
Other comprehensive (loss) gain before reclassifications	(215)	16	8	(191)
Loss reclassified from accumulated other comprehensive loss	13	—	—	13
Net current-period change in accumulated other comprehensive income (loss)	(202)	16	8	(178)
Balance as of March 31, 2019	$ (38)	$ (75)	$ (395)	$ (508)

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 some of these risks.

During the three months ended March 31, 2020, we entered into a floating-to-fixed interest rate swap agreement with a notional principal amount of $2,500 million, which was not designated as an accounting hedge. These agreements effectively fixed our LIBOR exposure for a portion of our fixed to floating rate interest rate swaps for 2020. As of March 31, 2020, the maximum length of time over which we have hedged a portion of our exposure to the variability in future interest payments is through December 31, 2020.

Energy Commodity Price Risk Management

As of March 31, 2020, 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	(18.9)	MMBbl
Crude oil basis	(6.2)	MMBbl
Natural gas fixed price	(35.7)	Bcf
Natural gas basis	(31.3)	Bcf
NGL fixed price	(1.2)	MMBbl
Derivatives not designated as hedging contracts		
Crude oil fixed price	(0.7)	MMBbl
Crude oil basis	(2.4)	MMBbl
Natural gas fixed price	(17.3)	Bcf
Natural gas basis	23.4	Bcf
NGL fixed price	(1.7)	MMBbl

As of March 31, 2020, 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 2023.

Interest Rate Risk Management

We utilize interest rate derivatives to hedge our exposure to both changes in the fair value of our fixed rate debt instruments and variability in expected future cash flows attributable to variable interest rate payments. The following table summarizes our outstanding interest rate contracts as of March 31, 2020 (in millions):

	Notional amount	Accounting treatment	Maximum term
Derivatives designated as hedging instruments			
Fixed-to-variable interest rate contracts(a)	$8,025	Fair value hedge	March 2035
Variable-to-fixed interest rate contracts	$250	Cash flow hedge	January 2023
Variable-to-fixed interest rate contracts	$2,500	Mark-to-Market	December 2020

(a) The principal amount of hedged senior notes consisted of $1,300 million included in “Current portion of debt” and $6,725 million included in “Long-term debt” on our accompanying consolidated balance sheet.

Foreign Currency Risk Management

We utilize foreign currency derivatives to hedge our exposure to variability in foreign exchange rates. The following table summarizes our outstanding foreign currency contracts as of March 31, 2020 (in millions):

	Notional amount	Accounting treatment	Maximum term
Derivatives designated as hedging instruments			
EUR-to-USD cross currency swap contracts(a)	$1,358	Cash flow hedge	March 2027

(a) These swaps eliminate the foreign currency risk associated with all of our Euro-denominated debt.

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

		Derivatives Asset		Derivatives Liability	
		March 31, 2020	December 31, 2019	March 31, 2020	December 31, 2019
	Location	Fair value		Fair value	
Derivatives designated as hedging instruments					
Energy commodity derivative contracts	Fair value of derivative contracts/(Other current liabilities)	$ 279	$ 31	$ (7)	$ (43)
	Deferred charges and other assets/(Other long-term liabilities and deferred credits)	135	17	—	(8)
Subtotal		414	48	(7)	(51)
Interest rate contracts	Fair value of derivative contracts/(Other current liabilities)	126	45	(2)	—
	Deferred charges and other assets/(Other long-term liabilities and deferred credits)	666	313	(9)	(1)
Subtotal		792	358	(11)	(1)
Foreign currency contracts	Fair value of derivative contracts/(Other current liabilities)	—	—	(30)	(6)
	Deferred charges and other assets/(Other long-term liabilities and deferred credits)	11	46	(24)	—
Subtotal		11	46	(54)	(6)
Total		1,217	452	(72)	(58)
Derivatives not designated as hedging instruments					
Energy commodity derivative contracts	Fair value of derivative contracts/(Other current liabilities)	43	8	(2)	(7)
	Deferred charges and other assets/(Other long-term liabilities and deferred credits)	4	—	—	—
Subtotal		47	8	(2)	(7)
Interest rate contracts	Fair value of derivative contracts/(Other current liabilities)	—	—	(4)	—
Subtotal		—	—	(4)	—
Total		47	8	(6)	(7)
Total derivatives		$ 1,264	$ 460	$ (78)	$ (65)

The following two tables summarize the fair value measurements of our derivative contracts based on the three levels established by the ASC (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						
	Level 1	Level 2	Level 3	Gross amount	Contracts available for netting	Cash collateral held(b)	Net amount
As of March 31, 2020							
Energy commodity derivative contracts(a)	$ 6	$ 455	$ —	$ 461	$ (9)	$ (25)	$ 427
Interest rate contracts	—	792	—	792	(2)	—	790
Foreign currency contracts	—	11	—	11	(11)	—	—
As of December 31, 2019							
Energy commodity derivative contracts(a)	$ 19	$ 37	$ —	$ 56	$ (19)	$ (21)	$ 16
Interest rate contracts	—	358	—	358	—	—	358
Foreign currency contracts	—	46	—	46	(6)	—	40

	Balance sheet liability fair value measurements by level						
	Level 1	Level 2	Level 3	Gross amount	Contracts available for netting	Cash collateral posted(b)	Net amount
As of March 31, 2020							
Energy commodity derivative contracts(a)	$ (7)	$ (2)	$ —	$ (9)	$ 9	$ —	$ —
Interest rate contracts	—	(15)	—	(15)	2	—	(13)
Foreign currency contracts	—	(54)	—	(54)	11	—	(43)
As of December 31, 2019							
Energy commodity derivative contracts(a)	$ (3)	$ (55)	$ —	$ (58)	$ 19	$ —	$ (39)
Interest rate contracts	—	(1)	—	(1)	—	—	(1)
Foreign currency contracts	—	(6)	—	(6)	6	—	—

(a) Level 1 consists primarily of NYMEX natural gas futures. Level 2 consists primarily of OTC WTI swaps, NGL swaps and crude oil basis swaps.

(b) Any cash collateral paid or received is reflected in this table, but only to the extent that it represents variation margins. Any amount associated with derivative prepayments or initial margins that are not influenced by the derivative asset or liability amounts or those that are determined solely on their volumetric notional amounts are excluded from this table.

The following tables summarize the pre-tax impact of our derivative contracts in our accompanying consolidated statements of operations and comprehensive (loss) income (in millions):

Derivatives in fair value hedging relationships	Location	Gain/(loss) recognized in income on derivative and related hedged item	
		Three Months Ended March 31,	
		2020	2019
Interest rate contracts	Interest, net	$ 433	$ 128
Hedged fixed rate debt(a)	Interest, net	$ (440)	$ (138)

(a) As of March 31, 2020, the cumulative amount of fair value hedging adjustments to our hedged fixed rate debt was an increase of $799 million included in “Debt fair value adjustments” on our accompanying consolidated balance sheet.

Derivatives in cash flow hedging relationships	Gain/(loss) recognized in OCI on derivative(a)		Location	Gain/(loss) reclassified from Accumulated OCI into income(b)	
	Three Months Ended March 31,			Three Months Ended March 31,	
	2020	2019		2020	2019
Energy commodity derivative contracts	$ 379	$ (245)	Revenues—Commodity sales	$ (8)	$ 13
Interest rate contracts	(8)	—	Costs of sales	(17)	1
Foreign currency contracts	(82)	(34)	Other, net	(23)	(31)
Total	$ 289	$ (279)	Total	$ (48)	$ (17)

(a) We expect to reclassify an approximate $257 million gain associated with cash flow hedge price risk management activities included in our accumulated other comprehensive loss balance as of March 31, 2020 into earnings during the next twelve months (when the associated forecasted transactions are also expected to impact earnings); 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 in net investment hedging relationships	Gain/(loss) recognized in OCI on derivative	
	Three Months Ended March 31,	
	2020	2019
Foreign currency contracts	$ —	$ (8)
Total	$ —	$ (8)

Derivatives not designated as hedging instruments	Location	Gain/(loss) recognized in income on derivatives	
		Three Months Ended March 31,	
		2020	2019
Energy commodity derivative contracts	Revenues—Commodity sales	$ 117	$ 10
	Costs of sales	4	(2)
Total(a)		$ 121	$ 8

(a) The three months ended March 31, 2020 and 2019 amounts include approximate gains of $74 million and $8 million, respectively, associated with natural gas, crude and NGL derivative contract settlements.

Credit Risks

In conjunction with certain derivative contracts, we are required to provide collateral to our counterparties, which may include posting letters of credit or placing cash in margin accounts. As of March 31, 2020 and December 31, 2019, we had no outstanding letters of credit supporting our commodity price risk management program. As of March 31, 2020 and December 31, 2019, we had cash margins of $19 million and $15 million, respectively, posted by our counterparties with us as collateral and reported within "Other current liabilities" on our accompanying consolidated balance sheets. The balance at March 31, 2020 represents the net of our initial margin requirements of $6 million, offset by counterparty variation margin requirements of $25 million. We also use industry standard commercial agreements that allow for the netting of exposures associated with transactions executed under a single commercial agreement. Additionally, we generally utilize master netting agreements to offset credit exposure across multiple commercial agreements with a single counterparty.

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 March 31, 2020, based on our current mark-to-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.

6. Revenue Recognition

Disaggregation of Revenues

The following tables present our revenues disaggregated by revenue source and type of revenue for each revenue source (in millions):

	Three Months Ended March 31, 2020					
	Natural Gas Pipelines	Products Pipelines	Terminals	CO_2	Corporate and Eliminations	Total
Revenues from contracts with customers(a)						
Services						
Firm services(b)	$ 865	$ 79	$ 189	$ —	$ —	$ 1,133
Fee-based services	193	260	121	13	—	587
Total services	1,058	339	310	13	—	1,720
Commodity sales						
Natural gas sales	501	—	—	—	(2)	499
Product sales	136	109	3	232	(13)	467
Total commodity sales	637	109	3	232	(15)	966
Total revenues from contracts with customers	1,695	448	313	245	(15)	2,686
Other revenues(c)	180	47	129	64	—	420
Total revenues	$ 1,875	$ 495	$ 442	$ 309	$ (15)	$ 3,106

	Three Months Ended March 31, 2019					
	Natural Gas Pipelines	Products Pipelines	Terminals	CO_2	Corporate and Eliminations	Total
Revenues from contracts with customers(a)						
Services						
Firm services(b)	$ 930	$ 80	$ 250	$ —	$ (1)	$ 1,259
Fee-based services	192	235	148	16	(1)	590
Total services	1,122	315	398	16	(2)	1,849
Commodity sales						
Natural gas sales	754	—	—	1	(2)	753
Product sales	240	66	2	268	(6)	570
Total commodity sales	994	66	2	269	(8)	1,323
Total revenues from contracts with customers	2,116	381	400	285	(10)	3,172
Other revenues(c)	85	43	109	20	—	257
Total revenues	$ 2,201	$ 424	$ 509	$ 305	$ (10)	$ 3,429

(a) Differences between the revenue classifications presented on the consolidated statements of operations and the categories for the disaggregated revenues by type of revenue above are primarily attributable to revenues reflected in the "Other revenues" category above (see note (c) below).

(b) Includes non-cancellable firm service customer contracts with take-or-pay or minimum volume commitment elements, including those contracts where both the price and quantity amount are fixed. Excludes service contracts with index-based pricing, which along with revenues from other customer service contracts are reported as Fee-based services.

(c) Amounts recognized as revenue under guidance prescribed in Topics of the ASC other than in Topic 606 and primarily include leases of $294 million and $218 million and derivative contracts of $104 million and $23 million for the three months ended March 31, 2020 and 2019, respectively. See Note 5 for additional information related to our derivative contracts.

Contract Balances

Contract assets and contract liabilities are the result of timing differences between revenue recognition, billings and cash collections.

As of March 31, 2020 and December 31, 2019, our contract asset balances were $32 million and $27 million, respectively. Of the contract asset balance at December 31, 2019, $10 million was transferred to accounts receivable during the three months ended March 31, 2020. As of March 31, 2020 and December 31, 2019, our contract liability balances were $257 million and $232 million, respectively. Of the contract liability balance at December 31, 2019, $32 million was recognized as revenue during the three months ended March 31, 2020.

Revenue Allocated to Remaining Performance Obligations

The following table presents our estimated revenue allocated to remaining performance obligations for contracted revenue that has not yet been recognized, representing our "contractually committed" revenue as of March 31, 2020 that we will invoice or transfer from contract liabilities and recognize in future periods (in millions):

Year		Estimated Revenue
Nine months ended December 31, 2020	$	3,309
2021		3,845
2022		3,121
2023		2,529
2024		2,206
Thereafter		13,988
Total	$	28,998

Our contractually committed revenue, for purposes of the tabular presentation above, is generally limited to service or commodity sale customer contracts which have fixed pricing and fixed volume terms and conditions, generally including contracts with take-or-pay or minimum volume commitment payment obligations. Our contractually committed revenue amounts generally exclude, based on the following practical expedients that we elected to apply, remaining performance obligations for: (i) contracts with index-based pricing or variable volume attributes in which such variable consideration is allocated entirely to a wholly unsatisfied performance obligation and (ii) contracts with an original expected duration of one year or less.

7. Reportable Segments

Financial information by segment follows (in millions):

	Three Months Ended March 31,	
	2020	2019
Revenues		
Natural Gas Pipelines		
Revenues from external customers	$ 1,861	$ 2,192
Intersegment revenues	14	9
Products Pipelines	495	424
Terminals		
Revenues from external customers	441	508
Intersegment revenues	1	1
CO_2	309	305
Corporate and intersegment eliminations	(15)	(10)
Total consolidated revenues	$ 3,106	$ 3,429

	Three Months Ended March 31,	
	2020	2019
Segment EBDA(a)		
Natural Gas Pipelines	$ 1,196	$ 1,203
Products Pipelines	269	276
Terminals	257	299
CO_2	(755)	198
Kinder Morgan Canada	—	(2)
Total Segment EBDA	967	1,974
DD&A	(565)	(593)
Amortization of excess cost of equity investments	(32)	(21)
General and administrative and corporate charges	(165)	(161)
Interest, net	(436)	(460)
Income tax expense	(60)	(172)
Total consolidated net (loss) income	$ (291)	$ 567

	March 31, 2020	December 31, 2019
Assets		
Natural Gas Pipelines	$ 49,393	$ 50,310
Products Pipelines	9,310	9,468
Terminals	8,840	8,890
CO_2	2,926	3,523
Corporate assets(b)	3,061	1,966
Total consolidated assets	$ 73,530	$ 74,157

(a) Includes revenues, earnings from equity investments, other, net, less operating expenses, loss on impairments and divestitures, net, and other income, net.

(b) Includes cash and cash equivalents, restricted deposits, certain prepaid assets and deferred charges, including income tax related assets, risk management assets related to derivative contracts, corporate headquarters in Houston, Texas and miscellaneous corporate assets (such as information technology, telecommunications equipment and legacy activity) not allocated to our reportable segments.

8. Income Taxes

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

	Three Months Ended March 31,	
	2020	2019
Income tax expense	$ 60	$ 172
Effective tax rate	(26.0)%	23.3%

Total tax expense for the three months ended March 31, 2020 is approximately $60 million resulting in an effective tax rate of (26.0)%, as compared with $172 million tax expense and an effective tax rate of 23.3%, for the same period of 2019.

