

**IN THE DISTRICT COURT OF SHAWNEE COUNTY, KANSAS
DIVISION 12**

IN RE KINDER MORGAN, INC. SHAREHOLDERS LITIGATION	: : : :	Consol. Case No. 06 C 801
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**NOTICE OF PENDENCY AND PROPOSED
SETTLEMENT OF CLASS ACTION**

A court in Kansas authorized this Notice. This is not a solicitation from a lawyer.

NOTICE OF PENDENCY OF CLASS ACTION: Please be advised that your rights may be affected by a class action lawsuit pending in this Court if you held the common stock of Kinder Morgan, Inc. ("KMI" or the "Company") between May 29, 2006 and May 30, 2007, or are the transferee, successor or assign of any such holder.

NOTICE OF SETTLEMENT: Please be advised that your rights may be affected by the proposed settlement (the "Settlement") of this lawsuit that Lead Plaintiff Douglas Geiger, on behalf of the Class (as defined below), and the Defendants (as defined below) have reached for \$200,000,000 in cash. This proposed Settlement, which is subject to Court approval, would resolve all claims in the Action.¹

THIS NOTICE EXPLAINS IMPORTANT RIGHTS THAT YOU MAY HAVE, INCLUDING YOUR POSSIBLE RECEIPT OF CASH FROM THE SETTLEMENT, AS WELL AS THE DEADLINES FOR YOU TO ACT. YOUR LEGAL RIGHTS WILL BE AFFECTED WHETHER OR NOT YOU ACT. PLEASE READ THIS NOTICE CAREFULLY!

1. Description of the Consolidated Action and Class: This Notice relates to the proposed Settlement of an action pending against the Defendants identified below in the District Court of Shawnee County, Kansas. As described more fully below, the Action concerns the Defendants' acquisition, through an acquisition vehicle, of all of the outstanding shares of KMI in a merger transaction that closed on May 30, 2007. The proposed Settlement concerns all holders of KMI common stock during the period of May 29, 2006 through May 30, 2007 (the "Class") and the successors, transferees and assigns of such Persons.

2. Statement of Recovery: Subject to Court approval, Lead Plaintiff, on behalf of the Class, has agreed to settle all claims in this Action in exchange for a settlement payment of \$200,000,000 in cash (the "Settlement Amount") to be deposited into an interest-bearing account. The Settlement Amount and all interest earned thereon shall constitute the "Settlement Fund." The Net Settlement Fund (the Settlement Fund less taxes, notice and administration costs, and attorneys' fees and expenses awarded to counsel representing Lead Plaintiff and the Class) will be distributed in accordance with a plan of allocation that will be approved by the Court. That plan of allocation will determine how the proceeds of the Settlement are allocated to the Class Members. The proposed Plan of Allocation is included in this Notice.

3. Reasons for Settlement: The Settlement avoids the costs and risks associated with continued litigation, including the danger of Class Members receiving no recovery. If the case had not settled, it could have resulted in dismissal or loss at trial for the Class. The two sides disagree about the merits of Lead Plaintiff's allegations, the outcome of the case as well as the amount of damages, if any, that would have been awarded to the Class had Lead Plaintiff prevailed at trial.

4. Statement of Attorneys' Fees and Expenses Sought: Lead Plaintiff's Counsel (as defined below) have not received any payment for their services in pursuing claims against Defendants on behalf of the Settlement Class, nor have Lead Plaintiff's Counsel been paid for their expenses. Before final approval of the Settlement, Lead Plaintiff's Counsel intend to apply to the Court for an award of attorneys' fees in the amount of 25% of the Settlement Fund. At the same time, Lead Plaintiff's Counsel also intend to apply for the payment of litigation expenses not to exceed \$2,000,000. The Court will determine the amount of the fee and expense award.

5. Identification of Attorneys for Class Representatives: Lead Plaintiff and the Class are being represented by Chimicles & Tikellis LLP, Robbins Geller Rudman & Dowd LLP and The Nygaard Law Firm, the Court-appointed lead counsel for the Class ("Lead Plaintiff's Counsel"). Any questions regarding the Settlement should be directed to Scott M. Tucker, Esquire at Chimicles & Tikellis LLP, 222 Delaware Avenue, Suite 1100, Post Office Box 1035, Wilmington, DE 19801, telephone 302-656-2500 and Rick Nelson c/o Shareholder Relations at Robbins Geller Rudman & Dowd LLP, 655 West Broadway, Suite 1900, San Diego, CA 92101, telephone 1-800-449-4900. Do not direct any questions regarding the Settlement to the Court, the Court Clerk or to any of Defendants' Counsel.

¹ All capitalized words or terms, not otherwise defined herein, shall have the meaning as set forth in the Stipulation of Settlement. For ease of convenience, some of these definitions are repeated herein.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN CONNECTION WITH THIS SETTLEMENT

