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Kansas Corporation Commission
/S/ Patrice Petersen-Klein

PUBLIC VERSION

BEFORE THE STATE CORPORATION COMMISSION
OF THE STATE OF KANSAS

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.	))))))	**Docket No.:** 12-MDAP-068-RTS

APPLICATION,
MOTION FOR TEMPORARY WAIVER OF FILING REQUIREMENT,
AND REQUEST FOR INTERIM RATES SUBJECT TO REFUND

Mid-America Pipeline Company, LLC ("MAPL") files this Application with the State Corporation Commission of the State of Kansas ("Commission" or "KCC") for the purpose of establishing rates for transportation service in accordance with K.S.A. 66-117, K.S.A. 66-1,217 and K.A.R. 82-10-2. MAPL respectfully requests that the proposed initial general commodity rates become effective in accordance with the statute and regulation, except as otherwise noted in this application, and in support of such request, MAPL states the following:

I. INTRODUCTION

1. MAPL is a liquids pipeline common carrier under the jurisdiction of the Commission that is engaged in the transportation of liquid hydrocarbons within the meaning of K.S.A. 66-105 and 66-1,215. MAPL holds a certificate of convenience and authority issued by the Commission, authorizing MAPL to engage in such business.

2. MAPL is an approximately 7,800-mile pipeline system within thirteen (13) states, as shown in the system map attached hereto as **Exhibit A.** MAPL's Kansas assets include 1,852

miles of pipe, a storage facility in Conway, Kansas, and two offices. MAPL directly employs approximately forty-nine people in Kansas and pays approximately $4.6 million annually in taxes to the State of Kansas. The portion of MAPL's pipeline system which is located in Kansas is shown on **Exhibit B.**

3. In addition to undersigned counsel, all correspondence, pleadings, orders, decisions and communications regarding this proceeding should be sent to:

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Vice President
1100 Louisiana, Suite 1000
Houston, Texas 77002
Telephone: (713) 381-3939
Facsimile: (713) 803.1307
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II. BACKGROUND

4. There are two distinct line segments addressed in this application. One is the Conway to Coffeyville inbound blue line ("Inbound Line") and the other is the Coffeyville to El Dorado outbound red line ("Outbound Line"). The Inbound Line primarily transports natural gas liquids from Conway, Kansas to a refinery at Coffeyville, Kansas. The Coffeyville refinery is owned by Coffeyville Resources Refining & Marketing, LLC ("CVR"), which is wholly owned by CVR Energy, Inc., a NYSE listed company headquartered in Sugar Land, Texas. The Outbound Line transports refined petroleum products from Coffeyville to El Dorado, Kansas.

5. CVR is the sole shipper on the Inbound Line from Conway to Coffeyville, under a Pipeage Contract executed in 2005 with an incentive rate program which has throughput and deficiency obligations. Under an Agreement of Capacity Lease and Operating Agreement executed in 1996, as amended by two (2) Amendments to Agreement of Capacity Lease and

Operating Agreement executed in 1999 and 2005, respectively ("Capacity Lease"), CVR leases from MAPL all of the capacity of the Outbound Line and has been responsible for filing its own tariff rate at the Commission. For the Inbound Line, rates are set via MAPL tariff filings with the Commission, the most recent of which was filed on May 23, 2011, in Docket No. 11-MDAP-802-TAR, and approved by the Commission on July 22, 2011. Both the Pipeage Contract and the Capacity Lease were approved by the Commission and are attached hereto as **Exhibit C.**

6. The Capacity Lease, the Pipeage Contract and the incentive rate program all automatically expire under their own terms on September 30, 2011. MAPL has been unable to reach agreement with CVR on negotiated rate to replace the existing agreements upon their automatic termination. As such, MAPL files this application requesting the Commission issue the following Orders:

(1) Grant MAPL's request for a temporary waiver of the requirement under K.A.R. 82-10-2 that testimony be filed simultaneously with this application and allow MAPL to file such testimony on August 19, 2011. MAPL hereby affirms that the 240-day timeline provided under K.S.A. 66-117 would not begin until August 19, 2011, when the testimony is filed.

(2) Issue an Order no later than September 19, 2011, approving interim rates to be effective October 1, 2011, for MAPL's Inbound and Outbound Lines consistent with the rates set forth in MAPL's K.C.C. No. 13, attached hereto as **Exhibit D**. These rates are based upon the cost of service information provided with this application, and would be subject to refund plus interest based upon the difference, if any, between the interim rates and the final rates approved by the Commission in this docket; and

(3) Grant approval of the cost-based rates set forth in MAPL's K.C.C. No. 13, effective with the date of the Commission's final order in this docket.

7. The rates proposed are initial general commodity rates for these services. The rates proposed for MAPL will be fair, just and reasonable both to MAPL and its customers. Attached hereto as **Exhibit E** is the Notice sent to MAPL's shippers who may be affected by the this filing. Attached as **Exhibit F** is MAPL's most recent FERC Form No. 6, as required by K.A.R. 82-10-2(b)(3).

III. TEMPORARY WAIVER OF SIMULTANEOUS TESTIMONY PREFILING REQUIREMENTS.

8. K.A.R. 82-10-2 sets forth the information to be included with a rate filing for a liquids pipeline company. Section (c) states that prefiled testimony shall be filed simultaneously with the filing of the application. Section (d) states that, for good cause shown, the Commission may waive any of the requirements of the rule. MAPL is requesting that the Commission temporarily waive the requirement that testimony be filed simultaneously with the application, and allow MAPL to file such testimony on August 19, 2011.

9. The September 30, 2011 automatic expiration of the agreements with CVR dictates that MAPL establish new rates effective October 1, 2011. MAPL has attempted to negotiate new rates with CVR since mid-2010, but those efforts have not been successful. MAPL must proceed with filing this application in order that the request for interim rates can be considered and acted upon by the Commission before the September 30, 2011 deadline, after which time MAPL will not have approved rates for its service on the Inbound and Outbound Lines. Under the tight time constraints MAPL faced, it was able to prepare the cost of service information needed to support the rates proposed in the filing, but drafting of testimony could not

be done before the time the filing needed to be made. Therefore, MAPL is requesting the Commission temporarily waive the testimony filing requirements and allow MAPL to submit that testimony on August 19, 2011. MAPL confirms that the 240-day time period contained in K.S.A. 66-117 will not begin running until the testimony is filed on August 19, 2011.

IV. REQUEST FOR ORDER GRANTING INTERIM RATES SUBJECT TO REFUND PLUS INTERESTTO BE CHARGED DURING PENDENCY OF THE COMMISSION'S FULL REVIEW OF THE ISSUES POSITED IN THIS DOCKET.

10. As explained above, as of October 1, 2011, MAPL will no longer have Commission approved rates on file for its Inbound Line because the present rates expire with the automatic termination of the 2005 Pipeage Contract on September 30, 2011. The existing rate for the Outbound Line is CVR's tariff rate, which will no longer be valid upon the automatic termination of CVR's Capacity Lease on September 30, 2011. As such, interim rates need to be approved by the Commission to become effective October 1, 2011. Such rates would remain effective until a final order is issued by the Commission on this application. If the ultimate rates approved by the Commission in this docket are less than the interim rates, MAPL will refund the difference charged to its customers, with interest at the rate that is posted on the FERC website at: http://www.ferc.gov/legal/acct-matts/interest-rates.asp.

11. As shown in the cost of service schedules attached hereto as **Schedules 1 - 2**, MAPL has provided sufficient information to support the rates proposed in this application. MAPL has used acceptable accounting procedures and proper allocations, based upon FERC approved methodologies. MAPL understands that the Commission Staff must fully review this data before final rates are approved, but in the interim, the proposed rates are sufficiently justified to allow the Commission to approve them in order for the rates to become effective on

October 1, 2011, subject to refund plus interest. The schedules show that during the test year, the achieved rate of return for MAPL was negative 16.4% for the Outbound Line, and 4.3% for the Inbound Line. As such, under the expiring contract rates, MAPL's earnings are at a level amounting to confiscation of MAPL's property. Interim rate relief as proposed by MAPL is necessary during the pendency of this docket in order that MAPL will have a Commission-approved rate in effect at all times, and that the rate will allow MAPL to begin to earn a fair rate of return on its property located in Kansas.

12. The Commission has the authority to approve interim rates subject to refund, as requested by MAPL. *Kansas-Nebraska Natural Gas Co., Inc. v. State Corporation Commission,* 217 Kan. 604, 612 (1975). MAPL's filing will be supplemented with Direct Testimony on August 19, 2011, prior to the date that an order on interim rates is needed from the Commission. However, the exhibits and information provided with this application are sufficient to support the interim rates requested.

V. REQUEST FOR COST-BASED RATES

13. MAPL requests approval of the cost-based rates supported by the schedules filed with this application. These schedules establish a gross revenue deficiency of $2.4 million for the Inbound Line based upon test year results, adjusted for known and measurable changes in operating expenses and capital additions to property. The allowed rates represent a gross revenue increase of approximately 92% based on test year revenue of approximately $5.1 million. The comparable gross revenue deficiency for the Outbound Line is approximately $7.4 million for the same period, also due to known and measurable changes in operating expenses and capital additions to property. The proposed rates represent a gross revenue increase of approximately 930% based on test year revenue of approximately $8.2 million. For both the

Inbound and Outbound Lines these gross revenue increases are primarily attributable to existing revenues not capturing the extensive pipeline integrity costs incurred by MAPL.

14. MAPL is requesting a nominal return on equity of 11.96% based upon a capital structure of 52.74% equity for the adjusted test year in this application. MAPL is a wholly owned subsidiary of Enterprise Products Partners L.P., a master limited partnership, whose capital structure is being used in this cost of service.

15. The proposed revenues in this application are just and reasonable, and necessary to assure continuing, adequate, efficient and reliable service on the two segments of pipeline which are the subject of this application.

VI. EXPIRATION OF CONTRACTS

16. Over the past thirty years, MAPL and CVR (through their predecessors) have executed and operated under a number of agreements related to the two lines addressed in this application. In 1996, the parties executed the Settlement and Mutual Release Agreement ("SMRA"), addressing both lines. Under the SMRA, the parties executed the Agreement of Capacity Lease and Operating Agreement for the Outbound Line on March 7, 1996, which was amended in 1999 and again in 2005. The 2005 Amendment states that "[t]he term of this Agreement shall commence on January 1, 1997 and shall expire on September 30, 2011." (Paragraph 1.)

17. Regarding the Inbound Line, the SMRA provided that MAPL would file a tariff within 10 days of the SMRA being approved by the Commission. MAPL timely made that tariff filing. The rates paid by CVR were later established under The Pipeage Contract, with throughput and deficiency obligations, that was entered into by MAPL and CVR as of

September 1, 2005. The Pipeage Contract states that "[t]he Agreement shall automatically terminate on September 30, 2011." (Section 2.) By the specific terms of the contracts executed by the parties and approved by the Commission, the contracts and their associated rates and terms of service expire on September 30, 2011. As of that date, there will no longer be any contracts or agreements in effect between MAPL and CVR.

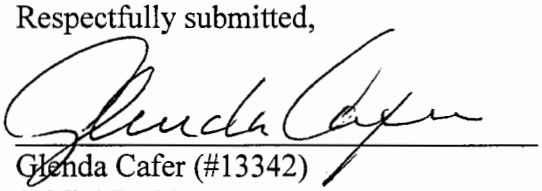
WHEREFORE, in consideration of the foregoing, MAPL respectfully requests the Commission issue Orders in this docket as follows:

(1) Grant MAPL's request for a temporary waiver of the requirement under K.A.R. 82-10-2 that testimony be filed simultaneously with this application and allow MAPL to file such testimony on August 19, 2011. MAPL hereby affirms that the 240-day timeline provided for under K.S.A. 66-117 would not begin to run until August 19, 2011, when the testimony is filed.

(2) Issue an Order approving interim rates to be effective October 1, 2011, for MAPL's Inbound and Outbound Lines consistent with the rates set forth in MAPL's K.C.C. No. 13, attached hereto as **Exhibit D**. These rates are based upon the cost of service information provided with this application, and would be subject to refund plus interest based upon the difference, if any, between the interim rates and the final rates approved by the Commission in this docket; and

(3) Grant approval of the cost-based rates set forth in MAPL's K.C.C. No. 13, effective with the date of the Commission's final order in this docket.

Respectfully submitted,



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ATTORNEYS FOR MID-AMERICA PIPELINE COMPANY, LLC

VERIFICATION

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

I, J. M. Collingsworth, being duly sworn, on oath state that I am President of Mid-America Pipeline Company, LLC, that I have read the foregoing application, exhibits and schedules and know the contents thereof, and that the facts set forth therein are true and correct to the best of my knowledge and belief.

MID-AMERICA PIPELINE COMPANY, LLC

By: _____
J. M. Collingsworth

The foregoing application was subscribed and sworn to before me this _____ day of July, 2011.

_____
Notary Public

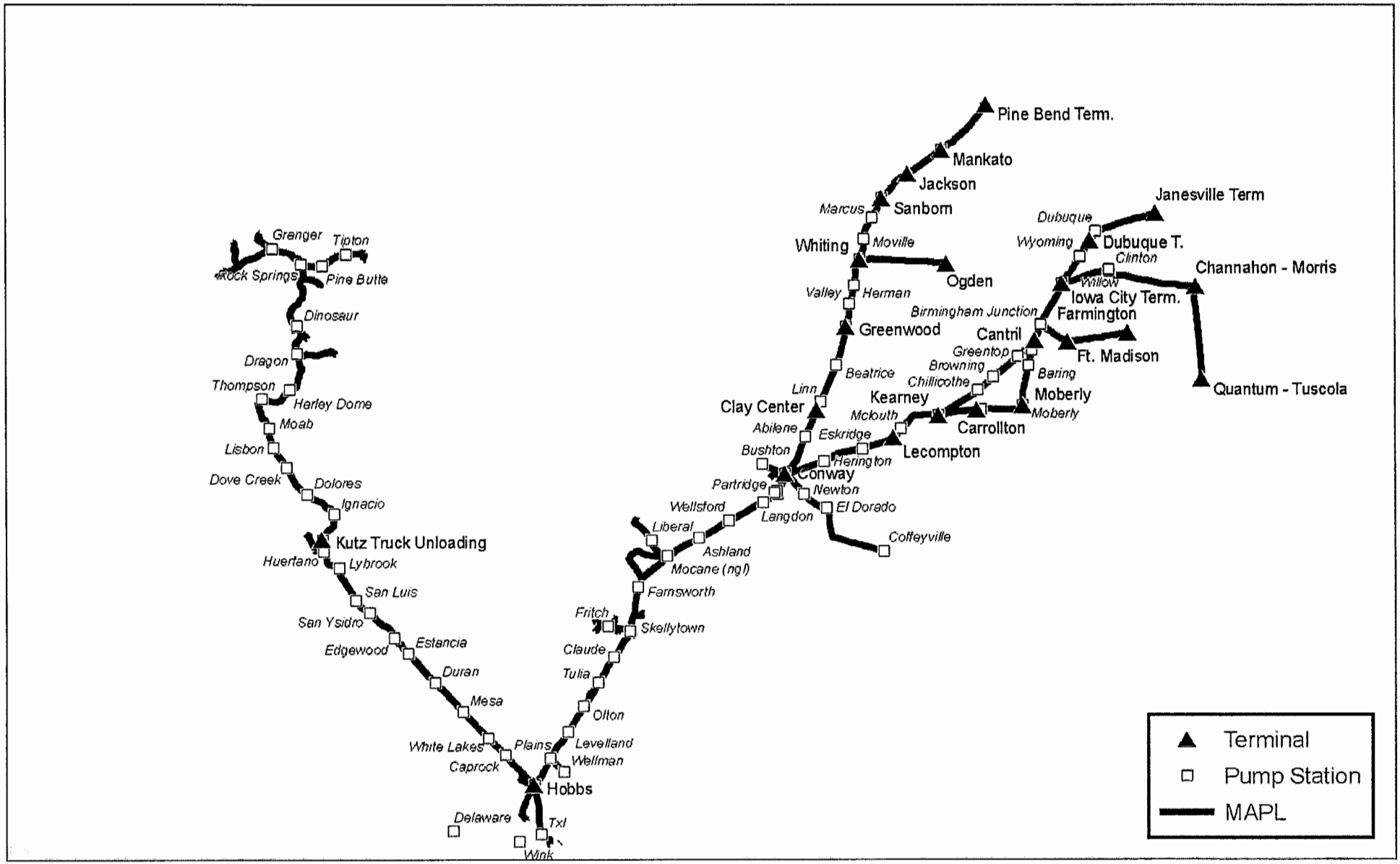
My Commission Expires:
September 2, 2012

KAREN D. HEARON
Notary Public, State of Texas
My Commission Expires
September 02, 2012

EXHIBIT

tabbies

A



EXHIBIT

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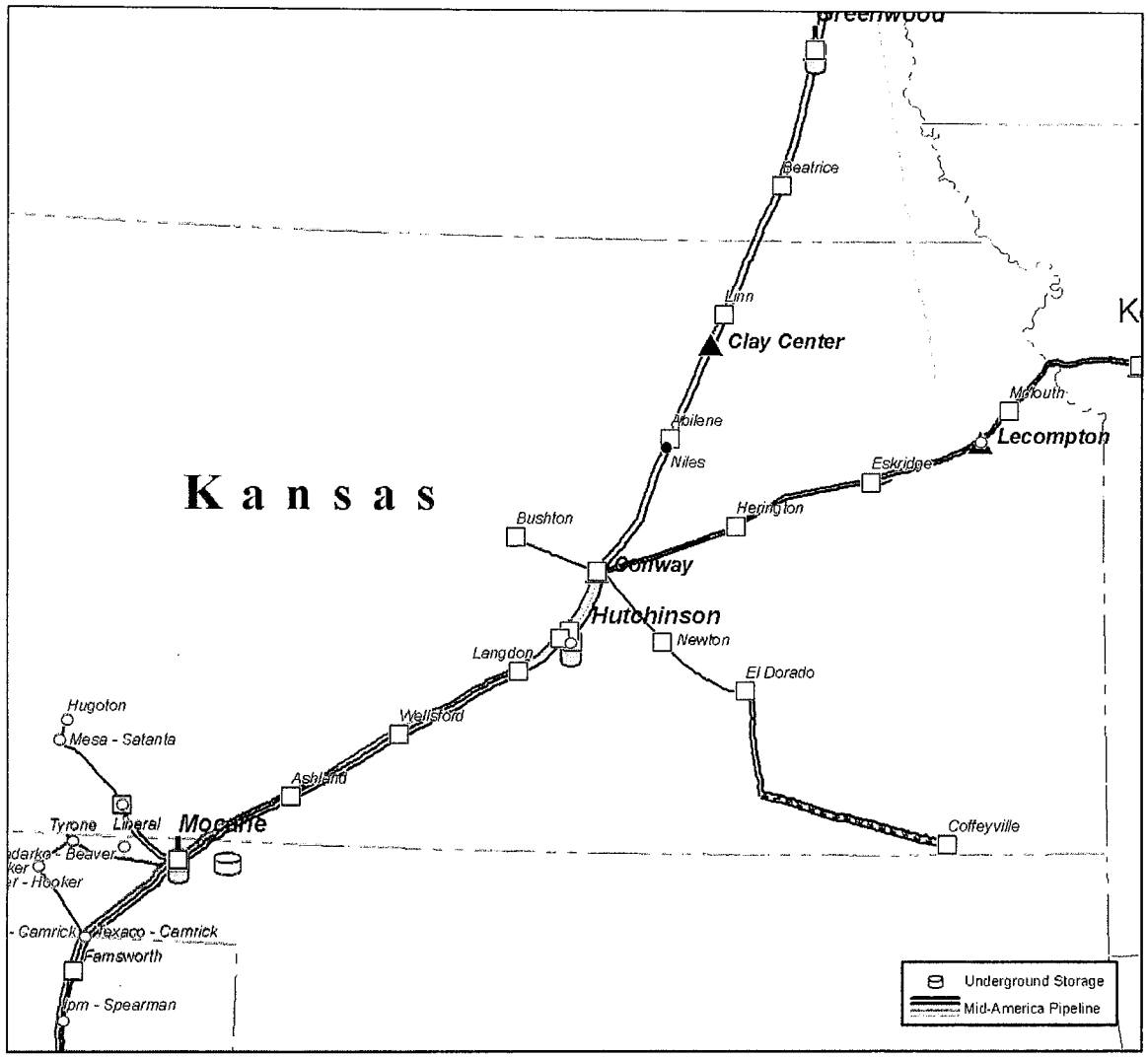

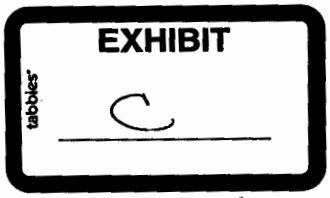

AGREEMENT OF

CAPACITY LEASE

AND

OPERATING

AGREEMENT

AGREEMENT OF CAPACITY LEASE

BETWEEN

MID-AMERICA PIPELINE COMPANY
and
FARMLAND INDUSTRIES, INC.

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and associated therewith in any manner related to the transportation of petroleum products, for the time period of January 1, 1997 through December 31, 1999. The herein set forth pipeline capacity lease does not include any facilities owned by MAPL or any affiliated or other entities related to MAPL, except the capacity of those pipeline and appurtenant facilities described herein and located between Coffeyville, Kansas and El Dorado, Kansas, and more specifically delineated on Exhibit A attached hereto and made a part hereof.

1.2 For the term of this AGREEMENT, Farmland shall have, without limitation, the right to transport any type of petroleum products, whether refined petroleum products or otherwise, including, but not limited to, motor gasoline, diesel fuel, heating oil, aviation gasoline, propane, butane, isobutane, and refinery grade butane (such listed products, and others not so listed, to be defined in the same or similar manner as defined in common petroleum industry usage). Such petroleum products will be of similar specifications to those published specification requirements of the pipelines receiving petroleum products from the Leased Facilities as they may exist from time to time; provided, however, that no petroleum products may be tendered for the first time to nor transported for the first time after the Effective Date on the Leased Facilities which petroleum products will be delivered from the Leased Facilities to a connecting pipeline without Farmland first providing to MAPL written acceptance from such connecting pipeline of the petroleum products specification provided for in this Section 1.2.

1.3 During the term of this AGREEMENT, Farmland shall have the right to transport volumes only outbound from Coffeyville, Kansas to El Dorado, Kansas on an unlimited basis, subject only to capacity limitations related to the physical limitations of the described

AGREEMENT OF CAPACITY LEASE AND OPERATING AGREEMENT

AGREEMENT OF CAPACITY LEASE

This Agreement of Capacity Lease and Operating Agreement ("AGREEMENT") is made and entered into this 7th day of March, 1996, by and between Mid-America Pipeline Company, the Lessor, a Delaware corporation ("MAPL"), and Farmland Industries, Inc., the Lessee, a Kansas corporation ("Farmland").

W I T N E S S E T H:

WHEREAS, MAPL owns and operates pipelines and appurtenant facilities throughout a substantial portion of the United States; and

WHEREAS, MAPL owns and operates a segment of pipeline and appurtenant facilities (herein "Leased Facilities") located between Coffeyville, Kansas and El Dorado, Kansas; and

WHEREAS, Farmland desires to lease the capacity of such described pipeline and appurtenant facilities between Coffeyville, Kansas and El Dorado, Kansas, which are owned and operated by MAPL; and

WHEREAS, MAPL is ready, willing and able to lease to Farmland the capacity of such described pipeline and appurtenant facilities between Coffeyville, Kansas and El Dorado, Kansas.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, AND OF THE MUTUAL COVENANTS HEREIN CONTAINED, MAPL AND FARMLAND COVENANT AND AGREE AS FOLLOWS:

ARTICLE I

LEASED PIPELINE CAPACITY

1.1 MAPL leases to Farmland the entirety of the capacity of the pipeline and appurtenant facilities between Coffeyville, Kansas and El Dorado, Kansas, more particularly described on Exhibit A attached hereto, and made a part hereof, and all of the capacity included therein

pipelines and appurtenant facilities between Coffeyville, Kansas and El Dorado, Kansas, as more specifically delineated on Exhibit A, attached hereto and made a part hereof. For purposes of example, and not by way of limitation, capacity related to such described pipeline and appurtenant facilities included within this AGREEMENT has permitted transportation on an annual basis of volumes in excess of 3,000,000 barrels.

ARTICLE II

EFFECTIVE DATE AND TERM

2.1 This AGREEMENT shall become effective as of the date such AGREEMENT is made and entered into or the date the KCC issues its Order pursuant to Paragraph 20 of the Settlement and Mutual Release Agreement among Farmland, Mid-America Pipeline Company and MAPCO Intrastate Pipeline Company, Inc., whichever date is later, and shall be for a term extending from and including January 1, 1997 through and including December 31, 1999.

ARTICLE III

LEASE PAYMENTS

3.1 Farmland agrees to pay MAPL for the herein described capacity lease of the described pipeline and appurtenant facilities, as follows:

A. Payments by Farmland for utilization of the herein described pipeline and appurtenant facilities for the period of calendar year 1997, shall be made pursuant to the following schedule: A payment, by Cashier's Check, in the amount of $89,500 on the date that this AGREEMENT is made and entered into; on August 1, 1996, a payment, by Cashier's Check, in the amount of $60,500; on or before the fifth calendar day of each of the

following listed months of 1997, a payment of $25,000 per month: July, August, September, October, November and December, 1997.

B. For calendar years 1998 and 1999, on or before the fifth day of each month, a payment of $25,000 per month.

3.2 If the entirety of the leased capacity (Exhibit A) is made available for less than a full month, and such unavailability of capacity impairs Farmland's ability to transport all the petroleum products that it would and could have reasonably transported during such month in the pipeline leased herein, the described monthly payment (or in the case of calendar year 1997, then the average monthly payment, when annualized) shall be the regular monthly payment as set forth herein, times a fraction, the numerator of which shall be the number of days such pipeline capacity was made available, and the denominator of which shall be the total number of days in such month.

3.3 In the event Farmland shall fail to pay any amount due MAPL when the same is due, interest thereon shall accrue at a varying rate per annum (based on a year of 365 or 366 days, as the case may be) which shall be equal to the lesser of (i) 16%, or (ii) the maximum non-usurious interest rate under Kansas law, for any period during which the same shall be overdue, such interest to be paid when the amount past due is paid. If such failure to pay continues for 90 days after any such payment is due and after MAPL's written notice to Farmland, MAPL may terminate this Agreement. Nothing herein shall require that Farmland shall pay interest on any amount, if Farmland has challenged such amount in writing, and such amount contended to be due and owing by MAPCO from MAPL is ultimately determined to be in error; provided, however, interest shall be due on any amount claimed to be due and owing by MAPCO from MAPL, or portion thereof, challenged by Farmland but not found to be in error. In addition, if just a portion of any amount claimed to be

due and owing by MAPL is challenged, Farmland shall pay when due and owing, the portion of any amount claimed by MAPL, which is not challenged.

3.4

3.4.1 During the period of any event of force majeure which event lasts continuously for ninety (90) days or less, the obligations (other than the obligation to remedy such event of force majeure as set forth in Article VIII hereof) of Farmland and MAPL hereunder shall be suspended; provided, however, that Farmland's obligation to pay for pipeline capacity leased hereunder during such period of force majeure shall be extinguished.

3.4.2 During the period of any event of force majeure which event lasts continuously for ninety one (91) days or more, Farmland, may, at its sole option: (a) terminate this AGREEMENT or (b) commence making payments as required hereunder for the period commencing on such ninety first day in which case this AGREEMENT shall continue in full force and effect including, without limitation, the parties' obligations set forth in Article VIII hereof to remedy such event so far as possible with reasonable dispatch; provided, however, that Farmland, may at its sole option, cease payments at any time after such ninety first day and terminate this AGREEMENT.

3.5 In addition to those Capacity Lease Payments described in ARTICLES 3.1, 3.2 and 3.3, Farmland shall be solely responsible for payment for the electricity required to operate the new pump (to be purchased at the sole expense of MAPL) to be installed within ninety days subsequent to the execution of this AGREEMENT, at or near the Farmland Coffeyville, Kansas Refinery. Farmland and MAPL agree that

Paragraph 8 of the Settlement and Mutual Release Agreement between Mid-America Pipeline Company, MAPL Intrastate Pipeline Company, Inc., and Farmland Industries, Inc. is incorporated herewith and made a part hereof.

ARTICLE IV

RECEIPT AND DELIVERY POINTS

4.1 Petroleum products delivered into or caused to be delivered into the Leased Facilities by Farmland shall enter the Leased Facilities (Exhibit A) "at the inlet side of the metering and measurement facilities of MAPL at or near Farmland's Refinery plant gate at Coffeyville, Kansas" (the pipeline "Receipt Points").

4.2 Petroleum products delivered out of (from) or caused to be delivered out of (from) by Farmland shall leave the herein described Leased Facilities hereunder, at the following pipeline "Delivery Points":

A. The outlet side of the metering and measurement facilities of MAPL into the current receiving pipeline or appurtenant facilities of Kaneb Pipe Line Operating Partnership, L.P. ("Kaneb") at or near El Dorado, Kansas.

B. At additional Delivery Points out of the Leased Facilities, to be designed, engineered, and constructed at the expense of, or on behalf of Farmland. Such additional Delivery Points, as described in this subpart shall be and remain the sole property of Farmland, or Farmland's designee. Any such additional Delivery Point(s), as described in this subpart, shall be at no cost to MAPL, shall meet [illegible]ory and industry standards as to construction and operation, and shall be further subject to the engineering review and reasonable approval of MAPL. There shall

be no obligation on the part of MAPL to operate, maintain or repair such additional Delivery Point(s). Provided, however, MAPL shall operate its facilities (Exhibit A) to reasonably accommodate deliveries to such additional Delivery Points under terms and conditions set forth in the Form of Interconnection Agreement attached hereto at Exhibit C; provided, however, that in the event of any conflict between Exhibit C and this AGREEMENT, this AGREEMENT shall control. MAPL shall be under no obligation to handle product interfaces at Receipt Points or Delivery Points nor to account for over/short measurements which do not arise from product losses as a result of the failure of pipeline integrity.

ARTICLE V

TITLE TO PETROLEUM PRODUCTS

5.1 It is understood and agreed that petroleum products contained in the leased capacity of the pipeline and appurtenant facilities (Exhibit A) leased hereunder shall be at all times owned by, and title held by, Farmland or its designee.

ARTICLE VI

OPERATION OF PIPELINE

6.1 Operation of the described pipeline and appurtenant facilities (Exhibit A) subject to this AGREEMENT shall be in accordance with Exhibit B (Operating Agreement) attached hereto and made a part hereof, said Operating Agreement having a term commensurate with this AGREEMENT.

ARTICLE VII

TAXES

7.1 MAPL shall be responsible for any and all real estate taxes levied by any authority on the facilities (Exhibit A) described in this

AGREEMENT. If Farmland is required by law to pay any such real estate taxes, such payment(s) shall be credited against the monthly payments due pursuant to Article III until such credit is extinguished.

ARTICLE VIII

FORCE MAJEURE

8.1 If either MAPL or Farmland is rendered unable by force majeure, or any other cause of any kind not reasonably within its control, wholly or in part, to perform or comply with any obligations or conditions of this AGREEMENT (other than Farmland's obligation to make payments due hereunder, as may be conditioned by Article 3.4), upon either MAPL or Farmland, as the case may be, giving timely notice and reasonably full particulars to the other Party, such obligation or condition shall be suspended during the continuance or the specific inability so caused, and such Party shall be relieved of liability and shall suffer no prejudice for failure to perform the same during such period. The cause of suspension (other than strikes or differences with workmen) shall be remedied so far as possible with reasonable dispatch. Settlement of strikes and differences with workmen shall be wholly within the discretion of the party having difficulty. The Party having difficulty shall notify the other Party of any change in circumstances giving rise to the suspension of its performance and of its resumption of performance under this AGREEMENT.

8.2 The term "force majeure" shall include, without limitation by the following enumeration: Acts of God and the public enemy, the elements, fire, accidents, explosions, breakdowns, strikes, differences with workmen, and any other industrial, civil or public disturbance, failure to obtain necessary government authorizations, any act or omission beyond the control of the party having the difficulty, and

restrictions or restraints imposed by laws, orders, rules, regulations, or acts of any government or governmental body or authority, civil, or military, the necessity or desirability of making repairs or alterations of machinery, equipments of lines of pipe, freezing of equipment, or lines of pipe, and any other causes, whether of the kind herein enumerated or otherwise, not reasonably within the control of the party claiming suspension. Force majeure likewise includes: (i) in those instances when either Party hereto is required to obtain servitudes, rights-of-way grants, permits or licenses to enable such Party to acquire, or the delays on the part of such Party in acquiring, at reasonable costs and after the exercise of reasonable diligence, such servitudes, rights-of-way, grants, permits, or licenses, and (ii) in those instances where either Party is required to furnish materials, supplies, or equipment for construction, installing, or maintaining facilities or equipment, or is required to secure permits or permission from any governmental agency, federal, state or local, civil or military, to enable such Party to fulfill its obligations hereunder, the inability of such Party to acquire or install or both, supplies, equipment, permits and permission.

8.3 Maintenance and repair shall, so far as is reasonably possible, not interfere with the full use of the capacity lease of the pipeline and appurtenant facilities (Exhibit A) hereunder, and when reasonably scheduled and conducted, shall not constitute force majeure. MAPL shall use its best efforts to conduct routine maintenance and repair in a reasonable manner, including the scheduling thereof, to enable Farmland uninterrupted and full use of the Leased Facilities (Exhibit A).

ARTICLE IX

LIABILITY

9.1 MAPL shall be responsible for repair and replacement of the Leased Facilities for loss or physical damage (Exhibit A), including equipment necessary to carry out MAPL's performance under this AGREEMENT; provided, however, that MAPL will not be responsible for such repair and replacement of loss or physical damage to the percentage extent caused by the negligence, willful misconduct or breach of this AGREEMENT by Farmland.

ARTICLE X

WARRANTIES

10.1 MAPL warrants that at all times during the term of this AGREEMENT, the pipeline and appurtenant facilities (Exhibit A) will be maintained and operated by MAPL in compliance with applicable statutes, regulations, rules, directives, and orders of any and all federal, state, or local governmental entities.

10.2 Farmland warrants that at all times during the term of this AGREEMENT, the additional Delivery Points will be maintained and operated by or on behalf of Farmland in compliance with applicable statutes, regulations, rules, directives, and orders of any and all federal, state or local governmental entities.

10.3 Farmland warrants that all necessary corporate action has been taken that is necessary for Farmland to enter into and perform its obligations under this AGREEMENT, and that to the best of Farmland's knowledge, there is no legal impediment that exists to its performance hereunder.

10.4 MAPL warrants that all necessary corporate action has been taken that is necessary for MAPL to enter into and perform its

obligations under this AGREEMENT, and that to the best of MAPL's knowledge, there is no legal impediment that exists to its performance hereunder.

ARTICLE XI

GOVERNMENTAL RULES AND REGULATIONS

11.1 This AGREEMENT shall be subject to all present and future federal, state, and local governmental laws, orders, directives, rules and regulations of any such governmental body or official having jurisdiction, and neither Farmland nor MAPL has or will knowingly undertake or knowingly cause to be undertaken any activity which would conflict with such laws, orders, directives, rules or regulations; provided, however, that nothing herein shall be construed to restrict or limit either Farmland's or MAPL's right to object to or contest any such law, order, directive, rule or regulations.

ARTICLE XII

ASSIGNMENT

12.1 The terms and provisions of this AGREEMENT shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of MAPL and Farmland. Neither Farmland nor MAPL may assign this AGREEMENT, or any of its rights or obligations hereunder, without the prior written consent of the other Party, but such consent to assignment will not be unreasonably withheld. However, this AGREEMENT may be assigned without the consent of the non-assigning Party to an affiliate or subsidiary, a related entity thereto, or a joint venture, limited or general partnership, limited liability company or corporation, in which MAPL or Farmland, or any affiliates, subsidiaries, or related entities thereto own an interest of at least 35% of such

assignee, or by MAPL or Farmland in conjunction with a sale of all or substantially all of the petroleum-related assets of either MAPL or Farmland. Any assignment consented to, or permitted hereunder, shall not relieve the assignor from its rights and obligations under this AGREEMENT. Any assignment which is made contrary to the provisions of this Article XII shall be void.

ARTICLE XIII

NOTICES

13.1 Except when otherwise provided herein, any notice, request, demand, or other communication provided for in this AGREEMENT, shall be in writing, and shall be deemed given only "upon receipt" when sent in the following, permitted manner: Facsimile, telex, overnight delivery service (Federal Express, UPS, Airborne Express, or U.S. Postal Service) or U.S. Postal Service Certified Mail, return receipt requested, postage prepaid, and directed to MAPL or Farmland as follows:

MAPL:

Mid-America Pipeline Company
1800 South Baltimore Avenue
P. O. Box 645
Tulsa, Oklahoma 74101
Attn: President
Facsimile #918/591-1470

FARMLAND:

Vice President - Petroleum Division
Farmland Industries, Inc.
3315 North Oak Trafficway
P. O. Box 7305
Kansas City, Missouri 64116
Facsimile #816/459-5922

13.2 Either MAPL or Farmland may, from time to time, change the address or designee for notification under this ARTICLE by notice thereof to the other Party by Certified Mail, return receipt requested, of such change.

ARTICLE XIV

COUNTERPART EXECUTION

14.1 This AGREEMENT may be executed in any number of counterparts, no one of which need to be executed by all parties, or may be ratified, adopted or consented to by separate instrument, in writing specifically referring hereto, and shall be binding upon all parties who execute a counterpart, ratification, adoption or consent with the same force and effect, and to the same extent as if all such Parties had executed and signed the same document, and with each separate counterpart, ratification, adoption or consent deemed to be an original.

ARTICLE XV

MISCELLANEOUS

15.1 No waiver by either MAPL or Farmland of any default by the other under this AGREEMENT shall operate as a waiver of any future default, whether of like or different character or nature. Farmland and MAPL shall each use their best efforts to mitigate any damages hereunder.

15.2 The numbering and titling of particular provisions of this AGREEMENT are for the purposes of facilitating administration and shall not be construed as having any substantive effect on the terms of this AGREEMENT.

15.3 The terms of this AGREEMENT shall be construed according to the laws of the State of Kansas.

15.4 The various articles, paragraphs, sections, provisions and clauses of this AGREEMENT are severable. The invalidity of any portion hereof shall not affect the validity of any other portion of, or the entire AGREEMENT.

