

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

IN RE COPANO ENERGY, L.L.C.
SHAREHOLDER LITIGATION

CONSOLIDATED
C.A. No. 8284-VCN

**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 COPANO ENERGY, L.L.C. (“COPANO” OR THE “COMPANY”) COMMON UNITS AT ANY TIME BETWEEN AND INCLUDING AUGUST 28, 2012 AND MAY 1, 2013.

PLEASE READ ALL OF THIS NOTICE CAREFULLY. YOUR RIGHTS WILL BE AFFECTED BY THE LEGAL PROCEEDINGS IN THIS ACTION. IF THE COURT APPROVES THE PROPOSED SETTLEMENT DESCRIBED BELOW, YOU WILL BE FOREVER BARRED FROM CONTESTING THE FAIRNESS OF THE PROPOSED SETTLEMENT, OR PURSUING THE RELEASED CLAIMS (AS DEFINED HEREIN) AGAINST THE RELEASED PERSONS (AS DEFINED HEREIN). PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY.¹

Court-appointed class plaintiff Donald E. Welzenbach (the “Delaware Lead Plaintiff”), on behalf of himself and the Class, has reached a proposed settlement of the above consolidated shareholder class action lawsuit (the “Delaware Action”). If approved by the Delaware Court of Chancery (the “Court”), the Settlement will resolve, dismiss and bar the prosecution of all claims asserted in the Delaware Action as well as all claims asserted in the Texas Actions (defined in Paragraph 52).

If you are a nominee who held Copano common units 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.”

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT:	
OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS RECEIVED NO LATER THAN AUGUST 30, 2013.	If you do not like the proposed Settlement and/or the request by Delaware Lead Counsel 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 and/or the Fee Application only if you are a Class Member.
GO TO THE HEARING ON SEPTEMBER 9, 2013 AT 2:00 P.M., AND FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS RECEIVED NO LATER THAN AUGUST 30, 2013.	Filing a written objection and notice of intention to appear by August 30, 2013 allows you to speak in Court about the fairness of the proposed Settlement and/or the Fee Application filed by Delaware lead Counsel. If you submit a written objection, you may (but do not have to) attend the hearing and speak to the Court about your objection.
DO NOTHING.	You will 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 Action.

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¹ 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 June 4, 2013 (the “Settlement Stipulation”), which is available on the website: <http://settlement.copanoenergy.com>.

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 Copano common units during the period beginning on August 28, 2012 through and including May 1, 2013 (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 Action will be dismissed with prejudice, and (b) all members of the Class will be deemed to have released the Released Plaintiff Claims (defined in Paragraph 46 below and which includes the claims asserted in the Texas Actions) against the Released Defendant Persons (defined in Paragraph 49 below).

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 Action, the Court has directed that Delaware Lead Plaintiff and Delaware 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 this case.

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 Copano Energy, L.L.C. Shareholder Litigation*, Consolidated C.A. No. 8284-VCN. The judge presiding over this case is Vice Chancellor John W. Noble. The people who are suing are called plaintiffs, and those who are being sued are called defendants. In this case, Delaware Lead Plaintiff, on behalf of himself and the Class, is suing (a) defendants Kinder Morgan Energy Partners, L.P. ("KMP"), Kinder Morgan G.P., Inc., ("KM GP") and Javelina Merger Sub LLC ("Javelina," and collectively with KMP and KM GP, the "KMP Defendants"); (b) defendant Copano Energy, L.L.C. ("Copano" or the "Company") and (c) defendants R. Bruce Northcutt, William L. Thacker, James G. Crump, Ernie L. Danner, T. William Porter, Scott A. Griffiths, Michael L. Johnson, and Michael G. MacDougall (the "Board," or the "Individual Defendants," and together with the KMP Defendants and Copano, the "Defendants"). If the Settlement is approved, it will resolve all claims in the Delaware Action by Class Members against Defendants and will bring this case as well as the Texas Actions to an end for all times.

4. This Notice explains the lawsuit, the Settlement and the rights you may have under the Settlement and what steps you may, but are not required to, take in relation to the Settlement. 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 and the motion by Delaware 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 Kent County Courthouse, 38 The Green, Dover, DE 19901, 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 Lead Plaintiff may be finally designated as Class Representative for the Class with the law firm of Faruqi & Faruqi, LLP ("Delaware Lead Counsel"), as Class Counsel, and whether such Class Representative and Class Counsel have adequately represented the interests of the Class in the Delaware Action; (c) determine whether the terms and conditions of the Settlement Stipulation entered into by Plaintiffs and Defendants 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 42 below) should be entered, among other things, dismissing the Delaware Action with prejudice, releasing the Released Plaintiff Claims (defined in Paragraph 46 below) against the Released Defendant Persons (defined in Paragraph 49 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; and (f) 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 Action, and the Court still has to decide whether to approve the Settlement.

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 Copano and the KMP Defendants (the "Merger"), alleging, among other things, that the members of the Copano Board breached their fiduciary duties to Copano's unitholders by agreeing to sell the Company for inadequate and unfair consideration and pursuant to an inadequate and unfair process, omitted or failed to disclose material information in connection with the Merger, and that the KMP Defendants aided and abetted such purported breaches.

8. On January 29, 2013, Copano announced that it had signed a definitive Agreement and Plan of Merger with KMP, KM GP and Javelina, pursuant to which KMP would acquire Copano with each Copano unitholder to receive KMP common units equal to approximately \$40.91 in value (based on KMP's closing price as of January 29, 2013) in exchange for each of their Copano common units (representing an exchange ratio of 0.4563). The proposed transaction was subject to, among other things, the approval of Copano unitholders.

9. On February 5, 2013, a putative class action, captioned *Schultes v. Copano Energy, L.L.C.*, et al., Case No. 06966, was filed in the 151st Judicial District Court of Harris County, Texas against Copano, the Individual Defendants and the KMP Defendants, seeking to enjoin the Merger (the "Texas State Action"). The petition alleged, among other things, that the members of the Board breached their fiduciary duties to Copano's unitholders by agreeing to sell the Company for inadequate and unfair consideration and pursuant to an inadequate and unfair process, and that the KMP Defendants aided and abetted such purported breaches.