SUBMIT A PROOF OF CLAIM FORM	This is the only way to receive a payment. If the Settlement is approved, and you are a member of the Class and wish to obtain a payment as a Class Member, you will need to file a Proof of Claim Form (which is included with this Notice) postmarked no later than December 17, 2010.
EXCLUDE YOURSELF FROM THE CLASS BY SUBMITTING A WRITTEN REQUEST FOR EXCLUSION SO THAT IT IS <i>POSTMARKED</i> NO LATER THAN OCTOBER 26, 2010	Class Members who exclude themselves from the Class will receive no payment. If you do not wish to be a member of the Class, you must exclude yourself (as described below in Section No. 17) and you will not receive any payment from the Settlement Fund. This is the only option that ever allows you to be part of another lawsuit against any of the Released Persons relating to any of the Released Claims.
OBJECT TO THE SETTLEMENT BY SUBMITTING WRITTEN OBJECTIONS SO THAT THEY ARE <i>RECEIVED</i> NO LATER THAN OCTOBER 26, 2010	If you do not exclude yourself, but wish to object to any aspect of the Settlement, the proposed Plan of Allocation, or the request by Lead Plaintiff's Counsel for attorneys' fees and expenses, you may (as discussed below in Section No. 21) write to the Court about your objections.
GO TO THE HEARING ON NOVEMBER 12, 2010 AT 9:30 A.M. AND FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS <i>RECEIVED</i> NO LATER THAN NOVEMBER 2, 2010	If you have submitted a written objection to any aspect of the Settlement, the proposed Plan of Allocation, or the request by Lead Plaintiff's Counsel for attorneys' fees and expenses, you may (but do not have to) attend the Settlement Hearing and present your objections to the Court at that hearing.
DO NOTHING	Class Members who do nothing get no payment, but otherwise remain in the Class. Thus, if you are a Class Member and you do not either submit a Proof of Claim Form or request exclusion, you will be bound by all of the terms of the Settlement (including the Releases and litigation bars it provides for), you will receive no payment, and you will not be able to bring or pursue any Released Claim against any of the Released Persons in any forum.

- These rights and options – ***and the deadlines to exercise them*** – are explained in this Notice.
- The terms of the Settlement are set forth in a Stipulation of Settlement executed by the Parties to that agreement, which can be viewed and/or downloaded at www.gardencitygroup.com.
- The Court must decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and, if there are any appeals, after the appeals are resolved. Please be patient.

BASIC INFORMATION

6. Why Did I Get This Notice Package?

You or someone in your family may have held KMI common stock during the period between May 29, 2006 (the date KMI publicly announced its receipt of a proposal by Defendants to acquire all of KMI's outstanding shares) and May 30, 2007 (the closing date of the Merger), inclusive, or they may be a transferee, successor or assignee of such holder.

The Court ordered that you be sent this Notice because you have a right to know about this Action and the proposed Settlement and about all of your options before the Court decides whether to approve the Settlement. If the Court approves the Settlement and after any objections or appeals are resolved, the Claims Administrator appointed by the Court will make the payments that the Settlement allows.

This package explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in which this Action is pending is the District Court of Shawnee County, Kansas, Division 12, and the case is known as *In re: Kinder Morgan, Inc. Shareholders Litigation*, Consol. Case No. 06 C 801. The Persons which commenced the Action are called Plaintiffs, and the companies and individuals that they sued, Richard D. Kinder, Fayez Sarofim, Michael Morgan, C. Park Shaper, Steven J. Kean, Kimberly Dang, David Kinder, Joseph Listengart, James Street, William Morgan, Carlyle Partners IV, L.P., Carlyle/Riverstone Global Energy and Power Fund III, L.P., AIG Knight LLC, AIG Financial Products Corp., Knight Holdco LLC (n/k/a Kinder Morgan Holdco LLC), The Goldman Sachs Group, Inc., GS Global Infrastructure Partners I, L.P., GS Capital Partners V Institutional, L.P., and GS Capital Partners V Fund, L.P., are called Defendants.

7. What Is This Lawsuit About? What Has Happened So Far? What Are the Reasons For the Settlement?

This case was brought as a proposed class action alleging that Defendants' conduct in connection with the Merger constituted a breach of fiduciary duties by certain of the Defendants, including that the \$107.50 per share price was unfair and represented insufficient consideration for KMI's public shareholders, and that other of the Defendants aided and abetted those breaches of fiduciary duties. Lead Plaintiff also alleges that Defendants failed to provide KMI's shareholders with material information relating to the transaction. Defendants have denied any and all allegations of wrongdoing, fault, liability, or damages to Lead Plaintiff and/or the Class, and believe that they have acted at all times properly, in good faith and in a manner consistent with their legal duties and

obligations. Defendants further deny the allegations that the Class Members suffered damages as a result of any actions they have or have not taken.

On May 29, 2006, KMI publicly announced that its Board of Directors received a proposal from a group of investors, led by Richard D. Kinder, Chairman and CEO of the Company, and several private equity firms, to acquire all of the publicly-owned shares of KMI for \$100 per share. Upon receiving the proposal to acquire the Company at \$100 per share, the KMI Board members who were not members of the Buyout Group established a Special Committee consisting of three directors (Stewart A. Bliss, Edward H. Austin, and Ted A. Gardner), none of whom was a member of the group making the proposal.² The Special Committee retained separate legal and financial advisors. The Special Committee was delegated the full power and authority, among other things, to take any and all actions and to make any and all decisions regarding the buyout proposal and any alternatives, including to reject it, or in the alternative, to recommend it or a revised or alternative proposal to the other directors who were not members of the Buyout Group. During the approximately 3-month period of its existence, the Special Committee and its advisors performed a due diligence review, evaluated the proposal, conducted an independent valuation of the Company, conducted a "market check" in an effort to solicit competing bids for KMI, considered alternative structures and transactions, and ultimately commenced negotiations with the Buyout Group.

On or about August 22, 2006, Richard Kinder, on behalf of the Buyout Group, offered to purchase all of KMI's outstanding shares for \$107.50 per share, which price was accepted by the Special Committee and recommended to the Board for approval. On August 27, 2006, the KMI Board of Directors, without the participation of directors Richard Kinder, Michael Morgan and Fayez Sarofim, unanimously approved a Merger Agreement which, among other things, provided that the Buyout Group, through an acquisition vehicle, would acquire all of the outstanding shares of KMI's common stock not owned by the Buyout Group for \$107.50 per share and recommended that KMI's shareholders approve the transaction.

On August 28, 2006, KMI publicly announced that the Board had approved the Merger Agreement. The Merger was subject to shareholder approval.

