# Greenville & Western Railway Company, LLC

Post Office Box 1729, Taylors, South Carolina 29687 - 0036

Press Release

#### August 7, 2014

Greenville, South Carolina

Greenville & Western Railway Company, LLC (GRLW), a wholly owned subsidiary of Western Carolina Railway Service Corporation, is pleased to announce that Kinder Morgan Energy Partners, LLP (Kinder Morgan), has announced a proposed project to expand the capacity of its existing pipeline between Baton Rouge, LA and Belton, SC, as well as the construction of a new pipeline from Belton, SC to Jacksonville, FL.

As a part of the announcement, Kinder Morgan has indicated that the project would provide capacity to move petroleum products as well as purity ethanol between Belton, SC and North Augusta, SC, Savannah, GA and Jacksonville, FL. The project could be complete and operational as early as July 1, 2017. Kinder Morgan owns and operates the GRLW-served fuel transload terminal in Belton.

Kinder Morgan's Press Release, Project Route Map and Open Season Notice are attached hereto.

For continuing updates on the further growth and development of Greenville & Western Railway Company, LLC, pay a routine visit to: <a href="http://www.wcrscorp.com/railroads.html">http://www.wcrscorp.com/railroads.html</a>.

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Western Carolina Railway Service Corporation is a privately held South Carolina corporation organized in 2003 for the purpose of preserving, restoring, and revitalizing rail service in both South and North Carolina. The Corporation is committed to providing freight and transit rail services to the Carolinas through the next century and beyond. To learn more about the services offered by the Corporation through its subsidiaries, please visit <a href="http://www.wcrscorp.com">http://www.wcrscorp.com</a>.



# KINDER MORGAN ANNOUNCES OPEN SEASON FOR PALMETTO PROJECT TO SERVE NEW SOUTHEAST MARKETS

HOUSTON, Aug. 4, 2014 – Kinder Morgan Energy Partners, L.P. (NYSE: KMP) today announced the launch of a binding open season to solicit commitments for the proposed Palmetto Project, which offers shippers a new refined products service to move gasoline, diesel and ethanol from Louisiana, Mississippi and South Carolina to points in South Carolina, Georgia and Florida. The approximately \$1 billion project has a design capacity of 167,000 barrels per day and would consist of a segment of expansion capacity that Palmetto would lease from Plantation Pipe Line Company between Baton Rouge, Louisiana, and Belton, South Carolina. A new 360-mile pipeline from Belton, South Carolina, to Jacksonville, Florida, would also be constructed as part of the project.

"The Palmetto Project would provide access to new markets in the Southeast for pipeline shippers looking to move refined petroleum products from the Gulf Coast," said Ron McClain, president of Products Pipelines for KMP. "Pending customer commitments from the open season and timely regulatory approvals, the project could be in service by July 2017."

The binding open season begins today and ends Sept. 30, 2014, at 5 p.m. Central Time. Signed transportation service agreements by prospective shippers must be submitted on or before the end date to Meredith West at <a href="mailto:meredith\_west@kindermorgan.com">meredith\_west@kindermorgan.com</a>. For a project map and the open season notice, visit <a href="www.kindermorgan.com/business/products\_pipelines/palmetto/">www.kindermorgan.com/business/products\_pipelines/palmetto/</a>.

Kinder Morgan Energy Partners, L.P. (NYSE: KMP) is a leading pipeline transportation and energy storage company and one of the largest publicly traded pipeline limited partnerships in America. It owns an interest in or operates approximately 54,000 miles of pipelines and 180 terminals. The general partner of KMP is owned by Kinder Morgan, Inc. (NYSE: KMI). Kinder Morgan is the largest midstream and the fourth largest energy company in North America with a combined enterprise value of approximately \$110 billion. It owns an interest in or operates approximately 80,000 miles of pipelines and 180 terminals. Its pipelines transport natural gas, gasoline, crude oil, CO<sub>2</sub> and other products, and its terminals store petroleum

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products and chemicals and handle such products as ethanol, coal, petroleum coke and steel. KMI owns the general partner interests of KMP and El Paso Pipeline Partners, L.P. (NYSE: EPB), along with limited partner interests in KMP, Kinder Morgan Management, LLC (NYSE: KMR) and EPB. For more information please visit www.kindermorgan.com.