15.5 MAPL and Farmland each agree to fully waive any right they may have to seek and collect punitive, consequential, indirect, and special damages from the other Party, but each Party shall retain the right to seek and collect actual damages from the other Party for breach of this AGREEMENT.

15.6 MAPL and Farmland agree that they will execute, acknowledge and deliver an Affidavit in a recordable form setting forth the existence of this AGREEMENT, such that same Affidavit may be recorded among the Land Records of the Counties wherein the pipeline and appurtenant facilities (Exhibit A) leased hereunder are situated. If such Affidavit is recorded, such recording and like charges shall be paid by Farmland.

15.7 In interpreting this AGREEMENT, it is acknowledged by MAPL and Farmland that this AGREEMENT was prepared jointly by the Parties, and not by either Party to the exclusion of the other Party, and that in preparing this AGREEMENT, each Party had access to and advice of its own counsel.

15.8 Farmland shall file a tariff with the KCC for the transportation of petroleum products from the Coffeyville Refinery to El Dorado, Kansas, covering such transportation during the period January 1, 1997, through December 31, 1999. MAPL will cooperate as necessary with the preparation and filing of such tariff and will support the approval of such tariff at the KCC. Upon Farmland's reasonable request, MAPL will provide any information or document as may be requested by Farmland in order for Farmland to comply with any applicable statutes, regulations or orders of the KCC.

15.9 The OPERATING PROCEDURES AGREEMENT between Mid-America Pipeline Company and Farmland Industries, Inc., dated December 14, 1994, shall remain in full force and effect. In the event of conflict between

said OPERATING PROCEDURES AGREEMENT and the SMRA or AGREEMENT OF CAPACITY LEASE AND OPERATING AGREEMENT, the SMRA or AGREEMENT OF CAPACITY LEASE AND OPERATING AGREEMENT shall be controlling.

IN WITNESS WHEREOF, this Agreement of Lease and Operating Agreement is executed in duplicate originals as of the day and year first above written.

MID-AMERICA PIPELINE COMPANY

By: _____
Title: _____

Date: _____

Attest:

_____
Assistant Secretary
Mid-America Pipeline Company

FARMLAND INDUSTRIES, INC.

By: Robert L. Howe
Title: Group Vice President Ag Input Business

Date: March 8, 1996

Attest:

_____
Assistant Secretary
Farmland Industries, Inc.

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March 7, 1996

FARMLAND LEGAL DIV. P.04

said OPERATING PROCEDURES AGREEMENT and the SMRA or AGREEMENT OF CAPACITY LEASE AND OPERATING AGREEMENT, the SMRA or AGREEMENT OF CAPACITY LEASE AND OPERATING AGREEMENT shall be controlling.

IN WITNESS WHEREOF, this Agreement of Lease and Operating Agreement is executed in duplicate originals as of the day and year first above written.

MID-AMERICA PIPELINE COMPANY

By: _____
Title: PRESIDENT

Date: MARCH 7, 1996

Attest: _____
Assistant Secretary
Mid-America Pipeline Company

FARMLAND INDUSTRIES, INC.

By: _____
Title: _____

Date: _____

Attest:

_____
Assistant Secretary
Farmland Industries, Inc.

STATE OF _____)
) ss.
COUNTY OF _____)

BEFORE ME, the undersigned, a Notary Public in and for said State, on this ____ day of _____, 1996, personally appeared _____, to me known to be the same person who subscribed his name as _____ on behalf of Mid-America Pipeline Company to the foregoing instrument, and acknowledged to me that he, being authorized so to do, executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

GIVEN under my hand and seal of office the day and year first above written.

_____
Notary Public

My Appointment Expires:

_____

STATE OF Missouri)
) ss.
COUNTY OF Clay)

BEFORE ME, the undersigned, a Notary Public in and for said State, on this 8th day of March, 1996, personally appeared Robert W. Honse, to me known to be the same person who subscribed his name as Robert W. Honse on behalf of Farmland Industries, Inc. to the foregoing instrument, and acknowledged to me that he, being authorized so to do, executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

GIVEN under my hand and seal of office the day and year first above written.

Linda L Kinthorn
Notary Public

My Appointment Expires:

LINDA L. KINTHORN
Notary Public - State of Missouri
Commissioned in Clay County
My Commission Expires Feb. 8, 1997

h:\lxm\capleasf.esg
March 7, 1996

STATE OF _____)
) ss.
COUNTY OF _____)

BEFORE ME, the undersigned, a Notary Public in and for said State, on this ____ day of _____, 1996, personally appeared _____, to me known to be the same person who subscribed his name as _____ on behalf of Mid-America Pipeline Company to the foregoing instrument, and acknowledged to me that he, being authorized so to do, executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

GIVEN under my hand and seal of office the day and year first above written.

_____
Notary Public

My Appointment Expires:

_____

STATE OF _____)
) ss.
COUNTY OF _____)

BEFORE ME, the undersigned, a Notary Public in and for said State, on this ____ day of _____, 1996, personally appeared _____, to me known to be the same person who subscribed his name as _____ on behalf of Farmland Industries, Inc. to the foregoing instrument, and acknowledged to me that he, being authorized so to do, executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

GIVEN under my hand and seal of office the day and year first above written.

_____
Notary Public

My Appointment Expires:

_____

EXHIBIT A

Description of Outbound Transportation Facilities between Coffeyville, Kansas and El Dorado, Kansas:

One 107 miles pipeline from Coffeyville, Kansas to El Dorado, Kansas, six inches (6") in diameter, pumping and measuring equipment and appurtenant facilities.

EXHIBIT B

OPERATING AGREEMENT

BETWEEN

MID-AMERICA PIPELINE COMPANY
and
FARMLAND INDUSTRIES, INC.

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OPERATING AGREEMENT

SECTION 1

SERVICES

1.1 MAPL shall, as needed, operate, maintain, timely inspect, timely test, timely repair and timely replace, the pipeline and appurtenant facilities (Exhibit A to the AGREEMENT of Capacity Lease ("AGREEMENT"), the capacity of which is leased hereunder pursuant to the AGREEMENT (the "Leased Facilities") in a good and workmanlike manner in accordance with prudent pipeline industry standards and practices and in accordance with all applicable laws and regulations, rules, orders and directives, of any and all applicable federal, state, and local governmental entities.

1.2 MAPL shall receive petroleum products from or on behalf of Farmland into the Leased Facilities from Receipt Points, transport petroleum products received from or on behalf of Farmland through the Leased Facilities, and deliver out of (from) the Leased Facilities at the Delivery Points those petroleum products transported by or on behalf of Farmland. Said Receipt Points and Delivery Points shall be those points as defined in ARTICLE IV of the AGREEMENT, and transportation shall be through the Leased Facilities as those pipeline(s) and appurtenant facilities are described in ARTICLE I of the AGREEMENT, and as more specifically delineated on Exhibit A to the AGREEMENT.

1.3 MAPL shall maintain all required safety and other records and timely file all required reports with any regulatory or government agency having jurisdiction over the operation, maintenance, repair,

replacement, inspection, and testing of the Leased Facilities. Such described safety and other records of this subpart shall be available for inspection by Farmland or its authorized agents at the regular business hours of the MAPL office where such records are maintained on file, upon reasonable prior notice by Farmland to MAPL as to the inspection of such records.

SECTION 2

OPERATIONS AND DISPATCHING SERVICES

2.1 Farmland shall provide MAPL an estimate of the quantities of petroleum products and a description of such petroleum products (i.e. motor gasoline, diesel, etc.) scheduled for receipt into, and delivery out of (from) the Leased Facilities for each calendar month, on or before the 28th day of the preceding calendar month. Such volumes shall be estimates and projections only, and shall be subject to amendment by Farmland. Separate from, and in addition to such calendar month estimates and projections, upon at least eight hours' prior written notice, Farmland shall notify MAPL of actual volumes requested to be received into the Leased Facilities, and the volumes and the point(s) of delivery out of (from) the Leased Facilities, such volumes of petroleum products as tendered by or on behalf of Farmland into the Leased Facilities. Pursuant to the terms and conditions of this AGREEMENT, MAPL will use its best efforts to receive petroleum products tendered by Farmland into the Leased Facilities, and deliver out of (from) the Leased Facilities such petroleum products at the Delivery Point(s), in compliance with the receipt, transport, and delivery instructions (dispatching instructions) of Farmland.

2.2 Dispatching instructions may be made orally by Farmland to MAPL, but shall be promptly confirmed in writing by facsimile, to the following:

MAPL:

ATTENTION: Danny Myers
Mid-America Pipeline Company
1800 South Baltimore Avenue
P. O. Box 645
Tulsa, Oklahoma 74101
FACSIMILE #918/560-9115

Such dispatching instructions of Farmland to MAPL, shall be confirmed as to receipt and scheduled shipping confirmation, by MAPL to Farmland, orally, but if orally, by the prompt written confirmation by facsimile to:

FARMLAND:

ATTENTION: Rodd Holman
Farmland Industries, Inc.
Coffeyville, Kansas, Refinery
North Linden Street
P. O. Box 570
Coffeyville, Kansas 67337
FACSIMILE # 316/251-1456

Both MAPL and Farmland shall use their best efforts to give as much advance notice of dispatching instructions as is reasonably possible so that receipt, transportation, and delivery of petroleum products pursuant to the AGREEMENT may be conducted in a good and workmanlike manner, consistent with good industry practices in the petroleum industry.

SECTION 3

COMPENSATION AND PAYMENT

3.1 The compensation for MAPL's services provided under this Operating Agreement for the Leased Facilities, shall be included as a portion of that amount payable under ARTICLE III of the AGREEMENT.

SECTION 4

EQUIPMENT, LABOR, AND MATERIALS

4.1 MAPL shall furnish all necessary equipment, qualified labor and supervisory employees, contract services, materials, supplies, consumables, etc., required in performing services under this AGREEMENT.

SECTION 5

RELEASE AND INDEMNITY

5.1 MAPL shall be responsible for and shall fully indemnify Farmland against all liabilities and claims of any nature or kind whatsoever, for injury and damages to persons or property, in any way related to MAPL's operation, maintenance, repair, replacement, inspection, and testing of the Leased Facilities (Exhibit A to the AGREEMENT), including, but not limited to injury and damages related to the leaking, escaping from, releasing, spilling, or loss of petroleum products from the Leased Facilities pursuant to this Agreement of Capacity Lease and Operating Agreement. By way of example, and not by way of limitation, MAPL shall be solely responsible for, and shall completely indemnify Farmland against any and all liabilities and claims and damages (including attorneys' fees incurred by Farmland related to injury and damages described in this subpart, as well as fines, penalties, and payments for remediation of any type) for injury and damages to persons or property, for violation or alleged violation in

any manner related to the "Environmental Laws." The term "Environmental Laws" shall mean any and all laws, statutes, ordinances, rules, regulations, orders, directives, or determinations of any nature whatsoever of any governmental entity in any manner related to health, conservation, environment, or environmental protection in effect in any and all jurisdictions in which the Leased Facilities are located. By way of example, but not by way of limitation, Environmental Laws shall include the Federal Clean Air Act, as amended, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), as amended, the Federal Occupational Safety and Health Act of 1970, as amended, the Federal Resource Conservation and Recovery Act of 1976 ("RCRA"), as amended, the Federal Safe Drinking Water Act, as amended, the Federal Toxic Substances Control Act, as amended, the Federal Superfund Amendments and Re-authorization Act of 1986, as amended, and the Federal Hazardous Materials Transportation Act, as amended. The provisions of this Section 5.1 shall not apply to the percentage extent that such liability arises from Farmland's negligence, willful misconduct or breach of AGREEMENT.

SECTION 6

INDEPENDENT CONTRACTOR

6.1 MAPL shall act as an independent contractor insofar as the performances of services under the AGREEMENT is concerned. To that end, MAPL shall employ and direct such personnel as it requires to perform said services called for under the AGREEMENT of Capacity Lease and Operating Agreement; shall secure any and all permits that may be required in order to perform the services contemplated under the

AGREEMENT and this Operating Agreement except any tariff approval which may be required by Farmland for its utilization of the leased capacity; shall exercise full and complete authority over its personnel engaged in performing the services contemplated under the Agreement of Capacity Lease and Operating Agreement; shall comply with all workmen's compensation, employer's liability and other federal, state, county and municipal laws, ordinances, rules and regulations required of an employer performing services as contemplated under the Agreement of Capacity Lease and Operating Agreement; and shall make all reports, pay all payroll-related taxes, and remit all withholding or other deductions from the compensation paid its personnel as may be required by any federal, state, county or municipal law, ordinance, rule or regulation.

SECTION 7

OWNERSHIP OF THE LEASED FACILITIES

7.1 It is understood and agreed that the Leased Facilities may be utilized by Farmland only pursuant to the Agreement of Capacity Lease and Operating Agreement, and that all pipeline and appurtenant facilities that comprise the Leased Facilities (Exhibit A to the AGREEMENT), shall at all times during the term of the Agreement of Capacity Lease and Operating Agreement shall remain titled in the name of and be the property of MAPL.

7.2 Any and all maintenance, operation, inspection, testing, repairs, or replacement of portions of the Leased Facilities shall be made at the sole expense of MAPL, and Farmland shall have no responsibility for payments to MAPL with regard to such matters under

the Agreement of Capacity Lease and Operating Agreement, except as specifically set forth in ARTICLE III of the Agreement of Capacity Lease as Lease Payments.

Exhibit C

Form of

INTERCONNECTION AGREEMENT

This Interconnection Agreement is made and entered into by and between _____ Pipeline Company ("Pipeline") and Mid-America Pipeline Company ("MAPL") for the interconnection of Pipeline's _____ pipeline system (the "System") with MAPL's _____ pipeline (the "_____") at MAPL's _____ Station located in _____ County, _____.

WHEREAS, Pipeline is now the owner of the System referenced above and Pipeline and MAPL desire to connect the System to MAPL's _____ in order to provide NGL transportation from origins on the System to destinations on MAPL's pipeline system.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, and other valuable considerations, the parties agree as follows:

1. INTERCONNECT AND MEASUREMENT FACILITY

1.1 Pipeline, at its own cost, will install, own, and operate an interconnect between the System and the _____ at or near MAPL's _____ Station with the exact location to be mutually agreed to by the parties (the Interconnect"). MAPL will install, own, and operate at the Interconnect a measurement facility consisting of a turbine meter, densitometer, continuous sampler and microprocessor capable of computing a flowing mass ("Measurement Facility"). MAPL will provide isolated contacts for electronic flow and pressure indication to which Pipeline may connect, at Pipeline's own expense, for remote readings.

1.2 MAPL presently owns and operates a pump and 8" connecting pipeline that extends from Pipeline's _____ Station to MAPL's _____ Station. This pump and connecting pipeline are depicted on the attached drawing designated _____. MAPL, by execution of this Agreement, grants to Pipeline the right to use the pump and that portion of the connecting pipeline and associated easement which lies between Pipeline's _____ Station and the insulating flange that is upstream of the Measurement Facility located at MAPL's _____ Station. Pipeline will own, operate, and maintain, including appropriate cathodic protection, that portion of the connecting pipeline. MAPL will be responsible in a like manner for the connecting pipeline which lies downstream of the insulating flange.

1.3 The Measurement Facility will be operated in accordance with MAPL's Custody Transfer Measurement Procedure attached as Exhibit "A." To the extent amendments are dictated by industry practices, governmental regulation, or the reasonable operational requirements of MAPL, MAPL reserves the right to amend this procedure from time to time, and revised procedures shall govern 30 days after written notice is provided to Pipeline. Product custody transfer will take place at the meter under the control of MAPL. Pipeline will have the right to witness all meter provings and instrument calibrations. Pipeline will pay only for unscheduled meter provings requested by Pipeline and found to be within acceptable limits according to the attached Exhibit "A."

1.4 Pipeline will be responsible for the operation, maintenance, and repair of pumping units capable of delivering product to the Interconnect at a maximum pressure of ___ psig. Pipeline will provide the necessary relief devices to limit the maximum delivery pressure at the Interconnect to ___ psig. Pipeline shall operate and inspect these devices consistent with 49 CFR 195. MAPL shall have the right to witness all inspections of such devices, and Pipeline shall provide 48 hours' advance notice of the inspections.

2. MAPL'S OBLIGATIONS

2.1 MAPL will continue to operate and maintain the _____ from the Interconnect to MAPL's Conway Station near Conway, Kansas.

2.2 Pipeline will notify MAPL of Pipeline's installation schedule and will coordinate between companies in order to facilitate installation. Pipeline, at its own cost, will install, own, and operate a motor operated valve on Pipeline's portion of the connecting pipeline in order to facilitate deliveries to and from the Measurement Facility.

2.3 MAPL will provide Pipeline any easements across MAPL's property that may be necessary for Pipeline's installation and operation of the Interconnect and Measurement Facility.

3. PRODUCT DELIVERY/SCHEDULING

3.1 Product delivered by Pipeline to MAPL at the Interconnect shall meet MAPL's specifications attached as Exhibit "B." To the extent amendments are dictated by industry practices, governmental regulation, or the reasonable operational requirements of MAPL, MAPL reserves the right to amend these specifications from time to time, and revised specifications shall be effective for all deliveries subsequent to the date Pipeline receives notice of the change.

3.2 All receipts from Pipeline at the Interconnect will be subject to scheduling by MAPL.

3.3 As between the parties, Pipeline shall assume all liability for the loss of product and for accidents arising out of or in any way related to the transportation of product that occur or arise prior to custody transfer delivery to MAPL at the Interconnect. Likewise, as between the parties, and subject to the terms of applicable tariffs, MAPL shall assume liability for the loss of product and for accidents arising out of or in any way related to the transportation of product that occur or arise after the custody transfer receipt from Pipeline at the Interconnect and prior to custody transfer delivery at a receiving facility. Provided, however, that each party shall be responsible for any loss of product and for accidents arising out or in any way related to the respective party's negligence, willful misconduct, or failure to abide by the terms and conditions of this Agreement.

4. TERM

4.1 This Agreement shall be effective upon MAPL's execution and have an initial term of 10 consecutive years beginning upon initiation of shipments on the System. This Agreement shall continue year-to-year after the initial term unless canceled by either party upon 60 days' written notice prior to the beginning of a yearly renewal period.

5. TARIFFS

5.1 Pipeline and MAPL will file a joint tariff (naming Pipeline as a participating carrier) from all origin points on the System to MAPL's _____ Station. Terms, conditions, and rates of the joint tariff shall be as depicted in the joint tariff form which is attached as Exhibit "C." This tariff is subject to change from time to time upon the mutual consent of both parties.

6. FORCE MAJEURE

6.1 No failure or omission by a party to this Agreement to carry out or observe any of the provisions of this Agreement, other than the payment of money, shall give rise to any claim against such party or be deemed a breach of the Agreement if such failure or omission arises from events of force majeure. Events of force majeure shall be deemed to be acts of God, explosions, fires, floods, acts of regulation by any governmental authority, strikes, labor difficulties, delays in methods of transportation, civil unrest, war, breakdown of machinery or facilities (whether total or partial), mechanical shutdown or turnaround and any other event which a party is unable to prevent or overcome by the exercise of reasonable diligence. If an event of force majeure renders a party unable to perform any of its obligations under this Agreement,

then upon giving notice and full particulars of such event of force majeure to the other party as soon as is practical after the event occurs, including the particulars of the affected party's reasonable diligence in attempting to eliminate the force majeure situation, performance shall be suspended for the duration of the event of force majeure provided that the party claiming force majeure exercises reasonable diligence to resolve the event of force majeure. Any strike or labor difficulties may be addressed by the affected party in its own discretion without regard to reasonable diligence. During the initial term of this Agreement, any events of force majeure shall extend the initial term for the same period of time as the duration of the force majeure unless otherwise mutually agreed by the parties in writing. Notwithstanding the above, to the extent that this Paragraph 6.1 is in any manner in [1]

7. APPLICABLE LAWS AND REGULATIONS

7.1 The parties warrant and agree that facilities identified in this Agreement as owned and operated by each party shall be in compliance throughout the term of this Agreement with all applicable local, state, and federal laws, regulations, rules, orders, directives and codes, licenses and permits that apply to the ownership, operation, and maintenance of such facilities. Each party indemnifies the other party for any liability which may arise from the indemnifying party's non-compliance. If any provision of this Agreement or the performance of any party is prevented, abrogated, or substantially modified by lawful government action or court order, the parties will endeavor in good faith to modify this Agreement so that it may continue in effect. However, should the parties be unable to reach mutually agreeable terms in order to perpetuate this Agreement, then a party may terminate its respective obligations upon 30 days' prior written notice.

8. GENERAL PROVISIONS

8.1 All exhibits attached to this Agreement and all applicable tariffs, are incorporated herein by reference, and this Agreement constitutes the entire agreement between the parties concerning the referenced matters, and supersedes any other oral or written agreements relating to such matters.

8.2 Neither this Agreement nor any interest herein may be assigned by either party without the prior written consent of the other. This consent requirement shall not apply to an assignment to the successor of either party when such succession results by way of merger, consolidation, or the sale of all or substantially all of the assets of such party, in which event all of the terms and conditions hereof shall be fully binding upon and inure to the benefit of the successor(s). Any attempt to assign without the required consent shall be void. Notwithstanding the above, to the extent that this Paragraph 8. is in any manner in conflict with the Assignment provisions of the LEA [2]

8.3. If any dispute should arise between the parties under the terms of this Agreement, then, as a condition precedent to either party commencing a suit or action in regard to such dispute, and within 30 days of notice from either party, the dispute shall be submitted to a non-binding alternative dispute resolution ("ADR") process. Any ADR shall be conducted in a manner to render a decision or recommendation within 120 days of commencement of such ADR, shall be governed by the procedures of the Center for Public Resources, and shall be conducted in Tulsa, Oklahoma. Although any decision regarding the dispute is non-binding, any decision regarding allocation of the cost of ADR shall be binding and final between the parties.

8.4 This Agreement shall be construed in accordance with the laws of the State of _____ without regard to conflicts of law.

8.5 Each party shall maintain a true and correct set of records pertaining to its performance of this Agreement and all transactions related thereto. Each party further agrees to retain all such records for a period of not less than two (2) years after completion of performance under this Agreement. Any party may audit, copy, and inspect any and all such records of the other party at any reasonable time or times during performance of this Agreement and during the two (2) year period after performance.

[1] conflict with the force majeure provisions of the Agreement of Capacity Lease and Opera Agreement (LEASE AGREEMENT) between Farmland Industries, Inc. and Mid-America Pipeline Company, the LEASE AGREEMENT shall control.

[2] AGREEMENT between Farmland Industries, Inc. and Mid-America Pipeline Company, the LEASE

IN WITNESS WHEREOF, the parties have executed and deemed this Agreement to be effective as of the day and year indicated below by MAPL's execution.

"MAPL"
MID-AMERICA PIPELINE COMPANY
By: _____
Name: _____
Title. _____

Date: _____

"PIPELINE"

_____ PIPELINE COMPANY

By: _____
Name: _____
Title: _____

AMENDMENT TO AGREEMENT OF CAPACITY LEASE AND OPERATING AGREEMENT

THIS AMENDMENT TO AGREEMENT OF CAPACITY LEASE AND OPERATING AGREEMENT is made and entered into this 20th day of September, 1999, but made effective as of the 30th day of March, 1998 (the "Effective Date"), by and between Mid-America Pipeline Company ("MAPL"), Williams Energy Services ("WES") formerly known as Williams Energy Group and Farmland Industries, Inc. ("Farmland").

WHEREAS, Farmland, MAPL and MAPCO Intrastate Pipeline Company, Inc. ("MAPI") entered into a SETTLEMENT AND MUTUAL RELEASE AGREEMENT, effective as of the 7th day of March, 1996; and

WHEREAS, Farmland and MAPL entered into an AGREEMENT OF CAPACITY LEASE AND OPERATING AGREEMENT, effective as of the 7th day of March, 1996; and

WHEREAS, such AGREEMENT OF CAPACITY LEASE AND OPERATING AGREEMENT between Farmland and MAPL, effective as of the 7th day of March, 1996, was incorporated by reference into the SETTLEMENT AND MUTUAL RELEASE AGREEMENT between Farmland, MAPL, and MAPI, and Farmland, MAPL and MAPI deemed the AGREEMENT OF CAPACITY LEASE AND OPERATING AGREEMENT to be an integral part of, and a part of the consideration for, such SETTLEMENT AND MUTUAL RELEASE AGREEMENT; and

WHEREAS, MAPI was merged into MAPL's parent company, MAPCO Natural Gas Liquids Inc. (now known as Williams Natural Gas Liquids, Inc.); and

WHEREAS, effective March 30, 1998, MAPCO Inc. ("MAPCO") and its subsidiaries (including (MAPL) became wholly owned subsidiaries of The Williams Companies, Inc. ("Williams") (the "MAPCO/Williams Reorganization"); and

WHEREAS, Farmland and WES ("WES"), on February 12, 1998, agreed to certain business arrangements in the event of the consummation of the then proposed merger between Williams and MAPCO, including certain amendments to the SETTLEMENT AND MUTUAL RELEASE

AGREEMENT and AGREEMENT OF CAPACITY LEASE AND OPERATING AGREEMENT, all such certain business arrangements as evidenced by a Letter Agreement dated February 12, 1998, which is attached hereto and made a part hereof;

NOW, THEREFORE, consistent with the described Letter Agreement dated February 12, 1998, and in consideration thereof, Farmland, MAPL and WES agree as follows:

1. Paragraph No. 1.2 of the AGREEMENT OF CAPACITY LEASE, shall be deleted in its entirety, and shall have no further force and effect, and in its place and stead in such AGREEMENT OF CAPACITY LEASE shall be the following Paragraph No. 1.2:

> 1.2 For the term of this AGREEMENT, Farmland shall have, without limitation, the right to transport any type of petroleum products, whether refined petroleum products or otherwise, including, but not limited to, motor gasoline, diesel fuel, heating oil, aviation gasoline, propane, butane, isobutane, and refinery grade butane, SAT Gas Isobutane, hydrobon condensate or other non-corrosive mix stream products (including, but not limited to, PP mix) (such listed products, and others not so listed, to be defined in the same or similar manner as defined in common petroleum industry usage). Such petroleum products will be of similar specifications to those published specification requirements of the pipelines receiving petroleum products from the Leased Facilities as they may exist from time to time; provided, however, that no petroleum products may be tendered for the first time to nor transported for the first time after the Effective Date on the Leased Facilities which petroleum products will be delivered from the Leased Facilities to a connecting pipeline without Farmland first providing to MAPL written acceptance from such connecting pipeline of the petroleum products specification provided for in this Section 1.2.

2. Paragraph No. 2.1 of the AGREEMENT OF CAPACITY LEASE, shall be deleted in its entirety, and shall have no further force and effect, and in its place and stead in such AGREEMENT OF CAPACITY LEASE shall be the following Paragraph No. 2.1:

> 2.1 The AGREEMENT OF CAPACITY LEASE AND OPERATING AGREEMENT shall be for a term extending from January 1, 1997, through a period the end date of which is determined at the option of Farmland in accordance with the option of Farmland as provided for in Paragraph No. 5 of the AMENDMENT TO SETTLEMENT AND MUTUAL RELEASE AGREEMENT between Farmland, MAPL and WES, which may extend the term, at the option of Farmland, to a date no later than December 31, 2012.

3. Paragraph No. 3.1B of the AGREEMENT OF CAPACITY LEASE, shall be deleted in its entirety, and shall have no further force and effect, and in its place and stead in such AGREEMENT OF CAPACITY LEASE shall be the following Paragraph No. 3.1B:

> 3.1B For calendar years 1998 and 1999, on or before the 5th day of each month, a payment of $25,000 per month. If Farmland elects at its option to extend the AGREEMENT OF CAPACITY LEASE for the period January 1, 2000 through December 31, 2002, during such period, on or before the 5th day of each month, a payment of $25,000 per month. If Farmland elects at its option to extend the AGREEMENT OF CAPACITY LEASE for the period January 1, 2003 through December 31, 2007 (or any part of such period), during such period, on or before the 5th day of each month, a payment of $27,083.33 per month. If Farmland elects at its option to extend the AGREEMENT OF CAPACITY LEASE for the period January 1, 2008 through December 31, 2012 (or any part of such period), during such period, on or before the 5th day of each month, a payment of $29,166.66 per month.

4. Paragraph No. 13.1 of the AGREEMENT OF CAPACITY LEASE, shall be deleted in its entirety, and shall have no further force and effect, and in its place and stead in such AGREEMENT OF CAPACITY LEASE shall be the following Paragraph No. 13.1:

> 13.1 Except when otherwise provided herein, any notice, request, demand, or other communication provided for in this AGREEMENT, shall be in writing, and shall be deemed given only "upon receipt" when sent in the following, permitted manner: Facsimile, telex, overnight delivery service (Federal Express, UPS, Airborne Express, or U.S. Postal Service) or U.S. Postal Service Certified Mail, return receipt requested, postage prepaid, and directed to MAPL, WES or Farmland as follows:

WES:	Williams Energy Services One Williams Center P. O. Box 2848 Tulsa, Oklahoma 74101 Attn: President
MAPL:	Mid-America Pipeline Company 1800 South Baltimore Tulsa, Oklahoma 74119-5284 Attn: Vice-President
FARMLAND:	Farmland Industries, Inc. 3315 North Oak Trafficway P. O. Box 7305 Kansas City, Missouri 64116 Attn: E. S. Gross Department 62

Except as amended herein, the AGREEMENT OF CAPACITY LEASE AND OPERATING AGREEMENT shall continue in full force and effect, in accordance with all of the terms contained therein.

IN WITNESS WHEREOF, Farmland, WES and MAPL have duly executed this AMENDMENT TO AGREEMENT OF CAPACITY LEASE AND OPERATING AGREEMENT on the date set forth above.

FARMLAND INDUSTRIES, INC.

By: Robert Hoffman

Title: Executive VP & COO

Date: 11/3/99

Attest:
Robert B. Terry
Assistant Secretary
Farmland Industries, Inc.

MID-AMERICA PIPELINE COMPANY

APPROVED Legal Dept. MS

By: Kelly J. Edwards

Title: Vice President - NGL

Date: October 6, 1999

Stephen R Spencer

Attest:
Brian K Shore
Assistant Secretary
Mid-America Pipeline Company

WILLIAMS ENERGY SERVICES

APPROVED Legal Dept. MS

By: Kelly J. Edwards

Title: Vice President - NGL

Date: October 6, 1999

Stephen R Spencer

Attest:
Brian K Shore
Assistant Secretary

AMENDMENT TO AGREEMENT OF CAPACITY LEASE AND OPERATING AGREEMENT

This Amendment to Agreement of Capacity Lease and Operating Agreement ("Amendment") is entered into as of September 1, 2005, by and between Mid-America Pipeline Company, LLC ("MAPL") and Coffeyville Resources Refining & Marketing, LLC ("Coffeyville").

MAPL and Coffeyville are parties to that certain Agreement of Capacity Lease and Operating Agreement dated March 7, 1996 (as previously amended September 20, 1999) (the "Agreement") which is hereby incorporated for all purposes, including, without limitation, the meaning attributed to terms not otherwise defined in this Amendment.

Coffeyville and MAPL have agreed to certain changes in the terms of the Agreement and the parties wish to amend the Agreement accordingly.

In consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, MAPL and Coffeyville agree to amend the Agreement as of the Amendment Effective Date as follows:

1. Section 2.1 of the Agreement is hereby deleted in its entirety and the following substituted in lieu thereof:

   "The term of this Agreement shall commence on January 1, 1997 and shall expire on September 30, 2011, unless sooner terminated as provided herein. Notwithstanding anything to the contrary herein, this Amendment shall not become effective ("Amendment Effective Date") until the effective date (as "Effective Date" is therein defined) of that certain Pipeage Contract between Mid-America Pipeline Company, LLC and Coffeyville Resources Refining & Marketing, LLC, dated September 1, 2005."

2. The last two sentences of Section 3.1B of the Agreement are hereby deleted and the following substituted in lieu thereof:

   "For the period of January 1, 2003 through the Amendment Effective Date, during such period, on or before the 5th day of each month, a payment of $29,166.66 per month. For the period from the Amendment Effective Date through September 30, 2011, during such period, on or before the 5th day of each month, a payment of $66,666.66 per month."

3. A new Section 1.4 of the Agreement is hereby added as follows:

   "The following terms shall have the meanings set forth below:

A. "Annual Period" shall mean each calendar year during the term of this Agreement. For those periods during this Agreement that are less than a calendar year (i.e., a portion of 2005 and a portion of 2011), all references to "Annual Period" shall mean that portion of the year, as compared to an entire calendar year and all rights and obligations shall be proportionately modified. For example, if this Agreement commences on September 1, 2005, all references to "Annual Period" for 2005 shall refer to the period of September 1 through December 31, 2005.

B. "Governmental Laws" shall mean, insofar as they apply to and are required for the continued operation of Carrier's Leased Facilities, all applicable federal, state, and local constitutions, laws, statutes, treaties, common law, ordinances, regulations, rules, permits, licenses, guidelines, requests for information, injunctions, judgments, decrees, or orders promulgated or issued by any national, federal, regional, state, provincial, county, municipal or local government or court, arbitrator, tribunal or commission, whether U.S. or foreign, or the government of any political subdivision of any of the foregoing, or any entity authority, agency, ministry or other similar body exercising executive, legislative, judicial, taxing, regulatory or administrative authority or functions of or pertaining to government, including any authority or other quasi-governmental entity established to perform such functions.

C. "Existing Governmental Laws" shall be defined to mean Governmental Laws that existed (and as they existed) on or before September 1, 2005.

D. "New Governmental Laws" shall be defined to mean Governmental Laws that are promulgated and effective after September 1, 2005.

E. "Amended Governmental Laws" shall be defined to mean Existing Governmental Laws that are amended or supplemented subsequent to September 1, 2005 so long as such amendment or supplement effects a substantive change to the prior existing Governmental Law.

F. "Permitted Costs" shall be defined to be those costs incurred after September 1, 2005 required for compliance with Governmental Laws, including New Governmental Laws, Existing Governmental Laws and Amended Governmental Laws. Permitted Costs shall be specified in detail and shall be strictly limited to mandatory engineering, design, labor, installation and materials costs for the governmentally mandated upgrades themselves and shall not include any operation or maintenance of any kind related to the ongoing operation of such upgrades. Permitted Costs shall not include any administrative and general overhead expenses (including, without limitation, office space, furniture and supplies, expenses associated with materials procurement, legal, human resources, controller's systems and information systems).

4. A new Section 3.1C of the Agreement is added as follows:

"Lease Payments in addition to those Lease Payments set forth in Sections 3.1A and B ("Additional Lease Payments") shall be calculated, and shall be due and payable as follows:

1. MAPL shall utilize the following procedure to specify and substantiate the Permitted Costs for compliance with Governmental Laws on a project by project basis:

(a) MAPL shall specify the Governmental Law requiring the expenditure.

(b) MAPL shall provide to Coffeyville MAPL's accounting detail of the estimated costs required, in MAPL's reasonable discretion, to be incurred in order to be in compliance with the Governmental Law.

Notwithstanding anything to the contrary herein, the provisions of this Section 3.1C1.(a) and (b) shall not apply to the MOP Work (as defined below).

2. With respect to any Permitted Costs that are incurred after September 1, 2005 as a result of Existing Governmental Laws, MAPL shall accumulate all Permitted Costs for each Annual Period, and shall calculate the product of the Permitted Costs incurred during such Annual Period multiplied by 15%, (each such amount, an "Existing Laws Permitted Cost Recovery Amount"). For each Annual Period during the term of the Agreement, Coffeyville shall pay, in accordance with Section 3.1C4, the lesser of (i) $390,000 or (ii) the sum of all of the Existing Laws Permitted Cost Recovery Amounts. For the avoidance of doubt, the Parties recognize and agree that (x) subsequent to the Amendment Effective Date, MAPL will perform any work required to return the maximum operating pressure of the Leased Facilities to its original level of 1440 psig (the "MOP Work"); (y) the MOP Work is being performed as a result of Existing Governmental Laws and costs associated therewith are Permitted Costs, and (z) Coffeyville shall pay Permitted Costs associated with the MOP Work in accordance with the terms of this Section 3.1C2. Carrier shall use its commercially reasonable efforts to complete the MOP Work on or before December 31, 2005.

3. With respect to any Permitted Costs that would be incurred after September 1, 2005, that are required as a result of New Governmental Laws and/or Amended Governmental Laws:

(a) Such Permitted Costs shall be estimated by MAPL and such estimate shall be provided to Coffeyville, along with a reference to the Governmental Laws that require such expenditures and reasonable support for the estimated expenditures. Coffeyville shall have the right, to be exercised by written notice within thirty (30) days of its receipt of such estimated Permitted Costs from

MAPL, to elect not to pay such Permitted Costs. If Coffeyville makes such written election not to pay such Permitted Costs, either Party, upon written notice to be given within thirty (30) days' following Coffeyville's election not to pay such Permitted Costs, may terminate this Agreement, which termination will be effective thirty (30) days following Coffeyville's election not to pay such Permitted Costs.

(b) If Coffeyville does not make such election as provided in Section 3.2C3(a), then MAPL shall accumulate all Permitted Costs for each Annual Period and shall calculate the product of the Permitted Costs incurred during such Annual Period multiplied by 15%, (each such amount, a "New Laws Permitted Cost Recovery Amount"). For each Annual Period during the term of the Agreement, Coffeyville shall pay, in accordance with Section 3.1C4, the sum of all of the New Laws Permitted Cost Recovery Amounts.

4. MAPL shall invoice Coffeyville within ninety (90) days subsequent to each Annual Period for all payments required to be made by Coffeyville for such Annual Period pursuant to Sections 3.1C2 and 3.1C3. All payments under this Agreement shall be made by Coffeyville within thirty (30) days of the date of each invoice.

5. All accounting detail related to such Permitted Costs shall be maintained by MAPL for a period of at least two (2) years and shall be available to Coffeyville for its review and audit during normal working hours at MAPL's office and upon reasonable notice to MAPL."