On November 15, 2006, KMI filed the Definitive Schedule 14A and Schedule 13e-3 documents with the Securities and Exchange Commission in connection with a special shareholders meeting to vote on the Merger scheduled for December 19, 2006. The Definitive Schedule 14A was mailed to shareholders on or about November 17, 2006. The Definitive Schedule 14A included, among other things, a description of shareholders' statutory right to dissent and seek appraisal under K.S.A. § 17-6712.

Because similar litigation was also filed in Texas, the Kansas Court and Texas Court appointed Joseph T. Walsh as Special Master to "reduce duplication of effort" and "eliminate the possibility of inconsistent rulings on pretrial issues." On that same day, the Third Consolidated and Amended Class Action Petition ("Third Petition") was filed in the Kansas Action. The Third Petition alleged, among other things, that the KMI Board of Directors failed to discharge its fiduciary obligations in connection with its negotiation and approval of the Merger; that certain members of the Buyout Group engaged in wrongful self-dealing and the wrongful diversion of KMI's strategic machinery secretly to pursue a buyout; and that other of the Defendants aided and abetted those breaches of fiduciary duty. Defendants have denied each and every one of these allegations.

On December 9, 2006, the Interim Lead Counsel in the Kansas Action and the Interim Lead Counsel in the Texas Action, on behalf of their clients and the putative class, jointly moved pursuant to K.S.A. § 60-901 and Tex. R. Civ. P. 680-693C to stop and enjoin the shareholder vote on the Merger on the grounds that the process leading to the Merger and offer price were unfair and that the disclosures made in connection with the Merger were incomplete, misleading and false. On December 18, 2006, the Special Master issued a report recommending that the motion be denied. In his report and recommendation, the Special Master determined that, *inter alia*: (1) the Special Committee functioned effectively, was well informed, performed an effective market check and made its recommendation in good faith, and as such its decision recommending the Merger was protected by the business judgment rule; (2) Richard Kinder did not control, dominate or strong arm the KMI independent directors; and (3) the disclosures made in the Proxy were not false or misleading, and further that the Proxy had not failed to disclose any material information. The Special Master further determined that the application of the business judgment rule to the Special Committee's decision was a "formidable, if not conclusive barrier," to the Kansas and Texas Plaintiffs demonstrating the probability of ultimate success on a trial of the merits.

On December 19, 2006, KMI held its shareholder vote on the Merger. Under KMI's Certificate of Incorporation and the terms of the Merger Agreement, the affirmative vote of at least two-thirds of the outstanding shares of KMI common stock was required to approve and adopt the Merger Agreement. In a Form 8-K filed that same day, KMI announced that of the approximately 100 million shares voted at the December 19, 2006 shareholders' meeting, approximately 97 million voted in favor of the adoption of the Merger Agreement.

On February 20, 2009, the Court entered an Order appointing Robert Wilson and Douglas Geiger as class representatives and certifying an opt-out Class as follows:

All holders of Kinder Morgan, Inc. common stock, during the period of August 28, 2006 through May 30, 2007, and their transferees, successors and assigns. Excluded from the Class are defendants, members of their immediate families or trusts for the benefit of defendants or their immediate family members, and any majority-owned affiliates of any defendant.

² The KMI Board members who were not members of the Buyout Group were Stewart A. Bliss, Edward H. Austin, Charles W. Battey, William J. Hybl, Ted A. Gardner, Edward Randall, III, James M. Stanford, H.A. True, III, and Douglas W.G. Whitehead (i.e., the "Non-Buyout Group Directors").

Thereafter Robert Wilson and Douglas Geiger regularly consulted with Lead Plaintiff's Counsel regarding the progress of the litigation, litigation tactics and settlement discussions. The resolution of the case, as described herein, was authorized by Douglas Geiger, but not by Robert Wilson.

On February 20, 2009, the Parties retained the Honorable William J. Cahill (ret.) (the "Mediator") to mediate a resolution of this Action. Prior to this time, the Parties had on several occasions engaged in extensive arm's-length negotiations with a view to settling the litigation, which efforts were unsuccessful. A formal mediation session was held in Denver, Colorado on March 31, 2009. Although an agreement was not reached at the session, the Parties agreed to remain open to resuming the mediation efforts at a later time. Thereafter, the Mediator monitored the litigation and from time to time engaged in discussions with certain counsel for the Parties.

On July 16, 2010, Defendants filed five separate motions for summary judgment and memoranda in support of those motions. Specifically, motions for summary judgment were filed by: (a) the Officer Defendants (*i.e.*, Richard Kinder, C. Park Shaper, David Kinder, Kimberly Dang, Joseph Listengart, Steven Kean, and James Street); (b) Fayez Sarofim and Michael Morgan; (c) William Morgan and Knight Holdco (n/k/a Kinder Morgan Holdco LLC); (d) The Goldman Sachs Group, Inc., GS Global Infrastructure Partners I, L.P., GS Capital Partners V Institutional, L.P., and GS Capital Partners V Fund, L.P.; and (e) Carlyle Partners IV, L.P., Carlyle/Riverstone Global Energy and Power Fund III, AIG Knight LLC, and AIG Financial Products Corp. Defendants relied on, among other things, the Special Master's report recommending the denial of the preliminary injunction and contended that the business judgment rule was applicable. Certain of the Non-Management Buyout Group Defendants also moved for summary judgment on jurisdictional grounds.

During August 2010, the Mediator contacted the Parties and discussed various methods and means for the resolution of the Action. Given the pendency of Defendants' Motions for Summary Judgment, the Mediator believed an opportunity existed at that juncture to discuss resolution. After consulting with counsel for the Parties, the Mediator submitted to the Parties a proposal to settle the Action for \$200,000,000 (the "Proposal").