The effective tax rate for the three months ended March 31, 2020 is “negative” in relation to the statutory federal rate of 21% primarily due to the $600 million CO_2 reporting unit impairment of non tax deductible goodwill contributing to our loss before income taxes but not providing a tax benefit, partially offset by the refund of alternative minimum tax sequestration credits and dividend-received deductions from our investments in Citrus Corporation (Citrus) and Plantation Pipe Line Company (Plantation). While we would normally expect a federal income tax benefit from our loss before income taxes for the three months ended March 31, 2020, because the tax benefit is not allowed on the goodwill impairment, we incurred an income tax expense for the period.

The effective tax rate for the three months ended March 31, 2019 is higher than the statutory federal rate of 21% primarily due to state and foreign taxes. These increases were partially offset by dividend-received deductions from our investments in Citrus, NGPL Holdings LLC and Plantation.

9. Litigation, Environmental and Other Contingencies

We and our subsidiaries are parties to various legal, regulatory and other matters arising from the day-to-day operations of our businesses or certain predecessor operations 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 and insurance, that the ultimate resolution of such items will not have a material adverse impact to our business. 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.

FERC Inquiry Regarding the Commission's Policy for Determining Return on Equity

On March 21, 2019, the FERC issued a notice of inquiry (NOI) seeking comments regarding whether the FERC should revise its policies for determining the base return on equity (ROE) used in setting cost of service rates charged by jurisdictional public utilities and interstate natural gas and liquids pipelines. The NOI sought comment on whether any aspects of the existing methodologies used by the FERC to set an ROE for a regulated entity should be changed, whether the ROE methodology should be the same across all three industries, and whether alternative methodologies should be considered. Comments were filed by industry groups, pipeline companies and shippers for review and evaluation by the FERC and there is no deadline or requirement for the FERC to take action on this matter.

SFPP FERC Proceedings

The tariffs and rates charged by SFPP are subject to a number of ongoing shipper-initiated proceedings at the FERC. These include IS08-390, filed in June 2008, in which various shippers are challenging SFPP's West Line rates (on appeal to the D.C. Circuit Court); IS09-437, filed in July 2009, in which various shippers are challenging SFPP's East Line rates (pending before the FERC on rehearing); OR11-13/16/18, filed in June 2011, in which various shippers are seeking to challenge SFPP's North Line, Oregon Line, and West Line rates (pending before the FERC for an order on the complaint); OR14-35/36, filed in June 2014, in which various shippers are challenging SFPP's index increases in 2012 and 2013 (dismissed by the FERC, but remanded back to the FERC from the D.C. Circuit for further consideration); OR16-6, filed in December 2015, in which various shippers are challenging SFPP's East line rates (pending before the FERC for an order on the initial decision); and OR19-21/33/37, filed beginning in April 2019, in which various shippers are challenging SFPP's index increases in 2018 (pending before the FERC for an order on the complaints). 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 some of these proceedings shippers have challenged the overall rate being charged by SFPP, and in others the shippers have challenged SFPP's index-based rate increases. 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 SFPP may include in its rates. If the shippers prevail on their arguments or claims, they would be entitled to seek reparations for the two year period preceding the filing date of their complaints (OR cases) and/or prospective refunds in protest cases from the date of protest (IS cases), 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.

SFPP paid refunds to shippers in May 2019, in the IS08-390 proceeding as ordered by the FERC based on its denial of an income tax allowance. With respect to the various SFPP related complaints and protest proceedings at the FERC (including IS08-390), we estimate that the shippers are seeking approximately $50 million in annual rate reductions and approximately $400 million in refunds. Management believes SFPP has meritorious arguments supporting SFPP's rates and intends to vigorously defend SFPP against these complaints and protests. However, to the extent the shippers are successful in one or more of the complaints or protest proceedings, SFPP estimates that applying the principles of FERC precedent, as applicable, as well as the compliance filing methodology recently approved by the FERC to pending SFPP cases would result in rate reductions and refunds substantially lower than those sought by the shippers.

EPNG FERC Proceedings

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. The FERC generally upheld its prior determinations, ordered refunds to be paid within 60 days, and stated that it would apply its findings in Opinion 517-A to the same issues in the 2010 rate case. All refund obligations related to the 2008 rate case were satisfied in 2015. EPNG sought federal appellate review of Opinion 517-A. With respect to the 2010 rate case, the FERC issued its

decision (Opinion 528-A) on February 18, 2016. The FERC generally upheld its prior determinations, affirmed prior findings of an Administrative Law Judge that certain shippers qualify for lower rates, and required EPNG to file revised pro forma recalculated rates consistent with the terms of Opinions 517-A and 528-A. On May 3, 2018, the FERC issued Opinion 528-B upholding its decisions in Opinion 528-A and requiring EPNG to implement the rates required by its rulings and provide refunds within 60 days. On July 2, 2018, EPNG reported to the FERC the refund calculations, and that the refunds had been provided as ordered. Also on July 2, 2018, EPNG initiated appellate review of Opinions 528, 528-A and 528-B. EPNG's appeals in the 2008 and 2010 rate cases as well as the intervenors' delayed appeal in the 2010 rate case were consolidated. Oral argument was heard by the U.S. Court of Appeals for the D.C. Circuit on March 13, 2020.

Gulf LNG Facility Disputes

On March 1, 2016, Gulf LNG Energy, LLC and Gulf LNG Pipeline, LLC (GLNG) received a Notice of Arbitration from Eni USA Gas Marketing LLC (Eni USA), one of two companies that entered into a terminal use agreement for capacity of the Gulf LNG Facility in Mississippi for an initial term that was not scheduled to expire until the year 2031. Eni USA is an indirect subsidiary of Eni S.p.A., a multi-national integrated energy company headquartered in Milan, Italy. Pursuant to its Notice of Arbitration, Eni USA sought declaratory and monetary relief based upon its assertion that (i) the terminal use agreement should be terminated because changes in the U.S. natural gas market since the execution of the agreement in December 2007 have "frustrated the essential purpose" of the agreement and (ii) activities allegedly undertaken by affiliates of Gulf LNG Holdings Group LLC "in connection with a plan to convert the LNG Facility into a liquefaction/export facility have given rise to a contractual right on the part of Eni USA to terminate" the agreement. On June 29, 2018, the arbitration panel delivered its Award, and the panel's ruling called for the termination of the agreement and Eni USA's payment of compensation to GLNG. The Award resulted in our recording a net loss in the second quarter of 2018 of our equity investment in GLNG due to a non-cash impairment of our investment in GLNG partially offset by our share of earnings recognized by GLNG. On September 25, 2018, GLNG filed a lawsuit against Eni USA in the Delaware Court of Chancery to enforce the Award. On February 1, 2019, the Court of Chancery issued a Final Order and Judgment confirming the Award, which was paid by Eni USA on February 20, 2019.

On September 28, 2018, GLNG filed a lawsuit against Eni S.p.A. in the Supreme Court of the State of New York in New York County to enforce a Guarantee Agreement entered into by Eni S.p.A. in connection with the terminal use agreement. On December 12, 2018, Eni S.p.A. filed a counterclaim seeking unspecified damages from GLNG.

On June 3, 2019, Eni USA filed a second Notice of Arbitration against GLNG asserting the same breach of contract claims that had been asserted in the first arbitration and alleging that GLNG negligently misrepresented certain facts or contentions in the first arbitration. By its second Notice of Arbitration, Eni USA seeks to recover as damages some or all of the payments made by Eni USA to satisfy the Final Order and Judgment of the Court of Chancery. In response to the second Notice of Arbitration, GLNG filed a complaint with the Court of Chancery together with a motion seeking to permanently enjoin the arbitration. On January 10, 2020, the Court of Chancery entered an Order and Final Judgment granting GLNG's motion to enjoin arbitration of the negligent misrepresentation claim, but denying the motion to enjoin arbitration of the breach of contract claims. The parties filed cross appeals of the Final Judgment. The Delaware appeals and arbitration proceeding remain pending.

On December 20, 2019, GLNG's remaining customer, Angola LNG Supply Services LLC (ALSS), filed a Notice of Arbitration seeking a declaration that its terminal use agreement should be deemed terminated as of March 1, 2016 on substantially the same terms and conditions as set forth in the arbitration award pertaining to Eni USA. ALSS also seeks a declaration that activities allegedly undertaken by affiliates of Gulf LNG Holdings Group LLC in connection with the pursuit of an LNG liquefaction export project have given rise to a contractual right on the part of ALSS to terminate the agreement. ALSS also seeks a monetary award directing GLNG to reimburse ALSS for all reservation charges and operating fees paid by ALSS after December 31, 2016 plus interest.

GLNG intends to continue to vigorously prosecute and defend all of the foregoing proceedings.

Continental Resources, Inc. v. Hiland Partners Holdings, LLC

On December 8, 2017, Continental Resources, Inc. (CLR) filed an action in Garfield County, Oklahoma state court alleging that Hiland Partners Holdings, LLC (Hiland Partners) breached a Gas Purchase Agreement, dated November 12, 2010, as amended (GPA), by failing to receive and purchase all of CLR's dedicated gas under the GPA (produced in three North Dakota counties). CLR also alleged fraud, maintaining that Hiland Partners promised the construction of several additional facilities to process the gas without an intention to build the facilities. Hiland Partners denied these allegations, but the parties entered into a settlement agreement in June 2018, under which CLR agreed to release all of its claims in exchange for Hiland

Partners' construction of 10 infrastructure projects by November 1, 2020. CLR has filed an amended petition in which it asserts that Hiland Partners' failure to construct certain facilities by specific dates nullifies the release contained in the settlement agreement. CLR's amended petition makes additional claims under both the GPA and a May 8, 2008 gas purchase contract covering additional North Dakota counties, including CLR's contention that Hiland Partners is not allowed to deduct third-party processing fees from the gas purchase price. CLR seeks damages in excess of $225 million. Hiland Partners denies these claims and will vigorously defend against any action in which they are asserted.

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 March 31, 2020 and December 31, 2019, our total reserve for legal matters was $243 million and $203 million, respectively. In addition, as of March 31, 2020 and December 31, 2019, we have recorded a receivable of $31 million and $2 million, respectively, for expected cost recoveries that have been deemed probable.

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 laws and regulations, risks of additional costs and liabilities are inherent in pipeline, terminal and CO_2 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, including alleged violations of the Risk Management Program, and leak detection and repair requirements of the Clean Air Act. As we receive notices of non-compliance, we attempt to negotiate and settle such matters where appropriate. These alleged violations may result in fines and penalties, but we do not believe any such fines and penalties, individually or in the aggregate, will be material. 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 remediation.

In addition, we are involved with and have been identified as a potentially responsible party (PRP) 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 CO_2.

Portland Harbor Superfund Site, Willamette River, Portland, Oregon

On January 6, 2017, the EPA issued a Record of Decision (ROD) that established a final remedy and cleanup plan for an industrialized area on the lower reach of the Willamette River commonly referred to as the Portland Harbor Superfund Site (PHSS). The cost for the final remedy is estimated by the EPA to be approximately $1.1 billion and active cleanup is expected to take as long as 13 years to complete. KMLT, KMBT, and 90 other PRPs identified by the EPA are involved in a non-judicial allocation process to determine each party's respective share of the cleanup costs related to the final remedy set forth by the ROD. We are participating in the allocation process on behalf of KMLT (in connection with its ownership or operation of two facilities acquired from GATX Terminals Corporation) and KMBT (in connection with its ownership or operation of two facilities). Effective January 31, 2020, KMLT entered into separate Administrative Settlement Agreements and Orders on Consent (ASAOC) to complete remedial design for two distinct areas within the PHSS associated with KMLT's facilities. The ASAOC obligates KMLT to pay a share of the remedial design costs for cleanup activities related to these two areas as required

by the ROD. Our share of responsibility for the PHSS costs will not be determined until the ongoing non-judicial allocation process is concluded or a lawsuit is filed that results in a judicial decision allocating responsibility. Until the allocation process is completed, we are unable to reasonably estimate the extent of our liability for the costs related to the design of the proposed remedy and cleanup of the PHSS. In addition to CERCLA cleanup costs, we are reviewing and will attempt to settle, if possible, natural resource damage (NRD) claims asserted by state and federal trustees following their natural resource assessment of the PHSS. At this time, we are unable to reasonably estimate the extent of our potential NRD liability.

Uranium Mines in Vicinity of Cameron, Arizona

In the 1950s and 1960s, Rare Metals Inc., a historical subsidiary of EPNG, mined approximately 20 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 PRP 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 is conducting environmental assessments of the mines and the immediate vicinity. On September 3, 2014, EPNG filed a complaint in the U.S. District Court for the District of Arizona seeking cost recovery and contribution from the applicable federal government agencies toward the cost of environmental activities associated with the mines, given the U.S. is the owner of the Navajo Reservation, the U.S.'s exploration and reclamation activities at the mines, and the pervasive control of such federal agencies over all aspects of the nuclear weapons program. After a trial which concluded in March 2019, the U.S. District Court issued an order on April 16, 2019 that allocated 35% of past and future response costs to the U.S. The decision was not appealed by any party. The decision does not provide or establish the scope of a remedial plan with respect to the sites, nor does it establish the total cost for addressing the sites, all of which remain to be determined in subsequent proceedings and adversarial actions, if necessary, with the EPA. Until such issues are determined, we are unable to reasonably estimate the extent of our potential liability. Because costs associated with any remedial plan approved by the EPA are expected to be spread over at least several years, we do not anticipate that this decision will have a material adverse impact to our business.

Lower Passaic River Study Area of the Diamond Alkali Superfund Site, 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 (Site) concerning the lower 17-mile stretch of the Passaic River. It has been alleged that EPEC Polymers and EPEC Oil Trust may be PRPs 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) with the EPA which obligate them to investigate and characterize contamination at the Site. They are also part of a joint defense group of approximately 44 cooperating parties, referred to as the Cooperating Parties Group (CPG), which is directing and funding the AOC work required by the EPA. Under the first AOC, the CPG submitted draft remedial investigation and feasibility studies (RI/FS) of the Site to the EPA in 2015, and EPA approval remains pending. Under the second AOC, the CPG conducted a CERCLA removal action at the Passaic River Mile 10.9, and is obligated to conduct EPA-directed post-remedy monitoring in the removal area. We have established a reserve for the anticipated cost of compliance with these two AOCs.

On March 4, 2016, the EPA issued its Record of Decision (ROD) for the lower eight miles of the Site. At that time the final cleanup plan in the ROD was estimated by the EPA to cost $1.7 billion. On October 5, 2016, the EPA entered into an AOC with Occidental Chemical Company (OCC), a member of the PRP group requiring OCC to spend an estimated $165 million to perform engineering and design work necessary to begin the cleanup of the lower eight miles of the Site. The design work is underway. Initial expectations were that the design work would take four years to complete. The cleanup is expected to take at least six years to complete once it begins. On June 30, 2018 and July 13, 2018, respectively, OCC filed two separate lawsuits in the U.S. District Court for the District of New Jersey seeking cost recovery and contribution under CERCLA from more than 120 defendants, including EPEC Polymers. OCC alleges that each defendant is responsible to reimburse OCC for a proportionate share of the $165 million OCC is required to spend pursuant to its AOC. EPEC Polymers was dismissed without prejudice from the lawsuit on August 8, 2018.

