



BILL OF SALE

For and in consideration of the sum of \$ _____ and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, paid by

Name: _____

Address: _____

(“Purchaser”), Kinder Morgan Energy Partners, L.P., a Delaware limited partnership (“Seller”), hereby sells, transfers and assigns to Purchaser and Purchaser hereby accepts this ___ day of _____, 200_ Seller’s interest in the personal property described on Exhibit A to this Bill of Sale and currently located at

(“Property”).

WARNING: THIS PROPERTY MAY CONTAIN OR BE COATED WITH MERCURY, LEAD PAINT, CHROMATES OR AN ASBESTOS CONTAINING MATERIAL, OR AT ONE TIME HAVE TRANSPORTED PCB CONTAINING LIQUIDS. The handling, treatment and disposal of these materials is regulated by federal law, including the Toxic Substances Control Act, (“TSCA” 15 U.S.C. §§ 2601-2629); the Resource Conservation and Recovery Act, (“RCRA” 42 U.S.C. §§ 6901-6992k), the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA” and “SARA” 42 U.S.C. §§9601-9657); and the Clean Air Act (“CAA” 42 U.S.C. §§7401-7671q). Also there may be state statutes and regulations regarding handling, treatment and disposal of these materials. Purchaser may be required by Seller on Seller’s property to wear personal protection equipment required under OSHA - 29 U.S.C. §§ 651-78 as the Property is removed, chained, and loaded and otherwise handled during removal and shipment. Compliance with both state and federal hazardous material shipment regulations may also be required, including the Hazardous Materials Transportation Act (“HMTA”, 49 U.S.C. § 1801 et. seq.).

WARNING: THIS PROPERTY MAY BEAR OR CONTAIN NORMALLY OCCURRING RADIOACTIVE MATERIAL (“NORM”). NORM treatment, decontamination, handling, use, storage, and disposal may be regulated by federal and state law. State laws may vary from state to state. Purchaser should check with the appropriate federal and state regulatory authorities to determine NORM requirements.

SELLER AND PURCHASER FURTHER HEREBY AGREE AND THIS TRANSFER IS MADE AND ACCEPTED SUBJECT TO THE FOLLOWING:

1. Descriptions of the Property are for the purpose of identification only. While Seller intends that the descriptions are accurate, **SELLER NEITHER REPRESENTS NOR WARRANTS** that the Property conforms to the descriptions. Seller hereby covenants that the Property is free and clear of liens and encumbrances, but **SELLER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED OF ANY KIND, INCLUDING WITHOUT LIMITATION AS TO THE CONDITION OF THE PROPERTY OR ITS FITNESS FOR ANY PURPOSE. PURCHASER REPRESENTS, WARRANTS AND ACKNOWLEDGES THAT IT HAS INSPECTED THE PROPERTY TO ITS SATISFACTION AND IS BUYING IT ON AN “AS IS - WHERE IS” BASIS WILL ALL FAULTS. GRANTEE**

FURTHER ACKNOWLEDGES THAT IT HAS NO RECOURSE AGAINST GRANTOR IN THE EVENT OF DISCOVERY OF ANY DEFECTS OF ANY KIND, LATENT OR PATENT.