The designated Class Representatives were informed of the Mediator's Proposal and provided with the Mediator's separate explanation of why the Mediator believed that the Proposal was in the best interests of the Class. The Mediator explained that in his opinion the timing for such a proposal was optimal; that the Proposal, if accepted, would be for an amount that provided a significant benefit for the Class; and that he believed that the Parties would not be able to come to a resolution on better terms at some later point. The Mediator further noted that, in his view, the risks associated with Defendants' Summary Judgment Motions were substantial and that Justice Walsh's view regarding the business judgment rule could easily be adopted by the Court, resulting in potentially zero recovery for the Class.

On August 12, 2010, Defendants, Geiger, on behalf of himself and the Class, and Class counsel formally accepted the Mediator's Proposal and agreed to present the proposed Settlement to the Court for its approval. The Court was informed on August 25, 2010 that there was a resolution of the Action that would be presented to it for its review and approval.

8. Why Is This a Class Action?

In a class action, one or more people called class representatives (in this case, Wilson and Geiger) sue on behalf of people who have similar claims. All of these people are collectively called a Class. Persons who fall within that Class are called Class Members. One court will resolve the issues for all Class Members except for those who exclude themselves from the Class. The Honorable David E. Bruns is the Judge in this class action.

9. Why Is There a Settlement?

The Court did not decide in favor of Plaintiffs or Defendants. Instead, both sides agreed to a Settlement after extensive negotiations with the substantial assistance of the Mediator. Lead Plaintiff Geiger and his attorneys believe the Settlement is in the best interests of all Class Members.

WHO IS IN THE SETTLEMENT?

To see if you are eligible to get money from the Settlement, you first have to determine if you are a Class Member.

10. How Do I Know if I Am a Class Member?

You are a member of the Class, unless you are excluded according to the definition of the Class or you timely request to be excluded. The Class consists of all holders of KMI common stock during the period of May 29, 2006 through May 30, 2007 and their transferees, successors and assigns.

11. What Are the Exceptions to Being Included?

Excluded by definition from the Class are Defendants, members of their immediate families or trusts for the benefit of Defendants or their immediate family members, and any majority-owned affiliates of any Defendant.

12. What if I'm Still Not Sure If I Am Included?

If you are still not sure whether you are included, you can ask for free help. You can call Scott M. Tucker, Esquire at Chimicles & Tikellis LLP, 222 Delaware Avenue, Suite 1100, Post Office Box 1035, Wilmington, DE 19899, telephone 302-656-2500 or Rick Nelson c/o Shareholder Relations at Robbins Geller Rudman & Dowd LLP, 655 West Broadway, Suite 1900, San Diego, CA 92101,

telephone 1-800-449-4900 for more information or visit the Claims Administrator's website at www.gardencitygroup.com or call 1-800-256-5855. Or you can fill out and return the Proof of Claim and Release Form ("Claim Form" or "Proof of Claim Form") described in Section 14 below, to see if you qualify.

THE SETTLEMENT BENEFITS – WHAT YOU GET, WHEN YOU GET IT, WHAT YOU MUST GIVE UP TO RECEIVE THAT PAYMENT AND THE PROPOSED PLAN OF ALLOCATION

13. How Much Will My Payment Be?

KMI has agreed to pay or cause to be paid \$200,000,000 (the "Settlement Amount") which will be paid in cash into escrow by KMI in the manner described in the Stipulation (the "Settlement Account").

After approval of the Settlement by the Court and upon satisfaction of the other conditions described in the Stipulation, the Net Settlement Fund will be distributed to Class Members who submit acceptable Proof of Claim Forms (the "Authorized Claimants") in accordance with the Plan of Allocation.

Pursuant to the Stipulation, the Settlement Fund will be distributed, at the times and in the manner described therein, as follows:

1. to pay all federal, state and local taxes on any income earned by the Settlement Fund and to pay the reasonable costs incurred in connection with determining the amount of, and paying, taxes owed by the Settlement Fund (including reasonable expenses of tax attorneys and accountants);
2. to pay costs and expenses in connection with providing Notice to Class Members and administering the Settlement on behalf of Class Members;
3. to pay Lead Plaintiff's Counsel for the costs and expenses incurred in commencing and prosecuting the Action, with interest thereon, to the extent allowed by the Court;
4. to pay Lead Plaintiff's Counsel's attorneys' fees, to the extent allowed by the Court; and
5. to compensate Authorized Claimants with the balance of the Net Settlement Fund in accordance with the Plan of Allocation, subject to a Judgment of the Court approving the Settlement and an order approving the Plan of Allocation (or such other allocation plan as the Court may approve), and subject to such Judgment becoming final (meaning the later to occur of (a) if no appeal is filed, the expiration of the time for the filing of any appeal from the Judgment, or (b) the final affirmance on an appeal of the Judgment, and the expiration of any applicable period for reconsideration and the affirmance is no longer subject to appellate review by further appeal or writ of certiorari).

The Net Settlement Fund will not be distributed until the Court has approved a plan of allocation, and the Effective Date (as defined in the Stipulation) has occurred.

KMI and the Defendants are not entitled to get back any portion of the Settlement Fund once the Effective Date has occurred. Defendants shall not have any liability, obligation or responsibility for the administration of the Settlement or disbursement of the Net Settlement Fund.

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.

Only those persons or entities who held KMI common stock at any time from and including May 29, 2006 through and including May 30, 2007 **AND who received \$107.50 in cash for each share that they held at the time of the Merger** will be eligible to share in the distribution of the Net Settlement Fund. Each Class Member wishing to participate in the distribution must timely submit a valid Claim Form establishing membership in the Class and proof that he, she or it received the Merger consideration for each of his, her or its shares and proof of the number of shares held on the date of the Merger, and include all required documentation, postmarked no later than December 17, 2010 to the address set forth in the Claim Form that accompanies this Notice.