In addition, the EPA and numerous PRPs, including EPEC Polymers, are engaged in an allocation process for the implementation of the remedy for the lower eight miles of the Site. There remains significant uncertainty as to the implementation and associated costs of the remedy set forth in the ROD. There is also uncertainty as to the impact of the EPA FS directive for the upper nine miles of the Site not subject to the lower eight mile ROD. In a letter dated October 10, 2018, the EPA directed the CPG to prepare a streamlined FS for the Site that evaluates interim remedy alternatives for sediments in

the upper nine miles of the Site. Until this FS is completed and the RI/FS is finalized and allocations are determined, the scope of potential EPA claims for the Site and liability therefor are not reasonably estimable.

Louisiana Governmental Coastal Zone Erosion Litigation

Beginning in 2013, several parishes in Louisiana and the City of New Orleans filed separate lawsuits in state district courts in Louisiana against a number of oil and gas companies, including TGP and SNG. In these cases, the parishes and New Orleans, as Plaintiffs, allege that certain of the defendants' oil and gas exploration, production and transportation operations were conducted in violation of the State and Local Coastal Resources Management Act of 1978, as amended (SLCRMA). The Plaintiffs allege the defendants' operations caused substantial damage to the coastal waters of Louisiana and nearby lands, including marsh (Coastal Zone). The alleged damages include erosion of property within the Coastal Zone, and discharge of pollutants that are alleged to have adversely impacted the Coastal Zone, including plants and wildlife. The Plaintiffs seek, among other relief, unspecified money damages, attorneys' fees, interest, and payment of costs necessary to restore the affected Coastal Zone to its original condition. The Louisiana Department of Natural Resources (LDNR) and the Louisiana Attorney General (LAG) routinely intervene in these cases, and we expect the LDNR and LAG to intervene in any additional cases that may be filed. There are more than 40 of these cases pending in Louisiana against oil and gas companies, one of which is against TGP and one of which is against SNG, both described further below.

On November 8, 2013, the Parish of Plaquemines, Louisiana filed a petition for damages in the state district court for Plaquemines Parish, Louisiana against TGP and 17 other energy companies, alleging that the defendants' operations in Plaquemines Parish violated SLCRMA and Louisiana law, and that those operations caused substantial damage to the Coastal Zone. Plaquemines Parish seeks, among other relief, unspecified money damages, attorney fees, interest, and payment of costs necessary to restore the allegedly affected Coastal Zone to its original condition, including costs to remediate, restore, vegetate and detoxify the affected Coastal Zone property. In 2016, the LAG and LDNR intervened in the lawsuit. In May 2018, the case was removed to the U.S. District Court for the Eastern District of Louisiana on several grounds including federal officer liability. Plaquemines Parish, along with the intervenors, moved to remand the case to the state district court. On May 28, 2019, the case was remanded to the state district court for Plaquemines Parish. At the same time, the U.S. District Court certified the federal officer liability jurisdiction issue for review by the U.S. Fifth Circuit Court of Appeals and on June 11, 2019, the U.S. District Court stayed the remand order pending the outcome of that review. The case is effectively stayed pending resolution of the federal officer liability issue by the Court of Appeals. Until these and other issues are determined, we are not able to reasonably estimate the extent of our potential liability, if any. We will continue to vigorously defend this case.

On March 29, 2019, the City of New Orleans and Orleans Parish (collectively, Orleans) filed a petition for damages in the state district court for Orleans Parish, Louisiana against SNG and 10 other energy companies alleging that the defendants' operations in Orleans Parish violated the SLCRMA and Louisiana law, and caused substantial damage to the Coastal Zone. Orleans seeks, among other relief, unspecified money damages, attorney fees, interest, and payment of costs necessary to restore the allegedly affected Coastal Zone to its original condition, including costs to remediate, restore, vegetate and detoxify the affected Coastal Zone property. On April 5, 2019, the case was removed to the U.S. District Court for the Eastern District of Louisiana. On May 28, 2019, Orleans moved to remand the case to the state district court. On January 30, 2020, the U.S. District Court ordered the case to be stayed and administratively closed pending the resolution of issues in a separate case to which SNG is not a party; *Parish of Cameron vs. Auster Oil & Gas, Inc.*, pending in U.S. District Court for the Western District of Louisiana; after which either party may move to re-open the case. Until these and other issues are determined, we are not able to reasonably estimate the extent of our potential liability, if any. We will continue to vigorously defend this case.

Louisiana Landowner Coastal Erosion Litigation

Beginning in January 2015, several private landowners in Louisiana, as Plaintiffs, filed separate lawsuits in state district courts in Louisiana against a number of oil and gas pipeline companies, including two cases against TGP, two cases against SNG, and two cases against both TGP and SNG. In these cases, the Plaintiffs allege that the defendants failed to properly maintain pipeline canals and canal banks on their property, which caused the canals to erode and widen and resulted in substantial land loss, including significant damage to the ecology and hydrology of the affected property, and damage to timber and wildlife. The plaintiffs allege that the defendants' conduct constitutes a breach of the subject right of way agreements, is inconsistent with prudent operating practices, violates Louisiana law, and that defendants' failure to maintain canals and canal banks constitutes negligence and trespass. The plaintiffs seek, among other relief, unspecified money damages, attorneys' fees, interest, and payment of costs necessary to return the canals and canal banks to their as-built conditions and restore and remediate the affected property. The plaintiffs allege that the defendants are obligated to restore and remediate the affected property without regard to the value of the property. The plaintiffs also seek a declaration that the defendants are obligated to take steps to maintain canals and canal banks going forward. In one case filed by Vintage Assets, Inc. and several landowners against SNG, TGP, and another defendant that was tried in 2017 to the U.S. District Court for the Eastern District of Louisiana,

$80 million was sought in money damages, including recovery of litigation costs, damages for trespass, and money damages associated with an alleged loss of natural resources and projected reconstruction cost of replacing or restoring wetlands. On May 4, 2018, the District Court entered a judgment dismissing the tort and negligence claims against all of the defendants, and dismissing certain of the contract claims against TGP. In ruling in favor of the plaintiffs on the remaining contract claims, the District Court ordered the defendants to pay $1,104 in money damages, and issued a permanent injunction ordering the defendants to restore a total of 9.6 acres of land and maintain certain canals at widths designated by the right of way agreements in effect. The Court stayed the judgment and the injunction pending appeal. The parties each filed a separate appeal to the U.S. Court of Appeals for the Fifth Circuit. On September 13, 2018, the third-party defendant filed a motion to vacate the judgment and dismiss all of the appeals for lack of subject matter jurisdiction. On October 2, 2018 the Court of Appeals dismissed the appeals and on April 17, 2019 the case was remanded to the state district court for Plaquemines Parish, Louisiana for further proceedings. The case is set for trial July 27, 2020. We will continue to vigorously defend these cases.

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 March 31, 2020 and December 31, 2019, we have accrued a total reserve for environmental liabilities in the amount of $256 million and $259 million, respectively. In addition, as of March 31, 2020 and December 31, 2019, we have recorded a receivable of $12 million and $15 million, respectively, for expected cost recoveries that have been deemed probable.

10. Recent Accounting Pronouncements

ASU No. 2018-14

On August 28, 2018, the FASB issued ASU No. 2018-14, "*Compensation - Retirement Benefits - Defined Benefit Plans - General (Subtopic 715-20): Disclosure Framework - Changes to the Disclosure Requirements for Defined Benefit Plans*." This ASU amends existing annual disclosure requirements applicable to all employers that sponsor defined benefit pension and other postretirement plans by adding, removing, and clarifying certain disclosures. ASU No. 2018-14 will be effective for us for the fiscal year ending December 31, 2020, and earlier adoption is permitted. We are currently reviewing the effect of this ASU to our financial statements.

ASU No. 2020-04

On March 12, 2020, the FASB issued ASU No. 2020-04, "*Reference Rate Reform - Facilitation of the Effects of Reference Rate Reform on Financial Reporting.*" This ASU provides temporary optional expedients and exceptions to GAAP guidance on contract modifications and hedge accounting to ease the financial reporting burdens of the expected market transition from LIBOR and other interbank offered rates to alternative reference rates, such as the Secured Overnight Financing Rate. Entities can elect not to apply certain modification accounting requirements to contracts affected by this reference rate reform, if certain criteria are met. An entity that makes this election would not have to remeasure the contracts at the modification date or reassess a previous accounting determination. Entities can also elect various optional expedients that would allow them to continue applying hedge accounting for hedging relationships affected by reference rate reform, if certain criteria are met. The guidance is effective upon issuance and generally can be applied through December 31, 2022. We are currently reviewing the effect of this ASU to our financial statements.

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 2019 Form 10-K.

Sale of U.S. Portion of Cochin Pipeline and KML

On December 16, 2019, we closed on two cross-conditional transactions resulting in the sale of the U.S. portion of the Cochin Pipeline and all the outstanding equity of KML, including our 70% interest, to Pembina Pipeline Corporation (Pembina) (together, the "KML and U.S. Cochin Sale"). We received approximately 25 million shares of Pembina common equity for our interest in KML. On January 9, 2020, we sold our Pembina shares and received proceeds of approximately $907 million ($764 million after tax) which were used to repay maturing debt. The assets sold were part of our Natural Gas Pipelines and Terminals business segments.

COVID-19

The COVID-19 pandemic-related reduction in energy demand and the sharp decline in commodity prices related to the combined impact of falling demand and recent increases in production from Organization of Petroleum Exporting Countries (OPEC) members and other international suppliers has caused significant disruptions and volatility in the global marketplace during the first quarter of 2020, which have adversely affected our business. In response to COVID-19, governments around the world have implemented increasingly stringent measures to help reduce the spread of the virus, including stay-at-home and shelter-in-place orders, travel restrictions and other measures. These measures have adversely affected the economies and financial markets of the U.S. and many other countries, resulting in an economic downturn that has negatively impacted global demand and prices for the products handled by our pipelines, terminals, shipping vessels and other facilities. There is significant uncertainty regarding the length and impact of the virus on the energy industry and potential impacts to our business. For further discussion, see Part II, Item 1A. "Risk Factors."

Events as described above resulted in decreases of current and expected long-term crude oil and NGL sale prices we expect to realize along with significant reductions to the market capitalization of many oil and gas producing companies. These events triggered us to review the carrying value of our long-lived assets of our CO_2 business segment and conduct interim tests of the recoverability of goodwill for our CO_2 and Natural Gas Pipelines Non-Regulated reporting units as of March 31, 2020. Our evaluation resulted in the recognition of a $350 million impairment for long-lived assets in our CO_2 business segment and a goodwill impairment of $600 million. For a further discussion of these impairments and our risk for future impairments, see Note 2, "*Impairments.*"

2020 Outlook

In December 2019, we announced our 2020 budget guidance in which we expected to declare dividends of $1.25 per share, a 25% increase from the 2019 declared dividends of $1.00 per share, and to generate approximately $5.1 billion of DCF, or $2.24 of DCF per share, and $7.6 billion of Adjusted EBITDA. On April 22, 2020, we announced an update to our outlook for 2020 to include estimated impacts of the economic downturn resulting from COVID-19 and unfavorable commodity demand and prices. Because of the current environment, we now expect DCF to be below budget by approximately 10% and Adjusted EBITDA to be below budget by approximately 8%. As a result, we now expect to end 2020 with a Net Debt-to-Adjusted EBITDA ratio of approximately 4.6 times, consistent with our long-term objective of around 4.5 times.

In addition, market conditions have resulted in a number of planned expansion projects no longer meeting our internal return thresholds, and we therefore reduced our budget of $2.4 billion by approximately $700 million. With this reduction, DCF less expansion capital expenditures is improved by approximately $200 million compared to budget, helping to keep our balance sheet strong. In addition, to help preserve flexibility and maintain balance sheet strength, our board of directors declared a dividend of $0.2625 per share, or $1.05 per share annualized. This represents a 5% increase over last quarter rather than the previously budgeted dividend of $0.3125, which would have been a 25% increase. We expect that our 2020 dividend payments as well as our 2020 discretionary spending will be funded with internally generated cash flow.

Considerable uncertainty exists with respect to the future pace and extent of a global economic recovery from the effects of the COVID-19 pandemic. In addition to the below discussions included in *"—Results of Operations—Consolidated Earnings*

Results" and *"—Segment Earnings Results,"* the following table provides assumptions and sensitivities for impacts on our business that may be affected by that uncertainty.

Remaining 9 Months Commodity Volume and Price Assumptions	Sensitivity Range	Potential Impact to 2020 Adjusted EBITDA and DCF (in millions, by segment)				
		Natural Gas Pipelines	Products Pipelines	Terminals	CO_2	Total
Natural Gas Gathering and Processing Volumes						
3,325 Bbtu/d	+/- 5%	$ 23				**$ 23**
Refined Products Volumes (gasoline, diesel and jet fuel)						
1,452 MBbl/d for Products Pipelines (the following apply to both the Products Pipelines and Terminals segments)(a)	+/- 5%		$ 26	$ 12		**$ 38**
Qtr 2: 40% - 45% reduction from budgeted quarter amount						
Qtr 3: 10% - 12% reduction from budgeted quarter amount						
Qtr 4: 5% - 6% reduction from budgeted quarter amount						
Crude Oil & Condensate Pipeline Volumes						
587 MBbl/d	+/- 5%		$ 11			**$ 11**
Crude Oil Production Volumes						
46 MBbl/d, gross (33 MBbl/d, net)	+/- 5%				$ 12	**$ 12**
Crude Oil Price						
$30/bbl	+/- $1/bbl WTI	$ 0.2	$ 0.9		$ 0.5	**$ 1.6**
NGL to Crude Oil Price Ratio						
Natural Gas Pipelines 49% and CO_2 25%	+/- 1%	$ 0.1			$ 0.4	**$ 0.5**

		Potential Impact to 2020 DCF (in millions)
3-Month LIBOR Interest Rate(b)		**Total**
0.64%	+/- 10-bp	**$ 2.4**

Purpose of Outlook Assumptions and Sensitivity:

The above table provides key assumptions used in our 2020 forecast for the remaining 9 months of 2020 to incorporate the estimated impact of COVID-19 and oil price decline. It also provides estimated financial impacts to 2020 Adjusted EBITDA and DCF for potential changes in those assumptions. These sensitivities are general estimates of anticipated impacts on our business segments and overall business of changes relative to our assumptions; the impact of actual changes may vary significantly depending on the affected asset, product and contract.

Notes:

(a) Potential impact to 2020 Adjusted EBITDA for Terminals includes sensitivity to changes in petroleum coke volume.

(b) As of March 31, 2020, we had approximately $8.0 billion of fixed-to-floating interest rate swaps on our long-term debt. In March 2020, we fixed the LIBOR component on $2.5 billion of these swaps through the end of 2020 only. As a result, approximately 17% of the principal amount of our debt balance as of March 31, 2020 was 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.

We do not provide budgeted net income attributable to common stockholders or budgeted net income, the GAAP financial measures most directly comparable to the non-GAAP financial measures of DCF and Adjusted EBITDA, respectively, due to the impracticality of quantifying certain components required by GAAP such as: unrealized gains and losses on derivatives marked-to-market and potential changes in estimates for certain contingent liabilities. See *"—Results of Operations—Overview—Non-GAAP Financial Measures"* below.

Our updated expectations for 2020 discussed above involve risks, uncertainties and assumptions, and are not guarantees of performance. Many of the factors that will determine these expectations are beyond our ability to control or predict, and because of these uncertainties, it is advisable not to put undue reliance on any forward-looking statements. Please read Part II, Item 1A. *"Risk Factors"* below and *"Information Regarding Forward-Looking Statements"* at the beginning of this report for more information. Furthermore, we disclaim any obligation, other than as required by applicable law, to publicly update or revise any of our forward-looking statements to reflect future events or developments.

