

**IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE**

IN RE EL PASO CORPORATION  
SHAREHOLDER LITIGATION

CONSOLIDATED  
C.A. No. 6949-CS

**NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION,  
SETTLEMENT HEARING, AND RIGHT TO APPEAR**

**The Delaware Court of Chancery authorized this Notice. This is not a solicitation from a lawyer.**

TO: ALL PERSONS WHO HELD EL PASO CORPORATION COMMON STOCK AT ANY TIME BETWEEN AND INCLUDING AUGUST 30, 2011 AND MAY 25, 2012.

THIS NOTICE EXPLAINS IMPORTANT RIGHTS YOU MAY HAVE. IF YOU HELD YOUR SHARES OF EL PASO CORPORATION COMMON STOCK AS OF MAY 25, 2012, YOU MAY BE ELIGIBLE TO RECEIVE CASH FROM THE FUND CREATED AS A RESULT OF THE SETTLEMENT OF THE ABOVE-CAPTIONED CONSOLIDATED SHAREHOLDER CLASS ACTION LAWSUIT (THE "DELAWARE CONSOLIDATED ACTION" OR "ACTION"). IF YOU ARE A MEMBER OF THE CLASS (AS DEFINED IN PARAGRAPH 43 BELOW), YOUR LEGAL RIGHTS WILL BE AFFECTED WHETHER OR NOT YOU ACT AND WHETHER OR NOT YOU ARE ELIGIBLE TO RECEIVE A PAYMENT FROM THE SETTLEMENT FUND. PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY.<sup>1</sup>

**Court-appointed class lead plaintiffs Pompano Beach Police & Firefighters' Retirement System, Pipefitters Local Union #537 Trust Funds, Saratoga Advantage Trust Energy & Basic Materials Portfolio, and Saratoga Advantage Trust Mid Capitalization Portfolio (collectively, "Delaware Co-Lead Plaintiffs"), on behalf of themselves and the Class, have reached a proposed settlement of the Delaware Consolidated Action for a total of \$110 million in cash (the "Settlement"). If approved by the Delaware Court of Chancery (the "Court"), the Settlement will resolve all claims asserted in the Delaware Consolidated Action, and all claims asserted in the Texas Action (defined in Paragraph 18 below) and the New York Action (defined in Paragraph 20 below) will be dismissed with prejudice.**

**If you are a nominee who held El Paso Corporation common stock for the benefit of another, please read the section below entitled "NOTICE TO PERSONS OR ENTITIES HOLDING RECORD OWNERSHIP ON BEHALF OF OTHERS." Members of the Class are referred to in this Notice as "Class Members."**

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT:</b>	
<b>SUBMIT A PROOF OF CLAIM FORM ("CLAIM FORM") BY DECEMBER 27, 2012 TO DETERMINE WHETHER YOU ARE ELIGIBLE TO RECEIVE A CASH PAYMENT FROM THE SETTLEMENT.</b>	This is the only way to be eligible to get a payment from the Settlement. If you wish to obtain a payment as a Class Member, you will need to submit a Claim Form (which is included with this Notice) postmarked no later than December 27, 2012.
<b>OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS RECEIVED NO LATER THAN NOVEMBER 23, 2012.</b>	If you do not like the proposed Settlement, the proposed Plan of Allocation, and/or the request for attorneys' fees and reimbursement of Litigation Expenses, you may write to the Court and explain why you do not like them. You can object to the Settlement, the Plan of Allocation and/or the fee and expense application only if you are a Class Member.
<b>GO TO THE HEARING ON DECEMBER 3, 2012 AT 12:30 P.M., AND FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS RECEIVED NO LATER THAN NOVEMBER 23, 2012.</b>	Filing a written objection and notice of intention to appear by November 23, 2012 allows you to speak in Court about the fairness of the proposed Settlement, the Plan of Allocation, and/or the request for attorneys' fees and reimbursement of Litigation Expenses. If you submit a written objection, you may (but do not have to) attend the hearing and speak to the Court about your objection.
<b>DO NOTHING.</b>	If you are a member of the Class and you do not submit a Claim Form by December 27, 2012, you will not be eligible to receive any payment from the Settlement Fund. You will, however, remain a member of the Class, which means that you give up your right to sue about the claims that are resolved by the Settlement and you will be bound by any judgments or orders entered by the Court in the Delaware Consolidated Action.

<sup>1</sup> All capitalized terms used in this Notice that are not otherwise defined herein shall have the meanings provided in the Stipulation and Agreement of Settlement dated September 7, 2012 (the "Settlement Stipulation"), which is available on the settlement website at [www.elpasoshareholderlitigation.com](http://www.elpasoshareholderlitigation.com).

**WHAT THIS NOTICE CONTAINS**

Why Did I Get This Notice? .....	Page 2
What Is This Case About? What Has Happened So Far? .....	Page 3
What Are Delaware Co-Lead Plaintiffs' Reasons For The Settlement?.....	Page 5
What Are The Terms Of The Settlement? .....	Page 6
How Do I Know If I Am Affected By The Settlement?.....	Page 6
How Much Will My Payment Be? .....	Page 6
What Rights Are Being Compromised By The Settlement?.....	Page 8
What Payment Are The Attorneys For The Class Seeking? How Will The Lawyers Be Paid?.....	Page 10
How Do I Participate In The Settlement? What Do I Need To Do? .....	Page 11
When And Where Will The Court Decide Whether To Approve The Settlement? Do I Have To Come To The Hearing? May I Speak At The Hearing If I Don't Like The Settlement? .....	Page 11
Can I See The Court File? Whom Should I Contact If I Have Questions?.....	Page 12
Notice To Persons Or Entities Holding Record Ownership On Behalf Of Others .....	Page 12

**WHY DID I GET THIS NOTICE?**

1. This Notice is being sent to you pursuant to an Order of the Court because you or someone in your family or an investment account for which you serve as custodian may have held El Paso Corporation common stock during the period beginning on August 30, 2011 through and including May 25, 2012 (the "Class Period"). The Court has directed us to send you this Notice because, as a potential Class Member, you have a right to know about your options before the Court rules on the proposed Settlement of this case. Additionally, you have the right to understand how a class action lawsuit may generally affect your legal rights. If the Court approves the Settlement and the Settlement becomes effective, (a) the Delaware Consolidated Action will be dismissed with prejudice, (b) all members of the Class will be deemed to have released the Released Plaintiff Claims (defined in Paragraph 49 below and which includes the claims asserted in the Texas Action and the New York Action) against the Released Defendant Persons (defined in paragraph 52 below), and (c) the claims administrator ("Claims Administrator") approved by the Court will make payments pursuant to the Settlement.

2. A class action is a type of lawsuit in which the claims of a number of individuals are resolved together, thus providing the class members with both consistency and efficiency. In a class action lawsuit, the court selects one or more people, known as class representatives, to sue on behalf of all people with similar claims, commonly known as the class or the class members. Once the class is certified, the Court must resolve all issues on behalf of the class members. In the Delaware Consolidated Action, the Court has directed that Delaware Co-Lead Plaintiffs and Delaware Co-Lead Counsel (defined in Paragraph 5 below) shall have primary responsibility for prosecuting, on behalf of all Class Members, all claims against Defendants (defined in Paragraph 3 below) that were or could have been asserted in connection with the transactions that gave rise to the Action.