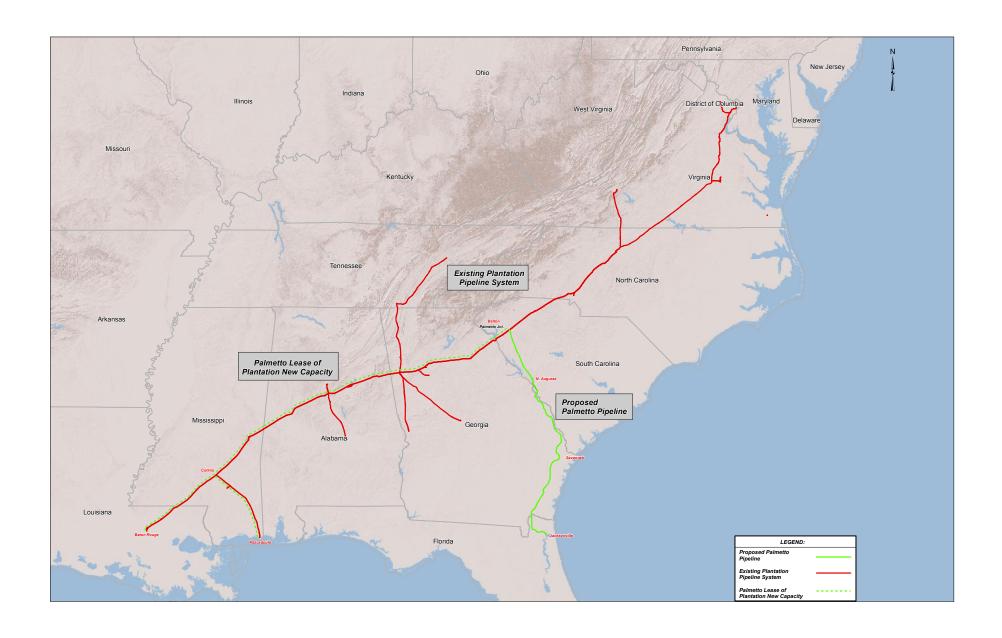
This news release includes forward-looking statements. These forward-looking statements are subject to risks and uncertainties and are based on the beliefs and assumptions of management, based on information currently available to them. Although Kinder Morgan believes that these forward-looking statements are based on reasonable assumptions, it can give no assurance that such assumptions will materialize. Important factors that could cause actual results to differ materially from those in the forward-looking statements herein include those enumerated in Kinder Morgan's reports filed with the Securities and Exchange Commission. Forward-looking statements speak only as of the date they were made, and except to the extent required by law, Kinder Morgan undertakes no obligation to update or review any forward-looking statement because of new information, future events or other factors. Because of these uncertainties, readers should not place undue reliance on these forward-looking statements.

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# PALMETTO PRODUCTS PIPE LINE LLC OPEN SEASON NOTICE

# I. Binding Open Season

On August 4, 2014, Palmetto Products Pipe Line LLC ("Palmetto") issued a press release announcing the development of a new pipeline system ("Pipeline") that will transport refined petroleum products from origin points located in Baton Rouge, Louisiana, Collins and Pascagoula, Mississippi and Belton, South Carolina (each an "Origin Point," collectively the "Origin Points") to destination points located in North Augusta, South Carolina, Savannah, Georgia and Jacksonville, Florida (each a "Destination Point," collectively the "Destination Points"). The Pipeline will also be able to transport purity ethanol from the Belton origin point to any of the Destination Points. The Pipeline will provide interstate transportation service, subject to the jurisdiction of the Federal Energy Regulatory Commission ("FERC"), and is scheduled to become operational on or before July 1, 2017.

The Pipeline will provide approximately 125,000 barrels per day ("BPD") of capacity for shipments that originate at the Baton Rouge, Collins, and Pascagoula origin points for delivery to the Destination Points ("Segment One Pipeline Capacity") and an additional 42,000 BPD of capacity for shipments that originate at the Belton origin point for delivery to the Destination Points ("Segment Two Pipeline Capacity"). The total design capacity of the Pipeline will therefore range up to approximately 167,000 BPD ("Pipeline Capacity").

