Calumet Specialty Products Partners, L.P.
Form 424B5
September 12, 2011

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Filed Pursuant to Rule 424(b)(5)
Registration No. 333-170390

PROSPECTUS SUPPLEMENT
(To Prospectus dated November 22, 2010)

Calumet Specialty Products Partners, L.P.

11,000,000 Common Units

Representing Limited Partner Interests

We are offering 11,000,000 common units representing limited partner interests, including approximately 75,500 common units to be offered to certain directors of our general partner.

Our common units are traded on the NASDAQ Global Select Market under the symbol CLMT. The last reported sale price of our common units on September 8, 2011 was $18.00 per common unit.

Investing in our common units involves risks. See Risk Factors beginning on page S-16 of this prospectus supplement and on page 5 of the accompanying prospectus.

	Per Common Unit	Total
Public offering price	$ 18.00	$ 198,000,000
Underwriting discounts and commissions (1)	$ 0.72	$ 7,865,640
Proceeds to Calumet Specialty Products Partners, L.P. (before expenses)	$ 17.28	$ 190,134,360

(1) The underwriters will receive no discount or commission on the sale of an aggregate of approximately 75,500 common units to the directors of our general partner.

We have granted the underwriters a 30-day option to purchase up to an additional 1,650,000 common units from us on the same terms and conditions as set forth above if the underwriters sell more than 11,000,000 common units in this offering.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or passed upon the adequacy or accuracy of this prospectus supplement or the accompanying base prospectus. Any representation to the contrary is a criminal offense.

The underwriters expect to deliver the common units on or about September 14, 2011.

Joint Book-Running Managers

Barclays Capital	**BofA Merrill Lynch**	**Deutsche Bank Securities**	**J.P. Morgan**

Senior Co-Managers

Credit Suisse	**RBC Capital Markets**

Co-Manager

Oppenheimer & Co.

Prospectus Supplement dated September 8, 2011

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Prospectus Supplement

Prospectus

This document is in two parts. The first part is the prospectus supplement, which describes the specific terms of this offering of common units. The second part is the accompanying base prospectus, which gives more general information, some of which may not apply to this offering of common units. Generally, when we refer only to the prospectus, we are referring to both this prospectus supplement and the accompanying base prospectus combined. If the information relating to the offering varies between this prospectus supplement and the accompanying base prospectus, you should rely on the information in this prospectus supplement.

Any statement made in this prospectus or in a document incorporated by reference into this prospectus will be deemed to be modified or superseded for purposes of this prospectus to the extent that a statement contained in this prospectus supplement or in any other subsequently filed document that is also incorporated by reference into this prospectus modifies or supersedes that statement. Any statement so modified or superseded will not be deemed, except as so modified or superseded, to constitute a part of this prospectus. Please read Incorporation of Documents by Reference on page S-37 of this prospectus supplement.

You should rely only on the information contained in or incorporated by reference in this prospectus supplement, the accompanying base prospectus and any free writing prospectus prepared by or on behalf of us relating to this offering of common units. We have not, and the underwriters have not, authorized anyone to provide you with additional or different information. If anyone provides you with additional, different or inconsistent information, you should not rely on it. We are not, and the underwriters are not, making an offer to sell these securities in any jurisdiction where an offer or sale is not permitted. You should not assume that the information contained in this prospectus supplement, the accompanying base prospectus or any free writing prospectus is accurate as of any date other than the dates on the front of these documents or that any information we have incorporated by reference is accurate as of any date other than the date of the document incorporated by reference. Our business, financial condition, results of operations or prospects may have changed since such dates.

Please read Forward-Looking Statements on page S-39 of this prospectus supplement.

SUMMARY

This summary highlights the information contained elsewhere in this prospectus supplement and the accompanying base prospectus. This summary does not contain all of the information that you should consider before investing in our common units. You should read the entire prospectus supplement, the accompanying base prospectus, the documents incorporated herein by reference and the other documents to which we refer for a more complete understanding of this offering. Unless we indicate otherwise, the information presented in this prospectus supplement assumes that the underwriters option to purchase additional common units is not exercised. You should read Risk Factors beginning on page S-16 of this prospectus supplement and on page 5 of the accompanying base prospectus for more information about important risks that you should consider carefully before buying our common units. References in this prospectus supplement or the accompanying base prospectus to Calumet, the Partnership, we, our, us or like terms refer to Calumet Specialty Products Partners, L.P. and its subsidiaries. References in this prospectus supplement or the accompanying base prospectus to our general partner refer to Calumet GP, LLC.

Calumet Specialty Products Partners, L.P.

We are a leading independent producer of high-quality, specialty hydrocarbon products in North America. We own plants located in Princeton, Louisiana (Princeton), Cotton Valley, Louisiana (Cotton Valley), Shreveport, Louisiana (Shreveport), Karns City, Pennsylvania (Karns City), and Dickinson, Texas (Dickinson), and a terminal located in Burnham, Illinois (Burnham). We also have contractual arrangements with LyondellBasell and other third parties that provide us additional volumes of finished products for our specialty products segment. Our business is organized into two segments: specialty products and fuel products. In our specialty products segment, we process crude oil and other feedstocks into a wide variety of customized lubricating oils, white mineral oils, solvents, petrolatums and waxes. Our specialty products are sold to domestic and international customers who purchase them primarily as raw material components for basic industrial, consumer and automotive goods. In our fuel products segment, we process crude oil into a variety of fuel and fuel-related products, including gasoline, diesel and jet fuel. In connection with our production of specialty products and fuel products, we also produce asphalt and a limited number of other by-products. For the year ended December 31, 2010, approximately 64.3% of our sales and 94.3% of our gross profit was generated from our specialty products segment and approximately 35.7% of our sales and 5.7% of our gross profit was generated from our fuel products segment. For the six months ended June 30, 2011, approximately 64.5% of our sales and 109.0% of our gross profit was generated from our specialty products segment and approximately 35.5% of our sales and (9.0)% of our gross profit was generated from our fuel products segment.

Our Assets

Our operating assets and contractual arrangements consist of our:

Princeton Refinery. Our Princeton refinery, located in northwest Louisiana and acquired in 1990, produces specialty lubricating oils, including process oils, base oils, transformer oils and refrigeration oils that are used in a variety of industrial and automotive applications. The Princeton refinery has aggregate crude oil throughput capacity of approximately 10,000 barrels per day (bpd) and had average daily crude oil throughput of approximately 6,100 bpd in 2010 and approximately 6,600 bpd for the six months ended June 30, 2011.

Cotton Valley Refinery. Our Cotton Valley refinery, located in northwest Louisiana and acquired in 1995, produces specialty solvents that are used principally in the manufacture of paints, cleaners, automotive products and drilling fluids. The Cotton Valley refinery has aggregate crude oil throughput capacity of approximately 13,500 bpd and had average daily crude oil throughput of approximately 5,500 bpd in 2010 and approximately 5,700 bpd for the six months ended June 30, 2011.

Shreveport Refinery. Our Shreveport refinery, located in northwest Louisiana and acquired in 2001, produces specialty lubricating oils and waxes, as well as fuel products such as gasoline, diesel and jet fuel. The Shreveport refinery has aggregate crude oil throughput capacity of approximately 60,000 bpd and had an average daily crude oil throughput of approximately 36,000 bpd in 2010 and approximately 38,900 bpd for the six months ended June 30, 2011.

Karns City Facility. Our Karns City facility, located in western Pennsylvania and acquired in 2008, produces white mineral oils, petrolatums, solvents, gelled hydrocarbons, cable fillers, and natural petroleum sulfonates. The Karns City facility has aggregate feedstock throughput capacity of approximately 5,500 bpd.

Dickinson Facility. Our Dickinson facility, located in southeastern Texas and acquired in 2008, produces white mineral oils, compressor lubricants and natural petroleum sulfonates. The Dickinson facility has aggregate feedstock throughput capacity of approximately 1,300 bpd.

Distribution and Logistics Assets. We own and operate a terminal in Burnham, Illinois with a storage capacity of approximately 150,000 barrels that facilitates the distribution of products in the Upper Midwest and East Coast regions of the United States and in Canada. In addition, we use approximately 1,875 leased railcars to receive crude oil or distribute our products throughout the United States and Canada. We also have approximately 6.0 million barrels of aggregate storage capacity at our facilities and leased storage locations.

LyondellBasell Agreements. In November 2009, we entered into agreements with Houston Refining LP, a wholly owned subsidiary of LyondellBasell (Houston Refining), to form a long-term specialty products affiliation. The initial term of the agreements expires on October 31, 2014, after which it is automatically extended for additional one-year terms until either party terminates with 24 months notice. Under the terms of the agreements, (i) we are required to purchase at least a minimum volume of 3,100 bpd of naphthenic lubricating oils produced at Houston Refining s Houston, Texas refinery, and we have a right of first refusal to purchase any additional naphthenic lubricating oils produced at the refinery, and (ii) Houston Refining is required to process a minimum of 800 bpd of white mineral oil for us at its Houston, Texas refinery, which supplements the white mineral oil production at our Karns City and Dickinson facilities. LyondellBasell also granted us rights to use certain registered trademarks and tradenames, including Tufflo, Duoprime, Duotreat, Crystex, Ideal and Aquamarine.