3. The court in charge of this case is the Court of Chancery of the State of Delaware, and the case is known as *In re El Paso Corporation Shareholder Litigation*, Consolidated C.A. No. 6949-CS. The judge presiding over this case is Chancellor Leo E. Strine, Jr. The people who are suing are called plaintiffs, and those who are being sued are called defendants. In this case, Delaware Co-Lead Plaintiffs, on behalf of themselves and the Class, are suing (a) defendants Kinder Morgan, Inc. ("Kinder Morgan"), Sherpa Merger Sub, Inc. and Sherpa Acquisition, LLC (collectively, the "Kinder Morgan Defendants"); (b) defendants The Goldman Sachs Group, Inc. ("GS Group") and Goldman, Sachs & Co. ("Goldman," and together with GS Group, the "Goldman Defendants"); and (c) defendants Juan Carlos Braniff, David W. Crane, Douglas L. Foshee, Robert W. Goldman, Anthony W. Hall, Jr., Thomas R. Hix, Ferrell P. McClean, Timothy J. Probert, Steven J. Shapiro, J. Michael Talbert, Robert F. Vagt, and John L. Whitmire (collectively, the "Individual Defendants," and together with the Kinder Morgan Defendants and the Goldman Defendants, the "Defendants"). If the Settlement is approved, it will resolve all claims in the Delaware Consolidated Action by Class Members against Defendants and will bring the Action to an end.

4. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them. The purpose of this Notice is to inform you of this case, that it is a class action, and how you might be affected. It also is being sent to inform you of the terms of the proposed Settlement, and of a hearing to be held by the Court to consider the fairness, reasonableness, and adequacy of the proposed Settlement, the proposed Plan of Allocation, and the motion by Delaware Co-Lead Counsel for an award of attorneys' fees and reimbursement of Litigation Expenses (the "Settlement Hearing").

5. The Settlement Hearing will be held in the Court of Chancery in the New Castle County Courthouse, 500 North King Street, Wilmington, DE 19801, to (a) determine whether the Class should be certified permanently, for Settlement purposes, pursuant to Delaware Court of Chancery Rules 23(a), 23(b)(1) and 23(b)(2); (b) determine whether Delaware Co-Lead Plaintiffs may be finally designated as Class Representatives for the Class with the law firms of Bernstein Litowitz Berger & Grossmann LLP, Grant & Eisenhofer P.A., and Labaton Sucharow LLP ("Delaware Co-Lead Counsel"), as Class Counsel, and whether such Class Representatives and Class Counsel have adequately represented the interests of the Class in the Delaware Consolidated Action; (c) determine whether the terms and conditions of the Settlement Stipulation entered into by and among Delaware Co-Lead Plaintiffs, Defendants and El Paso LLC (formerly known as El Paso Corporation) ("El Paso") are fair, reasonable, and adequate and in the best interests of the members of the Class and should be approved by the Court; (d) determine whether the Judgment (defined in Paragraph 45 below) should be entered, among other things, dismissing the Delaware Consolidated Action with prejudice, releasing the Released Plaintiff Claims (defined in Paragraph 49 below) against the Released Defendant Persons (defined in Paragraph 52 below), and barring and enjoining the prosecution of the Released Plaintiff Claims against the Released Defendant Persons; (e) hear and rule on any objections to the Settlement; (f) determine whether the proposed Plan of Allocation is fair and reasonable and should be approved by the Court; (g) consider the application of Delaware Co-Lead Counsel (on behalf of all Plaintiffs' Counsel, including plaintiffs' counsel in

the Texas Action and in the New York Action) for an award of attorneys' fees and reimbursement of Litigation Expenses and any objections thereto; and (h) rule on other such matters as the Court may deem appropriate.

6. This Notice does not express any opinion by the Court concerning the merits of any claim in the Delaware Consolidated Action, and the Court still has to decide whether to approve the Settlement. If the Court approves the Settlement, payments to Authorized Claimants (defined in Paragraph 44 below) will be made after any appeals are resolved, and after the completion of all claims processing. Please be patient.

#### WHAT IS THIS CASE ABOUT? WHAT HAS HAPPENED SO FAR?

THE FOLLOWING RECITATION DOES NOT CONSTITUTE FINDINGS OF THE COURT. THE COURT HAS MADE NO FINDINGS WITH RESPECT TO THE FOLLOWING MATTERS AND THESE RECITATIONS SHOULD NOT BE UNDERSTOOD AS AN EXPRESSION OF ANY OPINION OF THE COURT AS TO THE MERITS OF ANY OF THE CLAIMS OR DEFENSES RAISED BY ANY OF THE PARTIES.

7. The Action is a shareholder class action challenging the merger between El Paso and Kinder Morgan (the "Merger"), alleging, among other things, that it was the product of breaches of fiduciary duty by the Board of Directors (the "Board") of El Paso, aided and abetted by Kinder Morgan and Goldman.

8. On May 24, 2011, the El Paso Board granted initial approval of a plan to spin-off of its exploration and production ("E&P") business (the "Spin-Off"). El Paso publicly announced the Board's approval of the Spin-Off that day. El Paso retained Goldman as its financial advisor for the Spin-Off.

9. On August 30, 2011, without the Spin-Off having been consummated, El Paso received an unsolicited proposal from Kinder Morgan to acquire El Paso at a price of \$25.50 per outstanding share of El Paso Corporation common stock.

10. As of the date of the Kinder Morgan offer, and thereafter during all relevant times, certain funds managed by Goldman's Merchant Bank beneficially owned approximately 19% of Kinder Morgan, and two of Goldman's managing directors served on Kinder Morgan's Board of Directors. The Goldman representatives on Kinder Morgan's Board of Directors recused themselves from the Kinder Morgan board discussions concerning a potential transaction with El Paso.

11. El Paso's Board initially consulted the Goldman investment banking team for advice in connection with Kinder Morgan's takeover proposal. In light of the ownership stake in Kinder Morgan held by Goldman-related funds, the Board retained another financial advisor, Morgan Stanley & Co. LLC ("Morgan Stanley"), to provide advice in connection with Kinder Morgan's proposal. The Board continued to receive advice from the Goldman investment banking team concerning the Spin-Off while considering whether to proceed with the alternative transaction with Kinder Morgan. Morgan Stanley provided a fairness opinion in connection with the Merger; Goldman did not.

12. On October 16, 2011, El Paso and Kinder Morgan announced that they had entered into a definitive merger agreement pursuant to which Kinder Morgan would acquire all outstanding shares of El Paso Corporation common stock for consideration valued at \$26.87 per share in cash, stock and warrants, based on the previous trading day's closing price of Kinder Morgan stock and the parties' assigned value for the warrants. The consideration represented a 47 percent premium to the 20-day average closing price of El Paso Corporation common shares and a 37 percent premium over the closing price of El Paso Corporation common shares on October 14, 2011.

13. Between October 19, 2011 and November 10, 2011, the following thirteen putative stockholder class actions were filed in the Court challenging the proposed Merger, alleging, among other things, that it was the product of breaches of fiduciary duty by the El Paso Board, aided and abetted by Kinder Morgan and Goldman: (i) *Kahn v. Foshee, et al.* (Case No. 6949); (ii) *Isabella v. El Paso Corp., et al.* (Case No. 6952); (iii) *Pipefitters Local Union #537 Trust Funds v. Braniff, et al.* (Case No. 6953); (iv) *Bacher v. El Paso Corp., et al.* (Case No. 6954); (v) *Saratoga Advantage Trust Energy & Basic Materials Portfolio, et al. v. El Paso Corp., et al.* (Case No. 6958); (vi) *Louisiana Municipal Police Employees' Retirement System v. Braniff, et al.* (Case No. 6960); (vii) *Oklahoma Firefighters Pension and Retirement System v. Braniff, et al.* (Case No. 6967); (viii) *Shaev v. Braniff, et al.* (Case No. 6966); (ix) *KBC Asset Management NV v. Braniff, et al.* (Case No. 6965); (x) *International Brotherhood of Electrical Workers Local 98 Pension Fund v. Foshee, et al.* (Case No. 6978); (xi) *Pompano Beach Police and Firefighters' Retirement System v. Foshee, et al.* (Case No. 6986); (xii) *Vitelli v. El Paso Corp., et al.* (Case No. 7004); and (xiii) *Knowles v. Braniff, et al.* (Case No. 7028). These 13 actions are collectively referred to as the "Delaware Cases."