Results of Operations

Overview

As described in further detail below, our management evaluates our performance primarily using the GAAP financial measures of Segment EBDA (as presented in Note 7, *"Reportable Segments"*), net (loss) income and net (loss) income attributable to Kinder Morgan, Inc., along with the non-GAAP financial measures of Adjusted Earnings and DCF, both in the aggregate and per share for each, Adjusted Segment EBDA, Adjusted EBITDA, Net Debt and Net Debt to Adjusted EBITDA.

GAAP Financial Measures

The Consolidated Earnings Results for the three months ended March 31, 2020 and 2019 present Segment EBDA, net (loss) income and net (loss) income attributable to Kinder Morgan, Inc. which are prepared and presented in accordance with GAAP. Segment EBDA is a useful measure of our operating performance because it measures the operating results of our segments before DD&A and certain expenses that are generally not controllable by our business segment operating managers, such as general and administrative expenses and corporate charges, interest expense, net, and income taxes. Our general and administrative expenses and corporate charges include such items as unallocated employee benefits, insurance, rentals, unallocated litigation and environmental expenses, and shared corporate services including accounting, information technology, human resources and legal services.

Non-GAAP Financial Measures

Our non-GAAP financial measures described below should not be considered alternatives to GAAP net (loss) income or other GAAP measures and have important limitations as analytical tools. Our computations of these non-GAAP financial measures may differ from similarly titled measures used by others. You should not consider these non-GAAP financial measures in isolation or as substitutes for an analysis of our results as reported under GAAP. Management compensates for the limitations of these non-GAAP financial 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.

Certain Items

Certain Items, as adjustments used to calculate our non-GAAP financial measures, are items that are required by GAAP to be reflected in net (loss) income, but typically either (i) do not have a cash impact (for example, asset impairments), or (ii) by their nature are separately identifiable from our normal business operations and in our view are likely to occur only sporadically (for example, certain legal settlements, enactment of new tax legislation and casualty losses). See tables included in *"—Consolidated Earnings Results (GAAP)—Certain Items Affecting Consolidated Earnings Results," "—Non-GAAP Financial Measures—Reconciliation of Net (Loss) Income (GAAP) to Adjusted EBITDA" and "—Non-GAAP Financial Measures—Supplemental Information"* below. In addition, Certain Items are described in more detail in the footnotes to tables included in *"—Segment Earnings Results"* and *"—General and Administrative and Corporate Charges, Interest, net, and Noncontrolling Interests"* below.

Adjusted Earnings

Adjusted Earnings is calculated by adjusting net (loss) income attributable to Kinder Morgan, Inc. for Certain Items. Adjusted Earnings is used by us and certain external users of our financial statements to assess the earnings of our business excluding Certain Items as another reflection of the Company's ability to generate earnings. We believe the GAAP measure most directly comparable to Adjusted Earnings is net (loss) income attributable to Kinder Morgan, Inc. Adjusted Earnings per share uses Adjusted Earnings and applies the same two-class method used in arriving at basic earnings per common share. See *"—Non-GAAP Financial Measures—Reconciliation of Net (Loss) Income Attributable to Kinder Morgan, Inc. (GAAP) to Adjusted Earnings to DCF"* below.

DCF

DCF is calculated by adjusting net (loss) income attributable to Kinder Morgan, Inc. for Certain Items (Adjusted Earnings), and further by DD&A and amortization of excess cost of equity investments, income tax expense, cash taxes, sustaining capital expenditures and other items. DCF is a significant performance measure useful to management and external users of our financial statements in evaluating our performance and in measuring and estimating the ability of our assets to generate cash earnings after servicing our debt, paying cash taxes and expending sustaining capital, that could be used for

discretionary purposes such as common stock dividends, stock repurchases, retirement of debt, or expansion capital expenditures. DCF should not be used as an alternative to net cash provided by operating activities computed under GAAP. We believe the GAAP measure most directly comparable to DCF is net (loss) income attributable to Kinder Morgan, Inc. DCF per common share is DCF divided by average outstanding common shares, including restricted stock awards that participate in common share dividends. See *"—Non-GAAP Financial Measures—Reconciliation of Net (Loss) Income Attributable to Kinder Morgan, Inc. (GAAP) to Adjusted Earnings to DCF"* and *"—Adjusted Segment EBDA to Adjusted EBITDA to DCF"* below.

Adjusted Segment EBDA

Adjusted Segment EBDA is calculated by adjusting Segment EBDA for Certain Items attributable to the segment. Adjusted Segment EBDA is used by management in its analysis of segment performance and management of our business. We believe Adjusted Segment EBDA is a a useful performance metric because it provides management and external users of our financial statements additional insight into the ability of our segments to generate segment cash earnings on an ongoing basis. We believe it is useful to investors because it is a measure that management uses to allocate resources to our segments and assess each segment's performance. We believe the GAAP measure most directly comparable to Adjusted Segment EBDA is Segment EBDA. See *"—Consolidated Earnings Results (GAAP)—Certain Items Affecting Consolidated Earnings Results"* for a reconciliation of Segment EBDA to Adjusted Segment EBDA by business segment.

Adjusted EBITDA

Adjusted EBITDA is calculated by adjusting EBITDA for Certain Items, our share of unconsolidated joint venture DD&A and income tax expense (net of our partners' share of consolidating joint venture DD&A and income tax expense), and net income attributable to noncontrolling interests that is further adjusted for KML noncontrolling interests (net of its applicable Certain Items) for the periods presented through KML's sale on December 15, 2019. Adjusted EBITDA is used by management and external users, in conjunction with our Net Debt (as described further below), to evaluate certain leverage metrics. Therefore, we believe Adjusted EBITDA is useful to investors. We believe the GAAP measure most directly comparable to Adjusted EBITDA is net (loss) income. See *"—Adjusted Segment EBDA to Adjusted EBITDA to DCF"* and *"—Non-GAAP Financial Measures—Reconciliation of Net (Loss) Income (GAAP) to Adjusted EBITDA"* below.

Net Debt

Net Debt is a non-GAAP financial measure that is useful to investors and other users of our financial information in evaluating our leverage. Net Debt is calculated by subtracting from debt (i) cash and cash equivalents (which, as of March 31, 2020, the cash and cash equivalents component of Net Debt includes "Restricted deposits" held in escrow that were used on April 1, 2020 for the repayment of senior notes plus associated accrued interest); (ii) the preferred interest in the general partner of KMP (which was redeemed in January 2020); (iii) debt fair value adjustments; and (iv) the foreign exchange impact on Euro-denominated bonds for which we have entered into currency swaps. We believe the most comparable measure to Net Debt is debt net of cash and cash equivalents. Our Net Debt-to-Adjusted EBITDA ratio was 4.3 as of March 31, 2020.

Consolidated Earnings Results (GAAP)

The following tables summarize the key components of our consolidated earnings results.

	Three Months Ended March 31,			
	2020	2019	Earnings increase/(decrease)	
	(In millions, except percentages)			
Segment EBDA(a)				
Natural Gas Pipelines	$ 1,196	$ 1,203	$ (7)	(1)%
Products Pipelines	269	276	(7)	(3)%
Terminals	257	299	(42)	(14)%
CO_2	(755)	198	(953)	(481)%
Kinder Morgan Canada(b)	—	(2)	2	100 %
Total Segment EBDA	967	1,974	(1,007)	(51)%
DD&A	(565)	(593)	28	5 %
Amortization of excess cost of equity investments	(32)	(21)	(11)	(52)%
General and administrative and corporate charges	(165)	(161)	(4)	(2)%
Interest, net	(436)	(460)	24	5 %
(Loss) income before income taxes	(231)	739	(970)	(131)%
Income tax expense	(60)	(172)	112	65 %
Net (loss) income	(291)	567	(858)	(151)%
Net income attributable to noncontrolling interests	(15)	(11)	(4)	(36)%
Net (loss) income attributable to Kinder Morgan, Inc.	(306)	556	(862)	(155)%

(a) Includes revenues, earnings from equity investments, and other, net, less operating expenses, loss on impairments and divestitures, net, and other income, net. Operating expenses include costs of sales, operations and maintenance expenses, and taxes, other than income taxes.

(b) 2019 amount represents a final working capital adjustment on the TMPL sale.

(Loss) income before income taxes decreased $970 million in 2020 compared to 2019. The decrease was due primarily to a non-cash impairment of goodwill associated with our CO_2 reporting unit and non-cash impairments of certain oil and gas producing assets in our CO_2 business segment, and to a much lesser extent, assets in our Products Pipelines business segment. The decrease was further impacted by lower earnings from all of our business segments primarily attributable to the impact of of the KML and U.S. Cochin Sale in the fourth quarter of 2019 as well as sharp declines in commodity prices impacting the Products Pipelines business segment, partially offset by the benefit of expansion projects in our Natural Gas Pipelines business segment and by lower interest expense and DD&A expense.

Certain Items Affecting Consolidated Earnings Results

	Three Months Ended March 31,						
	2020			2019			
	GAAP	Certain Items	Adjusted	GAAP	Certain Items	Adjusted	Adjusted amounts increase/ (decrease) to earnings
	(In millions)						
Segment EBDA							
Natural Gas Pipelines	$ 1,196	$ (17)	$ 1,179	$ 1,203	$ (2)	$ 1,201	$ (22)
Products Pipelines	269	4	273	276	17	293	(20)
Terminals	257	—	257	299	—	299	(42)
CO_2	(755)	930	175	198	(9)	189	(14)
Kinder Morgan Canada	—	—	—	(2)	2	—	—
Total Segment EBDA(a)	967	917	1,884	1,974	8	1,982	(98)
DD&A and amortization of excess cost of equity investments	(597)	—	(597)	(614)	—	(614)	17
General and administrative and corporate charges(a)	(165)	25	(140)	(161)	3	(158)	18
Interest, net(a)	(436)	1	(435)	(460)	2	(458)	23
(Loss) income before income taxes	(231)	943	712	739	13	752	(40)
Income tax expense(b)	(60)	(96)	(156)	(172)	2	(170)	14
Net (loss) income	(291)	847	556	567	15	582	(26)
Net income attributable to noncontrolling interests(a)	(15)	—	(15)	(11)	—	(11)	(4)
Net (loss) income attributable to Kinder Morgan, Inc.	$ (306)	$ 847	$ 541	$ 556	$ 15	$ 571	$ (30)

(a) For a more detailed discussion of these Certain Items, see the footnotes to the tables within *"—Segment Earnings Results"* and *"—General and Administrative and Corporate Charges, Interest, net and Noncontrolling Interests"* below.
(b) The combined net effect of the Certain Items represents the income tax provision on Certain Items plus discrete income tax items.

Net (loss) income attributable to Kinder Morgan, Inc. adjusted for Certain Items (Adjusted Earnings) decreased by $30 million in 2020 compared to 2019. Adjusted Segment EBDA was negatively impacted by the KML and U.S. Cochin Sale and sharp declines in commodity prices impacting our Products Pipelines business segment, partially offset by earnings from expansion projects in our Natural Gas Pipelines business segment. Reduced DD&A, general and administrative and corporate charges, interest and income tax expense partially offset the decrease in Adjusted Segment EBDA. Reduced general and administrative and corporate charges and interest expense were primarily due to the KML and Cochin Sale.

Non-GAAP Financial Measures

Reconciliation of Net (Loss) Income Attributable to Kinder Morgan, Inc. (GAAP) to Adjusted Earnings to DCF

	Three Months Ended March 31,	
	2020	2019
	(In millions)	
Net (loss) income attributable to Kinder Morgan, Inc. (GAAP)	$ (306)	$ 556
Total Certain Items	847	15
Adjusted Earnings(a)	541	571
DD&A and amortization of excess cost of equity investments for DCF(b)	691	708
Income tax expense for DCF(a)(b)	181	195
Cash taxes(c)	(3)	(13)
Sustaining capital expenditures(c)	(141)	(115)
Other items(d)	(8)	25
DCF	$ 1,261	$ 1,371

Adjusted Segment EBDA to Adjusted EBITDA to DCF

	Three Months Ended March 31,	
	2020	2019
	(In millions, except per share amounts)	
Natural Gas Pipelines	$ 1,179	$ 1,201
Products Pipelines	273	293
Terminals	257	299
CO_2	175	189
Adjusted Segment EBDA(a)	1,884	1,982
General and administrative and corporate charges(a)	(140)	(158)
KMI's share of joint venture DD&A and income tax expense(a)(e)	119	126
Net income attributable to noncontrolling interests (net of KML noncontrolling interests and Certain Items)(a)	(15)	(3)
Adjusted EBITDA	1,848	1,947
Interest, net(a)	(435)	(458)
Cash taxes(c)	(3)	(13)
Sustaining capital expenditures(c)	(141)	(115)
KML noncontrolling interests DCF adjustments(f)	—	(15)
Other items(d)	(8)	25
DCF	$ 1,261	$ 1,371
Adjusted Earnings per common share	$ 0.24	$ 0.25
Weighted average common shares outstanding for dividends(g)	2,277	2,275
DCF per common share	$ 0.55	$ 0.60
Declared dividends per common share	$ 0.2625	$ 0.25

(a) Amounts are adjusted for Certain Items.
(b) Includes KMI's share of DD&A or income tax expense from joint ventures as applicable. 2019 amounts are also net of DD&A or income tax expense attributable to KML noncontrolling interests. See tables included in *"—Supplemental Information"* below.
(c) Includes KMI's share of cash taxes or sustaining capital expenditures from joint ventures, as applicable. See tables included in *"—Supplemental Information"* below.
(d) Includes non-cash pension expense and non-cash compensation associated with our restricted stock program.
(e) KMI's share of unconsolidated joint venture DD&A and income tax expense, net of consolidating joint venture partners' share of DD&A.
(f) 2019 amount represents the combined net income, DD&A and income tax expense adjusted for Certain Items, as applicable, attributable to KML noncontrolling interests. See table included in *"—Supplemental Information"* below.
(g) Includes restricted stock awards that participate in common share dividends.

Reconciliation of Net (Loss) Income (GAAP) to Adjusted EBITDA

	Three Months Ended March 31,	
	2020	2019
	(In millions)	
Net (loss) income (GAAP)	$ (291)	$ 567
Certain Items:		
Fair value amortization	(8)	(8)
Legal, environmental and taxes other than income tax reserves	(8)	17
Change in fair value of derivative contracts(a)	(36)	10
Loss on impairments and divestitures, net(b)	371	2
Loss on impairment of goodwill(c)	600	—
Income tax Certain Items	(96)	2
Other	24	(8)
Total Certain Items	847	15
DD&A and amortization of excess cost of equity investments	597	614
Income tax expense(d)	156	170
KMI's share of joint venture DD&A and income tax expense(d)(e)	119	126
Interest, net(d)	435	458
Net income attributable to noncontrolling interests (net of KML noncontrolling interests(d))	(15)	(3)
Adjusted EBITDA	$ 1,848	$ 1,947

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(a) Gains or losses are reflected in our DCF when realized.

(b) 2020 amount primarily includes: (i) pre-tax non-cash losses of $350 million and $21 million for asset impairments related to oil and gas producing assets in our CO_2 business segment driven by low oil price and assets in our Products Pipelines business segment, respectively, and are reported within "Loss on impairments and divestitures, net" on our Consolidated Earnings Results (GAAP) table above.

