

**BEFORE THE STATE CORPORATION COMMISSION
OF THE STATE OF KANSAS**

Received
on

APR 03 2012

In the Matter of the Application of Mid-)
America Pipeline Company, LLC for the)
Establishment of Initial General Commodity)
Transportation Rates on its Conway to)
Coffeyville and Coffeyville to El Dorado)
Segments.)

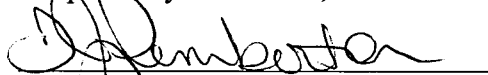
by
State Corporation Commission
of Kansas
Docket No. 12-MDAP-068-RTS

NOTICE OF FILING OF SETTLEMENT AGREEMENT

Pursuant to and consistent with the representations made at hearing before the Commission on April 3, 2012, Mid-America Pipeline Company, LLC ("MAPL"), hereby files the fully executed Settlement Agreement between MAPL and Coffeyville Resources Refining & Marketing, LLC ("CRRM"). This Settlement Agreement was identified at hearing as **MAPL Exhibit 1**.

The attached document corrects a typographic error contained in **MAPL Exhibit 1**. On page eight (8), paragraph five (5), the word "inconsistent" was used incorrectly. The word should have been "consistent". All other portions of the document are identical to that presented at hearing.

Respectfully Submitted,



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**ATTORNEYS FOR MID-AMERICA
PIPELINE COMPANY, LLC**

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of the above *Notice of Filing* was electronically served, hand-delivered or mailed, postage prepaid, this 3rd day of April, 2012 to:

EDMUND S. GROSS, SR VP, GENERAL COUNSEL & SECRETARY
COFFEYVILLE RESOURCES REFINING & MARKETING, LLC
10 E. CAMBRIDGE CIRCLE DR., STE 250
KANSAS CITY, KS 66103-1393

JUDY JEWSOME, ASSISTANT LITIGATION COUNSEL
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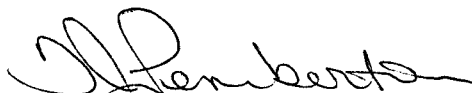
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TERRI PEMBERTON

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into this 3 day of April, 2012, by and between Mid-America Pipeline Company, LLC ("MAPL") and Coffeyville Resources Refining & Marketing, LLC ("CRRM") (collectively, "the Parties").

WHEREAS, MAPL owns and operates various common carrier pipelines including a pipeline that moves natural gas liquids from Conway, Kansas to Coffeyville, Kansas ("Inbound Line") and a pipeline that moves refined petroleum products from Coffeyville to El Dorado, Kansas ("Outbound Line") (referred to collectively below as the "Pipelines" or individually as a "Pipeline"); and

WHEREAS, MAPL and CRRM were parties to a pipeage agreement entered into on September 1, 2005, pursuant to which MAPL filed certain incentive rates for transportation on the Inbound Line, which pipeage agreement expired on September 30, 2011 ("2005 Inbound Line Pipeage Agreement"); and

WHEREAS, MAPL previously leased all of the capacity of the Outbound Line to CRRM, pursuant to a lease agreement, which was originally entered into on March 7, 1996, was amended in 1999 and 2005, and expired on September 30, 2011 ("Outbound Line Lease Agreement"); and

WHEREAS, on July 25, 2011, MAPL filed with the Kansas Corporation Commission ("KCC") in Docket No. 12-MDAP-068-RTS, new intrastate rates for the Inbound Line and the Outbound Line to take effect October 1, 2011, along with a request for interim rates pending the KCC's review of the new rates; and

WHEREAS, on August 17, 2011, CRRM intervened in Docket No. 12-MDAP-068-RTS and opposed MAPL's rate filing and interim rate request; and

WHEREAS, the KCC set Docket No. 12-MDAP-068-RTS for hearing and directed that interim intrastate rates on the Inbound Line be equal to the incentive rates under the 2005 Inbound Line Pipeage Agreement and that interim intrastate rates on the Outbound Line be equal to the payments required by the Outbound Line Lease Agreement, subject to true-up at the conclusion of the proceeding based upon the difference, if any, between the interim rates and the final rates approved by the Commission; and