14. On November 18, 2011, the Court entered an Order: (i) consolidating the Delaware Cases under the caption *In re El Paso Corporation Shareholder Litigation*, Consolidated C.A. No. 6949-CS (the "Delaware Consolidated Action"); (ii) appointing Pompano Beach Police & Firefighters' Retirement System, Pipefitters Local Union #537 Trust Funds, Saratoga Advantage Trust Energy & Basic Materials Portfolio, and Saratoga Advantage Trust Mid Capitalization Portfolio as Co-Lead Plaintiffs in the Delaware Consolidated Action; and (iii) appointing the law firms of Bernstein Litowitz Berger & Grossmann LLP, Grant & Eisenhofer, P.A. and Labaton Sucharow LLP as Plaintiffs' Co-Lead Counsel in the Delaware Consolidated Action. The Court's November 18, 2011 Order also appointed an Executive Committee in the Delaware Consolidated Action chaired by Pomerantz Haudek Grossman & Gross LLP and Motley Rice LLC, with additional members Murray Frank LLP, Berman Devalerio, Vianale & Vianale LLP and Sarraf Gentile LLP.

15. On November 29, 2011, Delaware Co-Lead Plaintiffs filed the Verified Consolidated Class Action Complaint in the Delaware Consolidated Action (the "Delaware Consolidated Complaint"). The Delaware Consolidated Complaint substantially repeated

the allegations and claims of the individual complaints in the Delaware Cases, and also included allegations that the preliminary proxy contained material misstatements and omissions.

16. As a result of this lawsuit as well as other factors, El Paso did not pay the \$20 million fee or any indemnity payments allegedly owed to Goldman under the terms of its engagement, and, therefore, El Paso retained in excess of \$20 million it otherwise would have paid to Goldman.

17. Between October 17, 2011 and November 1, 2011, the following eight putative stockholder class actions were filed in the District Court of Harris County, Texas (the "Texas Court") challenging the Merger, alleging, among other things, that it was the product of breaches of fiduciary duty by the El Paso Board, aided and abetted by Kinder Morgan and Goldman: (i) *Johnson v. El Paso Corp., et al.* (Cause No. 2011-62339); (ii) *Insulators and Asbestos Workers Local No. 14 v. El Paso Corp., et al.* (Cause No. 2011-63235); (iii) *Southeastern Pennsylvania Transportation Authority v. El Paso Corp., et al.* (Cause No. 2011-63284); (iv) *City of Roseville Employees' Retirement System v. El Paso Corp., et al.* (Cause No. 2011-63772); (v) *Abigt, et al. v. El Paso Corp., et al.* (Cause No. 2011-63791); (vi) *Bushansky v. Braniff, et al.* (Cause No. 2011-64336); (vii) *Oakland County Employees' Retirement System v. El Paso Corp., et al.* (Cause No. 2011-64652); and (viii) *Melton v. El Paso Corp., et al.* (Cause No. 2011-66384). These eight actions are collectively referred to as the "Texas Cases."

18. By Order dated November 4, 2011, the Texas Cases were consolidated under the caption *Rebecca Johnson v. El Paso Corporation*, Cause No. 2011-62339 (the "Texas Action"). The Texas Plaintiffs agreed that, for purposes of the Texas Action, Robbins Geller Rudman & Dowd LLP and Barrack, Rodos & Bacine would serve as interim class counsel for plaintiffs in the Texas Action.

19. A Consolidated Amended Petition for Breach of Fiduciary Duty was filed in the Texas Action on November 22, 2011.

20. On November 7, 2011, an action was filed in the Supreme Court of the State of New York, captioned *Grossman v. The Goldman Sachs Group, Inc.* (Index No. 11112770) (the "New York Action"), by a purported holder of El Paso Corporation common stock, both individually and on behalf of the same putative class of El Paso Corporation stockholders in the Delaware Consolidated Action and in the Texas Action, alleging that Goldman aided and abetted a breach of fiduciary duties by El Paso directors in connection with their agreement to sell El Paso. No other Persons were named as defendants in the New York Action.

21. Following the filing of the New York Action, the New York Plaintiff entered into a stipulation with Goldman providing that the New York Plaintiff would participate in discovery in the Delaware Consolidated Action. In that regard, counsel for the New York Plaintiff was provided for review all of the documents produced by the parties in the Delaware Consolidated Action as well as copies of the transcripts of all of the depositions taken in the Delaware Consolidated Action as well as the marked exhibits.

22. Following the consolidation of the Delaware Cases, the appointment of a leadership structure and the filing of the Delaware Consolidated Complaint, Delaware Co-Lead Plaintiffs and Defendants embarked on a course of expedited discovery and the filing of competing expert reports in the Delaware Consolidated Action in connection with Delaware Co-Lead Plaintiffs' motion to preliminarily enjoin the Merger.

23. By agreement dated November 2, 2011, the parties in the Texas Action agreed that any motion for preliminary injunctive relief related to the proposed Merger would be adjudicated before the Delaware Court of Chancery. The Texas Plaintiffs were given access to the discovery that was taken by Delaware Co-Lead Plaintiffs in the Delaware Consolidated Action.

24. In connection with the discovery performed in the Delaware Consolidated Action, Delaware Co-Lead Counsel reviewed over 450,000 pages of documents produced by Defendants and third parties relating to, among other things, the El Paso Board's decision to pursue the Merger rather than the Spin-Off, the negotiation process leading to the Merger, alleged conflicts of interest potentially compromising the independence of El Paso's financial advisors and certain officers of El Paso, and the value of the consideration received by Class Members in connection with the Merger. In addition, the depositions of Richard D. Kinder (Chairman and Chief Executive Officer of Kinder Morgan); Douglas L. Foshee (former Chairman, President and Chief Executive Officer of El Paso); John R. Sult (former Chief Financial Officer of El Paso); Stephen D. Daniel (Partner and Managing Director of Goldman, financial advisor to El Paso); Jonathan Cox (Managing Director of Morgan Stanley, financial advisor to El Paso); Robert Pacha (Senior Managing Director of Evercore Group L.L.C., financial advisor to Kinder Morgan); and Robert Vagt (former Director of El Paso and current Director of Kinder Morgan) were taken by or under the direction of Delaware Co-Lead Counsel. Delaware Co-Lead Counsel also defended the deposition of David G. Clarke, ASA, founder and President of The Griffing Group, Inc., who was retained by Delaware Co-Lead Counsel to opine on the valuation analyses and advice provided to the Board by Goldman and Morgan Stanley in connection with the Merger. Plaintiffs' counsel in the Texas Action attended certain of the depositions conducted by Delaware Co-Lead Counsel in the Delaware Consolidated Action.

25. On January 13, 2012, Delaware Co-Lead Plaintiffs filed their opening brief in support of their Motion for a Preliminary Injunction, whereby Delaware Co-Lead Plaintiffs sought to enjoin El Paso from putting the Merger to a stockholder vote and also to enjoin enforcement of certain provisions in the Merger Agreement. Defendants filed opposition papers on January 23, 2012 and Delaware Co-Lead Plaintiffs filed their reply papers on February 3, 2012.