6. The following example illustrates how payment would be calculated for hypothetical Permitted Costs (and assumes Coffeyville did not exercise its election not to pay the Permitted Costs incurred in 2006 and 2007). If MAPL incurs Permitted Costs of $3,000,000 for 2005 as a result of *Existing Governmental Laws*; $2,000,000 for 2006 as a result of *Amended Governmental Laws*; and $1,250,000 for 2007 as a result of *New Governmental Laws*, the Existing Laws Permitted Cost Recovery Amount and New Laws Permitted Cost Recovery Amounts would be calculated as follows:

For Permitted Costs incurred during 2005:
Existing Laws Permitted Cost Recovery Amount is $3,000,000 x 15% = $450,000, capped at $390,000 = $390,000

For Permitted Costs incurred during 2006:
New Laws Permitted Cost Recovery Amount is $2,000,000 x 15% = $300,000

For Permitted Costs incurred during 2007:
New Laws Permitted Cost Recovery Amount is $1,250,000 x 15% = $187,500,

and payment would be made by Coffeyville to MAPL as follows:

In 2006, MAPL would invoice and Coffeyville would pay $390,000.

In 2007, MAPL would invoice and Coffeyville would pay $690,000 ($390,000 plus $300,000).

In 2008, MAPL would invoice and Coffeyville would pay $877,500 ($390,000 plus $300,000 plus $187,500).

Assuming no further Permitted Costs were incurred during the term of this Agreement, MAPL would invoice, each succeeding year during the term of the Agreement, and Coffeyville would pay, $877,500.

5. A new sentence shall be added to the end of Section 4.2B as follows:

"Notwithstanding anything to the contrary herein, MAPL agrees to the additional pipeline interconnections described in Exhibit D which is incorporated herein by this reference."

6. A new Section 6.2 of the Agreement is hereby added as follows:

"In order to minimize any disruption of Coffeyville's utilization of the Leased Facilities, MAPL agrees as follows:

A. MAPL will provide at least thirty (30) days prior written notice to Coffeyville of any scheduled maintenance, repair, or replacement operations that may reduce or suspend Coffeyville's utilization of the Leased Facilities; and

B. MAPL shall use commercially reasonable efforts to perform any maintenance, repair or replacement operations of MAPL, whether scheduled or unscheduled, in a manner that results in the least disruption of Coffeyville's utilization of the Leased Facilities, as is consistent with good business practice in the pipeline industry."

7. Section 13.1 of the Agreement is hereby deleted in its entirety and the following substituted in lieu thereof:

"Any and all notices or official communications between the parties given under or in relation to this Agreement shall be made in writing and shall be deemed to have been properly given if: (i) personally delivered (with written confirmation of receipt); (ii) delivered and confirmed by telecopier or like transmission service; (iii) delivered by a recognized overnight courier delivery service (with delivery fees prepaid); or (iv) sent by certified United States mail (postage prepaid, return receipt requested), in each case to the appropriate address set forth below:

If to Coffeyville:

Coffeyville Resources Refining & Marketing, LLC
10 East Cambridge Circle Drive, Suite 250
Kansas City, Kansas 66103
Attn: Chief Operating Officer
Facsimile: 913-981-0000

If to MAPL:

Mid-America Pipeline Company, LLC
2727 North Loop West
Houston, Texas 77008
Attn: Chief Legal Officer
Facsimile: 713-880-6570"

8. Section 15.8 of the Agreement is hereby amended by adding the following thereto:

"As required from and after the Amendment Effective Date, Coffeyville shall file any tariff necessary to comply with any Governmental Law."

All terms, conditions and provisions of the Agreement are continued in full force and effect and shall remain unaffected and unchanged except as specifically amended hereby. The Agreement, as amended hereby, is hereby ratified and reaffirmed by the parties hereto who specifically acknowledge the validity and enforceability thereof.

[Signatures on following page]

IN WITNESS WHEREOF, each of the parties has executed this Amendment by its duly authorized representative on the dates indicated below.

Mid-America Pipeline Company, LLC

By: _____

Name: James M. Collingsworth

Title: Senior Vice President

Date Signed: 9/02/05

Coffeyville Resources Refining & Marketing, LLC

By: _____

Name: Stanley A. Riemann

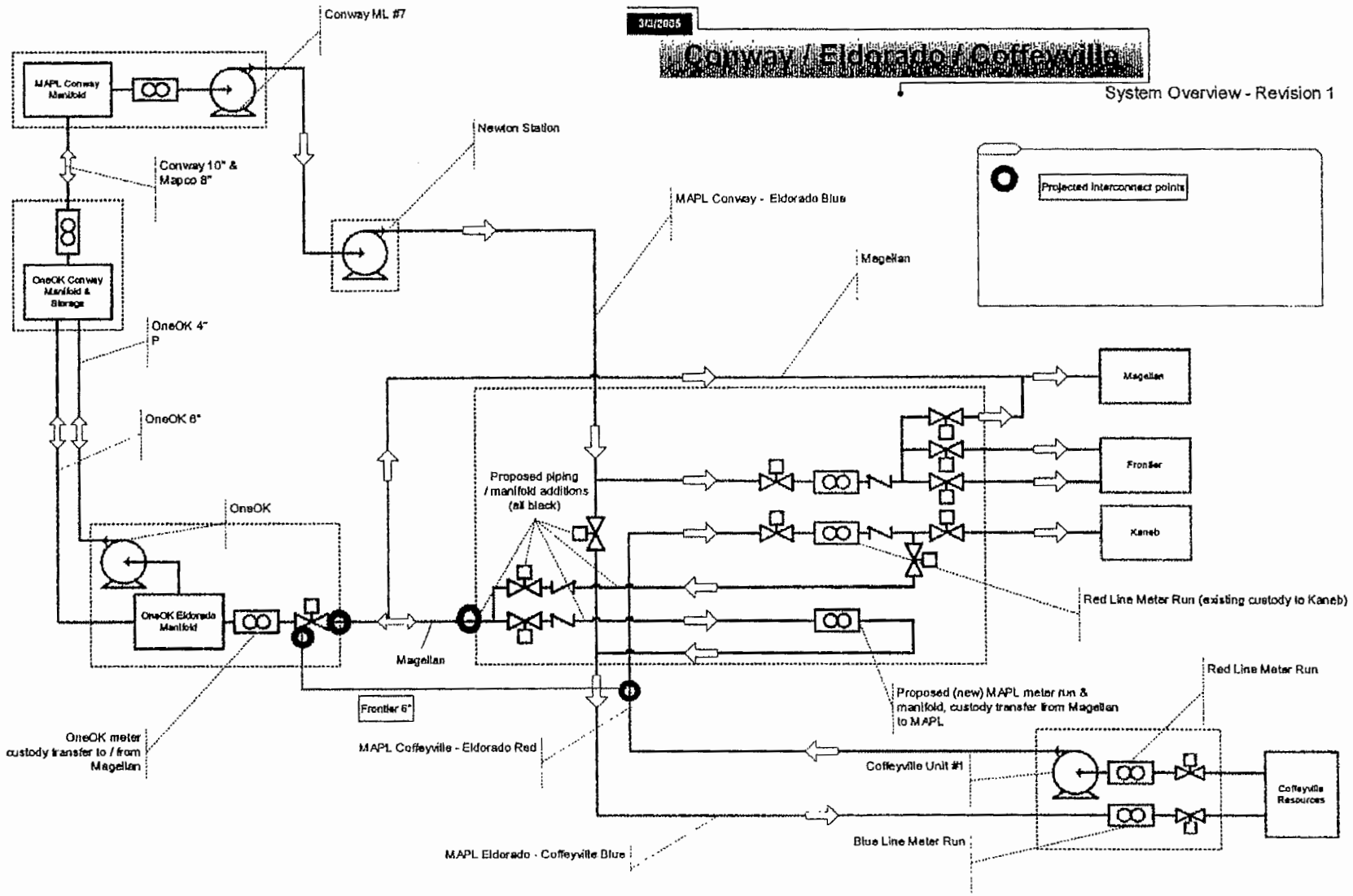
Title: COO

Date Signed: 8-29-05

EXHIBIT D

PIPELINE INTERCONNECTION(S)

[ATTACHED]


3/3/2005
Conway / Eldorado / Coffeyville
System Overview - Revision 1
Conway ML #7
MAPL Conway Manifold
Newton Station
Conway 10" & Mapco 8"
MAPL Conway - Eldorado Blue
Projected interconnect points
Magellan
OneOK Conway Manifold & Storage
OneOK 4" P
OneOK 6"
Magellan
Frontier
Kaneb
Proposed piping / manifold additions (all black)
OneOK
OneOK Eldorado Manifold
Red Line Meter Run (existing custody to Kaneb)
Magellan
Red Line Meter Run
Proposed (new) MAPL meter run & manifold, custody transfer from Magellan to MAPL
Frontier 6"
OneOK meter custody transfer to / from Magellan
MAPL Coffeyville - Eldorado Red
Coffeyville Unit #1
Coffeyville Resources
Blue Line Meter Run
MAPL Eldorado - Coffeyville Blue

PIPEAGE CONTRACT

This Pipeage Contract ("Agreement") is entered into as of September 1, 2005, and is by and between Coffeyville Resources Refining & Marketing, LLC ("Shipper") with offices at 10 East Cambridge Circle Drive, Suite 250, Kansas City, Kansas and Mid-America Pipeline Company, LLC ("Carrier") with offices at 2727 North Loop West, Houston, Texas. Carrier and Shipper are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

Carrier and Shipper agree as follows:

1. This Agreement constitutes a separate agreement in accord with Carrier's KCC Tariff No. 5 (including supplements thereto and reissues thereof) covering further details; provided, however, that Carrier will not propose or adopt supplements or reissues that would have the effect of modifying in any way any of the terms and conditions of this Agreement. Capitalized terms used herein shall be as defined in such Tariff unless otherwise defined herein.

2. The Agreement term shall be effective ("Effective Date") on the later of (i) the date of execution by the last Party hereto, (ii) the date the New Tariff becomes effective (without modification) by operation of law, or, upon final approval (without modification) by the Kansas Corporation Commission ("KCC"), or (iii) the date this Agreement is approved by the KCC (without modification) or (iv) the expiration of all time periods for filing any appeal with regard to both a KCC Order approving the New Tariff and a KCC Order approving the Agreement. Notwithstanding anything to the contrary in this Paragraph 2, this Agreement will terminate if any decision on appeal by a court of either the KCC Order approving the New Tariff or any KCC Order approving this Agreement has the effect of changing any term or provision of the New Tariff or the Agreement. The Agreement shall automatically terminate on September 30, 2011.

3. Carrier and Shipper have agreed to the terms set forth in that certain incentive rate program as set forth in Exhibit A, attached hereto and made a part hereof for all purposes ("Incentive Program"). Carrier will file a tariff ("New Tariff") with the KCC containing the Incentive Program as shown in Exhibit A, and the Parties will pursue all reasonable efforts to assure the approval of the Incentive Program as published in the New Tariff without modification. If requested by Carrier, Shipper will provide "a non-affiliated Shipper concurrence letter", in a form mutually agreeable to both Parties and signed by Shipper, in support of Carrier's filing of the New Tariff. Carrier and Shipper will participate in regulatory proceedings before the KCC, up to and including the filing of requests for rehearing of any order adverse to the New Tariff and/or Incentive Program. Carrier and Shipper shall coordinate all efforts pursuant to this Paragraph 3 including consulting with each other with respect to all significant events in the processing of the New Tariff. If the New Tariff filing does not become effective by April 1, 2006 for any reason (other than Carrier's failure to file the New Tariff), Carrier or Shipper may cancel this Agreement in its entirety and each Party will be completely released of any obligation hereunder, including, without limitation, pursuit of approval of the Incentive Program and the New Tariff. Upon cancellation by either Party pursuant to the immediately preceding sentence, or a decision by a court on appeal that has the effect of changing any term of the New Tariff or this Agreement, or if this Agreement fails to become effective or is terminated pursuant to Paragraph 2 above, both Carrier and Shipper agree that the existing Item 300 of KCC Tariff No. 5 covering transportation from Conway and Hutchison locations to the Coffeyville Refinery as such Item 300 exists effective February 14, 2005 will remain in effect as will that certain Settlement and Mutual Release Agreement, dated March 7, 1996, as amended (the "SMRA"). Notwithstanding anything to the contrary herein or in the SMRA, the Parties recognize and agree that so long as this Agreement and the New Tariff are in effect and are not terminated or cancelled as provided for herein, the SMRA shall not be in effect. Upon approval of the New Tariff without changes as described above, it is the intent of the Parties that this Agreement be consistent with the New Tariff, that Shipper is subject to the terms of the New Tariff, and that this Agreement constitutes a separate agreement in accord with the New Tariff covering further details. In the event any term of this Agreement conflicts with the New Tariff, this Agreement will control.

4. This Agreement shall be subject to all applicable federal, state, and local laws, ordinances, rules, regulations, and orders affecting either Party hereto.

   Shipper will ship and receive under the Incentive Program a minimum of 100,000 barrels of Qualifying Product (defined as "Natural Gas Liquids" in Item 5 Definitions of the New Tariff, supplements thereto and revisions thereof) in each calendar month from Conway to Coffeyville but may ship (and, if shipped, shall receive) up to 432,000 barrels of Qualifying Product in any calendar month from Conway to Coffeyville. For

the Term of this Agreement, in the event Carrier must allocate its transportation capacity under Item 100, such allocation of line time, on a weekly basis, will be calculated by using the quotient derived by dividing the contracting Shipper's historical volume ("Historical Volume") by the total volume for the same time period delivered by all shippers to El Dorado and/or Coffeyville destinations, multiplied by 168 hours (ie. the total hours in a week). Historical Volume shall mean a Shipper's Qualifying Product movements during the first twelve (12) calendar months following a date thirteen (13) months prior to the execution of a contract for a Contract Volume. During the Term of this Agreement, the allocation for Shipper shall not be reduced for any reason from that allocation for Shipper that is effective September 1, 2005, as such allocation amount is derived by application of the formula set forth in the immediately preceding sentence.

Shipments hereunder are subject to the following scheduling guidelines:

(a) During any period that Carrier's pipeline assets between Conway and El Dorado, Kansas are on allocation, Carrier may, upon reasonable notice to Shipper, deliver Qualifying Product to Shipper, and Shipper will receive such Qualifying Product, at an average delivery rate per separate batch of Qualifying Product of 600 barrels per hour. At such time that Carrier issues such notice, Carrier will be required to operate its pump located at or near Newton, Kansas, so as to enable Shipper, to receive the described batch of Qualifying Product at the rate of 600 barrels per hour.

(b) On or about fifteen (15) days prior to the first day of each calendar quarter during the term of this Agreement, Shipper will provide written notice to Carrier of Shipper's estimated transportation volumes for the immediately succeeding calendar quarter. As further delineated pursuant to Shipper's monthly notice as set out in Paragraph 4(c) below, Carrier will transport those volumes scheduled by Shipper.

(c) Carrier and Shipper acknowledge that Shipper's transportation requirements are not necessarily equally distributed throughout the year. Therefore, Shipper will provide in writing its schedule of deliveries to be made by Carrier during the immediately succeeding calendar month as required by the then effective KCC Tariff. Carrier will deliver those volumes so nominated for such calendar month in accordance with (i) Shipper's instructions, (ii) operational and mechanical capabilities of Carrier's pipeline, (iii) all provisions of the KCC Tariff, and (iv) this Agreement.

(d) In order to minimize any disruptions of scheduled transportation volumes as set out in this Paragraph 4, Carrier agrees as follows:

(i) Carrier will provide at least thirty (30) days' prior written notice to Shipper of any scheduled maintenance, repair, or replacement operations that may reduce or suspend any transportation to be scheduled by Shipper;

(ii) Carrier shall use commercially reasonable efforts to perform any maintenance, repair or replacement operations of Carrier, whether scheduled or unscheduled, in a manner that results in the least disruption of Shipper's scheduled transportation, as is consistent with good business practice in the pipeline industry.

All Qualifying Products delivered by Shipper pursuant to this Agreement shall meet or exceed the specifications for such applicable product, as described on Exhibit C attached hereto and made part hereof. Carrier may change its specifications from time to time, and will provide notice to Shipper of any such change, which will become effective upon Shipper's receipt thereof; provided, however, that no such changes will limit Shipper's continued ability to ship any Qualifying Products as the term, "Qualifying Products" is defined on the date hereof or any New Qualifying Products.

At Shipper's request, Carrier will transport volumes of products that are not currently transported by Carrier, so long as those products are non-corrosive in nature, the transport thereof will not adversely affect the ordinary operational and/or mechanical integrity of Carrier's pipeline system and such products are delivered by Shipper to currently existing origin points on Carrier's pipeline system ("New Qualifying Products"). Upon Shipper's reasonable request, Carrier will add the New Qualifying Products to the Item 5 definition of Qualifying Products and Exhibit C will be modified accordingly. The New Tariff shall include a provision designating the Coffeyville Refinery as a destination for Naptha and Demethanized Mix. Any New Qualifying Products so transported shall be deemed to be "Qualifying Products" pursuant to Item 5 and will apply towards Shipper's Contract Volume. Exhibit C shall be amended on or before October 1, 2005, to include a product specification, consistent with generally recognized petroleum industry standard for the following products: Naptha and Refinery Grade Isobutane. Nothing herein shall require Carrier to make any additional investments or incur any storage costs which are solely for the purpose of transporting such New Qualifying Products.

5. For purposes of this Agreement, "Annual Period" shall mean each calendar year during the term of this Agreement. For those periods during this Agreement that are less than a calendar year (i.e., a portion of 2005 and a portion of 2011), all references to "Annual Period" shall mean that portion of the year, as compared to an entire calendar year and all required throughputs and pricing incentives will be proportionately modified. For example, if this Agreement commences on September 1, 2005, all references to "Annual Period" for 2005 shall refer to the period of September 1 through December 31, 2005. During the term of this Agreement for each Annual Period, the rate of 77.34 cents per barrel contained in the Incentive Program is calculated based upon (a) 40.00 cents per barrel (which is the portion of the rate applicable to the pipeline segment from El Dorado to Coffeyville) which will remain constant throughout the term of this Agreement, plus (b) the currently published rate of 37.34 cents (adjusted as provided herein) per barrel (for movements from Conway to El Dorado) which 37.34 cent portion is subject to change as may be ordered by the KCC. Shipper retains the right to object to any request of Carrier to increase its rate for transportation or change its KCC tariff in any way for Kansas intrastate transportation between Conway and Coffeyville, Kansas and all origins and destinations between such two points.

6. Shipper's and Carrier's obligations under the Incentive Program shall be proportionately reduced during any period that Shipper experiences an event of force majeure at Shipper's Coffeyville, Kansas refinery ("Refinery"), or Carrier experiences an event of force majeure on all or any portion of its Conway to Coffeyville pipeline. The term, "force majeure" as applied to Shipper shall have the same meaning as set forth in Section 8.2 of the Agreement of Capacity Lease and Operating Agreement originally between Mid-America Pipeline Company and Farmland Industries, Inc. dated March 7, 1996 and as subsequently assigned to Carrier and Shipper ("Capacity Lease"). The term, "force majeure" as applied to Carrier shall have the same meaning as set forth in Item 70 of Carrier's KCC Tariff No. 5.

   (a) In the event of force majeure, both Shipper and Carrier shall be relieved in their entirety of any obligations under this Agreement for the duration of such event of force majeure, with the exception that Shipper shall be required to make payment called for hereunder for any shipments of Qualifying Products received prior to the event of force majeure.

   (b) During the duration of an event of force majeure, Shipper shall be deemed to have been prevented from shipping the same number of barrels that were shipped in the same period during the immediately preceding calendar year, and that amount shall be credited on a barrel for barrel basis against any annual take or pay obligation for the transportation of Qualifying Products that Shipper may otherwise have under this Agreement.

   (c) During the duration of an event of force majeure, Carrier shall be deemed to have been prevented from transporting the same number of barrels that were transported in the same period during the immediately preceding calendar year, and that amount shall be credited on a barrel for barrel basis against any annual volume obligation for the transportation of Qualifying Products that Carrier may otherwise have under this Agreement.

   (d) Upon thirty (30) days prior written notice to Carrier, Shipper is entitled to schedule and implement a "major turnaround" procedure of up to thirty (30) days in duration, one time during each four (4) calendar year period during the term of this Agreement. In addition, Shipper shall be entitled, upon thirty (30) days prior written notice to Carrier to schedule and implement "minor turnaround" of up to 14 (fourteen) days in duration, one time during each two (2) calendar year period during the term of this Agreement. The described major turnaround and minor turnaround procedure shall be considered to be Shipper events of force majeure, provided, however, both types of turnaround may not be claimed as events of force majeure during any given calendar year.

7. During the term of this Agreement, Shipper has agreed to the additional payment by Shipper of Permitted Cost Recovery Amounts (as defined in Exhibit B) as provided for in Exhibit B, required solely for compliance with Governmental Laws as hereinafter defined.

   (a) As used herein, the term "Governmental Laws" shall mean, insofar as they apply to and are required for the continued operation of Carrier's six inch pipeline running eastbound between El Dorado and Coffeyville, Kansas, all applicable federal, state, and local constitutions, laws, statutes, treaties, common law, ordinances, regulations, rules, permits, licenses, guidelines, requests for information, injunctions, judgments, decrees, or orders promulgated or issued by any national, federal, regional, state, provincial, county, municipal or local government or court, arbitrator, tribunal or commission, whether U.S. or foreign, or the government of any political subdivision of any of the foregoing, or any entity authority, agency, ministry or

other similar body exercising executive, legislative, judicial, taxing, regulatory or administrative authority or functions of or pertaining to government, including any authority or other quasi-governmental entity established to perform such functions.

(b) As used herein, the term "Existing Governmental Laws" shall be defined to mean Governmental Laws that existed (and as they existed) on or before September 1, 2005.

(c) As used herein, the term "New Governmental Laws" shall be defined to mean Governmental Laws that are promulgated and effective after September 1, 2005.

(d) As used herein, the term "Amended Governmental Laws" shall be defined to mean Existing Governmental Laws that are amended or supplemented subsequent to September 1, 2005 so long as such amendment or supplement effects a substantive change to the prior existing Governmental Law.

(e) The costs of compliance with Existing Governmental Laws, New Governmental Laws and Amended Governmental Laws shall be calculated and recovered as set out in Exhibit B attached hereto. The Permitted Cost Recovery Amounts invoiced by Carrier and paid by Shipper pursuant to Exhibit B shall not otherwise or additionally be included in rates charged by Carrier to Shipper.

8. Shipper shall be permitted to originate volumes of Qualifying Products pursuant to this Agreement and arrange for the transportation of those Qualifying Products to El Dorado for redelivery to MAPL's El Dorado origin point from any or all of the following locations: (a) the Oneok (formerly Texaco) pipeline, (b) any other pipeline as designated by Shipper, (c) Carrier's pipeline at or near El Dorado, and/or (d) the Frontier – El Dorado refinery (the locations and points described in Subparagraphs 8(a), (b), (c) and (d) are collectively referred to herein as the "El Dorado Connections"). The transportation of products originating at any connection not currently published with the KCC will be subject to acceptance by the KCC of a tariff publishing the El Dorado Connections origin point. With regard to Qualifying Products at the El Dorado Connections, Carrier shall not be liable for returning to Shipper or paying Shipper for the difference in the quantity of Qualifying Products received at the El Dorado Connections and delivered to the Coffeyville Refinery, which do not arise from a leak in Carrier's pipeline. Shipper may use such El Dorado Connections singly or in combination as long as such use is within the operational capabilities of the Carrier's pipeline system.

   At Shipper's request and at Shipper's sole cost and expense, Carrier shall allow and facilitate interconnections of Carrier's pipeline assets which are reasonably necessary to facilitate shipments of Qualifying Products from the El Dorado Connections; provided, however, all such interconnections shall be in accordance with Carrier's specifications, and provided further, Carrier shall be under no obligation to permit the use of any of such assets which in its reasonable discretion it reasonably believes will create a safety hazard or interfere with deliveries to El Dorado Frontier or El Dorado Magellan. Subject to this Agreement, Carrier may continue to deliver product to any third party, including, without limitation, the Frontier refinery and the Magellan Pipeline at or near El Dorado, Kansas. Carrier shall have no liability of any kind whatsoever related to the product specification of Qualifying Products received into Carrier's system directly or indirectly from any of the El Dorado Connections and delivered to the Coffeyville Refinery ("Potential Off-Specification Product", hereinafter referred to as "POSP"). Further, Shipper will be solely responsible for disposing of any POSP received from the El Dorado Connections that Shipper is unable or unwilling to receive into the Coffeyville Refinery, and Carrier's obligations under this agreement will be suspended until the POSP has been removed from Carrier's facilities and those facilities have returned to normal operating conditions.

   The Incentive Program shown in Exhibit A includes appropriate tariff language to cover movements from the El Dorado Connections to Coffeyville at a rate of $.01 per barrel. Such rate shall not be increased during the term of this Agreement, and the Parties will pursue all reasonable efforts to assure the approval of the New Tariff without modification as described in Paragraph 1 of this Contract. As provided for in the preceding paragraph, this rate shall be published as part of the Item 300 Incentive Program and will, thus, only be available to shippers who have executed an incentive rate agreement through September 30, 2011 pursuant to Item 300 as set forth in Exhibit A attached hereto.

9. Nothing contained herein shall be interpreted to require Carrier to discriminate in favor of Shipper and against other shippers. Carrier and Shipper agree that upon approval of this Agreement and the New Tariff by the KCC and any court upon appeal, that compliance with the terms of this Agreement and the New Tariff shall in no way act to discriminate in favor of Shipper and against other shippers.

10. Neither Party will make any filings at the KCC or take any positions at the KCC that are in any manner inconsistent with this Agreement, the New Tariff or the Incentive Program.

11. Either Party may assign this Agreement to a legal entity to which that party transfers a significant portion of its assets or of which it becomes a part by merger, consolidation, transfer or otherwise. If such an assignment occurs, this Agreement shall extend to and be binding upon the successors and assigns of the Parties hereto.

12. This Agreement shall be deemed to be made under and shall be governed by and construed in accordance with the laws of the State of Kansas without regard to the choice of laws rules thereof.

13. Shipper has requested that this Agreement be filed with and approved by the KCC. Carrier believes that such filing and approval are neither necessary nor legally required but Shipper believes that such filing and approval is necessary and legally required. Shipper agrees that the filing of this Agreement for approval by the KCC shall be without prejudice to the rights of either Party in any current or future litigation or administrative proceedings, and shall not serve as precedent for requiring the filing and approval of future agreements with the KCC. Carrier may include a statement reflecting the foregoing in a letter to the KCC regarding the filing of this Agreement and the New Tariff.

14. Any and all notices or official communications between the parties given under or in relation to this Agreement shall be made in writing and shall be deemed to have been properly given if: (i) personally delivered (with written confirmation of receipt); (ii) delivered and confirmed by telecopier or like transmission service; (iii) delivered by a recognized overnight courier delivery service (with delivery fees prepaid); or (iv) sent by certified United States mail (postage prepaid, return receipt requested), in each case to the appropriate address set forth below:

If to Shipper:

Coffeyville Resources Refining & Marketing, LLC
10 East Cambridge Circle Drive, Suite 250
Kansas City, Kansas 66103
Attn: Chief Operating Officer
Facsimile: 913-981-0000

If to Carrier:

Mid-America Pipeline Company, LLC
2727 North Loop West
Houston, Texas 77008
Attn: Chief Legal Officer
Facsimile: 713-880-6570

[Signatures on following page]

APPROVED BY:

Mid-America Pipeline Company, LLC

NAME: James M. Collingsworth

TITLE: Senior Vice President

DATE: 9/02/05

APPROVED BY:

Coffeyville Resources Refining & Marketing, LLC

NAME: Stanley A. Riemann

TITLE: COO

DATE: 8-29-05

EXHIBIT A

ITEM 300 INCENTIVE RATE PROGRAM

The following incentive rates are available to Shippers executing a contract for a minimum transportation volume (Contract Volume) to be transported from the origins to the destinations listed in this Item from the initiation of the contract through September 30, 2011.

Under provisions of this Incentive Rate Program, the Contract Volume is defined as 2,000,000 Barrels of Qualifying Product for each Annual Period. Qualifying Product, as used in Item 300 and any related contract, shall be Natural Gas Liquids as defined in Item 5 Definitions.

The Annual Period will consist of 12 consecutive months, beginning at the effective date of the contract and continuing through September 30, 2011. The first Annual Period shall be deemed to conclude on December 31, 2005, and if less than 12 months in duration, the Contract Volume for the first Annual Period will be prorated for the number of months comprising the first Annual Period. If the final Annual Period consists of less than 12 months, the Contract Volume for the final Annual Period will be prorated for the number of months comprising the final Annual Period.

In the event Carrier must allocate its transportation capacity under Item 100, such allocation of line time, on a weekly basis, will be calculated by using the quotient derived by dividing the contracting Shipper's historical volume ("Historical Volume") by the total volume for the same time period delivered by all shippers to El Dorado and/or Coffeyville destinations, multiplied by 168 hours (ie. the total hours in a week). Historical Volume shall mean a Shipper's Qualifying Product movements during the first twelve (12) calendar months following a date thirteen (13) months prior to the execution of a contract for a Contract Volume.

The initial 2,000,000 Barrels (Contracted Volume) in any Annual Period will be billed at the rate shown below for *0 – 2,000,000 Barrels*. Any shipments in excess of 2,000,000 each Annual Period will be charged the rate shown below for *Above 2,000,000 Barrels*.

If Shipper volumes during any Annual Period are not equal to or greater than the Contracted Volume, Carrier will invoice the Shipper the deficient volume times the tariff rate for the initial 2,000,000 Barrels shown below. Shipper shall make payment for the deficient revenue within 10 days of presentation of the invoice by Carrier.

(Rates In Cents per Barrel)

ORIGIN	DESTINATION	ANNUAL VOLUME INCENTIVE LEVELS	RATE
Conway	Coffeyville	0 – 2,000,000	77.34
		Above 2,000,000	37.34

In addition, any Shipper executing an Agreement to ship under Item 300 Incentive Rate Program shall also be subject to a rate of one (1) cent per barrel for movements from El Dorado Connections to Coffeyville.

EXHIBIT B

CALCULATION OF COSTS REQUIRED BY GOVERNMENTAL LAWS

1. Carrier shall utilize the following procedure to specify and substantiate the Permitted Costs for compliance with Governmental Laws on a project by project basis:

(a) Carrier shall specify the Governmental Law requiring the expenditure.

(b) Carrier shall provide to Shipper, Carrier's accounting detail of the estimated costs required, in Carrier's reasonable discretion, to be incurred in order to be in compliance with the Governmental Law.

2. With respect to any Permitted Costs that would be incurred after September 1, 2005, that are required as a result of New Governmental Laws and/or Amended Governmental Laws:

(a) Such Permitted Costs shall be estimated by Carrier and such estimate shall be provided to Shipper, along with a reference to the Governmental Laws that require such expenditures and reasonable support for the estimated expenditures. Shipper shall have the right, to be exercised by written notice within thirty (30) days after its receipt of such estimated Permitted Costs from Carrier, to elect not to pay such Permitted Costs. If Shipper makes such written election not to pay such Permitted Costs, either Party, upon written notice to be given within thirty (30) days' following Shipper's election not to pay such Permitted Costs, may terminate this Agreement, which termination will be effective thirty (30) days following Shipper's election not to pay such Permitted Costs.

(b) If Shipper does not make such election as provided in Paragraph 3(a), then Carrier shall accumulate all Permitted Costs for each Annual Period and shall calculate the product of the Permitted Costs incurred during such Annual Period multiplied by 15%, (each such amount, a "Permitted Cost Recovery Amount"). For each Annual Period during the term of this Agreement, Shipper shall pay, in accordance with Paragraph 3 of this Exhibit B, the sum of all of the Permitted Cost Recovery Amounts.

3. Carrier shall invoice Shipper within ninety (90) days subsequent to each Annual Period for all payments required to be made by Shipper for such Annual Period pursuant to Paragraph 3 of this Exhibit B. All payments under this Agreement shall be made by Shipper within thirty (30) days after the date of each invoice.

4. All accounting detail related to such Permitted Costs shall be maintained by Carrier for a period of at least two (2) years and shall be available to Shipper for its review and audit during normal working hours at Carrier's office and upon reasonable notice to Carrier.

5. The following example illustrates how payment would be calculated for hypothetical Permitted Costs (and assumes Shipper did not exercise its election not to pay such Permitted Costs). If Carrier incurs Permitted Costs of $1,000,000 for 2005; $2,000,000 for 2006; and $1,250,000 for 2007, the Permitted Cost Recovery Amounts would be calculated as follows:

For Permitted Costs incurred during 2005:
Permitted Cost Recovery Amount is $1,000,000 x 15% = $150,000

For Permitted Costs incurred during 2006:
Permitted Cost Recovery Amount is $2,000,000 x 15% = $300,000

For Permitted Costs incurred during 2007:
Permitted Cost Recovery Amount is $1,250,000 x 15% = $187,500,

and payment would be made by Shipper to Carrier as follows:

In 2006, Carrier would invoice and Shipper would pay $150,000.

In 2007, Carrier would invoice and Shipper would pay $450,000 ($150,000 plus $300,000).

In 2008, Carrier would invoice and Shipper would pay $637,500 ($150,000 plus $300,000 plus $187,500).

Assuming no further Permitted Costs were incurred during the term of this Agreement, Carrier would invoice, each succeeding year during the term of the Agreement, and Coffeyville would pay, $637,500.

6. The following definition shall apply to this Exhibit B:

"Permitted Costs" shall be defined to be those costs incurred after September 1, 2005 required for compliance with New Governmental Laws and Amended Governmental Laws. Permitted Costs shall be specified in detail and shall be strictly limited to mandatory engineering, design, labor, installation and materials costs for the governmentally mandated upgrades themselves and shall not include any operation or maintenance of any kind related to the ongoing operation of such upgrades. Permitted Costs shall not include any administrative and general overhead expenses (including, without limitation, office space, furniture and supplies, expenses associated with materials procurement, legal, human resources, controller's systems and information systems).

EXHIBIT C

QUALIFYING PRODUCT SPECIFICATIONS

[See attached]

Exhibit C

Issue Date: 2/14/00

Mid-America Pipeline Company

BUTANE/GASOLINE
REFINERY GRADE MIX

COMPONENT	TEST METHODS	SPECIFICATIONS
Composition: Propane & Lighter Butylenes Butadiene Aromatics	ASTM D-2163	 3.0 Liq. Vol.% max. (1) 0.35 Liq. Vol.% max. (2) 0.01 Liq. Vol.% max. (2) 10.0 wt.% max. (3)
Oxygenates	UOP 845	50 ppm wt. max. (2)
Fluorides	UOP-619	150 ppm wt. max.
Corrosiveness, Copper Strip	ASTM D-1838	No.1
Volatile Sulfur	ASTM D-4045	150 ppm wt. max.
Hydrogen Sulfide	ASTM D-2420	Pass
Distillation: End Point	ASTM D-86	375 °F max. (3)
Water Content	VISUAL	No Free Water
Color, Saybolt Number	ASTM D-156	+25 min. (3)

NOTE ON TEST METHODS: Method numbers listed above, beginning with the letter "D," are American Society for Testing and Materials (ASTM), Standard Test Procedures. The most recent year revision for the procedures will be used.

1. Of the contained isobutane

2. Of the contained butanes

3. Of the contained natural gasoline

Specification Committee Approval:

Wayne Mullins	Bob Sanders	James Gernentz
Quality Control	Distribution	Operations

Exhibit C

MID-AMERICA PIPELINE COMPANY
SPECIFICATIONS
ISO BUTANE

	Specification Point	Test Method (Latest Issue)	Receipt Specifications	Delivery Specifications
(1)	Composition	MAPL Test No. 6		
	Iso butane, Minimum L.V.%	ASTM D-2163	95.00	95.00
	Propane, Maximum L.V.%		2.50	3.00
	Normal Butane, Maximum L.V.%		4.50	5.00
(2)	Vapor Pressure	MAPL Test No. 1		
	At 100°F, psig, Minimum	ASTM D-1267	56.00	56.00
	At 100°F, psig, Maximum		60.00	60.00
(3)	Volatility	MAPL Test No. 3		
	Temperature at 95% Evaporated, °F, Maximum	ASTM D-1837	16	16
(4)	Corrosiveness	MAPL Test No. 9		
	Copper Strip at 100°F	ASTM D-1838	No. 1	No. 1
(5)	Volatile Sulfur	MAPL Test No. 11		
	PPM by Weight, Maximum	ASTM D-2784	93	93
(6)	Hydrogen Sulfide	MAPL Test No. 12		
		ASTM D-2420	Pass	Pass
(7)	Dryness	MAPL Test No. 15		
	Free Water	Inspection	None	None

Exhibit C

MID-AMERICA PIPELINE COMPANY
SPECIFICATIONS
NATURAL GASOLINE

	Specification Point	Test Method (Latest Issue)	Receipt Specifications	Delivery Specifications
(1)	Composition	MAPL Test No. 7		
	Hexanes and Heavier, Maximum	GPA Publication 2177	50.00	50.00
	Pentanes, Minimum L.V. %		44.00	42.00
	Butanes, Maximum L.V. %		6.00	8.00
	Propane, Maximum L.V. %		None	None
(2)	Vapor Pressure (Reid)	MAPL Test No. 2		
	At 100°F, psia, Minimum	ASTM D-323	12.00	12.00
	At 100°F, psia, Maximum		14.00	14.20
(3)	Distillation	MAPL Test No. 8 ASTM D-216		
	25% Evaporated Temperature, °F, Minimum		140	140
	90% Evaporated Temperature, °F, Minimum		275	275
	End Point Temperature, °F, Maximum		375	375
(4)	Corrosiveness	MAPL Test No. 10		
	Copper Strip at 100°F	ASTM D-130	No. 1	No. 1
(5)	Color	MAPL Test No. 16		
	Saybolt Number, Minimum	ASTM D-156	+25	+25
(6)	Doctor Test	MAPL Test No. 13		
		GPA Publication 1138	Negative	Negative
(7)	Dryness	MAPL Test No. 15		
	Free Water	Inspection	None	None

Exhibit C

MID-AMERICA PIPELINE COMPANY
SPECIFICATIONS
NORMAL BUTANE, 95%

	Specification Point	Test Method (Latest Issue)	Receipt Specifications	Delivery Specifications
(1)	Composition	MAPL Test No. 6		
	Normal Butane, Minimum L.V.%	ASTM D-2163	95.50	95.00
	Iso-Butane, Maximum L.V.%		4.50	5.00
	Pentanes and Heavier, Maximum L.V.%		1.00	1.50
	Propane, Maximum L.V.%		0.45	0.50
(2)	Vapor Pressure	MAPL Test No. 1		
	At 100°F, PSIG, Maximum	ASTM D-1267	50	50
(3)	Volatility	MAPL Test No. 3		
	Temperature at 95% Evaporated, Degrees F, Maximum	ASTM D-1837	36	36
(4)	Corrosiveness	MAPL Test No. 9		
	Copper Strip at 100°F	ASTM D-1838	No. 1	No. 1
(5)	Volatile Sulfur	MAPL Test No. 11		
	PPM by Weight, Maximum	ASTM D-2784	93	93
(6)	Hydrogen Sulfide	MAPL Test No. 12		
		ASTM D-2420	Pass	Pass
(7)	Dryness	MAPL Test No. 15		
	Free Water	Inspection	None	None
(8)	Olefins	Gas Chromatography	0.30	0.35
	Olefin, Maximum L.V.%			

EXHIBIT

tabbies

D

K.C.C. No. 13

MID-AMERICA PIPELINE COMPANY, LLC

LOCAL PIPELINE TARIFF

Containing

RATES, RULES AND REGULATIONS

Applying On the Intrastate Transportation of

NATURAL GAS LIQUIDS

and

REFINED PETROLEUM PRODUCTS

Transported by Pipeline

From and To Points Named Herein

Issued under authority of the Kansas Corporation Commission.