WHEREAS, on September 29, 2011, in Docket No. IS11-604-000, MAPL filed with the Federal Energy Regulatory Commission ("FERC") MAPL's Tariff No. 82.1.0, stating initial interstate rates on the Outbound Line, effective October 1, 2011; and

WHEREAS, on October 7, 2011, CRRM protested MAPL's Tariff No. 82.1.0; and

WHEREAS, on October 28, 2011, the FERC permitted MAPL's Tariff No. 82.1.0 to become effective on October 1, 2011, subject to suspension and investigation in FERC Docket No. IS11-604-000; and

WHEREAS, on January 3, 2012, CRRM filed a complaint against MAPL in KCC Docket No. 12-MDAP-488-COM, related to certain issues regarding the classification of rates on the Outbound Line as interstate or intrastate; and

WHEREAS, MAPL and CRRM desire to resolve the issues in the above-referenced dockets through this Settlement Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, MAPL and CRRM hereby agree as follows:

1. Term. The term of this Settlement Agreement shall be from the date of execution as indicated above through the term of the last Pipeage Agreement provided for under this Settlement Agreement as described below.

2. Inbound Line Pipeage Agreement and Incentive Rates.

A. Within ten (10) business days of the execution of this Settlement Agreement, the Parties shall enter into a Pipeage Agreement that provides for incentive rates for the Inbound Line as calculated below in exchange for a commitment by CRRM to move 3,371,474 barrels during each Annual Period on the Inbound Line for the first two Annual Periods being April 1, 2012 through March 31, 2014. (As defined herein, "Annual Period" shall refer to the twelve month period beginning on the date specified.) The Inbound Line incentive rates shall be effective as of April 1, 2012 (subject to the approval of the KCC), and remain in place through the end of the first Annual Period (*i.e.*, through March 31, 2013) and for one additional Annual Period (*i.e.*, from April 1, 2013, through March 31, 2014). The Pipeage Agreement and Inbound Line incentive rates may be extended for one or more additional Annual Periods at the sole option of CRRM subject to the other terms and conditions set forth herein. CRRM may notify MAPL no later than 60 days prior to the end of the then current Annual Period of its intent to extend the Pipeage Agreement for an additional Annual Period and CRRM may continue to extend the Pipeage Agreement from Annual Period to Annual Period, at its option, for a total term not to exceed ten years (*i.e.*, the Pipeage Agreement must end by March 31, 2022). Notwithstanding anything to the contrary herein, and as provided further below in Section 5, CRRM shall have 30 days after receipt of information from MAPL as to the amount of estimated pipeline integrity expenses for the immediately succeeding Annual Period (the first such being

the second Annual Period) before CRRM shall be required to make an election of whether to renew the Pipeage Agreement for such succeeding Annual Period.

B. The incentive rates for each Annual Period on the Inbound Line shall be equal to the sum of (1) and (2) below:

(1) A base rate of \$0.61 per barrel for all barrels up to 3,371,474 barrels.

Barrels in excess of 3,371,474 per Annual Period shall be transported at a base rate equal to 10 cents per barrel.

(2) An additional pipeline integrity recovery rate ("Recovery Rate") calculated as follows:

(a) For the Annual Period beginning on or about April 1, 2012, and ending March 31, 2013, the Recovery Rate shall have the following two components: (1) equal to \$0.625 per barrel based on \$2,200,000, which represents CRRM's share of pipeline integrity costs for work performed in October through December, 2011, and (2) 88% of future pipeline integrity costs for the Annual Period starting April 1, 2012.

(b) For the Annual Period beginning April 1, 2012, and each Annual Period thereafter, the Recovery Rate shall initially be calculated based on MAPL's estimate of pipeline integrity costs for the applicable Annual Period multiplied by MAPL's estimate of CRRM's share of volumes on the Conway to El Dorado portion of the Inbound Line and all volumes on the El Dorado to Coffeyville portion of the Outbound Line for the applicable Annual Period divided by the 3,371,474 barrel volume commitment. MAPL's current estimate of future pipeline integrity costs is as follows: (i) Annual Period starting April 1,

2012 - \$885,000, (ii) Annual Period starting April 1, 2013 – \$1,975,000, (iii) Annual Period starting April 1, 2014 - \$48,000, (iv) Annual Period starting April 1, 2015 - \$48,000, (v) Annual Period starting April 1, 2016 - \$1,188,000.