10. On February 5, 2013, a putative class action captioned *Bruen v. Copano Energy, L.L.C., et al.*, Case No. 2013-07076, was filed in the 295th Judicial District Court of Harris County, Texas, against Copano, the Individual Defendants and the KMP Defendants (the "Bruen State Action"). The petition similarly sought to enjoin the Merger and alleged, among other things, claims for breach of fiduciary duty against the members of the Board, and for aiding and abetting such purported breaches against the KMP Defendants.
11. On February 6, February 13 and February 19, 2013, respectively, plaintiffs Irwin Berlin, Donald E. Welzenbach and Charles E. Hudson (collectively, the "Delaware Individual Plaintiffs") filed three separate putative class actions in the Court against Copano, the Individual Defendants and the KMP Defendants, each of which sought to enjoin the Merger. The complaints generally alleged, among other things, that the members of the Board breached their fiduciary duties to Copano's unitholders by agreeing to sell the Company for inadequate and unfair consideration and pursuant to an inadequate and unfair process, and that the KMP Defendants aided and abetted such purported breaches.
12. On February 12, 2013, a Form S-4 Registration Statement was filed with the Securities and Exchange Commission (the "SEC") in furtherance of the proposed Merger (the "February Registration Statement").
13. On February 25, 2013, the Court entered an order consolidating the three Delaware cases into a single matter, captioned *In re Copano Energy, L.L.C. Shareholder Litigation*, Consolidated C.A. No. 8284-VCN (the "Delaware Action") and designating lead counsel and lead plaintiff. Delaware Lead Plaintiff subsequently served discovery requests on all Defendants.
14. Also on February 25, 2013, plaintiff Bruen filed a Notice of Nonsuit in the 295th Judicial District Court of Harris County, Texas, dismissing all claims against all Defendants in the Bruen State Action.
15. On February 27, 2013, the Court entered an order setting forth a case schedule governing certain preliminary matters in the Delaware Action including, among others, deadlines for the filing of a consolidated complaint and Defendants' responses thereto.
16. On February 28, 2013, the plaintiff in the Texas State Action filed a Motion For Order Compelling Limited Expedited Discovery, along with an Amended Class Action Petition which, among other things, added allegations that the February Registration Statement omitted and/or misrepresented material information in connection with the Merger.
17. Also on February 28, 2013, a class action captioned *Bruen v. Copano Energy, L.L.C., et al.*, Case No. 4:13-CV-00540, was filed in the United States District Court for the Southern District of Texas by Mr. Bruen (the same plaintiff that had filed, and subsequently dismissed, the Bruen State Action against Copano), the Individual Defendants and the KMP Defendants, seeking to enjoin the Merger (the "Texas Federal Action"). The complaint alleged, among other things, that the Individual Defendants breached their fiduciary duties to Copano's unitholders by agreeing to sell the Company for inadequate and unfair consideration and pursuant to an inadequate and unfair process, and that the KMP Defendants aided and abetted such breaches. The complaint further asserted a claim under the federal securities laws alleging that the February Registration Statement omitted and/or misrepresented material information in connection with the Merger.
18. On March 1, 2013, plaintiffs in the Delaware Action filed a Verified Consolidated Class Action Complaint (the "Complaint") which, among other things, added allegations that the February Registration Statement omitted and/or misrepresented material information in connection with the Merger. The KMP Defendants subsequently filed a motion to dismiss, and the Copano Defendants filed an answer to, the Complaint.
19. Also on March 1, 2013, Copano and the KMP Defendants filed a Motion to Stay Proceedings in the Texas State Action.
20. On March 4, 2013, Defendants served responses and objections to plaintiffs' discovery requests in the Delaware Action.
21. Beginning in early March, 2013, Copano provided certain documents to plaintiffs' counsel in the Delaware Action, including Board minutes and presentations to the Board made by Copano's financial advisors. These same documents were subsequently provided to plaintiffs' counsel in the Texas State Action and the Texas Federal Action, pursuant to agreements among the parties to those actions.
22. On March 29, 2013, a final Proxy Statement/Prospectus was filed by Copano with the SEC in connection with the Merger, which stated, among other things, that Copano had scheduled a special meeting of its unitholders for April 30, 2013 to vote on whether to adopt the Merger Agreement.
23. On April 4, 2013, the Court entered a Stipulation and Proposed Order Governing Expedited Proceedings in the Delaware Action providing for, among other things, the production of documents by Defendants on an expedited basis, deposition discovery, a briefing schedule in anticipation of the Delaware plaintiffs' motion for a preliminary injunction, and a preliminary injunction hearing date of April 24, 2013 (the "Delaware Case Schedule").
24. Defendants collectively produced over 25,000 pages of documents in the Delaware Action. These same documents were provided to the Texas State Plaintiffs.
25. Between April 10 and April 12, 2013, pursuant to the Delaware Case Schedule, counsel for plaintiffs in the Delaware Action took the depositions of defendants R. Bruce Northcutt, Copano's Chief Executive Officer and a director, Ernie L. Danner, an independent Copano director, Carl Luna, Copano's Chief Financial Officer, as well as representatives from each of Copano's two financial advisors. Counsel for the Texas Plaintiffs also participated in each of these depositions.
26. On or about April 16, 2013, plaintiff in the Texas State Action provided counsel for Defendants with a copy of their Second Amended Complaint containing new disclosure allegations, which was subsequently filed under seal on or about April 17, 2013.
27. Also on April 16, 2013, plaintiffs in the Delaware Action filed a Motion for Preliminary Injunction with supporting papers, seeking, among other things, to enjoin the Merger and require corrective disclosures.
28. On April 19, 2013, Copano and the Individual Defendants filed an Opposition to the Motion for a Preliminary Injunction, which the KMP Defendants joined.

29. Between April 15 and 21, 2013, counsel for Plaintiffs in the Actions and counsel for Defendants engaged in arm's-length discussions and negotiations regarding the possible resolution of the claims asserted in the Actions. On April 21, 2013, counsel for the Parties reached an agreement-in-principle to settle, dismiss and release all claims asserted in the Actions in consideration of Copano agreeing to make certain additional disclosures concerning the Merger, subject to the execution of a customary "long-form" stipulation and related papers. The Parties entered into a Memorandum of Understanding, dated April 21, 2013 (the "MOU"), which, among other things, set forth certain terms and provisions of the Settlement to be included in the Settlement Stipulation and the additional disclosures Copano agreed to make concerning the Merger.

30. On April 22, 2013, Copano filed with the SEC a Form 8-K which set forth the additional disclosures provided for in the MOU and posted a copy of the Form 8-K on its publically-accessible corporate website.

31. On April 30, 2013, Copano conducted its special meeting of unitholders and the Merger was approved. More than 99 percent of the Copano units that voted, voted in favor of the Merger. The Merger closed on May 1, 2013.

32. On May 13, 2013, the Texas Federal Plaintiff voluntarily dismissed, pursuant to Fed.R.Civ.P 41(a)(1)(A)(i), the Texas Federal Action without prejudice and all claims asserted therein against each and every one of the Defendants, agreeing to intervene in the Texas State Action solely for purposes of pursuing their Fee Application and covenanting not to re-initiate the action in federal court

33. The Parties entered into the Settlement Stipulation on June 4, 2013, and on June 18, 2013, 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.

34. Plaintiffs, through their respective counsel, have conducted an investigation and pursued discovery relating to the claims and the underlying events and transactions alleged in the Actions. Plaintiffs' Counsel have analyzed the evidence adduced during their investigation and through the discovery described above, and have also researched the applicable law with respect to the claims asserted in the Actions and the potential defenses thereto. Additionally, the preliminary injunction briefing described above has provided Plaintiffs and their counsel with a detailed basis upon which to assess the relative strengths and weaknesses of the claims and defenses at issue.

35. Based upon their investigation and prosecution of their claims, Plaintiffs and Plaintiffs' 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 Settlement Stipulation shall in no event be construed as, or deemed to be, evidence of a concession by Plaintiffs of any infirmity in the claims they have asserted.

36. Each of the Defendants vigorously and expressly denies all allegations of wrongdoing, fault, liability, or damage to Plaintiffs as well as each and every other Class Member and further denies that any valid claims have been asserted as to any of them. Each of the Defendants further denies 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 are entering into this Settlement and Stipulation solely to avoid the substantial burden, expense, inconvenience and distraction of continued litigation and to resolve each of the Released Plaintiffs' Claims as against the Released Defendant Persons. The Settlement and this 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 PLAINTIFFS' REASONS FOR THE SETTLEMENT?

37. Plaintiffs and Plaintiff's Counsel believe that the claims asserted against Defendants have merit, and that their diligent prosecution of the claims asserted in the Actions has led to a Settlement where Plaintiffs and the other members of the Class will receive and have received a substantial benefit by means of the Supplemental Disclosures. Based on their direct oversight of the prosecution of the actions they each brought, along with the input of their counsel, Plaintiffs have agreed to the terms and provisions of the Settlement and the Settlement Stipulation, after considering: (i) the substantial benefits that Plaintiffs and the other members of the Class will receive and have received by means of the Supplemental Disclosures; (ii) the attendant risks of litigation; and (iii) the desirability of permitting the Settlement to be consummated as provided by the terms of the Settlement Stipulation.