Business Strategies

Our management team is dedicated to improving our operations by executing the following strategies:

Concentrate on Stable Cash Flows. We intend to continue to focus on generating stable cash flows from our business and assets. For the year ended December 31, 2010 and the six months ended June 30, 2011, approximately 64.3% and 64.5%, respectively, of our sales and 94.3% and 109.0%, respectively, of our gross profit were generated by the sale of specialty products, a segment of our business that is characterized by stable customer relationships due to our customers requirements for the highly specialized products that we provide. In addition, we manage our exposure to crude oil price fluctuations in this segment by passing on incremental feedstock costs to our specialty products customers and, historically, by maintaining a shorter-term crude oil hedging program. In our fuel products segment, we seek to mitigate our exposure to fuel products margin volatility by maintaining a longer-term fuel products hedging program. For the year ended December 31, 2010 and the six months ended June 30, 2011, we hedged the crack spread for approximately 80% of our fuel products sales volumes, respectively, and we realized $11.0 million in gains and $48.4 million in losses, respectively, from this program. We believe the diversity of our products, our broad customer base and our hedging activities help contribute to the stability of our cash flows.

Develop and Expand Our Customer Relationships. Due to the specialized nature of, and the long lead-time associated with, the development and production of many of our specialty products, our customers are incentivized to continue their relationships with us. We believe that our larger competitors do not work with customers as we do from product design to delivery for smaller volume specialty products like ours. We intend to continue to assist our existing customers in their efforts to expand their product offerings as well as marketing specialty product formulations to new customers. By striving to maintain our long-term relationships with our broad base of existing customers and by adding new customers, we seek to limit our dependence on any one portion of our customer base.

Enhance Profitability of Our Existing Assets. We continue to evaluate opportunities to improve our existing asset base to increase our throughput, profitability and cash flows. Following each of our asset acquisitions, we have undertaken projects designed to maximize the profitability of our acquired assets. We intend to further increase the profitability of our existing asset base through various measures which may include changing the product mix of our processing units, debottlenecking and expanding units as necessary to increase throughput, restarting idle assets and reducing costs by improving operations. For example, in late 2004 at the Shreveport refinery, we recommissioned certain of its previously idled fuels production units, refurbished existing fuels production units, converted existing units to improve gasoline blending profitability and expanded capacity to approximately 42,000 bpd to increase lubricating oil and fuels production. Also, in December 2006, we commenced construction of an expansion project at our Shreveport refinery that was completed and operational in May 2008, to increase its aggregate crude oil throughput capacity from 42,000 bpd to approximately 60,000 bpd. We also continue to focus on optimizing current operations through energy savings initiatives, product quality enhancements, and product yield improvements. We intend to continue this approach with our existing assets.

Pursue Strategic and Complementary Acquisitions. Since 1990, our management team has demonstrated the ability to identify opportunities to acquire assets and product lines where we can enhance operations and improve profitability. We will continue to consider strategic acquisitions of assets or agreements with third parties that offer the opportunity for operational efficiencies, the potential for increased utilization and expansion of facilities, or the expansion of product offerings in our fuels and specialty products segments. In addition, we may pursue selected acquisitions in new geographic or product areas to the extent we perceive similar opportunities. For example, in 2008, we acquired Penreco from ConocoPhillips Company and M.E. Zukerman Specialty Oil Corporation, and, in 2009, we entered into sales and processing agreements with Houston Refining related to naphthenic lubricating and white mineral oils. We recently agreed to acquire from Murphy Oil Corporation (Murphy Oil) its Superior, Wisconsin refinery and other related assets. We expect this acquisition to close by the end of the third quarter of 2011, subject to customary closing conditions. Please read Recent Developments Superior Acquisition and Superior Acquisition for more information abou this acquisition.

Competitive Strengths

We believe that we are well positioned to execute our business strategies successfully based on the following competitive strengths:

We Offer Our Customers a Diverse Range of Specialty Products. We offer a wide range of over 1,000 specialty products. We believe that our ability to provide our customers with a more diverse selection of products than our competitors generally gives us an advantage in

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competing for new business. We believe that we are the only specialty products manufacturer that produces all four of naphthenic lubricating oils, paraffinic lubricating oils, waxes and solvents. A contributing factor in our ability to produce numerous specialty products is our ability to ship products between our facilities for product upgrading in order to meet customer specifications.

We Have Strong Relationships with a Broad Customer Base. We have long-term relationships with many of our customers, and we believe that we will continue to benefit from these relationships. Our customer base includes over 2,600 active accounts, and we are continually seeking new customers. No single customer accounted for more than 10% of our consolidated sales in each of the years ended December 31, 2010 and 2009 or for the six months ended June 30, 2011.

Our Facilities Have Advanced Technology. Our facilities are equipped with advanced, flexible technology that allows us to produce high-grade specialty products and to produce fuel products that comply with low sulfur fuel regulations. For example, our Shreveport and Cotton Valley refineries have the capability to make ultra low sulfur diesel (ULSD), and all of the Shreveport refinery s gasoline production meets federally mandated low sulfur standards and newly implemented Mobile Source Air Toxic Rule II (MSAT II) standards set by the U.S. Environmental Protection Agency (EPA) requiring the reduction of benzene levels in gasoline. Also, unlike larger refineries, which lack some of the equipment necessary to achieve the narrow distillation ranges associated with the production of specialty products, our operations are capable of producing a wide range of products tailored to our customers needs.

We Have an Experienced Management Team. Our management has a proven track record of enhancing value through the acquisition, exploitation and integration of refining assets and the development and marketing of specialty products. Our senior management team, the majority of whom have been working together since 1990, has an average of approximately 25 years of industry experience. Our team s extensive experience and contacts within the refining industry provide a strong foundation and focus for managing and enhancing our operations, accessing strategic acquisition opportunities and constructing and enhancing the profitability of new assets.

Recent Developments

Superior Acquisition

On July 25, 2011, we entered into a definitive agreement (the Acquisition Agreement) with Murphy Oil to acquire (the Superior Acquisition) its refinery in Superior, Wisconsin and certain associated operating assets and inventories and related businesses. The assets to be acquired (collectively, the Superior Business) include:

a refinery (the Superior Refinery) with crude oil throughput capacity of approximately 45,000 bpd that produces gasoline, diesel, asphalt, bunker fuel and specialty petroleum products that are marketed in the Midwest region of the United States, including the surrounding border states, and Canada;

a distribution network for fuel and asphalt products (the Superior Wholesale Fuel and Asphalt Business) operated through various owned and leased terminals located in Wisconsin, Minnesota, Nebraska and Utah and associated inventories and logistics assets located at each of the terminals; and

Murphy Oil s SPUR branded gasoline wholesale franchise business.

The aggregate purchase price for the Superior Acquisition is $214 million, plus the market value

of the Superior Business hydrocarbon inventories at closing (estimated to be approximately $275 million as of June 30, 2011 and approximately $250 million as of July 31, 2011), the reimbursement of certain capital expenditures to be incurred by Murphy Oil before the closing (estimated to be approximately $4 million as of June 30, 2011 and July 31, 2011), and the assumption of certain liabilities. The purchase price is subject to customary purchase price adjustments.

The Superior Business will provide greater scale, geographic diversity and development potential to our refining business. Our current total refining throughput capacity will increase by 50% to 135,000 bpd.

The Superior Business is well-positioned to serve profitable niche refining markets in the Midwest region of the United States. The Superior Refinery has access to advantageously priced inland crudes, including North Dakota Light Sweet and a variety of Canadian crudes. Pricing for these crude oil grades is tied to the price of West Texas Intermediate (WTI) crude, which over the past six months has increasingly traded at an unprecedented discount to waterborne crudes, such as Brent and Louisiana Light Sweet (LLS), due to logistical constraints and global supply issues. This has lowered crude oil costs for the Superior Refinery and contributed to the opportunity for strong refining margins at the Superior Refinery.

On a historical basis for the year ended December 31, 2010 and the six months ended June 30, 2011, the Superior Business generated sales of approximately $1,091 million and $669 million, respectively, and Adjusted EBITDA of approximately $56 million and $41 million, respectively. Please read Summary Historical and Pro Forma Consolidated Financial and Operating Data Non-GAAP Financial Measures Partnership and Pro Forma Financial Information and Superior Business Financial Information for our definition of Adjusted EBITDA and a reconciliation of Adjusted EBITDA of the Superior Business to its most comparable GAAP financial measure.

We expect the Superior Acquisition to close by the end of the third quarter of 2011, subject to customary closing conditions. For more information about the Superior Acquisition, please read Superior Acquisition as well as the audited and unaudited financial statements for the Superior Business and the notes related thereto and our unaudited pro forma consolidated financial statements and the notes related thereto contained in this prospectus supplement.

We intend to fund the Superior Acquisition with net proceeds from this offering of common units and a proportionate capital contribution by our general partner (allowing our general partner to maintain its 2.0% general partner interest in the Partnership), net proceeds from a concurrent private placement of approximately $200 million aggregate principal amount of 93/8% senior notes due 2019 (the New 2019 Senior Notes), and borrowings under our revolving credit facility. The closing of this common units offering is not conditioned on, nor is it a condition to, the closing of the Superior Acquisition, nor is it conditioned on the closing of our concurrent private placement of the New 2019 Senior Notes. Accordingly, if you decide to purchase common units in this offering, you should be willing to do so whether or not we complete the Superior Acquisition or obtain related debt financing through our concurrent private placement of the New 2019 Senior Notes.

Concurrent Private Placement of Senior Notes

Concurrently with this offering, we have launched and priced a private placement of the New 2019 Senior Notes to qualified institutional buyers pursuant to Rule 144A under the Securities Act of 1933 and to persons outside the United States pursuant to Regulation S under the Securities Act. The New 2019 Notes are expected to have terms and covenants substantially identical to, but will not be fungible with, our outstanding 93/8% Senior Notes due 2019 sold on April 21, 2011 (the Original 2019 Notes). The net proceeds of our concurrent private placement of the New 2019 Senior Notes will be used to fund a portion of the purchase price of the Superior Acquisition and related expenses and will be held in escrow pending such use. Our concurrent private placement of the New 2019 Senior Notes is being made by a separate offering memorandum and is not part of the offering to which this prospectus supplement relates.