(c) 2020 amount represents a non-cash impairment of goodwill associated with our CO_2 reporting unit.

(d) Amounts are adjusted for Certain Items. See tables included in *"—Supplemental Information"* and *"—General and Administrative and Corporate Charges, Interest, net, and Noncontrolling Interests"* below.

(e) KMI's share of unconsolidated joint venture DD&A and income tax expense, net of consolidating joint venture partners' share of DD&A.

Supplemental Information

	Three Months Ended March 31,	
	2020	2019
	(In millions)	
DD&A (GAAP)	$ 565	$ 593
Amortization of excess cost of equity investments (GAAP)	32	21
DD&A and amortization of excess cost of equity investments	597	614
Our share of joint venture DD&A	94	99
DD&A attributable to KML noncontrolling interests	—	(5)
DD&A and amortization of excess cost of equity investments for DCF	$ 691	$ 708
Income tax expense (GAAP)	$ 60	$ 172
Certain Items	96	(2)
Income tax expense(a)	156	170
Our share of taxable joint venture income tax expense(a)	25	27
Income tax expense attributable to KML noncontrolling interests(a)	—	(2)
Income tax expense for DCF(a)	$ 181	$ 195
Net income attributable to KML noncontrolling interests	$ —	$ 8
KML noncontrolling interests associated with Certain Items	—	—
KML noncontrolling interests(a)	—	8
DD&A attributable to KML noncontrolling interests	—	5
Income tax expense attributable to KML noncontrolling interests(a)	—	2
KML noncontrolling interests DCF adjustments(a)	$ —	$ 15
Net income attributable to noncontrolling interests (GAAP)	$ 15	$ 11
Less: KML noncontrolling interests(a)	—	8
Net income attributable to noncontrolling interests (net of KML noncontrolling interests(a))	15	3
Noncontrolling interests associated with Certain Items	—	—
Net income attributable to noncontrolling interests (net of KML noncontrolling interests and Certain Items)	$ 15	$ 3
Additional joint venture information:		
Our share of joint venture DD&A	$ 94	$ 99
Our share of joint venture income tax expense(a)	25	27
Our share of joint venture DD&A and income tax expense(a)	$ 119	$ 126
Our share of taxable joint venture cash taxes	$ (4)	$ —
Our share of joint venture sustaining capital expenditures	$ (26)	$ (19)

(a) Amounts are adjusted for Certain Items.

Segment Earnings Results

Natural Gas Pipelines

	Three Months Ended March 31,	
	2020	2019
	(In millions, except operating statistics)	
Revenues	$ 1,875	$ 2,201
Operating expenses	(848)	(1,167)
Other income	1	1
Earnings from equity investments	164	159
Other, net	4	9
Segment EBDA	1,196	1,203
Certain Items(a)(b)	(17)	(2)
Adjusted Segment EBDA	$ 1,179	$ 1,201
Change from prior period	Increase/(Decrease)	
Adjusted revenues	$ (358)	(16)%
Adjusted Segment EBDA	(22)	(2)%
Volumetric data(c)		
Transport volumes (BBtu/d)	39,095	36,044
Sales volumes (BBtu/d)	2,495	2,332
Gathering volumes (BBtu/d)	3,361	3,301
NGLs (MBbl/d)	30	32

Certain Items affecting Segment EBDA

(a) Includes revenue Certain Item amounts of $(24) million and $8 million for 2020 and 2019, respectively. These Certain Item amounts are primarily related to non-cash mark-to-market derivative contracts used to hedge forecasted natural gas and NGL sales in the 2020 and 2019 periods.

(b) Includes non-revenue Certain Item amounts of $7 million and $(10) million for 2020 and 2019, respectively. 2020 amount is primarily related to increase in expense associated with a certain EPNG litigation matter. 2019 amount is primarily related to an increase in earnings for our share of certain equity investees' amortization of regulatory liabilities.

Other

(c) Joint venture throughput is reported at our ownership share. Volumes for assets sold are excluded for all periods presented.

Below are the changes in both Adjusted Segment EBDA and adjusted revenues, in the comparable three-month periods ended March 31, 2020 and 2019:

Three Months Ended March 31, 2020 versus Three Months Ended March 31, 2019

	Adjusted Segment EBDA increase/(decrease)		Adjusted revenues increase/(decrease)	
	(In millions, except percentages)			
Midstream	$ (43)	(12)%	$ (449)	(33)%
East Region	20	4 %	45	8 %
West Region	1	— %	10	3 %
Intrasegment eliminations	—	— %	36	95 %
Total Natural Gas Pipelines	$ (22)	(2)%	$ (358)	(16)%

The changes in Segment EBDA for our Natural Gas Pipelines business segment are further explained by the following discussion of the significant factors driving Adjusted Segment EBDA in the comparable three-month periods ended March 31, 2020 and 2019:

- Midstream's decrease of $43 million (12%) was primarily due to the sale of the Cochin Pipeline on December 16, 2019 to Pembina, lower volumes on KinderHawk Field Services and Oklahoma assets, lower rates on our North Texas assets and lower sales margins on our Texas intrastate operations. These decreases were partially offset by higher volumes on

the Hiland Midstream assets and higher equity earnings due to the Gulf Coast Express Pipeline being placed in service in September 2019. Overall Midstream's revenues decreased primarily due to lower commodity prices which was largely offset by corresponding decreases in costs of sales;

- East Region's increase of $20 million (4%) was primarily due to increases in earnings from ELC and Southern LNG Company, L.L.C. resulting from five of ten liquefaction units (part of the Elba Liquefaction project) being placed into service in the later part of 2019 and first quarter 2020 partially offset by reduced contributions from TGP due to historically mild weather in the Northeast and the impact of the FERC 501-G rate settlement; and
- West Region's increase of $1 million (—%) was primarily due to increases in earnings from EPNG and CIG driven by increased revenues due to expansion in the Permian Basin and the Denver Julesburg basin, respectively, partially offset by decreased equity earnings from Ruby Pipeline Company due to lower transportation revenues.

Products Pipelines

	Three Months Ended March 31,	
	2020	2019
	(In millions, except operating statistics)	
Revenues	$ 495	$ 424
Operating expenses	(221)	(166)
Loss on impairments and divestitures, net	(21)	—
Earnings from equity investments	15	18
Other, net	1	—
Segment EBDA	269	276
Certain Items(a)	4	17
Adjusted Segment EBDA	$ 273	$ 293
Change from prior period	Increase/(Decrease)	
Adjusted revenues	$ 71	17 %
Adjusted Segment EBDA	(20)	(7)%
Volumetric data(b)		
Gasoline(c)	961	980
Diesel fuel	358	337
Jet fuel	293	294
Total refined product volumes	1,612	1,611
Crude and condensate	702	643
Total delivery volumes (MBbl/d)	2,314	2,254

Certain Items affecting Segment EBDA

(a) Includes non-revenue Certain Item amounts of $4 million and $17 million for 2020 and 2019, respectively. 2020 amount includes a non-cash loss on impairment of our Belton Terminal of $21 million and a $17 million favorable adjustment for tax reserves, other than income taxes. 2019 amount is related to an unfavorable adjustment of tax reserves, other than income taxes.

Other

(b) Joint venture throughput is reported at our ownership share.

(c) Volumes include ethanol pipeline volumes.

Below are the changes in both Adjusted Segment EBDA and adjusted revenues, in the comparable three-month periods ended March 31, 2020 and 2019.

Three Months Ended March 31, 2020 versus Three Months Ended March 31, 2019

	Adjusted Segment EBDA increase/(decrease)		Adjusted revenues increase/(decrease)	
	(In millions, except percentages)			
Crude and Condensate	$ (17)	(15)%	$ 54	34%
Southeast Refined Products	(13)	(20)%	10	10%
West Coast Refined Products	10	9 %	7	4%
Total Products Pipelines	$ (20)	(7)%	$ 71	17%

The changes in Segment EBDA for our Products Pipelines business segment are further explained by the following discussion of the significant factors driving Adjusted Segment EBDA in the comparable three-month periods ended March 31, 2020 and 2019:

- Crude and Condensate's decrease of $17 million (15%) was primarily due to decreased earnings from Kinder Morgan Crude & Condensate Pipeline (KMCC) and the Bakken Crude assets as a result of unfavorable inventory adjustments driven by declines in commodity prices during the first quarter of 2020. KMCC's decreased earnings were also impacted by lower contracted rates partially offset by higher volumes. These decreases were partially offset by increased earnings from KMCC - Splitter primarily due to higher volumes driven by the Desalter project which was placed into service in May 2019 and associated processing fees. Overall Crude and Condensate revenues increased primarily due to increased volumes which were largely offset by a corresponding increase in costs of sales;
- Southeast Refined Products' decrease of $13 million (20%) was primarily due to decreased earnings from our Transmix processing operations driven by unfavorable inventory adjustments driven by commodity price declines during the first quarter 2020. The increase in revenues was primarily due to higher commodity sales revenues driven by a new customer contract which was offset by a corresponding increase in costs of sales; and
- West Coast Refined Products' increase of $10 million (9%) was primarily due to increased earnings on Pacific (SFPP) operations driven by an increase in services revenues as a result of higher tariff rates.

Terminals

	Three Months Ended March 31,	
	2020	2019
	(In millions, except operating statistics)	
Revenues	$ 442	$ 509
Operating expenses	(192)	(216)
Earnings from equity investments	5	5
Other, net	2	1
Segment EBDA	257	299
Certain Items	—	—
Adjusted Segment EBDA	$ 257	$ 299

Change from prior period	Increase/(Decrease)	
Adjusted revenues	$ (67)	(13)%
Adjusted Segment EBDA	(42)	(14)%

Volumetric data(a)		
Liquids tankage capacity available for service (MMBbl)	79.5	79.3
Liquids utilization %(b)	93.7%	94.0 %
Bulk transload tonnage (MMtons)	13.0	13.6

Other

(a) Volumes for assets sold are excluded for all periods presented.

(b) The ratio of our tankage capacity in service to tankage capacity available for service.

Below are the changes in both Adjusted Segment EBDA and adjusted revenues, in the comparable three-month periods ended March 31, 2020 and 2019.

Three Months Ended March 31, 2020 versus Three Months Ended March 31, 2019

	Adjusted Segment EBDA increase/(decrease)		Adjusted revenues increase/(decrease)	
	(In millions, except percentages)			
Alberta Canada	$ (33)	(100)%	$ (49)	(100)%
West Coast	(6)	(100)%	(16)	(100)%
All others (including intrasegment eliminations)	(3)	(1)%	(2)	— %
Total Terminals	$ (42)	(14)%	$ (67)	(13)%

The changes in Segment EBDA for our Terminals business segment during the three-month periods ended March 31, 2020 and 2019 are explained by the sale of KML assets to Pembina on December 16, 2019, which accounted for the decrease on our Alberta Canada terminals and on our West Coast terminals.

CO_2

	Three Months Ended March 31,	
	2020	2019
	(In millions, except operating statistics)	
Revenues	$ 309	$ 305
Operating expenses	(122)	(117)
Loss on impairments and divestitures, net	(950)	—
Earnings from equity investments	8	10
Segment EBDA	(755)	198
Certain Items(a)(b)	930	(9)
Adjusted Segment EBDA	$ 175	$ 189

Change from prior period	Increase/(Decrease)	
Adjusted revenues	$ (7)	(2)%
Adjusted Segment EBDA	(14)	(7)%

Volumetric data		
SACROC oil production	23.2	24.4
Yates oil production	7.0	7.3
Katz and Goldsmith oil production	3.4	4.1
Tall Cotton oil production	2.4	2.6
Total oil production, net (MBbl/d)(c)	36.0	38.4
NGL sales volumes, net (MBbl/d)(c)	9.8	10.1
CO_2 production, net (Bcf/d)	0.5	0.6
Realized weighted-average oil price per Bbl	$ 54.61	$ 48.67
Realized weighted-average NGL price per Bbl	$ 19.74	$ 25.98

Certain Items affecting Segment EBDA

(a) Includes revenue Certain Item amounts of $(20) million and $(9) million for 2020 and 2019, respectively, related to unrealized gains associated with derivative contracts used to hedge forecasted commodity sales.

(b) Includes non-revenue Certain Item amount of $950 million for 2020 resulting from a $600 million goodwill impairment on our CO_2 reporting unit and non-cash impairments of $350 million on most of our oil and gas producing assets.

Other

(c) Net of royalties and outside working interests.

Below are the changes in both Adjusted Segment EBDA and adjusted revenues, in the comparable three-month periods ended March 31, 2020 and 2019.

Three Months Ended March 31, 2020 versus Three Months Ended March 31, 2019

	Adjusted Segment EBDA increase/(decrease)		Adjusted revenues increase/(decrease)	
	(In millions, except percentages)			
Source and Transportation activities	$ (14)	(18)%	$ (16)	(16)%
Oil and Gas Producing activities	—	— %	5	2 %
Intrasegment eliminations	—	— %	4	57 %
Total CO_2	$ (14)	(7)%	$ (7)	(2)%

The changes in Segment EBDA for our CO_2 business segment are further explained by the following discussion of the significant factors driving Adjusted Segment EBDA in the comparable three-month periods ended March 31, 2020 and 2019:

- decrease of $14 million (18%) from our Source and Transportation activities primarily due to a decrease of $19 million related to lower CO_2 sales volumes partially offset by higher CO_2 sales driven by higher contract sales prices and lower operating expenses; and
- flat (—%) from our Oil and Gas Producing activities due to increased revenues of $5 million driven by higher realized crude oil prices which increased revenues by $13 million and was offset by lower volumes which reduced revenues by $8 million, and higher operating expenses of $5 million.

General and Administrative and Corporate Charges, Interest, net and Noncontrolling Interests

	Three Months Ended March 31,		Earnings increase/(decrease)	
	2020	2019		
	(In millions, except percentages)			
General and administrative (GAAP)	$ (153)	$ (154)	$ 1	1 %
Corporate charges	(12)	(7)	(5)	(71)%
Certain Items(a)	25	3	22	733 %
General and administrative and corporate charges(b)	$ (140)	$ (158)	$ 18	11 %
Interest, net (GAAP)	$ (436)	$ (460)	$ 24	5 %
Certain Items(c)	1	2	(1)	(50)%
Interest, net(b)	$ (435)	$ (458)	$ 23	5 %
Net income attributable to noncontrolling interests (GAAP)	$ (15)	$ (11)	$ (4)	(36)%

Certain items

(a) 2020 amount includes an increase in expense of $23 million associated with the non-cash fair value adjustment and the dividend accrual on the Pembina common stock.

(b) Amounts are adjusted for Certain Items.

(c) 2020 and 2019 amounts include (i) decreases in interest expense of $8 million for each period related to non-cash debt fair value adjustments associated with acquisitions and (ii) increases in expense of $11 million and $10 million, respectively, related to non-cash mismatches between the change in fair value of interest rate swaps and change in fair value of hedged debt.

General and administrative expenses and corporate charges adjusted for Certain Items decreased $18 million in 2020 when compared to 2019 primarily due to lower expenses of $14 million due to the sale of KML, lower pension costs of $12 million, a $4 million project write-off in 2019 and lower benefit-related costs in our Terminals segment, partially offset by lower capitalized costs of $15 million primarily due to our Gulf Coast project being placed in service in September 2019 and our Elba Liquefaction project which was partially placed in service in later part of 2019 and during first quarter 2020.