38. THE DELAWARE COURT HAS NOT FINALLY DETERMINED THE MERITS OF THE CLAIMS MADE BY 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?

39. In consideration for the full and final settlement and dismissal with prejudice of the Actions, and the release by the Releasing Plaintiff Persons of any and all Released Plaintiff Claims as against the Released Defendant Persons, Copano agreed to make, and has already made, certain additional disclosures concerning the Merger set forth in Exhibit 1 annexed hereto (the "Supplemental Disclosures"). The parties expressly agree that neither Plaintiffs nor Plaintiffs' Counsel are entitled to, or shall seek, any additional disclosures or any other relief as a condition of the Settlement or in return for the releases and liability protections set forth herein.

40. Except as otherwise expressly provided within the Settlement Stipulation, no Defendant nor any Released Defendant Person shall have any obligation to pay, or responsibility or liability for, any additional amounts, expenses, costs, damages or fees to or for the benefit of Plaintiffs or any Class Member in connection with the Actions or this Settlement, other than attorneys' fees and expenses that may be awarded by the Court.

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

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

All Persons who held Copano Energy, L.L.C. common units at any time during the period beginning on August 28, 2012 through and including May 1, 2013 (the "Class Period") (including, without limitation, the Texas Plaintiffs), and each of their transferees, successors and assigns. Excluded from the Class are Defendants, their Immediate Families and their affiliates.

PLEASE NOTE: RECEIPT OF THIS NOTICE DOES NOT MEAN THAT YOU ARE A CLASS MEMBER.

WHAT RIGHTS ARE BEING COMPROMISED BY THE SETTLEMENT?

42. 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 Action and the Texas State 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) (regardless of whether such Person has objected to the Settlement and/or any Fee Application) 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 and on the merits, 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 all of the claims asserted by any and all of the Texas Plaintiffs in each and every one of the Texas Actions**); 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.

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

- a. (i) 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 definition 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 acknowledge (and the other Releasing Defendant Persons shall be deemed by operation of the Judgment to have acknowledged) that the term "Unknown" in the definition 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) 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 it/she/he 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) 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 any 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.

44. "Releasing Plaintiff Persons" means each and all of the following: Plaintiffs and each Class Member (including, without limitation, the Texas Plaintiffs) (regardless of whether such Person has objected to the Settlement and/or any Fee Application), 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 their behalf any of the Released Plaintiff Claims (or to obtain the proceeds of any recovery therefrom), whether in whole or in part.

45. "Releasing Defendant Persons" means the Defendants and each 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 their behalf any of the Released Defendant Claims or to obtain the proceeds of any recovery therefrom in whole or in part.

46. "Released Plaintiff Claims" means: (i) 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; (ii) 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; (iii) 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 Copano), no matter how asserted; (iv) that previously existed, currently exist, or that exist as of the date of the approval of the Settlement by the Court; (v) 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 Copano common units, its/her/his status as Copano unitholders, or its/her/his Copano unitholdings during the Class Period; and (vi) 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 Copano, KMP 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) any fiduciary obligations of any of the Defendants in connection with the Merger or the Merger Agreement, including the negotiation and consideration of the Merger or any disclosures related thereto, (G) the January 29, 2013 Voting Agreement by and between Copano, KMP, KM GP, and TPG Copenhagen, L.P., (H) any actual or potential conflicts of interest by any Defendant or any of the Defendants' advisors, and/or (I) 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 Actions, including in each of the underlying complaints, pleadings, or briefs filed by Plaintiffs therein including, without limitation, in the Texas Actions and the Bruen State Action. "Released Plaintiff Claims" shall not, however, include any claims to enforce the Settlement, the Judgment or this Stipulation or any provisions or parts thereof.

47. "Released Defendant Claims" means (i) 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; (ii) 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; (iii) 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; (iv) that previously existed, currently exist, or that exist as of the date of the approval of the Settlement by the Court; (v) 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 (vi) arising out of or relating to the filing, prosecution or resolution of the Actions. "Released Defendant Claims" shall not, however, include any claims to enforce the Settlement, the Judgment or this Stipulation or any provisions or parts thereof.

48. "Released Plaintiff Persons" means each of the Plaintiffs, all Class Members, their respective counsel and each of their past and/or present family members, heirs, principals, trustees, executors, administrators, successors, attorneys, representatives, estates, financial advisors, estate managers, assigns, insurers and reinsurers.

49. "Released Defendant Persons" means each of: (i) the Defendants; (ii) each of the Defendants' respective past and/or present affiliates, subsidiaries, parents, general partners, limited partners and any Person in which any Defendant has or had a Controlling Interest (the "Defendant Releasees"); and (iii) 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.

50. "Released Claims" means collectively the Released Defendant Claims and the Released Plaintiff Claims. "Released Persons" means collectively the Released Defendant Persons and the Released Plaintiff Persons.

- 51. "Releasing Persons" means collectively the Releasing Defendant Persons and the Releasing Plaintiff Persons.
- 52. "Texas Actions" means collectively the Texas Federal Action, the Texas State Action and the Bruen State Action.
- 53. "Texas Plaintiffs" means the Texas Federal Plaintiff and the Texas State Plaintiff.

54. All proceedings in the Delaware Action (other than such proceedings as may be necessary to carry out the terms and conditions of the Settlement) and in the Texas State Action (other than such proceedings specifically authorized in the Stipulation) are stayed and suspended until further order of the Court. Pending final determination by the Court of whether the Settlement should be approved, Delaware Lead Plaintiff and all other members of the Class (including, without limitation, the Texas Plaintiffs), or any of them, are barred and enjoined from commencing, prosecuting, maintaining, participating in, instigating or in any way asserting any of the Released Plaintiff Claims (including, without limitation, those claims asserted in the Texas Actions) against any of the Released Defendant Persons.

WHAT PAYMENT ARE THE ATTORNEYS FOR THE CLASS SEEKING? HOW WILL THE LAWYERS BE PAID?

55. Plaintiffs' Counsel (including plaintiffs' counsel in the Texas Actions) 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. The Parties have agreed to negotiate in good faith regarding an agreed-upon amount of Plaintiffs' attorneys' fees and Litigation Expenses related to the Actions, but as of yet have not reached any agreements or understandings with respect thereto. The Parties have agreed that any Fee Application relating to the Delaware Action shall be filed only in the Delaware Court and that any Fee Application relating to any of the Texas Actions shall be filed only in the Texas State. If the Court approves the Settlement, Delaware Lead Counsel intends to ask the Court for an award of attorneys' fees and expenses in an amount not to exceed \$450,000 (including costs, disbursements, and expert and consultant fees) in connection with the Delaware Action. The Defendants have agreed not to oppose this application. In the absence of an agreement among the Parties, the various firms representing for the Texas Plaintiffs in the Texas Actions collectively intend to file a Fee Application in Texas State Court in an amount of not more than \$950,000 total. The Defendants have reserved the right to oppose, in whole or in part, any such Fee Application other than on grounds that the Fee Application is proceeding in the wrong court.

56. Any attorneys' fees and/or Litigation Expenses that are awarded by the Court shall be paid by Copano (or its successor in interest), on behalf of and for the benefit of itself and the Defendants in the Actions, to Delaware Lead Counsel within ten (10) business days after the later of: (a) the Effective Date; or (b) the order awarding fees and/or Litigation Expenses is entered by the Court. Any attorneys' fees and/or Litigation Expenses that are awarded by the Texas State Court or the Texas Federal Court shall be paid by Copano (or its successor in interest), on behalf of and for the benefit of itself and the Defendants in the Actions, to the relevant plaintiffs' counsel within ten (10) business days after the later of: (a) the order awarding those fees and/or Litigation Expenses is entered; or (b) the Effective Date.