Neither the closing of the Superior Acquisition nor the closing of this

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common units offering is conditioned on the closing of our concurrent private placement of the New 2019 Senior Notes, although the closing of our private placement of the New 2019 Senior Notes is conditioned on the closing of this common units offering. The New 2019 Senior Notes will not be registered under the Securities Act and will only be offered to qualified investors and to persons outside of the United States. **This prospectus supplement shall not be deemed an offer to sell or a solicitation of an offer to buy the New 2019 Senior Notes**.

Revolving Credit Facility Capacity Increase

Our senior secured revolving credit facility includes a $300 million incremental uncommitted expansion feature. Concurrent with closing the Superior Acquisition, we expect to increase the maximum availability under our revolving credit facility from $550 million to $850 million, subject to borrowing base limitations. This increase will provide us with increased liquidity to help finance our additional working capital requirements associated with operating the Superior Business. The effectiveness of the increase in the maximum availability under our revolving credit facility is subject to the satisfaction of certain terms and conditions, including the closing of the Superior Acquisition. As of June 30, 2011, on an as adjusted basis, after giving effect to this increase in our revolving credit facility s maximum availability, borrowings under our revolving credit facility and the application thereof to fund a portion of the purchase price and related expenses of the Superior Acquisition and the completion of the transactions contemplated by the Superior Acquisition, we estimate that we would have approximately $188.1 million in further availability under our revolving credit facility after giving effect to borrowing base limitations.

Partnership Structure and Management

Calumet Specialty Products Partners, L.P. is a Delaware limited partnership formed on September 27, 2005. Our general partner is Calumet GP, LLC, a Delaware limited liability company. As of September 6, 2011, we had 39,779,778 common units and 811,832 general partner units outstanding. Our general partner owns a 2.0% general partner interest and has sole responsibility for conducting our business and managing our operations.

Our principal executive office is located at 2780 Waterfront Parkway East Drive, Suite 200, Indianapolis, Indiana 46214. Our telephone number is (317) 328-5660.

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The Offering

Common units offered	11,000,000 common units. 1,650,000 common units, if the underwriters exercise their option to purchase additional common units in full.
Common units outstanding after this offering	50,779,778 common units, representing a 98.0% limited partner interest in us. 52,429,778 common units, representing a 98.0% limited partner interest in us, if the underwriters exercise their option to purchase additional common units in full.
Use of proceeds	We estimate that we will receive net proceeds from this offering of approximately \$193.3 million, including our general partner s proportionate capital contribution of approximately \$4.0 million to maintain its 2% general partner interest in us and after deducting underwriting discounts and commissions and estimated offering expenses. If the underwriters exercise their option to purchase the 1,650,000 additional common units in full, we expect to receive additional net proceeds of approximately \$29.1 million, including our general partner s proportionate capital contribution of approximately \$0.6 million. We expect to use the net proceeds from this offering, including any net proceeds from the underwriters exercise of their option to purchase additional common units, if exercised prior to the closing of the Superior Acquisition, to fund a portion of the purchase price of the Superior Acquisition and related expenses. Pending the closing of the Superior Acquisition, we will use approximately \$34.7 million of the net proceeds from this offering to repay borrowings outstanding under our revolving credit facility and invest the remainder of the net proceeds from this offering in short-term liquid investment grade securities. At the closing of the Superior Acquisition, we will re-borrow such amounts under our revolving credit facility and liquidate the short-term investments to fund a portion of the purchase price and related expenses. If the Superior Acquisition does not close, or if the underwriters option to purchase additional common units is exercised after the closing of the Superior Acquisition, we intend to use the net proceeds from this offering allocated for investment in short-term liquid investment grade securities for general partnership purposes, including working capital, capital expenditures and acquisitions. Affiliates of certain of the underwriters participating in this offering are lenders under our revolving credit facility and, in such capacity, will receive a portion of the proceeds from this offering through the repayment of borrowings outstanding.

Please read Use of Proceeds on page S-20 and Underwriting (Conflicts of Interest) on page S-31.

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Cash distributions	We paid a quarterly cash distribution of $0.495 per unit for the quarter ended June 30, 2011, or $1.98 per unit on an annualized basis, on August 12, 2011. Within 45 days after the end of each quarter, we distribute our available cash to unitholders of record on the applicable record date. In general, we will pay any cash distributions we make each quarter in the following manner: first, 98.0% to the holders of common units, pro rata, and 2.0% to our general partner, until each common unit has received a minimum quarterly distribution of $0.45 per unit; and second, 98.0% to the holders of common units, pro rata, and 2.0% to our general partner, until each common unit has received a target distribution of $0.495 per unit. If cash distributions to our unitholders exceed $0.495 per unit in any quarter, our general partner will receive a higher percentage of the cash we distribute in excess of that amount, in increasing percentages up to 50%. We refer to the amount of these distributions in excess of the 2.0% general partner interest as incentive distributions.
Estimated ratio of taxable income to distributions	We estimate that if you own the common units you purchase in this offering through the record date for distributions for the period ending December 31, 2013, you will be allocated, on a cumulative basis, a net amount of federal taxable income for that period that will be approximately 25% of the cash distributed to you with respect to that period. For example, if you receive an annual distribution of $1.98 per unit, we estimate that your average allocable federal taxable income per year will be approximately $0.495 per unit. Please read Tax Considerations in this prospectus supplement.
Material tax consequences	For a discussion of other material U.S. federal income tax consequences that may be relevant to prospective unitholders who are individual citizens or residents of the United States, please read Tax Considerations in this prospectus supplement and Material U.S. Federal Income Tax Consequences in the accompanying base prospectus.
Trading	Our common units are traded on the NASDAQ Global Select Market under the symbol CLMT.

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Summary Historical and Pro Forma Consolidated Financial and Operating Data

The summary historical consolidated financial and operating data as of and for the years ended December 31, 2010, 2009 and 2008 set forth below are derived from our audited consolidated financial statements and are qualified in their entirety by, and should be read in conjunction with, our consolidated financial statements and the notes related thereto and Management s Discussion and Analysis of Financial Condition and Results of Operations contained in our Annual Report on Form 10-K for the year ended December 31, 2010.

The summary historical consolidated financial and operating data as of June 30, 2011 and for the six months ended June 30, 2011 set forth below are derived from our unaudited consolidated financial statements and are qualified in their entirety by, and should be read in conjunction with, our consolidated financial statements and the notes related thereto and Management s Discussion and Analysis of Financial Condition and Results of Operations contained in our Quarterly Report on Form 10-Q for the quarter ended June 30, 2011.

The summary pro forma consolidated financial data as of June 30, 2011 and for the year ended December 31, 2010 and for the six months ended June 30, 2011 are derived from, and that information should be read together with and is qualified in its entirety by reference to, our unaudited pro forma consolidated financial statements and the notes related thereto contained in this prospectus supplement. The pro forma adjustments have been prepared as if the Superior Acquisition had taken place on June 30, 2011, in the case of the pro forma balance sheet, or as of January 1, 2010, in the case of the pro forma statements of operations for the year ended December 31, 2010 and for the six months ended June 30, 2011. The pro forma financial data give pro forma effect to (i) the sale of 4,500,000 common units on February 24, 2011 (at an offering price of $21.45 per common unit) and the receipt of approximately $92.3 million in net proceeds therefrom and our general partner s proportionate capital contribution of $2.0 million; (ii) the sale of the Original 2019 Notes and the receipt of approximately $389.0 million in net proceeds therefrom; (iii) the sale of 11,000,000 common units in this offering (at an offering price of $18.00 per unit) and the receipt of approximately $189.3 million in net proceeds therefrom and the sale of 224,490 general partner units and the receipt of our general partner s proportionate capital contribution of approximately $4.0 million; (iv) our concurrent private placement of the New 2019 Senior Notes and the receipt of approximately $180.0 million in net proceeds therefrom; (v) additional borrowing of approximately $124.1 million under our revolving credit facility; and (vi) the completion of the transactions contemplated by the Superior Acquisition, including the payment of a purchase price and related expenses of approximately $494.5 million. You should carefully review the audited and unaudited financial statements for the Superior Business and the notes related thereto and our unaudited pro forma financial statements and the notes related thereto included in this prospectus supplement.

