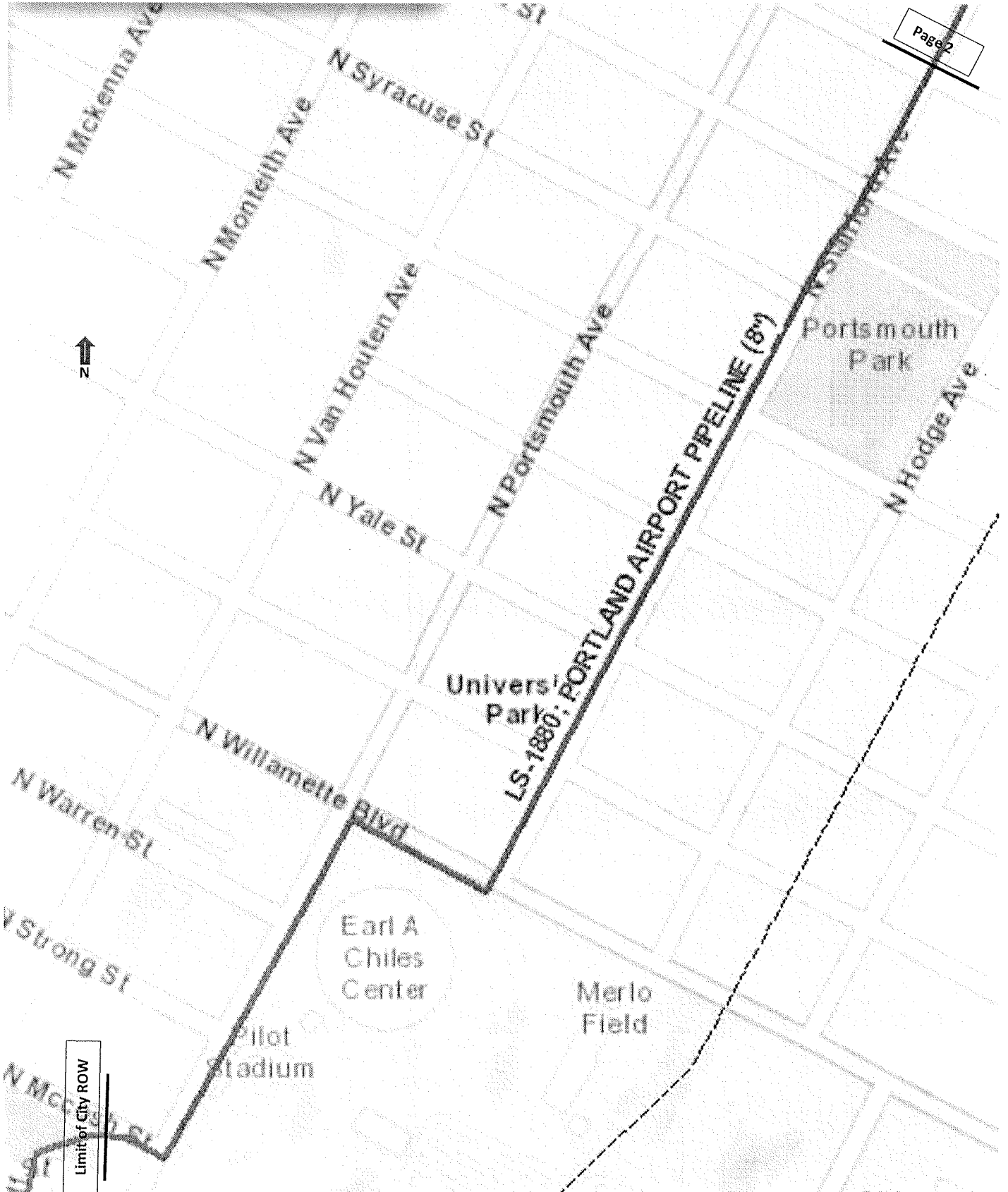
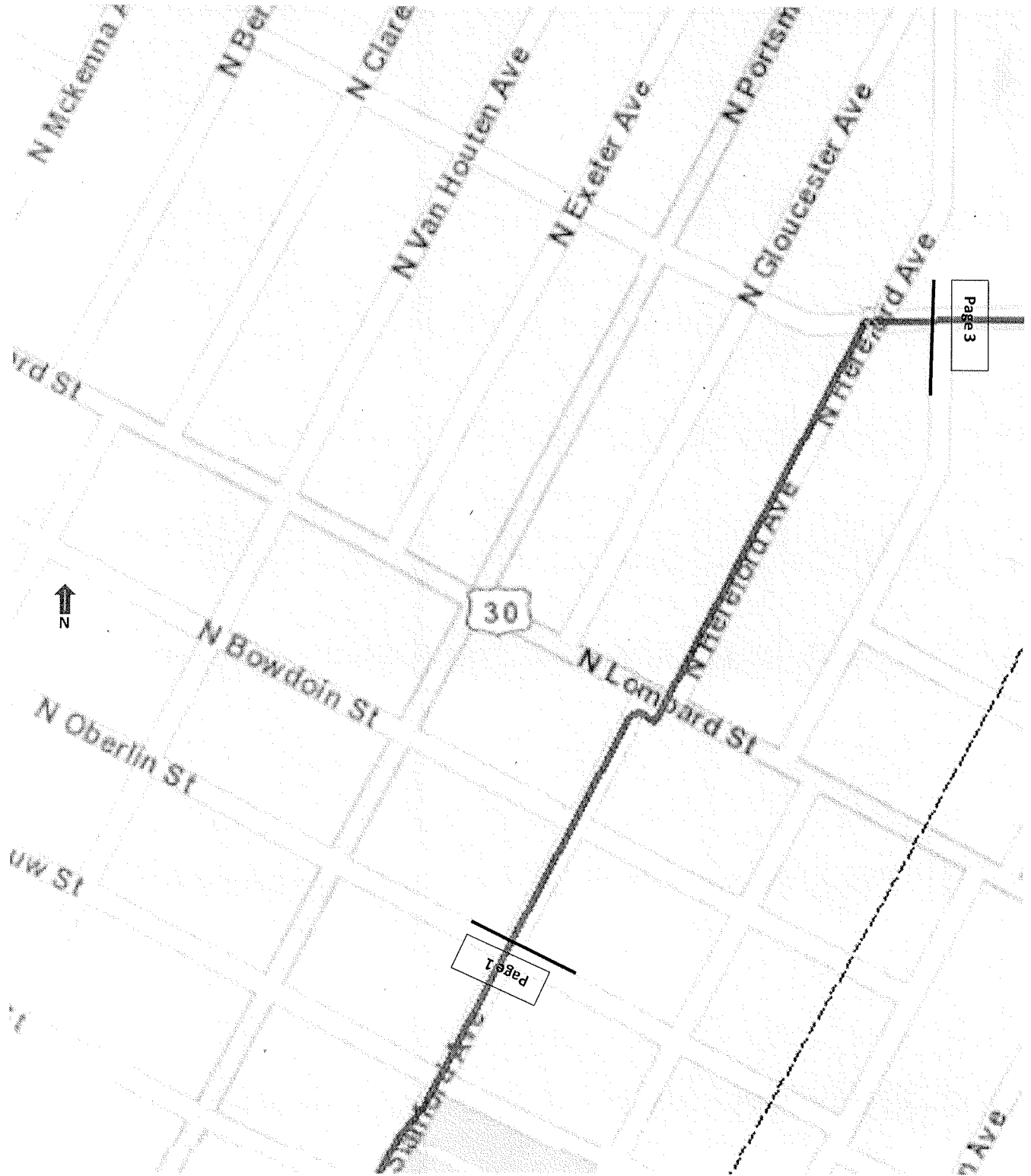


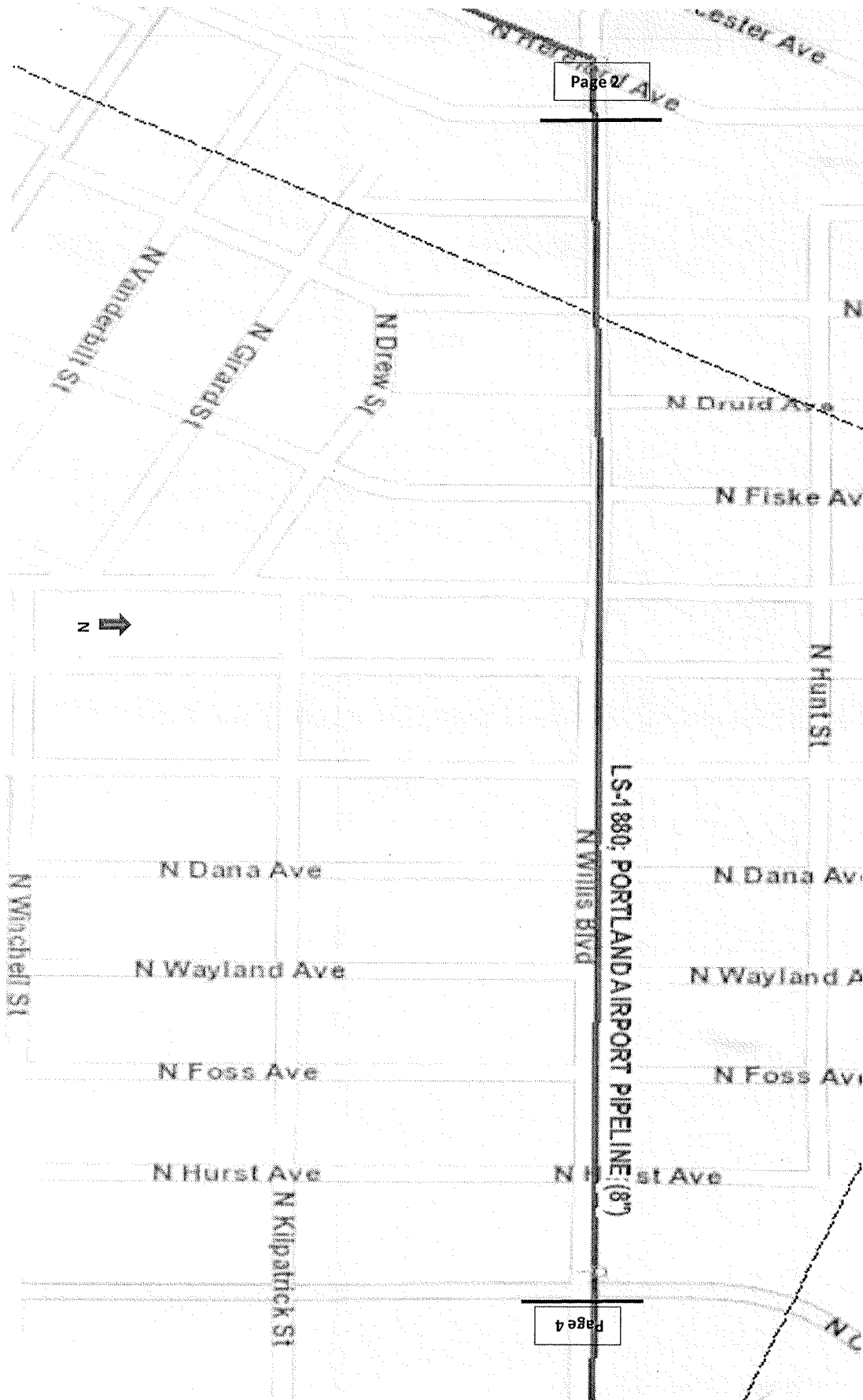
Kinder Morgan Cochin, LLC, Pipeline

EXHIBIT A

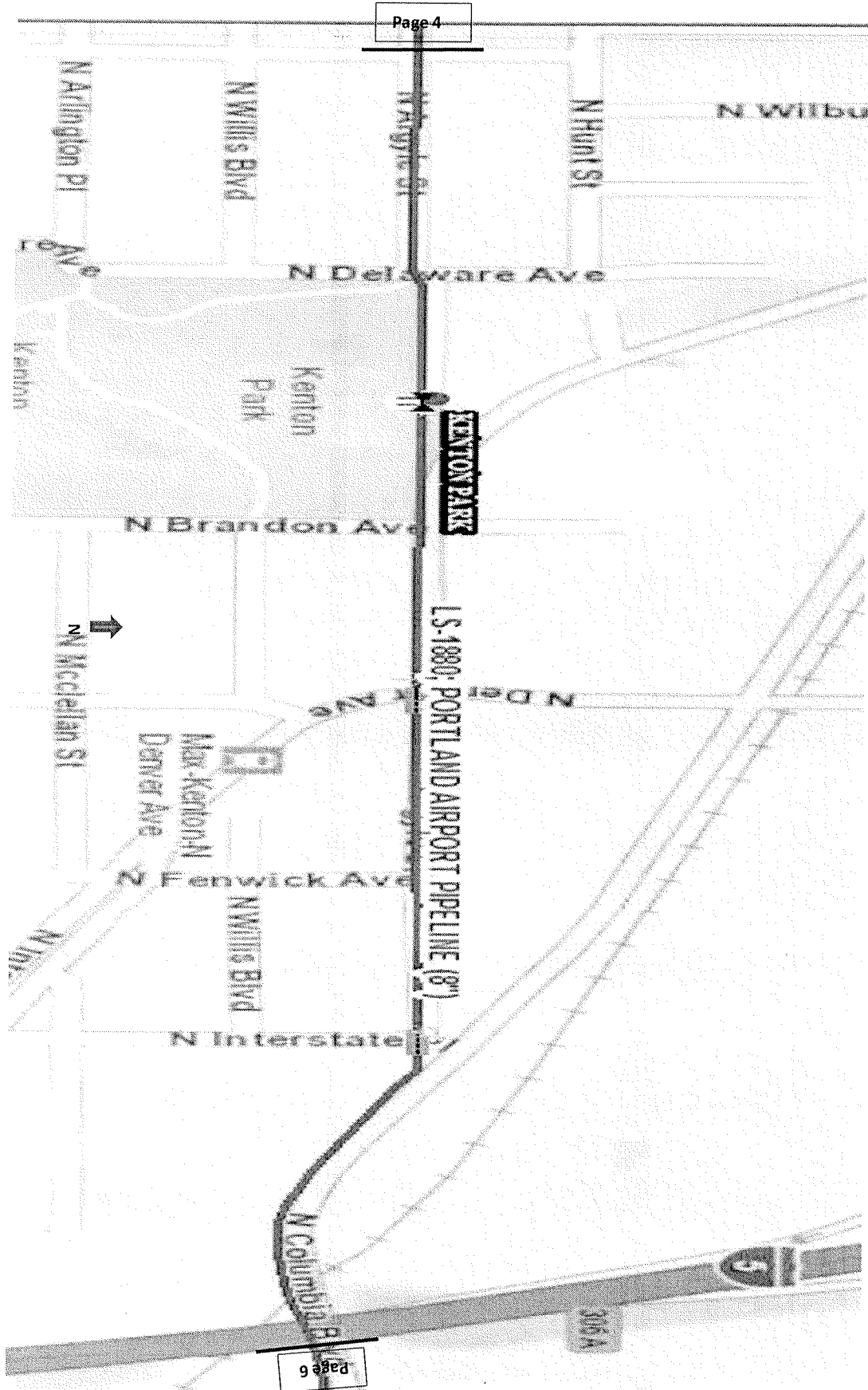
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