26. On February 1, 2012, El Paso filed with the Securities and Exchange Commission ("SEC") its revised definitive proxy statement in connection with the Merger (and together with all preliminary versions and amendments thereto, the "Proxy"), which stated that El Paso had scheduled a special meeting of its stockholders on March 6, 2012, to consider and vote upon a proposal to adopt and approve the Merger Agreement and other proposals related to the Merger.

27. The Court conducted a hearing lasting over six hours on Delaware Co-Lead Plaintiffs' Motion for a Preliminary Injunction on February 9, 2012, at which Delaware Co-Lead Counsel and Defendants' Counsel presented oral argument regarding whether the Court should preliminarily enjoin the El Paso Corporation shareholder vote on the Merger, as well as the enforcement of certain of the Merger Agreement's deal protection provisions.

28. On February 29, 2012, the Court issued a written decision denying the Motion for Preliminary Injunction, finding that while "plaintiffs [had] a reasonable likelihood of success in proving that the Merger was tainted by disloyalty," the "balance of harms counsel[ed] against a preliminary injunction." The Court also stated that "it is difficult to prove an aiding and abetting claim" and that it was, "at best, doubtful" that Co-Lead Plaintiffs could prevail on their aiding and abetting claims against Goldman or Kinder Morgan.

29. Following issuance of the Court's decision, El Paso adjourned its stockholder meeting to approve the Merger until March 9, 2012. El Paso made a copy of the Court's decision available on its website at *investor.elpaso.com* and filed a Current Report on Form 8-K attaching the Court's decision as an exhibit.

30. On March 9, 2012, El Paso held its special meeting of stockholders and the Merger was approved. Approximately 79 percent of El Paso Corporation's outstanding shares of common stock as of the record date were voted at the meeting; of the shares voted, more than 95 percent voted in favor of the Merger.

31. The Merger thereafter closed on May 24, 2012 and became effective on May 25, 2012. Upon closing, the former stockholders of El Paso Corporation owned approximately 32% of Kinder Morgan.

32. Subsequent to the denial of their Motion for Preliminary Injunction, Delaware Co-Lead Plaintiffs continued to litigate the Delaware Consolidated Action in pursuit of a damage remedy based on Delaware Co-Lead Plaintiffs' view that the Merger was the product of breaches of fiduciary duty by the Board, aided and abetted by the Goldman Defendants and the Kinder Morgan Defendants. Delaware Co-Lead Plaintiffs, through their counsel, served additional discovery requests upon the Defendants and certain third parties; received and reviewed productions of documents in response to those requests; filed a Motion for Class Certification; and prepared an amended complaint.

33. On April 23, 2012, the Court entered a Stipulation and Order Governing Case Schedule which provided, among other things, for a trial commencing on March 4, 2013.

34. Periodically during the litigation of the Delaware Consolidated Action, Delaware Co-Lead Plaintiffs and Defendants engaged in discussions concerning a potential resolution of the case. On June 8, 2012, Delaware Co-Lead Plaintiffs and Defendants participated in a mediation session with former judge Daniel Weinstein (the "Mediator"). While the June 8, 2012 mediation session did not result in a settlement, Delaware Co-Lead Plaintiffs and Defendants agreed to continue their dialogue through the Mediator. As a result of those ongoing discussions with the Mediator, an agreement in principle was reached on July 18, 2012 to settle, dismiss and release all claims asserted in the Delaware Consolidated Action for \$110 million in cash, subject to the execution of a customary "long-form" stipulation and agreement of settlement and related papers.

35. The Parties entered into the Settlement Stipulation on September 7, 2012, and on September 14, 2012, the Court entered a Scheduling Order certifying the Class for purposes of the Settlement only, authorized this Notice to be sent to potential Class Members, and scheduled the Settlement Hearing.

36. Based upon their investigation and prosecution of the Delaware Consolidated Action, Delaware Co-Lead Plaintiffs and Delaware Co-Lead Counsel have concluded that the terms and conditions of the Settlement and the Stipulation are fair, reasonable and adequate to the members of the Class and in their best interests. The Settlement and the Stipulation shall in no event be construed as, or deemed to be, evidence of a concession by Delaware Co-Lead Plaintiffs of any infirmity in the claims asserted in the Delaware Consolidated Action.

37. Each of the Defendants and El Paso vigorously and expressly deny all allegations of wrongdoing, fault, liability, or damage to Delaware Co-Lead Plaintiffs and as well as each and every other member of the Class (including, without limitation, the Texas Plaintiffs and the New York Plaintiff) and further deny that Delaware Co-Lead Plaintiffs have asserted a valid claim as to any of them. Each of the Defendants and El Paso further deny that they engaged in any wrongdoing or committed, or aided or abetted, any violation of law or breach of duty and believe that they acted properly, in good faith, and in a manner consistent with their legal duties. Defendants and El Paso are entering into the Settlement and the Settlement Stipulation solely to avoid the substantial burden, expense, inconvenience and distraction of continued litigation and to resolve each of the Released Plaintiff Claims against the Released Defendant Persons. The Settlement and the Stipulation shall in no event be construed as, or deemed to be, evidence of or an admission or concession on the part of any of the Defendants with respect to any claim or factual allegation or of any fault or liability or wrongdoing or damage whatsoever or any infirmity in the defenses that any of the Defendants have or could have asserted.

#### **WHAT ARE DELAWARE CO-LEAD PLAINTIFFS' REASONS FOR THE SETTLEMENT?**

38. Delaware Co-Lead Plaintiffs and Delaware Co-Lead Counsel believe that the claims asserted against Defendants have merit, and that their diligent prosecution of the claims asserted in the Action has led to a Settlement that provides an outstanding recovery for the Class.

39. Delaware Co-Lead Plaintiffs, through Delaware Co-Lead Counsel, have conducted an investigation and pursued extensive discovery in the Action relating to the claims and the underlying events and transactions alleged in the Action. Delaware Co-Lead Counsel have analyzed the evidence adduced during their investigation and through discovery, and have also researched the applicable law with respect to the claims asserted in the Action and the potential defenses thereto. Additionally, the multiple mediation

statements prepared and exchanged between Delaware Co-Lead Plaintiffs and Defendants, as well as Delaware Co-Lead Plaintiffs' and Defendants' respective presentations concerning potential damages should any liability be proven, have provided Delaware Co-Lead Plaintiffs with a detailed basis upon which to assess the relative strengths and weaknesses of their position and Defendants' position in this litigation.

40. In negotiating and evaluating the terms of the Settlement, Delaware Co-Lead Plaintiffs and Delaware Co-Lead Counsel considered the significant legal and factual defenses to Delaware Co-Lead Plaintiffs' claims and the expense, length, and risk of pursuing their claims through trial and appeals. While Delaware Co-Lead Plaintiffs believe that the Merger was the product of breaches of fiduciary duty by the El Paso Board, aided and abetted by Kinder Morgan and Goldman, and that the overall consideration for the El Paso shareholders was inadequate, Defendants have vigorously argued that they acted appropriately and are not subject to liability or damages. In light of the risks of continued litigation, the amount of the Settlement and the immediacy of recovery to the Class, Delaware Co-Lead Plaintiffs and Delaware Co-Lead Counsel believe that the proposed Settlement is fair, reasonable and adequate, and in the best interests of the Class. Delaware Co-Lead Plaintiffs and Delaware Co-Lead Counsel believe that the Settlement provides an extraordinary benefit to the Class, namely \$110,000,000 in cash (less the various deductions described in this Notice), as compared to the risk that the claims in the Action would produce a smaller, or no recovery after trial and appeals, possibly years in the future.