Unless the Court otherwise orders, any Class Member who fails to submit a Proof of Claim Form postmarked no later than ninety (90) days following notice shall be forever barred from receiving payments pursuant to the Settlement but will in all other respects remain a Class Member, be bound by the Settlement and subject to the provisions of the Stipulation, including the terms of any judgment or other orders entered by this Court. This means that, among other things, each Class Member will be deemed to have released any and all Released Claims (as defined in Section 16 below) against each of the Released Persons (as defined in Section 16 below) and will be enjoined and prohibited from filing, prosecuting, or pursuing any of the Released Claims against any of the Released Persons regardless of whether or not such Class Member submits a Claim Form.

The Court has reserved jurisdiction to allow, disallow, or adjust on equitable grounds the Claim of any Class Member.

The Court has also reserved the right to modify the Plan of Allocation without further notice to Class Members. All Orders regarding a modification of the Plan of Allocation will be posted on the Claims Administrator's website, www.gardencitygroup.com.

Payment pursuant to the Plan of Allocation approved by the Court shall be conclusive against all Authorized Claimants. No person shall have any claim against the Released Persons, Lead Plaintiff, Lead Plaintiff's Counsel, or the Claims Administrator or other agent designated by Lead Plaintiff's Counsel arising from distributions made substantially in accordance with the Stipulation, the Plan of Allocation, or further orders of the Court. Lead Plaintiff, Defendants, their respective counsel, and all other Released Persons shall have no responsibility or liability whatsoever for the investment or distribution of the Settlement Fund, the Net Settlement Fund, the Plan of Allocation, or the determination, administration, calculation, or payment of any Claim Form or nonperformance of the Claims Administrator, the payment or withholding of taxes owed by the Settlement Fund, or any losses incurred in connection therewith.

If there is any balance remaining in the Net Settlement Fund after six (6) months from the date of distribution of the Net Settlement Fund (whether by reason of tax refunds, uncashed checks or otherwise), Lead Plaintiff's Counsel shall, if feasible, reallocate such balance among Authorized Claimants in an equitable and economic fashion. Thereafter, any balance which still remains in the Net Settlement Fund shall be donated to an appropriate non-profit organization selected by Lead Plaintiff's Counsel.

Calculation of Recognized Claim Amounts and Rationale:

Only those Class Members who held KMI common stock at any time from and including May 29, 2006 through and including May 30, 2007 (or their transferees, successors or assigns) **AND who received \$107.50 in cash for each share that they held at the time of the Merger** will be eligible to share in the distribution of the Net Settlement Fund. Your share of the Net Settlement Fund will depend on: (a) the total number of shares represented by valid Claim Forms that Class Members submit, and (b) how many shares of KMI common stock for which you received \$107.50 in cash per share pursuant to the Merger. For each share of KMI common stock for which you received \$107.50 per share pursuant to the Merger, you will receive a pro rata share of the Net Settlement Fund based on the total number of shares represented by Class Members who submit valid Claim Forms. A "Recognized Claim Amount" will be calculated for each Authorized Claimant.

The Court may approve the above method of distributing the Net Settlement Fund or it may modify the method without further notice to the Class. If Class Members sold their stock prior to the Merger, their claims in the Action were transferred with the stock sold, and the right to pro rata share of the Net Settlement Fund passed with the stock to the purchaser of the stock. As a result, individuals and entities may be included in the Class that are not eligible for payment from the Net Settlement Fund, but that are bound by the orders of the Court in the Action. There is a claim form procedure for eligible Class Members to obtain their due distribution of the Net Settlement Fund, which is provided along with this Notice.

14. How Will I Get a Payment?

To qualify for payment, you must be a Class Member AND you must send in a valid Claim Form. A Claim Form is enclosed with this Notice. You may also get a Proof of Claim Form on the Internet at www.gardencitygroup.com. Please read the instructions carefully, fill out the Claim Form, include all the documents the form asks for, sign it, and mail it postmarked no later than December 17, 2010.

15. When Will I Get My Payment?

The Court will hold a hearing on November 12, 2010 at 9:30 a.m. (central time), to decide whether to approve the Settlement. If the Court approves the Settlement, there still could be an appeal of that decision. It is always uncertain how these appeals will be resolved, and resolving them can take time, perhaps more than a year. It also takes time for all of the Claims to be processed. The Net Settlement Fund cannot be distributed unless and until the Court approves the Settlement, any appeals that may be taken are resolved, the Effective Date (as that term is defined in the Stipulation) has occurred and the processing of all Claims has been completed. Please be patient.

16. What Am I Giving Up to Get a Payment and Remain in the Class?

If you remain a member of the Class and do not exclude yourself, you will be bound by the Judgment and the other orders entered by the Court regarding the Settlement whether or not you submit a Claim Form and/or receive a payment. If the Settlement is approved, you will not be able to sue, continue to sue, or be part of any other lawsuit involving any claims released in the Settlement.

The Judgment, among other things, will dismiss with prejudice the claims (and former claims) against the Defendants and Former Defendants and will provide that Lead Plaintiff and all other Class Members shall: (a) have and be deemed to have fully, finally and forever released, relinquished and discharged each and every one of the Released Persons from any and all of the Released Claims; (b) have and be deemed to have covenanted not to sue any of the Released Persons with respect to any and all of the Released Claims; and (c) forever be barred and enjoined from filing, commencing, prosecuting, intervening in, participating in (as a class member or otherwise) or receiving any benefits or other relief from any other lawsuit, arbitration or other proceeding or order in any jurisdiction that is based upon, arises out of or relates to any and all of the Released Claims against any of the Released Persons.