Reference F.E.R.C. No. 75.1.0, reissues thereof, for plant names and group numbers.

The rates in this tariff are expressed in cents per barrel of 42 U.S. Gallons and are subject to change as provided by law, also to the Rules and Regulations published herein, supplements hereto and reissues hereof.

The provisions published herein will, if effective, not result in an effect on the quality of the human environment.

ISSUED JULY 25, 2011	EFFECTIVE DATE: OCTOBER 1, 2011*

* or the date of issuance of the Kansas Corporation Commission's Final Order approving the requested tariff change(s)/rate(s) pursuant to K.S.A. 66-117(d), whichever date is later.

ISSUED AND COMPILED BY:
Steve Miao
1100 Louisiana Street, Houston, Texas 77002 – 5227
(713) 381-4778

GENERAL APPLICATION

The General Rules and Regulations and the Rates published herein apply in their entirety to the services covered by this tariff, that is, to the intrastate transportation of Product from the origins to the destinations named herein.

GENERAL RULES AND REGULATIONS

ITEM 5 DEFINITIONS

"Barrel" shall mean forty-two (42) United States gallons of 231 cubic inches of sixty degrees Fahrenheit (60°F) and equilibrium vapor pressure.

"Carrier" shall mean Mid-America Pipeline Company, LLC.

"Customer Information Solution" (CIS) shall mean the integrated business operating system utilized by Carrier for the coordination of all business conducted on Carrier's pipelines and facilities.

"Day" shall mean the twenty-four (24) hours between 7:00 a.m. and 7:00 a.m. the following day.

"Demethanized Mix" shall mean a mixture of any or all of the following components: ethane, propane, isobutane, normal butane, and natural gasoline.

"Group" shall mean two or more origin or destination points in similar localities identified by a group number.

"Interface" shall mean the mixture occurring in pipeline operations between adjoining batches having similar or dissimilar physical characteristics.

"Mixed Product" shall mean demethanized mix, ethane-propane mix, and butane mix meeting specifications issued by Carrier.

"Month" shall mean 7:00 A.M. of the first day of a calendar month to 7:00 A.M. on the first day of the following calendar month.

"Naphtha" shall mean treated reformer feedstock.

"Natural Gas Liquids" shall mean demethanized mix, ethane-propane mix, propane, normal butane, natural gasoline, isobutane, butane mix, naphtha and all purity mixtures thereof meeting specifications issued by Carrier.

"Nomination" shall mean an offer by a Shipper to Carrier of a stated quantity of Product for transportation from a specified origin(s) to a specified destination(s) pursuant to the terms of this tariff.

"Product(s)" shall mean individually and collectively, Natural Gas Liquids and Refined Petroleum Products meeting specifications issued by Carrier.

"Purity Product" shall mean isobutane, natural gasoline, normal butane, and propane meeting specifications issued by Carrier.

"Refined Petroleum Products" shall mean unleaded gasolines and petroleum distillates meeting specifications issued by Carrier.

"Shipper" shall mean any party who gives notice to transport Product under the provisions outlined in this tariff.

"Week" shall mean the one hundred sixty-eight (168) hours between 7:00 a.m. Monday and 7:00 a.m. the following Monday.

ITEM 10 SCHEDULING OF RECEIPT

Shippers desiring to originate Product shall furnish a nomination via CIS no later than the 15th calendar Day of the preceding month in which the Shipper desires transportation.

A nomination shall specify the origins and destinations of the Product offered to Carrier. If Shipper does not furnish such nomination, Carrier will be under no obligation to accept such Product for transportation.

Product will be accepted for transportation, subject to items contained herein, at such time and in such quantity as scheduled by Carrier.

Carrier will transport and deliver Product with reasonable diligence and dispatch considering the quantity, distance of transportation, safety of operations, and other material factors, but will accept no Product to be transported in time for any particular market. Enhanced facilities or services may be requested by a Shipper and may be provided for a Pipeage Contract in accordance with Item 85.

ITEM 15 PRODUCT DELIVERABILITY REQUIREMENTS

Carrier reserves the right to refuse to accept any Product for transportation which does not meet Carrier's Product specifications (which specifications are available upon request) or which is not good merchantable Product readily acceptable for transportation through Carrier's existing facilities.

Shipper may be required to furnish Carrier with a certificate setting forth the specifications of each shipment of Product to be transported in Carrier's facilities. Carrier reserves the right to sample and/or test any such shipment prior to acceptance or during receipt, and in the event of variance between Shipper's certificate and Carrier's test, the latter shall prevail.

If, upon investigation, Carrier determines that Shipper has delivered to Carrier's facilities Product that has contaminated the common fungible stream, rendering all or a portion of the fungible Product stream undeliverable, Carrier reserves the right to treat or otherwise dispose of all contaminated Product in any reasonable commercial manner at Shipper's sole expense.

On Product received by Carrier that does not meet product deliverability requirements, Carrier reserves the right to charge an additional 100 cents per Barrel treating and handling charge.

ITEM 20 MINIMUM SHIPMENT

A shipment of 5,000 Barrels or more of the same quality and specifications shall be required on all Products. Carrier may elect to accept a shipment of less than 5,000 Barrels of Product of the same required specifications for transportation subject to delay until Carrier has accumulated 5,000 Barrels of the same specifications from the same or other Shippers.

Product shall be offered for transportation in quantities, which can be received into Carrier's pipeline. Carrier will specify the quantity to be delivered to Carrier from a single origin. Shipper will be subject to linefill requirements of up to 10 days receipts.

For Naphtha transportation, a shipment of 15,000 Barrels or more on Mid-America Pipeline Company, LLC of the same quality and specifications shall be required for each Product shipment. Carrier shall have the right to accept shipments of less than the required quantities of Product of the same required specifications for transportation subject to delay until Carrier has accumulated the required quantities of Product of the same specifications at the same holding facility from the same or other Shippers.

ITEM 25 APPLICATION OF RATES

Carrier shall assess transportation and all other lawful charges accruing on Product accepted for transportation at the rate in effect at date Product is delivered to destination. Carrier will invoice Shipper for transportation charges and all other lawful charges accruing on Product accepted in accordance with Carrier's then current payment policies and procedures at the rates published herein.

ITEM 30 ORIGIN AND DESTINATION FACILITIES

Carrier shall accept product only when Shipper has provided necessary facilities for receipt of Product into Carrier's pipeline and delivery of Product from Carrier's pipeline at pressures and pumping rates required by Carrier.

ITEM 40 MEASUREMENT

Except as otherwise provided, Carrier shall make no charge for metering Product upon receipt and delivery.

Observed volumes of Purity Product at operating pressures and temperatures shall be corrected to net volume at 60°F and equilibrium vapor pressure.

Observed volumes of Mixed Product shall be corrected to net component volumes at 60°F and equilibrium vapor pressure by the use of flowing mass, a component analysis of a sample accumulated from the flowing stream, and component densities from the latest GPA 2145 Standard.

Observed volumes of Refined Petroleum Products at operating pressures and temperatures shall be corrected to net volume at 60°F and atmospheric pressure using Tables 5B and 6B, Chapter 11.1, API Standard 2540 and compressibility factors from API Standard 1101. These standards are subject to any future revisions or changes issued by the API.

ITEM 43 COMPONENT BALANCING

Shipper shall be responsible for bringing into balance on a monthly basis any accumulated component volume differences resulting from the receipt, transportation, and delivery of commingled demethanized mix.

ITEM 45 IDENTITY OF SHIPMENTS

Carrier may commingle Product received from the origins shown herein. Carrier reserves the right at any time to substitute and deliver Product of the same specifications as the Product tendered.

ITEM 55 DEMURRAGE

Shipper shall remove Product, or cause Product to be removed, from Carrier's facilities following transportation to a nominated destination. In the event failure to remove Product threatens or prevents delivery of succeeding shipments into or out of Carrier's facilities, and\or threatens or causes congestion at Carrier's terminals, Carrier shall have the right, but not the obligation, without liability to Shipper, to make such disposition of unremoved Product as is necessary for the efficient operation of the pipeline, and Shipper shall pay Carrier all charges associated with such disposition the same as if Shipper had authorized such, together with any associated additional costs and damages borne or incurred by Carrier.

In the event failure to remove product from Carrier's facilities prevents delivery of succeeding shipments for more than 12 hours in any 24-hour period, Shipper will pay demurrage of 56 cents per barrel of system linefill for each day delivery of succeeding shipments is prevented.

ITEM 60 PAYMENT OF CARRIER CHARGES

The Shipper or consignee shall pay all transportation and other lawful charges accruing on Product delivered to and accepted by Carrier for shipment and, if required, shall pay the same before delivery at destination. Carrier shall have a lien on all Product in its possession belonging to Shipper or consignee to secure the payment of any and all unpaid transportation, or any lawful charges that are due Carrier, that are unpaid by Shipper or consignee, and may withhold such Product from delivery until all unpaid charges have been paid. If said charges remain unpaid ten (10) days after final notice and demand therefore, Carrier shall have the right, through an Agent, to sell such Product at public auction, on any day not a legal holiday, in not less than forty-eight (48) hours after publication of notice of such sale in a daily newspaper of general circulation published in the town or city where the sale is to be held, stating the time, place of sale, and the quantity and location of Product to be sold. At said sale, Carrier shall have the right to bid, and if the highest bidder, to become the purchaser. From the proceeds of said sale, Carrier will pay itself the transportation and all other lawful charges, including expenses incident to said sale, and the balance remaining, if any, shall be held for whomsoever may be lawfully entitled thereto.

ITEM 65 ACCEPTANCE FREE FROM LIENS AND CHARGES

Carrier may refuse any shipment for transportation, which may be encumbered by a lien or charge of any kind, or which may be involved in litigation or the ownership thereof may be in dispute. When any Product so encumbered or subject to litigation or dispute is tendered for transportation, Carrier may require of Shipper satisfactory evidence of his perfect and unencumbered title or satisfactory indemnity bond to protect Carrier against any or all loss.

ITEM 70 LIABILITY OF CARRIER

Carrier shall not be liable for any delay in delivery or for any loss of Product caused by an act of God, public enemy, quarantine, authority of law, strikes, riots, fire, floods, or by act of default of consignor or consignee, or resulting from any other cause not due to the negligence of Carrier, whether similar or dissimilar to the causes herein enumerated. Any such loss shall be apportioned by Carrier to each shipment of Product or portion thereof involved in such loss in the proportion that such shipment or portion thereof bears to the total of all Product involved in the loss, and each consignee shall be entitled to receive only that portion of its shipment remaining after deducting his proportion as above determined of such loss. Carrier shall prepare and submit a statement to Shippers and consignees showing the apportionment of any such loss.

The Carrier operates under this tariff solely as a common carrier and not as an owner, manufacturer, or seller of the Product transported or stored hereunder, and Carrier expressly disclaims any liability for any expressed or implied warranty for Products transported or stored hereunder including any warranties of merchantability or fitness for intended use.

ITEM 75 CLAIMS - TIME FOR FILING

Notice of claims for loss or damage must be made in writing to Carrier within nine (9) months after delivery of the Product, or in the case of a failure to make delivery, then within (9) months after a reasonable time for delivery has elapsed. Suit against Carrier shall be instituted only within two (2) years and one (1) day from the day when notice in writing is given by Carrier to the claimant that Carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, such claims will not be paid and the Carrier shall not be liable.

ITEM 80 SCHEDULING OF DELIVERY

When Shippers request delivery from the pipeline to the requested destination of a volume of Product greater than can be immediately delivered, Carrier shall schedule delivery. Carrier shall not be liable for any delay in delivery resulting from such scheduling of delivery.

ITEM 85 PIPEAGE CONTRACTS

Separate agreements in accord with this tariff, and these regulations covering further details, may be required by Carrier before any duty for transportation shall arise.

ITEM 90 APPLICATION OF RATES FROM INTERMEDIATE POINTS

For Product accepted for transportation from any point on Carrier's pipeline not named in this tariff, which is an intermediate point from which rates are published herein, through such unnamed point, Carrier will apply from such unnamed point the rate published herein from the next more distant point specified in the tariff. If service is to be used on a continuous basis for more than 30 days, Carrier will file a tariff applicable to the transportation movement.

ITEM 95 APPLICATION OF RATES TO INTERMEDIATE POINTS

For Product accepted for transportation to any point on Carrier's pipeline named in this tariff, which is intermediate to a point to which rates are published herein, through such unnamed point, Carrier will apply to such unnamed point the rate published herein to the next more distant point specified in this tariff. If service is to be used on a continuous basis for more than 30 days, Carrier will file a tariff applicable to the transportation movement.

ITEM 100 ALLOCATION

In the event Shipper's total requirements are greater than can be currently handled by Carrier, Carrier shall prorate available capacity so as to avoid discrimination.

ITEM 110 ROUTING INSTRUCTIONS

All rates apply via Mid-America Pipeline Company, LLC.

ITEM 120 TRANSPORTATION INVENTORY

Quantities of Product received into Carrier's custody for transportation to Shipper's nominated destination will constitute Shipper's Transportation Inventory prior to delivery. If Product cannot be accepted by the nominated destination through no fault of Carrier, undelivered quantities will be returned to Shipper's Holding (storage) inventory.

ITEM 145 INTERFACE

Shippers shall accept and be responsible for handling of any interface generated within or between Products.

RATES
(In Cents per Barrel)

ITEM 290 GENERAL COMMODITY RATE FOR NATURAL GAS LIQUIDS

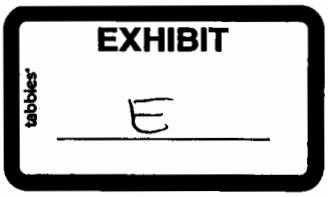
ORIGIN	DESTINATION	RATE
Group 140 Conway Hold	Coffeyville Refinery	182.09

ITEM 295 GENERAL COMMODITY RATE FOR REFINED PETROLEUM PRODUCTS

ORIGIN	DESTINATION	RATE
Coffeyville Refinery	El Dorado Kaneb	341.15

ABBREVIATIONS AND REFERENCE MARKS

API	American Petroleum Institute
F	Fahrenheit
F.E.R.C.	Federal Energy Regulatory Commission
GPA	Gas Processors Association
K.C.C.	Kansas Corporation Commission
MAPL	Mid-America Pipeline Company, LLC



SAMPLE DISTRIBUTION E-MAIL

To: **Shippers To and From Coffeyville**

From: **Mid-America Pipeline Company, LLC**

On July 25, 2011, Mid-America Pipeline Company, LLC filed an application with the Kansas Corporation Commission (KCC) requesting authorization for the Establishment of Initial General Commodity Transportation Rates on its Conway to Coffeyville and Coffeyville to El Dorado Segments.

The base application is attached for your use as a shipper.

The public version of this application, together with all exhibits and schedules, is available for viewing and printing on-line at KCC's website http://www.kcc.ks.gov/index.htm.

EXHIBIT
tabbies
F

Check appropriate box:

☐ An Initial (Original) Submission

☐ Resubmission No. _____

Form 6 Approved
OMB No. 1902-0021
(Expires 6/30/2013)
Form 6-Q Approved
OMB No. 1902-0206
(Expires 6/30/2013)

FERC Financial Report
FERC Form No. 6: ANNUAL REPORT OF OIL PIPELINE COMPANIES and Supplemental Form 6-Q: Quarterly Financial Report

(Formerly ICC Form P)

These reports are mandatory under the Interstate Commerce Act, Sections 20 and 18 CFR Parts 357.2 and 357.4. Failure to report may result in criminal fines, civil penalties and other sanctions as provided by law. The Federal Energy Regulatory Commission does not consider this report to be of a confidential nature.

Exact Legal Name of Respondent (Company)	Year/Period of Report
Mid-America Pipeline Company, LLC	End of 2010/Q4

20110419-8022 FERC PDF (Unofficial) 04/18/2011

INSTRUCTIONS FOR FILING FERC FORMS 6 AND 6-Q
GENERAL INFORMATION

I. Purpose

The FERC Form No. 6 (FERC Form 6) is an annual regulatory reporting requirement (18 C.F.R. § 357.2). The FERC Form No. 6-Q (FERC Form 6-Q) is a quarterly regulatory reporting requirement (18 C.F.R. §357.4). These reports are designed to collect both financial and operational informational from oil pipeline companies subject to the jurisdiction of the Federal Energy Regulatory Commission. These reports are also considered to be non-confidential public use forms.

II. Who Must File

(a) Each oil pipeline carrier whose annual jurisdictional operating revenues has been $500,000 or more for each of the three previous calendar years must file FERC Form 6 (18 C.F.R. § 357.2 (a)). Oil pipeline carriers submitting FERC Form 6 must submit FERC Form 6-Q (18 C.F.R. § 357.4(a)). Newly established entities must use projected data to determine whether FERC Form No. 6 must be filed.

(b) Oil pipeline carriers exempt from filing FERC Form 6 whose annual jurisdictional operating revenues have been more than $350,000 but less than $500,000 for each of the three previous calendar years must prepare and file page 301, "Operating Revenue Accounts (Account 600), and page 700, "Annual cost of Service Based Analysis Schedule," of FERC Form 6. When submitting pages 301 and 700, each exempt oil pipeline carrier must include page 1 of the FERC Form 6, the Identification and Attestation schedules (18 C.F.R. § 357.2 (a)(2)).

(c) Oil pipeline carriers exempt from filing FERC Form 6 and pages 301 and whose annual jurisdictional operating revenues were $350,000 or less for each of the three previous calendar years must prepare and file page 700, "Annual Cost of Service Based Analysis Schedule," of FERC Form 6. When submitting page 700, each exempt oil pipeline carrier must include page 1 of FERC Form 6, the Identification and Attestation schedule (18 C.F.R. § 357.2 (a)(3)).

III. What and Where to Submit

(a) Submit FERC Form 6 and 6-Q electronically through the forms submission software available at http://www.ferc.gov/docs-filing/eforms/form-6/elec-subm-soft.asp. Retain one copy of this report for your files.

(b) The Corporate Officer Certification must be submitted electronically as part of FERC Form 6 and 6-Q filings.

(c) Indicate by checking the appropriate box on Page 3, List of Schedules, if the Annual Report to Stockholders will be submitted, or if no Annual Report to Stockholders has been prepared.

(d) Submit immediately upon publication, by either eFiling or mail, two (2) copies of the latest Annual Report to Stockholders to the Secretary of the Commission at:

Secretary of the Commission
Federal Energy Regulatory Commission
888 First Street, NE
Washington, DC 20426

(e) Filers are encouraged to file their Annual Report to Stockholders using eFiling at http://www.ferc.gov/docs-filing/efiling.asp.To further that effort, a new selection, "Annual Report to Stockholders," has been added to the dropdown "pick list" from which companies must choose when eFiling. Further instructions are posted to the Commission's website at http://www.ferc.gov/help/how-to.asp.

(f) Federal, State and Local Governments and other authorized users may obtain additional blank copies of FERC Forms 6 and 6-Q free of charge from http://www.ferc.gov/docs-filing/eforms.asp#6 and http://www.ferc.gov/docs-filing/eforms.asp#6Q .

IV. When to Submit

FERC Forms must be filed by the following schedule:

(a) FERC Form 6 for each year ending December 31 must be filed by April 18th of the following year (18C.F.R. § 357.2), and

(b) FERC Form 6-Q for each calendar quarter must be filed within 70 days after the end of the reporting quarter (18 C.F.R. § 357.4).

V. Where to Send Comments on Public Reporting Burden

(a) The public reporting burden for the FERC Form 6 is estimated to average 186 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The public reporting burden for the FERC Form 6-Q is estimated to average 150 hours per response. Send comments regarding these burden estimates or any aspect of these information collections, including suggestions for reducing this burden, to the Federal Energy Regulatory Commission, 888 First Street, NE, Washington DC 20426 (Attention: Information Clearance Officer); and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503 (Attention: Desk Officer for the Federal Energy Regulatory Commission).

(b) You shall not be penalized for failure to respond to this collection of information unless the collection of information displays a valid OMB control number.

GENERAL INSTRUCTIONS

I. Prepare these reports in conformity with the Uniform System of Accounts (18 C.F.R. Part 352) (USofA). Interpret all accounting words and phrases in accordance with the USofA.

II. Enter in whole numbers (dollars) only, except where otherwise noted. Enter cents for averages where cents are important. The amounts shown on all supporting pages must agree with the amounts entered on the statements that they support. When applying thresholds to determine significance for reporting purposes, use for balance sheet accounts the balances at the end of the current reporting period, and use for income statement accounts the current year's amounts. Quarterly reporting should be consistent with the previous year's reporting.

III. Complete each question fully and accurately, even if it has been answered in a previous period. Enter the word "None" where it truly and completely states the fact.

IV. For any page(s) that is not applicable to the Filer, either Enter the words "Not Applicable" on the particular page(s), or Omit the page(s) and enter "NA", "None", or "Not Applicable" in column (d) on the List of Schedules, pages 2 and 3.

V. Enter the month, day, and year for all dates. Use customary abbreviations. **The "Date of Report" at the top of each page is applicable only to resubmissions.**

VI. Generally, except for certain schedules, all numbers, whether they are expected to be debits or credits, must be reported in the positive. Numbers having a sign that is different from the expected sign should be entered with a negative (-) sign.

VII. Resubmit any revised FERC Form 6 data via the Internet using the forms submission software only. Please explain the reason for the resubmission in a footnote to the data field.

VIII. Do not make references to reports of previous periods or to other reports in lieu of required entries, except as specifically authorized.

IX. Whenever (schedule) pages refer to figures from a previous period the figures reported must be based upon those shown by the report of the previous period or an appropriate explanation given as to why different figures were used.

DEFINITIONS

1. Active Corporation - A corporation which maintains an organization for operating property or administering its financial affairs.

2. Actually Issued - For the purposes of this report, capital stock and other securities are considered to be actually issued when sold to a bona fide purchaser for a valuable consideration, and such purchaser holds free from control by the respondent.

3. Actually Outstanding - For the purposes of this report, capital stock and other securities actually issued and not reacquired by or for the respondent.

4. Affiliated Companies - The situation where one company directly or indirectly controls the other, or where they are subject to a common control.

5. Carrier - A common carrier by pipeline subject to the Interstate Commerce Act.

6. Commission - Means the Federal Energy Regulatory Commission.

7. Control (including the terms "controlling," "controlled by," and "under common control with") -

(a) The possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a company, whether such power is exercised through one or more intermediary companies, or alone, or in conjunction with, or pursuant to an agreement. Also, it is necessary whether such power is established through a majority or minority ownership or voting of securities, common directors, officers or stockholders, voting trusts, holding trusts, associated companies, contract or any other direct or indirect means. When there is doubt about an existence of control in any particular situation, the carrier shall report all pertinent facts to the Commission for determination. (18 CFR 352, Definition 10.)

(b) For the purposes of this report, the following are to be considered forms of control:

(1) Right through title to securities issued or assumed to exercise the major part of the voting power in the controlled company;

(2) Right through agreement of through sources other than title to securities to name the majority of the board of directors, managers, or trustees of the controlled company;

(3) Right to foreclose a priority lien upon all or a major part in value of the tangible property of the controlled company;

(4) Right to secure control in consequence of advances made for construction of the property of the controlled company. Indirect control is that exercised through an intermediary.

(c) A leasehold interest in the property of a company is not for the purpose of these accounts to be classed as a form of control over the lessor company.

8. Crude Oil - Oil in its natural state (including natural gas and other similar natural constituents), not altered, refined, or prepared for use by any process.

9. Inactive Corporation - A corporation which has been practically absorbed in a controlling corporation, and which neither operates property nor administers its financial affairs; if it maintains an organization it does so only for the purpose of complying with legal requirements and maintaining title to property or franchises.

10. Nominally Issued - For the purposes of this report, capital stock and other securities are considered to be nominally issued when certificates are signed and sealed and placed with the proper officer for sale and delivery or are pledged or otherwise placed in some special fund of the respondent.

11. Nominally Outstanding - For the purposes of this report, those capital stock and other securities reacquired by or for the
respondent under such circumstances require them to be considered held alive and not canceled or retired.

12. Products - Oils that have been refined, altered, or processed for use, such as fuel oil and gasoline.

13. Undivided Joint Interest Pipeline - Physical pipeline property owned in undivided joint interest by more than one person/entity.

14. Undivided Joint Interest Property - Carrier property owned as part of an undivided joint interest pipeline.

20110419-8022 FERC PDF (Unofficial) 04/18/2011

EXCERPTS FROM THE LAW

Interstate Commerce Act, Part I

Section 20

(1) The Commission is hereby authorized to require annual, periodical, or special reports from carriers, lessors, * * * (as defined in this section), to prescribe the manner and form in which such reports shall be made, and to require from such carriers, lessors, * * * specific and full, true, and correct answers to all questions upon which the Commission may deem information to be necessary, classify such carriers, lessors, * * * as it may deem proper for any of these purposes. Such annual reports shall give an account of the affairs of the carrier, lessor, * * * in such form and detail as may be prescribed by the Commission.

(2) Said annual reports shall contain all the required information for the period of twelve months ending on the 31st day of December in each year, unless the Commission shall specify a different date, and shall be made out under oath and filed with the Commission at its office in Washington within three months after the close of the year for which report is made, unless additional time be granted in any case by the Commission.

GENERAL PENALTIES

Section 20

(7)(b) Any person who shall knowingly and wilfully make, cause to be made, or participate in the making of any false entry in any annual or other report required under this section to be filed, * * * or shall knowingly or wilfully file with the Commission any false report, or other document, shall be deemed guilty of a misdemeanor and shall be subject upon conviction in any court of the United States of competent jurisdiction to a fine of not more than five thousand dollars or imprisonment for not more than two years, or both such fine and imprisonment; * * *

(7)(c) Any carrier or lessor, or any officer, agent, employee, or representative thereof, who shall fail to make and file an annual or other report with the Commission within the time fixed by the Commission, or to make specific and full true and correct answer to any question within thirty days from the time it is lawfully required by the Commission so to do, shall forfeit to the United States the sum of one hundred dollars for each and every day it shall continue to be in default with respect thereto.

20110419-8022 FERC PDF (Unofficial) 04/18/2011

FERC FORM NO. 6/6-Q:
REPORT OF OIL PIPELINE COMPANIES

IDENTIFICATION

01 Exact Legal Name of Respondent	02 Year/Period of Report
Mid-America Pipeline Company, LLC	End of 2010 / Q4

03 Previous Name and Date of Change (if name changed during year)

04 Address of Principal Office at End of Year (street, City, State, Zip Code)
1100 Louisiana Street, Houston, TX 77002

05 Name of Contact Person	06 Title of Contact Person
Steven F. Dalhoff	Director, Regulatory Rept. & Compliance

07 Address of Contact Person (Street, City, State, Zip Code)
1100 Louisiana Street, Houston, TX 77002

08 Telephone of Contact Person, Including Area Code	09 This Report Is	10 Date of Report (Mo, Da, Yr)
(713) 381-7827	(1) [X] An Original (2) [ ] A Resubmission	/ /

ANNUAL CORPORATE OFFICER CERTIFICATION

The undersigned officer certifies that:

I have examined this report and to the best of my knowledge, information, and belief all statements of fact contained in this report are correct statements of the business affairs of the respondent and the financial statements, and other financial information contained in this report, conform in all material respects to the Uniform System of Accounts.

01 Name	02 Title
Michael J. Knesek	SrVP, Controller & Principal Acctg Ofcr

03 Signature	04 Date Signed (Mo, Da, Yr)
/s/	04/18/2011

Title 18, U.S.C. 1001, makes it a crime for any person knowingly and willingly to make to any Agency or Department of the United States any false, fictitious or fraudulent statements as to any matter within its jurisdiction.

Name of Respondent 20110419-8022 FERC PDF (Unofficial) 04/18/2011 Mid-America Pipeline Company, LLC	This Report Is: (1) [X] An Original (2) [ ] A Resubmission	Date of Report (Mo, Da, Yr) / /	Year/Period of Report End of 2010/Q4

List of Schedules

Enter in column (d) the terms "none," "not applicable," or "NA," as appropriate, where no information or amounts have been reported for certain pages.

Title of Schedule (a)	Reference Page No. (b)	Date Revised (c)	Remarks (d)
GENERAL CORPORATE INFORMATION AND FINANCIAL STATEMENTS			
General Information	101	ED 12-91	
Control Over Respondent	102	REV 12-95	
Companies Controlled by Respondent	103	NEW 12-95	N/A
Principal General Officers	104	ED 12-91	
Directors	105	REV 12-95	N/A
Important Changes During the Year	108-109	REV 12-95	
Comparative Balance Sheet Statement	110-113	REV 12-03	
Income Statement	114	REV 12-03	
Statement of Accumulated Comprehensive Income and Hedging Activities	116	NEW 12-02	N/A
Appropriated Retained Income	118	REV 12-95	N/A
Unappropriated Retained Income Statement	119	REV 12-95	
Dividend Appropriations of Retained Income	119	REV 12-95	
Statement of Cash Flows	120-121	REV 12-95	
Notes to Financial Statements	122-123	REV 12-95	
BALANCE SHEET SUPPORTING SCHEDULES (Assets and Other Debts)			
Receivable From Affiliated Companies	200	REV 12-00	
General Instructions Concerning Schedules 202 thru 205	201	REV 12-95	
Investments in Affiliated Companies	202-203	ED 12-91	N/A
Investments in Common Stocks of Affiliated Companies	204-205	ED 12-91	N/A
Companies Controlled Directly by Respondent Other Than Through Title of Securities	204-205	ED 12-91	N/A
Instructions for Schedules 212 Thru 214	211	REV 12-03	
Carrier Property	212-213	REV 12-03	
Undivided Joint Interest Property	214-215	REV 12-03	N/A
Accrued Depreciation - Carrier Property	216	REV 12-03	
Accrued Depreciaton - Undivided Joint Interest Property	217	REV 12-03	N/A
Amortization Base and Reserve	218-219	REV 12-03	N/A
Noncarrier Property	220	REV 12-00	
Other Deferred Charges	221	REV 12-00	N/A
BALANCE SHEET SUPPORTING SCHEDULES (Liabilities and Other Credits)			
Payables to Affiliated Companies	225	REV 12-00	
Long Term Debt	226-227	ED 12-00	N/A
Analysis of Federal Income and Other Taxes Deferred	230-231	REV 12-00	
Capital Stock	250-251	REV 12-95	N/A
Capital Stock Changes During the Year	252-253	ED 12-91	N/A

Name of Respondent	This Report Is:	Date of Report (Mo, Da, Yr)	Year/Period of Report
20110419-8022 FERC PDF (Unofficial) 04/18/2011 Mid-America Pipeline Company, LLC	(1) [X] An Original (2) [ ] A Resubmission	/ /	End of 2010/Q4

List of Schedules (continued)

Enter in column (d) the terms "none," "not applicable," or "NA," as appropriate, where no information or amounts have been reported for certain pages.

Title of Schedule (a)	Reference Page No. (b)	Date Revised (c)	Remarks (d)
Additional Paid-in Capital	254	ED 12-87	
INCOME ACCOUNT SUPPORTING SCHEDULES			
Operating Revenue Accounts	301	REV 12-00	
Operating Expense Accounts	302-303	REV 12-00	
Pipeline Taxes	305	ED 12-87	
Income from Noncarrier Property	335	ED 12-91	
Interest and Dividend Income	336	REV 12-95	N/A
Miscellaneous Items in Income and Retained Income Accounts for the Year	337	ED 12-96	
Payments for Services Rendered by Other Than Employees	351	REV 12-95	
PLANT STATISTICAL DATA			
Statistics of Operations	600-601	REV 12-00	
Miles of Pipeline Operated at End of Year	602-603	REV 12-00	
Footnotes	604	ED 12-91	
Annual Cost of Service Based Analysis Schedule	700	REV 12-00	
Stockholders' Reports (check appropriate box) [ ] Two copies will be submitted [X] No annual report to stockholders is prepared			

Name of Respondent 20110419-8022 FERC PDF (Unofficial) 04/18/2011 Mid-America Pipeline Company, LLC	This Report Is: (1) [X] An Original (2) [ ] A Resubmission	Date of Report (Mo, Da, Yr) / /	Year/Period of Report End of 2010/Q4

General Information

1.) For item No. 1, give the exact full name of the respondent. Use the words "The" and "Company" only when they are parts of the corporate name. The corporate name should also be given uniformly throughout the report, notably on the cover, on the title page, and in the "Verification" (p. 1). If the report is made by receivers, trustees, a committee of bondholders, or individuals otherwise in possession of the property, state names and facts with precision.

2.) For item No. 2, if incorporated under a special charter, give date of passage of the act; if under a general law, give date of filing certificate of organization; if a reorganization has been effected, give date of reorganization. If a receivership or other trust, give also date when such receivership or other possession began. If a partnership, give date of formation and full names of present partners.

3.) For item No. 3, give specific reference to laws of each State or Territory under which organized, citing chapter and section. Include all grants of corporate powers by the United States, or by Canada or other foreign country; also, all amendments to charter. It in bankruptcy, give court of jurisdiction and dates of beginning of receivership or trusteeship and of appointment of receivers of trustees.

4.) For item No. 4, give specific reference to special or general laws under which each consolidation or merger or combination of other form was effected during the year, citing chapter and section. Specify Government, State, Territory under the laws of which each company consolidated or merged or otherwise combined during the year into the present company was organized; give reference to the charters of each, and to all amendments of them. Carefully distinguish between mergers and consolidations. For the purpose of this report, a merger may be defined as the absorption of one of two existing corporations by the other so the absorbed or merged corporation ceases to exist as a legal entity, its property passing to the merging or absorbing corporation, which assumes all of the merged corporation's obligations. A consolidation may be defined as the union of two or more existing corporations into a new corporation, which, through the consolidation, acquires all of the property of the uniting corporations, assumes all of their obligations, and issues its capital stock in exchange for those of the uniting corporations in ratios fixed in the agreement for consolidations, after completion of which both or all of the consolidating corporations cease to exist as legal entities. In a footnote, explain combinations that are not classifiable as mergers or consolidations. Cases in which corporations have become inactive and have been practically absorbed through ownership or control of their entire capital stock, through leases of long duration (under which the lessor companies so not keep up independent organizations for financial purposes), or otherwise, so that no distinction is made in operating or in accounting by reason of the original separate incorporation, should be included in a separate list and fully explained in answering this and the following page.

1. Give exact name of pipeline company making this report.

Mid-America Pipeline Company, LLC

2. Give date of incorporation.

07/31/2002

3. Give reference to laws of the Government, State, or Territory under which the company is organized. If more than one, name all.

Incorporated in Delaware on May 31, 1968 and converted to a Delaware Limited Liability Company on July 30, 2002.

4. If a consolidated or a merged company, name all constituent and all merged companies absorbed during the year.

Not applicable.

5. Give date and authority for each consolidation and for each merger effected during the year.

Not applicable.

6. If a reorganized company, give name of original corporation, refer to laws under which it was organized, and state the occasion fo any reorganization effected during the year.

Not applicable.

7. State whether or not the respondent during the year conducted any part of its businesss under a name or names other than that shown in response to inquiry No. 1, above; if so, give full particulars (details).

None

Name of Respondent 20110419-8022 FERC PDF (Unofficial) 04/18/2011 Mid-America Pipeline Company, LLC	This Report Is: (1) [X] An Original (2) [ ] A Resubmission	Date of Report (Mo, Da, Yr) / /	Year/Period of Report End of 2010/Q4

Control Over Respondent

1.) Report in Column (a) the names and state of incorporation of all corporations, partnerships, business trusts, and similar organizations that indirectly held control (see page iii for definition of control) over the respondent at end of year by means of intermediaries. Report only the names of those companies that held ultimate control over the respondent. If control is in a holding company organization, report in a footnote the chain of organization only if there are two or more intermediary companies in the chain of ownership.

2.) Report in column (b) the names and state of incorporation and in column (c) the percent of the respondent's voting stock owned by all corporations, partnerships, business trusts, and similar organizations that directly held control over the respondent at end of year.

3.) If control is held by trustees, state in a footnote the names of the trustees, the names of beneficiaries for whom the trust is maintained, and the purpose of the trust.

Line No.	Controlling Company or Main Parent (a)	Intermediate or Direct Parent (b)	Percent Voting Stock Owned (c)
1		Mapletree, LLC, a Delaware	100.00
2		limited liability company	
3			
4			
5			
6	Enterprise Products Partners		
7	L.P., a Delaware limited		
8	partnership		
9			
10	Enterprise Products OLPGP,		
11	Inc., a Delaware corporation		
12			
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Name of Respondent 20110419-8022 FERC PDF (Unofficial) 04/18/2011 Mid-America Pipeline Company, LLC	This Report Is: (1) [X] An Original (2) [ ] A Resubmission	Date of Report (Mo, Da, Yr) / /	Year/Period of Report End of 2010/Q4

Companies Controlled by Respondent

1.) Report in column (a) the names and state of incorporation of all corporations, partnerships, and similar organizations controlled (see page iii for definition of control) directly by respondent at end of year.

2.) If control is held jointly with one or more other interests, state the fact in a footnote and name the other interests.

Line No.	Name of Company Controled (a)	Kind of Business (b)	Percent Voting Stock Owned (c)
1	None.		
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Principal General Officers

1.) Give the title, name, and address of the principal general officers as follows: Executive, Legal, Fiscal and Accounting, Purchasing, Operating, Construction, Maintenance, Engineering, Commercial, and Traffic. If there are receivers, trustees, or committees, who are recognized as in the controlling management of the company or of some department of it, also give their names and titles, and the location of their offices. If the duties of an officer extend to more than one department, or if his duties are not in accordance with the customary acceptance of his given title, briefly state the facts under Explanatory Remarks below.