41. THE DELAWARE COURT HAS NOT FINALLY DETERMINED THE MERITS OF THE CLAIMS MADE BY DELAWARE CO-LEAD PLAINTIFFS AGAINST THE DEFENDANTS AND HAS NOT FINALLY DETERMINED THE MERITS OF ANY DEFENSES PUT FORTH BY THE DEFENDANTS. THIS NOTICE DOES NOT IMPLY THAT THERE HAS BEEN OR WOULD BE ANY FINDING OF VIOLATION OF THE LAW OR THAT RELIEF IN ANY FORM OR RECOVERY IN ANY AMOUNT COULD BE HAD IF THE ACTION WAS NOT SETTLED.

**WHAT ARE THE TERMS OF THE SETTLEMENT?**

42. In consideration for the full and final settlement and dismissal with prejudice of the Delaware Consolidated Action, and the release by the Releasing Plaintiff Persons of any and all Released Plaintiff Claims as against the Released Defendant Persons, El Paso has agreed to pay or cause to be paid \$110,000,000 in cash into an interest-bearing escrow account for the benefit of the Class as provided in the Settlement Stipulation.

**HOW DO I KNOW IF I AM AFFECTED BY THE SETTLEMENT?**

43. If you are a member of the Class, you are subject to the Settlement. The Class certified by the Court, for Settlement purposes only, consists of:

All Persons who held El Paso Corporation common stock at any time during the Class Period (including, without limitation, the Texas Plaintiffs and the New York Plaintiff), and each of their transferees, successors and assigns. Excluded from the Class are the following: (a) (i) the Individual Defendants and each member of their Immediate Families; (ii) El Paso (including El Paso Corporation) and the Kinder Morgan Defendants, their respective parents, subsidiaries, and affiliates, as well as each Person who served as a Section 16 Officer, director, partner or member of El Paso (including El Paso Corporation) or any of the Kinder Morgan Defendants during the Class Period and each member of their Immediate Families; (iii) the Goldman Defendants and Morgan Stanley and their respective parents, subsidiaries, and affiliates (including, without limitation, the GS Entities), as well as each Person who served as a Section 16 Officer, director (including managing directors), partner or member of any of the Goldman Defendants or Morgan Stanley during the Class Period and each member of their Immediate Families; and (iv) any Person in which any Defendant or El Paso (including El Paso Corporation) has or had a Controlling Interest (the Persons identified herein in (a)(i) through (a)(iv) are collectively, the "Excluded Parties"), provided, however, that any Investment Vehicle other than the GS Entities shall not be deemed an Excluded Party; and (b) each of the Excluded Parties' respective legal representatives, heirs, beneficiaries, successors or assigns (together, with the Excluded Parties, the "Excluded Persons").

**PLEASE NOTE: RECEIPT OF THIS NOTICE DOES NOT MEAN THAT YOU ARE A CLASS MEMBER OR THAT YOU WILL BE ENTITLED TO RECEIVE PROCEEDS FROM THE SETTLEMENT. IF YOU ARE A CLASS MEMBER AND YOU WISH TO BE ELIGIBLE TO PARTICIPATE IN THE DISTRIBUTION OF PROCEEDS FROM THE SETTLEMENT, YOU ARE REQUIRED TO SUBMIT THE CLAIM FORM THAT IS BEING DISTRIBUTED WITH THIS NOTICE AND THE REQUIRED SUPPORTING DOCUMENTATION AS SET FORTH THEREIN POSTMARKED NO LATER THAN DECEMBER 27, 2012.**

**HOW MUCH WILL MY PAYMENT BE?**

AT THIS TIME, IT IS NOT POSSIBLE TO MAKE ANY DETERMINATION AS TO HOW MUCH ANY INDIVIDUAL CLASS MEMBER MAY RECEIVE FROM THE SETTLEMENT.

44. If the Settlement and the Plan of Allocation proposed by Delaware Co-Lead Plaintiffs are approved by the Court, payments to Class Members will be determined as follows:

## THE PROPOSED PLAN OF ALLOCATION

### I. Definitions

#### A. Settlement Amount

"Settlement Amount" means the \$110,000,000 in cash paid into an interest-bearing escrow account for the benefit of the Class pursuant to the Settlement, as explained in Paragraph 42 above.

#### B. Settlement Fund

"Settlement Fund" means the fund consisting of the Settlement Amount deposited in the escrow account plus any and all interest earned thereon.

#### C. Net Settlement Fund

"Net Settlement Fund" means the Settlement Fund less (a) all federal, state and/or local taxes of any kind on any income earned by the Settlement Fund, and the reasonable expenses and costs incurred by Delaware Co-Lead Counsel in connection with determining the amount of, and paying, any taxes owed by the Settlement Fund (including, without limitation, expenses of tax attorneys and accountants); (b) the costs and expenses incurred in connection with providing notice to Class Members and administering the Settlement on behalf of Class Members; and (c) any attorneys' fees and Litigation Expenses awarded by the Court.

#### D. Authorized Claimants

"Authorized Claimants" means those Class Members who submit a properly executed Claim Form to the Claims Administrator, in accordance with the requirements established by the Court, which Claim is approved for payment, in whole or in part, from the Net Settlement Fund pursuant to the Court-approved plan of allocation.

#### E. Eligible Shares

"Eligible Shares" means shares of El Paso Corporation common stock held as of May 25, 2012 (the Effective Date of the Merger).

### II. Allocation Formula

The "Pro Rata Payment Amount" for each Authorized Claimant will be determined by dividing the Authorized Claimant's total number of Eligible Shares by the total of all Eligible Shares of all Authorized Claimants, and multiplying that fraction by the total amount of the Net Settlement Fund available for distribution.

The Net Settlement Fund will be allocated among all Authorized Claimants whose Pro Rata Payment Amount is \$10.00 or greater. If the Pro Rata Payment Amount for any Authorized Claimant calculates to less than \$10.00, no distribution will be made that Authorized Claimant, and the amount allocated to that Authorized Claimant will be available for distribution to those Authorized Claimants whose payment amount calculates to \$10.00 or greater.

### III. Additional Provisions

- A. Only those Class Members WHO HELD SHARES OF EL PASO CORPORATION COMMON STOCK AS OF MAY 25, 2012 (THE EFFECTIVE DATE OF THE MERGER) will be eligible to share in the distribution of the Net Settlement Fund. Each person or entity wishing to participate in the distribution must timely submit a valid Claim Form establishing that his/her/its shares of El Paso Corporation common stock were held as of May 25, 2012, and including all required documentation, postmarked on or before December 27, 2012 to the address set forth in the Claim Form that accompanies this Notice.
- B. Unless the Court otherwise orders, any Class Member who fails to submit a Claim Form postmarked on or before December 27, 2012 shall be fully and forever barred from receiving payments pursuant to the Settlement but will in all other respects remain a Class Member and be subject to the provisions of the Settlement Stipulation, including the terms of any Judgment entered and the releases given. This means that upon the Effective Date (as defined in the Settlement Stipulation) of the Settlement, each Class Member will release the Released Plaintiff Claims against the Released Defendant Persons and will be barred and enjoined from prosecuting any of the Released Plaintiff Claims against any of the Released Defendant Persons regardless of whether or not such Class Member submits a Claim Form.
- C. The Net Settlement Fund will not be distributed until (a) the Court has approved a plan of allocation, and the time for any petition for rehearing, appeal or review, whether by certiorari or otherwise, of the order approving the plan of allocation has expired; (b) the Effective Date of the Settlement has occurred; and (c) all claims have been processed.
- D. Neither El Paso nor any other Person that paid any portion of the Settlement Amount is entitled to get back any portion of the Settlement Fund once the Effective Date occurs.
- E. Approval of the Settlement is independent from approval of the plan of allocation. Any determination with respect to the plan of allocation will not affect the Settlement, if approved.
- F. The Court has reserved jurisdiction to allow, disallow, or adjust on equitable grounds the Claim of any Class Member.