2. Title to the Property shall pass to Purchaser on the date of this Bill of Sale, first written above. If the Property is located on Seller's property, Purchaser shall arrange with Seller for the removal of the Property as soon as practicable after the date of this Bill of Sale.
3. Purchaser shall cause or contract with a qualified environmental consultant to be caused, at Purchaser's own cost, expense and liability, the removal of any liquid, sludge, waste or other material from the Property and to properly clean the Property prior to its removal from Seller's property as necessary to comply with all applicable federal, state and local laws, regulations and requirements, including, without limitation, the requirements for transport of hazardous materials and the transport and disposal of waste.
4. On and after the date of this Bill of Sale, Seller shall have no responsibility or liability of any nature with respect to such Property notwithstanding the location of the Property. Purchaser specifically assumes all risks and liabilities whatsoever of any type or kind, whether relating indirectly or directly thereto, as of the date of this Bill of Sale. On and after the date of this Bill of Sale, Purchaser shall be responsible for compliance with all applicable federal, state and local laws, including all health, safety, and environmental requirements, regarding the use, handling, removal, cleaning, reconditioning, storage, disposal, transportation, or other operations of the Property.
5. The Property sold by Seller may bear or contain toxic substances, hazardous chemicals, hydrocarbons, residues, or other hazardous materials which may be, or may become by physical alteration or chemical reaction, or otherwise, directly or indirectly hazardous to life, health, or property by reason of toxicity, flammability, explosiveness, or for other similar different reasons during use, handling, removal, cleaning, reconditioning, storage, disposal, transportation, or other operations. This Property is not suitable for, and should not be used for, storage of food or liquids intended for human or animal consumption.
6. **PURCHASER HEREBY INDEMNIFIES AND HOLDS SELLER, ITS AFFILIATES AND ITS AND THEIR RESPECTIVE DIRECTORS, EMPLOYEES AND AGENTS HARMLESS FROM ANY AND ALL DAMAGE, COST, EXPENSE, CLAIM, DEMAND, INJURY, DEATH, LIABILITY, OR CAUSE OF ACTION OF ANY NATURE WHATSOEVER (COLLECTIVELY "LIABILITY") ASSOCIATED WITH THE EXISTENCE, OWNERSHIP AND/OR USE OF THE PROPERTY FOLLOWING THE DATE OF THIS BILL OF SALE INCLUDING WITHOUT LIMITATION ANY AND ALL ENVIORNMENTAL LIABILITY ARISING UNDER THE TOXIC SUBSTANCES CONTROL ACT, ("TSCA", 15 U.S.C. §§ 2601-2629); THE HAZARDOUS MATERIALS TRANSPORTATION ACT ("HMTA", 49 U.S.C. 1801 ET SEQ.); THE CLEAN AIR ACT ("CAA" 42 U.S.C. §§7401-7671Q); THE SOLID WASTE DISPOSAL ACT INCLUDING THE RESOURCE CONSERVATION AND RECOVERY ACT ("RCRA", 42 U.S.C. §§ 6901-6992), THE CLEAN WATER ACT, 33 U.S.C. 1251, ET SEQ., THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT ("CERCLA" AND "SARA" 42 U.S.C. §§9601-9657), ANY FEDERAL, STATE OR LOCAL LAW, REGULATION OR REQUIREMENT FOR NATURALLY OCCURRING RADIOACTIVE MATERIALS; ALL AS AMENDED, AND/OR PURSUANT TO ANY OTHER STATE, FEDERAL OR LOCAL ENVIRONMENTAL LAWS, REGULATIONS OR REQUIREMENTS CURRENTLY IN EFFECT OR WHICH MAY BE HEREAFTER ENACTED. THIS INDEMNIFICATION IS INTENDED TO CONFORM TO THE AUTHORIZATION SET FORTH IN 42 U.S.C. §9607(E), AND IS EXPRESSLY INTENDED TO BE EFFECTIVE WHETHER OR NOT SELLER WAS OR IS CLAIMED TO BE PASSIVELY, CONCURRENTLY OR ACTIVELY NEGLIGENT, AND REGARDLESS OF WHETHER LIABILITY WITHOUT FAULT IS IMPOSED OR SOUGHT TO BE IMPOSED ON SELLER.**
7. Purchaser shall not represent, promise, or provide any third party with any warranties, guarantees or conditions of sale, express or implied relating to the Property.

8. This Bill of Sale shall be governed by Texas law without giving effect to its conflicts of laws rules. The parties consent to the sole and exclusive jurisdiction of the courts sitting in Harris County, Texas to resolve disputes regarding this Bill of Sale.

9. Kinder Morgan G.P., Inc., a Delaware corporation, is the general partner of COMPANY of Kinder Morgan Energy Partners, L.P. (the "General Partner"). BUYER agrees that the General Partner shall not be liable, directly or indirectly, for any of KMP's obligations or liabilities under this Bill of Sale. All such obligations and liabilities shall be non-recourse to the General Partner and shall not constitute debts or obligations of the General Partner. No judgment, attachment, execution or other writ or process shall be sought, issued, or levied in connection with this Bill of Sale against the General Partner or any of its assets or properties to satisfy any such liabilities or obligations or any judgments rendered in connection therewith and all such liabilities and obligations shall be satisfied solely from the assets of Kinder Morgan Energy Partners, L.P.

IN WITNESS WHEREOF, the parties have signed this Bill of Sale as of the date first written above.

KINDER MORGAN ENERGY PARTNERS, L.P.
By: Kinder Morgan G. P., Inc. its General Partner
By: Kinder Morgan Management, LLC, the
Delegate of the General Partner

By: _____
Signature

Title

Purchaser

By: _____
Signature

Title

[Signature page – Bill of Sale dated the __ day of ____ 200_.]