(c) Estimated pipeline integrity costs for the Annual Period beginning April 1, 2012, shall be trued up to actual pipeline integrity costs for such Annual Period with ten (10) business days after verification and payment of all costs associated therewith. For each Annual Period thereafter will be trued up to actual pipeline integrity costs for each applicable Annual Period within 60 days subsequent to the end of each Annual Period. The actual pipeline integrity costs shall not include any return or capitalized interest. The actual pipeline integrity costs shall be multiplied by a percentage equal to CRRM's share of volumes moved on the Conway to El Dorado portion of the Inbound Line and all the volumes on the El Dorado to Coffeyville portion of the Inbound Line during the prior Calendar Year. Any such true-up will reflect either a payment by CRRM to MAPL if the Recovery Rate resulted in an underpayment by CRRM or will reflect a payment by MAPL to CRRM if the Recovery Rate resulted in an overpayment by CRRM. Such overpayment or underpayment shall be made in a lump sum no later than 90 days after the end of the applicable period.

3. Outbound Line Pipeage Agreement and Incentive Rates.

A. The Parties shall enter into a Pipeage Agreement that provides for incentive rates for the Outbound Line in exchange for a commitment by CRRM to move 3,259,589 barrels during each Annual Period on the Outbound Line. The Pipeage Agreement and incentive rates

shall take effect on the first day of the calendar month following the completion of the pipeline integrity work on the Outbound Line, which began in March 2012. (For ease of reference, this Settlement Agreement refers to the Annual Periods on the Outbound Line as beginning June 1 of each calendar year; however, the exact date on which the Outbound Line Annual Periods shall begin is determined by when the pipeline integrity work on the Outbound Line is completed as set forth above.) CRRM shall not ship any volumes on the Outbound Line prior to the effective date of the Pipeage Agreement. The Pipeage Agreement and Outbound Line incentive rates shall remain in place for two Annual Periods, and may be extended for one or more additional Annual Periods at the sole option of CRRM subject to the other terms and conditions set forth herein. CRRM may notify MAPL no later than 60 days prior to the end of the then current Annual Period of its intent to extend the Pipeage Agreement for an additional Annual Period and CRRM may continue to extend the Pipeage Agreement from Annual Period to Annual Period, at its option, for a total term not to exceed ten years (*i.e.*, the Pipeage Agreement must end by May 31, 2022, assuming a Pipeage Agreement start date of June 1, 2012). Notwithstanding anything to the contrary herein, and as provided further below in Section 5, CRRM shall have 30 days after receipt of information from MAPL as to the amount of estimated pipeline integrity expenses for the immediately succeeding Annual Period (the first such being the second Annual Period) before CRRM shall be required to make an election of whether to renew the Pipeage Agreement for such succeeding Annual Period.

B. The incentive rates for each Annual Period on the Outbound Line shall be equal to the sum of (1) and (2) below:

(1) A base rate of \$1.07 per barrel for all barrels up to 3,259,589 barrels.

Barrels in excess of 3,259,589 per Annual Period shall be transported at a base rate equal

to the actual variable power costs and no other costs for transportation. The rate for all barrels in excess of 3,259,589 shall be 1 cent per barrel.

(2) An additional pipeline integrity recovery rate ("Recovery Rate") calculated as follows:

(a) For the Annual Period beginning June 1, 2012, and ending May 31, 2013, the Recovery Rate shall be equal to \$1.266 per barrel based on estimated costs of \$4,127,000 related to the pipeline integrity work on the Outbound Line that began March 2012.

(b) For the Annual Period beginning June 1, 2013, and each Annual Period thereafter, the Recovery Rate shall initially be calculated based on MAPL's estimate of pipeline integrity costs for the applicable Annual Period multiplied by MAPL's estimate of CRRM's share of volumes on the Outbound Line for the applicable Annual Period divided by the 3,259,589 barrel volume commitment. MAPL's current estimate of future pipeline integrity costs is as follows: (i) Annual Period starting June 1, 2013 – \$1,421,000, (ii) Annual Period starting June 1, 2014 - \$0, (iii) Annual Period starting June 1, 2015 - \$4,768,000, (iv) Annual Period starting June 1, 2016 - \$29,000.