57. Any payment to Plaintiffs' Counsel shall be subject to Plaintiffs' Counsel's obligation to make appropriate refunds if: (a) the Settlement Stipulation is terminated pursuant to the terms of the Settlement Stipulation, and/or (b) as a result of any appeal or further proceedings on remand, or successful collateral attack, the award of attorneys' fees and Litigation Expenses is reduced, vacated or reversed. Plaintiffs' Counsel shall make the appropriate refund or repayment in full no later than ten (10) business days after receiving from Defendants' Counsel or from a court of appropriate jurisdiction notice of the termination of the Settlement or notice of any reduction of the award of attorneys' fees and Litigation Expenses.

58. The Court is to consider and rule upon the fairness, reasonableness, and adequacy of the Settlement independently of any consideration and/or ruling on any Fee Application. The Settlement, this 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 Litigation Expenses to any of Plaintiffs' Counsel. An award of attorneys' fees and Litigation Expenses in any of the Actions is neither a necessary term nor a condition of this Stipulation and Settlement. Any orders or proceedings relating to any request by Plaintiffs' Counsel for attorneys' fees and Litigation Expenses or any appeal from any such order – including, without limitation, any decision by the Texas State Court to deny, in whole or in part, any Fee Application presented to it or a judicial determination that any Fee Application filed in any other court should be heard in this Court – shall not: (a) operate to modify, terminate or cancel this Settlement; (b) affect or delay the validity or finality of the Judgment or any other orders entered by the Court giving effect to this Stipulation; (c) affect or delay the Effective Date; (d) provide any grounds or otherwise permit Plaintiffs, any other Class Member or Plaintiffs' Counsel to cancel, terminate or withdraw from the Stipulation or the Settlement; and/or (e) affect or delay the validity of the Settlement.

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?

59. 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.

60. As a Class Member, you are represented by Delaware Lead Plaintiff and Delaware 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 below.

61. The Settlement Hearing will be held on September 9, 2013 at 2:00 p.m. before Vice Chancellor John W. Noble, at the Court of Chancery in the Kent County Courthouse, 38 The Green, Dover, DE 19901. The Court reserves the right to approve the Settlement 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 or Delaware 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 August 30, 2013. You must also serve the papers on Delaware Lead Counsel and Defendants' Counsel at the addresses set forth below so that the papers are *received* on or before August 30, 2013.

Register in Chancery

Register in Chancery
Court of Chancery
Kent County Courthouse
38 The Green
Dover, DE 19901

Delaware Lead Counsel

Peter Andrews, Esq.
Faruqi & Faruqi, LLP
20 Montchanin Rd. Suite 145
Wilmington, DE 19807

Defendants' Counsel

Bradley R. Aronstam, Esq.
Seitz Ross Aronstam
& Moritz LLP
100 S. West Street, Suite 400
Wilmington, DE 19801
Kevin R. Shannon, Esq.
Potter Anderson & Corroon LLP
Hercules Plaza – 6th Floor
1313 North Market Street
P.O. Box 951
Wilmington, DE 19899

63. Any objection to the Settlement and/or the Fee Application filed by Delaware Lead Counsel (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; (c) be accompanied by any documents and other materials such Person wishes the Court to consider and (d) must demonstrate that the objector is a member of the Class by including documents sufficient to prove that the objector held shares of Copano common units during the Class Period. You may not object to the Settlement or the motion for attorneys' fees and reimbursement of Litigation Expenses if you are not a member of the Class.

64. You may file a written objection without having to appear at the Settlement Hearing. You may not, however, appear at the Settlement Hearing to present your objection unless you first filed and served a written objection in accordance with the procedures described above, unless the Court orders otherwise.

65. If you wish to be heard orally at the hearing in opposition to the approval of the Settlement and/or the Fee Application filed by Delaware Lead Counsel, and if you file and serve a timely written objection as described above, you must also file a notice of appearance with the Register in Chancery and serve it on Delaware Lead Counsel and Defendants' Counsel at the addresses set forth above so that it is *received* on or before August 30, 2013. Persons or entities who intend to object and desire to present evidence at the Settlement Hearing must include in their written objection or notice of appearance the identity of any witnesses they may call to testify and exhibits they intend to introduce into evidence at the Settlement Hearing.

66. You are not required to hire an attorney to represent you in making written objections or in appearing at the Settlement Hearing. However, if you decide to hire an attorney, it will be at your own expense, and that attorney must file a notice of appearance with the Register in Chancery and serve it on Delaware Lead Counsel and Defendants' Counsel at the addresses set forth above so that the notice is *received* on or before August 30, 2013.

67. The Settlement Hearing may be adjourned by the Court without further written notice to the Class. If you intend to attend the Settlement Hearing, you should confirm the date and time with Delaware Lead Counsel.

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 or Delaware Lead Counsel's Fee Application. Class Members do not need to appear at the hearing or take any other action to indicate their approval.

CAN I SEE THE COURT FILE? WHOM SHOULD I CONTACT IF I HAVE QUESTIONS?

68. This Notice contains only a summary of the terms of the proposed Settlement. For more detailed information about the matters involved in the Delaware Action, you are referred to the papers on file in the Action, including the Settlement Stipulation, which may be inspected, unless sealed, during regular business hours of each business day at the Office of the Register in Chancery in the Court of Chancery in the State of Delaware, Kent County Courthouse, 38 The Green, Dover, DE 19901. Additionally, copies of the Settlement Stipulation and any related orders entered by the Court will be available at the following web address: <http://settlement.copanoenergy.com>. All inquiries concerning this Notice should be directed to: Peter Andrews, Esq., Faruqi & Faruqi, LLP, 20 Montchanin Rd. Suite 145, Wilmington, DE 19807.

DO NOT CALL OR WRITE THE COURT OR THE OFFICE OF THE REGISTER IN CHANCERY REGARDING THIS NOTICE.

NOTICE TO PERSONS OR ENTITIES HOLDING RECORD OWNERSHIP ON BEHALF OF OTHERS.

69. If you held Copano common units during the Class Period for the beneficial interest of a person or entity other than yourself, you should promptly request from Copano sufficient copies of the Notice to forward to all such beneficial owners or provide a list of the names and addresses of all such beneficial owners to *In re Copano Energy, L.L.C., Shareholder Litigation*, c/o GCG, PO Box 9990, Dublin, Ohio, 43017-5990. If you choose the second option, Copano will send copies of the Notice to the beneficial owners. Copies of this Notice may also be obtained from the following website: <http://settlement.copanoenergy.com>.

Dated: June 26, 2013

BY ORDER OF THE COURT

/s/ Karlis Johnson
Register in Chancery



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

FORM 8-K

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

Date of Report (Date of earliest event reported): April 22, 2013

COPANO ENERGY, L.L.C.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

001-32329
(Commission
File Number)

51-0411678
(I.R.S. Employer
Identification No.)

1200 Smith Street, Suite 2300
Houston, Texas 77002
(Address of principal executive offices) (Zip Code)

(713) 621-9547
(Registrant's telephone number, including area code)

Not Applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 8.01. Other Events

This Form 8-K is being filed in connection with a memorandum of understanding (a “memorandum of understanding”) regarding the settlement of certain litigation relating to, among other things, the Agreement and Plan of Merger (the “Merger Agreement”), dated as of January 29, 2013, by and among Copano Energy, L.L.C., a Delaware limited liability company (“Copano”), Kinder Morgan Energy Partners, L.P., a Delaware limited partnership (“Kinder Morgan”), Kinder Morgan G.P., Inc., a Delaware corporation and the general partner of Kinder Morgan and Javelina Merger Sub LLC, a Delaware limited liability company and a direct, wholly owned subsidiary of Kinder Morgan (“Merger Sub”) providing for the merger (the “Merger”) of Merger Sub with and into Copano with Copano surviving as a wholly owned subsidiary of Kinder Morgan.