Exhibit A

KINDER MORGAN
FACILITY ACCESS AGREEMENT
Agreement No. SAMPLE

WHEREAS, the undersigned invitee or Contracting Party ("Contracting Party") desires entry and access to the Kinder Morgan facility located at [REDACTED] (the "Premises") solely for the purpose stated below and for the benefit of [REDACTED]; and

WHEREAS, the undersigned Kinder Morgan entity ("KM") desires to accommodate said entry and access solely in association with such stated purpose;

NOW, THEREFORE, KM hereby grants a non-exclusive, limited right of access to the Premises to Contracting Party on the following terms and conditions, and the Contracting Party and KM hereby agree as follows:

1. Contracting Party acknowledges that access to the Premises is being granted for the limited purpose of [REDACTED]: as detailed in Exhibit A attached hereto and made a part hereof] and Contracting Party shall not undertake any other activities on the Premises. Contracting Party's right of access shall be exercised in a manner that does not interfere with KM's or any of its customers' business conducted on or associated with the Premises. Access is hereby granted for the time period beginning [REDACTED] and ending [REDACTED]

2. Contracting Party's activities and access to the Premises in connection therewith shall be undertaken in compliance with all applicable federal, state and local rules and regulations. Furthermore, Contracting Party shall undertake its activities in compliance with KM's most current safety regulations, procedures and practices including those in use at the Premises, and take whatever additional actions necessary to ensure that Contracting Party's employees and agents operate safely and competently on the Premises. Contracting Party acknowledges that the Premises constitute an industrial environment where hazardous materials may be present and hazardous activities may be occurring, and with that understanding, Contracting Party shall conduct its activities accordingly, in a good and workmanlike manner and with utmost care. If the activity to be undertaken by Contracting Party requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface of the Premises, Contracting Party shall obtain KM's written approval prior to commencing any such activity. Any and all protective and safety clothing and equipment, safety barriers and guards, and watchmen necessary and appropriate while performing activities on the Premises shall be the responsibility of Contracting Party. Contracting Party shall not perform any activity considered hazardous without the prior written consent of KM including those activities involving welding, torch cutting, or other flammable, explosive or fire producing activities.

3. Contracting Party shall be responsible for any damage to KM and its customers' property or personnel caused by Contracting Party's activities on the Premises and shall pay KM on demand for all costs, expenses and attorneys' fees reasonably incurred by KM in enforcing Contracting Party's obligations under this Agreement. Contracting Party accepts all risk of injury or damage and all responsibility for any claims for damages whatsoever resulting from the use, misuse, or failure of any hoist, rigging blocking, scaffolding, or other equipment furnished or loaned to Contracting Party (or any subcontractor or agent of Contracting Party) by KM.

4. Contracting Party agrees to release, protect, indemnify and hold harmless KM, its parent, affiliates, subsidiaries and customers, and its and their respective directors, officers, agents and employees (collectively, "KM Indemnitees"), from (a) any claims or losses due to sickness, disease or death at any time sustained by an employee of Contracting Party or any of its subcontractors, agents or representatives suffered in connection with Contracting Party's activities on the Premises, INCLUDING THOSE CAUSED BY THE CONCURRENT OR SOLE NEGLIGENCE, ACTS OR OMISSIONS OF A KM INDEMNITEE; provided, however, that Contracting Party shall not be required to indemnify KM for any such claim or loss caused by the intentional wrongdoing or willful misconduct of a KM Indemnitee and (b) every kind or character of damages, losses, liabilities, expenses, demands or claims not included in subsection (a), including any and all costs and fees (including attorney's fees) arising out of litigation or settlement of any such claims (collectively, "KM Losses"), to the extent the KM Losses are caused by,

arise from or relate to, directly or indirectly, the acts or omissions of Contracting Party, its agents and employees. The foregoing obligations of Contracting Party shall not be diminished in any regard if such KM Losses may have been caused in part by the negligence, either active or passive, or the strict liability of any KM Indemnitee(s) or any third party except as otherwise set forth in subsection (a) above. Contracting Party further agrees that it shall pay, in proportion to its obligation pursuant to this Section 4, all damages, costs and expenses (including attorneys' fees) in connection with such claims and KM Losses.