Line No.	Title of General Officer (a)	Name of Person Holding Office at End of Year (b)	Office Address (c)
1	President	James M. Collingsworth	1100 Louisiana Street
2			Houston, Texas 77002
3			
4	Executive Vice President and	W. Randall Fowler	1100 Louisiana Street
5	Chief Financial Officer		Houston, Texas 77002
6			
7	Senior Vice President,	Michael J. Knesek	1100 Louisiana Street
8	Controller and Principal		Houston, Texas 77002
9	Accounting Officer		
10			
11	Vice President and Treasurer	Bryan F. Bulawa	1100 Louisiana Street
12			Houston, Texas 77002
13			
14	General Counsel and Secretary	Raymond P. Albrecht	1100 Louisiana Street
15			Houston, Texas 77002
16			
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Directors

1.) Report below the information called for concerning each director of the respondent who held office at any time during the year. Include in column (a), abbreviated titles of the directors who are officers of the respondent.

2.) Designate members of the Executive Committee by an asterisk and the Chairman of the Executive Committee by a double asterisk.

Line No.	Name and Title of Director (a)	Offices Address (Street, city, state, zip) (b)
1	None.	
2		
3		
4		
5		
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17		
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20		

Important Changes During the Quarter/Year

Give particulars (details) concerning the matters indicated below. Make the statements explicit and precise, and number these in accordance with the inquiries. Each inquiry should be answered. Enter "none" or "not applicable" where applicable. If information which answers an inquiry is given elsewhere in the report, make a reference to the schedule in which it appears.

1.) Changes and important additions to franchise rights: Describe the actual consideration given therefor and state from whom the franchise rights were acquired. State if no consideration was given.

2.) Acquisition of ownership in other carrier operations by reorganization, merger, or consolidation with other companies: Give names of companies involved, particulars concerning the transactions, and reference to dates of Commission authorization and journal entries filed if applicable.

3.) Important extension or reduction of carrier pipeline operations: State territory added or relinquished and date operations began or ceased and give reference to Commission authorization, if any was required.

4.) State briefly the status of any materially important legal proceedings pending at the end of the year, and the results of any such proceedings culminated during the year.

5.) If the important changes during the year relating to the respondent company appearing in the respondent's annual report to stockholders are applicable in every respect and furnish the data required by instructions 1 to 4 above, such notes may be attached to this page.

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Name of Respondent	This Report is:	Date of Report	Year of Report
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Important Changes During the Quarter/Year (continued)

1. There were no changes or important additions to franchise rights during the year ending December 31, 2010.

2. During the year ending December 31, 2010, Mid-America Pipeline Company LLC did not, by any means, acquire any form of ownership in any other carrier operations.

3. There were no important extensions to, or reductions of, carrier pipeline operations during the year ending December 31, 2010.

4. Refer to page 122, Notes to Financial Statements, for a discussion of any materially important legal proceedings.

5. The respondent does not issue an annual report to stockholders.

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Comparative Balance Sheet Statement

For instructions covering this schedule, see the text and instructions pertaining to Balance Sheet Accounts in the U.S. of A. The entries in this balance sheet should be consistent with those in the supporting schedules on the pages indicated.

1.) For instructions covering this schedule, see the text and instructions pertaining to Balance Sheet Accounts in the U.S. of A. The entries in this balance sheet should be consistent with those in the supporting schedules on the pages indicated.

2.) On line 30, include depreciation applicable to investment in system property.

For instructions covering this schedule, see the text and instructions pertaining to Balance Sheet Accounts in the U.S. of A. The entries in this balance sheet should be consistent with those in the supporting schedules on the pages indicated.

Line No.	Item (a)	Reference Page No. for Annual (b)	Current Year End of Quarter/Year Balance (in dollars) (c)	Prior Year End Balance 12/31 (in dollars) (d)
	CURRENT ASSETS			
1	Cash (10)			
2	Special Deposits (10-5)			
3	Temporary Investments (11)			
4	Notes Receivable (12)			
5	Receivables from Affiliated Companies (13)	200	37,187,527	2,964,113
6	Accounts Receivable (14)		37,008,140	27,523,817
7	Accumulated Provision For Uncollectible Accounts (14-5)			
8	Interest and Dividends Receivable (15)			
9	Oil Inventory (16)		3,246,471	2,656,955
10	Material and Supplies (17)		803,114	903,113
11	Prepayment (18)		3,603,152	3,064,336
12	Other Current Assets (19)		182,968	877,650
13	Deferred Income Tax Assets (19-5)	230-231		
14	TOTAL Current Assets (Total of lines 1 thru 13)		82,031,372	37,989,984
	INVESTMENTS AND SPECIAL FUNDS			
	Investments in Affiliated Companies (20):			
15	Stocks	202-203		
16	Bonds	202-203		
17	Other Secured Obligations	202-203		
18	Unsecured Notes	202-203		
19	Investment Advances	202-203		
20	Undistributed Earnings from Certain Invest. in Acct. 20	204		
	Other Investments (21):			
21	Stocks			
22	Bonds			
23	Other Secured Obligations			
24	Unsecured Notes			
25	Investment Advances			
26	Sinking and other funds (22)			
27	TOTAL Investment and Special Funds (Total lines 15 thru 26)			
	TANGIBLE PROPERTY			
28	Carrier Property (30)	213 & 215	1,353,834,971	1,351,741,921

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Comparative Balance Sheet Statement (continued)

For instructions covering this schedule, see the text and instructions pertaining to Balance Sheet Accounts in the U.S. of A. The entries in this balance sheet should be consistent with those in the supporting schedules on the pages indicated.

1.) For instructions covering this schedule, see the text and instructions pertaining to Balance Sheet Accounts in the U.S. of A. The entries in this balance sheet should be consistent with those in the supporting schedules on the pages indicated.

2.) On line 30, include depreciation applicable to investment in system property.

For instructions covering this schedule, see the text and instructions pertaining to Balance Sheet Accounts in the U.S. of A. The entries in this balance sheet should be consistent with those in the supporting schedules on the pages indicated.

Line No.	Item (a)	Reference Page No. for Annual (b)	Current Year End of Quarter/Year Balance (in dollars) (c)	Prior Year End Balance 12/31 (in dollars) (d)
29	(Less) Accrued Depreciation-Carrier Property (31)	216 & 217	497,827,589	463,611,279
30	(Less) Accrued Amortization-Carrier Property (32)			
31	Net Carrier Property (Line 28 less 29 and 30)		856,007,382	888,130,642
32	Operating Oil Supply (33)		17,476,389	17,476,389
33	Noncarrier Property (34)	220	3,359,817	3,359,817
34	(Less) Accrued Depreciation-Noncarrier Property		2,243,515	2,166,023
35	Net Noncarrier Property (Line 33 less 34)		1,116,302	1,193,794
36	TOTAL Tangible Property (Total of lines 31, 32, and 35)		874,600,073	906,800,825
	OTHER ASSETS AND DEFERRED CHARGES			
37	Organization Costs and Other Intangibles (40)			
38	(Less) Accrued Amortization of Intangibles (41)			
39	Reserved			
40	Miscellaneous Other Assets (43)		1,483,245	2,070,592
41	Other Deferred Charges (44)	221		
42	Accumulated Deferred Income Tax Assets (45)	230-231	4,000	1,000
43	Derivative Instrument Assets (46)			
44	Derivative Instrument Assets - Hedges (47)			
45	TOTAL Other Assets and Deferred Charges (37 thru 44)		1,487,245	2,071,592

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Comparative Balance Sheet Statement (continued)

For instructions covering this schedule, see the text and instructions pertaining to Balance Sheet Accounts in the U.S. of A. The entries in this balance sheet should be consistent with those in the supporting schedules on the pages indicated.

1.) For instructions covering this schedule, see the text and instructions pertaining to Balance Sheet Accounts in the U.S. of A. The entries in this balance sheet should be consistent with those in the supporting schedules on the pages indicated.

2.) On line 30, include depreciation applicable to investment in system property.

For instructions covering this schedule, see the text and instructions pertaining to Balance Sheet Accounts in the U.S. of A. The entries in this balance sheet should be consistent with those in the supporting schedules on the pages indicated.

Line No.	Item (a)	Reference Page No. for Annual (b)	Current Year End of Quarter/Year Balance (in dollars) (c)	Prior Year End Balance 12/31 (in dollars) (d)
46	TOTAL Assets (Total of lines 14, 27, 36 and 45)		958,118,690	946,862,401
	CURRENT LIABILITIES			
47	Notes Payable (50)			
48	Payables to Affiliated Companies (51)	225	2,095,083	2,228,099
49	Accounts Payable (52)		17,917,291	43,634,961
50	Salaries and Wages Payable (53)			
51	Interest Payable (54)			
52	Dividends Payable (55)			
53	Taxes Payable (56)		5,508,358	5,479,498
54	Long-Term Debt - Payable Within One Year (57)	226-227		
55	Other Current Liabilities (58)		19,107,887	9,733,922
56	Deferred Income Tax Liabilities (59)	230-231		
57	TOTAL Current Liabilities (Total of lines 47 thru 56)		44,628,619	61,076,480
	NONCURRENT LIABILITIES			
58	Long-Term Debt - Payable After One Year (60)	226-227		
59	Unamortized Premium on Long-Term Debt (61)			
60	(Less) Unamortized Discount on Long-Term Debt-Dr. (62)			
61	Other Noncurrent Liabilities (63)		143,396	84,728
62	Accumulated Deferred Income Tax Liabilities (64)	230-231		
63	Derivative Instrument Liabilities (65)			
64	Derivative Instrument Liabilities - Hedges (66)			
65	Asset Retirement Obligations (67)		241,453	219,489
66	TOTAL Noncurrent Liabilities (Total of lines 58 thru 65)		384,849	304,217
67	TOTAL Liabilities (Total of lines 57 and 66)		45,013,468	61,380,697
	STOCKHOLDERS' EQUITY			
68	Capital Stock (70)	251		
69	Premiums on Capital Stock (71)			
70	Capital Stock Subscriptions (72)			
71	Additional Paid-In Capital (73)	254	407,378,094	407,378,094
72	Appropriated Retained Income (74)	118		
73	Unappropriated Retained Income (75)	119	505,727,128	478,103,610
74	(Less) Treasury Stock (76)			
75	Accumulated Other Comprehensive Income (77)	116		
76	TOTAL Stockholders' Equity (Total of lines 68 thru 75)		913,105,222	885,481,704
77	TOTAL Liabilities and Stockholders' Equity (Total of lines 67 and 76)		958,118,690	946,862,401

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Income Statement

1. Enter in column (c) the year to date operations for the period, and enter in column (d) the year to date operations for the same period of the prior year.

2. Enter in column (e) the operations for the reporting quarter and enter in column (f) the operations for the same three month period for the prior year. Do not report Annual data in columns (e) and (f)

Line No.	Item (a)	Reference Page No. in Annual Report (b)	Total current year to date Balance for Quarter/Year (c)	Total prior year to date Balance for Quarter/Year (d)	Current 3 months ended Quarterly only no 4th Quarter (e)	Prior 3 months ended Quarterly only no 4th Quarter (f)
	ORDINARY ITEMS - Carrier Operating Income					
1	Operating Revenues (600)	301	388,073,268	407,790,067		
2	(Less) Operating Expenses (610)	302-303	180,356,076	169,282,680		
3	Net Carrier Operating Income		207,717,192	238,507,387		
	Other Income and Deductions					
4	Income (Net) from Noncarrier Property (620)	335	(2,491)	135,009		
5	Interest and Dividend Income (From Investment under Cost Only) (630)	336		23,706		
6	Miscellaneous Income (640)	337	5,568			
7	Unusual or Infrequent Items--Credits (645)					
8	(Less) Interest Expense (650)		5,964	2,829,072		
9	(Less) Miscellaneous Income Charges (660)	337	653	346,775		
10	(Less) Unusual or Infrequent Items--Debit (665)					
11	Dividend Income (From Investments under Equity Only)					
12	Undistributed Earnings (Losses)	205				
13	Equity in Earnings (Losses) of Affiliated Companies (Total lines 11 and 12)					
14	TOTAL Other Income and Deductions (Total lines 4 thru 10 and 13)		(3,540)	(3,017,132)		
15	Ordinary Income before Federal Income Taxes (Line 3 +/- 14)		207,713,652	235,490,255		
16	(Less) Income Taxes on Income from Continuing Operations (670)		116,113	50,706		
17	(Less) Provision for Deferred Taxes (671)	230-231	(3,000)	6,000		
18	Income (Loss) from Continuing Operations (Total lines 15 thru 17)		207,600,539	235,433,549		
	Discontinued Operations					
19	Income (Loss) from Operations of Discontinued Segments (675)*					
20	Gain (Loss) on Disposal of Discontinued Segments (676)*					
21	TOTAL Income (Loss) from Discontinued Operations (Lines 19 and 20)					
22	Income (Loss) before Extraordinary Items (Total lines 18 and 21)		207,600,539	235,433,549		
	EXTRAORDINARY ITEMS AND ACCOUNT CHANGES					
23	Extraordinary Items -- Net -- (Debit) Credit (680)	337				
24	Income Taxes on Extraordinary Items -- Debit (Credit) (695)	337				
25	Provision for Deferred Taxes -- Extraordinary Items (696)	230-231				
26	TOTAL Extraordinary Items (Total lines 23 thru 25)					
27	Cumulative Effect of Changes in Accounting Principles (697)*					
28	TOTAL Extraordinary Items and Accounting Changes -- (Debit) Credit (Line 26 + 27)					
29	Net Income (Loss) (Total lines 22 and 28)		207,600,539	235,433,549		
	* Less applicable income taxes as reported on page 122					

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Statement of Accumulated Comprehensive Income and Hedging Activities

1. Report in columns (b) (c) (d) and (e) the amounts of accumulated other comprehensive income items, on a net-of-tax basis, where appropriate.

2. Report in columns (f) and (g) the amounts of other categories of other cash flow hedges.

3. For each category of hedges that have been accounted for as "fair value hedges," report the accounts affected and the related amounts in a footnote.

Line No.	Item (a)	Unrealized Gains and Losses on available-for-sale securities (b)	Minimum Pension liabililty Adjustment (net amount) (c)	Foreign Currency Hedges (d)	Other Adjustments (e)
1	Balance of Account 219 at Beginning of Preceding Year				
2	Preceding Quarter/Year to Date Reclassifications from Account 219 to Net Income				
3	Preceding Quarter/Year to Date Changes in Fair Value				
4	Total (lines 2 and 3)				
5	Balance of Account 219 at End of Preceding Quarter/Year				
6	Balance of Account 219 at Beginning of Current Year				
7	Current Quarter/Year to Date Reclassifications from Account 219 to Net Income				
8	Current Quarter/Year to Date Changes in Fair Value				
9	Total (lines 7 and 8)				
10	Balance of Account 219 at End of Current Quarter/Year				

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Statement of Accumulated Comprehensive Income and Hedging Activities(continued)

Line No.	Other Cash Flow Hedges [Specify] (f)	Other Cash Flow Hedges [Specify] (g)	Totals for each category of items recorded in Account 77 (h)	Net Income (Carried Forward from Page 114, Line 29) (i)	Total Comprehensive Income (j)
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

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Appropriated Retained Income

Give an analysis of the amount in Account No. 74, Appropriated Retained Income, at the end of the year.

Line No.	Class of Appropriation (a)	Balance at End of Current Year (in Dollars) (b)	Balance at End of Previous Year (in dollars) (c)
1	Additions to Property Through Retained Income		
2	Debt Retained Through Retained Income		
3	Sinking Funds		
4	Other Funds		
5	Appropriated Retained Income Not Specifically Invested		
6	Other Appropriations (Specify)		
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20	**Total**		

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Unappropriated Retained Income Statement

1.) Report items of the Retained Income Accounts of the respondents for the period, classified in accordance with the U.S.of A.
2.) Report on lines 15 and 16 the amount of assigned Federal income tax consequences, Account Nos. 710 and 720.
3.) Report on lines 17 through 20 all amounts applicable to the equity in undistributed earnings (losses) of affiliated companies based on the equity method of accounting.
4.) Line 18 should agree with Line 12, Schedule 114. The total of lines 2, 6, and 18 should agree with line 29, Schedule 114
5.) Include on lines 1 through 12 only amounts applicable to Retained Income exclusive of any amounts included on lines 17 through 20.

Line No.	Item (a)	Reference page no. for Year (b)	Current Quarter/Year (in dollars) (c)	Previous Quarter/Year (in dollars) (d)
	UNAPPROPRIATED RETAINED INCOME			
1	Balances at Beginning of Year		478,103,610	492,156,928
	CREDITS			
2	Net Balance Transferred from Income (700)	114	207,600,539	235,433,549
3	Prior Period Adjustments to Beginning Retained Income (705)			
4	Other Credits to Retained Income (710)*	337		
5	TOTAL (Lines 2 thru 4)		207,600,539	235,433,549
	DEBITS			
6	Net Balance Transferred from Income (700)	114		
7	Other Debits to Retained Income (720)*	337		
8	Appropriations of Retained Income (740)	118		
9	Dividend Appropriations of Retained Income (750)	121	179,977,021	249,486,867
10	TOTAL (lines 6 thru 9)		179,977,021	249,486,867
11	Net Increase (Decrease) During Year (Line 5 minus line 10)		27,623,518	(14,053,318)
12	Balances at End of Year (Lines 1 and 11)		505,727,128	478,103,610
13	Balance from Line 20			
14	TOTAL Unapprop. Retained Inc. and Equity in Undistr. Earnings. (Losses) of Affil. Comp. at End of Year (Lines 12 & 13)		505,727,128	478,103,610
	*Amount of Assigned Federal Income Tax Consequences			
15	Account No. 710			
16	Account No. 720			
	EQUITY IN UNDISTRIBUTED EARNINGS (LOSSES) OF AFFILIATED COMPANIES			
17	Balances at Beginning of Year	204		
18	Net Balance transferred from Income (700)	114		
19	Other Credits (Debits)			
20	Balances at End of Year	205		

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Statement of Cash Flows

(1) Codes to be used: (a) Net Proceeds or Payments; (b) Bonds, debentures and other long-term debt; (c) Include commercial paper; and (d) Identify separately such items as investments, fixed assets, intangibles, etc.

(2) Information about noncash investing and financing activities must be provided on Page 122 Notes to the Financial Statements. Also provide a reconciliation between "Cash and Cash Equivalents at End of Period" with related amounts on the Balance Sheet.

(3) Operating Activities - Other: Include gains and losses pertaining to operating activities only. Gains and losses pertaining to investing and financing activities should be reported in those activities. Show on Page 122 Notes to the Financial Statements the amounts of interest paid (net of amount capitalized) and income taxes paid.

Line No.	Description (See Instructions No. 5 for Explanation of Codes) (a)	Current Quarter/Year Amount (b)	Previous Quarter/Year Amount (c)
1	Cash Flow from Operating Activities:		
2	Net Income	207,600,539	235,433,549
3	Noncash Charges (Credits) to Income:		
4	Depreciation	34,617,402	33,578,568
5	Amortization		
6	Noncarrier Depreciation	77,491	77,491
7			
8	Deferred Income Taxes	(3,000)	6,000
9			
10	Net (Increase) Decrease in Receivables	(43,707,736)	16,660,975
11	Net (Increase) Decrease in Inventory	(589,516)	897,851
12	Net Increase (Decrease) in Payables and Accrued Expenses	(25,821,826)	22,519,593
13			
14	Other:		
15	Net (Increase) Decrease in Other Current Assets	255,865	1,591,596
16	Net (Increase) Decrease in Other Assets	587,347	585,848
17	Net Increase (Decrease) in Other Current Liabilities	9,373,965	(42,703,371)
18	Net Increase (Decrease) in Other Liabilities	80,632	(607,666)
19			
20			
21	Net Cash Provided by (Used in) Operating Activities		
22	(Total of lines 2 thru 20)	182,471,163	268,040,434
23			
24	Cash Flows from Investment Activities:		
25	Construction and Acquisition of Plant (including land):		
26	Gross Additions to Carrier Property:	(2,447,642)	(18,917,773)
27	Gross Additions to Noncarrier Property		
28	Other:		
29			
30	Transfer of Property to Affiliated Company		
31	Dispositions and Retirements of Property		
32	Adjustments to PP&E	(74,047)	
33			
34	Cash Outflows for Plant (Total of lines 26 thru 33)	(2,521,689)	(18,917,773)
35			
36	Acquisition of Other Noncurrent Assets (d)		
37	Proceeds from Disposal of Noncurrent Assets (d)	27,547	
38	Net Salvage		(213,398)
39	Investments in and Advances to Assoc. and Subsidiary Companies		
40	Contributors and Advances from Assoc. and Subsidiary Companies		
41	Disposition of Investments in (and Advances to)		
42	Associated and Subsidiary Companies		
43			
44	Purchase of Investment Securities (a)		
45	Proceeds from Sales of Investment Securities (a)		

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Statement of Cash Flows (continued)

(4) Investing Activities: Include at Other net cash outflow to acquire other companies. Providea reconciliation of assets acquired with liabilities assumed on Page 122 Notes to the Financial Statements. Do not include on this statement the dollar amount of leases capitalized; instead provide a reconciliation of the dollar amount of leases capitalized with the plant cost.
(5) Under "Other" specify significant amounts and group others.
(6) Enter on Page 122 clarifications and explanations.

Line No.	Description (See Instructions No. 5 for Explanation of Codes) (a)	Current Quarter/Year Amount (b)	Previous Quarter/Year Amount (c)
46	Loans Made or Purchased		
47	Collections on Loans		
48			
49	Net (Increase) Decrease in Receivables		
50	Net (Increase) Decrease in Inventory		
51	Net Increase (Decrease) in Payables and Accrued Expenses		
52	Other:		
53			
54			
55			
56	Net Cash Provided by (Used in) Investing Activities		
57	(Total of Lines 34 thru 55)	(2,494,142)	(19,131,171)
58			
59	Cash Flows from Financing Activities:		
60	Proceeds from Issuance of:		
61	Long-Term Debt (b)		
62	Capital Stock		
63	Other:		
64	Contributions from parent		
65			
66	Net Increase in Short-Term Debt (c)		
67	Other:		
68			
69			
70	Cash Provided by Outside Sources (Total of lines 61 thru 69)		
71			
72	Payment for Retirement of:		
73	Long-term Debt (b)		
74	Capital Stock		
75	Other:		
76	Contributions from parent		
77			
78	Net Decrease in Short-Term Debt (c)		
79	Distributions to owner	(179,977,021)	(249,486,867)
80	Dividends on Capital Stock		
81	Other:		
82	Net Cash Provided by (Used in) Financing Activities		
83	(Total of lines 70 thru 81)	(179,977,021)	(249,486,867)
84			
85	Net Increase (Decrease) in Cash and Cash Equivalents		
86	(Total of Lines 22, 57, and 83)		(577,604)
87			
88	Cash and Cash Equivalents at Beginning of Year		577,604
89			
90	Cash and Cash Equivalents at End of Year		

Notes to Financial Statements

Quarterly Notes

(1) Respondent must provide in the notes sufficient disclosures so as to make the interim information not misleading. Disclosures which would substantially duplicate the disclosures contained in the most recent FERC Annual Report may be omitted.

(2) Disclosures shall be provided where events subsequent to the end of the most recent year have occurred which have a material effect on the respondent. Respondent must include in the notes significant changes since the most recently completed year in such items as: accounting principles and practices; estimates inherent in the preparation of the financial statements; status of long-term contracts; capitalization including significant new borrowings or modifications of existing financing agreements; and changes resulting from business combinations or dispositions. However where material contingencies exist, the disclosure of such matters shall be provided even though a significant change since year end may not have occurred.

(3) Finally, if the notes to the financial statements relating to the respondent appearing in the annual report to the stockholders are applicable and furnish the data required by the above instructions, such notes may be included herein.

Annual Notes

(1) Use the space below for important notes regarding the Balance Sheet, Statement of Income for the year, Statement of Retained Earnings for the year, and Statement of Cash Flows, or any account therefor. Classify the notes according to each basic statement, providing a subheading for each statement, except where a note is applicable to more than one statement.
(2) Furnish details as to any significant commitments or contingent assets or liabilities existing at end of year, including a brief explanation of any action initiated by the Internal Revenue Service involving possible assessments of additional income taxes of a material amount, or of a claim for refund of income taxes of a material amount initiated by the respondent. State whether such commitments or contingencies will have a material adverse effect upon the financial position or results of operations of the respondent.
(3) Furnish details on the accounting for the respondent's pensions and postretirement benefits and explain any changes in the method of accounting for them. Include in the details a concise breakdown of the effects of the various components on income for the year, funding for the plans and accumulated obligations at year end.
(4) Provide an explanation of any significant changes in operations during the year. Give the financial statement effects of acquiring oil pipelines by purchase or merger or by participating in joint ventures or similar activities.
(5) Furnish details on the respondent's accounting for income taxes and provide an explanation of any changes in the methods of accounting for income taxes and give the financial statement effects resulting from these changes.
(6) Provide an explanation of any significant rate or other regulatory matters involving the respondent during the year and give the effects, if any, on the respondent's financial statements.

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Name of Respondent	This Report is:	Date of Report (Mo, Da, Yr)	Year of Report
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Notes to Financial Statements (continued)

The Company

Mid-America Pipeline Company, LLC (Mid-America) is a Delaware limited liability company and a wholly-owned subsidiary of Mapletree, LLC also a Delaware limited liability company. Mapletree, LLC is a wholly-owned subsidiary of Enterprise Products Operating LLC (EPOLLC), a Texas limited liability company. EPOLLC is the operator of Mid-America.

Description of the Property

Mid-America is a natural gas liquids (NGL) pipeline system that is approximately 7,800 miles in length. It consists of three primary systems: the 2,800 mile Rocky Mountain System, the 2,800 mile Northern system and the 2,200 mile Central System.

Mid-America's operations cover thirteen states: Wyoming, Utah, Colorado, New Mexico, Texas, Oklahoma, Kansas, Missouri, Nebraska, Iowa, Illinois, Minnesota and Wisconsin. The Rocky Mountain System transports mixed natural gas liquids from the Rocky Mountain Overthrust and San Juan Basin areas to the Hobbs hub, located on the Texas New Mexico border. The Northern system links the NGL hub at Conway, Kansas to refineries, petrochemical plants and propane markets in the upper Midwest. The Central System connects the Conway hub with Kansas refineries and transports NGLs between Conway, Kansas and the Hobbs hub.

Revenue Recognition

Mid-America's revenues are primarily derived from transportation of natural gas liquids under intrastate and interstate tariffs. The tariffs specify the amounts to be paid by shippers for service between receipt and delivery locations and the general terms and conditions of transportation services on the pipeline system.

Employees

Mid-America has no employees of its own. All operations, management and administrative functions are performed by employees of Enterprise Products Company.

Income Taxes

Mid-America is a limited liability company that passes income tax liability through the company to the unitholders and, with the exception of the Revised Texas Franchise Tax, does not recognize this liability on Mid-America's financial statements. For purposes of calculating the income tax expense and liability for the annual cost of service (shown on page 700 of the Annual Report), Mid-America employs FERC's Policy Statement on Income Tax Allowances.

Rate Cases

Since 2005, Mid-America has been involved in a rate case before the FERC in Docket Nos. IS05-216-000, *et al.*, which primarily concerned Mid-America's Northern System rates. On October 23, 2009, FERC approved a settlement agreement between Mid-America and the primary parties protesting the Northern System rates, which resolved all matters involving Mid-America's Northern System at issue in Docket Nos. IS05-216-000, IS06-238-000 and IS09-364-000. Pursuant to the settlement agreement, Mid-America filed new Northern System propane rates effective January 1, 2010. On January 31, 2010, Mid-America paid refunds to

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Notes to Financial Statements (continued)

propane shippers for shipments made between the period May 1, 2005 and December 31, 2009. On March 2, 2010, Mid-America filed a refund report with FERC describing the refunds paid. FERC accepted the refund report on July 22, 2010.

The offer of settlement did not cover the protest in Docket No. IS06-520-000 with respect to certain rates on Mid-America's Rocky Mountain System. On February 18, 2010, FERC ruled on the Initial Decision regarding the Rocky Mountain System rates. On March 22, 2010, Mid-America filed a compliance filing calculating rates consistent with that order. As shown in the compliance filing, FERC's order will require Mid-America to lower certain of its existing Rocky Mountain System/Seminole Pipeline Company joint rates. Mid-America's compliance filing was protested by Williams Energy Services, LLC and Williams NGL Marketing, LLC. FERC has yet to rule on the protest and Mid-America is unable to predict the outcome of that litigation.

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Receivables from Affiliated Companies

1.) Give particulars (details) of the various affiliated company debtors and the character of the transactions involved in the current asset Account No. 13, Receivables from Affiliated Companies.
2.) In column (a), list every item amounting to $500,000 or more. For debtors whose balances were less than $500,000, a single entry may be made under a caption "Minor accounts, less than $500,000."

Line No.	Name of Debtor (a)	Description of Assets or of Transaction (b)	Balance at End of Year (in dollars) (c)
1	Enterprise Products Operating	Intercompany activity	29,840,334
2	LLC		
3			
4	Seminole Pipeline Company	Intercompany activity	7,321,086
5			
6	Minor accounts less than	Intercompany activity	26,107
7	$500,000		
8			
9			
10			
11			
12			
13			
14			
15			
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18			
19			
20			
21			
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36			
37			
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48			
49		**Total**	37,187,527

GENERAL INSTRUCTIONS CONCERNING SCHEDULES 202 THRU 205

1.) In Schedules 202 thru 205, give particulars (details) of stocks, bonds, notes, advances, and miscellaneous securities of affiliated and nonaffiliated companies held by respondent at end of year specifically as investments; investments made or disposed of during the year; and dividends and interest credited to income. Exclude securities issued or assumed by respondent.

2.) Classify the investments in the following order by accounts. Show a total for each group.

(A) Stocks
(B) Bonds (Including U.S. Government Bonds)
(C) Other Secured Obligations
(D) Unsecured Notes
(E) Investment Advances

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Investments in Affiliated Companies

1.) Give particulars (details) of investments included in Account Nos. 20, Investments in Affiliated Companies and 22, Sinking and Other Funds.
2.) Refer to the General Instructions on page 201. Be sure to follow the classification of Investments. Give totals for each class and for each subclass, and a grand total for each account.
3.) Indicate in footnotes the obligation in support of which any security is pledged, mortgaged, or otherwise encumbered, giving names and other important particulars (details) of such obligations.
4.) Enter in column (c) date of maturity of bonds and other evidences of indebtedness. In case obligations of the same designation mature serially, the date in column (c) may be reported as "Serially 19 to 19 ". In making entries in this column, abbreviations in common use in standard financial publications may be used where necessary due to limited space.

Line No.	Account No. (a)	Class No. (From 201) (b)	Name of Issuing Comapny and Description of Security Held, Also Lien Reference, If Any (c)	Extent of Control (In percent) (d)
1			None.	
2				
3				
4				
5				
6				
7				
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43				

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Investments in Affiliated Companies (continued)

5.) If any of the companies included in this schedule are controlled by respondent, give the percent of control in column (d). In case any company listed is controlled other than through actual ownership of securities, give particulars (details) in a footnote. In cases of joint control, give in a footnote names of other parties and particulars (details) of control.
6.) If any advances are pledged, give particulars (details) in a footnote.
7.) Give particulars (details) of investments made, disposed of, or written down during the year in columns (f), (g) and (h). If the cost of any investment made during the year differs from the book value reported in column (f), explain the matter in a footnote. "Cost" means the consideration given minus accrued interest or dividends included therein. If the consideration given or received for such investments was other than cash, describe the transaction in a footnote.
8.) Do not include in this schedule issued securities or assumed by respondent.

Line No.	Total Book Value of Investments At End of Year (in dollars) (e)	Book Value of Investments of During Year (in dollars) (f)	INVST. DISP. WRITTEN Book Value (g)	INVST. DISP. WRITTEN Selling Price (h)	DIVIDENDS OR INTEREST Rate (in percent) (i)	DIVIDENDS OR INTEREST Amount Credited to Income (in dollars)
1						
2						
3						
4						
5						
6						
7						
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11						
12						
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16						
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Invest in Com Stocks of Affiliated Co / Co Controlled Directly by Resp other than through Title to Securities

1.) Report below the particulars (details) of all investments in common stocks included in Account No. 20, Investments in Affiliated Companies, which qualify for the equity method under instruction 2-2 in the U.S. of A.

2.) Enter in column (c) the amount necessary to retroactively adjust those investments qualifying for the equity method of accounting in accordance with instruction 2-2 (c) (11) of the U.S. of A.

Line No.	Name of Issuing Company and Description of Security Held (a)	Balance at Beginning of Year (in dollars) (b)
	Carriers (List specifics for each company)	0
1	None.	0
2		0
3		0
4		0
5		0
6		0
7		0
8		0
9		0
10		0
11		0
12		0
13	TOTAL	0
14	Noncarriers (Show totals only for each column)	0
15	TOTAL	0

COMPANIES CONTROLLED DIRECTLY BY RESPONDENT OTHER THAN THROUGH TITLE TO SECURITIES

Line No.	Name of Company Controlled (a)	Sole or Joint (b)
1	None.	
2		
3		
4		
5		
6		
7		
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11		
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24		

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Invest in Com Stocks of Affiliated Co / Co Controlled Directly by Resp other than through Title to Securities

3.) Enter in column (d) the share of undistributed earnings (i.e., less dividends) or losses.
4.) Enter in column (e) the amortization for the year of the excess of cost over equity in net assets (equity over cost) at date of acquisition. See instruction 2-2 (c) (4) of the U.S. of A.
5). The cumulative total of column (g) must agree with column (c), line 19, Schedule 110.

Line No.	Adjustment for Investments Qualifying for Equity Method (in dollars) (c)	Equity in Undistributed Earnings (Losses during year in dollars) (d)	Amortization During Year (in dollars) (e)	Adjustment for Investments Disposed of or Written Down During Year (in dollars) (f)	Balance at End of Year (in dollars) (g)
	0	0	0	0	0
1	0	0	0	0	0
2	0	0	0	0	0
3	0	0	0	0	0
4	0	0	0	0	0
5	0	0	0	0	0
6	0	0	0	0	0
7	0	0	0	0	0
8	0	0	0	0	0
9	0	0	0	0	0
10	0	0	0	0	0
11	0	0	0	0	0
12	0	0	0	0	0
13	0	0	0	0	0
14	0	0	0	0	0
15	0	0	0	0	0

COMPANIES CONTROLLED DIRECTLY BY RESPONDENT OTHER THAN THROUGH TITLE TO SECURITIES (Continued)

Line No.	DESCRIP. OF CONTROL Other Parties, if Any, to Joint Agreement for Control (c)	DESC OF CONTROL How Established (d)	DESC OF CONTROL Extent of Control (In percent) (e)	Remarks (f)
1	None.		0.00	
2			0.00	
3			0.00	
4			0.00	
5			0.00	
6			0.00	
7			0.00	
8			0.00	
9			0.00	
10			0.00	
11			0.00	
12			0.00	
13			0.00	
14			0.00	
15			0.00	
16			0.00	
17			0.00	
18			0.00	
19			0.00	
20			0.00	
21			0.00	
22			0.00	
23			0.00	
24			0.00	

INSTRUCTIONS FOR SCHEDULES 212-213

1.) Give an analysis of changes during the year in Account No. 30, *Carrier Property*, by carrier property accounts, excluding investments in undivided joint interest property reported on pages 214 and 215. The total carrier property reported on page 213 (column i, line 44) and the total undivided joint interest property reported on all pages 215 (column i, line 44) should represent all carrier property owned by the reporting entity at year end.

2.) Enter in column (c) the cost of newly constructed property, additions, and improvements made to existing property. Include amounts distributed to carrier property accounts during the year which were previously charged to Account No. 187, *Construction Work in Progress*. In column (d) enter expenditures for existing pipeline property purchased or otherwise acquired. Enter in column (e) property sold, abandoned, or otherwise retired during the year. This will generally be a positive number, so that the calculation in column (f) works properly.

3.) If pipeline operating property was acquired from or sold to some other company during the year, footnote the acquisition or sale if it exceeded $250,000. Include the following in the footnote: the name of the company the property was acquired from or sold to, the mileage acquired or sold, and the date of acquisition or sale. Include termini, the original cost of property acquired from an affiliate or other common carrier (see Instruction 3-1, Property acquired, Instructions for Carrier Property Accounts in Uniform System of Accounts), and the cost of the property to the respondent. Also give the amount debited or credited to each company account representing such property acquired or disposed of.

4.) Enter in column (g) for each account the net of all other accounting adjustments, transfers, and clearances applicable to prior years' accounting.

5.) Explain fully each adjustment, clearance, or transfer in excess of $500,000 in a footnote. Explain transfers to or from Account No. 34, *Noncarrier Property*, in Schedule 219.

6.) Indicate in parenthesis any entry in columns (f), (g), or (h) which represents an excess of credits over debits.

INSTRUCTIONS FOR SCHEDULES 214-215

1.) Give an analysis of changes during the year in Account No. 30, *Carrier Property*, by carrier property accounts, for investments in undivided joint interest property. The respondent will only report its portion of the carrier property of any undivided joint interest pipeline in which it has an interest. If the respondent owns an interest in multiple undivided joint interest pipelines, prepare and submit a separate schedule 214-215 for each undivided joint interest pipeline in which it has an interest. If multiple schedules 214-215 are submitted, number all schedules subsequent to the first with a number and letter page designator (For example ... 214, 215; 214a, 215a; 214b, 215b; etc...).

2.) Enter in column (c) the cost of newly constructed property, additions, and improvements made to existing property. Include amounts distributed to carrier property accounts during the year which were previously charged to Account No. 187, *Construction Work in Progress*. In column (d) enter expenditures for existing pipeline property purchased or otherwise acquired. Enter in column (e) property sold, abandoned, or otherwise retired during the year. This will generally be a positive number so that the calculation in column (f) works properly.

3.) If pipeline operating property was acquired from or sold to some other company during the year, footnote the acquisition or sale if it exceeded $250,000. Include the following in the footnote: the name of the company the property was acquired from or sold to, the mileage acquired or sold, and the date of acquisition or sale. Include termini, the original cost of property acquired from an affiliate or other common carrier (see Instruction 3-1, Property acquired, Instructions for Carrier Property Accounts in Uniform System of Accounts), and the cost of the property to the respondent. Also give the amount debited or credited to each company account representing such property acquired or disposed of.