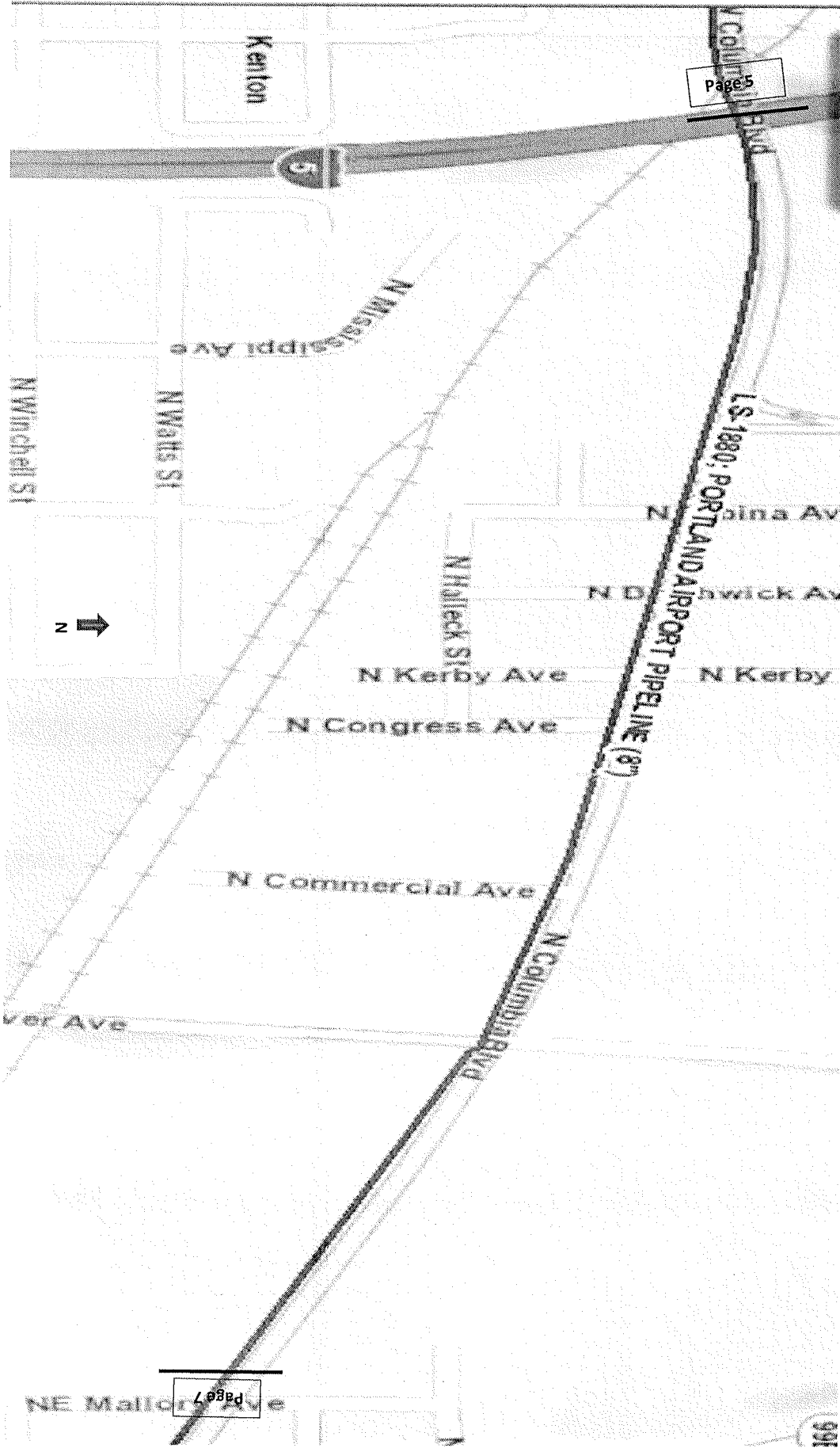






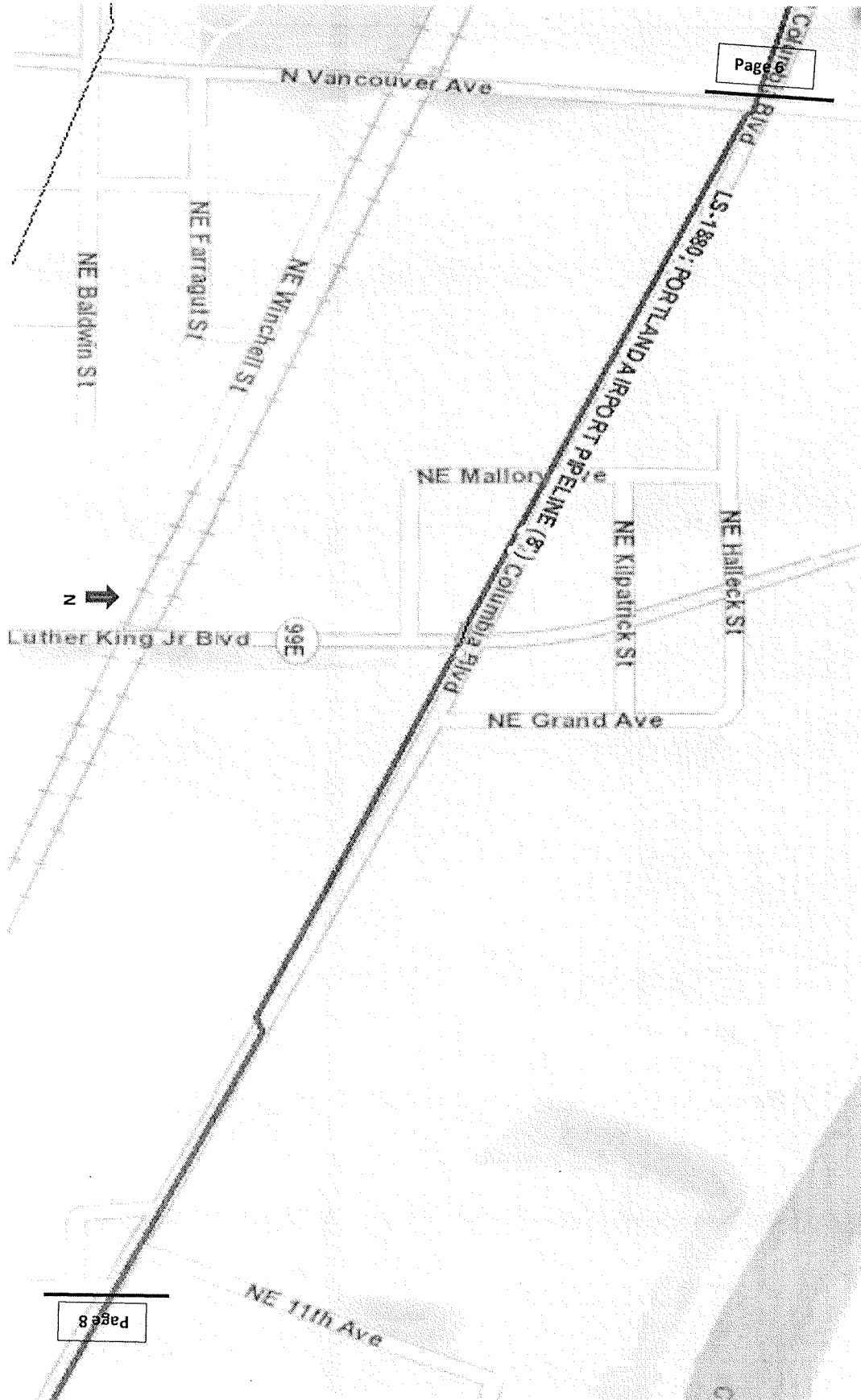


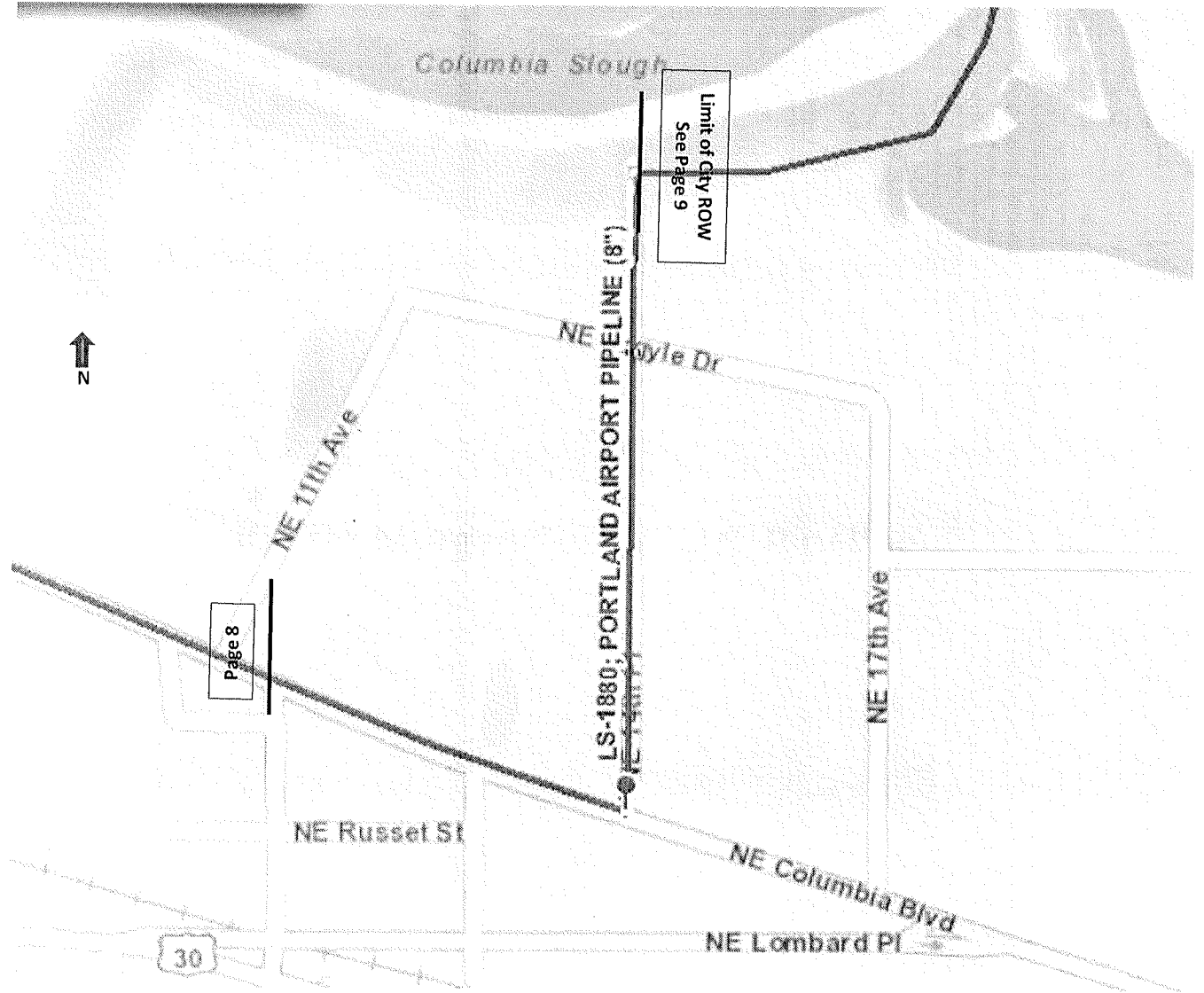


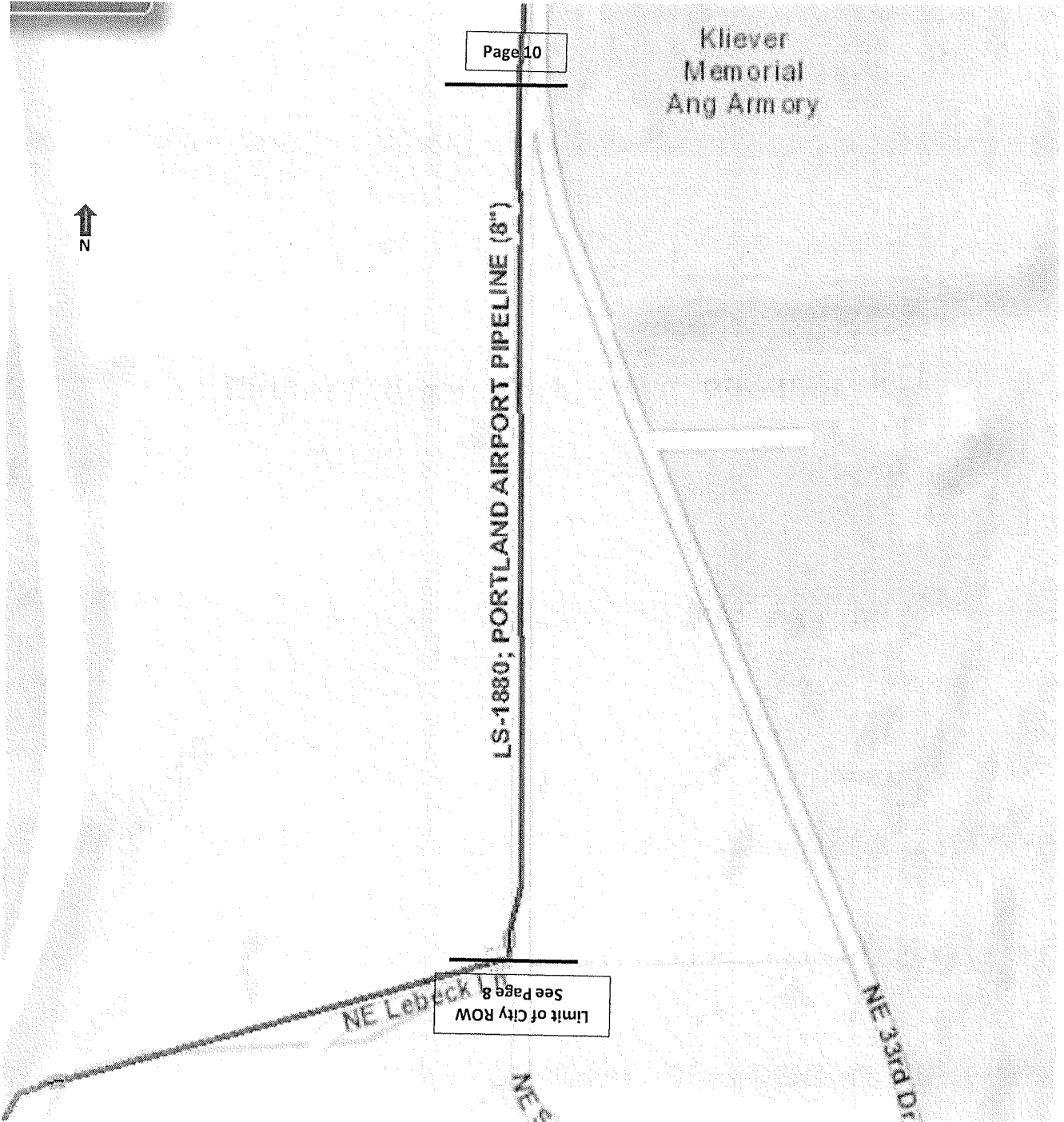


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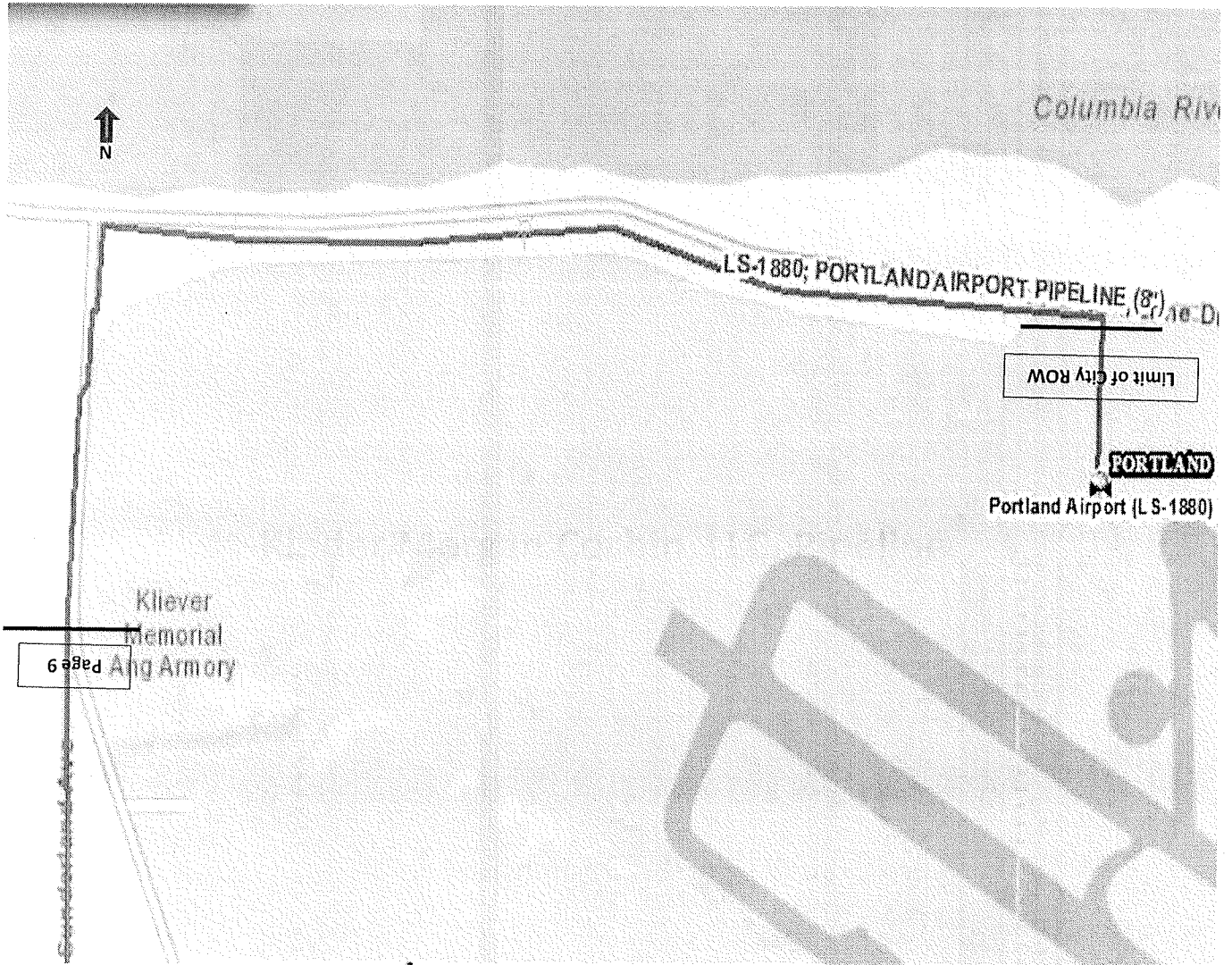


Exhibit B

Insurance

The Grantee shall maintain public liability and property damage insurance that protects the Grantee and the City, as well as the City's officers, agents, and employees from the claims referred to in Section 5 of Grantee's franchise agreement. The insurance shall provide coverage at all times of not less than \$1,000,000 combined single limit for bodily injury liability and property damage liability per occurrence with an annual aggregate limit of not less than \$3,000,000. The limits of the insurance shall be adjusted subject to any changes as to maximum statutory limits of liability imposed on municipalities of the State of Oregon during the term of the Franchise. To the extent of Grantee's operations under this franchise agreement, the insurance shall apply as primary insurance with respect to any insurance or self-insurance programs afforded to or maintained by or for the benefit of the City and shall name as additional insureds the City and its officers, agents, and employees. Notwithstanding the naming of additional insureds, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insureds on the policy. Grantee shall provide written notice to the City if the insurance is canceled or coverage reduced at any time during the term of this Franchise. At the time of providing notice, Grantee shall also provide a replacement policy with the same terms of coverage as required under this Franchise. Grantee agrees to maintain continuous uninterrupted coverage, in the terms and amounts required, for the duration of the Franchise.