- G. Each Claimant shall be deemed to have submitted to the jurisdiction of the Delaware Court of Chancery with respect to its/her/his Claim Form.
- H. El Paso Corporation common stock is the only security eligible for recovery under the Plan of Allocation. Option contracts are not securities eligible to participate in the Settlement.
- I. The allocation formula set forth in this Plan of Allocation is not intended to provide an estimate of, nor is it indicative of, the amounts that Class Members might have been able to recover after a trial, nor is it intended to provide an estimate of the amount that will be paid to Authorized Claimants pursuant to the Settlement. The allocation formula is the basis upon which the Net Settlement Fund will be proportionally allocated to Authorized Claimants.
- J. If any funds remain in the Net Settlement Fund because of uncashed distributions or other reasons, then, after the Claims Administrator has made reasonable and diligent efforts to have Authorized Claimants cash their distribution checks, any balance remaining in the Net Settlement Fund six (6) months after the initial distribution of such funds shall be redistributed to Authorized Claimants who have cashed their initial distribution and who would receive at least \$10.00 from such redistribution, after payment of any unpaid costs or fees incurred in administering the funds, including for such redistribution. Additional redistributions to Authorized Claimants who have cashed their prior distribution checks and who would receive at least \$10.00 on such additional redistributions, subject to the conditions previously noted, may occur thereafter in three (3) month intervals if Delaware Co-Lead Counsel, in consultation with the Claims Administrator, determine that additional redistribution, after the deduction of any additional fees and expenses that would be incurred with respect to such redistributions, would be cost effective. At such time as it is determined that the redistribution of funds remaining in the Net Settlement Fund is not cost effective, the remaining balance of the Net Settlement Fund shall be contributed to non-sectarian, not-for-profit 501(c)(3) organizations recommended by Delaware Co-Lead Counsel and approved by the Court.
- K. Payment pursuant to the Plan of Allocation, or such other plan as may be approved by the Court, shall be conclusive against all Authorized Claimants. No Person shall have any claim against Delaware Co-Lead Plaintiffs, Delaware Co-Lead Counsel, the Claims Administrator or any other agent designated by Delaware Co-Lead Counsel arising from distributions made substantially in accordance with the Settlement Stipulation, the plan of allocation approved by the Court, or further orders of the Court. Delaware Co-Lead Plaintiffs, Defendants, El Paso, and their respective counsel, and all other Released Defendant Persons shall have no responsibility or liability to any Person whatsoever for the investment or distribution of the Settlement Fund, the Net Settlement Fund, the Plan of Allocation, the determination, administration, calculation, or payment of any Claim or nonperformance of the Claims Administrator, the payment or withholding of Taxes owed by the Settlement Fund, or any losses incurred in connection therewith.
- L. The Plan of Allocation set forth herein is the plan that is being proposed by Delaware Co-Lead Plaintiffs and Delaware Co-Lead Counsel to the Court for approval. The Court may approve this Plan of Allocation as proposed or it may modify the plan without further notice to the Class. Any orders regarding a modification of the Plan of Allocation will be posted to the settlement website, [www.elpasoshareholderlitigation.com](http://www.elpasoshareholderlitigation.com).

<b>WHAT RIGHTS ARE BEING COMPROMISED BY THE SETTLEMENT?</b>
---

45. If the Settlement is approved, the Court will enter a final order and judgment which will be binding on all Class Members. Pursuant to the final order and judgment proposed by the Parties (the "Judgment"), as of the Effective Date (as defined in the Settlement Stipulation):

- (a) The Delaware Consolidated Action shall be dismissed with prejudice;
- (b) Each and every one of the Releasing Plaintiff Persons (as defined below, and which includes, without limitation, the Texas Plaintiffs and the New York Plaintiff) (regardless of whether such Person actually submits a Claim Form, seeks or obtains a distribution from the Net Settlement Fund, is entitled to receive such a distribution under the plan of allocation approved by the Court or has objected to the Settlement, the Plan of Allocation and/or any application for an award of attorneys' fees or reimbursement of Litigation Expenses) shall: (a) have and be deemed by operation of the Judgment to have completely, fully, finally, and forever dismissed, released, relinquished and discharged with prejudice each and every one of the Released Defendant Persons (as defined below) from any and all of the Released Plaintiff Claims (as defined below); (b) forever be barred and enjoined by operation of the Judgment from filing, commencing, intervening in, participating in (as a class member or otherwise), instituting, maintaining, prosecuting, seeking relief in (including filing an application or motion for preliminary or permanent injunctive relief) or receiving any recovery, remedy, benefits or other relief from any other lawsuit, arbitration or other proceeding in any jurisdiction that asserts any of the Released Plaintiff Claims against any of the Released Defendant Persons; and (c) have and be deemed by operation of the Judgment to have covenanted not to sue any of the Released Defendant Persons with respect to any and all of the Released Plaintiff Claims **(the Released Plaintiff Claims include the claims asserted in the Texas Action as well as in the New York Action)**; and
- (c) Each and every one of the Releasing Defendant Persons (as defined below) shall (a) have and be deemed by operation of the Judgment to have completely, fully, finally, and forever dismissed, released, relinquished and discharged with prejudice each and every one of the Released Plaintiff Persons (as defined below) from any and all of the Released Defendant Claims (as defined below); (b) forever be barred and enjoined by operation of the Judgment from filing, commencing, intervening in, participating in, instituting, maintaining, prosecuting, seeking relief in or receiving any recovery, remedy, benefits or other relief from any other lawsuit, arbitration or other proceeding in any jurisdiction that asserts any of the Released Defendant Claims against any of the Released Plaintiff Persons; and (c) have and be deemed by operation of the Judgment to have covenanted not to sue any of the Released Plaintiff Persons with respect to any and all of the Released Defendant Claims.

46. With respect to the use of the term "Unknown" in the definitions of Released Plaintiff Claims and Released Defendant Claims:

(a) (i) Delaware Co-Lead Plaintiffs specifically acknowledge (and the other Releasing Plaintiff Persons shall be deemed by operation of the Judgment to have acknowledged) that the term "Unknown" in the definitions of Released Plaintiff Claims shall mean all claims that each of the Releasing Plaintiff Persons do not know or suspect to exist at the time of the release of the Released Plaintiff Claims against the Released Defendant Persons, but which, if known by it/her/him, might affect its/her/his decision with respect to the Settlement (including the decision to object or not to object to the Settlement); and (ii) Defendants and El Paso specifically acknowledge (and the other Releasing Defendant Persons shall be deemed by operation of the Judgment to have acknowledged) that the term "Unknown" in the definitions of Released Defendant Claims shall mean all claims that each of the Releasing Defendant Persons do not know or suspect to exist at the time of the release of the Released Defendant Claims against the Released Plaintiff Persons, but which, if known by it/her/him, might affect its/her/his decision with respect to the Settlement (including the decision to object or not to object to the Settlement);

(b) (i) Delaware Co-Lead Plaintiffs expressly acknowledge (and the other Releasing Plaintiff Persons shall be deemed by operation of the Judgment to have acknowledged) that they may hereafter discover facts in addition to or different from those that he, she or it now knows or believes to be true with respect to the subject matter of the Released Plaintiff Claims but that it is nevertheless its/her/his intention to fully, finally and forever settle and release those claims without regard to the subsequent discovery of any such additional or different facts; and (ii) El Paso and the Defendants expressly acknowledge (and the other Releasing Defendant Persons shall be deemed by operation of the Judgment to have acknowledged) that they may hereafter discover facts in addition to or different from those that it/she/he now knows or believes to be true with respect to the subject matter of the Released Defendant Claims but that it is nevertheless its/her/his intention to fully, finally and forever settle and release those claims without regard to the subsequent discovery of any such additional or different facts; and

(c) The Parties expressly acknowledge (and the other Releasing Persons (as defined below) shall be deemed by operation of the Judgment to have acknowledged) that the inclusion of "Unknown" claims in the definitions of Released Claims (as defined below) was separately bargained for and was a key element of the Settlement, and with respect to the Released Claims the Parties expressly waive and relinquish, and the other Releasing Persons shall be deemed to have waived and relinquished, and by operation of the Judgment shall have specifically waived and relinquished: (i) any and all provisions, rights and benefits conferred under Section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS, WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

and (ii) any and all provisions, rights and benefits conferred by any law of the United States or state or territory of the United States or principle of common law or foreign law which is similar, comparable or equivalent to Section 1542 of the California Civil Code.