4.) Enter in column (g) for each account the net of all other accounting adjustments, transfers, and clearances applicable to prior years' accounting.

5.) Explain fully each adjustment, clearance, or transfer in excess of $500,000 in a footnote. Explain transfers to or from Account No. 34, *Noncarrier Property*, in Schedule 219.

6.) Indicate in parenthesis any entry in columns (f), (g), or (h) which represents an excess of credits over debits.

INSTRUCTIONS FOR SCHEDULES 216-217

1.) On schedule 216, give an analysis of changes during the year in Account No. 31, *Accrued Depreciation - Carrier Property*, by carrier property accounts, excluding depreciation on undivided joint interest property reported on page 217.

On schedule 217, give an analysis of changes during the year in Account No. 31, *Accrued Depreciation - Carrier Property*, by carrier property accounts for property owned as part of an undivided joint interest pipeline. If the respondent owns an interest in multiple undivided joint interest pipelines, prepare and submit a separate schedule 217 for each undivided joint interest pipeline in which it has an interest. If multiple schedules 217 are submitted, number all schedules subsequent to the first with a number and letter page designator (For example ... 217, 217a, 217b, etc...).

2.) In column (c), enter debits by carrier property account to Account No. 540, *Depreciation and Amortization*, and 541, *Depreciation Expense for Asset Retirement Costs*, during the year.

3.) In column (d), enter all debits to Account No. 31, *Accrued Depreciation - Carrier Property*, during the year resulting from the retirement of carrier property.

4.) In column (e), enter the net of any other debits and credits made to Account No. 31, *Accrued Depreciation - Carrier Property*, during the year.

5.) If composite annual depreciation rates are prescribed, enter those in effect at the end of the year in column (g). If component rates are prescribed, the composite rates entered in column (g) should be computed from the charges developed for December by using the prescribed component rates. Whether component or composite rates are prescribed, the entries on lines 16, 32, 39, and 40 of column (g) should be computed from December depreciation charges.

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Carrier Property

Line No.	Account (a)	Balance at Beginning of Year (in dollars) (b)	PROP CHNGS DUR YR Expenditures for New Construction, Additions, and Improvements	PROP CHNGS DUR YR Expenditures for Existing Property Purchased or Otherwise Acquired (d)
	GATHERING LINES			
1	Land (101)			
2	Right of Way (102)			
3	Line Pipe (103)			
4	Line Pipe Fittings (104)			
5	Pipeline Construction (105)			
6	Buildings (106)			
7	Boilers (107)			
8	Pumping Equipments (108)			
9	Machine Tools and Machinery (109)			
10	Other Station Equipment (110)			
11	Oil Tanks (111)			
12	Delivery Facilities (112)			
13	Communication systems (113)			
14	Office Furniture and Equipment (114)			
15	Vehicles and Other Work Equipment (115)			
16	Other Property (116)			
17	Asset Retirement Costs for Gathering Lines (117)			
18	TOTAL (Lines 1 thru 17)			
	TRUNK LINES			
19	Land (151)	1,118,694		
20	Right of Way (152)	33,929,201	60,000	
21	Line Pipe (153)	502,293,360	3,573,296	
22	Line Pipe Fittings (154)	62,949,049	556,746	
23	Pipeline Construction (155)	435,618,829	14,444,503	
24	Buildings (156)	11,648,303	298,329	
25	Boilers (157)			
26	Pumping Equipment (158)	70,854,439	1,183,910	
27	Machine Tools and Machinery (159)			
28	Other Station Equipment (160)	119,203,852	3,534,830	
29	Oil Tanks (161)	8,417,098	33,767	
30	Delivery Facilities (162)	12,152,740		
31	Communication Systems (163)	3,400,030	77,239	
32	Office Furniture and Equipment (164)	35,135,688	300,000	
33	Vehicles and Other Work Equipment (165)	16,583,333	1,818,608	
34	Other Property (166)	29,155,751		
35	Asset Retirement Costs for Trunk Lines (167)	18,339		
36	TOTAL (Lines 19 thru 35)	1,342,478,706	25,881,228	
	GENERAL			
37	Land (171)			
38	Buildings (176)			
39	Machine Tools and Machinery (179)			
40	Communication Systems (183)			
41	Office Furniture and Equipment (184)			
42	Vehicles and Other Work Equipment (185)			
43	Other Property (186)			
44	Asset Retirement Costs for General Property (186.1)			
45	Construction Work in Progress (187)	9,263,215	2,779,795	
46	TOTAL (Lines 37 thru 45)	9,263,215	2,779,795	
47	GRAND TOTAL (Lines 18, 36, and 46)	1,351,741,921	28,661,023	

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Carrier Property (continued)

Line No.	PROP CHNGS DUR YR Property Sold, Abandoned, or Otherwise Retired During the Year (e)	PROP CHNGS DUR YR Net (c + d - e) (f)	Other Adjustments, Transfers and Clearnances (in dollars) (g)	Increase or Decrease During the Year (f+/-g) (in dollars) (h)	Balance at End of Year (b +\- h) (in dollars) (i)
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					1,118,694
20		60,000	(539,605)	(479,605)	33,449,596
21		3,573,296	(4,124,537)	(551,241)	501,742,119
22	9,221	547,525	(1,089,207)	(541,682)	62,407,367
23		14,444,503	(14,246,651)	197,852	435,816,681
24		298,329		298,329	11,946,632
25					
26		1,183,910		1,183,910	72,038,349
27					
28	82,234	3,452,596		3,452,596	122,656,448
29		33,767		33,767	8,450,865
30					12,152,740
31		77,239		77,239	3,477,269
32		300,000		300,000	35,435,688
33	263,137	1,555,471	(332,154)	1,223,317	17,806,650
34					29,155,751
35					18,339
36	354,592	25,526,636	(20,332,154)	5,194,482	1,347,673,188
37					
38					
39					
40					
41					
42					
43					
44					
45		2,779,795	(5,881,227)	(3,101,432)	6,161,783
46		2,779,795	(5,881,227)	(3,101,432)	6,161,783
47	354,592	28,306,431	(26,213,381)	2,093,050	1,353,834,971

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Undivided Joint Interest Property

Name of Undivided Joint Interest Pipeline:

Line No.	Account (a)	Balance at Beginning of Year (in dollars) (b)	Property Change During Year (in dollars) Expenditures for New Construction, Additions, and Improvements (c)	Property Change During Year (in dollars) Expenditures for Existing Property Purchased or Otherwise Acquired (d)
	GATHERING LINES			
1	Land (101)			
2	Right of Way (102)			
3	Line Pipe (103)			
4	Line Pipe Fittings (104)			
5	Pipeline Construction (105)			
6	Buildings (106)			
7	Boilers (107)			
8	Pumping Equipment (108)			
9	Machine Tools and Machinery (109)			
10	Other Station Equipment (110)			
11	Oil Tanks (111)			
12	Delivery Facilities (112)			
13	Communication Systems (113)			
14	Office Furniture and Equipment (114)			
15	Vehicles and Other Work Equipment (115)			
16	Other Property (116)			
17	Asset Retirement Costs for Gathering Lines (117)			
18	TOTAL (Lines 1 thru 17)			
	TRUNK LINES			
19	Land (151)			
20	Right of Way (152)			
21	Line Pipe (153)			
22	Line Pipe Fittings (154)			
23	Pipeline Construction (155)			
24	Buildings (156)			
25	Boilers (157)			
26	Pumping Equipment (158)			
27	Machine Tools and Machinery (159)			
28	Other Station Equipment (160)			
29	Oil Tanks (161)			
30	Delivery Facilities (162)			
31	Communication Systems (163)			
32	Office Furniture and Equipment (164)			
33	Vehicles and Other Work Equipment (165)			
34	Other Property (166)			
35	Asset Retirement Costs for Trunk Lines (167)			
36	TOTALS Lines 19 thru 35)			
	GENERAL			
37	Land (171)			
38	Buildings (176)			
39	Machine Tools and Machinery (179)			
40	Communication Systems (183)			
41	Office Furniture and Equipment (184)			
42	Vehicles and Other Work Equipment (185)			
43	Other Property (186)			
44	Asset Retirement Costs for General Property (186.1)			
45	Construction Work in Progress (187)			
46	TOTAL (Lines 37 thru 45)			
47	GRAND TOTAL (Lines 18, 36, and 46)			

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Undivided Joint Interest Property

Line No.	Property Change During Year (in dollars) Property Sold, Abandonded, or Otherwise Retired During the Year (e)	Net (c+d-e) (f)	Other Adjustments, Transfers, and Clearances (in dollars) (g)	Increase or Decrease During the Year (f + g) (in dollars) (h)	Balance at End of Year (b+h) (in dollars) (i)
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Name of Respondent 20110419-8022 FERC PDF (Unofficial) 04/18/2011 Mid-America Pipeline Company, LLC	This Report Is: (1) [X] An Original (2) [ ] A Resubmission	Date of Report (Mo, Da, Yr) / /	Year/Period of Report End of 2010/Q4

Accrued Depreciation - Carrier prop (Exclusive of Depreciation on Undiv. Joint Int. Prop. reported in schedule 217)

Give particulars (details) of the credits and debits to Account No. 31, Accrued Depreciation - Carrier Property, during the year.

Line No.	Account (a)	Balance at Beginning of Year (in dollars) (b)	Debits to Account No. 540 and 541 of U.S. of A. (in dollars) (c)	Net Debit From Retirement of Carrier Property (in dollars) (d)	Other Debits and Credits Net (in dollars) (e)	Balance at End of Year (b + c + d + e) (in dollars) (f)	Annual Composite/ Component Rates (in percent) (g)
	GATHERING LINES						
1	Right of Way (102)						
2	Line Pipe (103)						
3	Line Pipe Fittings (104)						
4	Pipeline Construction (105)						
5	Buildings (106)						
6	Boilers (107)						
7	Pumping Equipment (108)						
8	Machine Tools and Machinery (109)						
9	Other Station Equipment (110)						
10	Oil Tanks (111)						
11	Delivery Facilities (112)						
12	Communication Systems (113)						
13	Office Furniture and Equipment (114)						
14	Vehicles and Other Work Equipment (115)						
15	Other Property (116)						
16	Asset Retirement Costs for Gathering Lines (117)						
17	TOTAL (lines 1 thru 16)						
	TRUNK LINES						
18	Right of Way (152)	15,342,909	1,144,630			16,487,539	2.20
19	Line Pipe (153)	119,655,346	10,366,047			130,021,393	2.05
20	Line Pipe Fittings (154)	15,755,190	1,489,000	(5,769)		17,238,421	2.40
21	Pipeline Construction (155)	171,985,051	11,641,274			183,626,325	2.45
22	Buildings (156)	4,045,610	256,402			4,302,012	2.05
23	Boilers (157)						
24	Pumping Equipment (158)	29,742,789	1,502,488			31,245,277	2.10
25	Machine Tools and Machinery (159)						
26	Other Station Equipment (160)	43,964,359	3,133,367	(46,762)		47,050,964	2.60
27	Oil Tanks (161)	4,137,796	172,607			4,310,403	2.05
28	Delivery Facilities (162)	4,378,168	340,272			4,718,440	2.80
29	Communication Systems (163)	2,631,286	23,123			2,654,409	4.20
30	Office Furniture and Equipment (164)	21,510,865	2,896,026			24,406,891	8.50
31	Vehicles and Other Work Equipment (165)	8,763,318	1,535,836	(286,370)	(62,191)	9,950,593	11.50
32	Other Property (166)	21,688,940	116,089			21,805,029	1.30
33	Asset Retirement Costs for Trunk Lines (167)	9,652	241			9,893	1.32
34	TOTAL (Lines 18 thru 33)	463,611,279	34,617,402	(338,901)	(62,191)	497,827,589	2.63
	GENERAL						
35	Buildings (176)						
36	Machine Tools and Machinery (179)						
37	Communication Systems (183)						
38	Office Furniture and Equipment (184)						
39	Vehicles and Other Work Equipment (185)						
40	Other Property (186)						
41	Asset Retirement Costs for General Property (186.1)						
42	TOTAL (lines 35 thru 41)						
43	GRAND TOTAL (Lines 17, 34, 42)	463,611,279	34,617,402	(338,901)	(62,191)	497,827,589	2.63

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Accrued Depreciation - Undivided Joint Interest Property

Give particulars (details) of the credits and debits to Account No. 31, Accrued Depreciation - Carrier Property, during the year.

Name of Undivided Joint Interest Pipeline:

Line No.	Account (a)	Balance at Beginning of Year (in dollars) (b)	Debits to Account No. 540 and 541 (in dollars) (c)	Net Debit From Retirement of System Property (in dollars) (d)	Other Debits and Credits - Net (in dollars) (e)	Balance at End of Year (b + c+ d + e) (in dollars) (f)	Annual Composit/ Component Rates (in percent) (g)
	GATHERING LINES						
1	Right of Way (102)						
2	Line Pipe (103)						
3	Line Pipe Fittings (104)						
4	Pipeline Construction (105)						
5	Buildings (106)						
6	Boilers (107)						
7	Pumping Equipment (108)						
8	Machine Tools and Machinery (109)						
9	Other Station Equipment (110)						
10	Oil Tanks (111)						
11	Delivery Facilities (112)						
12	Communication Systems (113)						
13	Office Furniture and Equipment (114)						
14	Vehicles and Other Work Equipment (115)						
15	Other Property (116)						
16	Asset Retirement Costs for Gatherling Lines (117)						
17	TOTAL (Lines 1 thru 16)						
	TRUNK LINES						
18	Right of Way (152)						
19	Line Pipe (153)						
20	Line Pipe Fittings (155)						
21	Pipeline Construction (155)						
22	Buildings (156)						
23	Boilers (157)						
24	Pumping Equipment (158)						
25	Machine Tools and Machinery (159)						
26	Other Station Equipment (160)						
27	Oil Tanks (161)						
28	Delivery Facilites (162)						
29	Communication Systems (163)						
30	Office Furniture and Equipment (164)						
31	Vehicles and Other Work Equipment (165)						
32	Other Property (166)						
33	Asset Retirement Costs for Trunk Lines (167)						
34	TOTAL (Lines 18 thru 33)						
	GENERAL						
35	Buildings (176)						
36	Machine Tools and Machinery (179)						
37	Communication Systems (183)						
38	Office Furniture and Equipment (184)						
39	Vehicles and Other Work Equipment (185)						
40	Other Property (186)						
41	Asset Retirement Costs for General Property (186.1)						
42	TOTAL (Lines 35 thru 41)						
43	GRAND TOTAL (Lines 17, 34, 42)						

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Amortization Base and Reserve

1.) Enter in columns (b) thru (e) the cost of pipeline property used as the base in computing amortization charges included in Account 540, Depreciation and Amortization, and Account 541, Depreciation Expense for Asset Retirement Costs, of the accounting company.
2.) Enter in columns (f) thru (i) the balances at the beginning and end of the year and the total credits and debits during the year in Account No. 32, Accrued Amortization -Carrier Property.
3.) The information requested for columns (b) thru (i) may be shown by projects or for totals only.
4.) If reporting by project, briefly describe in a footnote each project amounting to $100,000 or more. Reference the kind of property reported; do not

Line No.	Items (a)	BASE 540 and 541 Balance at Beginning of Year (in dollars) (b)	BASE 540 and 541 Debits During Year (in dollars) (c)	BASE 540 and 541 Credits During Year (in dollars) (d)	BASE 540 and 541 Balance at End of Year (in dollars) (e)
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46					
47	**Total**				

include location. Items less than $100,000 may be combined in a single entry titled Minor Items, Each Less Than $100,000

5.) If the amounts in column (g) do not correspond to the amounts actually charged to Account No. 540 and/or 541, explain such differences in a footnote.

6.) Explain in a footnote adjustments included in column (h) that affect operating expenses.

Line No.	RESERVE Balance at Beginning of Year (in dollars) (f)	RESERVE Credits During Year (in dollars) (g)	RESERVE Debits During Year (in dollars) (h)	RESERVE Balance at End of Year (in dollars) (i)
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Noncarrier Property

1.) Give particulars (details) of all investments of the respondent in physical property includable in Account No. 34, Noncarrier property, in the USofA. In column (a), when describing the property, give the location and other identification with a reasonable amount of detail.

2.) Report each item in excess of $1,000,000. Items less than $1,000,000 may be combined in a single entry titled "Minor items, less than $1,000,000."

3.) If any noncarrier property was disposed of during the year, or by reclassification was transferred to or from the carrier property accounts, give particulars (details) in a footnote.

4.) Summarize the revenues and expenses of operated noncarrier properties on schedule 335.

Line No.	Name and Description of Physical property Held at End of Year as an Investment (a)	Date Included in Account No. 34 (b)	Book Cost at End of Year (in dollars) (c)	Remarks (d)
1	Seventy mile line from Coffeyville, Kansas to Burden,	05/01/1995	3,359,817	
2	Kansas - leased to PostRock MidContinent			
3	Production, LLC, a Delaware limited liability			
4	company			
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46		**Total**	3,359,817	

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Name of Respondent Mid-America Pipeline Company, LLC	This Report Is: (1) [X] An Original (2) [ ] A Resubmission	Date of Report (Mo, Da, Yr) / /	Year/Period of Report End of 2010/Q4

Other Deferred Charges

Give an analysis of the balance in Account No. 44, Other Deferred Charges, at the end of the year, showing in detail each item or subaccount of $500,000 or more. Items less than $500,000 may be combined in a single entry designated Minor Items, Each Less Than $500,000. In case the type of any item is not fully disclosed by the entries in the columns below, explain in a footnote.

Line No.	Description and Type of Items: Names of Debtor (or Class of Debtors), If Any (a)	Amount at End of Year (in dollars) (b)
1	None.	
2		
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50	**Total**	

Name of Respondent	This Report Is:	Date of Report (Mo, Da, Yr)	Year/Period of Report
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Payables to Affiliated Companies

1.) Give particulars (details) on the various affiliated company creditors and provide a description of the transactions involved in the current liability Account No. 51, Payable to Affiliated Companies.

2.) In column (a), list every item amounting to $500,000 or more. For creditors whose balances were less than $500,000, a single entry may be made under a caption "Minor accounts, less than $500,000."

Line No.	Name of Creditor (a)	Description of Liability or of Transaction (b)	Balance at End of Year (in dollars) (c)
1	Enterprise Products Company	Intercompany activity	1,191,449
2			
3	Minor accounts less than $500,000	Intercompany activity	903,634
4			
5			
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49		**Total**	2,095,083

Name of Respondent	This Report Is:	Date of Report (Mo, Da, Yr)	Year/Period of Report
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Long-Term Debt

1.) Give particulars (details) of the various unmatured bonds and other evidence of long-term debt of the respondent included in Account No. 57, Long-Term Debt Payable Within One Year and No. 60, Long-Term Debt Payable After One Year.
2.) In column (a) enter the name of each bond or other obligations as it is designated in the records of the respondent.
3.) In case obligations of the same designation mature serially or otherwise at various dates, enter in column (c) the latest date of maturity and explain the matter in a footnote.
4.) If respondent has had to obtain final authority for the amount of debt to be incurred, provide in a footnote the name of such officer or board and the date when assent was given.

Line No.	Name and Description of Obligation (a)	Nominal Date of Issue (b)	Date of Maturity (c)	TOTAL PAR VALUE In Treasury (d)	TOTAL PAR VALUE Sinking, Other Funds (e)	TOTAL PAR VALUE Pledged as Collateral (f)
	MORTGAGE BONDS					
1	None.					
2						
3						
4						
5						
6						
7						
8						
9						
10						
11	TOTAL for Mortgage Bonds					
	COLLATERAL TRUST BONDS					
12	None.					
13						
14						
15						
16						
17	TOTAL for Collateral Trust Bonds					
	INCOME BONDS					
18	None.					
19						
20						
21	TOTAL for Income Bonds					
	MISCELLANEOUS OBLIGATIONS					
22	None.					
23						
24						
25						
26						
27						
28						
29						
30	TOTAL for Miscellaneous Obligations					
	NONNEGOTIABLE DEBT TO AFFILIATED CO.					
31	None.					
32						
33						
34						
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37						
38						
39						
40	TOTAL for Nonnegotiable Debt to Affil. Co.					
41	GRAND TOTAL (Lines 11, 17, 21, 30 and					

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Long-Term Debt (continued)

5.) Refer to the definitions of "nominally issued," "actually issued," etc.

6.) If interest accrued during the year (as entered in columns (k) and (l)) does not aggregate the total accrual for the year on any security, explain the discrepancy in a footnote. Entries in these columns should include interest accrued on long-term debt reacquired or retired during the year, although no portion of the issue is actually outstanding at the end of the year.

7.) In determining the entries for column (m), do not treat any interest as paid unless the interest is actually paid to the respondent. Do not report deposits of cash with banks and other fiscal agents for the payment of interest coupons as payments of such interest until actually paid to coupon holders or others under such circumstances as to relieve the respondent from further liability.

Line No.	TOTAL PAR VALUE Payable within 1 Yr. (Acc. 57) (g)	TOTAL PAR VALUE Payable After 1 Yr. (acc. 60) (h)	INTR. PROV. Rate Per Annum (in percent) (i)	INTR. PROV. Dates Due (j)	Amount of Interest Accrued During Year Charged to Income (in dollars) (k)	Amount of Int. Charged to Construction or Other Investment Account (in dollars) (l)	Amount of Interest Paid During Year (in dollars) (m)
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Name of Respondent	This Report Is:	Date of Report (Mo, Da, Yr)	Year/Period of Report
20110419-8022 FERC PDF (Unofficial) 04/18/2011 Mid-America Pipeline Company, LLC	(1) [X] An Original (2) [ ] A Resubmission	/ /	End of 2010/Q4

Analysis of Federal Income and Other Taxes Deferred

1.) Listed in column (a) are the current and noncurrent deferred income tax accounts.

2.) Report in column (b) under the current and noncurrent deferred tax holdings the beginning of year balance for each item that causes temporary differences between financial reporting and tax reporting bases of assets and liabilities. Such items should include, but not be limited to, accelerated depreciation and amortization, and tax deferrals of pensions and post retirement benefits. Other items which cause such a difference should be listed under, Other, including State and other taxes deferred if computed separately. Minor items each less than $100,000 may be combined in a single entry under Other.

3.) Report in column (c) for the current deferred tax category the net change in Account Nos. 19.5, Deferred Income Tax Assets and 59, Deferred Income Tax Liabilities and for the noncurrent accumulated deferred tax category the net change in Account Nos. 45, Accumulated Deferred Income Tax Assets and 64, Accumulated Deferred Income Tax Liabilities for the current year temporary differences.

4.) The total of net credits (debits) for the current year in column (c) should agree with the contra debits (credits) to Account No. 671, Provision for Deferred Taxes, and Account No. 696, Provision for Deferred Taxes-Extraordinary Items, for the current reporting year.

5.) Report in column (d) any adjustments, as appropriate, including adjustments to eliminate or reinstate deferred tax effects (credits or debits) due to applying or recognizing a loss carryforward or a loss carry-back. Explain the adjustments in the space at the end of this schedule.

6.) Report in column (e) for the current and noncurrent deferred tax categories the cumulative totals of columns (b), (c), and (d). The total of column (e) for the current deferred tax category must be the same as the balance in Account Nos. 19.5 or 59 and the total of column (e) for the noncurrent accumulated deferred tax category must be the same as the balance in Account Nos. 45 or 64 as reported in the Comparative Balance Sheet Statement.

Line No.	Items Causing Temporary Differences (a)	Beginning of Year Balance (in dollars) (b)	Net Charge for the Current Year (in dollars) (c)	Adjustments (in dollars) (d)	End of Year Balance (b + c + d) (in dollars) (e)
	Current Deferred Taxes - Account Nos. 19-5 and 59				
1	Defered Income Tax Assets/Liabilities:				
2	None.				
3					
4					
5					
6	Other (Specify)				
7	None.				
8					
9					
10	TOTALS				
	Noncurrent Deferred Taxes - Account Nos. 45 and 64				
11	Accumulated Defered Income Tax Assets/Liabilities:				
12	None.				
13					
14					
15					
16	Other (Specify)				
17	Texas Margin Tax	1,000	3,000		4,000
18					
19					
20	TOTALS	1,000	3,000		4,000

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Capital Stock (Account 70)

1.) Report below the particulars (details) called for concerning common and preferred stock at end of year, distinguishing separate series of any general class. Show separate totals for common and preferred stock. If information to meet the stock exchange reporting requirement out lined in column (a) is available from the SEC 10-K Report form filing, a specific reference to the report form (i.e. year and company title) may be reported in column (a) provided the fiscal years for both the 10-K report and this report are compatible.
2.) Entries in column (b) should represent the number of shares authorized by the articles of incorporation as amended to end of year.

Line No.	Class and Series of Stock and Name of Stock Exchange (a)	Number of Shares Authorized by Charter (b)	Par or Stated Value Per Share (c)	Call Price at End of Year (d)
1	None.			
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Capital Stock (Account 70)

3.) Give particulars (details) concerning shares of any class and series of stock authorized to be issued by a regulatory commission which have not been issued.
4.) The identification of each class of preferred stock should show the dividend rate and whether the dividends are cumulative or noncumulative.
5.) State in a footnote if any capital stock which has been nominally issued is nominally outstanding at end of year.
6.) Give particulars (details) in column (a) of any nominally issued capital stock, reacquired stock, or stock in sinking and other funds which is pledged, stating name of pledgee and purpose of pledge.

Line No.	OUTS. PER BAL. SHEET Shares (e)	OUTS. PER BAL. SHEET Amount (f)	HELD BY RESP. AS TREAS. STOCK Shares (g)	HELD BY RESP. AS TREAS. STOCK Amount (h)	HELD BY RESP. IN SINK AND OTH FUNDS Shares (i)	HELD BY RESP. IN SINK AND OTH. FUNDS Amount (j)
1						
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Name of Respondent 20110419-8022 FERC PDF (Unofficial) 04/18/2011 Mid-America Pipeline Company, LLC	This Report Is: (1) [X] An Original (2) [ ] A Resubmission	Date of Report (Mo, Da, Yr) / /	Year/Period of Report End of 2010/Q4

Capital Stock Changes During the Year

1.) Give particulars (detail) of stock actually or nominally issued (either original issues or reissues) and of stocks reacquired or canceled during the year. For nominally issued stock, show returns in columns (a), (b), and (d) only.
2.) In column (c) state whether issued for construction of new properties, for additions and betterments, for purchase of pipeline or other property, for conversion, for acquisition of securities, for reorganization, or for other corporate purposes. If an issue, of securities was authorized for more than

Line No.	Class of Stock (a)	STOCKS ISS. DUR YR Date of Issue (Mo, Da, Yr) (b)	STOCKS ISS. DUR YR Purpose of the Issue, Authority, and Number and Date of Authorization (c)	STOCKS ISS. DUR YR Number of Shares (d)	STOCKS ISS. DUR YR Net Proceeds Received for Issue (Cash or its Equivalent) (in dollars) (e)
1	None.		None.		
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Name of Respondent 20110419-8022 FERC PDF (Unofficial) 4/18/2011 Mid-America Pipeline Company, LLC	This Report Is: (1) [X] An Original (2) [ ] A Resubmission	Date of Report (Mo, Da, Yr) / /	Year/Period of Report End of 2010/Q4

Capital Stock Changes During the Year (continued)

one purpose, state in a footnote amount applicable to each purpose. Also give the number and date of the authorization by the public authority under whose control such issue was made, naming such authority.
3.) In column (e) include as cash all money, checks, drafts, bills of exchange, and other commercial paper payable as par on demand.

Line No.	STOCKS ISS. DUR YR Cash Value of Other Property Acquired or Services Received as Consideration for Issue (in dollars) (f)	STOCKS ISS. DUR YR Net Total Discounts or Premiums (Exclude entries in column (h); enter premiums in parentheses) (in dollars) (g)	STOCKS ISS. DUR YR Expense of Issuing Capital Stock (in dollars) (h)	STOCKS REACQ. DUR YR Number of Shares (i)	STOCKS REACQ. DUR YR Purchase Price (in dollars) (j)	Remarks (k)
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Additional Paid-in Capital

Give an analysis of Account 73, Additional Paid-In Capital. In column (a) give a brief description of the items added or deducted and in column (b) insert the contra account number to which the amount stated in column (c) was charged or credited.

Line No.	Item (a)	Contra Account Number (b)	Amount (in dollars) (c)
1	Balance at Beginning of Year		407,378,094
2	Additions During the Year (Describe):		
3			
4			
5			
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10			
11	TOTAL Additions During the Year		
12	Deductions During the Year (Describe):		
13			
14			
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20			
21			
22			
23	TOTAL Deductions		
24	Balance at End of Year (TOTAL Lines 1 and 11 less		407,378,094

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Operating Revenues

Report the respondent's pipeline operating revenues year to date, classified in accordance with the Uniform System of Accounts.

Line No.	Account (a)	Crude Oil Current Year to Date Quarter (b)	Products Current Year to Date Quarter (c)	Total Year to Date Quarter (b)+(c) (d)
1	(200) Gathering Revenues			
2	(210) Trunk Revenues		365,326,482	365,326,482
3	(220) Delivery Revenues			
4	(230) Allowance Oil Revenues			
5	(240) Storage and Demurrage Revenue		8,393,229	8,393,229
6	(250) Rental Revenue		11,456,045	11,456,045
7	(260)Incidental Revenue		2,897,512	2,897,512
8	TOTAL (lines 1 through 7)		388,073,268	388,073,268

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Mid-America Pipeline Company, LLC	(1) [X] An Original (2) [ ] A Resubmission	/ /	End of 2010/Q4

Operating Revenue Accounts (Account 600)

1.) Report the respondent's pipeline operating revenues for the year, classified in accordance with the USofA.

2.) For Account Nos. 200, 210, and 220, indicate the revenues derived from the interstate transportation of oil and the revenues derived from the intrastate transportation of oil. The sum of the two revenue figures should equal the total revenues in Account Nos. 200, 210, and 220.

Line No.	Operating Revenue Accounts (a)	Crude Oil Previous Year (in dollars) (b)	Crude Oil Current Year (in dollars) (c)	Products Previous Year (in dollars) (d)	Products Current Year (in dollars) (e)	Total Previous Year (in dollars b + d) (f)	Total Current Year (in dollars c + e) (g)
1	Gathering Revenues (200)						
2	Trunk Revenues (210)			381,646,310	365,326,482	381,646,310	365,326,482
3	Delivery Revenues (220)						
4	Allowance Oil Revenue (230)						
5	Storage and Demurrage Revenue			10,715,676	8,393,229	10,715,676	8,393,229
6	Rental Revenue (250)			12,016,092	11,456,045	12,016,092	11,456,045
7	Incidental Revenue (260)			3,411,989	2,897,512	3,411,989	2,897,512
8	TOTAL			407,790,067	388,073,268	407,790,067	388,073,268

Line No.	Account (a)	Interstate Previous Year (b)	Interstate Current Year (c)	Intrastate Previous Year (d)	Intrastate Current Year (e)	Total Previous Year (in dollars b + d) (f)	Total Current Year (in dollars c + e) (g)
1	Gathering Revenues (200)						
2	Trunk Revenues (210)	327,692,501	309,954,015	53,953,809	55,372,467	381,646,310	365,326,482
3	Delivery Revenues (220)						
4	TOTAL	327,692,501	309,954,015	53,953,809	55,372,467	381,646,310	365,326,482

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Operating Expense Accounts (Account 610)

State the pipeline operating expenses of the respondent for the year, classifying them in accordance with the U. S. of A.

Line No.	Operating Expenses Accounts (a)	CRUDE OIL Gathering Year to Date (b)	CRUDE OIL Trunk Year to Date (c)	CRUDE OIL Delivery Year to Date (d)	CRUDE OIL Total Year to Date (b + c + d) (e)
	OPERATIONS and MAINTENANCE				
1	Salaries and Wages (300)				
2	Materials and Supplies (310)				
3	Outside Services (320)				
4	Operating Fuel and Power (330)				
5	Oil Losses and Shortages (340)				
6	Rentals (350)				
7	Other Expenses (390)				
8	TOTAL Operations and Maintenance Expenses				
	GENERAL				
9	Salaries and Wages (500)				
10	Materials and Supplies (510)				
11	Outside Services (520)				
12	Rentals (530)				
13	Depreciation and Amortization (540)				
14	Depreciation Expense for Asset Retirement Costs				
15	Employee Benefits (550)				
16	Insurance (560)				
17	Casualty and Other Losses (570)				
18	Pipeline Taxes (580)				
19	Other Expenses (590)				
20	Accretion Expense (591)				
21	Gains or losses on Asset Retirement Obligations				
22	TOTAL General Expenses				
23	GRAND TOTALS				

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Line No.	Operating Expenses Accounts (a)	PRODUCTS (in dollars) Trunk Year to Date (f)	PRODUCTS (in dollars) delivery Year to Date (g)	PRODUCTS (in dollars) Total Year to Date (f + g) (h)	Grand Total Year to Date (e + h) (i)
	OPERATIONS and MAINTENANCE				
1	Salaries and Wages (300)	16,586,926		16,586,926	16,586,926
2	Materials and Supplies (310)	4,997,495		4,997,495	4,997,495
3	Outside Services (320)	28,636,658		28,636,658	28,636,658
4	Operating Fuel and Power (330)	43,513,497		43,513,497	43,513,497
5	Oil Losses and Shortages (340)	(5,797,261)		(5,797,261)	(5,797,261)
6	Rentals (350)	14,704,148		14,704,148	14,704,148
7	Other Expenses (390)	1,146,660		1,146,660	1,146,660
8	TOTAL Operations and Maintenance Expenses	103,788,123		103,788,123	103,788,123
	GENERAL				
9	Salaries and Wages (500)	5,159,767		5,159,767	5,159,767
10	Materials and Supplies (510)	539,884		539,884	539,884
11	Outside Services (520)	3,784,772		3,784,772	3,784,772
12	Rentals (530)	549,274		549,274	549,274
13	Depreciation and Amortization (540)	34,617,161		34,617,161	34,617,161
14	Depreciation Expense for Asset Retirement Costs	241		241	241
15	Employee Benefits (550)	8,426,854		8,426,854	8,426,854
16	Insurance (560)	2,039,857		2,039,857	2,039,857
17	Casualty and Other Losses (570)	3,398,141		3,398,141	3,398,141
18	Pipeline Taxes (580)	13,214,002		13,214,002	13,214,002
19	Other Expenses (590)	4,816,037		4,816,037	4,816,037
20	Accretion Expense (591)	21,963		21,963	21,963
21	Gains or losses on Asset Retirement Obligations				
22	TOTAL General Expenses	76,567,953		76,567,953	76,567,953
23	GRAND TOTALS	180,356,076		180,356,076	180,356,076

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Pipeline Taxes (Other than Income Taxes)

1.) Give the particulars (details) on the taxes accrued in carrier properties and charged to Account No. 580, Pipeline Taxes, of the respondent's income Account for the year.
2.) If during the year an important adjustment was made in Account 580 for taxes applicable to a prior year, state the full particulars (details) in a footnote.

A. STATE, LOCAL, AND OTHER TAXES

Line No.	Name of State (a)	Amount (in dollars) (b)	Line No.	Name of State (a)	Amount (in dollars) (b)
1	Alabama	0	31	New Mexico	3,041,792
2	Alaska	0	32	New York	0
3	Arizona	0	33	North Carolina	0
4	Arkansas	0	34	North Dakota	0
5	California	0	35	Ohio	0
6	Colorado	563,365	36	Oklahoma	372,902
7	Connecticut	0	37	Oregon	0
8	Delaware	0	38	Pennsylvania	0
9	Florida	0	39	Rhode Island	0
10	Georgia	0	40	South Carolina	0
11	Hawaii	0	41	South Dakota	0
12	Idaho	0	42	Tennessee	0
13	Illinois	7,849	43	Texas	1,087,801
14	Indiana	0	44	Utah	993,288
15	Iowa	727,345	45	Vermont	0
16	Kansas	3,986,291	46	Virginia	0
17	Kentucky	0	47	Washington	0
18	Louisiana	0	48	West Virginia	0
19	Maine	0	49	Wisconsin	18,094
20	Maryland	0	50	Wyoming	360,957
21	Massachusetts	0	51	District of Columbia	0
22	Michigan	0	52	Other (Specify):	0
23	Minnesota	296,444	53		0
24	Mississippi	0	54		0
25	Missouri	568,773	55		0
26	Montana	0	56		0
27	Nebraska	38,822	57		0
28	Nevada	0	58		0
29	New Hampshire	0	59	TOTAL - State, Local and Other Taxes	12,063,723
30	New Jersey	0			0

B. U.S. GOVERNMENT TAXES

Line No.	Kind of Tax (a)	Amount (in dollars) (b)
61	Old-Age Retirement	1,150,279
62	Unemployment Insurance	0
63	Other U.S. Taxes (Specify, Except Income Taxes)	0
64		0
65		0
66		0
67		0
68		0
69		0
70	TOTAL - U.S. Government Taxes	1,150,279
71	**GRAND Total (Account No. 580)**	**13,214,002**

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Income From Noncarrier Property

1.) State the revenues, expenses, and net income of the respondent during the year from each class of noncarrier property provided for in Account No. 620, Income from Noncarrier Property, in the U.S. of A.
2.) If the income relates to only a part of the year, give particulars (details) in a footnote.

Line No.	General Description of Property (a)	Total Revenues (in dollars) (b)	Total Expenses (in dollars) (c)
1	Noncarrier operating income	150,000	
2	Noncarrier depreciation		77,491
3	Ad Valorem Tax		75,000
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50	**Total**	150,000	152,491

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Interest and Dividend Income

Give a detailed analysis of amounts credited to Account No. 630, Interest and Dividend Income, classified in accordance with the U.S. of A.

Line No.	Item (a)	Dividend Income (in dollars) (b)	Interest Income (in dollars) (c)
1	Inc from Securities Invest in Affil Co (From Sched 202-203)		
2	Income from Other Securities Investments		
3	Income from Temporary Cash Investments		
4	Other Credits (Specify)		
5			
6	None.		
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50	**Total**		

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Miscellaneous Items in Income and Retained Income Accounts for the Year

1.) Give a detailed analysis of items in Accounts 640, Miscellaneous Income; 660, Miscellaneous Income Charges; 680, Extraordinary Items; 695 Income Taxes on Extraordinary Items; 710, Other Credits to Retained Income, and 720, Other Debits to Retained Income, for the year (The classifications should be made in accordance with the U.S. of A.)
2.) For Accounts 640 and 660, report each item amounting to $250,000 or more; items less than $250,000 in these accounts may be combined in a single entry designated "Minor Items, each less than $250,000." Enter a total for each account.