As previously disclosed in the definitive proxy statement filed with the Securities and Exchange Commission (the “SEC”) by Copano on March 29, 2013 (the “proxy statement”), three putative class action lawsuits challenging the proposed transaction have been filed on behalf of Copano unitholders and are currently pending in Delaware state court, Texas state court and federal court respectively. The actions are captioned *In re Copano Energy, L.L.C. Shareholder Litigation*, Case No. 8284-VCN (Del. Ch.), *Schultes v. Copano Energy, L.L.C., et al.*, No. 06966 (Tex. Dist. Ct. Harris County) and *Bruen v. Copano Energy, L.L.C., et al.*, No. 4:13-CV-00540 (S.D. Tex.).

On April 22, 2013, solely to avoid the costs, risks, and uncertainties inherent in litigation and without admitting any liability or wrongdoing, Copano and the other named defendants in the actions entered into a memorandum of understanding with the plaintiffs in the actions to settle the cases.

The defendants believe that no further disclosure is required to supplement the proxy statement under applicable laws; however, to avoid the risk that the litigation may delay or otherwise adversely affect the consummation of the Merger and to minimize the expense of defending such action, Copano has agreed, pursuant to the terms of the proposed settlement, to make certain supplemental disclosures related to the proposed Merger, all of which are set forth below. The memorandum of understanding contemplates that the parties will enter into a stipulation of settlement. The stipulation of settlement will be subject to customary conditions, including court approval following notice to Copano’s unitholders. In the event that the parties enter into a stipulation of settlement, a hearing will be scheduled by the court to consider the fairness, reasonableness, and adequacy of the settlement. In the event a stipulation of settlement is entered into, written notice to unitholders will be provided, which notice will contain pertinent information concerning the judicial approval process and the rights of class members with respect to that process. If the settlement is finally approved by the court, it will resolve and release all claims in all actions that were or could have been brought challenging any aspect of the proposed Merger, the Merger Agreement, and any disclosure made in connection therewith, among other claims, pursuant to terms that will be disclosed to unitholders prior to final approval of the settlement. In addition, in connection with the settlement, the parties contemplate that plaintiffs’ counsel will file a petition in the court for an award of attorneys’ fees and expenses to be paid by Copano or its successor, which the defendants may oppose. Copano or its successor will pay or cause to be paid any attorneys’ fees and expenses awarded by the court. There can be no assurance that the parties will ultimately enter into a stipulation of settlement or that the court will approve the settlement even if the parties were to enter into such stipulation. In such event, the proposed settlement as contemplated by the memorandum of understanding may be terminated.

SUPPLEMENT TO COPANO PROXY STATEMENT

In connection with the settlement of the outstanding unitholder suits, Copano Energy, L.L.C. has agreed to make these supplemental disclosures to the proxy statement. This supplemental information should be read in conjunction with the proxy statement, which should be read in its entirety. Page references in the below disclosures are to the proxy statement, and defined terms used but not defined herein have the meanings set forth in the proxy statement.

Proposal 1: The Merger—Background of the Merger

The following is added directly after the fourth sentence of the second full paragraph beginning on page 54:

At this meeting, Barclays presented a list of 12 companies representing a broad spectrum of potential merger partners the Company might wish to consider.

The following is added directly before the final sentence of the second full paragraph beginning on page 54:

The strategic alternatives included seeking a merger partner or remaining independent and operating the Company on a stand-alone basis, the latter option expected to involve considering additional joint venture opportunities from time to time and potentially seeking to raise additional capital chiefly for the purpose of funding organic expansion opportunities.

The following is added directly before the final sentence of the third full paragraph beginning on page 54:

The Board initially directed Barclays to contact four potential merger partners, but a few weeks after this also decided that Barclays should contact Kinder Morgan.

The following is added directly after the first sentence of the first full paragraph beginning on page 55:

All of the companies contacted were strategic buyers and none were private equity firms.

The second sentence of the second full paragraph beginning on page 57 is hereby deleted and replace with the following:

The Copano board of directors, which had previously discussed Barclays' investment banking relationship with Kinder Morgan and its affiliates, was provided on January 17 with information from Barclays regarding the amount of underwriting and investment banking fees paid to Barclays by the interested parties who had submitted bids, including Kinder Morgan and its affiliates, for services rendered by Barclays in 2011 and 2012, which in the case of Kinder Morgan totaled \$114 million in respect of twenty one assignments and in the case of the two other bidders totaled approximately \$17 million and \$0.4 million respectively.

Proposal 1: The Merger—Opinions of Copano's Financial Advisors

The section of the proxy statement "Proposal 1: The Merger—Opinions of Copano's Financial Advisors" beginning on page 62 is hereby amended and supplemented as follows:

The first full paragraph beginning on page 67 is hereby deleted and replaced with the following:

With respect to Copano, the discounted cash flow analysis was performed using the Copano Case I Projections and the Copano Case II Projections (see "Proposal 1: The Merger—Copano Projected Financial Information" for a further description of the Copano Case I Projections and Copano Case II Projections). To calculate the estimated enterprise value ranges in the discounted cash flow analyses for Copano for each of the Copano Case I Projections and Copano Case II Projections, Barclays added (i) estimated unlevered free cash flows in millions of (\$110), \$231, \$345, and \$406 for Case I and of (\$306), (\$48), \$184 and \$389 for Case II for fiscal years 2013 through 2016, respectively to (ii) the estimated residual enterprise value at the end of the forecast period, or the "terminal value" of Copano, as of December 31, 2016, and discounted such amounts to their net present value using a range of selected discount rates. Barclays calculated "unlevered free cash flows" as estimated Adjusted EBITDA, as prepared by Copano management, which represents earnings before interest, taxes and depreciation and amortization, referred to as EBITDA, plus expenses related to the amortization of commodity derivative options, distributions from unconsolidated affiliates, and equity-based compensation expenses; less equity in earnings/(loss) from unconsolidated affiliates; adjusted to remove the impact of certain other estimated non-cash operating items on EBITDA, less estimated maintenance capital expenditures, less estimated growth capital expenditures, and plus or minus estimated changes in working capital. For each case, Barclays used a nominal discount rate range of 8.0% to 10.5%. The discount rates were based on Barclays' analysis in accordance with the capital asset pricing model of the weighted average cost of capital for Copano as well as the weighted average cost of capital for gathering and processing, referred to as G&P, master limited partnerships, each of which is referred to as an MLP, with similar size and similar operations, to Copano, as applicable. The terminal value of Copano was estimated by applying enterprise value multiples ranging from 10.0x to 14.0x to the estimate of EBITDA for 2016 for Copano for each of the Copano Case I Projections and Copano Case II Projections. Such enterprise value multiples were derived using information from the comparable company analysis described below and based upon Barclays' professional judgment. Based on the Copano Case I Projections and the discounted cash flow analysis described above, Barclays selected an enterprise value reference range of \$4.0 billion to \$5.0 billion for Copano, which implied an equity value reference range of \$32.17 to \$42.60 per Copano common unit. Based on the Copano Case II Projections and the foregoing discounted cash flow analysis described above, Barclays selected an enterprise value reference range of \$4.6 billion to \$6.0 billion for Copano, which implied an equity value reference range of \$38.43 to \$53.04 per Copano common unit.