In the table above, we report our interest expense as “net,” meaning that we have subtracted interest income and capitalized interest from our total interest expense to arrive at one interest amount. Our consolidated interest expense, net of interest

income adjusted for Certain Items, decreased $23 million in 2020 when compared to 2019 primarily due to lower weighted average long-term debt balances and lower LIBOR rates partially offset by lower capitalized interest and interest income.

We use interest rate swap agreements to convert 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 March 31, 2020 and December 31, 2019, approximately 17% and 27% of the principal amount of our debt balances 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. Net income attributable to noncontrolling interests for 2020 when compared to 2019 increased $4 million.

Income Taxes

Our tax expense for the three months ended March 31, 2020 was approximately $60 million as compared with $172 million for the same period of 2019. The $112 million decrease in tax expense was due primarily to (i) lower pre-tax book income in 2020 as a result of the impairment of certain CO_2 business segment assets, (ii) lower foreign income taxes as a result of the KML and U.S. Cochin Sale in 2019, and (iii) the refund of alternative minimum tax sequestration credits in 2020.

Liquidity and Capital Resources

General

As of March 31, 2020, we had $360 million of "Cash and cash equivalents," an increase of $175 million (95%) from December 31, 2019. As of March 31, 2020, our "Restricted deposits" includes $535 million held in escrow for maturing senior notes that matured on April 1, 2020. Additionally, as of March 31, 2020, we had borrowing capacity of approximately $3.9 billion under our $4 billion revolving credit facility (discussed below in "*—Short-term Liquidity*"). As discussed further below, we believe our cash flows from operating activities, cash position and remaining borrowing capacity on our credit facility are more than adequate to allow us to manage our day-to-day cash requirements and anticipated obligations.

We have consistently generated substantial cash flow from operations, providing a source of funds of $893 million and $635 million in the first three months of 2020 and 2019, respectively. The period-to-period increase is discussed below in "*—Cash Flows—Operating Activities*." We primarily rely on cash provided from operations to fund our operations as well as our debt service, sustaining capital expenditures, dividend payments and our growth capital expenditures. We expect the negative impact of the decline in commodity prices and refined product demand to continue in the near term, which will negatively affect our operating cash flows; however, we continue to expect that our short-term liquidity needs will be met through retained cash from operations, short-term borrowings or by issuing new long-term debt to refinance certain of our maturing long-term debt obligations.

Due to the significant uncertainty regarding the length and impact of the virus on the energy industry and potential impacts to our business, and to preserve flexibility and to continue strengthening our cash position, on April 22, 2020, we announced a 5% increase in our dividend for the first quarter of 2020 over the fourth quarter of 2019, a reduction in our planned 25% growth, and a reduction of approximately $700 million in our estimated capital expansion for 2020 as a number of planned expansion projects no longer meet our internal return thresholds. As a result, we do not expect the need to access the capital markets to fund our growth projects for 2020. At some point we would expect to access the debt capital markets to refinance maturing long-term debt, but given our revolver availability relative to debt maturing in the next eighteen months, we have significant flexibility on that timing.

To refinance construction costs of its recent expansions, on February 24, 2020, TGP, a wholly owned subsidiary, issued in a private placement $1,000 million aggregate principal amount of its 2.90% senior notes due 2030 and received net proceeds of $994 million. We used the proceeds to repay maturing debt. Additionally, during the first quarter of 2020, we opportunistically repurchased approximately 3.6 million of our Class P shares for approximately $50 million at an average price including commissions of $13.94 per share.

Short-term Liquidity

As of March 31, 2020, our principal sources of short-term liquidity are (i) cash from operations; and (ii) our $4.0 billion revolving credit facility and associated commercial paper program. The loan commitments under our revolving credit facility can be used for working capital and other general corporate purposes and, additionally for us, as a backup to our commercial paper program. Letters of credit and commercial paper borrowings 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, as previously discussed, have consistently generated strong cash flows from operations. We do not anticipate any significant limitations from the impacts of COVID-19 with respect to our ability to access funding through our credit facility.

As of March 31, 2020, our $3,540 million of short-term debt consisted primarily of senior notes that mature in the next twelve months, including $535 million that was repaid on April 1, 2020 with cash held in escrow as of March 31, 2020 and reported within "Restricted deposits" in the accompanying consolidated balance sheet. During 2020, we used the proceeds from the sale of the Pembina common equity that we received for the sale of KML to reduce debt. Otherwise, as our debt becomes due, we intend to fund our short-term debt primarily through credit facility borrowings, commercial paper borrowings, cash flows from operations, and/or issuing new long-term debt. Our short-term debt balance as of December 31, 2019 was $2,477 million.

We had working capital (defined as current assets less current liabilities) deficits of $2,512 million and $1,862 million as of March 31, 2020 and December 31, 2019, respectively. Our current liabilities may include short-term borrowings, which we may periodically replace with long-term financing and/or pay down using cash from operations. The overall $650 million (35%) unfavorable change from year-end 2019 was primarily due to (i) an increase of approximately $1,100 million in senior notes that mature in the next twelve months; and (ii) $925 million related to the sale of Pembina common equity in January 2020; partially offset by (i) an increase in restricted deposits primarily related to cash held in escrow of $535 million for debt that matured on April 1, 2020 discussed above; (ii) an increase in cash and cash equivalents of $175 million; (iii) a favorable fair value adjustment of $364 million on derivative contracts in 2020; (iv) net repayments of short-term debt of $37 million; and (v) a net decrease in accounts payable, accrued interest and accrued taxes. 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 excess cash from operations after payments for investing and financing activities.

Counterparty Creditworthiness

Some of our customers or other counterparties may experience severe financial problems that may have a significant impact on their creditworthiness. These financial problems may arise from our current global economic conditions, continued volatility of commodity prices or otherwise. In such situations, we utilize, to the extent allowable under applicable contracts, tariffs and regulations, prepayments and other security requirements, such as letters of credit, to enhance our credit position relating to amounts owed from these counterparties. While we believe we have taken reasonable measures to protect against counterparty credit risk, we cannot provide assurance that one or more of our customers or other counterparties will not become financially distressed and will not default on their obligations to us or that such a default or defaults will not have a material adverse effect on our business, financial position, future results of operations, or future cash flows. See "Part II, Item 1A. *Risk Factors —Financial distress experienced by our customers or other counterparties could have an adverse impact on us in the event they are unable to pay us for the products or services we provide or otherwise fulfill their obligations to us.*"

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 that 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—Overview—Non-GAAP Financial Measures—DCF"*). 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 that 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 a maintenance/sustaining or as an expansion capital expenditure 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 DCF because capital expenditures that are classified as expansion capital expenditures are not deducted from DCF, while those classified as maintenance capital expenditures are.

Our capital expenditures for the three months ended March 31, 2020, and the amount we expect to spend for the remainder of 2020 to sustain and grow our businesses are as follows:

	Three Months Ended March 31, 2020	2020 Remaining	Total 2020(a)
		(In millions)	
Sustaining capital expenditures(b)(c)	$ 141	$ 524	$ 665
Discretionary capital investments(c)(d)(e)	542	1,151	1,693

(a) Amounts include reductions due to revised outlook, as discussed above in "—*General*."
(b) Three months ended March 31, 2020, 2020 Remaining, and Total 2020 amounts include $26 million, $89 million, and $115 million, respectively, for our proportionate share of certain equity investees' and certain consolidating joint venture subsidiaries' sustaining capital expenditures.
(c) Three months ended March 31, 2020 amount include $43 million of net changes from accrued capital expenditures, contractor retainage, and other.
(d) Three months ended March 31, 2020 amount includes $174 million of our contributions to certain unconsolidated joint ventures for capital investments.
(e) Amounts include our actual or estimated contributions to certain equity investees, net of actual or estimated contributions from certain partners in non-wholly owned consolidated subsidiaries for capital 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, 2019 in our 2019 Form 10-K.

Cash Flows

Operating Activities

Cash provided by operating activities increased $258 million in the three months ended March 31, 2020 compared to the respective 2019 period primarily due to:

- a $211 million increase in cash resulting from $134 million of net income tax payments in the 2020 period compared to $345 million of net income tax payments in the 2019 period, both primarily for foreign income taxes mostly associated with the TMPL sale. The income tax payment for the 2020 period also included a $20 million refund received related to alternative minimum tax sequestration credits; and
- a $47 million increase in cash from other operating activities in the 2020 period compared to the 2019 period.

Investing Activities

Cash provided by investing activities increased $1,149 million for the three months ended March 31, 2020 compared to the respective 2019 period primarily attributable to:

- a $923 million increase in cash primarily due to $907 million of proceeds received from the sale of the Pembina shares in the 2020 period;

- a $180 million decrease in cash used for contributions to equity investments driven by lower contributions to Gulf Coast Express Pipeline LLC and Permian Highway Pipeline LLC in the 2020 period compared with the 2019 period, partially offset by contributions made to SNG in the 2020 period; and
- a $114 million decrease in capital expenditures in the 2020 period over the comparative 2019 period primarily due to lower expenditures on the Elba Liquefaction expansion.

Financing Activities

Cash used by financing activities decreased $2,421 million for the three months ended March 31, 2020 compared to the respective 2019 period primarily attributable to:

- a $1,742 million net decrease in cash used related to debt activity as a result of $149 million of net debt issuances in the 2020 period compared to $1,593 million of net debt payments in the 2019 period. See Note 3 "Debt" for further information regarding our debt activity;
- an $879 million increase in cash reflecting distribution of the TMPL sale proceeds to the owners of KML restricted voting shares in the 2019 period; partially offset by,
- a $114 million increase in dividend payments to our common shareholders; and
- a $48 million increase in cash used due to an increase in common shares repurchased under our common share buy-back program in the 2020 period compared to the 2019 period.

Common Stock Dividends

We expect to declare common stock dividends of $1.05 per share on our common stock for 2020. The table below reflects our 2020 common stock dividends declared:

Three months ended	Total quarterly dividend per share for the period	Date of declaration	Date of record	Date of dividend
December 31, 2019	$ 0.25	January 22, 2020	February 3, 2020	February 18, 2020
March 31, 2020	0.2625	April 22, 2020	May 4, 2020	May 15, 2020

The actual amount of common stock 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. See Item 1A. "*Risk Factors—The guidance we provide for our anticipated dividends is based on estimates. Circumstances may arise that lead to conflicts between using funds to pay anticipated dividends or to invest in our business."* of our 2019 Form 10-K. All of these matters will be taken into consideration by our board of directors in declaring dividends.

Our common stock 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 common stock dividends generally are expected to be paid on or about the 15th day of each February, May, August and November.

Summarized Combined Financial Information for Guarantee of Securities of Subsidiaries

KMI and certain subsidiaries (Subsidiary Issuers) are issuers of certain debt securities. KMI and substantially all of KMI's wholly owned domestic subsidiaries (Subsidiary Guarantors), are parties to 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 Subsidiary Guarantors (the "Obligated Group") are all guarantors of each series of our guaranteed debt (Guaranteed Notes). As a result of the cross guarantee agreement, a holder of any of the Guaranteed Notes issued by KMI or subsidiary issuers are in the same position with respect to the net assets, and income of KMI and the Subsidiary Issuers and Guarantors. The only amounts that are not available to the holders of each of the Guaranteed Notes to satisfy the repayment of such securities are the net assets, and income of the Subsidiary Non-Guarantors.

In lieu of providing separate financial statements for subsidiary issuers and guarantors, we have presented the accompanying supplemental summarized combined income statement and balance sheet information for the Obligated Group based on Rule 13-01 of the SEC's Regulation S-X that we early adopted effective January 1, 2020. Also, see Exhibit 10.1 to

this Report "*Cross Guarantee Agreement, dated as of November 26, 2014, among Kinder Morgan, Inc. and certain of its subsidiaries, with schedules updated as of March 31, 2020.*"

All significant intercompany items among the Obligated Group have been eliminated in the supplemental summarized combined financial information. The Obligated Group's investment balances in Subsidiary Non-guarantors have been excluded from the supplemental summarized combined financial information. Significant intercompany balances and activity for the Obligated Group with other related parties, including Subsidiary Non-Guarantors, (referred to as "affiliates") are presented separately in the accompanying supplemental summarized combined financial information.

Excluding fair value adjustments, as of March 31, 2020 and December 31, 2019, the Obligated Group had $32,649 million and $32,409 million, respectively, of Guaranteed Notes outstanding.

Summarized combined Balance Sheet and Income Statement information for the Obligated Group follows (in millions):

Summarized Combined Balance Sheet Information	**March 31, 2020**	**December 31, 2019**
ASSETS		
Current assets	$ 2,762	$ 1,918
Current assets - affiliates	1,288	1,146
Noncurrent assets	63,206	63,298
Noncurrent assets - affiliates	449	441
Total Assets	$ 67,705	$ 66,803
LIABILITIES, REDEEMABLE NONCONTROLLING INTEREST AND STOCKHOLDERS' EQUITY		
Current liabilities	$ 5,210	$ 4,569
Current liabilities - affiliates	1,175	1,139
Noncurrent liabilities	33,105	33,612
Noncurrent liabilities - affiliates	1,429	1,325
Total Liabilities	40,919	40,645
Redeemable Noncontrolling Interest	793	803
Kinder Morgan, Inc.'s stockholders' equity	25,993	25,355
Total Liabilities, Redeemable Noncontrolling Interest and Stockholders' Equity	$ 67,705	$ 66,803

Summarized Combined Income Statement Information	**Three Months Ended March 31, 2020**
Revenues	$ 2,856
Operating income	462
Net income	147

Item 3. Quantitative and Qualitative Disclosures About Market Risk.

For a discussion of changes in market risk exposures that would affect the quantitative and qualitative disclosures presented as of December 31, 2019, in Item 7A in our 2019 Form 10-K, see Item 2, *"Management's Discussion and Analysis of Financial Condition and Results of Operations—General and Basis of Presentation—2020 Outlook"* and Item 1, Note 5 *"Risk Management"* to our consolidated financial statements for more information on our risk management activities, both of which are incorporated in this item by reference.

Item 4. Controls and Procedures.

As of March 31, 2020, 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 March 31, 2020 that 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 and Other Contingencies" which is incorporated in this item by reference.

Item 1A. Risk Factors.

Other than the following risk factors regarding COVID-19 and the following updated risk factors, there have been no material changes in the risk factors disclosed in Part I, Item 1A in our 2019 Form 10-K.

The COVID-19 pandemic has adversely affected, and could continue to adversely affect, our business.

The ongoing pandemic involving COVID-19, a highly transmissible and pathogenic coronavirus, has negatively impacted the global economy and in turn reduced demand and pricing for crude oil, natural gas, NGL, refined petroleum products, CO_2, steel, chemicals and other products that we handle, which has adversely affected our business. In response to COVID-19, governments around the world have implemented increasingly stringent measures to help reduce the spread of the virus, including stay-at-home and shelter-in-place orders, travel restrictions and other measures. These measures have adversely affected the economies and financial markets of the U.S. and many other countries, resulting in an economic downturn that has negatively impacted global demand and prices for the products handled by our pipelines, terminals, shipping vessels and other facilities. Continuing uncertainty regarding the global impact of COVID-19 is likely to result in continued weakness in demand and prices for the products on which our business depends.