47. "Releasing Plaintiff Persons" means each and all of the following: Delaware Co-Lead Plaintiffs and each and every other Class Member (including, without limitation, the Texas Plaintiffs and the New York Plaintiff) (regardless of whether such Person actually submits a Claim Form, seeks or obtains a distribution from the Net Settlement Fund, is entitled to receive such a distribution under the plan of allocation approved by the Court or has objected to the Settlement, the Plan of Allocation and/or any application for an award of attorneys' fees or Litigation Expenses), on behalf of themselves and each and all of their respective successors in interest, predecessors, representatives, trustees, executors, administrators, agents, heirs, estates, assigns, or transferees, immediate and remote, and any other Person who has the right, ability, standing or capacity to assert, prosecute or maintain on behalf of any Class Member any of the Released Plaintiff Claims (or to obtain the proceeds of any recovery therefrom), whether in whole or in part.

48. "Releasing Defendant Persons" means each and all of the following: El Paso and each and every Defendant, on behalf themselves, each of the other Released Defendant Persons, and each and all of the Released Defendant Persons' respective successors in interest, predecessors, representatives, trustees, executors, administrators, agents, heirs, estates, assigns, or transferees, immediate and remote, and any other Person who has the right, ability, standing or capacity to assert, prosecute or maintain on behalf of El Paso and/or any of the Defendants any of the Released Defendant Claims or to obtain the proceeds of any recovery therefrom in whole or in part.

49. "Released Plaintiff Claims" means: (a) any and all claims, demands, rights, liabilities, losses, obligations, duties, damages, costs, interests, debts, expenses, charges, rights, interest, penalties, sanctions, fees, attorneys' fees, actions, potential actions, causes of action, suits, agreements, judgments, decrees, matters, issues and controversies of any kind, nature and description whatsoever; (b) whether known or unknown, disclosed or undisclosed, accrued or unaccrued, apparent or not apparent, foreseen or unforeseen, matured or not matured, perfected or not perfected, choate or inchoate, suspected or unsuspected, liquidated or not liquidated, fixed or contingent, ripened or unripened, including any Unknown claims; (c) whether at law or equity, whether based on or arising under state, local, foreign, federal, statutory, regulatory, common or other law or rule and upon any legal theory (including but not limited to any claims arising under the federal securities laws, including any claims arising under Section 14 of the Securities Exchange Act of 1934 or any claims that could be asserted derivatively on behalf of El Paso), no matter how asserted; (d) that previously existed, currently exist, or that exist as of the date of the approval of the Settlement by the Court; (e) that were or that could have been asserted by the Releasing Plaintiff Persons against any or all of the Released Defendant Persons in the Actions, in any federal or state court, or in any other court, tribunal, arbitration, proceeding, administrative agency or other forum in the United States or elsewhere that arise out of or relate to its/her/his ownership of El Paso Corporation common stock, its/her/his status as El Paso Corporation shareholders, or its/her/his El Paso Corporation stockholdings during the Class Period; and (f) that are based upon, arise out of, relate in any way to, concern or involve, in whole or in part, any of the following: (A) the Merger, (B) the

Merger Agreement, (C) any actions, deliberations, negotiations or financial advisory services in connection with the Merger, including the process of deliberation or negotiation, by each of El Paso and Kinder Morgan and any and all of their respective officers, directors, employees, representatives or advisors, (D) the consideration received by Class Members in connection with the Merger, (E) the Proxy as well as any other disclosures, public filings, periodic reports, press releases, amendments, information statements, solicitation materials, notifications or other statements issued, made available, propounded, disseminated, published or filed relating to or discussing, in whole or in part, the Merger, (F) the October 16, 2011 Voting Agreement entered into by and among El Paso and the stockholders of Kinder Morgan listed on the signature pages thereto, (G) any fiduciary obligations of any of the Released Defendant Persons in connection with the Merger or the Merger Agreement, including the negotiation and consideration of the Merger or any disclosures related thereto, (H) the proposed Spin-Off and the decision by the El Paso Board of Directors not to consummate the Spin-Off, (I) any actual or potential conflicts of interest by any Defendant or Released Defendant Person, and/or (J) any other facts, matters, occurrences, conduct, allegations, representations, omissions, transactions, actions, things or causes whatsoever, or any series thereof, that were alleged, asserted, raised, made, set forth, claimed, embraced, involved in, related to, or referred to, in whole or in part, in the Delaware Consolidated Complaint, in any of the other complaints, pleadings or briefs filed by plaintiffs in the Actions (including, without limitation, the Texas Action and the New York Action) and/or in the Court's opinion dated February 29, 2012. "Released Plaintiff Claims" shall not, however, include (i) any claims to enforce the Settlement or this Stipulation; or (ii) any claims solely for statutory appraisal with respect to the Merger pursuant to Section 262 of the Delaware General Corporation Law of the State of Delaware by El Paso Corporation stockholders who properly perfected such claims for appraisal and have not otherwise waived their appraisal rights.

50. "Released Defendant Claims" means: (a) any and all claims, demands, rights, liabilities, losses, obligations, duties, damages, costs, interests, debts, expenses, charges, rights, interest, penalties, sanctions, fees, attorneys' fees, actions, potential actions, causes of action, suits, agreements, judgments, decrees, matters, issues and controversies of any kind, nature and description whatsoever; (b) whether known or unknown, disclosed or undisclosed, accrued or unaccrued, apparent or not apparent, foreseen or unforeseen, matured or not matured, perfected or not perfected, choate or inchoate, suspected or unsuspected, liquidated or not liquidated, fixed or contingent, ripened or unripened, including any Unknown claims; (c) whether at law or equity, whether based on or arising under state, local, foreign, federal, statutory, regulatory, common or other law or rule and upon any legal theory, no matter how asserted; (d) that previously existed, currently exist, or that exist as of the date of the approval of the Settlement by the Court; (e) that were or could have been asserted by any or all of the Releasing Defendant Persons against any or all of the Released Plaintiff Persons in the Actions, in any federal or state court, or in any other court, tribunal, arbitration, proceeding, administrative agency or other forum in the United States or elsewhere; and (f) that arise out of or relate in any way to the institution, prosecution, settlement or dismissal of the claims against the Defendants in the Actions (or any of the constituent actions that comprise the Actions). "Released Defendant Claims" shall not, however, include any claims to enforce the Settlement or this Stipulation.