	Pro Forma		Historical				
	Six Months Ended June 30, 2011	Year Ended December 31, 2010	Six Months Ended June 30, 2011	Six Months Ended June 30, 2010	Year Ended December 31, 2010	Year Ended December 31, 2009	Year Ended December 31, 2008
	(In thousands, except unit, per unit and operations data)						
Summary of Operations Data:							
Sales	$ 2,007,655	$ 3,280,193	$ 1,339,010	$ 999,269	$ 2,190,752	$ 1,846,600	$ 2,488,994
Cost of sales	1,872,030	3,035,482	1,241,581	917,974	1,992,003	1,673,498	2,235,111
Gross profit	135,625	244,711	97,429	81,295	198,749	173,102	253,883

Operating costs and expenses:							
Selling, general and administrative	28,977	48,636	20,995	15,491	35,224	32,570	34,267
Transportation	45,766	85,471	45,766	40,202	85,471	67,967	84,702
Taxes other than income taxes	2,563	4,601	2,563	2,123	4,601	3,839	4,598
Insurance recoveries	(8,698)		(8,698)				

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	Pro Forma		Historical				
	Six Months Ended June 30,	Year Ended December 31,	Six Months Ended June 30,		Year Ended December 31,		
	2011	2010	2011	2010	2010	2009	2008
	(In thousands, except unit, per unit and operations data)						
ther	1,238	1,963	1,238	808	1,963	1,366	1,576
perating income	65,779	104,040	35,565	22,671	71,490	67,360	128,740
ther income xpense):							
terest expense	(37,725)	(74,307)	(18,025)	(14,711)	(30,497)	(33,573)	(33,938)
terest income					70	170	388
ebt tinguishment osts	(15,130)		(15,130)				(898)
ealized gain (loss) n derivative struments	(1,984)	(7,704)	(1,984)	(5,858)	(7,704)	8,342	(58,833)
nrealized gain oss) on derivative struments	(3,541)	(15,843)	(3,541)	(15,766)	(15,843)	23,736	3,454
ain on sale of ineral rights							5,770
ther	486	1,597	103	(50)	(217)	(4,099)	11
otal other expense	(57,894)	(96,257)	(38,577)	(36,385)	(54,191)	(5,424)	(84,046)
come (loss) before come taxes	7,885	7,783	(3,012)	(13,714)	17,299	61,936	44,694
come tax expense	438	598	438	260	598	151	257
et income (loss)	$ 7,447	$ 7,185	$ (3,450)	$ (13,974)	$ 16,701	$ 61,785	$ 44,437
Veighted average mited partner units utstanding:							
asic	50,865,000	50,835,000	38,373,000	35,355,000	35,334,720	32,372,000	32,232,000
iluted	50,865,000	50,851,000	38,373,000	35,355,000	35,351,020	32,372,000	32,232,000
mited partners terest basic and luted net income oss) per unit	$ 0.14	$ 0.14	$ (0.09)	$ (0.39)	$ 0.46	$ 1.87	$ 1.35
ash distributions eclared per limited artner unit			$ 0.97	$ 0.91	$ 1.84	$ 1.81	$ 1.98

alance Sheet Data t period end):							
roperty, plant and uipment, net	$ 837,897		$ 607,422	$ 621,043	$ 612,433	$ 629,275	$ 659,684
otal assets	1,710,644		1,196,224	1,030,087	1,016,672	1,031,856	1,081,062
ccounts payable	237,549		237,549	160,679	174,715	109,976	93,855
ong-term debt	739,505		429,382	408,842	369,275	401,058	465,091
otal partners pital	550,254		358,432	422,166	398,279	485,347	473,212
ash Flow Data:							
et cash flow ovided by (used):							
perating activities			$ (70,558)	$ 42,567	$ 134,143	$ 100,854	$ 130,341
vesting activities			(18,563)	(16,896)	(34,759)	(22,714)	(480,461)
nancing activities			89,139	(25,653)	(99,396)	(78,139)	350,133
ther Financial ata:							
BITDA	$ 96,956	$ 158,603	$ 59,107	$ 30,499	$ 108,083	$ 157,244	$ 135,396
djusted EBITDA	117,128	197,008	75,494	52,259	138,462	151,117	126,534
istributable Cash ow	49,770	55,408	43,589	14,304	76,202	98,667	78,153
perating Data pd):							
otal sales olume (1)			56,619	52,166	55,668	57,086	56,232
otal feedstock ns (2)			58,986	52,774	55,957	60,081	56,243
otal facility oduction (3)			60,543	53,573	57,314	58,792	55,330

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(1) Total sales volume includes sales from the production of our facilities and certain third-party facilities pursuant to supply and/or processing agreements, and sales of inventories.

(2) Total feedstock runs represents the barrels per day of crude oil and other feedstocks processed at our facilities and certain third-party facilities pursuant to supply and/or processing agreements, including the LyondellBasell Agreements.

(3) Total facility production represents the barrels per day of specialty products and fuel products yielded from processing crude oil and other feedstocks at our facilities and certain third-party facilities pursuant to supply and/or processing agreements, including the LyondellBasell Agreements. The difference between total facility production and total feedstock runs is primarily a result of the time lag between the input of feedstocks and production of finished products and volume loss.

Non-GAAP Financial Measures

Partnership and Pro Forma Financial Information

We include in this prospectus supplement the non-GAAP financial measures EBITDA, Adjusted EBITDA and Distributable Cash Flow of the Partnership, and provide reconciliations of EBITDA, Adjusted EBITDA and Distributable Cash Flow of the Partnership to net income (loss) and net cash provided by (used in) operating activities of the Partnership, the most directly comparable financial performance and liquidity measures calculated and presented in accordance with GAAP.

EBITDA, Adjusted EBITDA and Distributable Cash Flow are used as supplemental financial measures by our management and by external users of our financial statements such as investors, commercial banks, research analysts and others, to assess:

- the financial performance of our assets without regard to financing methods, capital structure or historical cost basis;
- the ability of our assets to generate cash sufficient to pay interest costs and support our indebtedness;
- our operating performance and return on capital as compared to those of other companies in our industry, without regard to financing or capital structure; and
- the viability of acquisitions and capital expenditure projects and the overall rates of return on alternative investment opportunities.

We believe that these non-GAAP measures are useful to analysts and investors as they exclude transactions not related to our core cash operating activities and provide metrics to analyze our ability to pay distributions. We believe that excluding these transactions allows investors to meaningfully trend and analyze the performance of our core cash operations.

We define EBITDA for any period as net income (loss) plus interest expense (including debt issuance and extinguishment costs), income taxes and depreciation and amortization.

We define Adjusted EBITDA for any period as: (1) net income (loss) plus (2)(a) interest expense (including debt issuance and extinguishment costs); (b) income taxes; (c) depreciation and amortization; (d) unrealized losses from mark to market accounting for hedging activities; (e) realized gains under derivative instruments excluded from the determination of net income (loss); (f) non-cash equity based compensation expense and other non-cash items (excluding items such as accruals of cash expenses in a future period or amortization of prepaid cash expenses) that were deducted in computing net income (loss); (g) debt refinancing fees, premiums and penalties and (h) all extraordinary, unusual or non-recurring items of gain or loss, or revenue or expense; minus (3)(a) unrealized gains from mark to market accounting for hedging activities; (b) realized losses under derivative instruments excluded from the determination of net income (loss) and (c) other nonrecurring expenses and unrealized items that reduced net income (loss) for a prior period, but represent a cash item in the current period.

We define Distributable Cash Flow for any period as Adjusted EBITDA less replacement capital expenditures, turnaround costs, cash interest expense (consolidated interest expense less non-cash interest expense) and income tax expense. Distributable Cash Flow is used by us and our investors to analyze our ability to pay distributions to our unitholders.

The definitions of Adjusted EBITDA and Distributable Cash Flow that are presented in this prospectus supplement reflect the calculation of Consolidated Cash Flow contained in the indenture governing our Original 2019 Notes. We are required to report Consolidated Cash Flow to the holders of our Original 2019 Notes and Adjusted EBITDA to the lenders under our revolving credit facility, and these measures are used by them to determine our compliance with certain covenants governing those debt instruments. Please read Management s Discussion and Analysis of Financial Condition and Results of Operations Liquidity and Capital Resources Debt and Credit Facilities in our Annual Report on Form 10-K for the year ended December 31, 2010 and in our Quarterly Reports for the quarters ended March 31, 2011 and June 30, 2011 and refer to our Current Report on Form 8-K filed on June 30, 2011 for additional details regarding our revolving credit agreement and the indenture governing our Original 2019 Notes.

EBITDA, Adjusted EBITDA and Distributable Cash Flow should not be considered alternatives to net income, operating income, net cash provided by operating activities or any other measure of financial performance presented in accordance with GAAP. In evaluating our performance as measured by EBITDA, Adjusted EBITDA and Distributable Cash Flow, management recognizes and considers the limitations of these measurements. EBITDA, Adjusted EBITDA and Distributable Cash Flow do not reflect our obligations for the payment of income taxes, interest expense or other obligations such as capital expenditures. Accordingly, EBITDA, Adjusted EBITDA and Distributable Cash Flow are only three of the measurements that management utilizes. Moreover, our EBITDA, Adjusted EBITDA and Distributable Cash Flow may not be comparable to similarly titled measures of another company because all companies may not calculate EBITDA, Adjusted EBITDA and Distributable Cash Flow in the same manner.

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The following tables present a reconciliation of both net income (loss) of the Partnership to EBITDA, Adjusted EBITDA and Distributable Cash Flow of the Partnership, and Distributable Cash Flow, Adjusted EBITDA and EBITDA of the Partnership to net cash provided by (used in) operating activities of the Partnership, the most directly comparable GAAP financial performance and liquidity measures, for each of the periods indicated.

	Pro Forma		Historical				
	Six Months Ended June 30, 2011	Year Ended December 31, 2010	Six Months Ended June 30, 2011	Six Months Ended June 30, 2010	Year Ended December 31, 2010	Year Ended December 31, 2009	Year Ended December 31, 2008
	(In thousands, except unit, per unit and operations data)						
Reconciliation of net income (loss) of the Partnership to EBITDA and Adjusted EBITDA and Distributable Cash Flow of the Partnership:							
Net income (loss)	$ 7,447	$ 7,185	$ (3,450)	$ (13,974)	$ 16,701	$ 61,785	$ 44,437
Add:							
Interest expense	37,725	74,307	18,025	14,711	30,497	33,573	33,938
Debt extinguishment costs	15,130		15,130				898
Depreciation and amortization	36,216	76,513	28,964	29,502	60,287	61,735	55,866
Income tax expense	438	598	438	260	598	151	257
EBITDA	96,956	158,603	59,107	30,499	108,083	157,244	135,396
Add:							
Unrealized (gain) loss on derivatives	3,541	15,843	3,541	15,766	15,843	(23,736)	(3,454)
Realized gain (loss) on derivatives not included in net income (loss)	5,137	2,990	5,137	1,442	2,990	9,278	(8,055)
Amortization of turnaround costs	8,759	16,362	5,746	4,100	10,006	7,256	2,468
Non-cash equity based compensation	2,735	3,210	1,963	452	1,540	1,075	179
Adjusted EBITDA	117,128	197,008	75,494	52,259	138,462	151,117	126,534
Less:							
Replacement capital expenditures (1)	24,191	58,642	7,596	16,342	24,345	15,508	6,304

Cash interest expense (2)	35,225	69,311	16,370	12,805	26,633	29,901	30,543
Turnaround costs	7,504	13,049	7,501	8,548	10,684	6,890	11,277
Income tax expense	438	598	438	260	598	151	257
Distributable Cash Flow	$ 49,770	$ 55,408	$ 43,589	$ 14,304	$ 76,202	$ 98,667	$ 78,153

(1) Replacement capital expenditures are defined as those capital expenditures which do not increase operating capacity or reduce operating costs and exclude turnaround costs. For pro forma replacement capital expenditure purposes, the Superior Business s total capital expenditures of $16,595 and $34,297 were used for the six months ended June 30, 2011 and the year ended December 31, 2010, respectively.