If the COVID-19 outbreak should worsen, we may also experience further disruptions to commodities markets, supply chains and the availability and efficiency of our workforce, which could adversely affect our ability to conduct our business and operations and limit our ability to execute on our business plan. In addition, measures taken by regulatory authorities attempting to mitigate the economic consequences of COVID-19 may not be effective or may have unintended harmful consequences. For example, the Texas Railroad Commission recently held a hearing to consider the possibility of requiring Texas producers to cut crude oil production to balance supply and demand for crude oil. Although no action was taken, we cannot predict whether regulatory authorities will decide to implement crude oil production cuts or other measures, or how such measures will affect our business. There are still too many variables and uncertainties regarding COVID-19 — including the ultimate geographic spread of the virus, the duration and severity of the outbreak and the extent of travel restrictions and business closures imposed in affected countries — to reasonably predict the potential impact of COVID-19 on our business and operations. COVID-19 may materially adversely affect our business, results of operations, financial condition and cash flows. Even after the COVID-19 pandemic has subsided, we may experience materially adverse impacts to our business due to the global economic recession that is likely to result from the measures taken to combat the virus.

Our businesses are dependent on the supply of and demand for the products that we handle.

Our pipelines, terminals and other assets and facilities, including the availability of expansion opportunities, depend in part on continued production of natural gas, crude oil and other products in the geographic areas that they serve. Our business also depends in part on the levels of demand for natural gas, crude oil, NGL, refined petroleum products, CO_2, steel, chemicals and other products in the geographic areas to which our pipelines, terminals, shipping vessels and other facilities deliver or provide service, and the ability and willingness of our shippers and other customers to supply such demand. For example, without additions to crude oil and gas reserves, production will decline over time as reserves are depleted, and production costs may rise. Producers may reduce or shut down production during times of lower product prices or higher production costs to the extent they become uneconomic. Producers in areas served by us may not be successful in exploring for and developing additional reserves, and our pipelines and related facilities may not be able to maintain existing volumes of throughput.

Commodity prices and tax incentives may not remain at levels that encourage producers to explore for and develop additional reserves, produce existing marginal reserves or renew transportation contracts as they expire. Additionally, demand for such products can decline due to situations over which we have no control, such as the COVID-19 pandemic and various measures that federal, state and local authorities have implemented in order to prevent further spread of COVID-19, including stay-at-home orders, or to respond to the economic consequences of COVID-19. See "*—The COVID-19 pandemic has adversely affected, and could continue to adversely affect, our business."*

In addition to economic disruptions resulting from events such as COVID-19, conditions in the business environment generally, such as declining or sustained low commodity prices, supply disruptions, or higher development or production costs, could result in a slowing of supply to our pipelines, terminals and other assets. Also, sustained lower demand for hydrocarbons, or changes in the regulatory environment or applicable governmental policies, including in relation to climate change or other environmental concerns, may have a negative impact on the supply of crude oil and other products. In recent years, a number of initiatives and regulatory changes relating to reducing greenhouse gas emissions have been undertaken by federal, state and municipal governments and crude oil and gas industry participants. In addition, public sentiment surrounding the potential risks posed by climate change and emerging technologies have resulted in an increased demand for energy efficiency and a transition to energy provided from renewable energy sources, rather than fossil fuels, and fuel-efficient alternatives such as hybrid and electric vehicles. These factors could result in not only increased costs for producers of hydrocarbons but also an overall decrease in the demand for hydrocarbons. Each of the foregoing could negatively impact our business directly as well as our shippers and other customers, which in turn could negatively impact our prospects for new contracts for transportation, terminaling or other midstream services, or renewals of existing contracts or the ability of our customers and shippers to honor their contractual commitments. Furthermore, such unfavorable conditions may compound the adverse effects of larger disruptions such as COVID-19. See "*—Financial distress experienced by our customers or other counterparties could have an adverse impact on us in the event they are unable to pay us for the products or services we provide or otherwise fulfill their obligations to us"* below.

We cannot predict the impact of future economic conditions, fuel conservation measures, alternative fuel requirements, governmental regulation or technological advances in fuel economy and energy generation devices, all of which could reduce the production of and/or demand for the products we handle. In addition, irrespective of supply of or demand for products we handle, implementation of new regulations or changes to existing regulations affecting the energy industry could have a material adverse effect on us.

The volatility of crude oil, NGL and natural gas prices could adversely affect our CO_2 business segment and businesses within our Natural Gas Pipelines and Products Pipelines business segments.

The revenues, cash flows, profitability and future growth of some of our businesses (and the carrying values of certain of their respective assets, which include related goodwill) depend to a large degree on prevailing crude oil, NGL and natural gas prices. Our CO_2 business segment and certain midstream businesses within our Natural Gas Pipelines business segment depend to a large degree, and certain businesses within our Product Pipelines business segment depend to a lesser degree, on prevailing crude oil, NGL and natural gas prices. For the estimated impacts from sensitivities to changes in commodity prices to Adjusted EBITDA and DCF for the remainder of 2020, please refer to Part I, Item 2. "*Management's Discussion and Analysis of Financial Condition and Results of Operations—General and Basis of Presentation—2020 Outlook.*"

Prices for crude oil, NGL and natural gas are subject to large fluctuations in response to relatively minor changes in the supply of and demand for crude oil, NGL and natural gas, uncertainties within the market and a variety of other factors beyond our control. These factors include, among other things (i) weather conditions and events such as hurricanes in the U.S.; (ii) domestic and global economic conditions; (iii) the activities of the OPEC and other countries that are significant producers of crude oil; (iv) governmental regulation; (v) political instability in crude oil producing countries; (vi) the foreign supply of and demand for crude oil and natural gas; (vii) the price of foreign imports; (viii) the proximity and availability of storage and transportation infrastructure and processing and treating facilities; and (ix) the availability and prices of alternative fuel sources. We use hedging arrangements to partially mitigate our exposure to commodity prices, but these arrangements also are subject to inherent risks. We are also subject, indirectly, to volatility of commodity prices, through many of our customers' direct exposure to such volatility. Please read *"—Our use of hedging arrangements does not eliminate our exposure to commodity price risks and could result in financial losses or volatility in our income.*"

As COVID-19 spread internationally and global economic activity slowed, future economic activity was forecasted to slow with a resulting forecast of a decline in crude oil and gas demand. In an attempt to stabilize the market, OPEC proposed production cuts in early March 2020; however, member producers failed to agree and some producers instead announced planned production increases, after which crude oil prices declined sharply. By mid-March 2020, crude oil prices had declined to less than $25 per barrel, the lowest price since April 1999. Member producers reached agreement on production cuts by

mid-April; however, crude oil prices continued to decline following announcement of the agreement. Producers in the U.S. and globally have not reduced crude oil production at a rate sufficient to match the sharp slowdown in economic activity caused by measures to control the spread of COVID-19, resulting in an oversupply of crude oil that recently caused crude oil prices per barrel to fall below zero. Sharp declines in the prices of crude oil, NGL or natural gas, or a prolonged unfavorable price environment, may result in a commensurate reduction in our revenues, income and cash flows from our businesses that produce, process, or purchase and sell crude oil, NGL, or natural gas, and could have a material adverse effect on the carrying value (which includes assigned goodwill) of our CO_2 business segment's proved reserves, certain assets in certain midstream businesses within our Natural Gas Pipelines business segment, and certain assets within our Products Pipelines business segment. If prices fall substantially or remain low for a sustained period and we are not sufficiently protected through hedging arrangements, we may be unable to realize a profit from these businesses and would operate at a loss.

In recent decades, there have been periods worldwide of both overproduction and underproduction of hydrocarbons, and periods of both increased and relaxed energy conservation efforts. Such conditions have resulted in periods of excess supply of, and reduced demand for, crude oil on a worldwide basis and for natural gas on a domestic basis. These periods have been followed by periods of short supply of, and increased demand for, crude oil and natural gas. The cycles of excess or short supply of crude oil or natural gas have placed pressures on prices and resulted in dramatic price fluctuations even during relatively short periods of seasonal market demand. These fluctuations impact the accuracy of assumptions used in our budgeting process. For more information about our energy and commodity market risk, see Part I, Item 3. "*Quantitative and Qualitative Disclosures About Market Risk.*" For estimated impacts from sensitivities to changes in commodity prices to Adjusted EBITDA and DCF for the remainder of 2020, please refer to Part I, Item 2. "*Management's Discussion and Analysis of Financial Condition and Results of Operations—General and Basis of Presentation—2020 Outlook.*"

Our operating results may be adversely affected by unfavorable economic and market conditions.

As described above, COVID-19's global spread and the measures that governments have implemented to control the spread of the virus have resulted in a downturn of economic activity on a global scale. Such slowdowns are affecting numerous industries, including the crude oil and gas industry, the steel industry and in specific segments and markets in which we operate, resulting in reduced demand and increased price competition for our products and services. In addition, uncertain or changing economic conditions within one or more geographic regions may affect our operating results within the affected regions. Sustained unfavorable commodity prices, volatility in commodity prices or changes in markets for a given commodity might also have a negative impact on many of our customers, which could impair their ability to meet their obligations to us. See *"—Financial distress experienced by our customers or other counterparties could have an adverse impact on us in the event they are unable to pay us for the products or services we provide or otherwise fulfill their obligations to us."* In addition, decreases in the prices of crude oil, NGL and natural gas are likely to have a negative impact on our operating results and cash flow. See *"—The volatility of crude oil, NGL and natural gas prices could adversely affect our CO_2 business segment and businesses within our Natural Gas Pipelines and Products Pipelines business segments."*

If economic and market conditions (including volatility in commodity markets) globally, in the U.S. or in other key markets become more volatile or continue to deteriorate, we may experience material impacts on our business, financial condition and results of operations.

Financial distress experienced by our customers or other counterparties could have an adverse impact on us in the event they are unable to pay us for the products or services we provide or otherwise fulfill their obligations to us.

We are exposed to the risk of loss in the event of nonperformance by our customers or other counterparties, such as hedging counterparties, joint venture partners and suppliers. The global economic slowdown caused by COVID-19's spread, combined with the recent extreme drop in crude oil prices, has significantly impacted the financial condition of many companies, particularly exploration and production companies, including some of our customers or counterparties. Many of our counterparties finance their activities through cash flow from operations or debt or equity financing, and some of them may be highly leveraged and may not be able to access additional capital to sustain their operations in the future. Our counterparties are subject to their own operating, market, financial and regulatory risks, and some are experiencing, or may experience in the future, severe financial problems that have had or may have a significant impact on their creditworthiness. Crude oil, NGL and natural gas prices were all lower on average in 2019 compared to 2018, and natural gas prices have continued to decline so far in 2020. Further deterioration in crude oil prices, or a continuation of the existing low natural gas or NGL price environment, would likely cause severe financial distress to some of our customers with direct commodity price exposure and may result in additional customer bankruptcies. Further, the security that is permitted to be obtained from such customers may be limited by FERC regulation. While certain of our customers are subsidiaries of an entity that has an investment grade credit rating, in many cases the parent entity has not guaranteed the obligations of the subsidiary and, therefore, the parent's credit ratings may have no bearing on such customers' ability to pay us for the services we provide or otherwise fulfill their obligations to us.

Furthermore, financially distressed customers might be forced to reduce or curtail their future use of our products and services, which also could have a material adverse effect on our results of operations, financial condition, and cash flows.

We cannot provide any assurance that such customers and key counterparties will not become financially distressed or that such financially distressed customers or counterparties will not default on their obligations to us or file for bankruptcy protection. If one of such customers or counterparties files for bankruptcy protection, we likely would be unable to collect all, or even a significant portion, of amounts owed to us. Similarly, our contracts with such customers may be renegotiated at lower rates or terminated altogether. Significant customer and other counterparty defaults and bankruptcy filings could have a material adverse effect on our business, financial position, results of operations or cash flows.

Our use of hedging arrangements does not eliminate our exposure to commodity price risks and could result in financial losses or volatility in our income.

We engage in hedging arrangements to reduce our direct exposure to fluctuations in the prices of crude oil, natural gas and NGL, including differentials between regional markets. These hedging arrangements expose us to risk of financial loss in some circumstances, including when production is less than expected, when the counterparty to the hedging contract defaults on its contract obligations, or when there is a change in the expected differential between the underlying price in the hedging agreement and the actual price received. In addition, these hedging arrangements may limit the benefit we would otherwise receive from increases in prices for crude oil, natural gas and NGL. Furthermore, our hedging arrangements cannot hedge against any decrease in the volumes of products we handle. See "*—Our businesses are dependent on the supply of and demand for the products that we handle."*

The markets for instruments we use to hedge our commodity price exposure generally reflect then-prevailing conditions in the underlying commodity markets. As our existing hedges expire, we will seek to replace them with new hedging arrangements. To the extent then-existing underlying market conditions are unfavorable, new hedging arrangements available to us will reflect such unfavorable conditions.

The accounting standards regarding hedge accounting are very complex, and even when we engage in hedging transactions (for example, to mitigate our exposure to fluctuations in commodity prices or currency exchange rates or to balance our exposure to fixed and variable interest rates) that are effective economically, these transactions may not be considered effective for accounting purposes. Accordingly, our consolidated financial statements may reflect some volatility due to these hedges, even when there is no underlying economic impact at the dates of those consolidated financial statements. In addition, it may not be possible for us to engage in hedging transactions that completely eliminate our exposure to commodity prices; therefore, our consolidated financial statements may reflect a gain or loss arising from an exposure to commodity prices for which we are unable to enter into a completely effective hedge. For more information about our hedging activities, see Part II, Item 7, "*Management's Discussion and Analysis of Financial Condition and Results of Operations—Critical Accounting Policies and Estimates—Hedging Activities*" of our 2019 Form 10-K and Note 5 "*Risk Management*" to our consolidated financial statements included in Part I of this Form 10-Q.

A breach of information security or failure of one or more key information technology or operational (IT) systems, or those of third parties, may adversely affect our business, results of operations or business reputation.

Our business is dependent upon our operational systems to process a large amount of data and complex transactions. Some of the operational systems we use are owned or operated by independent third-party vendors. The various uses of these IT systems, networks and services include, but are not limited to, controlling our pipelines and terminals with industrial control systems, collecting and storing information and data, processing transactions, and handling other processing necessary to manage our business.

While we have implemented and maintain a cybersecurity program designed to protect our IT and data systems from such attacks, we can provide no assurance that our cybersecurity program will be effective. In compliance with state and local stay-at-home orders issued in connection with COVID-19, a number of our employees have transitioned to working from home. As a result, more of our employees are working from locations where our cybersecurity program may be less effective and IT security may be less robust. We have experienced an increase in the number of attempts by external parties to access our networks or our company data without authorization. The risk of a disruption or breach of our operational systems, or the compromise of the data processed in connection with our operations, through an act of terrorism or cyber sabotage event has increased as attempted attacks have advanced in sophistication and number around the world.

If any of our systems are damaged, fail to function properly or otherwise become unavailable, we may incur substantial costs to repair or replace them and may experience loss or corruption of critical data and interruptions or delays in our ability to

perform critical functions, which could adversely affect our business and results of operations. A significant failure, compromise, breach or interruption in our systems, which may result from problems such as malware, computer viruses, hacking attempts or third-party error or malfeasance, could result in a disruption of our operations, customer dissatisfaction, damage to our reputation and a loss of customers or revenues. Efforts by us and our vendors to develop, implement and maintain security measures, including malware and anti-virus software and controls, may not be successful in preventing these events from occurring, and any network and information systems-related events could require us to expend significant resources to remedy such event. In the future, we may be required to expend additional resources to continue to enhance our information security measures and/or to investigate and remediate information security vulnerabilities.