51. "Released Plaintiff Persons" means each of: (a) Delaware Co-Lead Plaintiffs and the other Class Members (including, without limitation, the Texas Plaintiffs and the New York Plaintiff) (the "Plaintiff Party Releasees"); (b) each of the Plaintiff Party Releasees' respective past and/or present affiliates, subsidiaries, parents, general partners, limited partners and any Person in which any Plaintiff Party Releasee has or had a Controlling Interest (the "Plaintiff Affiliated Releasees," and together with the Plaintiff Party Releasees, the "Plaintiff Releasees"); and (c) each of the Plaintiff Releasees' past and/or present family members, heirs, principals, trustees, executors, administrators, predecessors, successors, assigns, members, parents, subsidiaries, employees, officers, managers, directors, partners, limited partners, agents, investment bankers, attorneys, representatives, estates, divisions, financial advisors, estate managers, assigns, insurers and reinsurers.

52. "Released Defendant Persons" means each of: (a) the Defendants and El Paso (the "Defendant Party Releasees"); (b) each of the Defendant Party Releasees' respective past and/or present affiliates, subsidiaries, parents, general partners, limited partners and any Person in which any Defendant Party Releasee has or had a Controlling Interest (the "Defendant Affiliated Releasees," and together with the Defendant Party Releasees, the "Defendant Releasees"); and (c) each of the Defendant Releasees' past and/or present family members, heirs, principals, trustees, executors, administrators, predecessors, successors, assigns, members, parents, subsidiaries, employees, officers, managers, directors, partners, limited partners, agents, investment bankers, attorneys, representatives, estates, divisions, financial advisors, estate managers, assigns, insurers and reinsurers.

53. "Released Claims" means collectively the Released Defendant Claims and the Released Plaintiff Claims.

54. "Releasing Persons" means collectively the Releasing Defendant Persons and the Releasing Plaintiff Persons.

55. All proceedings in the Delaware Consolidated Action, other than such proceedings as may be necessary to carry out the terms and conditions of the Settlement, are stayed and suspended until further order of the Court. Pending final determination by the Court of whether the Settlement should be approved, all members of the Class are barred and enjoined from commencing, prosecuting, maintaining, instigating or in any way participating in the commencement or prosecution of any action (including the Texas Action and the New York Action) asserting any of the Released Plaintiff Claims against any of the Released Defendant Persons.

<b>WHAT PAYMENT ARE THE ATTORNEYS FOR THE CLASS SEEKING? HOW WILL THE LAWYERS BE PAID?</b>
--

56. Plaintiffs' Counsel (including plaintiffs' counsel in the Texas Action and in the New York Action) have not received any payment for their services in pursuing claims against Defendants on behalf of the Class, nor have Plaintiffs' Counsel been reimbursed for their out-of-pocket expenses. Before final approval of the Settlement, Delaware Co-Lead Counsel will apply to the Court for an award of attorneys' fees to Plaintiffs' Counsel from the Settlement Fund in an amount not to exceed 24% of the Settlement Fund. At the same time, Delaware Co-Lead Counsel also intend to apply for the reimbursement of Litigation Expenses not to exceed \$800,000. The Court will determine the amount of any award of attorneys' fees or reimbursement of Litigation Expenses.

57. The Court is to consider and rule upon the fairness, reasonableness, and adequacy of the Settlement independently of any consideration and ruling on Delaware Co-Lead Counsel's application for an award of attorneys' fees and Litigation Expenses. The Settlement, the Stipulation and the implementation or effectuation thereof, as well as entry of the Judgment, are not conditioned in any way on any award of attorneys' fees and/or Litigation Expenses to Plaintiffs' Counsel.

**HOW DO I PARTICIPATE IN THE SETTLEMENT? WHAT DO I NEED TO DO?**

58. To be eligible for a payment from the proceeds of the Settlement, you must be a member of the Class and you must timely complete and return the Claim Form with adequate supporting documentation **postmarked no later than December 27, 2012**. A Claim Form is included with this Notice, or you may obtain one from the website maintained by the Claims Administrator for the Settlement, [www.elpasoshareholderlitigation.com](http://www.elpasoshareholderlitigation.com), or you may request that a Claim Form be mailed to you by calling the Claims Administrator toll free at (888) 726-7096. If you do not submit a timely and valid Claim Form, you will not be eligible to share in the Net Settlement Fund. Please retain all records of your ownership of El Paso Corporation common stock, as they may be needed to document your Claim.

59. As a Class Member, you are represented by Delaware Co-Lead Plaintiff and Delaware Co-Lead Counsel, unless you enter an appearance through counsel of your own choice at your own expense. You are not required to retain your own counsel, but if you choose to do so, such counsel must file a notice of appearance on your behalf and must serve copies of his or her notice of appearance on the attorneys listed in the section entitled, "When and Where Will the Court Decide Whether to Approve the Settlement?," below.

**WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT? DO I HAVE TO COME TO THE HEARING? MAY I SPEAK AT THE HEARING IF I DON'T LIKE THE SETTLEMENT?**

60. **Class Members do not need to attend the Settlement Hearing. The Court will consider any submission made in accordance with the provisions below even if a Class Member does not attend the hearing. You can participate in the Settlement without attending the Settlement Hearing.**

61. The Settlement Hearing will be held on December 3, 2012 at 12:30 p.m. before Chancellor Leo E. Strine, Jr., at the Court of Chancery in the New Castle County Courthouse, 500 North King Street, Wilmington, DE 19801. The Court reserves the right to approve the Settlement and/or the Plan of Allocation at or after the Settlement Hearing without further notice to the members of the Class.

62. If you are a Class Member and you wish to object to the Settlement, the proposed Plan of Allocation, or Delaware Co-Lead Counsel's application for attorneys' fees and reimbursement of Litigation Expenses, you must do so in writing. You must file any written objection, together with copies of all other papers and briefs supporting the objection, with the Registry in Chancery at the address set forth below on or before November 23, 2012. You must also serve the papers on Delaware Co-Lead Counsel and Defendants' Counsel at the addresses set forth below so that the papers are **received** on or before November 23, 2012.

**Register in Chancery**

Register in Chancery  
Court of Chancery  
New Castle County Courthouse  
500 North King Street  
Wilmington, DE 19801

**Delaware Co-Lead Counsel**

Mark Lebovitch, Esq.  
Bernstein Litowitz Berger  
& Grossmann LLP  
1285 Avenue of the Americas  
New York, NY 10019

Megan D. McIntyre, Esq.  
Grant & Eisenhofer P.A.  
123 Justison Street  
Wilmington, DE 19801

Ira A. Schochet, Esq.  
Labaton Sucharow LLP  
140 Broadway  
New York, NY 10005

**Defendants' Counsel**

Collins J. Seitz, Jr., Esq.  
Seitz Ross Aronstam  
& Moritz LLP  
100 S. West Street, Suite 400  
Wilmington, DE 19801

Gregory V. Varallo, Esq.  
Richards Layton & Finger, P.A.  
One Rodney Square  
920 North King Street  
Wilmington, DE 19801

Donald J. Wolfe, Jr., Esq.  
Potter Anderson & Corroon LLP  
Hercules Plaza – 6th Floor  
1313 North Market Street  
P.O. Box 951  
Wilmington, DE 19899

Andre G. Bouchard, Esq.  
Bouchard Margules  
& Friedlander, P.A.  
222 Delaware Avenue, Suite 1400  
Wilmington, DE 19801

63. Any objection to the Settlement, the Plan of Allocation, and/or the application for attorneys' fees and reimbursement of Litigation Expenses (a) must state the name, address and telephone number of the person or entity objecting and, if represented, its/her/his counsel, and must be signed by the objector; (b) must contain a written detailed statement of the Class Member's objection or objections, and the specific reasons for each objection, including any legal and evidentiary support the Class Member wishes to bring to the Court's attention; and (c) must demonstrate that the objector is a member of the Class by including documents sufficient to prove that