The second full paragraph beginning on page 67 is hereby deleted and replaced with the following:

To calculate the estimated per unit equity value range of Kinder Morgan common units using discounted cash flow analysis, Barclays added (i) projected distributions per Kinder Morgan common unit for fiscal years 2013 through 2016 based on the Kinder Morgan Projections to (ii) the estimated terminal value of Kinder Morgan's common unit price, as of December 31, 2016, and discounted such amounts to their net present value using a range of selected discount rates. Specifically, Barclays used a discount rate range of 10.0% to 14.0%. The discount rates were based on Barclays' analysis in accordance with the cost of equity capital for MLPs with similar size and operations to those of Kinder Morgan. The cost of equity capital was calculated as the current yield, based on the latest announced annualized distribution for each such MLP divided by the applicable limited partner unit price as of

January 28, 2013, plus the 2-year projected cumulative annual distribution growth rate, calculated using Kinder Morgan Research Projections for 2013 and 2014. The terminal value of Kinder Morgan's common unit price was estimated by applying long-term yields ranging from 6.5% to 4.5% to Kinder Morgan's estimated 2016 LP Distribution. Such long-term yields were derived using information from the comparable company analysis described below based upon Barclays' professional judgment. Based on the discounted cash flow analysis described above for Kinder Morgan, Barclays selected an equity value reference range of \$80.00 to \$102.50 per Kinder Morgan common unit.

The third full paragraph beginning on page 67 is hereby deleted and replaced with the following:

Based upon Barclays' judgments and using the Kinder Morgan Projections, the discounted cash flow methodology yielded implied exchange ratios ranging from 0.3139 Kinder Morgan common units per Copano common unit (assuming, as described above, an equity value of \$32.17 per Copano common unit and an equity value of \$102.50 per Kinder Morgan common unit) to 0.5325 Kinder Morgan common units per Copano common unit (assuming, as described above, an equity value of \$42.60 per Copano common unit and an equity value of \$80.00 per Kinder Morgan common unit) for the Copano Case I Projections and ranging from 0.3749 Kinder Morgan common units per Copano common unit (assuming, as described above, an equity value of \$38.43 per Copano common unit and an equity value of \$102.50 per Kinder Morgan common unit) to 0.6630 Kinder Morgan common units per Copano common unit (assuming, as described above, an equity value of \$53.04 per Copano common unit and an equity value of \$80.00 per Kinder Morgan common unit) for the Copano Case II Projections. Barclays noted that the exchange ratio to be offered to holders of Copano common units of 0.4563 Kinder Morgan common units per Copano common unit falls within the implied exchange ratio range for both cases.

The following is added directly after the second sentence of the first full paragraph beginning on page 68:

The approximate LQA yields and DCF yields calculated for these comparable companies using publicly available information are as follows:

Comparable MLP	DCF Yield			LQA Yield
	2012E	2013E	2014E	
Access Midstream Partners, L.P.	4.91%	6.42%	7.11%	4.80%
Atlas Pipeline Partners, L.P.	6.70%	7.30%	8.34%	6.75%
Crestwood Midstream Partners LP	7.48%	8.29%	8.41%	7.85%
Crosstex Energy, L.P.	9.39%	9.14%	9.58%	7.78%
DCP Midstream Partners, LP	5.33%	6.57%	7.22%	6.10%
Markwest Energy Partners, L.P.	6.96%	6.76%	8.04%	6.11%
Regency Energy Partners LP	7.45%	7.64%	8.32%	7.58%
Southcross Energy Partners, L.P.	4.08%	6.89%	8.10%	6.67%
Summit Midstream Partners, LP	8.41%	8.90%	9.54%	7.47%
Targa Resources Partners LP	6.79%	7.07%	8.20%	6.68%
Western Gas Partners, LP	4.36%	4.87%	5.51%	4.02%

The following is added directly after the second full paragraph on page 68:

Based upon these judgments, Barclays selected an equity value reference range of \$28.00 to \$38.00 per Copano common unit.

The following is added directly after the first sentence of the first full paragraph beginning on page 69:

The approximate Current LP yields and DCF yields calculated for these comparable companies using publicly available information are as follows:

Comparable MLP	DCF Yield			Current LP Yield
	2012E	2013E	2014E	
Enbridge Energy Partners, L.P.	6.53%	7.16%	7.81%	7.25%
Energy Transfer Partners, L.P.	7.32%	7.84%	8.51%	7.67%
Enterprise Products Partners L.P.	6.08%	6.54%	6.99%	4.60%
ONEOK Partners, L.P.	5.14%	5.23%	5.78%	4.59%
Plains All American Pipeline, L.P.	5.42%	5.34%	5.64%	4.13%
Williams Partners L.P.	5.96%	6.86%	8.05%	6.34%

The following is added directly after the last sentence to the second full paragraph on page 69:

Based upon these judgments, Barclays selected an equity value reference range of \$72.50 to \$100.00 per Kinder Morgan common unit.

The third full paragraph beginning on page 69 is hereby deleted and replaced with the following:

Based upon Barclays' judgments, Barclays' comparable company analysis yielded implied exchange ratios ranging from 0.2800 Kinder Morgan common units per Copano common unit (assuming, as described above, an equity value of \$28.00 per Copano common unit and an equity value of \$100.00 per Kinder Morgan common unit) to 0.5241 Kinder Morgan common units per Copano common unit (assuming, as described above, an equity value of \$38.00 per Copano common unit and an equity value of \$72.50 per Kinder Morgan common unit). Barclays noted that the exchange ratio to be offered to holders of Copano common units of 0.4563 Kinder Morgan common units per Copano common unit falls within the implied exchange ratio range as calculated in Barclays' comparable company analysis.

The fourth full paragraph beginning on page 69 is hereby deleted and replaced with the following:

Barclays evaluated the publicly available price targets of Copano common units and Kinder Morgan common units published by independent equity research analysts associated with various Wall Street firms, which is referred to as Wall Street Research. Barclays used these research analyst price targets to calculate implied equity value per unit ranges for each of the Copano common units and the Kinder Morgan common units. Barclays' analysis of equity research analyst price targets yielded implied exchange ratios ranging from 0.3061 to 0.4940 Kinder Morgan common units per Copano common unit. Barclays noted that the exchange ratio to be offered to holders of Copano common units of 0.4563 Kinder Morgan common units per Copano common unit falls within the implied exchange ratio as calculated by Barclays' analysis of equity research price targets.

The following is added directly after the first sentence of the first full paragraph beginning on page 70:

The enterprise multiples and equity value multiples calculated for the Selected Transactions are as follows:

Selected Transaction	Enterprise Value as a Multiple of LTM EBITDA	Equity Value as a Multiple of LTM DCF
Duncan Energy Partners L.P. / Enterprise Products Partners L.P.	19.8x	19.0x
TEPPCO Partners, L.P. / Enterprise Products Partners L.P.	11.0x	9.7x
Pacific Energy Partners, L.P. / Plains All American Pipeline, L.P.	17.3x	19.2x
Kaneb Pipe Line Partners, L.P. / Valero L.P.	13.8x	19.4x
Gulfterra Energy Partners, L.P. / Enterprise Products Partners L.P.	15.0x	17.3x
Santa Fe Pacific Pipeline Partners, L.P. / Kinder Morgan Energy Partners, L.P.	12.7x	18.5x

The second full paragraph beginning on page 70 is hereby deleted and replaced with the following:

The reasons for and the circumstances surrounding each of the Selected Transactions were diverse, and there are inherent differences between the businesses, operations, financial conditions and prospects of Copano and

the MLPs included in the comparable transaction analysis. Accordingly, Barclays believed that a purely quantitative comparable transaction analysis would not be particularly meaningful in the context of considering the merger. Barclays therefore made qualitative judgments concerning differences between the characteristics of the Selected Transactions and the merger which would affect the acquisition values of the selected target MLPs and Copano. Based upon these judgments, Barclays selected an equity value reference range for the merger of \$2.5 billion to \$3.5 billion, which implied an equity value reference range of \$26.39 to \$36.83 per Copano common unit. Barclays noted that the implied value per Copano common unit in the merger, based on Kinder Morgan common unit's closing price of \$89.67 on January 28, 2013 and the exchange ratio of 0.4563, was \$40.92 per Copano common unit.