Palmetto is conducting a binding open season ("Open Season") that will provide interested parties the opportunity to make term and volume commitments for transportation services on the Pipeline, in exchange for access to priority (*i.e.*, firm) capacity on the Pipeline. The Open Season will commence at 8:00 a.m. Central Time on August 4, 2014 and will end at 5:00 p.m. Central Time on September 30, 2014 ("Open Season Period"). Interested parties

should submit their binding bids for transportation service on the Pipeline by completing and executing a transportation services agreement ("TSA") in accordance with Section III(C) herein and sending it to Palmetto no later than the close of the Open Season Period: 5:00 p.m. Central Time on September 30, 2014. The initial form of the TSA will be made available to interested parties upon the execution of a Confidentiality Agreement in a manner satisfactory to Palmetto, a form of which is attached hereto as Exhibit No. 1. As described further in Section III(B), potential Committed Shippers may request revisions or additions to the terms, conditions and service commitment options being offered in the initial form of the TSA, provided such comments are received by September 5, 2014, and Palmetto will consider all such comments and, to the extent it determines appropriate and feasible, incorporate such comments into the TSA.

# **II.** Proposed Commitment Options

#### A. Overview

The Open Season provides potential shippers with the opportunity to make term and volume commitments to the Pipeline in exchange for access to up to 90 percent of the Pipeline Capacity on a priority basis. Palmetto will reserve at least 10 percent of the Pipeline Capacity for shippers that do not enter into a binding TSA with Palmetto during the Open Season and instead elect to make timely monthly nominations ("Uncommitted Shippers").

# B. <u>Volume Commitments</u>

Each shipper making a volume commitment during the Open Season ("Committed Shipper") must agree to ship a specified volume and type of product from a designated Origin Point to a designated Destination Point each day during the Initial Term<sup>1</sup> ("Volume

<sup>&</sup>lt;sup>1</sup> The term "Initial Term" is defined in Section II(D) of this Notice.

Commitment"), pursuant to the terms of the Committed Shipper's Final TSA.<sup>2</sup> A Committed Shipper's Volume Commitment can be comprised of multiple designated shipments, but must equal, in total, at least 5,000 BPD.

Except in instances of force majeure or other operational disruptions, each Committed Shipper will receive an amount of priority capacity each month that corresponds exactly to the Committed Shipper's Monthly Volume Commitment,<sup>3</sup> including with respect to issues such as volume level, type of product to be transported, and the Origin Points and Destination Points of the shipments. In order to afford Committed Shippers optimum flexibility, however, Palmetto will allow Committed Shippers to nominate volumes for shipment each month that differ from their designated Monthly Volume Commitments, and Palmetto will transport such shipments, on a priority basis, provided that (i) the Pipeline can operationally accommodate all such shipments nominated by Committed Shippers, (ii) the shipment of such volumes would not cause Committed Shippers to be allocated in excess of 90 percent of the Pipeline Capacity on a priority basis, and (iii) Committed Shippers pay the applicable Committed Rate<sup>4</sup> for such shipments. The parameters and limitations related to this type of flexible service are further described in the TSA.

### C. Rates for Service

Four levels of rates will be available to shippers who make a Volume Commitment during the Open Season ("Committed Rate(s)"). Committed Shippers that make a Volume Commitment of between 5,000 and 10,999 BPD will qualify for the tier one Committed Rate. Committed Shippers that make a Volume Commitment of between 11,000 and 19,999 BPD will

<sup>&</sup>lt;sup>2</sup> The term "Final TSA" is defined in Section III(B) of this Notice.

<sup>&</sup>lt;sup>3</sup> A Committed Shipper's "Monthly Volume Commitment" shall equal the Committed Shipper's Volume Commitment multiplied by the number of days in the applicable month.

<sup>&</sup>lt;sup>4</sup> The term "Committed Rate" is defined in Section II(C) of this Notice.

qualify for the tier two Committed Rate. Committed Shippers that make a Volume Commitment of between 20,000 and 27,999 BPD will qualify for the tier three Committed Rate and Committed Shippers that make a Volume Commitment of 28,000 BPD or greater will qualify for the tier four Committed Rate. In exchange for receiving priority service on the Pipeline, the Committed Rate for each tier of service will be a premium rate, as compared to the rate that is applicable to the same tier of service for similarly-situated Uncommitted Shippers.

Each contract year during the Initial Term of the TSA, Palmetto will calculate a Yearly Commitment Payment for each Committed Shipper that equals the Committed Shipper's Yearly Volume Commitment<sup>5</sup> multiplied by the Committed Rate(s) that were applicable to such Yearly Volume Commitment during the contract year. If, at the end of any contract year, a Committed Shipper has not paid transportation charges to Palmetto during the contract year that equal or exceed the Committed Shipper's Yearly Commitment Payment, the Committed Shipper will be responsible for making a deficiency payment to Palmetto for the difference ("Shortfall Payment"). The TSA provides, however, that any Shortfall Payment that a Committed Shipper makes to Palmetto will serve as a credit, on a dollar-for-dollar basis, against any transportation fees the Committed Shipper incurs for the transportation of volumes in excess of its Yearly Volume Commitment during the contract year immediately following the contract year during which the Committed Shipper incurred the Shortfall Payment.