Line No.	Account No. (a)	Item (b)	Debits (in dollars) (c)	Credits (in dollars) (d)
1	640	Minor items less than $250,000		5,568
2				
3	660	Minor items less than $250,000	653	
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Payments for Services Rendered by Other than Employees

1.) Give information concerning payments, fees, retainers, commissions, gifts, contributions, assessments, bonuses, pensions, subscriptions, allowance for expenses, or any form of payments mounting in the aggregate to $100,000 or more during the year to any corporation, institution, association, firm, partnership, committee, or any person for services or as a donation. In the case of contributions of under $100,000 which are made in common with other carriers under a joint arrangement in payment for the performance of services or as a donation, report such contribution, irrespectively of the amount thereof, if the total amount paid by all contributors for the performance of the particular service is equal to the some of $100,000 or more.

2.) Include among others, payments, directly or indirectly, for legal, medical engineering, advertising, valuation, accounting statistical, financial, educational, entertainment, charitable, advisory, defensive, detective, developmental, research, appraisal, registration, purchasing, architectural, and hospital services; payments for expert testimony and for handling wage disputes; and payments for services of banks, bankers, trust companies, insurance companies, brokers, trustees, promoters, solicitors, consultants, actuaries, investigators, inspectors, and efficiency engineers. The enumeration of these kinds of payments should not be understood as excluding other payments for services not excluded below.

3.) Exclude: Rent of buildings or other property; taxes payable to Federal, State, or local governments; payments for heat, light, power, telegraph, and telephone services; and payments to other carriers on the basis of lawful tariff charges, as well as other payments for services which both as to their nature and amount may reasonably be regarded as ordinarily connected with the routine operation, maintenance, or construction of a pipeline. Do not include any special and unusual payments for services.

4.) If more convenient, this schedule may be completed for a group of companies considered as one system and shown only in the report of the principal company in the system, with references thereto in the reports of the other companies.

5.) If any doubt exists in the mind of the reporting officers as to the reportability of any type of payment, requests should be made for a ruling before filing this report.

Line No.	Name of Recipient (a)	Nature of Service (b)	Amount of Payment (in dollars) (c)
1	Henriksen & Henriksen	Legal Settlement	4,970,000
2			
3	Mullin, Hard & Brown LLP	Legal Settlement	183,375
4			
5	Regulatory Economics Group	Consulting Services	173,307
6			
7	Ricardelli Consulting Services, Inc.	Consulting Services	208,220
8			
9	Snell & Wilmer LLP	Legal Services	136,380
10			
11	Steptoe & Johnson LLP	Legal Services	118,257
12			
13	T. Boone Pickens	Legal Settlement	628,191
14			
15			
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21	Enterprise Products Operating LLC	Respondent reimburses Enterprise Products	
22		Operating LLC for the allocated costs of	
23		Enterprise Products Company employees who	
24		perform management and administrative functions	
25		for the company.	
26			
27		All payments for services not rendered by	
28		such employees are considered to be connected	
29		with the routine operations, maintenance or	
30		construction of the system.	
31			
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40		**Total**	6,417,730

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Statistics of Operations

1.) Give particulars (details) by States of origin for crude oil and for each kind of product received year to date and totals only (i.e. no State detail) for number of barrels of crude oil and of each kind of product delivered out of the pipeline year to date. Classify and list in column (a) by States of origin the refined products transported in the following order: 29111, Gasoline, jet fuels, and other high volatile petroleum fuels, except natural gasoline; 29112, Kerosene; 29113, Distillate fuel oil; 29114, Lubricating and similar oils and derivatives; 29117, Residual fuel oil and other low volatile petroleum fuels; 29112, Products of petroleum refining, n.e.c. - Specify.

2.) In column (b) show all oils received by the respondent from connecting carriers reporting to the Federal Energy Regulatory Commission. In column (c) show all oils originated on respondent's gathering lines and in column (d) all oils received into respondent's trunk line, except receipts shown in columns (b) and (c). Any barrels received into a pipeline owned by the respondent, but operated by others, should be reported separately on additional pages (For example 600a- 601a, 600b- 601b, etc.).

3.) Entries in column (e) should be the sum of columns (b), (c), and (d). In column (f) show all oils delivered to connecting carriers reporting to the Federal Energy Regulatory Commission. In column (g) show all oils terminated on the respondent's gathering lines, and in column (h) all oils delivered out of respondent's pipeline, except deliveries shown under columns (f) and (g).

Line No.	State of Origin (a)	Number of Barrels Received From Connecting Carriers Year to Date (b)	Number of Barrels Received ORIGINATED On Gathering Lines Year to Date	Number of Barrels Received ORIGINATED On Trunk Lines Year to Date
	CRUDE OIL			
1				
2				
3				
4				
5				
6				
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8				
9				
10				
11				
12				
13				
14				
15	TOTAL			
	PRODUCTS (State of Origin and			
16	Colorado - Demethanized Mix			32,044,293
17	Kansas - Demethanized Mix	16,297,160		2,300,041
18	New Mexico - Demethanized Mix			25,882,895
19	Oklahoma - Demethanized Mix			369,648
20	Texas - Demethanized Mix	6,558,222		19,165,227
21	Utah - Demethanized Mix			6,686,077
22	Wyoming - Demethanized Mix			26,817,001
23	DEMETHANIZED MIX			
24				
25	Illinois - EP Mix			17,199,435
26	Kansas - EP Mix	37,842,611		3,593,090
27	Texas - EP Mix			13,797,393
28	EP MIX			
29				
30				
31	TOTAL	60,697,993		147,855,100

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Statistics of Operations (continued)

1.) Give particulars (details) by States of origin for crude oil and for each kind of product received year to date and totals only (i.e. no State detail) for number of barrels of crude oil and of each kind of product delivered out of the pipeline year to date. Classify and list in column (a) by States of origin the refined products transported in the following order: 29111, Gasoline, jet fuels, and other high volatile petroleum fuels, except natural gasoline; 29112, Kerosene; 29113, Distillate fuel oil; 29114, Lubricating and similar oils and derivatives; 29117, Residual fuel oil and other low volatile petroleum fuels; 29112, Products of petroleum refining, n.e.c. - Specify.

2.) In column (b) show all oils received by the respondent from connecting carriers reporting to the Federal Energy Regulatory Commission. In column (c) show all oils originated on respondent's gathering lines and in column (d) all oils received into respondent's trunk line, except receipts shown in columns (b) and (c). Any barrels received into a pipeline owned by the respondent, but operated by others, should be reported separately on additional pages (For example 600a- 601a, 600b- 601b, etc.).

3.) Entries in column (e) should be the sum of columns (b), (c), and (d). In column (f) show all oils delivered to connecting carriers reporting to the Federal Energy Regulatory Commission. In column (g) show all oils terminated on the respondent's gathering lines, and in column (h) all oils delivered out of respondent's pipeline, except deliveries shown under columns (f) and (g).

Line No.	State of Origin (a)	Number of Barrels Received From Connecting Carriers Year to Date (b)	Number of Barrels Received ORIGINATED On Gathering Lines Year to Date	Number of Barrels Received ORIGINATED On Trunk Lines Year to Date
	CRUDE OIL			
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15	TOTAL			
	PRODUCTS (State of Origin and			
16	Illinois - Ethylene			1,090,422
17	ETHYLENE			
18				
19	Kansas - Isobutane	5,033,486		498,688
20	New Mexico - Isobutane			8,710
21	Texas - Isobutane			1,614,367
22	ISOBUTANE			
23				
24	Kansas - Natural Gasoline	6,129,614		1,478,613
25	Texas - Natural Gasoline			3,400,442
26	NATURAL GASOLINE			
27				
28	Kansas - 95 Normal Butane	9,383,771		2,364,354
29	Texas - 95 Normal Butane			2,399,953
30	95 NORMAL BUTANE			
31	TOTAL	20,546,871		12,855,549

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Mid-America Pipeline Company, LLC	(1) [X] An Original (2) [ ] A Resubmission	/ /	End of 2010/Q4

Statistics of Operations (continued)

Entries in column (i) should be the sum of columns (f), (g), and (h). Any barrels delivered out of a pipeline owned by the respondent, but operated by others, should be reported separately on additional pages (For example 600a- 601a, 600b- 601b, etc.).

4.) Enter actual amount for lines 33a and 33b on an annual basis only. Do not report on a quarterly basis. Estimate if actual figures are not available. Barrel miles as reported on this schedule are the summation, for all segments, of the number of miles associated with each pipeline segment (trunk line only) multiplied by the number of barrels delivered through the segment. For example, 1,000 barrels moved through a 57-mile pipeline segment would be recorded as 57,000 barrel miles. For a crude pipeline with several segments:

Segments	Barrels	Miles	Barrel-Miles
A	1,000	57	57,000
B	5,000	10	50,000
C	1,000	25	25,000

Line No.	Total Received Year to Date (b + c + d) (e)	Number of Barrels Delivered Out To Connecting Carriers Year to Date (f)	Number of Barrels Delivered Out TERMINATED On Gathering Lines Year to Date	Number of Barrels Delivered Out TERMINATED On Trunk Lines Year to Date	Total Delivered Out Year to Date (f + g + h) (i)
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16	1,438,114				
17	822,082				
18	35,486,339				
19	908,309				
20	15,706				
21	10,533,830				
22		15,777,342		20,334,118	36,111,460
23					
24	3,246,023				
25		3,103,325		27,897	3,131,222
26					
27					
28		6,521,773			6,521,773
29					
30					
31	52,450,403	25,402,440		20,362,015	45,764,455

Name of Respondent	This Report Is:	Date of Report (Mo, Da, Yr)	Year/Period of Report
20110419-8022 FERC PDF (Unofficial) 04/18/2011 Mid-America Pipeline Company, LLC	(1) [X] An Original (2) [ ] A Resubmission	/ /	End of 2010/Q4

Statistics of Operations (continued)

Entries in column (i) should be the sum of columns (f), (g), and (h). Any barrels delivered out of a pipeline owned by the respondent, but operated by others, should be reported separately on additional pages (For example 600a- 601a, 600b- 601b, etc.).

4.) Enter actual amount for lines 33a and 33b on an annual basis only. Do not report on a quarterly basis. Estimate if actual figures are not available. Barrel miles as reported on this schedule are the summation, for all segments, of the number of miles associated with each pipeline segment (trunk line only) multiplied by the number of barrels delivered through the segment. For example, 1,000 barrels moved through a 57-mile pipeline segment would be recorded as 57,000 barrel miles. For a crude pipeline with several segments:

Segments	Barrels	Miles	Barrel-Miles
A	1,000	57	57,000
B	5,000	10	50,000
C	1,000	25	25,000

Line No.	Total Received Year to Date (b + c + d) (e)	Number of Barrels Delivered Out To Connecting Carriers Year to Date (f)	Number of Barrels Delivered Out TERMINATED On Gathering Lines Year to Date	Number of Barrels Delivered Out TERMINATED On Trunk Lines Year to Date	Total Delivered Out Year to Date (f + g + h) (i)
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16	15,902,330				
17		15,816,745		139,766	15,956,511
18					
19	678,530				
20		83,047		592,098	675,145
21					
22	72,224				
23		81,423			81,423
24					
25	1,963,233				
26		1,978,620			1,978,620
27					
28	1,440,897				
29		1,422,295			1,422,295
30					
31	20,057,214	19,382,130		731,864	20,113,994
	314,463,130	203,833,980		102,998,712	306,832,692

33b Total Number of Barrels of Oil Having Trunk-Line Movement:

(1) Crude Oil

(2) Products 306,832,692

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Miles of Pipeline Operated at end of Year

1.) Give particulars (details) called for by State and termini, concerning the miles of all pipeline operated, and size of each line at end of year, according to the classifications given.

2.) Report miles of pipeline operated to the nearest whole mile adjusted to footings, i.e.: count ½ mile and over as a whole mile disregarding any fraction less than ½ mile. Report fractional size line in the next smaller whole size, e.g.: report 2-1/2" and 6-5/8" lines as 2" and 6" lines, respectively. Size of line is defined as inside diameter.

3.) Report under (A), the lines wholly owned and operated by respondent, including wholly owned minor facilities temporarily idle or in standby service.

4.) Report under (B), the total miles of pipeline owned in undivided joint interests and operated by respondent. Name each pipeline and give names of

Line No.	Name of Company and State (a)	TERMINI From - (b)	TERMINI TO - (c)	OP AT END OF YR GATHERING LINES Miles (d)	OP AT END OF YR GATHERING LINES Size of Line (in inches) (e)	OP AT END OF YR TRUNK LINES FOR CRUDE OIL Miles (f)	OP AT END OF YR TRUNK LINES FOR CRUDE OIL Size of Lines (in inches) (g)
	(A) OWNED AND OPERATED BY RESPONDENT						
2	NEW MEXICO						
3	LPG Blue System						
4	Hobbs 4" Lateral	Jct. MP 13.48	TX/NM St Ln				
5		TX/NM St Ln	Eunice Station				
6		TX/NM St Ln	Eunice Junction				
7		TX/NM St Ln	Eunice				
8	Four Corners Lateral	TX/NM St Ln	White Lakes Sta				
9	El Paso Bloomfield Lateral	Kutz Sta	El Paso Blmfld				
10		El Paso Blmfld	San Juan				
11		El Paso Blmfld	San Juan				
12	El Paso Bloomfield Loop	Kutz Station	San Juan				
13	LPG Rocky Mtn System	Tx/NM St Ln	MP 31.07				
14	.	MP 31.07	White Lakes Sta				
15	LPG Rocky Mountain System	MP 73.12	Kn'dy Wht Rch				
16	Four Corners Lateral	White Lakes	Kutz Sta				
17		Rocky Mtn Blue	Amoco Gallegos				
18		White Lakes	MP 107.96				
19		MP 107.96	Duran Sta				
20		White Lakes	Duran Sta				
21		Duran Sta	MP 188.76				
22		MP 188.76	Edgewood Sta				
23		Edgewood Sta	MP 276.83				
24		MP 276.83	San Luis Sta				
25		Loop	San Luis Sta				
26		Lp Edgewood	Lybrook Sta				
27		San Luis Sta	MP 351.58				
28		MP 351.58	Lybrook Sta				
29		Lybrook Sta	Huerfano Sta				
30		TX/NM State Ln	Huerfano Sta				
31		Chaco Plant	Huerfano Sta				
32		Huerfano Sta	Kutz Sta				
33		Kutz Sta	MP 434.07				
34		Chavez	Kutz Sta				
35		MP 434.07	NM/CO St Ln				
36	Rocky Mountain Expansion	Huerfano Sta	Kutz Sta				
37		Kutz Sta	NM/CO St Ln				
38			MP 443.6				
39	.						
40	Subtotal						

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Miles of Pipeline Operated at end of Year (continued)

1.) Give particulars (details) called for by State and termini, concerning the miles of all pipeline operated, and size of each line at end of year, according to the classifications given.

2.) Report miles of pipeline operated to the nearest whole mile adjusted to footings, i.e.: count ½ mile and over as a whole mile disregarding any fraction less than ½ mile. Report fractional size line in the next smaller whole size, e.g.: report 2-1/2" and 6-5/8" lines as 2" and 6" lines, respectively. Size of line is defined as inside diameter.

3.) Report under (A), the lines wholly owned and operated by respondent, including wholly owned minor facilities temporarily idle or in standby service.

4.) Report under (B), the total miles of pipeline owned in undivided joint interests and operated by respondent. Name each pipeline and give names of

Line No.	Name of Company and State (a)	TERMINI From - (b)	TERMINI TO - (c)	OP AT END OF YR GATHERING LINES Miles (d)	OP AT END OF YR GATHERING LINES Size of Line (in inches) (e)	OP AT END OF YR TRUNK LINES FOR CRUDE OIL Miles (f)	OP AT END OF YR TRUNK LINES FOR CRUDE OIL Size of Lines (in inches) (g)
	(A) OWNED AND OPERATED BY RESPONDENT						
1	COLORADO						
2	LPG Rocky Mountain System	NM/CO St Line	Dolores Sta				
3	Four Corners Lateral Loop	Dolores Sta	MP 505.49				
4			Montezuma				
5		MP 505.49	CO/UT St Line				
6		UT/CO St Line	CO/UT St Line				
7		MP 683.85					
8		UT/CO St Line	CO/UT St Line				
9		MP 760.54					
10		Dolores Sta	CO/UT St Line				
11		Celcius Energy	Rocky Mountain				
12		Dove Creek	Red System				
13		Gasco S. Plt	Rocky Mountain				
14		Tie-in	Red System				
15		Duke Energy Inj	Rocky Mountain				
16			Red System				
17		Chevron Rangely	MP 764				
18		Weber Sand					
19	Rocky Mountain Expansion	CO/NM St Line	Dolores Station				
20		Dolores Sta	CO/UT St Line				
21			MP 546.5				
22		UT/CO St Line	CO/UT St Line				
23		MP 683.8	MP 729.3				
24		UT/CO St Line	CO/UT St Line				
25		MP 760.54	MP 767.6				
26		Dolores Sta	CO/UT St Line				
27	UTAH						
28	LPG Rocky Mountain System	CO/UT St Line	Lisbon Sta				
29		Lisbon Sta	Thompson Sta				
30		Thompson Sta	UT/CO St Line				
31		CO/UT St Line	Dragon Sta				
32		MP 729.26					
33		Dragon Sta	UT/CO St Line				
34		UT/CO St Line	MP 828.11				
35		MP 767.57					
36	Four Corners Lateral Loop	MP 828.11	UT/WY St Line				
37	Rocky Mountain Expansion	UT/CO St Line	Thompson Sta				
38		MP 546.4					
39		Thompson Sta	UT/CO St Line				

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Miles of Pipeline Operated at end of Year (continued)

1.) Give particulars (details) called for by State and termini, concerning the miles of all pipeline operated, and size of each line at end of year, according to the classifications given.

2.) Report miles of pipeline operated to the nearest whole mile adjusted to footings, i.e.: count ½ mile and over as a whole mile disregarding any fraction less than ½ mile. Report fractional size line in the next smaller whole size, e.g.: report 2-1/2" and 6-5/8" lines as 2" and 6" lines, respectively. Size of line is defined as inside diameter.

3.) Report under (A), the lines wholly owned and operated by respondent, including wholly owned minor facilities temporarily idle or in standby service.

4.) Report under (B), the total miles of pipeline owned in undivided joint interests and operated by respondent. Name each pipeline and give names of

Line No.	Name of Company and State (a)	TERMINI From - (b)	TERMINI TO - (c)	OP AT END OF YR GATHERING LINES Miles (d)	OP AT END OF YR GATHERING LINES Size of Line (in inches) (e)	OP AT END OF YR TRUNK LINES FOR CRUDE OIL Miles (f)	OP AT END OF YR TRUNK LINES FOR CRUDE OIL Size of Lines (in inches) (g)
	(A) OWNED AND OPERATED BY RESPONDENT						
1			MP 683.8				
2		UT/CO St Line	Dragon Sta				
3		MP 729.3					
4		Dragon Sta	UT/CO St Line				
5			MP 760.5				
6		UT/CO St Line	Dinosaur Sta				
7		MP 767.6					
8		Dinosaur Sta	Browns Park				
9			MP 828.1				
10		Red Wash	Dinosaur Sta				
11		Lateral					
12	West Leg LPG Rocky Mountain	WY/UT St Line	American Quasar				
13			Pineview				
14		WY/UT St Line	MP 34				
15		Unocal Lisbon	Rocky Mtn W Leg				
16		MP 34	Yellow Crk Tie-				
17			In - MP 10				
18		WY/UT St Line	Yellow Crk Tie-				
19		RM West Lat	West Lat				
20	WYOMING						
21	LPG Rocky Mountain System	UT/WY St Line	Rock Spring Sta				
22	Canyon Creek Lateral	Questar Vermill	MP 854.5				
23	East Lateral LPG Rocky Mtn	Rock Spring Sta	MP 28.69				
24	Rocky Mtn E Leg Loop 1	MP 8.1	Rock Spring Sta				
25	Rocky Mtn E Leg Loop 2	MP 44.44	Rock Spring Sta				
26	Patrick Draw Lateral	MP 46.44 East	Champion - Pat				
27		Lateral	Draw Plant				
28		MP 46.44 East	Champion - Pat				
29		Lateral	Draw Plant				
30		Patrick Draw Lp	Sweetwater				
31	Wamsutter Lateral	Citgo Red	Amoco				
32		Desert	Wamsutter				
33		Echo Springs	MP 4.08				
34	Red Desert Lateral	Red Desert	Tipton				
35	Red Desert Lateral	Citgo Red	Wamsutter				
36		Desert					
37	W Lat LPG Rocky Mtn Sys	Rock Springs	MP 90.52				
38		MP 90.52	WY/UT St Line				
39		MP 113.30 W Leg	Amoco-Anschutz				

Miles of Pipeline Operated at end of Year (continued)

1.) Give particulars (details) called for by State and termini, concerning the miles of all pipeline operated, and size of each line at end of year, according to the classifications given.

2.) Report miles of pipeline operated to the nearest whole mile adjusted to footings, i.e.: count ½ mile and over as a whole mile disregarding any fraction less than ½ mile. Report fractional size line in the next smaller whole size, e.g.: report 2-1/2" and 6-5/8" lines as 2" and 6" lines, respectively. Size of line is defined as inside diameter.

3.) Report under (A), the lines wholly owned and operated by respondent, including wholly owned minor facilities temporarily idle or in standby service.

4.) Report under (B), the total miles of pipeline owned in undivided joint interests and operated by respondent. Name each pipeline and give names of

Line No.	Name of Company and State (a)	TERMINI From - (b)	TERMINI TO - (c)	OP AT END OF YR GATHERING LINES Miles (d)	OP AT END OF YR GATHERING LINES Size of Line (in inches) (e)	OP AT END OF YR TRUNK LINES FOR CRUDE OIL Miles (f)	OP AT END OF YR TRUNK LINES FOR CRUDE OIL Size of Lines (in inches) (g)
	(A) OWNED AND OPERATED BY RESPONDENT						
1	Rocky Mountain W Leg Loop	MP 35.0	MP 45.4				
2	Rocky Mountain Lateral Loop	North Lateral	Loop				
3	Yellow Creek Loop	MP 115.26 W Lg	Yellow Crk				
4			WY/UT St L				
5		MP 113.30 W Lg	Yellow Crk Tie-				
6			In MP 115.26				
7		Yellow Crk Tie-	WY/UT St Line				
8		In MP 115.26					
9	North Lateral	MP 50.82 W Lat	NW P/L Opal Plt				
10	North Lateral Loop	Rocky Mtn W Lat	Opal Plant				
11	Echo Springs Loop	Rocky Mtn W Lat	Echo Spring Plt				
12	Northwest Lateral	MP 90.52	MP 12.017 NW				
13			Lateral				
14		MP 12.017	Ryckman Crk				
15		NW Lateral					
16		Amoco Ryckman	Amoco Whitney				
17		Creek	Canyon Plt				
18	Painter Lateral	MP 12.017 NW	Chevron Painter				
19		Lateral					
20		NW Lateral	Chevron E				
21			Painter				
22		Painter Tie-in	Amoco-Anschutz				
23		NW Lateral	Chevron Carter				
24			Creek				
25		Amoco Whitney	Chevron Carter				
26		Station	Creek				
27		Amoco Whitney	Injection				
28		Station					
29		Chevron Carter	Uinta				
30		Creek					
31		Coastal Black	Uinta				
32		Forks					
33		Lincoln Road	Sweetwater				
34		Lateral					
35	TEXAS						
36	LPG Blue System						
37	Hobbs Lateral	NM/TX St Line	Hobbs Sta				
38	4 Comers Lateral	Hobbs Sta	TX/NM St Line				
39	Dollarhide Lateral	D'hide Jct	TX/NM St Line				

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Miles of Pipeline Operated at end of Year (continued)

1.) Give particulars (details) called for by State and termini, concerning the miles of all pipeline operated, and size of each line at end of year, according to the classifications given.

2.) Report miles of pipeline operated to the nearest whole mile adjusted to footings, i.e.: count ½ mile and over as a whole mile disregarding any fraction less than ½ mile. Report fractional size line in the next smaller whole size, e.g.: report 2-1/2" and 6-5/8" lines as 2" and 6" lines, respectively. Size of line is defined as inside diameter.

3.) Report under (A), the lines wholly owned and operated by respondent, including wholly owned minor facilities temporarily idle or in standby service.

4.) Report under (B), the total miles of pipeline owned in undivided joint interests and operated by respondent. Name each pipeline and give names of

Line No.	Name of Company and State (a)	TERMINI From - (b)	TERMINI TO - (c)	OP AT END OF YR GATHERING LINES Miles (d)	OP AT END OF YR GATHERING LINES Size of Line (in inches) (e)	OP AT END OF YR TRUNK LINES FOR CRUDE OIL Miles (f)	OP AT END OF YR TRUNK LINES FOR CRUDE OIL Size of Lines (in inches) (g)
	(A) OWNED AND OPERATED BY RESPONDENT						
1	Dollarhide Lateral	NM/TX St Line	Hobbs Sta				
2	Snyder Lateral	Amoco S	Snyder Lateral				
3		Fullerton Inj					
4		Midkiff Sta	TXL Sta				
5		Shell TXL	Snyder Lateral				
6		TXL Sta	Hobbs Sta				
7		ARCO Block 31	Jct w/Snyder 8"				
8		Jct	MP 70.9				
9		El Paso Odessa	Jct w/Snyder 8"				
10			MP 88.8				
11		El Paso Odessa	Jct w/Snyder 8"				
12			MP 88.8				
13	Pampa Lateral	Cities Sv Pampa	Jct Skellytown				
14		Cabot Gray Cty	Pampa Lateral				
15		Celanese	Pampa Lateral				
16		Kerr McGee Plt	MP 5.35				
17		Cities Sv Pampa	Dorchester Car-				
18			gray Plt				
19		Tuco Carson	Pampa Jct				
20		S. Leg Tie-in	Dorchester Car-				
21			gray Plt				
22	Plains Wellman Lateral	Wellman Plt	Plains Sta				
23	Fritch Lateral	Westpan Sta	Skellytown Sta				
24		NGPL Stinnet	MP 7.73				
25		Rock Island	Westpan Sta				
26		Turkey Crk					
27		MP 21.203	Liquid Energy				
28			Canadian Riv				
29		Texaco Burnett	Fritch Lateral				
30		Ranch					
31		Skellytown Sta	Fritch Loop				
32		CIG Fourway Plt	CIG Bivins Plt				
33		Fritch Lateral	Getty Burnett				
34		MP 17.0	Ranch				
35	Mesa Fain Lateral	Mesa Fain	Westpan Sta				
36		Mesa Fain	Westpan Sta				
37	Fourway Lateral	Fourway Sta	Westpan Sta				
38		Fourway Sta	Westpan Sta				
39	Brown Line	Hobbs	TX/OK St Ln				

Name of Respondent	This Report Is:	Date of Report (Mo, Da, Yr)	Year/Period of Report
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Miles of Pipeline Operated at end of Year (continued)

1.) Give particulars (details) called for by State and termini, concerning the miles of all pipeline operated, and size of each line at end of year, according to the classifications given.

2.) Report miles of pipeline operated to the nearest whole mile adjusted to footings, i.e.: count ½ mile and over as a whole mile disregarding any fraction less than ½ mile. Report fractional size line in the next smaller whole size, e.g.: report 2-1/2" and 6-5/8" lines as 2" and 6" lines, respectively. Size of line is defined as inside diameter.

3.) Report under (A), the lines wholly owned and operated by respondent, including wholly owned minor facilities temporarily idle or in standby service.

4.) Report under (B), the total miles of pipeline owned in undivided joint interests and operated by respondent. Name each pipeline and give names of

Line No.	Name of Company and State (a)	TERMINI From - (b)	TERMINI TO - (c)	OP AT END OF YR GATHERING LINES Miles (d)	OP AT END OF YR GATHERING LINES Size of Line (in inches) (e)	OP AT END OF YR TRUNK LINES FOR CRUDE OIL Miles (f)	OP AT END OF YR TRUNK LINES FOR CRUDE OIL Size of Lines (in inches) (g)
	(A) OWNED AND OPERATED BY RESPONDENT						
1		Liquid Energy	Fourway Sta				
2		Brent Ranch					
3	Cabot Leveland Lateral	Cabot Levelland	MP 57 S. Leg				
4	Main Line (South)	Amoco Levelland	So. Blue Line				
5		Altura Slaughtr	So. Blue Line				
6		Altura Slaughtr	So. Blue Line				
7		Hobbs Sta	Plains Sta				
8		Plains Sta	Levelland Sta				
9		Levelland Sta	Olton Sta				
10		Olton Sta	Tulia Sta				
11		Tulia Sta	Claude Sta				
12		Claude Sta	Skellytown Sta				
13		Skellytown Sta	TX/OK St Line				
14	LPG Red System Loop	Hobbs Sta	Plains Sta				
15		Plains Sta	Leveland Sta				
16		Levelland Sta	Olton Sta				
17		Olton Sta	Tulia Sta				
18		Tulia Sta	Claude Sta				
19		Claude Sta	Skellytown Sta				
20		Skellytown Sta	TX/OK St Line				
21	LPG Rocky Mountain	Hobbs Sta	TX/NM St Line				
22	Four Corners Pipeline	Hobbs Sta	Gaines				
23	Four Corners Lateral Loop	Hobbs Sta	Gaines				
24	OKLAHOMA						
25	LPG Blue System						
26	Main Line (South)	OK/KS St Line	Mocane Sta				
27		Mocane Sta	OK/KS St Line				
28	Western Oklahoma Lateral	Mocane Sta	OK/KS St Line				
29	Western Oklahoma Lateral Loop	Mocane Sta	OK/KS St Line				
30		Drchstr Hkr	MP 56.46 TurJct				
31		MP 56.46 TurJct	Mocane Sta				
32		Hooker	Mocane Lat				
33		Anadarko Beaver	MP 64.5				
34		Texaco Camrick	S. Blue System				
35		CNG Tie-In	S. Blue System				
36		Hooker Mocane	Tyrone Plt				
37		Lateral	Meter Sta				
38		Tyrone Plt	Tyrone Lat				
39	.						

Miles of Pipeline Operated at end of Year (continued)

1.) Give particulars (details) called for by State and termini, concerning the miles of all pipeline operated, and size of each line at end of year, according to the classifications given.
2.) Report miles of pipeline operated to the nearest whole mile adjusted to footings, i.e.: count ½ mile and over as a whole mile disregarding any fraction less than ½ mile. Report fractional size line in the next smaller whole size, e.g.: report 2-1/2" and 6-5/8" lines as 2" and 6" lines, respectively. Size of line is defined as inside diameter.
3.) Report under (A), the lines wholly owned and operated by respondent, including wholly owned minor facilities temporarily idle or in standby service.
4.) Report under (B), the total miles of pipeline owned in undivided joint interests and operated by respondent. Name each pipeline and give names of

Line No.	Name of Company and State (a)	TERMINI From - (b)	TERMINI TO - (c)	OP AT END OF YR GATHERING LINES Miles (d)	OP AT END OF YR GATHERING LINES Size of Line (in inches) (e)	OP AT END OF YR TRUNK LINES FOR CRUDE OIL Miles (f)	OP AT END OF YR TRUNK LINES FOR CRUDE OIL Size of Lines (in inches) (g)
	(A) OWNED AND OPERATED BY RESPONDENT						
1		Dorchester	Texaco Camrick				
2		Hooker	Injection				
3	LPG Red System Loop	TX/OK St Line	Mocane Sta				
4	Main Line South	Mocane Sta	OK/KS St Line				
5	KANSAS						
6	LPG Blue System						
7	Ashland Loop	MP 358.9	MP 403.6				
8	Main Line South	OK/KS St Line	Wellsford				
9		Wellsford Sta	Conway				
10	Langdon Loop	MP 442.9	MP 499.6				
11	Main Line West	Conway Sta	Abilene Sta				
12		Abilene Sta	Linn Sta				
13		Linn Sta	KS/NE St Line				
14	Main Line East	MP 23	Eskridge Sta				
15		Eskridge Sta	McLouth Sta				
16		McLouth Sta	KS/MO St Line				
17	Hutchinson Main Line	Hutchinson Sta	Conway Sta				
18	Hutchinson Lateral	Sinclair-Hutch	Jct w/10" Main				
19		Jct	MP 452.1				
20		Partridge Sta	Hutch Sta				
21		Hutchinson Sta	Koch Hutch				
22		MP 492.1	Empire Gas				
23			Storage				
24	Petrofina Lateral	Eldorado Jct	Fina Plant Jct				
25		MP 67					
26	Eldorado Lateral	Conway Sta	Eldorado Deliv				
27		Eldorado	Coffeyville				
28		Burden Jct	Cofeyville CRA				
29	Conway Lateral	Conway Sta	Sec-Conway Jct				
30	Augusta Lateral	Eldorado Tie-in	Magnolia Plt				
31	Western Okla Lateral	OK/KS St Line	Natl Helium Jct				
32		OK/KS St Line	Liberal Station				
33		Shamrock McGee	West OK Lateral				
34		Anadarko Cimar	West OK Lateral				
35		Trident Jayhawk	Mesa Satanta				
36		Mesa Satanta	Liberal Station				
37	Consolidated Lateral	Willowbrook Sta	Consolidated				
38			PT MP 496.134				
39	Sentry Lateral	Sentry UG Stor	Conway Sta				

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Miles of Pipeline Operated at end of Year (continued)

1.) Give particulars (details) called for by State and termini, concerning the miles of all pipeline operated, and size of each line at end of year, according to the classifications given.

2.) Report miles of pipeline operated to the nearest whole mile adjusted to footings, i.e.: count ½ mile and over as a whole mile disregarding any fraction less than ½ mile. Report fractional size line in the next smaller whole size, e.g.: report 2-1/2" and 6-5/8" lines as 2" and 6" lines, respectively. Size of line is defined as inside diameter.

3.) Report under (A), the lines wholly owned and operated by respondent, including wholly owned minor facilities temporarily idle or in standby service.

4.) Report under (B), the total miles of pipeline owned in undivided joint interests and operated by respondent. Name each pipeline and give names of

Line No.	Name of Company and State (a)	TERMINI From - (b)	TERMINI TO - (c)	OP AT END OF YR GATHERING LINES Miles (d)	OP AT END OF YR GATHERING LINES Size of Line (in inches) (e)	OP AT END OF YR TRUNK LINES FOR CRUDE OIL Miles (f)	OP AT END OF YR TRUNK LINES FOR CRUDE OIL Size of Lines (in inches) (g)
	(A) OWNED AND OPERATED BY RESPONDENT						
1		Sentry UG Stor	Conway Sta				
2	Mitchell Lateral	Mitchell Sta	Conway Sta				
3		Mitchell Stg	Conway Sta				
4		Mitchell Sta	Conway Sta				
5		Amoco Bushton	Conway Sta				
6	LPG Red System Loops						
7	Main Line South	OK/KS St Line	Wellsford Sta				
8		Wellsford Sta	Conway Sta				
9	Main Line East	Conway Sta	Herrington Sta				
10		Conway Sta	MP 23.0				
11		Herington Sta	Eskridge Sta				
12		MP 23.0	Herington Sta				
13		Eskridge Sta	McLouth Sta LP1				
14		Eskridge Sta	MP 107.6 LP2				
15		McLouth Sta	KS/MO St Line				
16	Main Line West	Conway Sta	Abilene Sta LP1				
17		Abilene Sta	Linn Sta LP1				
18		Linn Sta	KS/NE St Line				
19	Lateral Loops						
20	Conway 8" Red	Conway Sta	NCRA UG Stor				
21		NCRA UG Stg	Home Oil Stor				
22		NCRA UG Stg	Home Oil Stor				
23	Consolidated Lateral	Willowbrook Sta	MP 496.134 Cons				
24	Petrofina Lateral	Eldorado Jct	Fina/Eldorado				
25	Hutchinson Mainline Loop	Hutchinson Sta	Conway Sta				
26		Hutchinson Sta	Conway Sta				
27	Brown Line	Brown Line	S. Leg Loops				
28	NEBRASKA						
29	LPG BLUE SYSTEM						
30	Main Line West	KS/NE St Line	Beatrice Sta				
31		Beatrice Sta	Greenwood Term				
32		Greenwood Term	Herman Sta				
33		Herman Sta	NE/IA St Line				
34		KS/NE St Line	Beatrice Sta				
35		Beatrice Sta	Greenwood Term				
36		Greenwood Term	Herman Sta				
37		Herman Sta	NE/IA St Line				
38	MISSOURI						
39	LPG BLUE SYSTEM						

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Miles of Pipeline Operated at end of Year (continued)

1.) Give particulars (details) called for by State and termini, concerning the miles of all pipeline operated, and size of each line at end of year, according to the classifications given.

2.) Report miles of pipeline operated to the nearest whole mile adjusted to footings, i.e.: count ½ mile and over as a whole mile disregarding any fraction less than ½ mile. Report fractional size line in the next smaller whole size, e.g.: report 2-1/2" and 6-5/8" lines as 2" and 6" lines, respectively. Size of line is defined as inside diameter.

3.) Report under (A), the lines wholly owned and operated by respondent, including wholly owned minor facilities temporarily idle or in standby service.