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

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

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

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

"Released Claims" means any and all claims (including any and all Unknown claims as defined below), demands, actions, causes of action, obligations, debts, judgments and liabilities of any kind, nature and description, whether direct or derivative, whether at law or in equity, upon any legal or equitable theory, whether contractual, common law or statutory, whether arising under federal, state, common, or foreign law (including, without limitation, claims under the federal securities laws and regulations, claims for breach of fiduciary duty, breach of contract or corporate charter, or the misstatement of or the failure to disclose material facts), whether known or Unknown, secured or unsecured, contingent or absolute, choate or inchoate, liquidated or unliquidated, perfected or unperfected, in any forum, including in arbitration or similar proceedings, including class, derivative, individual, or other claims, that previously existed or that currently exist as of the date of the approval of the Settlement by the Court or that may arise in the future, that: (a) in any way arise out of, are based upon, relate to, or concern the facts, matters, occurrences, allegations, representations, omissions, actions, transactions, or conduct alleged, set forth, referred to, involved in, raised in (or which could have been raised in) the Action and/or the Texas Action as against the Released Persons; and/or (b) in any way arise out of, are based upon, relate to, or concern: (i) the Merger among Kinder Morgan, Inc., Knight Holdco LLC (n/k/a Kinder Morgan Holdco LLC), and Knight Acquisition Co. which closed on May 30, 2007, including, without limitation, the actions taken or not taken in connection with the development of the May 28, 2006 proposal, the events, activities, and/or negotiations leading to or concerning the Merger or concerning potential alternatives thereto, the agreements and disclosures relating to the Merger, any compensation or other payments made in connection with the Merger or any related agreements or transactions, and the consideration paid pursuant to the Merger, (ii) any alleged misrepresentations and/or omissions in the November 15, 2006 Proxy Statement, or any of the disclosures relating to the Merger, and/or (iii) any purchase, sale, or holding of KMI securities insofar as it relates in any way to any other matter covered in this definition of Released Claims; provided, however, that the claims to be released shall not include the right of any Class Member or any of the Released Persons to enforce the terms of the Settlement.

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

The term "Unknown" in the definition of Released Claims includes claims that each of the Releasing Plaintiffs currently does not know or suspect exist at the time he, she, or it executes the release, but which, if known by him, her or it, might affect his, her or its agreement to execute or grant the release or might affect a decision with respect to the Settlement (including the decision to object or not to object to the Settlement). The Releasing Plaintiffs and the Released Persons expressly acknowledge that they may hereafter discover facts in addition to or different from those that he, she or it now knows or believes to be true with respect to the subject matter of the Released Claims, but that it is nevertheless his, her or its intention to fully, finally and forever settle and release the Released Claims including those Unknown claims as that term is employed in the Releases, and will be deemed to have done so by operation of the Judgment. The Releasing Plaintiffs and the Released Persons expressly acknowledge that the inclusion of "Unknown" claims as defined herein was separately bargained for and was a key element of the Settlement (of which the releases provided herein are a material and essential part) and each expressly waives and relinquishes to the fullest extent permitted by law, and shall be deemed by operation of the Judgment to have waived and relinquished, the benefits of (a) the provisions, rights, and benefits of Section 1542 of the California Civil Code which provides that "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR," and (b) any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to California Civil Code Section 1542.

The terms of the Release are included in the Claim Form that is enclosed.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you want to keep the right to sue or continue to sue Defendants and the other Released Persons on your own, then you must take steps to get out of the Class. This is called excluding yourself or sometimes, "opting out" of the Class. If you choose to exclude yourself from the Class, you will get no money from the Settlement.

17. How Do I Get Out of the Class?

To exclude yourself from the Class, you must mail a written Request for Exclusion, addressed to *Kinder Morgan, Inc. Shareholders Litigation – EXCLUSIONS – c/o The Garden City Group, Inc., PO Box 9671, Dublin, OH 43017-4971*. The Request for Exclusion must be *postmarked* no later than October 26, 2010. You will not be able to exclude yourself from the Class after that date. Each Request for Exclusion must: (a) state the name and address of the person or entity requesting exclusion; (b) state that such person or entity “requests exclusion from the Class in *In re Kinder Morgan, Inc. Shareholders Litigation*, Consol. Case No. 06 C 801; (c) be signed by the person or entity requesting exclusion; (d) provide a telephone number for that person or entity; and (e) provide the number of shares of KMI owned as of (i) May 29, 2006, and (ii) May 30, 2007; (f) a list identifying all transactions in KMI stock during the Class Period; and (g) the date on which all KMI shares held on May 30, 2007 or sold at any time during the Class Period were first acquired. Requests for Exclusion will not be valid if they are not received within the time stated above, unless the Court otherwise determines.

If I Do Not Exclude Myself, Can I Sue Defendants and the Other Released Persons for the Same Thing Later?

No. Unless you exclude yourself, you give up any right to sue the Released Persons in connection with the Released Claims. If you have a pending lawsuit against any of the Defendants, speak to your lawyer in that case immediately. Remember, the exclusion deadline is October 26, 2010.

18. If I Exclude Myself, Can I Get Money from This Settlement?

No. If you exclude yourself, do not send in a Claim Form.

THE LAWYERS REPRESENTING YOU

19. Do I Have a Lawyer in This Case?

The law firms of Chimicles & Tikellis LLP, Robbins Geller Rudman & Dowd LLP and The Nygaard Law Firm represent you and the other Class Members in the Action. These lawyers are called Lead Plaintiff’s Counsel. You will not be charged for these lawyers. They will be paid from the Settlement Fund to the extent that the Court approves their application for attorneys’ fees and expenses. If you want to be represented by your own lawyer, you may hire one at your own expense.