(2) Represents consolidated interest expense less non-cash interest expense.

	Historical				
	Six Months Ended June 30,		Year Ended December 31,		
	2011	2010	2010	2009	2008
	(In thousands, except unit, per unit and operations data)				
Reconciliation of Distributable Cash Flow, Adjusted EBITDA and EBITDA of the Partnership to net cash provided by (used in) operating activities of the Partnership:					
Distributable Cash Flow	$ 43,589	$ 14,304	$ 76,202	$ 98,667	$ 78,153
Add:					
Replacement capital expenditures (1)	7,596	16,342	24,345	15,508	6,304
Cash interest expense (2)	16,370	12,805	26,633	29,901	30,543
Turnaround costs	7,501	8,548	10,684	6,890	11,277
Income tax expense	438	260	598	151	257
Adjusted EBITDA	75,494	52,259	138,462	151,117	126,534
Less:					
Unrealized (gain) loss on derivatives	3,541	15,766	15,843	(23,736)	(3,454)
Realized gain (loss) on derivatives, not included in net income (loss)	5,137	1,442	2,990	9,278	(8,055)
Non-cash equity based compensation	1,963	452	1,540	1,075	179
Amortization of turnaround costs	5,746	4,100	10,006	7,256	2,468
EBITDA	59,107	30,499	108,083	157,244	135,396
Add:					
Unrealized (gain) loss on derivative instruments	3,541	15,766	15,843	(23,736)	(3,454)
Cash interest expense (2)	(16,370)	(12,805)	(26,633)	(29,901)	(30,543)
Non-cash equity based compensation	1,963	452	1,540	1,075	179
Amortization of turnaround costs	5,746	4,100	10,006	7,256	2,468
Income tax expense	(438)	(260)	(598)	(151)	(257)
Provision for doubtful accounts	255	(91)	74	(916)	1,448
Debt extinguishment costs	(729)				
Changes in working capital:					
Accounts receivable	(48,479)	(27,323)	(35,267)	(12,296)	45,042
Inventory	(111,555)	(9,583)	(9,860)	(18,726)	55,532
Other current assets	(14,482)	2,265	4,669	(2,848)	1,834
Turnaround costs	(7,501)	(8,548)	(10,684)	(6,890)	(11,277)
Derivative activity	5,699	1,443	2,990	8,531	41,757
Other assets			(2,006)	1	1,066
Accounts payable	62,834	48,584	64,739	15,951	(103,136)
Other liabilities	(7,904)	(2,580)	11,853	206	(1,284)
Other, including changes in noncurrent assets and liabilities	(2,245)	648	(606)	6,054	(4,430)
Net cash provided by (used in) operating activities	$ (70,558)	$ 42,567	$ 134,143	$ 100,854	$ 130,341

(1) Replacement capital expenditures are defined as those capital expenditures which do not increase operating capacity or reduce operating costs and exclude turnaround costs.

(2) Represents consolidated interest expense less non-cash interest expense.

Superior Business Financial Information

We include in this prospectus supplement the non-GAAP financial measures of EBITDA and Adjusted EBITDA of the Superior Business (using the definitions of EBITDA and Adjusted EBITDA of the Partnership), and provide a reconciliation of net income of the Superior Business to EBITDA and Adjusted EBITDA of the Superior Business, the most directly comparable financial performance and liquidity measure calculated and presented in accordance with GAAP. The following table presents a reconciliation of net income of the Superior Business to EBITDA and Adjusted EBITDA of the Superior Business for the periods indicated:

	Six Months Ended June 30, 2011	Year Ended December 31, 2010
	(In thousands)	
Reconciliation of net income of the Superior Business to EBITDA and Adjusted EBITDA of the Superior Business:		
Net income	$ 19,858	$ 23,874
Add:		
Interest expense		
Depreciation and amortization	7,252	12,362
Income tax expense	11,170	13,413
EBITDA	$ 38,280	$ 49,649
Add:		
Amortization of turnaround costs	3,013	6,356
Adjusted EBITDA	$ 41,293	$ 56,005

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RISK FACTORS

An investment in our common units involves risks. Limited partner interests are inherently different from capital stock of a corporation, although many of the business risks to which we are subject are similar to those that would be faced by a corporation engaged in a similar business. In addition to the risk factors below, you should carefully read the risk factors included under the caption Risk Factors on page 5 of the accompanying base prospectus, the risk factors described under Risk Factors in our Annual Report on Form 10-K for the year ended December 31, 2010 and the risk factors described under Risk Factors in our Quarterly Reports on Form 10-Q for the quarters ended March 31, 2011 and June 30, 2011, together with all of the other information included or incorporated by reference in this prospectus supplement. If any of these risks were to occur, our business, financial condition, results of operations or prospects could be materially adversely affected. In such case, the trading price of our common units could decline, and you could lose all or part of your investment.

The risks described below are not the only ones that we face. Additional risks not presently known to us or that we currently deem immaterial individually or in the aggregate may also impair our business operations.

This prospectus supplement and the documents we have incorporated by reference into this prospectus supplement also contain forward-looking statements that involve risks and uncertainties, some of which are described in the documents incorporated by reference into this prospectus supplement. Our actual results could differ materially from those anticipated in these forward-looking statements as a result of various factors, including the risks and uncertainties faced by us described below or incorporated by reference into this prospectus supplement.

Risks Related to the Superior Acquisition

The pending Superior Acquisition may not close as anticipated.

The Superior Acquisition is expected to close by the end of the third quarter of 2011, subject to certain customary closing conditions. If these conditions are not satisfied or waived, the Superior Acquisition will not be consummated. Certain of the conditions that remain to be satisfied include, but are not limited to:

- the continued accuracy of the representations and warranties contained in the Acquisition Agreement;
- the performance by each party of its obligations under the Acquisition Agreement;
- the absence of any decree, order, injunction, ruling or judgment that prohibits the Superior Acquisition or makes the Superior Acquisition unlawful;
- the obtaining of certain third-party consents required for the consummation of the Superior Acquisition;
- the absence of a material adverse effect on the Superior Business; and
- the execution of certain agreements related to the consummation of the Superior Acquisition.

In addition, we and Murphy Oil can mutually agree to terminate the Acquisition Agreement without completing the Superior Acquisition. Further, we or Murphy Oil could unilaterally terminate the Acquisition Agreement without the other party s agreement and without completing the Superior Acquisition if:

the Superior Acquisition is not completed by January 25, 2012, other than if the terminating party is in breach of the Acquisition Agreement that results in failure of the Superior Acquisition to be consummated;

consummation of the transactions contemplated by the Acquisition Agreement would violate any nonappealable final order, decree or judgment of any governmental authority having competent jurisdiction; or

(i) there has been a violation or breach by the other party of any covenant, representation or warranty contained in the Acquisition Agreement (which has not been waived in writing by the non-breaching party), (ii) such violation or breach is not capable of being cured by January 25, 2012 or the breaching party does not use commercially reasonable efforts to cure such violation or breach as promptly as reasonably practicable and (iii) such violation or breach would result in a failure of the conditions set forth in the Acquisition Agreement being satisfied.

Although in the event of a termination of the Acquisition Agreement, neither we nor Murphy Oil will be required to pay a termination fee, if a party terminates the Acquisition Agreement because of a willful and knowing breach by the other party of any of its obligations, representations, warranties, agreements or covenants, the breaching party may be liable for any and all damages of the terminating party arising from such breach.

We cannot assure you that the pending Superior Acquisition will close on our expected timeframe, or at all, or close without material adjustment. In addition, the closing of this common units offering is not conditioned on, nor is it a condition to, the closing of the Superior Acquisition. The closing of this common units offering is also not conditioned on the closing of our concurrent private placement of the New 2019 Senior Notes. Accordingly, if you decide to purchase common units in this offering, you should be willing to do so whether or not we complete the Superior Acquisition or obtain related debt financing through our concurrent private placement of the New 2019 Senior Notes.

We may fail to successfully integrate the Superior Business with our existing business in a timely manner, which could have a material adverse effect on our business, financial condition, results of operations or cash flows, or fail to realize all of the expected benefits of the Superior Acquisition, which could negatively impact our future results of operations.