The following is added directly after the second sentence of the first full paragraph beginning on page 71:

The premiums calculated based on this methodology are as follows:

Selected Transaction	Premiums Paid Based on Acquisition Price		
	1-Day	30-Day	60-Day
Duncan Energy Partners L.P. / Enterprise Products Partners L.P.	36.1%	40.1%	42.9%
TEPPCO Partners, L.P. / Enterprise Products Partners L.P.	9.3%	14.9%	34.2%
Pacific Energy Partners, L.P. / Plains All American Pipeline, L.P.	11.2%	12.4%	10.4%
Kaneb Pipe Line Partners, L.P. / Valero L.P.	21.2%	20.8%	26.3%
Gulfterra Energy Partners, L.P. / Enterprise Products Partners L.P.	2.2%	5.8%	2.8%
Santa Fe Pacific Pipeline Partners, L.P. / Kinder Morgan Energy Partners, L.P.	31.8%	40.3%	40.8%

The following is added at the top of page 78:

The Current LP Yield, 2013E Yield and 2014E Yield calculated by Jefferies for each of the Copano Selected Public Companies are as follows:

Copano Selected Public Company	Distributed Cash Flow		
	Current LP Yield	2013E LP Yield	2014E LP Yield
Access Midstream Partners, L.P.	5.0%	5.5%	6.3%
Atlas Pipeline Partners, L.P.	6.9%	7.5%	8.8%
Crestwood Midstream Partners LP	8.0%	8.2%	8.5%
Crosstex Energy, L.P.	7.9%	8.3%	9.2%
DCP Midstream Partners, LP	6.2%	6.6%	7.1%
MarkWest Energy Partners, L.P.	6.1%	6.5%	7.3%
Penn Virginia Resource Partners, L.P.	8.4%	8.9%	9.3%
Regency Energy Partners LP	7.7%	7.9%	8.2%
Targa Resources Partners LP	6.9%	7.3%	8.0%
Western Gas Partners, LP	4.1%	4.5%	5.1%

The table titled "Copano Selected Public Companies Analysis" on page 78 is hereby deleted and replaced with the following:

Copano Selected Public Companies Analysis

Benchmark	High	Low	Mean	Median	Implied Yield	Implied LP
					Range for Copano	Unit Price for Copano
Current LP Yield	8.4%	4.1%	6.7%	6.9%	6.25% - 7.25%	\$31.72 - \$36.80
2013E Yield	8.9%	4.5%	7.1%	7.4%	6.75% - 7.75%	\$31.20 - \$35.82
2014E Yield	9.3%	5.1%	7.8%	8.1%	7.50% - 8.50%	\$33.04 - \$37.44

The following is added at the top of page 79:

The Current LP Yield, 2013E Yield and 2014E Yield calculated by Jefferies for each of the Kinder Morgan Selected Public Companies are as follows:

Kinder Morgan Selected Public Company	Distributed Cash Flow		
	Current LP Yield	2013E LP Yield	2014E LP Yield
Enbridge Energy Partners, L.P.	7.2%	7.4%	7.5%
Energy Transfer Partners, L.P.	7.7%	7.9%	8.2%
Enterprise Products Partners, L.P.	4.7%	4.9%	5.3%
ONEOK Partners, L.P.	4.7%	5.1%	5.6%
Plains All American Pipeline, L.P.	4.4%	4.5%	5.0%
Williams Partners L.P.	6.6%	6.9%	7.4%

The table titled "Kinder Morgan Selected Public Companies Analysis" on page 79 is hereby deleted and replaced with the following:

Kinder Morgan Selected Public Companies Analysis

Benchmark	High	Low	Mean	Median	Implied Yield Range for Kinder Morgan	Implied LP Unit Price for Kinder Morgan
Current LP Yield	7.7%	4.4%	5.9%	5.7%	5.50%- 6.50%	\$79.38 - \$93.82
2013E Yield	7.9%	4.5%	6.1%	6.0%	5.75%- 6.75%	\$78.52 - \$92.17
2014E Yield	8.2%	5.0%	6.5%	6.5%	6.00%- 7.00%	\$80.43 - \$93.83

The second full paragraph beginning on page 79 is hereby deleted and replaced with the following:

Jefferies applied multiple yield ranges based on the selected public companies analysis to corresponding financial data for Copano (based on management forecasts and other publicly available data) and Kinder Morgan (based on Wells Fargo market research and other publicly available data) to calculate an implied exchange ratio reference range. The selected public companies analysis indicated a range of implied values per Copano common unit and Kinder Morgan common unit, which in turn indicated an implied exchange ratio reference range of 0.338 to 0.466 Kinder Morgan common units per Copano common unit, as compared to the merger exchange ratio of 0.4563 of a Kinder Morgan common unit per Copano common unit.

The following is added at the top of page 81:

The Transaction Value / NTM EBITDA calculated by Jefferies for each of the Selected Comparable Transactions is as follows:

Buyer	Seller	Transaction Value / NTM EBITDA
Access Midstream Partners, L.P.	Chesapeake Energy Corporation	8.2x
Targa Resources Partners LP	Saddle Butte Pipeline, LLC	13.7x
NuStar Energy L.P.	TexStar Midstream Services, LP	16.3x
NGL Energy Partners LP	High Sierra Energy, LP	10.3x
Penn Virginia Resource Partners, L.P.	Chief E&D Holdings LP	14.3x

Williams Partners L.P.	Caiman Energy, LLC	12.5x
Enbridge Energy Partners, L.P.	Atlas Pipeline Partners, L.P.	6.8x
Atlas Pipeline Partners, L.P.	Anadarko Petroleum Corporation	13.9x

The following is added directly after the first sentence of the third full paragraph beginning on page 82:

The premiums calculated based on this methodology are as follows:

Selected MLP Merger Transaction	Premiums Paid Represented by Offer Price or Merger Consideration		
	1-Day	30-Day	60-Day
TEPPCO Partners, L.P. / Enterprise Products Partners L.P.	9.3%	15.6%	34.2%
Pacific Energy Partners, L.P. / Plains All American Pipeline, L.P.	10.6%	11.5%	14.9%
Kaneb Pipe Line Partners, L.P. / Valero L.P.	20.7%	21.6%	28.2%
Gulfterra Energy Partners, L.P. / Enterprise Products Partners L.P.	2.2%	5.8%	2.8%

Proposal 1: The Merger—Copano Projected Financial Information

The second full paragraph beginning on page 84 is hereby deleted and replaced with the following:

The following tables present summaries of financial projections under the two scenarios of expected future growth and margins prepared by Copano's management as of November 2012 for the fiscal years ending 2013 through 2016: (a) a scenario prepared by Copano's management assuming low growth and relatively constant margins, referred to as the Copano Case I Projections (which projections were provided to Barclays), and (b) a scenario prepared by Copano's management assuming higher growth and escalating margins, referred to as the Copano Case II Projections (which projections were provided to both Barclays and Jefferies).

The Copano Case I projections presented below were an iteration of projections done at various times by the Company, including a set of projections provided by management to Barclays in connection with their presentation at the August 28, 2012 board meeting, and were provided by management to Barclays, following discussions between the Company and Barclays in mid-January 2013 in which it was concluded that a version of projections that reduced certain future revenue assumptions (i.e., Case I) should be prepared by the Company and furnished to Barclays.