(c) Estimated pipeline integrity costs for the Annual Period beginning June 1, 2013, and each Annual Period thereafter will be trued up to actual pipeline integrity costs for each applicable Annual Period within 60 days subsequent to the end of each Annual Period. The actual pipeline integrity costs shall not include any return or capitalized interest. The actual pipeline integrity costs will be multiplied by a percentage equal to CRRM's share of volumes moved on the

Outbound Line during the prior Calendar Year. Any such true-up will reflect either a payment by CRRM to MAPL if the Recovery Rate resulted in an underpayment by CRRM or will reflect a payment by MAPL to CRRM if the Recovery Rate resulted in an overpayment by CRRM. Such overpayment or underpayment may, shall be made in a lump sum no later than 90 days after the end of the applicable period.

C. The Outbound Line incentive rates shall be the same for both interstate and intrastate transportation.

4. Inflation Adjustments. There shall be no increase in base rates for the initial two Annual Periods under each of the Inbound Line and Outbound Line pipeage agreements. For each of the Annual Periods after the first two Annual Periods, the base rate shall be increased by an amount equal to the increase, if any, in the Producer Price Index – Finished Goods, as published by the U.S. Bureau of Labor Statistics from the beginning to the end of the prior Annual Period. The incentive rates for the Inbound Line and Outbound Line shall not be subject to FERC indexing.

5. Pipeline Integrity Costs and Right to Abandon Service. All pipeline integrity work on the Inbound Line and the Outbound Line shall be consistent with the policies and procedures of MAPL and its parent company Enterprise Products Partners, L.P., in place at the time of such work. MAPL will provide CRRM with the policies and procedures that are in place during the term of the Pipeage Agreements.

Starting for MAPL Plan Year 2013, concurrent with the approval of its annual operating budget, MAPL will inform CRRM of the estimated pipeline integrity work for the subsequent

calendar year ("Plan Year") for each Pipeline. MAPL will also include with this information its estimate for pipeline integrity work for each Pipeline for the three years following the Plan Year. This estimate will represent the pipeline integrity expenditures which are not included as part of maintenance and are planned for both Pipelines and will be categorized as either Capital or Operating Expense. In addition, MAPL will include a written summary describing the specific work to be performed during the immediately succeeding Plan Year.

In addition, MAPL will provide a good faith estimate of pipeline integrity expenses for each Annual Period no later than 90 days prior to beginning of that Annual Period. Within 30 days after receipt of such information, CRRM shall be required to provide MAPL a written notification of whether or not it intends to pay the Recovery Rate for the immediately succeeding Annual Period for a Pipeline. If CRRM elects not to pay such Recovery Rate for a Pipeline, then MAPL will have the right, if it so elects, to idle that Pipeline and petition the KCC to abandon its Certificate of Public Necessity and Convenience for that Pipeline. For clarity, CRRM may elect to pay the pipeline integrity expenses for either or both Pipelines, and MAPL shall have the right to seek abandonment only for the Pipeline for which CRRM does not agree to pay such pipeline integrity expenses. If MAPL elects to idle a Pipeline following an election by CRRM to not pay the Recovery Rate, CRRM will not seek service during the time period MAPL elects to idle the Pipeline. If MAPL elects to seek abandonment of a pipeline following the election of CRRM to not pay the Recovery Rate, CRRM will not seek service on the Pipeline, nor shall CRRM protest or challenge the abandonment in any way at either the KCC or FERC or any other governmental agency or support a protest or challenge brought by any other party.

The above provisions regarding abandonment supersede any other prior agreements between the Parties regarding abandonment of the Pipelines, including the provision in the 1996

Settlement and Mutual Release Agreement as amended ("SMRA") requiring MAPL to provide 240 days written notice before abandoning the Pipelines.