20. How Will the Lawyers Be Paid?

Lead Plaintiff’s Counsel will ask the Court for an award of attorneys’ fees and expenses to Lead Plaintiff’s Counsel and all other counsel, who, at the direction and under the supervision of Lead Plaintiff’s Counsel, represent Class Members in the Action (collectively, “Plaintiffs’ Counsel”). Lead Plaintiff’s Counsel will request an award of attorneys’ fees in the amount of 25% of the Settlement Fund, and payment of litigation expenses that will total no more than \$2,000,000, plus interest on such attorneys’ fees and expenses at the same net rate as earned by the Settlement Fund. Such sums as may be approved by the Court will be paid from the Settlement Fund. Class Members are not personally liable for any such fees or expenses.

The attorneys’ fees and expenses requested will be the only payment to Plaintiffs’ Counsel for their efforts in achieving this Settlement and for their risk in undertaking this representation on a wholly contingent basis. To date, Plaintiffs’ Counsel have not been paid for their services for conducting this litigation on behalf of the Plaintiffs and the Class or for their substantial out-of-pocket expenses. The fee requested will compensate Plaintiffs’ Counsel for their work in achieving the Settlement Fund and they believe is within the range of fees awarded to class counsel under similar circumstances in other cases of this type. Approval of the Settlement is independent from consideration of the application for an award of attorneys’ fees and expenses and any proceedings concerning that award will not affect the Settlement, if approved.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you don’t agree with the Settlement or some part of it.

21. How Do I Tell the Court that I Don’t Like the Settlement?

Any Class Member who does not make a request for exclusion *postmarked* no later than October 26, 2010 may object to the Settlement, the Plan of Allocation, or Lead Plaintiff’s Counsel’s request for an award of attorneys’ fees and payment of litigation expenses. Objections must be in writing, and must include your name, address, telephone number, your signature, the number of shares of KMI owned as of (a) May 29, 2006, and (b) May 30, 2007, a list identifying all transactions in KMI stock during the Class Period, and the date on which all KMI shares held on May 30, 2007 or sold at any time during the Class Period were first acquired. You must file any written objection, together with copies of all other papers (including proof of shares of KMI common stock that you held at any time from and including May 29, 2006 through and including May 30, 2007) and briefs, with the Clerk of the Court at the address set forth below on or before October 26, 2010. You must also serve the papers on Lead Plaintiff’s Counsel and Defendants’ Counsel at the addresses set forth below so that the papers are *received* by counsel on or before October 26, 2010.

<p><i>Clerk's Office:</i></p> <p>Shawnee County District Court 200 SE 7th Street Room 209 Topeka, KS 66603</p>	<p><i>Lead Plaintiff's Counsel:</i></p> <table> <tr> <td data-bbox="444 180 808 344"> <p>Pamela S. Tikellis, Esq. CHIMICLES & TIKELLIS LLP P.O. Box 1035 222 Delaware Avenue Suite 1100 Wilmington, DE 19801</p> </td> <td data-bbox="808 180 1172 344"> <p>Jeffrey D. Light, Esq. ROBBINS GELLER RUDMAN & DOWD LLP 655 West Broadway Suite 1900 San Diego, CA 92101</p> </td> <td data-bbox="1172 180 1539 344"> <p>Diane A. Nygaard THE NYGAARD LAW FIRM 11050 Roe Avenue, Suite 212 Overland Park, KS 66211</p> </td> </tr> </table>			<p>Pamela S. Tikellis, Esq. CHIMICLES & TIKELLIS LLP P.O. Box 1035 222 Delaware Avenue Suite 1100 Wilmington, DE 19801</p>	<p>Jeffrey D. Light, Esq. ROBBINS GELLER RUDMAN & DOWD LLP 655 West Broadway Suite 1900 San Diego, CA 92101</p>	<p>Diane A. Nygaard THE NYGAARD LAW FIRM 11050 Roe Avenue, Suite 212 Overland Park, KS 66211</p>	
<p>Pamela S. Tikellis, Esq. CHIMICLES & TIKELLIS LLP P.O. Box 1035 222 Delaware Avenue Suite 1100 Wilmington, DE 19801</p>	<p>Jeffrey D. Light, Esq. ROBBINS GELLER RUDMAN & DOWD LLP 655 West Broadway Suite 1900 San Diego, CA 92101</p>	<p>Diane A. Nygaard THE NYGAARD LAW FIRM 11050 Roe Avenue, Suite 212 Overland Park, KS 66211</p>					
<p><i>Defendants' Counsel:</i></p> <table> <tr> <td data-bbox="82 428 444 619"> <p>Joseph S. Allerhand Seth Goodchild Michael J. Firestone WEIL, GOTSHAL & MANGES LLP 767 Fifth Avenue New York, NY 10153</p> </td> <td data-bbox="444 428 808 592"> <p>Kenneth B. Forrest Paul K. Rowe WACHTELL, LIPTON, ROSEN & KATZ 51 West 52nd Street New York, NY 10019</p> </td> <td data-bbox="808 428 1172 562"> <p>Amelia T. R. Starr DAVIS POLK & WARDWELL LLP 450 Lexington Ave. New York, NY 10017</p> </td> <td data-bbox="1172 428 1539 562"> <p>J. Christian Word LATHAM & WATKINS LLP 555 Eleventh St. N.W. Suite 1000 Washington D.C. 20004</p> </td> </tr> </table>				<p>Joseph S. Allerhand Seth Goodchild Michael J. Firestone WEIL, GOTSHAL & MANGES LLP 767 Fifth Avenue New York, NY 10153</p>	<p>Kenneth B. Forrest Paul K. Rowe WACHTELL, LIPTON, ROSEN & KATZ 51 West 52nd Street New York, NY 10019</p>	<p>Amelia T. R. Starr DAVIS POLK & WARDWELL LLP 450 Lexington Ave. New York, NY 10017</p>	<p>J. Christian Word LATHAM & WATKINS LLP 555 Eleventh St. N.W. Suite 1000 Washington D.C. 20004</p>
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Unless the Court orders otherwise, any Class Member who does not object in the manner described above will be deemed to have waived any objection and shall be forever foreclosed from making any objection to the proposed Settlement, the proposed Plan of Allocation, or Lead Plaintiff's Counsel's request for an award of attorneys' fees and expenses. Class Members do not need to appear at the hearing or take any other action to indicate their approval of the Settlement, the proposed Plan of Allocation, or Lead Plaintiff's Counsel's request for an award of attorneys' fees and reimbursement of expenses.