Integration of the Superior Business with our existing business will be a complex, time-consuming and costly process, particularly given that the Superior Acquisition will significantly increase our size, and diversify the geographic areas in which we operate. A failure to successfully integrate the Superior Business with our existing business in a timely manner may have a material adverse effect on our business, financial condition, results of operations or cash flows. The difficulties of combining the Superior Business include, among other things:

operating a larger combined organization and adding operations;

difficulties in the assimilation of the assets and operations of the Superior Business;

customer or key employee loss from the Superior Business;

changes in key supply or feedstock agreements related to the Superior Business;

the diversion of management s attention from other business concerns;

integrating personnel from diverse business backgrounds and organizational cultures, including employees previously employed by Murphy Oil;

managing relationships with new customers and suppliers for whom we have not previously provided products or services;

maintaining an effective system of internal controls related to the Superior Business and integrating internal controls, compliance under the Sarbanes-Oxley Act of 2002 and other regulatory compliance and corporate governance matters;

an inability to complete other internal growth projects and/or acquisitions;

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difficulties integrating new technology systems that we have not historically used in our operations or financial reporting;

an increase in our indebtedness;

potential environmental or regulatory compliance matters or liabilities and title issues, including certain liabilities arising from the operation of the Superior Business before the Superior Acquisition;

coordinating geographically disparate organizations, systems and facilities;

coordinating with the labor unions that represent the Superior Refinery s operating personnel; and

coordinating and consolidating corporate and administrative functions.

If we consummate the Superior Acquisition and if any of these risks or unanticipated liabilities or costs were to materialize, then any desired benefits of the Superior Business may not be fully realized, if at all, and our future results of operations could be negatively impacted. In addition, the Superior Business may actually perform at levels below the forecasts we used to evaluate the Superior Business, due to factors that are beyond our control, such as competition in the Superior Refinery s region, market demand for the products the Superior Refinery produces and regulatory requirements for maintenance and improvement projects at the Superior Refinery. If the Superior Business performs at levels below the forecasts we used to evaluate the Superior Acquisition, then our future results of operations could be negatively impacted.

The Superior Acquisition could expose us to potential significant liabilities.

In connection with the Superior Acquisition, we will assume certain liabilities, including unknown and contingent liabilities, associated with the Superior Business, including certain environmental liabilities, employee benefit plan liabilities and obligations arising in connection with or relating to the business, purchased assets, facilities or real property of the Superior Business. We have performed a certain level of due diligence in connection with the Superior Acquisition and have attempted to verify the representations of Murphy Oil and of its management, but there may be pending, threatened, contemplated or contingent claims against the assets we acquire related to environmental, title, regulatory, litigation or other matters of which we are unaware. We have not yet obtained title policies or title insurance on the acquired assets. Although Murphy Oil agreed to indemnify us on a limited basis against some of these liabilities, a significant portion of these indemnification obligations will expire within specified time periods after the date the Superior Acquisition is completed without any claims having been asserted by us, and these obligations are subject to limits. In general, Murphy Oil will not be liable for any misrepresentation or breach of warranty where the amount of damages with respect to such misrepresentation or breach of warranty does not exceed $0.1 million. In addition, Murphy Oil will not be liable unless the aggregate amount of damages with respect to such misrepresentation or breach of warranty exceeds $6.6 million and then only to the extent of such excess, and Murphy Oil s maximum liability for all such misrepresentations and breaches of warranties may not exceed $22.0 million. We may not be able to collect on such indemnification because of disputes with Murphy Oil or its inability to pay. Moreover, there is a risk that we could ultimately be liable for unknown obligations related to the Superior Acquisition, which could materially adversely affect our financial condition, results of operations or cash flows.

We may incur significant costs to operate the Superior Refinery in compliance with applicable environmental laws and commitments.

The Superior Refinery, if acquired, will require us to operate that facility in compliance with applicable environmental laws and other commitments, for which we may incur significant costs. While we believe that we will be able to operate the Superior Refinery in compliance with all such

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requirements as well as our own voluntary standards, the costs to do so may be substantial. The following description is intended to be illustrative but not exhaustive.

The Superior Refinery is the subject of a consent decree with the U.S. Environmental Protection Agency (EPA) and the Wisconsin Department of Natural Resources (WDNR), which requires (among other things) reductions in air emissions and the reporting of certain emissions to EPA and WDNR. We will become party to this consent decree in connection with the Superior Acquisition. Equipment upgrades, other discrete tasks and annual penalties to comply with the consent decree are expected to cost about $4.0 million, but compliance with other aspects of the consent decree could result in additional, substantial expenditures. Failure to comply with the consent decree, as well as certain emissions from the facility, will also subject us to stipulated penalties, which could be substantial.

We may incur substantial costs for performance of additional environmental and safety-related projects at the Superior Refinery including, but not limited to:

- the installation of additional process equipment during 2011 to comply with EPA fuel content regulations at a cost of about $18.0 million;
- the purchase of credits to comply with EPA fuel content regulations until such time as the additional process equipment is installed and brought online;
- the monitoring and remediation of historical contamination at costs of about $0.2 million per year;
- the upgrade of treatment equipment or pursuit of other remedies as necessary to comply with new effluent discharge limits in a Clean Water Act permit renewal that is currently pending; and
- the implementation of various voluntary programs at the Superior Refinery, such as removal of asbestos-containing materials or enhancement of process safety or other maintenance practices.

Any failure to comply with applicable environmental and safety requirements could result in the assessment of significant penalties as well as substantial costs to cure any identified conditions, which penalties and costs could have a material adverse effect on our financial condition, results of operation or cash flows.

Financing the Superior Acquisition will substantially increase our outstanding indebtedness.

We intend to fund the Superior Acquisition with net proceeds from this offering of common units and a proportionate capital contribution by our general partner (allowing our general partner to maintain its 2.0% general partner interest in the Partnership), net proceeds from a concurrent private placement of the New 2019 Senior Notes, and borrowings under our revolving credit facility. We also intend to increase the maximum availability under our revolving credit facility from $550 million to $850 million, subject to borrowing base limitations, at the closing of the Superior Acquisition. After giving effect to these transactions, including the payment of the Superior Acquisition purchase price and related expenses, we expect our outstanding indebtedness to increase from $429.4 million as of June 30, 2011 to approximately $739.5 million. This increase in our indebtedness may reduce our flexibility to respond to changing business and economic conditions or to fund capital expenditure or working capital needs because we will require additional funds to service our outstanding indebtedness and may not be able to obtain additional financing. For a discussion about the risks posed by leverage generally and by the covenants in our revolving credit facility, please read Risk Factors Our credit agreements contain operating and financial restrictions that may restrict our business and financing activities in Part I, Item 1A, of our Annual Report on Form 10-K for the year ended December 31, 2010.

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USE OF PROCEEDS

We expect to use the net proceeds from this offering of approximately $193.3 million, including our general partner s proportionate capital contribution of approximately $4.0 million to maintain its 2% general partner interest in us and after deducting underwriting discounts and commissions and estimated offering expenses, to fund a portion of the purchase price of the Superior Acquisition and related expenses. The underwriters will receive no discount or commission on the sale of an aggregate of approximately 75,500 common units in this offering to certain directors of our general partner. If the underwriters exercise their option to purchase additional common units in full, we expect to receive additional net proceeds of approximately $29.1 million, including our general partner s proportionate capital contribution of approximately $0.6 million.

Pending the closing of the Superior Acquisition, we expect to use approximately $34.7 million of the net proceeds from this offering to repay borrowings outstanding under our revolving credit facility and invest the remainder of the net proceeds from this offering in short-term liquid investment grade securities. At the closing of the Superior Acquisition, we expect to borrow such repaid amounts under our revolving credit facility and liquidate such short-term investments to fund a portion of the purchase price and related expenses. If the Superior Acquisition does not close, or if the underwriters option to purchase additional common units is exercised after the Superior Acquisition closes, then we intend to use the net proceeds from this offering allocated for investment in short-term liquid investment grade securities for general partnership purposes, including working capital, capital expenditures and acquisitions.

The closing of this common units offering is not conditioned on, nor is it a condition to, the closing of the Superior Acquisition, nor is it conditioned on the closing of our concurrent private placement of the New 2019 Senior Notes. However, we expect to close the Superior Acquisition after the closing of this common units offering and our concurrent private placement of the New 2019 Senior Notes, assuming that all other conditions to closing the Superior Acquisition have been satisfied. Please read Summary Recent Developments Superior Acquisition and Concurrent Private Placement of Senior Notes.

As of September 6, 2011, we had approximately $34.7 million of borrowings outstanding under our revolving credit facility, which were used primarily to fund capital expenditures, working capital requirements and debt service costs. As of September 6, 2011, borrowings under our revolving credit facility had a weighted average interest rate of approximately 4.5%. Our revolving credit facility matures on June 24, 2016.

Affiliates of certain of the underwriters participating in this offering are lenders under our revolving credit facility and will, in such capacity, receive a portion of the proceeds from this offering through the repayment of borrowings outstanding under our revolving credit facility. Please read Underwriting (Conflicts of Interest).

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CAPITALIZATION

The following table sets forth our cash and cash equivalents and our capitalization as of June 30, 2011:

on a consolidated historical basis; and

as adjusted to reflect:

(i) the sale of 11,000,000 common units in this offering for aggregate net proceeds of approximately $189.3 million and the sale of 224,490 general partner units for a capital contribution of approximately $4.0 million and the application of the such proceeds, as further described in Use of Proceeds ;

(ii) the sale of $200.0 million of aggregate principal amount of the New 2019 Senior Notes at a discounted price of 93% of par;

(iii) total borrowings of approximately $152.2 million under our revolving credit facility (including approximately $124.1 million to fund a portion of the purchase price of the Superior Acquisition); and

(iv) the completion of the transactions contemplated by the Superior Acquisition, including the application of the net proceeds from this common units offering and our general partner s proportionate capital contribution, the net proceeds from the sale of the New 2019 Senior Notes and approximately $124.1 million of such total borrowings under our revolving credit facility to fund the payment of the estimated purchase price of the Superior Acquisition and related expenses of approximately $494.5 million.