Notwithstanding anything to the contrary herein, CRRM shall have no right or obligation of any type to ship product on the Outbound Line, until (i) it is provided with the amount of the actual pipeline integrity costs related to the hydrostatic test, which began in March, 2012 (estimated to be \$3,457,000) and any actual costs related to Pipeline repair and/or Pipeline rehabilitation (estimated to be \$670,000), and (ii) the pipeage agreement provided for in Section 3.A., above, is executed and takes effect.

6. Forward-Looking Rates. The incentive rates established pursuant to the Pipeage Agreements shall be effective as of the first applicable Annual Period for each Pipeline. For the period from October 1, 2011, through the effective date of the incentive rates, the intrastate rates for the Inbound Line and Outbound Line shall be equal to the interim rates established by the KCC and the interstate rate for the Outbound Line shall be equal to the tariff rate on file with the FERC. For the periods prior to the effective date of the incentive rates for each Pipeline established pursuant to the relevant Pipeage Agreement, CRRM shall not be liable for any additional payments or charges to MAPL and MAPL shall not be liable for any refunds, reparations or other payments to CRRM.

7. Pipeline Capacity. The Pipeage Agreements shall provide that the Inbound Line and the Outbound Line will each have the capability to deliver a minimum of 12,000 barrels per day. Reductions of take or pay minimum volumes will be made barrel for barrel if a Pipeline is not available to deliver contract quantities of at least 10,000 barrels per day.

8. Right of First Offer. If MAPL desires to offer either Pipeline for sale, CRRM shall have the right of first offer to purchase the Pipeline in question. MAPL will be entitled to sell the Pipeline in question to a third party willing to pay more than CRRM.

9. Tariff Rates. The Parties acknowledge and agree that the material terms of the incentive rates must be set forth in tariffs at the KCC and/or FERC and made available to all shippers meeting the incentive rate conditions. MAPL shall file with the KCC and the FERC all tariffs necessary to establish the incentive rates provided for in this Settlement Agreement, pursuant to the applicable requirements of each agency and the Parties will pursue all reasonable efforts to assure the approval or acceptance of the incentive rates by each applicable agency. If requested by MAPL, CRRM shall provide a "non-affiliated shipper concurrence letter," in a form mutually agreeable to both Parties and signed by CRRM, in support of MAPL's tariff filings. MAPL shall also be permitted to maintain general commodity rates at levels higher than the incentive rates provided for in this Settlement Agreement. CRRM shall not protest, intervene in support of a protest or otherwise challenge any tariff filing made by MAPL consistent with the terms of this Settlement Agreement. Nor shall CRRM encourage or assist in the filing of any such protest, intervention or challenge by any other entity. So long as MAPL is in compliance with the terms of this Settlement Agreement, CRRM shall not file a protest or complaint, or support the filing by another party of a protest or complaint, challenging any matters agreed upon in this Settlement Agreement that occurred during the period covered by this Settlement Agreement, nor shall CRRM seek any reparations, refunds or any other form of relief from MAPL for movements made under the incentive rates established pursuant to this Settlement Agreement

during the period those incentive rates are in effect, except as provided above in Section 6 with respect to the Outbound Line.

10. KCC Docket No. 12-MDAP-068-RTS. Immediately upon the execution of this Settlement Agreement, the Parties shall inform the KCC of their agreement and shall take all reasonable steps to suspend the KCC proceedings, including the hearing. Upon execution of the Inbound Line Pipeage Agreement and Outbound Line Pipeage Agreement, the Parties shall inform the KCC that they have settled all outstanding issues in Docket No. 12-MDAP-068-RTS, and the Parties shall cooperate, each at its own expense, to effectuate any other steps necessary to obtain approval for the Settlement Agreement, Pipeage Agreements and intrastate tariff rates, as necessary, and to terminate that proceeding.

11. KCC Docket No. 12-MDAP-488-COM. Within ten (10) business days of the execution of this Settlement Agreement, CRRM shall file with the KCC a motion of withdrawal of CRRM's complaint in Docket No. 12-MDAP-488-COM, and the Parties shall cooperate, each at its own expense, to effectuate any other steps necessary to terminate that proceeding.