22. What's the Difference Between Objecting and Excluding?

Objecting is simply telling the Court that you don't like something about the Settlement. You can object *only if* you stay in the Class. Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you and you will receive no payment.

THE COURT'S SETTLEMENT HEARING

The Court will hold a hearing to decide whether to approve the proposed Settlement (the "Settlement Hearing"). You may attend, and you may ask to speak, but you don't have to.

23. When and Where Will the Court Decide Whether to Approve the Settlement?

The Court will hold a Settlement Hearing at 9:30 a.m., on November 12, 2010, at the Shawnee County District Court, Division 12, 200 SE 7th Street, Topeka, Kansas 66603. At the Settlement Hearing, the Court also will consider the proposed Plan of Allocation for the proceeds of the Settlement and the application of Lead Plaintiff's Counsel for attorneys' fees and expenses. The Court will take into consideration any written objections filed in accordance with the instructions contained in Section 21 above. The Court also may listen to people who have properly indicated, within the deadline identified below, an intention to speak at the hearing; but decisions regarding the conduct of the hearing will be made by the Court. See Section 25 below for more information about speaking at the hearing. The Court may also decide how much to pay to Plaintiffs' Counsel. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

You should be aware that the Court may change the date and time of the Settlement Hearing without further notice to the Class. Thus, if you want to come to the Settlement Hearing, you should check with Lead Plaintiff's Counsel before coming to be sure that the date and/or time has not changed.

24. Do I Have to Come to the Settlement Hearing?

No. Lead Plaintiff's Counsel will answer questions that the Judge may have. But, you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary. Class Members do not need to appear at the hearing or take any other action to indicate their approval.

25. May I Speak at the Hearing?

If you object to the Settlement, you may ask the Court for permission to speak at the Settlement Hearing. To do so, you must send a letter to the Court saying that it is your "Notice of Intention to Appear in *In re Kinder Morgan, Inc. Shareholders Litigation*, Consol. Case No. 06 C 801." Be sure to include your name, address, telephone number, signature, and the number of shares of KMI common stock that you held at any time from and including May 29, 2006 through and including May 30, 2007. Your notice of intention to appear must be received no later than November 2, 2010, and be sent to the Clerk of the Court, Lead Plaintiff's Counsel, and Defendants' Counsel, at the addresses listed in Section 21. You cannot speak at the Settlement Hearing if you exclude yourself from the Class.

IF YOU DO NOTHING

26. What Happens if I Do Nothing at All?

If you do nothing, you'll get no money from the Settlement. But, unless you exclude yourself, among other things, you will be bound by the terms of the Settlement (including the Judgment and other orders of the Court entered in connection therewith), and won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants and the other Released Persons regarding the Released Claims.

SPECIAL NOTICE TO NOMINEES

27. What if I Held Shares on Someone Else's Behalf?

If you held KMI common stock at any time from and including May 29, 2006 through and including May 30, 2007 as a nominee for a beneficial owner, then, within fifteen (15) calendar days after you receive this Notice, you must either: (1) send a copy of this Notice and the Claim Form by first-class mail to all beneficial owners of the shares; or (2) provide a list of the names and addresses of such beneficial owners to the Claims Administrator:

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

If you choose to mail this Notice and the Claim Form yourself, you may obtain from the Claims Administrator (without cost to you) as many additional copies of these documents as you will need to complete the mailing.

Regardless of whether you choose to complete the mailing yourself or elect to have the mailing performed for you, you may obtain reimbursement for or advancement of reasonable administrative costs actually incurred in connection with forwarding the Notice and which would not have been incurred but for the obligation to forward the Notice, upon submission of appropriate documentation to the Claims Administrator.

28. Can the Settlement Be Terminated?

The Settlement can be terminated if the Court does not approve the Settlement. The Settlement can also be terminated unilaterally if the percentage of common stock held by Class Members who exclude themselves exceeds an agreed upon number. The Stipulation of Settlement in Section 12 recites the conditions to the Settlement, when it can be terminated as well as the effect of its disapproval, cancellation or termination.

GETTING MORE INFORMATION

29. Are There More Details About the Settlement?

This Notice summarizes the proposed Settlement. More details are in the Stipulation of Settlement dated September 7, 2010. You can review a copy of the Stipulation of Settlement at the Clerk's office at Shawnee County District Court, 200 SE 7th Street, Room 209, Topeka, Kansas 66603, during regular business hours or you may view it on the website maintained by the Claims Administrator at www.gardencitygroup.com.

30. How Do I Get More Information?

You can call or write to Scott M. Tucker, Esq., Chemicles & Tikellis LLP, P.O. Box 1035, 222 Delaware Avenue, Suite 1100, Wilmington, DE 19801, (302) 656-2500, or Rick Nelson, c/o Shareholder Relations, Robbins Geller Rudman & Dowd LLP, 655 West Broadway, Suite 1900, San Diego, CA 92101, (800) 449-4900, or visit the Claims Administrator's website at www.gardencitygroup.com or call the Claims Administrator at 1-800-256-5855.

DO NOT TELEPHONE THE COURT, THE COURT CLERK OR DEFENDANTS' COUNSEL REGARDING THIS NOTICE

DATED: September 8, 2010

BY ORDER OF THE COURT