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

Our Purchases of Our Class P Shares

Period	Total number of securities purchased(a)	Average price paid per security(b)	Total number of securities purchased as part of publicly announced plans(a)	Maximum number (or approximate dollar value) of securities that may yet be purchased under the plans or programs
January 1 to January 31, 2020	—	$ —	—	$ 1,474,909,370
February 1 to February 29, 2020	—	$ —	—	$ 1,474,909,370
March 1 to March 31, 2020	3,588,486	$ 13.93	3,588,486	$ 1,424,909,386
Total	3,588,486	$ 13.93	3,588,486	$ 1,424,909,386

(a) On July 19, 2017, our board of directors approved a $2 billion common share buy-back program that began in December 2017. After repurchase, the shares are canceled and no longer outstanding.
(b) Amount excludes any commission or other costs to repurchase shares.

Item 3. Defaults Upon Senior Securities.

None.

Item 4. Mine Safety Disclosures.

The Company does not own or operate mines for which reporting requirements apply under the mine safety disclosure requirements of the Dodd-Frank Wall Street Reform and Consumer Protection Act (Dodd-Frank), except for one terminal that is in temporary idle status with the Mine Safety and Health Administration. The Company has not received any specified health and safety violations, orders or citations, related assessments or legal actions, mining-related fatalities, or similar events requiring disclosure pursuant to the mine safety disclosure requirements of Dodd-Frank for the quarter ended March 31, 2020.

Item 5. Other Information.

None.

Item 6. Exhibits.

Exhibit Number	Description
10.1	Cross Guarantee Agreement, dated as of November 26, 2014, among Kinder Morgan, Inc. and certain of its subsidiaries, with schedules updated as of March 31, 2020.
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 furnished 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 furnished pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101	Interactive data files pursuant to Rule 405 of Regulation S-T formatted in iXBRL (Inline Extensible Business Reporting Language): (i) our Consolidated Statements of Operations for the three months ended March 31, 2020 and 2019; (ii) our Consolidated Statements of Comprehensive (Loss) Income for the three months ended March 31, 2020 and 2019; (iii) our Consolidated Balance Sheets as of March 31, 2020 and December 31, 2019; (iv) our Consolidated Statements of Cash Flows for the three months ended March 31, 2020 and 2019; (v) our Consolidated Statements of Stockholders' Equity for the three months ended March 31, 2020 and 2019; and (vi) the notes to our Consolidated Financial Statements.
104	Cover Page Interactive Data File pursuant to Rule 406 of Regulation S-T formatted in iXBRL (Inline Extensible Business Reporting Language) and contained in Exhibit 101.

SIGNATURE

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 thereunto duly authorized.

KINDER MORGAN, INC.
Registrant

Date: April 28, 2020

By: /s/ David P. Michels
David P. Michels
Vice President and Chief Financial Officer
(principal financial and accounting officer)

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).

W I T N E S S E T H:

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]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered by its duly authorized officer or other representative as of the day and year first above written.

KINDER MORGAN, INC.

By: /s/ Anthony B. Ashley
Name: Anthony B. Ashley
Title: Treasurer

AGNES B CRANE, LLC
AMERICAN PETROLEUM TANKERS II LLC
AMERICAN PETROLEUM TANKERS III LLC
AMERICAN PETROLEUM TANKERS IV LLC
AMERICAN PETROLEUM TANKERS LLC
AMERICAN PETROLEUM TANKERS PARENT LLC
AMERICAN PETROLEUM TANKERS V LLC
AMERICAN PETROLEUM TANKERS VI LLC
AMERICAN PETROLEUM TANKERS VII LLC
APT FLORIDA LLC
APT INTERMEDIATE HOLDCO LLC
APT NEW INTERMEDIATE HOLDCO LLC
APT PENNSYLVANIA LLC
APT SUNSHINE STATE LLC
AUDREY TUG LLC
BEAR CREEK STORAGE COMPANY, L.L.C.
BETTY LOU LLC
CAMINO REAL GATHERING COMPANY, L.L.C.
CANTERA GAS COMPANY LLC
CDE PIPELINE LLC
CENTRAL FLORIDA PIPELINE LLC
CHEYENNE PLAINS GAS PIPELINE COMPANY, L.L.C.
CIG GAS STORAGE COMPANY LLC
CIG PIPELINE SERVICES COMPANY, L.L.C.
CIMMARRON GATHERING LLC
COLORADO INTERSTATE GAS COMPANY, L.L.C.
COLORADO INTERSTATE ISSUING CORPORATION
COPANO DOUBLE EAGLE LLC
COPANO ENERGY FINANCE CORPORATION
COPANO ENERGY, L.L.C.
COPANO ENERGY SERVICES/UPPER GULF COAST LLC
COPANO FIELD SERVICES GP, L.L.C.
COPANO FIELD SERVICES/NORTH TEXAS, L.L.C.
COPANO FIELD SERVICES/SOUTH TEXAS LLC
COPANO FIELD SERVICES/UPPER GULF COAST LLC
COPANO LIBERTY, LLC
COPANO NGL SERVICES (MARKHAM), L.L.C.
COPANO NGL SERVICES LLC
COPANO PIPELINES GROUP, L.L.C.

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

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

Exhibit 10.1

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:

Exhibit 10.1

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:

Exhibit 10.1

SCHEDULE I

Guaranteed Obligations
Current as of: March 31, 2020

Issuer	Indebtedness	Maturity
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.	3.150% bonds	January 15, 2023
Kinder Morgan, Inc.	Floating rate bonds	January 15, 2023
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.	4.30% notes	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.	5.20% notes	March 1, 2048
Kinder Morgan, Inc.	7.45% debentures	March 1, 2098
Kinder Morgan, Inc.	$100 Million Letter of Credit Facility	November 30, 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
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

Schedule I
(Guaranteed Obligations)
Current as of: March 31, 2020

Issuer	Indebtedness	Maturity
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
Kinder Morgan Energy Partners, L.P.[(1)]	6.50% bonds	April 1, 2020
Kinder Morgan Energy Partners, L.P.[(1)]	5.00% bonds	October 1, 2021
Kinder Morgan Energy Partners, L.P.[(1)]	4.30% bonds	May 1, 2024
Kinder Morgan Energy Partners, L.P.[(1)]	7.50% bonds	November 15, 2040
Kinder Morgan Energy Partners, L.P.[(1)]	4.70% bonds	November 1, 2042
Tennessee Gas Pipeline Company, L.L.C.	7.00% bonds	March 15, 2027
Tennessee Gas Pipeline Company, L.L.C.	7.00% bonds	October 15, 2028
Tennessee Gas Pipeline Company, L.L.C.	2.90% bonds	March 1, 2030
Tennessee Gas Pipeline Company, L.L.C.	8.375% bonds	June 15, 2032
Tennessee Gas Pipeline Company, L.L.C.	7.625% bonds	April 1, 2037
El Paso Natural Gas Company, L.L.C.	8.625% bonds	January 15, 2022
El Paso Natural Gas Company, L.L.C.	7.50% bonds	November 15, 2026
El Paso Natural Gas Company, L.L.C.	8.375% bonds	June 15, 2032
Colorado Interstate Gas Company, L.L.C.	4.15% notes	August 15, 2026
Colorado Interstate Gas Company, L.L.C.	6.85% bonds	June 15, 2037
El Paso Tennessee Pipeline Co. L.L.C.	7.25% bonds	December 15, 2025
Other	Cora industrial revenue bonds	April 1, 2024

[(1)] The original issuer, El Paso Pipeline Partners, L.P. merged with and into Kinder Morgan Energy Partners, L.P. effective January 1, 2015.

Schedule I
(Guaranteed Obligations)
Current as of: March 31, 2020

Hedging Agreements[1]

Issuer	Guaranteed Party	Date
Kinder Morgan, Inc.	Bank of America, N.A.	January 4, 2018
Kinder Morgan, Inc.	BNP Paribas	September 15, 2016
Kinder Morgan, Inc.	Citibank, N.A.	March 16, 2017
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 Montreal	April 25, 2019
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.	Commerzbank AG	August 22, 2019
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.	Intesa Sanpaolo S.p.A.	July 1, 2019
Kinder Morgan, Inc.	JPMorgan Chase Bank, N.A.	February 19, 2015
Kinder Morgan, Inc.	Mizuho Capital Markets Corporation	November 26, 2014
Kinder Morgan, Inc.	Morgan Stanley Capital Services LLC	July 9, 2018
Kinder Morgan, Inc.	PNC Bank National Association	February 4, 2019
Kinder Morgan, Inc.	Royal Bank of Canada	November 26, 2014
Kinder Morgan, Inc.	SMBC Capital Markets, Inc.	April 26, 2017
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.	The Toronto-Dominion Bank	October 2, 2017
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

[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: March 31, 2020

Hedging Agreements[1]

Issuer	Guaranteed Party	Date
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
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	Bank of Montreal	April 25, 2019
Kinder Morgan Texas Pipeline LLC	Barclays Bank PLC	January 10, 2003
Kinder Morgan Texas Pipeline LLC	BNP Paribas	March 2, 2005
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 LLC	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.	September 3, 2019
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	PNC Bank, National Association	July 11, 2018
Kinder Morgan Texas Pipeline LLC	Royal Bank of Canada	October 18, 2018
Kinder Morgan Texas Pipeline LLC	The Bank of Nova Scotia	May 8, 2014
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, LLC	Citibank, N.A.	July 21, 2008
Copano Risk Management, LLC	J. Aron & Company	December 12, 2005
Copano Risk Management, LLC	Morgan Stanley Capital Group Inc.	May 4, 2007

[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 II

Guarantors
Current as of: March 31, 2020

Agnes B Crane, LLC
American Petroleum Tankers II LLC
American Petroleum Tankers III LLC
American Petroleum Tankers IV LLC
American Petroleum Tankers LLC
American Petroleum Tankers Parent LLC
American Petroleum Tankers V LLC
American Petroleum Tankers VI LLC
American Petroleum Tankers VII LLC
American Petroleum Tankers VIII LLC
American Petroleum Tankers IX LLC
American Petroleum Tankers X LLC
American Petroleum Tankers XI LLC
APT Florida LLC
APT Intermediate Holdco LLC
APT New Intermediate Holdco LLC
APT Pennsylvania LLC
APT Sunshine State LLC
Betty Lou LLC
Camino Real Gas Gathering LLC
Camino Real Gathering Company, L.L.C.
Cantera Gas Company LLC
CDE Pipeline LLC
Central Florida Pipeline LLC
Cheyenne Plains Gas Pipeline Company, L.L.C.
CIG Gas Storage Company LLC
CIG Pipeline Services Company, L.L.C.
Colorado Interstate Gas Company, L.L.C.
Colorado Interstate Issuing Corporation
Copano Double Eagle LLC
Copano Energy Finance Corporation
Copano Energy Services/Upper Gulf Coast LLC
Copano Energy, L.L.C.
Copano Field Services GP, L.L.C.
Copano Field Services/North Texas, L.L.C.
Copano Field Services/South Texas LLC
Copano Field Services/Upper Gulf Coast LLC
Copano Liberty, LLC
Copano Liquids Marketing LLC
Copano NGL Services (Markham), L.L.C.
Copano NGL Services LLC
Copano Pipelines Group, L.L.C.
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 Terminals LLC
Copano/Webb-Duval Pipeline LLC
CPNO Services LLC
Dakota Bulk Terminal LLC
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 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
EP Ruby LLC
EPBGP Contracting Services LLC
EPTP Issuing Corporation
Frank L. Crane, LLC
General Stevedores GP, LLC
General Stevedores Holdings LLC
Glenpool West Gathering LLC
Harrah Midstream LLC
HBM Environmental LLC
Hiland Crude, LLC
Hiland Partners Holdings LLC
HPH Oklahoma Gathering LLC
ICPT, L.L.C
Independent Trading & Transportation Company I, L.L.C.
Johnston County Terminal, LLC
JV Tanker Charterer LLC
Kinder Morgan 2-Mile LLC
Kinder Morgan Administrative Services Tampa LLC
Kinder Morgan Altamont LLC
Kinder Morgan Baltimore Transload Terminal LLC
Kinder Morgan Battleground Oil LLC
Kinder Morgan Border Pipeline LLC
Kinder Morgan Bulk Terminals LLC
Kinder Morgan Carbon Dioxide Transportation Company

Schedule II
(Guarantors)
Current as of: March 31, 2020

Kinder Morgan CO2 Company, L.P.
Kinder Morgan Cochin LLC
Kinder Morgan Commercial Services LLC
Kinder Morgan Contracting Services LLC
Kinder Morgan Crude & Condensate LLC
Kinder Morgan Crude Marketing 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 Deeprock North Holdco LLC
Kinder Morgan Endeavor LLC
Kinder Morgan Energy Partners, L.P.
Kinder Morgan EP Midstream LLC
Kinder Morgan Finance Company LLC
Kinder Morgan Freedom Pipeline LLC
Kinder Morgan Galena Park West LLC
Kinder Morgan IMT Holdco 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 Louisiana Pipeline Holding LLC
Kinder Morgan Louisiana Pipeline 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 NGPL Holdings 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 Portland Jet Line LLC
Kinder Morgan Production Company LLC
Kinder Morgan Products Terminals LLC
Kinder Morgan Rail Services LLC
Kinder Morgan Resources II LLC
Kinder Morgan Resources III LLC
Kinder Morgan Resources LLC
Kinder Morgan Seven Oaks LLC
Kinder Morgan SNG Operator 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 Utopia Operator LLC
Kinder Morgan Vehicle Services LLC
Kinder Morgan Virginia Liquids Terminals LLC
Kinder Morgan Wink Pipeline LLC
KinderHawk Field Services LLC
KM Crane LLC
KM Decatur LLC
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 Legacy Holdings 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.
Paddy Ryan Crane, LLC
Palmetto Products Pipe Line LLC
PI 2 Pelican State LLC
Pinney Dock & Transport LLC

Schedule II
(Guarantors)
Current as of: March 31, 2020

Queen City Terminals LLC
Rahway River Land LLC
River Terminals Properties GP LLC
River Terminal Properties, L.P.
ScissorTail Energy, LLC
SNG Pipeline Services Company, L.L.C.
Southern Dome, LLC
Southern Gulf LNG Company, L.L.C.
Southern Liquefaction Company LLC
Southern LNG Company, L.L.C.
Southern Oklahoma Gathering LLC
SouthTex Treaters LLC
Southwest Florida Pipeline LLC
SRT Vessels LLC
Stevedore Holdings, L.P.
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.
TransColorado Gas Transmission Company LLC
Transload Services, LLC
Utica Marcellus Texas Pipeline LLC
Western Plant Services LLC
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
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”.

Exhibit 31.1

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: April 28, 2020

/s/ Steven J. Kean
Steven J. Kean
Chief Executive Officer

Exhibit 31.2

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, David P. Michels, 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: April 28, 2020

/s/ David P. Michels
David P. Michels
Vice President and Chief Financial Officer

Exhibit 32.1

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 March 31, 2020, 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: April 28, 2020

/s/ Steven J. Kean
Steven J. Kean
Chief Executive Officer

Exhibit 32.2

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 March 31, 2020, 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: April 28, 2020

/s/ David P. Michels
David P. Michels
Vice President and Chief Financial Officer