The tables titled "Copano Case I Projections" and "Copano Case II Projections" on page 84 are hereby deleted and replaced with the following:

Copano Case I Projections

	Year Ended December 31,			
	2013E	2014E	2015E	2016E
	(dollars in thousands except per unit values and ratios)			
Net Income	\$ 134,493	\$ 159,713	\$ 181,917	\$ 199,072
Adjusted EBITDA	348,456	397,376	423,863	449,450
Total Distributable Cash Flow to Common Units	238,929	292,577	313,965	335,666
Maintenance Capex	(20,000)	(20,000)	(19,000)	(19,000)
Interest Expense	(67,000)	(82,000)	(88,000)	(92,000)
Other	(2,000)	(2,000)	(3,000)	(3,000)
Distributable Cash Flow per LP Unit	\$ 2.97	\$ 3.09	\$ 3.31	\$ 3.53
Cash Coverage Ratio	1.23x	1.13x	1.10x	1.07x
Distribution per LP Unit	\$ 2.42	\$ 2.74	\$ 3.00	\$ 3.30
Capital Expenditure (Growth)	458,000	149,000	60,000	25,000

Copano Case II Projections

	Year Ended December 31,			
	2013E	2014E	2015E	2016E
	(dollars in thousands except per unit values and ratios)			
Net Income	\$ 142,680	\$ 182,141	\$ 238,038	\$ 315,497
Adjusted EBITDA	360,736	438,468	520,976	617,527
Total Distributable Cash Flow to Common Units	255,398	338,938	408,765	499,347
Maintenance Capex	(20,000)	(20,000)	(19,000)	(19,000)
Interest Expense	(63,000)	(77,000)	(90,000)	(96,000)
Other	(2,000)	(3,000)	(3,000)	(4,000)
Distributable Cash Flow per LP Unit	\$ 3.18	\$ 3.39	\$ 3.90	\$ 4.75
Cash Coverage Ratio	1.31x	1.21x	1.21x	1.21x
Distribution per LP Unit	\$ 2.42	\$ 2.82	\$ 3.21	\$ 3.91
Capital Expenditure (Growth)	672,000	461,000	318,000	210,000

In the third sentence of the third full paragraph beginning on page 84, the words "Copano provided this information to Barclays and Jefferies because Copano believed" are hereby deleted and replaced with the words "Copano provided this information to Barclays (in the case of the Adjusted EBITDA figures that were part of the Case I Copano Projections and the Case II Copano Projections) and Jefferies (in the case of the Adjusted EBITDA figures that were part of the Case II Copano Projections) because Copano believed".

The first sentence of the first full paragraph beginning on page 85 is hereby deleted and replaced with the following:

As set forth above, the financial projections were used by Barclays and Jefferies solely in performing their analyses, and are subjective in many respects and thus subject to interpretation.

IMPORTANT ADDITIONAL INFORMATION WILL BE FILED WITH THE SEC

Kinder Morgan Energy Partners, L.P. ("Kinder Morgan") has filed with the SEC a Registration Statement on Form S-4 that includes a

Statement was declared effective by the SEC on March 29, 2013 and Copano mailed the definitive proxy statement/prospectus to its unitholders on or about March 29, 2013. **INVESTORS AND SECURITY HOLDERS ARE URGED TO READ THE REGISTRATION STATEMENT AND THE DEFINITIVE PROXY STATEMENT/PROSPECTUS AND ANY OTHER RELEVANT DOCUMENTS FILED OR TO BE FILED BY KINDER MORGAN OR COPANO BECAUSE THEY CONTAIN IMPORTANT INFORMATION.**

Investors and security holders are able to obtain free copies of the Registration Statement and the definitive proxy statement/prospectus and other documents filed with the SEC by Kinder Morgan and Copano through the web site

maintained by the SEC at www.sec.gov or by phone, email or written request by contacting the investor relations department of Kinder Morgan or Copano at the following:

	Kinder Morgan	Copano
Address:	1001 Louisiana Street, Suite 1000 Houston, Texas 77002 Attention: Investor Relations	1200 Smith Street, Suite 2300 Houston, Texas 77002 Attention: Investor Relations
Phone:	(713) 369-9490	(713) 621-9547
E-mail:	kmp_ir@kindermorgan.com	ir@copano.com

This communication shall not constitute an offer to sell or the solicitation of an offer to buy any securities, nor shall there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to the registration or qualification under the securities laws of any such jurisdiction. No offering of securities shall be made except by means of a prospectus meeting the requirements of Section 10 of the Securities Act of 1933, as amended.

PARTICIPANTS IN THE SOLICITATION

Kinder Morgan and Copano, and their respective directors and executive officers, may be deemed to be participants in the solicitation of proxies in respect of the transactions contemplated by the Merger Agreement. Information regarding the directors and executive officers of Kinder Morgan's general partner and Kinder Morgan Management, LLC, the delegate of Kinder Morgan's general partner, is contained in Kinder Morgan's Form 10-K for the year ended December 31, 2012, which has been filed with the SEC. Information regarding Copano's directors and executive officers is contained in Copano's Form 10-K for the year ended December 31, 2012 and its proxy statement filed on April 5, 2012, which have been filed with the SEC. A more complete description is available in the definitive Registration Statement and the definitive proxy statement/prospectus.

SAFE HARBOR FOR FORWARD-LOOKING STATEMENTS

Statements in this document regarding the proposed transaction between Kinder Morgan and Copano, the expected timetable for completing the proposed transaction, future financial and operating results, benefits and synergies of the proposed transaction, future opportunities for the combined company and any other statements about Kinder Morgan or Copano management's future expectations, beliefs, goals, plans or prospects constitute forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. Any statements that are not statements of historical fact (including statements containing the words "believes," "plans," "anticipates," "expects," "estimates" and similar expressions) should also be considered to be forward-looking statements. There are a number of important factors that could cause actual results or events to differ materially from those indicated by such forward-looking statements, including: the ability to consummate the proposed transaction; the ability to obtain requisite regulatory and unitholder approval and the satisfaction of the other conditions to the consummation of the proposed transaction; the ability of Kinder Morgan to successfully integrate Copano's operations and employees and realize anticipated synergies and cost savings; the potential impact of the announcement or consummation of the proposed transaction on relationships, including with employees, suppliers, customers and competitors; the ability to achieve revenue growth; price volatility and market demand for natural gas and natural gas liquids; higher construction costs or project delays due to inflation, limited availability of required resources or the effects of environmental, legal or other uncertainties; the ability of the combined company to continue to obtain new sources of natural gas supply; the impact on volumes and resulting cash flow of technological, economic and other uncertainties inherent in estimating future production, producers' ability to drill and successfully complete and attract new natural gas supplies and the availability of downstream transportation systems and other facilities for natural gas and NGLs; the effects of government regulations and policies and of the pace of deregulation of retail natural gas; national, international, regional and local economic or competitive conditions and developments; capital and credit markets conditions; interest rates; the political and economic stability of oil producing nations; energy markets, including changes in the price of certain commodities; weather, alternative energy sources, conservation and technological advances that may affect price trends and demand; business and regulatory or legal decisions; the timing and success of business development efforts; acts of nature, accidents, sabotage, terrorism or other similar acts causing damage greater than the insurance coverage limits of the combined company; and the other factors and financial, operational and legal risks or uncertainties described in Kinder Morgan's and Copano's Annual Reports on Form 10-K for the year ended December 31, 2012. Kinder Morgan and Copano disclaim any intention or obligation to update any forward-looking statements as a result of developments occurring after the date of this document.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Dated: April 22, 2013

COPANO ENERGY, L.L.C.

By: /s/ Douglas L. Lawing
Name: Douglas L. Lawing
Title: Executive Vice President, General Counsel and Secretary