We derived this table from, and it should be read in conjunction with and is qualified in its entirety by reference to, our historical consolidated financial statements and the notes related thereto included in our Quarterly Report on Form 10-Q for the quarter ended June 30, 2011. You should also read this table in conjunction with the Use of Proceeds section of this prospectus supplement.

	As of June 30, 2011	
	Historical	**As Adjusted (2)**
	(In thousands)	
Cash and cash equivalents	$ 55	$
Long-term debt:		
Revolving credit facility (1)	28,090	152,213
Original 2019 Senior Notes	400,000	400,000
New 2019 Senior Notes		186,000
Capital lease obligation	1,292	1,292
Total debt	429,382	739,505
Partners capital:		

Common unitholders		462,458		650,271
General partner s interest		19,302		23,311
Accumulated other comprehensive loss		(123,328)		(123,328)
Total partners capital		358,432		550,254
Total capitalization	$	787,814	$	1,289,759

(1) As of September 6, 2011, we had approximately $34.7 million of borrowings outstanding under our revolving credit facility. Concurrent with the closing the Superior Acquisition, we expect to increase the maximum availability under our revolving credit facility from $550 million to $850 million, subject to borrowing base limitations, to provide us with increased liquidity to finance our additional working capital requirements associated with operating the Superior Business. Please read Summary Recent Developments Revolving Credit Facility Capacity Increase for additional information.

(2) If the Superior Acquisition does not close, then cash and cash equivalents, as adjusted, would be $145.3 million, revolving credit facility, as adjusted, would be $0, New 2019 Senior Notes, as adjusted, would be $0, total debt, as adjusted, would be $401.3 million, and total capitalization, as adjusted, would be $951.5 million.

SUPERIOR ACQUISITION

On July 25, 2011, we entered into a definitive agreement (the Acquisition Agreement) with Murphy Oil Corporation (Murphy Oil) to acquire (the Superior Acquisition) its refinery in Superior, Wisconsin and certain associated operating assets and inventories and related businesses. The assets to be acquired (collectively, the Superior Business) include:

- a refinery (the Superior Refinery) with crude oil throughput capacity of approximately 45,000 barrels per day (bpd) that produces gasoline, diesel, asphalt, bunker fuel and specialty petroleum products that are marketed in the Midwest region of the United States, including the surrounding border states, and Canada;
- a distribution network for fuel and asphalt products (the Superior Wholesale Fuel and Asphalt Business) operated through various owned and leased terminals located in Wisconsin, Minnesota and Utah and associated inventories and logistics assets located at each of the terminals; and
- Murphy Oil s SPUR branded gasoline wholesale franchise business.

The aggregate purchase price for the Superior Acquisition is $214 million, plus the market value of the Superior Business hydrocarbon inventories at closing (estimated to be approximately $275 million as of June 30, 2011 and approximately $250 million as of July 31, 2011), the reimbursement of certain capital expenditures to be incurred by Murphy Oil before the closing of the Superior Acquisition (estimated to be approximately $4 million as of June 30, 2011 and July 31, 2011), and the assumption of certain liabilities. The purchase price is subject to customary purchase price adjustments. We expect the Superior Acquisition to close by the end of the third quarter of 2011, subject to customary closing conditions.

On a historical basis for the year ended December 31, 2010 and the six months ended June 30, 2011, the Superior Business generated sales of approximately $1,091 million and $669 million, respectively, and Adjusted EBITDA of approximately $56 million and $41 million, respectively. Please read Summary Summary Historical and Pro Forma Consolidated Financial and Operating Data Non-GAAP Financial Measures Partnership and Pro Forma Financial Information and Superior Business Financial Information for our definition of Adjusted EBITDA and a reconciliation of Adjusted EBITDA of the Superior Business to its most comparable GAAP financial measure.

We intend to fund the Superior Acquisition with net proceeds from this offering of common units and a proportionate capital contribution by our general partner (allowing our general partner to maintain its 2.0% general partner interest in the Partnership), net proceeds from a concurrent private placement of the New 2019 Senior Notes, and borrowings under our revolving credit facility. The closing of this common units offering is not conditioned on, nor is it a condition to, the closing of the Superior Acquisition. Accordingly, if you decide to purchase common units in this offering, you should be willing to do so whether or not we complete the Superior Acquisition or obtain related debt financing through our concurrent private placement of the New 2019 Senior Notes.

The Superior Business

Superior Refinery

The Superior Refinery is located on approximately 245 acres of land, approximately 4 miles southeast of the Saint Louis River and 2.5 miles southwest of Lake Superior near Superior, Wisconsin, in the U.S. Petroleum Administration for Defense District II (PADD II) region. It is the only refinery located in Wisconsin, giving it access to a niche market in the United States. The Superior Refinery is geographically advantaged to receive Canadian and North

Dakota (Bakken) crude oil, allowing it to take advantage of the lower-priced heavy crudes and provide more reliable access to high quality asphalt blends. Crude oil is received at the Superior Refinery by pipeline through the Enbridge

Pipeline System and is adjacent to one of Enbridge s first crude oil holding facilities after crossing the Canadian border into the U.S.

The Superior Refinery has historically received a majority of its crude oil supply from Murphy Oil. At the closing of the Superior Acquisition, we will enter into a crude oil supply agreement (the Crude Oil Supply Agreement) with Murphy Oil, pursuant to which we will purchase from Murphy Oil (subject to certain customary conditions) up to 10,000 bpd of crude oil, which currently represents approximately 30% of the supply required at the Superior Refinery. The term of the Crude Oil Supply Agreement will be month-to-month but, except under certain customary circumstances, Murphy Oil may not terminate the agreement until the fifth anniversary of its effective date. Under the Crude Oil Supply Agreement, we will pay Murphy Oil for such crude oil and services on a cost-plus basis and provide to Murphy Oil a standby letter of credit of up to $75.0 million, the amount of which will be subject to adjustment from time to time based on changes in crude oil prices. The remainder of the Superior Refinery s crude oil supply is currently purchased in the spot market from several regular suppliers of crude oil, with fluid rotation of the supplier base. We currently intend to purchase the remainder of the Superior Refinery s crude oil supply requirements on the spot market. However, from time to time, we may enter into just-in-time crude oil supply arrangements with one or more counterparties.

The Superior Refinery includes hydrotreating, catalytic reforming, fluid catalytic cracking and alkylation units and has a Solomon Associates Refinery Configuration Factor of 8.9. The Superior Refinery can process a wide range of crude oils, including Bakken and Canadian crude oil (e.g., North Dakota Sweet, Lloydminster and Syncrude). The facility operates in a block operation running heavy Canadian asphalt-producing crude oils for the production of asphalt, and running lighter, sweeter crude oils for higher yields of diesel, gasoline and bunker fuel. In 2010, the Superior Refinery processed approximately 21,500 bpd of sweet crude oils and 13,100 bpd of heavy crude oils. The Superior Refinery has the ability to run up to 45,000 bpd of crude oil depending upon the types of crude oil run. Historically during the winter months (December through February) when gasoline and asphalt demand in the region is lower, throughput is reduced and the Superior Refinery operates to winter fill tanks for the upcoming asphalt season in the summer months. The Superior Refinery s year-round asphalt storage capability of 2 million barrels provides flexibility to manage market seasonality.

Superior Refinery: 2010 Production Yields (bpd)

Gasoline	13,353	37.9%
Diesel	10,616	30.2%
Asphalt	6,411	18.2%
No. 6 Residual Fuel	2,040	5.8%
Produced Fuel and Other	2,777	7.9%
Total	**35,197**	**100.0%**

The Superior Refinery is fully compliant with federal regulations for ultra low sulfur diesel (ULSD) and low sulfur gasoline production, but was qualified as a small refiner under the on-road ULSD federal regulations, and currently produces a mix of both ULSD and low sulfur diesel, the latter of which the Superior Refinery is allowed to produce until 2012.

Superior Wholesale Fuel and Asphalt Business

The Superior Wholesale Fuel and Asphalt Business sells finished fuels products produced at the Superior Refinery primarily through several Magellan pipeline terminals in Minnesota, Wisconsin, Iowa, North Dakota and South

Dakota. The Superior Refinery s gasoline is primarily sold through its own leased and owned product terminals located in Superior and Rhinelander, Wisconsin; Duluth and

Crookston, Minnesota; and Toole, Utah. The Superior Refinery also exports finished fuel products by rail service and truck. Finished fuel products sales are primarily made through spot agreements and short-term contracts. Asphalt production is primarily sold at leased and owned product terminals located in Rhinelander, Wisconsin; Crookston, Minnesota; and Toole, Utah, and through spot agreements and short-term contracts with asphalt customers primarily located in and around the upper Midwest (including Minnesota, Wisconsin and Michigan), North Dakota, South Dakota and Utah.

The Superior Refinery and Superior Wholesale Fuel and Asphalt Business terminals have total storage capacity of approximately 4.3 million barrels. The following map and table illustrate the location and storage capacity of the Superior Refinery and the Superior Wholesale Fuel and Asphalt Business terminals.

Name	**Number of Storage Tanks**	**Storage Capacity (mbbls)**	**Products**
Superior Refinery/Terminal	72	3,233	Crude oil, gasoline, diesel, heavy oil, asphalt, LPGs
Duluth Terminal	7	200	Gasoline, diesel, biodiesel, ethanol, kerosene
Duluth Marine Terminal	4	14	Bunker fuel, low sulfur diesel, #6-oil, #6-oil blend
Rhinelander Terminal	4	166	Asphalt
Crookston Terminal	3	156	Asphalt, ULSD
Tooele Terminal (leased)	25	566	Asphalt

SPUR-Branded Business

The SPUR-branded business sells gasoline wholesale to SPUR-branded gas stations, which are owned and operated by independent franchisees. In 2010, these stations purchased approximately 87 million gallons of gasoline and diesel fuel from the Superior Refinery, or 24% of its gasoline and diesel fuel production.