### D. <u>Term</u>

The initial term of a Committed Shipper's TSA will extend five (5) or ten (10) years from the In-Service Date<sup>6</sup> of the Pipeline ("Initial Term"), depending upon the term length elected by

<sup>&</sup>lt;sup>5</sup> A Committed Shipper's "Yearly Volume Commitment" for a particular contract year shall equal the Committed Shipper's Volume Commitment multiplied by the number of days in the contract year.

<sup>&</sup>lt;sup>6</sup> The In-Service Date means the first day of the first full month that occurs at least thirty (30) days after Palmetto provides Committed Shippers written notice certifying that: (i) the Pipeline is ready to provide commercial service

the Committed Shipper in its Final TSA.<sup>7</sup> Upon the expiration of the Initial Term, the TSA will automatically renew for a five (5) year period ("Primary Renewal Term") unless either Palmetto or the Committed Shipper terminates the agreement by providing written notice to the other party no less than one (1) year prior to the expiration of the Initial Term. After expiration of the Primary Renewal Term, if any, the TSA will automatically renew for successive one (1) year terms (each a "Renewal Term"), unless terminated by either Palmetto or the Committed Shipper upon written notice to the other party given no less than six (6) months prior to the expiration of the then-current Renewal Term. The terms of service set forth in the TSA shall continue to apply to the parties during the Primary Renewal Term and any subsequent Renewal Term.

# E. Expansion Rights.

The TSA provides that should Palmetto expand the Pipeline in the future, it will provide all Committed Shippers a first right to submit a binding nomination to ship, or otherwise pay for, a committed volume of products on the expansion capacity. The amount of the expansion capacity that will be available for volume commitments by Committed Shippers in such an event will not exceed 90 percent of the total available expansion capacity.

# F. <u>Eligibility for Joint Rates</u>.

Palmetto and Plantation Pipe Line Company ("Plantation") may agree at some point in the future to establish a joint tariff for movements from origin points on Plantation to certain of the Destination Points on the Pipeline ("Joint Tariff"). Should Plantation and Palmetto agree to establish such a Joint Tariff and provided that a Committed Shipper's TSA is then-effective and

for the receipt of Committed Shipper's products at the applicable Origin Points for transportation and delivery of such products to the applicable Destination Points, with the capacity to transport each Committed Shipper's Volume Commitment, as determined by Palmetto in its sole discretion; and (ii) all facilities required for such services are installed and operational.

<sup>&</sup>lt;sup>7</sup> The TSA provides that the Initial Term may be extended to account for force majeure events declared by Palmetto that affected a Committed Shipper's ability to transport products on the Pipeline.

the Committed Shipper is not in default of the TSA, the Committed Shipper would become eligible to nominate and ship its Volume Commitment and any volumes in excess of its Volume Commitment under the joint rates established in such a Joint Tariff ("Joint Rates"). The TSA further addresses the issues related to the potential establishment of such a Joint Tariff, including how shipments made under the Joint Rates would be treated for purposes of calculating the Committed Shipper's Yearly Commitment Payment.

# G. <u>Allocation of Pipeline Capacity to Committed Shippers Following Conclusion of the Open Season.</u>

Following the conclusion of the Open Season, Palmetto will award the capacity available for commitment by Committed Shippers, which shall not exceed 90 percent of the Pipeline Capacity ("Committed Shipper Capacity"), to potential Committed Shippers on a pro rata basis, according to the level of each Committed Shipper's Volume Commitment, as such Volume Commitment is set forth in the Committed Shipper's Final TSA ("Initial Pro Rata Allocation"). Because the design capacity of the Pipeline varies, Palmetto will allocate the Segment One Pipeline Capacity separately from the Segment Two Pipeline Capacity. Palmetto will only consider the portion of a Committed Shipper's Volume Commitment that is for shipments originating at the Baton Rouge, Collins, and Pascagoula origin points for delivery to one of the Destination Points when allocating the Segment One Pipeline Capacity; conversely, Palmetto will only consider the portion of a Committed Shipper's Volume Commitment that is for shipments originating at the Belton origin point for delivery to one of the Destination Points when allocating the Segment Two Pipeline Capacity.