4.) Report under (B), the total miles of pipeline owned in undivided joint interests and operated by respondent. Name each pipeline and give names of

Line No.	Name of Company and State (a)	TERMINI From - (b)	TERMINI TO - (c)	OP AT END OF YR GATHERING LINES Miles (d)	OP AT END OF YR GATHERING LINES Size of Line (in inches) (e)	OP AT END OF YR TRUNK LINES FOR CRUDE OIL Miles (f)	OP AT END OF YR TRUNK LINES FOR CRUDE OIL Size of Lines (in inches) (g)
	(A) OWNED AND OPERATED BY RESPONDENT						
1	Main Line East	KS/MO St Line	Kearney Term				
2		Kearney Term	Bosworth Sta				
3		Bosworth Sta	Moberly Term				
4		Moberly Term	Memphis Sta				
5		Memphis Sta	MO/IA St Line				
6		Carrollton Inj	East Blue Sys				
7		Chillicothe	Loop to Pump E				
8			Leg				
9	LPG Red System Loop						
10	Main Line East	KS/MO St Line	Kearney Term				
11		Kearney Term	Browning Sta				
12		Browning Sta	MO/IA St Line				
13	IOWA						
14	LPG BLUE SYSTEM						
15	Main Line West	NE/IA St Line	Whiting Term				
16		Whiting Term	Sanborn Term				
17		Sanborn Term	IA/MN St Line				
18	Central Iowa Lateral	Whiting Term	Ogden Term				
19	Main Line East	MO/IA St Line	Birmingham Jct				
20		Birmingham	Iowa City Term				
21	East Leg Main Line	Iowa City Term	IA/IL St Line				
22		Cantril Deliv	Cantril Deliv				
23	Cavern #1 Lateral	Iowa City Term	Iowa City UG				
24	Clinton Lateral	Iowa City Term	Chemplex Plt				
25	Clinton Lateral Loop	Iowa City Term	Clinton Plt Jct				
26	Clinton Blending	Clinton Chemplx	Clinton Plt Jct				
27		Clinton Chemplx	Clinton Plt Jct				
28	Farmington Lateral	Birmingham Jct	IA/IL St Line				
29	Dubuque Terminal	Dubuque Term	E Blue Sys				
30	Ft Madison Injection	Ft. Madison	Farmington Lat				
31	Morris Lateral	Chemplex Plt Jc	IA/IL St Line				
32		Willow Loop	Morris Lateral				
33	LPG RED SYSTEM LOOP						
34	Main Line West	NE/IA St Line	Whiting Term				
35		Whiting Term	Sanborn Term				
36		Sanborn Term	IA/MN St Line				
37	Main Line East	MO/IA St Line	Birmingham Jct				
38		Birmingham Jct	Iowa City Term				
39	.						

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Miles of Pipeline Operated at end of Year (continued)

1.) Give particulars (details) called for by State and termini, concerning the miles of all pipeline operated, and size of each line at end of year, according to the classifications given.

2.) Report miles of pipeline operated to the nearest whole mile adjusted to footings, i.e.: count ½ mile and over as a whole mile disregarding any fraction less than ½ mile. Report fractional size line in the next smaller whole size, e.g.: report 2-1/2" and 6-5/8" lines as 2" and 6" lines, respectively. Size of line is defined as inside diameter.

3.) Report under (A), the lines wholly owned and operated by respondent, including wholly owned minor facilities temporarily idle or in standby service.

4.) Report under (B), the total miles of pipeline owned in undivided joint interests and operated by respondent. Name each pipeline and give names of

Line No.	Name of Company and State (a)	TERMINI From - (b)	TERMINI TO - (c)	OP AT END OF YR GATHERING LINES Miles (d)	OP AT END OF YR GATHERING LINES Size of Line (in inches) (e)	OP AT END OF YR TRUNK LINES FOR CRUDE OIL Miles (f)	OP AT END OF YR TRUNK LINES FOR CRUDE OIL Size of Lines (in inches) (g)
	(A) OWNED AND OPERATED BY RESPONDENT						
1	ILLINOIS						
2	LPG BLUE SYSTEM						
3	Main Line East	IA/IL St Line	Dubuque Sta				
4		Dubuque Sta	IL/WI St Line				
5	Farmington Lateral	IA/IL St Line	Farmington Term				
6	Morris Lateral	IA/IL St Line	Morris Term				
7		Collins Lake	Morris Scraper				
8		Scraper Trp	Trap				
9		USI Quantum	Morris Lateral				
10		USI Quantum	Morris Lateral				
11		Morris Lateral	USC Tuscola				
12		MP 116.05					
13		Morris Lateral	USC Tuscola				
14		MP 118.06					
15		Aux Sable West	Morris Lateral				
16	WISCONSIN						
17	LPG BLUE SYSTEM						
18	Main Line East	Enmarc	East Blue Sys				
19		Janesvl Inj					
20		IL/WI St Line	Janesvl Term				
21	MINNESOTA						
22	LPG BLUE SYSTEM						
23	Main Line West	IA/MN St Line	Pine Bend Term				
24		Pine Bend Term	NSP Stor Plant				
25		Pine Bend Term	Koch Refy S.P.				
26		IA/MN St Line	Mankato Term				
27		Great North Ref	West Red Sys				
28		Cochin Jct Inj	West Red Sys				
29			Blue Earth				

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Miles of Pipeline Operated at end of Year (continued)

1.) Give particulars (details) called for by State and termini, concerning the miles of all pipeline operated, and size of each line at end of year, according to the classifications given.

2.) Report miles of pipeline operated to the nearest whole mile adjusted to footings, i.e.: count ½ mile and over as a whole mile disregarding any fraction less than ½ mile. Report fractional size line in the next smaller whole size, e.g.: report 2-1/2" and 6-5/8" lines as 2" and 6" lines, respectively. Size of line is defined as inside diameter.

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	(B) OWNED IN UNDIVIDED JOINT INTEREST AND OPERATED BY RESPONDENT						
40	Subtotal						
	(C) OWNED IN UNDIVIDED JOINT INTEREST AND OPERATED BY OTHERS						
40	Subtotal						
	(D) OWNED BY OTHERS BUT OPERATED BY RESPONDENT						
40	Subtotal						
	GRAND TOTAL						

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Miles of Pipeline Operated at end of Year (continued)

5.) Report under (C), the total miles of pipeline owned in undivided joint interests and operated by others. Name each pipeline and give names of owning companies.

6.) Report under (D), the respondent operating lines not owned by it, but leased from others, when leases are for reasonably long terms and consist of an imporant part of the respondent's pipeline. The lessor company should omit from its schedule such mileages leased to others.

7.) Omit minor gathering line facilities under temporary or short-term lease from this classification; the lessor should include such lines in its wholly owned and operated lines.

Line No.	OP AT END OF YR TRUNK LINES FOR PRODUCTS Miles (h)	OP AT END OF YR TRUNK LINES FOR PRODUCTS Size of Line (in inches) (i)	CHG IN MILES OPR DUR THE YR INCREASES Gathering Lines (j)	CHG IN MILES OPR DUR THE YR INCREASES TRUNK LINES For Crude Oil (k)	CHG IN MILES OPR DUR THE YEAR INCREASES TRUNK LINES For Products (l)	CHG IN MILES OPR DUR THE YEAR DECREASES Gathering Lines (m)	CHG IN MILES OPR DUR THE YEAR DECREASES TRUNK LINES For Crude Oil (n)	CHG IN MILES OPR DUR THE YEAR DECREASES TRUNK LINES For Products (o)
	(A) OWNED AND OPERATED BY RESPONDENT							
2	0	0	0	0	0	0	0	0
3	0	0	0	0	0	0	0	0
4	6	4	0	0	0	0	0	0
5	8	6	0	0	0	0	0	0
6	17	4	0	0	0	0	0	0
7	0	3	0	0	0	0	0	0
8	73	8	0	0	0	0	0	0
9	2	8	0	0	0	0	0	0
10	0	6	0	0	0	0	0	0
11	1	6	0	0	0	0	0	0
12	5	8	0	0	0	0	0	0
13	22	12	0	0	0	0	0	0
14	50	10	0	0	0	0	0	0
15	0	4	0	0	0	0	0	0
16	334	8	0	0	0	0	0	0
17	0	2	0	0	0	0	0	0
18	27	12	0	0	0	0	0	0
19	67	10	0	0	0	0	0	0
20	25	10	0	0	0	0	0	0
21	14	12	0	0	0	0	0	0
22	68	10	0	0	0	0	0	0
23	25	12	0	0	0	0	0	0
24	44	10	0	0	0	0	0	0
25	46	10	0	0	0	0	0	0
26	19	10	0	0	0	0	0	0
27	27	12	0	0	0	0	0	0
28	21	10	0	0	0	0	0	0
29	33	10	0	0	0	0	0	0
30	399	12	0	0	0	0	0	0
31	12	10	0	0	0	0	0	0
32	15	12	0	0	0	0	0	0
33	20	12	0	0	0	0	0	0
34	40	12	0	0	0	0	0	0
35	10	10	0	0	0	0	0	0
36	15	16	0	0	0	0	0	0
37	28	16	0	0	0	0	0	0
38	0	0	0	0	0	0	0	0
39	0	0	0	0	0	0	0	0
40	7,833	0	0	0	0	0	0	0

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Miles of Pipeline Operated at end of Year (continued)

5.) Report under (C), the total miles of pipeline owned in undivided joint interests and operated by others. Name each pipeline and give names of owning companies.

6.) Report under (D), the respondent operating lines not owned by it, but leased from others, when leases are for reasonably long terms and consist of an imporant part of the respondent's pipeline. The lessor company should omit from its schedule such mileages leased to others.

7.) Omit minor gathering line facilities under temporary or short-term lease from this classification; the lessor should include such lines in its wholly owned and operated lines.

Line No.	OP AT END OF YR TRUNK LINES FOR PRODUCTS Miles (h)	OP AT END OF YR TRUNK LINES FOR PRODUCTS Size of Line (in inches) (i)	CHG IN MILES OPR DUR THE YR INCREASES Gathering Lines (j)	CHG IN MILES OPR DUR THE YR INCREASES TRUNK LINES For Crude Oil (k)	CHG IN MILES OPR DUR THE YEAR INCREASES TRUNK LINES For Products (l)	CHG IN MILES OPR DUR THE YEAR DECREASES Gathering Lines (m)	CHG IN MILES OPR DUR THE YEAR DECREASES TRUNK LINES For Crude Oil (n)	CHG IN MILES OPR DUR THE YEAR DECREASES TRUNK LINES For Products (o)
	(A) OWNED AND OPERATED BY RESPONDENT							
1	0	0	0	0	0	0	0	0
2	60	10	0	0	0	0	0	0
3	8	12	0	0	0	0	0	0
4	0	0	0	0	0	0	0	0
5	42	10	0	0	0	0	0	0
6	46	10	0	0	0	0	0	0
7	0	0	0	0	0	0	0	0
8	7	10	0	0	0	0	0	0
9	0	0	0	0	0	0	0	0
10	34	10	0	0	0	0	0	0
11	0	4	0	0	0	0	0	0
12	0	0	0	0	0	0	0	0
13	0	2	0	0	0	0	0	0
14	0	0	0	0	0	0	0	0
15	0	4	0	0	0	0	0	0
16	0	0	0	0	0	0	0	0
17	8	4	0	0	0	0	0	0
18	0	0	0	0	0	0	0	0
19	55	16	0	0	0	0	0	0
20	49	16	0	0	0	0	0	0
21	0	0	0	0	0	0	0	0
22	45	10	0	0	0	0	0	0
23	0	0	0	0	0	0	0	0
24	7	10	0	0	0	0	0	0
25	0	0	0	0	0	0	0	0
26	31	10	0	0	0	0	0	0
27	0	0	0	0	0	0	0	0
28	23	10	0	0	0	0	0	0
29	69	10	0	0	0	0	0	0
30	46	10	0	0	0	0	0	0
31	4	10	0	0	0	0	0	0
32	0	0	0	0	0	0	0	0
33	28	10	0	0	0	0	0	0
34	61	10	0	0	0	0	0	0
35	0	0	0	0	0	0	0	0
36	13	12	0	0	0	0	0	0
37	92	16	0	0	0	0	0	0
38	0	0	0	0	0	0	0	0
39	46	10	0	0	0	0	0	0

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Miles of Pipeline Operated at end of Year (continued)

5.) Report under (C), the total miles of pipeline owned in undivided joint interests and operated by others. Name each pipeline and give names of owning companies.

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Line No.	OP AT END OF YR TRUNK LINES FOR PRODUCTS Miles (h)	OP AT END OF YR TRUNK LINES FOR PRODUCTS Size of Line (in inches) (i)	CHG IN MILES OPR DUR THE YR INCREASES Gathering Lines (j)	CHG IN MILES OPR DUR THE YR INCREASES TRUNK LINES For Crude Oil (k)	CHG IN MILES OPR DUR THE YEAR INCREASES TRUNK LINES For Products (l)	CHG IN MILES OPR DUR THE YEAR DECREASES Gathering Lines (m)	CHG IN MILES OPR DUR THE YEAR DECREASES TRUNK LINES For Crude Oil (n)	CHG IN MILES OPR DUR THE YEAR DECREASES TRUNK LINES For Products (o)
	(A) OWNED AND OPERATED BY RESPONDENT							
1	0	0	0	0	0	0	0	0
2	4	10	0	0	0	0	0	0
3	0	0	0	0	0	0	0	0
4	28	10	0	0	0	0	0	0
5	0	0	0	0	0	0	0	0
6	9	10	0	0	0	0	0	0
7	0	0	0	0	0	0	0	0
8	51	12	0	0	0	0	0	0
9	0	0	0	0	0	0	0	0
10	10	4	0	0	0	0	0	0
11	0	0	0	0	0	0	0	0
12	0	6	0	0	0	0	0	0
13	0	0	0	0	0	0	0	0
14	0	6	0	0	0	0	0	0
15	3	4	0	0	0	0	0	0
16	0	4	0	0	0	0	0	0
17	0	0	0	0	0	0	0	0
18	0	4	0	0	0	0	0	0
19	8	6	0	0	0	0	0	0
20	0	0	0	0	0	0	0	0
21	29	12	0	0	0	0	0	0
22	23	4	0	0	0	0	0	0
23	60	6	0	0	0	0	0	0
24	8	8	0	0	0	0	0	0
25	17	8	0	0	0	0	0	0
26	1	6	0	0	0	0	0	0
27	0	0	0	0	0	0	0	0
28	4	4	0	0	0	0	0	0
29	0	0	0	0	0	0	0	0
30	1	4	0	0	0	0	0	0
31	10	4	0	0	0	0	0	0
32	0	0	0	0	0	0	0	0
33	1	4	0	0	0	0	0	0
34	1	4	0	0	0	0	0	0
35	24	6	0	0	0	0	0	0
36	0	0	0	0	0	0	0	0
37	91	10	0	0	0	0	0	0
38	25	6	0	0	0	0	0	0
39	3	10	0	0	0	0	0	0

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Miles of Pipeline Operated at end of Year (continued)

5.) Report under (C), the total miles of pipeline owned in undivided joint interests and operated by others. Name each pipeline and give names of owning companies.

6.) Report under (D), the respondent operating lines not owned by it, but leased from others, when leases are for reasonably long terms and consist of an imporant part of the respondent's pipeline. The lessor company should omit from its schedule such mileages leased to others.

7.) Omit minor gathering line facilities under temporary or short-term lease from this classification; the lessor should include such lines in its wholly owned and operated lines.

Line No.	OP AT END OF YR TRUNK LINES FOR PRODUCTS Miles (h)	OP AT END OF YR TRUNK LINES FOR PRODUCTS Size of Line (in inches) (i)	CHG IN MILES OPR DUR THE YR INCREASES Gathering Lines (j)	CHG IN MILES OPR DUR THE YR INCREASES TRUNK LINES For Crude Oil (k)	CHG IN MILES OPR DUR THE YEAR INCREASES TRUNK LINES For Products (l)	CHG IN MILES OPR DUR THE YEAR DECREASES Gathering Lines (m)	CHG IN MILES OPR DUR THE YEAR DECREASES TRUNK LINES For Crude Oil (n)	CHG IN MILES OPR DUR THE YEAR DECREASES TRUNK LINES For Products (o)
	(A) OWNED AND OPERATED BY RESPONDENT							
1	10	10	0	0	0	0	0	0
2	23	8	0	0	0	0	0	0
3	1	6	0	0	0	0	0	0
4	0	0	0	0	0	0	0	0
5	3	4	0	0	0	0	0	0
6	0	0	0	0	0	0	0	0
7	1	4	0	0	0	0	0	0
8	0	0	0	0	0	0	0	0
9	27	6	0	0	0	0	0	0
10	24	6	0	0	0	0	0	0
11	5	6	0	0	0	0	0	0
12	22	8	0	0	0	0	0	0
13	0	0	0	0	0	0	0	0
14	10	8	0	0	0	0	0	0
15	0	0	0	0	0	0	0	0
16	4	6	0	0	0	0	0	0
17	0	0	0	0	0	0	0	0
18	3	6	0	0	0	0	0	0
19	0	0	0	0	0	0	0	0
20	1	6	0	0	0	0	0	0
21	0	0	0	0	0	0	0	0
22	23	6	0	0	0	0	0	0
23	0	2	0	0	0	0	0	0
24	0	0	0	0	0	0	0	0
25	10	6	0	0	0	0	0	0
26	0	0	0	0	0	0	0	0
27	0	4	0	0	0	0	0	0
28	0	0	0	0	0	0	0	0
29	0	3	0	0	0	0	0	0
30	0	0	0	0	0	0	0	0
31	0	4	0	0	0	0	0	0
32	0	0	0	0	0	0	0	0
33	0	4	0	0	0	0	0	0
34	0	0	0	0	0	0	0	0
35	0	0	0	0	0	0	0	0
36	0	0	0	0	0	0	0	0
37	13	4	0	0	0	0	0	0
38	9	8	0	0	0	0	0	0
39	0	6	0	0	0	0	0	0

Name of Respondent 20110419-8022 FERC PDF (Unofficial) 04/18/2011 Mid-America Pipeline Company, LLC	This Report Is: (1) [X] An Original (2) [ ] A Resubmission	Date of Report (Mo, Da, Yr) / /	Year/Period of Report End of 2010/Q4

Miles of Pipeline Operated at end of Year (continued)

5.) Report under (C), the total miles of pipeline owned in undivided joint interests and operated by others. Name each pipeline and give names of owning companies.

6.) Report under (D), the respondent operating lines not owned by it, but leased from others, when leases are for reasonably long terms and consist of an imporant part of the respondent's pipeline. The lessor company should omit from its schedule such mileages leased to others.

7.) Omit minor gathering line facilities under temporary or short-term lease from this classification; the lessor should include such lines in its wholly owned and operated lines.

Line No.	OP AT END OF YR TRUNK LINES FOR PRODUCTS Miles (h)	OP AT END OF YR TRUNK LINES FOR PRODUCTS Size of Line (in inches) (i)	CHG IN MILES OPR DUR THE YR INCREASES Gathering Lines (j)	CHG IN MILES OPR DUR THE YR INCREASES TRUNK LINES For Crude Oil (k)	CHG IN MILES OPR DUR THE YEAR INCREASES TRUNK LINES For Products (l)	CHG IN MILES OPR DUR THE YEAR DECREASES Gathering Lines (m)	CHG IN MILES OPR DUR THE YEAR DECREASES TRUNK LINES For Crude Oil (n)	CHG IN MILES OPR DUR THE YEAR DECREASES TRUNK LINES For Products (o)
	(A) OWNED AND OPERATED BY RESPONDENT							
1	14	4	0	0	0	0	0	0
2	0	4	0	0	0	0	0	0
3	0	0	0	0	0	0	0	0
4	27	8	0	0	0	0	0	0
5	1	4	0	0	0	0	0	0
6	61	8	0	0	0	0	0	0
7	0	4	0	0	0	0	0	0
8	0	0	0	0	0	0	0	0
9	2	6	0	0	0	0	0	0
10	0	0	0	0	0	0	0	0
11	0	4	0	0	0	0	0	0
12	0	0	0	0	0	0	0	0
13	0	4	0	0	0	0	0	0
14	0	3	0	0	0	0	0	0
15	1	6	0	0	0	0	0	0
16	0	4	0	0	0	0	0	0
17	0	4	0	0	0	0	0	0
18	0	0	0	0	0	0	0	0
19	0	3	0	0	0	0	0	0
20	0	4	0	0	0	0	0	0
21	0	0	0	0	0	0	0	0
22	24	4	0	0	0	0	0	0
23	30	6	0	0	0	0	0	0
24	0	4	0	0	0	0	0	0
25	0	4	0	0	0	0	0	0
26	0	0	0	0	0	0	0	0
27	0	4	0	0	0	0	0	0
28	0	0	0	0	0	0	0	0
29	4	3	0	0	0	0	0	0
30	0	0	0	0	0	0	0	0
31	11	8	0	0	0	0	0	0
32	0	4	0	0	0	0	0	0
33	0	3	0	0	0	0	0	0
34	0	0	0	0	0	0	0	0
35	14	4	0	0	0	0	0	0
36	8	6	0	0	0	0	0	0
37	16	4	0	0	0	0	0	0
38	0	6	0	0	0	0	0	0
39	168	12	0	0	0	0	0	0

Name of Respondent 20110419-8022 FERC PDF (Unofficial) 04/18/2011 Mid-America Pipeline Company, LLC	This Report Is: (1) [X] An Original (2) [ ] A Resubmission	Date of Report (Mo, Da, Yr) / /	Year/Period of Report End of 2010/Q4

Miles of Pipeline Operated at end of Year (continued)

5.) Report under (C), the total miles of pipeline owned in undivided joint interests and operated by others. Name each pipeline and give names of owning companies.

6.) Report under (D), the respondent operating lines not owned by it, but leased from others, when leases are for reasonably long terms and consist of an imporant part of the respondent's pipeline. The lessor company should omit from its schedule such mileages leased to others.

7.) Omit minor gathering line facilities under temporary or short-term lease from this classification; the lessor should include such lines in its wholly owned and operated lines.

Line No.	OP AT END OF YR TRUNK LINES FOR PRODUCTS Miles (h)	OP AT END OF YR TRUNK LINES FOR PRODUCTS Size of Line (in inches) (i)	CHG IN MILES OPR DUR THE YR INCREASES Gathering Lines (j)	CHG IN MILES OPR DUR THE YR INCREASES TRUNK LINES For Crude Oil (k)	CHG IN MILES OPR DUR THE YEAR INCREASES TRUNK LINES For Products (l)	CHG IN MILES OPR DUR THE YEAR DECREASES Gathering Lines (m)	CHG IN MILES OPR DUR THE YEAR DECREASES TRUNK LINES For Crude Oil (n)	CHG IN MILES OPR DUR THE YEAR DECREASES TRUNK LINES For Products (o)
	(A) OWNED AND OPERATED BY RESPONDENT							
1	0	3	0	0	0	0	0	0
2	0	0	0	0	0	0	0	0
3	2	4	0	0	0	0	0	0
4	0	4	0	0	0	0	0	0
5	0	4	0	0	0	0	0	0
6	0	6	0	0	0	0	0	0
7	38	8	0	0	0	0	0	0
8	39	8	0	0	0	0	0	0
9	37	8	0	0	0	0	0	0
10	39	8	0	0	0	0	0	0
11	39	8	0	0	0	0	0	0
12	39	8	0	0	0	0	0	0
13	66	8	0	0	0	0	0	0
14	38	10	0	0	0	0	0	0
15	39	10	0	0	0	0	0	0
16	37	10	0	0	0	0	0	0
17	38	10	0	0	0	0	0	0
18	39	10	0	0	0	0	0	0
19	40	10	0	0	0	0	0	0
20	66	10	0	0	0	0	0	0
21	17	12	0	0	0	0	0	0
22	9	12	0	0	0	0	0	0
23	9	12	0	0	0	0	0	0
24	0	0	0	0	0	0	0	0
25	0	0	0	0	0	0	0	0
26	42	10	0	0	0	0	0	0
27	12	10	0	0	0	0	0	0
28	17	6	0	0	0	0	0	0
29	17	10	0	0	0	0	0	0
30	27	4	0	0	0	0	0	0
31	27	6	0	0	0	0	0	0
32	54	6	0	0	0	0	0	0
33	0	2	0	0	0	0	0	0
34	0	3	0	0	0	0	0	0
35	0	4	0	0	0	0	0	0
36	3	4	0	0	0	0	0	0
37	0	0	0	0	0	0	0	0
38	3	4	0	0	0	0	0	0
39	0	0	0	0	0	0	0	0

Name of Respondent	This Report Is:	Date of Report (Mo, Da, Yr)	Year/Period of Report
20110419-8022 FERC PDF (Unofficial) 04/18/2011 Mid-America Pipeline Company, LLC	(1) [X] An Original (2) [ ] A Resubmission	/ /	End of 2010/Q4

Miles of Pipeline Operated at end of Year (continued)

5.) Report under (C), the total miles of pipeline owned in undivided joint interests and operated by others. Name each pipeline and give names of owning companies.

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Line No.	OP AT END OF YR TRUNK LINES FOR PRODUCTS Miles (h)	OP AT END OF YR TRUNK LINES FOR PRODUCTS Size of Line (in inches) (i)	CHG IN MILES OPR DUR THE YR INCREASES Gathering Lines (j)	CHG IN MILES OPR DUR THE YR INCREASES TRUNK LINES For Crude Oil (k)	CHG IN MILES OPR DUR THE YEAR INCREASES TRUNK LINES For Products (l)	CHG IN MILES OPR DUR THE YEAR DECREASES Gathering Lines (m)	CHG IN MILES OPR DUR THE YEAR DECREASES TRUNK LINES For Crude Oil (n)	CHG IN MILES OPR DUR THE YEAR DECREASES TRUNK LINES For Products (o)
	(A) OWNED AND OPERATED BY RESPONDENT							
1	30	4	0	0	0	0	0	0
2	0	0	0	0	0	0	0	0
3	42	10	0	0	0	0	0	0
4	12	10	0	0	0	0	0	0
5	0	0	0	0	0	0	0	0
6	0	0	0	0	0	0	0	0
7	45	12	0	0	0	0	0	0
8	31	10	0	0	0	0	0	0
9	35	10	0	0	0	0	0	0
10	57	10	0	0	0	0	0	0
11	52	8	0	0	0	0	0	0
12	46	8	0	0	0	0	0	0
13	27	8	0	0	0	0	0	0
14	48	8	0	0	0	0	0	0
15	56	8	0	0	0	0	0	0
16	21	8	0	0	0	0	0	0
17	28	8	0	0	0	0	0	0
18	0	6	0	0	0	0	0	0
19	0	0	0	0	0	0	0	0
20	4	8	0	0	0	0	0	0
21	0	4	0	0	0	0	0	0
22	0	6	0	0	0	0	0	0
23	0	0	0	0	0	0	0	0
24	0	8	0	0	0	0	0	0
25	0	0	0	0	0	0	0	0
26	69	6	0	0	0	0	0	0
27	107	6	0	0	0	0	0	0
28	70	8	0	0	0	0	0	0
29	4	10	0	0	0	0	0	0
30	4	6	0	0	0	0	0	0
31	13	6	0	0	0	0	0	0
32	13	10	0	0	0	0	0	0
33	1	6	0	0	0	0	0	0
34	0	6	0	0	0	0	0	0
35	8	8	0	0	0	0	0	0
36	32	8	0	0	0	0	0	0
37	0	8	0	0	0	0	0	0
38	0	0	0	0	0	0	0	0
39	0	4	0	0	0	0	0	0

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Name of Respondent	This Report Is:	Date of Report (Mo, Da, Yr)	Year/Period of Report
Mid-America Pipeline Company, LLC	(1) [X] An Original (2) [ ] A Resubmission	/ /	End of 2010/Q4

Miles of Pipeline Operated at end of Year (continued)

5.) Report under (C), the total miles of pipeline owned in undivided joint interests and operated by others. Name each pipeline and give names of owning companies.

6.) Report under (D), the respondent operating lines not owned by it, but leased from others, when leases are for reasonably long terms and consist of an imporant part of the respondent's pipeline. The lessor company should omit from its schedule such mileages leased to others.

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Line No.	OP AT END OF YR TRUNK LINES FOR PRODUCTS Miles (h)	OP AT END OF YR TRUNK LINES FOR PRODUCTS Size of Line (in inches) (i)	CHG IN MILES OPR DUR THE YR INCREASES Gathering Lines (j)	CHG IN MILES OPR DUR THE YR INCREASES TRUNK LINES For Crude Oil (k)	CHG IN MILES OPR DUR THE YEAR INCREASES TRUNK LINES For Products (l)	CHG IN MILES OPR DUR THE YEAR DECREASES Gathering Lines (m)	CHG IN MILES OPR DUR THE YEAR DECREASES TRUNK LINES For Crude Oil (n)	CHG IN MILES OPR DUR THE YEAR DECREASES TRUNK LINES For Products (o)
	(A) OWNED AND OPERATED BY RESPONDENT							
1	0	6	0	0	0	0	0	0
2	0	12	0	0	0	0	0	0
3	0	10	0	0	0	0	0	0
4	0	16	0	0	0	0	0	0
5	31	8	0	0	0	0	0	0
6	0	0	0	0	0	0	0	0
7	76	10	0	0	0	0	0	0
8	92	10	0	0	0	0	0	0
9	51	10	0	0	0	0	0	0
10	23	10	0	0	0	0	0	0
11	50	10	0	0	0	0	0	0
12	29	10	0	0	0	0	0	0
13	56	10	0	0	0	0	0	0
14	7	8	0	0	0	0	0	0
15	21	10	0	0	0	0	0	0
16	52	8	0	0	0	0	0	0
17	46	8	0	0	0	0	0	0
18	28	8	0	0	0	0	0	0
19	0	0	0	0	0	0	0	0
20	3	8	0	0	0	0	0	0
21	1	8	0	0	0	0	0	0
22	0	6	0	0	0	0	0	0
23	0	6	0	0	0	0	0	0
24	0	8	0	0	0	0	0	0
25	5	4	0	0	0	0	0	0
26	23	6	0	0	0	0	0	0
27	168	12	0	0	0	0	0	0
28	0	0	0	0	0	0	0	0
29	0	0	0	0	0	0	0	0
30	21	8	0	0	0	0	0	0
31	48	8	0	0	0	0	0	0
32	51	8	0	0	0	0	0	0
33	24	8	0	0	0	0	0	0
34	21	8	0	0	0	0	0	0
35	48	8	0	0	0	0	0	0
36	52	8	0	0	0	0	0	0
37	24	8	0	0	0	0	0	0
38	0	0	0	0	0	0	0	0
39	0	0	0	0	0	0	0	0

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20110419-8022 FERC PDF (Unofficial) 04/18/2011 Mid-America Pipeline Company, LLC	(1) [X] An Original (2) [ ] A Resubmission	/ /	End of 2010/Q4

Miles of Pipeline Operated at end of Year (continued)

5.) Report under (C), the total miles of pipeline owned in undivided joint interests and operated by others. Name each pipeline and give names of owning companies.

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	(A) OWNED AND OPERATED BY RESPONDENT							
1	32	8	0	0	0	0	0	0
2	54	8	0	0	0	0	0	0
3	53	8	0	0	0	0	0	0
4	69	8	0	0	0	0	0	0
5	9	8	0	0	0	0	0	0
6	0	3	0	0	0	0	0	0
7	0	10	0	0	0	0	0	0
8	0	0	0	0	0	0	0	0
9	0	0	0	0	0	0	0	0
10	32	10	0	0	0	0	0	0
11	85	10	0	0	0	0	0	0
12	66	10	0	0	0	0	0	0
13	0	0	0	0	0	0	0	0
14	0	0	0	0	0	0	0	0
15	10	8	0	0	0	0	0	0
16	81	8	0	0	0	0	0	0
17	29	8	0	0	0	0	0	0
18	107	6	0	0	0	0	0	0
19	23	8	0	0	0	0	0	0
20	57	8	0	0	0	0	0	0
21	73	6	0	0	0	0	0	0
22	0	3	0	0	0	0	0	0
23	4	8	0	0	0	0	0	0
24	61	8	0	0	0	0	0	0
25	60	10	0	0	0	0	0	0
26	0	6	0	0	0	0	0	0
27	0	8	0	0	0	0	0	0
28	38	8	0	0	0	0	0	0
29	0	3	0	0	0	0	0	0
30	0	2	0	0	0	0	0	0
31	3	10	0	0	0	0	0	0
32	0	10	0	0	0	0	0	0
33	0	0	0	0	0	0	0	0
34	10	8	0	0	0	0	0	0
35	80	8	0	0	0	0	0	0
36	29	8	0	0	0	0	0	0
37	23	10	0	0	0	0	0	0
38	57	10	0	0	0	0	0	0
39	0	0	0	0	0	0	0	0

Name of Respondent	This Report Is:	Date of Report (Mo, Da, Yr)	Year/Period of Report
Mid-America Pipeline Company, LLC	(1) [X] An Original (2) [ ] A Resubmission	/ /	End of 2010/Q4

Miles of Pipeline Operated at end of Year (continued)

5.) Report under (C), the total miles of pipeline owned in undivided joint interests and operated by others. Name each pipeline and give names of owning companies.

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	(A) OWNED AND OPERATED BY RESPONDENT							
1	0	0	0	0	0	0	0	0
2	0	0	0	0	0	0	0	0
3	4	6	0	0	0	0	0	0
4	6	6	0	0	0	0	0	0
5	76	8	0	0	0	0	0	0
6	117	10	0	0	0	0	0	0
7	2	8	0	0	0	0	0	0
8	0	0	0	0	0	0	0	0
9	0	4	0	0	0	0	0	0
10	0	6	0	0	0	0	0	0
11	113	8	0	0	0	0	0	0
12	0	0	0	0	0	0	0	0
13	115	6	0	0	0	0	0	0
14	0	0	0	0	0	0	0	0
15	2	8	0	0	0	0	0	0
16	0	0	0	0	0	0	0	0
17	0	0	0	0	0	0	0	0
18	0	4	0	0	0	0	0	0
19	0	0	0	0	0	0	0	0
20	71	6	0	0	0	0	0	0
21	0	0	0	0	0	0	0	0
22	0	0	0	0	0	0	0	0
23	146	8	0	0	0	0	0	0
24	4	4	0	0	0	0	0	0
25	0	8	0	0	0	0	0	0
26	65	8	0	0	0	0	0	0
27	0	6	0	0	0	0	0	0
28	0	6	0	0	0	0	0	0
29	0	0	0	0	0	0	0	0

Name of Respondent 20110419-8022 FERC PDF (Unofficial) 04/18/2011 Mid-America Pipeline Company, LLC	This Report Is: (1) [X] An Original (2) [ ] A Resubmission	Date of Report (Mo, Da, Yr) / /	Year/Period of Report End of 2010/Q4

Miles of Pipeline Operated at end of Year (continued)

5.) Report under (C), the total miles of pipeline owned in undivided joint interests and operated by others. Name each pipeline and give names of owning companies.

6.) Report under (D), the respondent operating lines not owned by it, but leased from others, when leases are for reasonably long terms and consist of an imporant part of the respondent's pipeline. The lessor company should omit from its schedule such mileages leased to others.

7.) Omit minor gathering line facilities under temporary or short-term lease from this classification; the lessor should include such lines in its wholly owned and operated lines.

Line No.	OP AT END OF YR TRUNK LINES FOR PRODUCTS Miles (h)	OP AT END OF YR TRUNK LINES FOR PRODUCTS Size of Line (in inches) (i)	CHG IN MILES OPR DUR THE YR INCREASES Gathering Lines (j)	CHG IN MILES OPR DUR THE YR INCREASES TRUNK LINES For Crude Oil (k)	CHG IN MILES OPR DUR THE YEAR INCREASES TRUNK LINES For Products (l)	CHG IN MILES OPR DUR THE YEAR DECREASES Gathering Lines (m)	CHG IN MILES OPR DUR THE YEAR DECREASES TRUNK LINES For Crude Oil (n)	CHG IN MILES OPR DUR THE YEAR DECREASES TRUNK LINES For Products (o)
	(B) OWNED IN UNDIVIDED JOINT INTEREST AND OPERATED BY RESPONDENT							
40	0	0	0	0	0	0	0	0
	(C) OWNED IN UNDIVIDED JOINT INTEREST AND OPERATED BY OTHERS							
40	0	0	0	0	0	0	0	0
	(D) OWNED BY OTHERS BUT OPERATED BY RESPONDENT							
40	0	0	0	0	0	0	0	0
	7,833							

Name of Respondent	This Report Is:	Date of Report (Mo, Da, Yr)	Year/Period of Report
20110419-8022 FERC PDF (Unofficial) 04/18/2011 Mid-America Pipeline Company, LLC	(1) [X] An Original (2) [ ] A Resubmission	/ /	End of 2010/Q4

Annual Cost of Service Based Analysis Schedule

1.) Use footnotes when particulars are required or for any explanations.
2.) Enter on lines 1-9, columns (b) and (c), the value of the respondent's Operating & Maintenance Expenses,Depreciation Expense, AFUDC Depreciation, Amortization of Deferred Earnings, Rate Base, Rate of Return, Return, Income Tax Allowance, and Total Cost of Service, respectively, for the end of the current and previous calendar years. The values shall be computed consistent with the Commission's Opinion No. 154-B et al. methodology. Any item(s) not applicable to the filing, the pipeline company shall report nothing in columns (b) and (c).
3.) Enter on line 10, columns (b) and (c), total interstate operating revenue, as reported on page 301, for the current and previous calendar years.
4.) Enter on line 11, columns (b) and (c), the throughput in barrels from the Statistics of Operations schedule, page 601, line 33b, total of items (1) and (2), from the current and previous year's FERC Form No. 6.
5.) Enter on line 12, columns (b) and (c), the throughput in barrel-miles from the Statistics of Operations schedule, page 600, line 33a, total of items (1) and (2), from the current and previous year's FERC Form No. 6.
6.) If the company makes major changes to its application of the Opinion No. 154-B et al. methodology, it must describe such changes in a footnote, and calculate the amounts in columns (b) and (c) of lines No. 1-12 using the changed application.
7.) A respondent may be requested by the Commission or its staff to provide its workpapers which support the data reported on page 700.

Line No.	Item (a)	Current Year Amount (in dollars) (b)	Previous Year Amount (in dollars) (c)
1	Operating and Maintenance Expenses	142,292,190	132,963,326
2	Depreciation Expense	33,093,783	32,287,930
3	AFUDC Depreciation	1,730,035	1,672,427
4	Amortization of Deferred Earnings	7,784,213	7,011,485
5	Rate Base	1,034,012,990	1,045,917,218
6	Rate of Return % (10.25% - 10.25)	9.09	12.53
7	Return on Rate Base	93,991,780	131,053,427
8	Income Tax Allowance	31,829,944	44,107,628
9	Total Cost of Service	310,721,945	349,096,223
10	Total Interstate Operating Revenues	309,954,015	293,817,520
11	Throughput in Barrels	184,800,666	185,190,059
12	Throughput in Barrel-Miles	98,367,943,000	102,188,189,172

Name of Respondent	This Report is:	Date of Report (Mo, Da, Yr)	Year of Report
Mid-America Pipeline Company, LLC	(1) X An Original (2) __ A Resubmission	/ /	2010/Q4

FOOTNOTE DATA

Schedule Page: 700 Line No.: 9 Column: b

This line has been completed for reporting purposes only. The company reserves the right to supplement this information or to recognize alternative methodologies.

Schedule Page: 700 Line No.: 9 Column: c

This line has been completed for reporting purposes only. The company reserves the right to supplement this information or to recognize alternative methodologies.

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