5. KM agrees to release, protect, indemnify and hold harmless Contracting Party, its affiliates, directors, officers, agents and employees (collectively, "Contracting Party Indemnitees"), from every kind or character of damages, losses, liabilities, expenses, demands or claims other than those indemnified by Contracting Party pursuant to Section 4(a), including any and all costs and fees (including attorney's fees) arising out of litigation or settlement of any such claims (collectively "Losses"), to the extent the Losses are caused by, arise from or relate to, directly or indirectly, the acts or omissions of KM, its agents, or employees. The foregoing obligations of KM shall not be diminished in any regard if such Losses may have been caused in part by the negligence, either active or passive, or the strict liability of any Contracting Party Indemnitee(s) or any third party. KM further agrees that it shall pay, in proportion to its obligation pursuant to this Section 5, all damages, costs and expenses (including attorney's fees) in connection with such Losses.

6. Upon request of KM, Contracting Party shall provide KM with evidence of insurance, applicable permits, licenses and any other requested information or documentation incident to the access hereby granted, which shall be satisfactory to KM prior to granting access. Failure to provide such information or documentation shall be grounds for terminating this Agreement.

7. KM reserves the right to immediately terminate this Agreement and/or remove Contracting Party or any of Contracting Party's employees, agents or business invitees (who shall be considered agents of Contracting Party) from the Premises at any time for any reason or when KM observes unsafe or undesirable behavior on the Premises. Failure of Contracting Party to comply with this Agreement may, at KM's option, result in sanctions up to and including suspension of Contracting Party's activity on the Premises or removal of Contracting Party from the Premises and/or early termination of this Agreement.

8. Contracting Party agrees not to file or cause to be filed any mechanics', laborers' or materialmen's lien or any other lien against the Premises on account of any labor, equipment or materials furnished under this Agreement and shall, if requested, execute a waiver of lien, in recordable form, in favor of KM, its affiliates and customers. Contracting Party shall indemnify and hold harmless KM for any costs or damages (including attorney's fees) incurred as a result of Contracting Party's breach of this provision.

9. KM's failure to insist upon compliance by Contracting Party with any obligation or the failure to exercise any remedy does not waive KM's right to do so in the event of a continuing or subsequent violation, and KM's waiver of one or more delinquencies/violations does not constitute a waiver of any other violation. The provisions of Sections 3, 4, 5, 8, 9, 11 and 12 shall survive expiration or termination of this Agreement.

10. This Agreement and the rights conferred hereby cannot be assigned or transferred by Contracting Party. This Agreement may be amended only by a writing signed by KM and Contracting Party. The undersigned represents and warrants that he or she is authorized to bind the Contracting Party for purposes of this Agreement. The parties agree that in granting access hereunder, Contracting Party shall be an independent contractor in all respects and that this Agreement shall not be construed to create an employer/employee relationship with KM. Any notice to be provided in relation to this Agreement shall be given to a party at the address set forth below and sent by U.S. mail, postage prepaid via certified mail, return receipt requested.

11. If any section of this Agreement shall be adjudged illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of this Agreement as a whole or of any remaining portions. All information transmitted or obtained by Contracting Party in connection with this Agreement, the Premises or the business of KM or its customers is the property of KM and is to be considered by Contracting Party as proprietary, confidential or a trade secret and is not to be reproduced or copied or used for furnishing information, materials or services to third parties or for any other purpose detrimental to the interest of KM, as determined solely by KM.

12. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws principles. Any dispute relating to or arising under this Agreement shall be resolved in any court sitting in Harris County, Texas having jurisdiction thereof. Each party hereto submits to the exclusive jurisdiction of said courts and waives the right to change venue. The prevailing party in such litigation shall be entitled to recover its attorney's fees and court costs from the other party.

13. If this Agreement is entered into in conjunction with a Purchase Order or Agreement for Services between KM and the Contracting Party (the "Contract"), to the extent any provision hereof conflicts with the Contract, the provisions of the Contract shall govern.