If, following the Initial Pro Rata Allocation, there remains unsubscribed Committed Shipper Capacity on either the Segment One Pipeline Capacity or the Segment Two Pipeline Capacity, Palmetto shall notify all Committed Shippers that submitted an executed, Final TSA of

such remaining available Committed Shipper Capacity. In order to encourage Committed Shippers to make commitments for such remaining Committed Shipper Capacity, Palmetto may decide at such time to guarantee implementation of the Joint Tariff and the Joint Rates during the term of the TSA. If Palmetto elects to do so, it will include notice of this fact in the notification it provides to each Committed Shipper that executed a Final TSA with Palmetto.

Each Committed Shipper shall then have seven (7) days from the date of such notice to submit a revised Final TSA (which shall thereafter become the Committed Shipper's Final TSA for purposes of the TSA) to Palmetto that contains an increased Volume Commitment that is designed to take advantage of such available Committed Shipper Capacity. Following receipt of all revised Final TSAs, Palmetto shall then, if necessary, allocate the remaining available Committed Shipper Capacity on a pro rata basis among the Committed Shippers who submitted a revised Final TSA in the same manner as that described above ("Second Pro Rata Allocation"). The Second Pro Rata Allocation shall not decrease or otherwise impact in any way the capacity allocation a Committed Shipper receives during the Initial Pro Rata Allocation; it shall only serve to allocate the Committed Shipper Capacity that remains available for commitment following the Initial Pro Rata Allocation.

<sup>&</sup>lt;sup>8</sup> A Committed Shipper shall not be permitted to submit a revised Final TSA in order to decrease the Volume Commitment the Committed Shipper elected in its Final TSA.

# **III.** Open Season Process

# A. Open Season Documents

The following documents will be provided as part of the Open Season ("Open Season Documents")

Exhibit No. 1: Confidentiality Agreement

Exhibit No. 2: Pipeline Map

Exhibit No. 3: Transportation Services Agreement (which includes a pro forma FERC

Rules and Regulations Tariff)

Palmetto will provide Exhibit No. 3 upon execution of Palmetto's Confidentiality Agreement, which is attached hereto as Exhibit No. 1.9 Palmetto will inform prospective shippers of the availability of any additional information regarding or changes to the Open Season process or the Open Season Documents by e-mailing the potential shippers that have received the Open Season Documents.

#### B. TSA Comment Period

Potential Committed Shippers may provide comments to Palmetto on the terms, conditions and service commitment options being offered in the TSA in Exhibit No. 3 and may request that Palmetto offer additional terms, conditions and service commitment options, provided that such comments are received by Palmetto on or before September 5, 2014. Following receipt of any such comments, Palmetto will, in its sole reasonable discretion, decide whether to revise the TSA in Exhibit No. 3 to reflect any of the comments. If Palmetto does decide to revise the TSA set forth in Exhibit No. 3 to reflect any such comments, Palmetto will, no later than September 15, 2014, forward a TSA that has been updated to reflect any changes

<sup>&</sup>lt;sup>9</sup> The Confidentiality Agreement in Exhibit No. 1 is intended to protect the confidentiality of the information shared between Palmetto and potential Committed Shippers during the Open Season; it does not, however, limit a potential Committed Shipper's ability to engage in discussions with FERC regarding the terms of service being offered by Palmetto during the Open Season.

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made during the Open Season Period ("Final TSA") to all parties that have executed the

Confidentiality Agreement set forth in Exhibit No. 1.

C. **Binding Commitment Process** 

Potential Shippers that wish to become Committed Shippers must complete, execute, and

submit two copies of a Final TSA no later than 5:00 p.m. Central Time on September 30, 2014,

via hand delivery, courier, or e-mail to:

Palmetto Products Pipe Line LLC

1001 Louisiana Street

Houston, Texas 77002

Attention: Meredith West

Telephone: (713) 420-5909

Email: Meredith West@kindermorgan.com

Palmetto reserves the right to reject any Final TSA that is not received on or before 5:00

p.m. Central Time on September 30, 2014. Palmetto also reserves the right to reject any and all

Final TSAs that do not satisfy the requirements set forth in this Open Season Notice. Without

limiting the foregoing and in order to ensure that all potential Committed Shippers are presented

the same terms, conditions, and service commitment options in the Final TSA, Palmetto may

reject any Final TSA that is incomplete, is inconsistent with the terms and conditions outlined in

this Open Season Notice, contains additional or modified terms, or is otherwise deficient in any

respect.