12. FERC Docket No. IS11-604-000. Within ten (10) business days of the execution of the Outbound Line Pipeage Agreement, CRRM shall file with the FERC a notice of withdrawal of CRRM's protest in FERC Docket No. IS11-604-000, and the Parties shall cooperate, each at its own expense, to effectuate any other steps necessary to terminate that proceeding.

13. Consistency with Applicable Law. The Parties acknowledge that MAPL is a common carrier pipeline subject to the regulation of the FERC and the KCC, as well as other governmental agencies. This Settlement Agreement shall be subject to and construed to be consistent with all present and future federal, state and local laws, orders, directives, rules and regulations of any such governmental body or official having jurisdiction, including the KCC and the FERC or the successors.

14. Entirety. This Settlement Agreement constitutes the entire agreement among the Parties concerning the subject matter hereof. No prior stipulation, statement, agreement or understanding of the Parties (oral or written) concerning the subject matter of this Settlement Agreement shall be valid or enforceable unless embodied in this Settlement Agreement. To the extent they have not otherwise terminated, the 2005 Inbound Line Pipeage Agreement, the Outbound Line Lease Agreement, and the SMRA are hereby superseded and terminated by this Settlement Agreement. Any amendment to this Settlement Agreement must be in writing and signed by each of the Parties hereto. The provisions of the Settlement Agreement have resulted in negotiations among the Parties and are interdependent. In the event that the KCC does not approve and adopt the terms of this Settlement Agreement in total, it shall be voidable and not Party hereto shall be bound, prejudiced, or in any way affected by any of the agreements or provisions hereof. Further, in such event, this Settlement Agreement shall be considered privileged and not admissible in evidence or made a part of the record in any proceeding.

15. No Admission of Liability. The Parties expressly understand and agree that this Settlement Agreement constitutes a negotiated settlement for the sole purpose of resolving the

matters agreed to herein. Neither MAPL nor CRRM shall be prejudiced or bound by this Settlement Agreement in any proceeding except as specifically provided herein, nor shall any Party be deemed to have conceded, approved, accepted, agreed to or consented to any concept, theory, or principle underlying or supposed to underlie any position taken by any other Party in the proceedings resolved by this Settlement Agreement. This Settlement Agreement shall not constitute an admission of liability or an admission against interest by any Party, and shall not be cited or relied on as precedent by one Party to the detriment of the other in any proceedings other than those referenced herein, except to the extent necessary to enforce the provisions of this Settlement Agreement.

16. Signatories. The signatories hereby represent and warrant that they have full authority to execute this Settlement Agreement on behalf of their respective Parties.

17. Interpretation. The Parties acknowledge that they have been represented and advised by counsel of their choosing in the negotiation, drafting and execution of this Settlement Agreement. This Settlement Agreement shall be interpreted in accordance with its fair meaning and not for or against any Party.

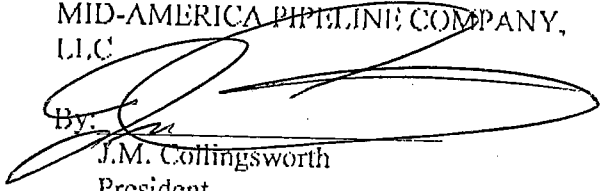
18. Successors and Assigns. This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of any Party hereto. The rates applicable to CRRM under this Settlement Agreement shall likewise be applicable to and available to all of CRRM's successors, assigns, and affiliates for the term of this Settlement Agreement.

19. Applicable Law. This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

20. Counterparts. This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument.

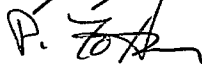
IN WITNESS WHEREOF, the Parties hereto have duly executed this Settlement Agreement as of the date first written above.

MID-AMERICA PIPELINE COMPANY,
L.L.C.

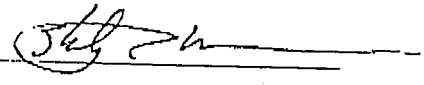
By: 

J.M. Collingsworth
President

Date: 4/3/12



COFFEYVILLE RESOURCES REFINING
& MARKETING, L.L.C.

By: 

Date: 4/2/12