14. This Agreement shall be effective when both parties have signed below.

KM:	Contracting Party: :
SIGNATURE	SIGNATURE
DATE	DATE
NAME (Please Print)	NAME (Please Print)
TITLE (Please Print)	TITLE (Please Print)

Mailing Address for Notices:

Mailing Address for Notices:

Attention:

Attention:

Section 8 Insurance

- 8.1. CONTRACTOR agrees to carry and maintain the following insurance, from carriers with an A.M. Best rating of at least A-/VIII:
 - 8.1.1. Statutory Coverage Workers' Compensation Insurance (including Occupational Disease Coverage) in accordance with the laws of the states where the Work is to be performed;
 - 8.1.1.1. If CONTRACTOR performs work on or adjacent to navigable waterways, CONTRACTOR shall furnish a certificate of insurance showing compliance with the provisions of the Federal Longshoremen's and Harbor Workers' Compensation Act and, if an exposure exists, the Jones Act.
 - 8.1.2. Employer's Liability Insurance with limits of not less than \$1,000,000 per accident and \$1,000,000 for bodily injury by disease for each employee.
 - 8.1.3. Commercial General Liability Insurance covering the obligations of CONTRACTOR set forth in the indemnity paragraph of this agreement with a combined single limit of not less than \$5,000,000 per occurrence and in the aggregate. All policies shall include coverage for blanket contractual liability assumed hereunder.
 - 8.1.4. Comprehensive Automobile Liability Insurance covering liability arising out of any auto (owned, hired and non-owned); with a combined single limit of not less than \$1,000,000. If necessary, the policy shall be endorsed to provide contractual liability coverage.
 - 8.1.5. Umbrella or Excess Liability Insurance following the form of the primary liability and auto liability insurance set out in paragraphs 8.1.3 and 8.1.4 above with limits of \$5,000,000 excess the \$1,000,000 primary liability insurance for a total of \$6,000,000. Such umbrella policy shall be in excess of those underlying policies without gaps in limits and shall provide coverage at least as broad as the underlying.
 - 8.1.6. Contractor's Pollution Liability Insurance covering losses caused by pollution conditions that arise from the operations of CONTRACTOR. Insurance mentioned above shall apply to bodily injury, including death; loss or damage to property, including loss of use of damaged property or of property that has not been physically injured; cleanup costs; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. This coverage shall be maintained in force for the full period of this agreement with available limits of not less than \$2,000,000 per occurrence.

- 8.2. All insurance policies carried by CONTRACTOR hereunder, except Worker's Compensation insurance, shall name the COMPANY (Kinder Morgan, Inc. and the contracting company), its affiliated and/or associated and/or subsidiary companies, and their respective directors, officers, agents and employees as additional insureds with respect to liability arising out of work performed by CONTRACTOR or subcontractor, as applicable.
- 8.3. All insurance policies of CONTRACTOR shall include waiver of subrogation or its equivalent against Kinder Morgan, Inc., its affiliated and/or associated and/or subsidiary companies, and their respective directors, officers, agents and employees.
- 8.4. Before commencing any performance under this Agreement, CONTRACTOR shall furnish COMPANY with Certificates of Insurance evidencing insurance coverage and provisions provided for in this Agreement. Failure of CONTRACTOR to furnish such evidence of insurance coverage shall not be considered a waiver by COMPANY of the requirement for such coverage. All insurance certificates shall include the following statement:
- “Kinder Morgan, Inc., its affiliated and/or associated and/or subsidiary companies, and their respective directors, officer, agents and employees are named as additional insured on all above policies (except Worker's Compensation) and waiver of subrogation or its equivalent in favor of Kinder Morgan, Inc., its affiliated and/or associated and/or subsidiary companies, their respective directors, officers, agents and employees applies as required by written contract.”**
- 8.5. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to or maintained by COMPANY.
- 8.6. All insurance policies shall provide that the insurance carrier will provide written notice to the COMPANY no less than thirty (30) days prior to the termination, cancellation, non-renewal or any material change to any policy.
- 8.7. All deductibles, self insured retentions and self insurance carried by the CONTRACTOR under its insurance program are the sole responsibility of the CONTRACTOR and will not be borne in any way by the COMPANY. The CONTRACTOR will indemnify the COMPANY, in full, for any amounts related to the above.
- 8.8. In the event of the CONTRACTOR's failure to comply with any of the provisions of this Section 8, the COMPANY shall, in addition to any rights of recovery that may exist, have the right to cancel this Agreement or any Work Order.

- 8.9. CONTRACTOR shall require all of its subcontractors to provide the foregoing coverage, as well as any other coverage that CONTRACTOR may consider necessary. All subcontractor policies shall be endorsed with the waiver of subrogation and additional insured wording above. Any deficiency in the coverage, policy limits, or endorsements of said subcontractors will be the sole responsibility of CONTRACTOR.
- 8.10. Notwithstanding the coverage requirements contained within the foregoing, nothing contained within this Section 8 shall be deemed to limit CONTRACTOR'S liability as established elsewhere within this agreement.