Submission of an executed Final TSA constitutes a firm offer by a potential Committed

Shipper to enter into a binding TSA and shall be non-revocable. By executing and submitting a

Final TSA to Palmetto, the potential Committed Shipper represents that it has management

approval to enter into a binding Final TSA. Palmetto will not permit a potential Committed

Shipper to make any changes to its Final TSA after it has been submitted to Palmetto, except for

those permitted under Section II(G) above in the event Carrier proceeds forward with a Second Pro Rata Allocation.

Once Palmetto receives all of the Final TSAs, Palmetto will, if necessary, award capacity to potential Committed Shippers in accordance with the methodology set forth in Section II(G) herein. Following that process, Palmetto will revise the Volume Commitment set forth in each potential Committed Shipper's Final TSA to reflect the priority capacity actually awarded to each potential Committed Shipper and will thereafter indicate its acceptance of the Final TSA by executing both copies and returning one copy to the shipper. Once executed and delivered by Palmetto, the Final TSA shall constitute a binding agreement, subject to its terms and conditions at the time of receipt.

If a submitted Final TSA has not been executed by Palmetto and returned to the potential Committed Shipper within a reasonable time following the end of the Open Season Period, the submitted Final TSA shall become null and void, and any rights or obligations relating to the Pipeline on the part of the Committed Shipper and Palmetto shall be extinguished. If Palmetto decides not to proceed with operation of the Pipeline pursuant to the terms set forth in the Final TSA, Palmetto shall notify potential Committed Shippers of such determination. In the event of such a determination, all submitted Final TSAs shall become null and void.

### **IV.** Credit Requirements

As further specified in the TSA, each Committed Shipper shall provide financial data sufficient for Palmetto, in its sole discretion, to ascertain the Committed Shipper's credit-worthiness and, if Palmetto so determines, it may request financial assurance(s) from the Committed Shipper, which may be in the form of a letter of credit or a guaranty agreement, or such other security as may be acceptable to Palmetto.

### V. Limitations and Reservations

The Pipeline, including the pipeline configuration, is subject to revision after the conclusion of the Open Season Period. Prior to the time that all Final TSAs are returned to Palmetto by prospective Committed Shippers and they have been fully executed by both the Committed Shippers and Palmetto, Palmetto further reserves the right, in its sole discretion, to (1) modify any of the Open Season materials, including the Committed Rates, if necessary, as indicated by economic, engineering design, environmental, legal, or other factors, or (2) decide not to proceed with the transportation service commitment terms offered in the TSA and the Open Season. In such an event, Palmetto will notify all interested shippers as soon as reasonably practicable.

This Open Season Notice and the other Open Season Documents are informal marketing documents, and they establish no contractual relationship between or among Palmetto or any of its affiliates and any party who receives them. These procedures are intended to be used solely for the project discussed herein and are not intended to be in lieu of the requirements of FERC or any applicable federal and state laws.

#### VI. Conclusion

If you should have questions or comments regarding the Open Season, project timing, the configuration of the Pipeline (including Origin Points and Destination Points), or the service commitment options related thereto, please feel free to contact Meredith West at any time at 713-420-5909 or Meredith\_West@kindermorgan.com.

#### **Disclaimer**

This notification along with related Open Season materials is provided for informational purposes only. Notwithstanding anything contained herein to the contrary, this notification, the TSA and the Open Season conducted by Palmetto are not intended to constitute, nor shall they be construed to constitute, an offer or any binding obligation whatsoever on Palmetto to proceed with the Pipeline contemplated by the Open Season until Palmetto has executed and delivered a fully executed Final TSA to an interested shipper. Palmetto reserves the right, in its sole discretion, to modify, terminate or extend the Open Season, in whole or in part, including without restriction any ensuing discussions among the parties at any time, without advance notice. Palmetto further reserves the right to modify or supplement any of the documents associated with the Open Season without notice. In the event there is a conflict between the description of the terms of service for the Pipeline provided in this Open Season Notice and the description of the terms of service for the Pipeline provided in the TSA (or the Final TSA, as the case may be), the TSA (or the Final TSA, as the case may be) shall control.

Under no circumstances shall Palmetto or any of its affiliated companies or any of their respective directors, officers, employees, agents, attorneys, advisers and representatives be responsible for any costs or expenses incurred by any recipient or for any other liability, howsoever arising, incurred by any recipient, in each case, in connection with any investigation or evaluation of the Pipeline.