Competitive Advantages

We believe the Superior Business has the following competitive advantages:

> ***Well-Configured Refining Asset.*** The Superior Business is well-configured to serve profitable niche refining markets in the Midwest region of the United States. The Superior

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Refinery can process a wide range of crude oils, including a significant amount of Canadian heavy crudes. Heavy crude oils are often priced at a discount to lighter crude oils, which reduces the Superior Refinery s feedstock costs. The Superior Refinery has also been a consistently reliable facility. Based on data provided by Murphy Oil, mechanical availability was at least 90% in each year from 2006 through 2010 (99% in 2010), excluding the impact of planned turnarounds and feedstock availability. In addition, the Superior Refinery is fully compliant with all current environmental regulations, including federal regulations for ULSD and low sulfur gasoline production, after the completion of recent capital programs. In April 2010, the Superior Refinery completed ULSD and MSAT II projects and performed targeted refinery maintenance and inspection.

Location Advantaged. The Superior Refinery is the only refinery in Wisconsin and is a leading provider of fuels and specialty products in the area. The Superior Refinery is uniquely positioned to serve the active commercial trading area on Lake Superior. Product prices at local Superior, Wisconsin racks are consistently above similar prices on the Gulf Coast.

Access to Advantageously Priced Crude Supplies. The Superior Refinery, which is adjacent to the first U.S. destination point for the Enbridge Pipeline System, enjoys reliable access to high quality crudes from the Bakken formation in North Dakota and imported Western Canadian crude oils. Pricing for these crude oils is typically linked to the price for West Texas Intermediate (WTI) crude oil, which over the past six months has increasingly traded at an unprecedented discount to waterborne crudes, such as Brent and Louisiana Light Sweet (LLS), due to current market conditions. This has lowered crude oil costs and contributed to the opportunity for strong refining margins at the Superior Refinery. The following chart illustrates the cost per barrel of WTI crude oil and Brent crude oil over the past three years, including the relative premium or discount at which WTI has traded relative to Brent.

Attractive Terminal and Storage Assets Provide Flexibility. The Superior Business has attractive niche economics associated with the Superior Wholesale Fuel and Asphalt Business, due to significant terminal and tankage capacity (over 3.7 million barrels of product capacity) extended across multiple locations. The terminal network allows the Superior Refinery the flexibility to access multiple wholesale markets on a larger scale in order to realize the highest available margins for its saleable products. In addition, the Superior

Refinery s 2 million barrels of year-round asphalt storage capacity allows the refinery to manage demand seasonality by winter-filling tanks and then capturing optimal in-season asphalt market prices during the summer months.

Profitable Niche Asphalt and Bunker Fuels Businesses. The Superior Refinery s access to historically profitable U.S. midcontinent asphalt markets and ability to secure a reliable supply of heavy asphalt-producing crude oils leaves the Superior Refinery well-positioned to capture expected asphalt margin improvements, as asphalt demand increases with economic improvement. In addition, the Superior Refinery s location leaves it uniquely situated to supply the Great Lakes shipping industry with bunker fuel. In 2010, almost 25% of the Superior Refinery s product slate was composed of asphalt (18.2%) and bunker fuels (5.8%), which provided meaningful diversity to the refinery s gasoline and diesel fuels businesses.

Value Enhancement Opportunities

We have a track record of increasing the profitability of assets we acquire, and have identified several potential value enhancement opportunities related to the Superior Acquisition. The following represents a partial list of our potential value enhancement initiatives:

Specialty Products Opportunities. We believe we can add certain of our existing, higher margin specialty products, in which we already hold strong market positions, to the product slate at the Superior Refinery to further diversify its production mix. For example, we are currently evaluating options for producing specialty solvents and naphthenic lubricating oils at the Superior Refinery. We also believe that we can further expand the customer base for asphalt produced at the Superior Refinery to include additional higher-value specialty end use applications, as we have with our existing customer base for asphalt products.

Integrate Operations to Optimize Performance. We are evaluating options for integrating the Superior Refinery into our existing asset portfolio that will allow us to more efficiently operate our facilities. For instance, we are evaluating the option of transporting certain intermediates produced from Canadian crude oils at the Superior Refinery to certain of our Louisiana facilities for further processing into specialty products, which would allow us to save on transportation costs otherwise resulting from transporting raw crude oil from Canada to Louisiana, and would increase specialty products production yield at our Louisiana facilities. In addition, we plan to evaluate how the extensive storage assets of the Superior Business could be utilized to optimize value in the sale of products, such as asphalt, from our existing facilities.

Potential Margin Enhancement from New Transportation Options. By increasing our capacity at the Superior Refinery to receive crude oil via rail, we can reduce feedstock sourcing costs and increase feedstock sourcing flexibility. Also, we believe the Superior Refinery can realize increased product margins by expanding rail access for its products to other higher margin markets through its extensive existing regional rail network.

You should carefully review the audited and unaudited financial statements for the Superior Business and the notes related thereto and our unaudited pro forma consolidated financial statements and the notes related thereto included in this prospectus supplement. Please also read Risk Factors beginning on page S-16 of this prospectus supplement.

Other Provisions of the Acquisition Agreement

The Acquisition Agreement requires us to enter into a transition services agreement (the Transition Services Agreement) with Murphy Oil at the closing of the Superior Acquisition pursuant to which Murphy Oil will provide us with certain administrative and support services related to tax and accounting, human resources and information technology for the operation of the Superior Business for periods of time per service varying from three months to six months. We will pay Murphy Oil for such services on a cost-plus basis. The Transition Services Agreement may be terminated with respect to one or more services, among other circumstances, by mutual agreement of the parties, by unilateral termination by us upon 30 days notice, and by unilateral termination by us or Murphy Oil upon an uncured or incurable material breach by, or insolvency of, the other party.

The Acquisition Agreement also requires us to (1) make offers of employment (effective as of the consummation of the Superior Acquisition) or, with respect to employees on certain types of leave, upon their return to active employment) to all Murphy Oil employees who work exclusively in the Superior Business, (2) assume and agree to be bound by a collective bargaining agreement covering certain of those employees (including the terms regarding compensation and benefits required under the terms of the collective bargaining agreement) and (3) provide or maintain certain levels of compensation and benefits to those employees not covered by the collective bargaining agreement for 12 months following closing. At June 30, 2011, the Superior Refinery employed 157 employees, including 114 employees represented by the Union of Operating Engineers, Local 317. The union s current collective bargaining agreement began on July 1, 2009 and will expire on July 1, 2012.

We and Murphy Oil have made customary representations and warranties and have agreed to customary covenants in the Acquisition Agreement, including the agreement of Murphy Oil, subject to certain exceptions, to conduct the Superior Business in the ordinary course, to use commercially reasonable efforts to preserve the Superior Business assets and to refrain from engaging in certain activities before the closing of the Superior Acquisition. Additionally, we have agreed to assume certain of Murphy Oil s environmental compliance requirements for nitrogen oxide reductions at the Superior Refinery. The consummation of the Superior Acquisition is subject to the satisfaction of customary closing conditions, the receipt of specified third-party consents and approvals, the satisfaction of certain required notice periods, the absence of legal impediments prohibiting the Superior Acquisition and the absence of a material adverse effect on the Superior Business. The Acquisition Agreement provides that the closing will occur as soon as possible after satisfaction or waiver of all conditions to closing but, in any case, no earlier than the first to occur of (1) the 30th day after Murphy Oil delivered certain financial statements to us (such delivery having occurred on August 25, 2011) and (2) the business day after we complete our financing of the Superior Acquisition. There is no assurance that all of the conditions to the consummation of the Superior Acquisition will be satisfied.

The Acquisition Agreement contains certain customary termination rights for both us and Murphy Oil, including, among others, the right of either party to terminate the Acquisition Agreement if, subject to certain exceptions, the Superior Acquisition is not consummated by January 25, 2012. In the event of a termination of the Acquisition Agreement, neither we nor Murphy Oil will be required to pay a termination fee. However, in the event a party terminates the Acquisition Agreement because of a willful and knowing breach by the other party of any of its obligations, representations, warranties, agreements or covenants, the breaching party may be liable for any and all damages of the terminating party arising from such breach.

The foregoing description of the Acquisition Agreement provides only a summary of the Acquisition Agreement and the transactions contemplated thereunder, does not purport to be complete and is subject to, and qualified in its entirety by, reference to the full text of the Acquisition Agreement, a copy of which will be filed as an exhibit to our Quarterly Report on Form 10-Q for the three months ended September 30, 2011.

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PRICE RANGE OF COMMON UNITS AND DISTRIBUTIONS

Our common units are traded on the NASDAQ Global Select Market under the symbol CLMT. As of September 6, 2011, we had 39,779,778 common units outstanding, and there were approximately 26 holders of record of our common units.

The following table shows the low and high sales prices per common unit, as reported by the NASDAQ Global Select Market, for the periods indicated. Cash distributions presented below represent amounts declared subsequent to each respective quarter end based on the results of that quarter. For all periods, an identical cash distribution was paid on all outstanding units with the minimum quarterly distribution being met for all periods. The last reported sales price of the common units on the NASDAQ Global Select Market on September 8, 2011, was $18.00.

	Price Ranges		Cash Distribution
	Low	**High**	**Per Unit (1)**
2009:			
First quarter	$ 8.11	$ 13.50	$ 0.45
Second quarter	9.45	16.84	0.45
Third quarter	13.20	18.53	0.45
Fourth quarter	14.75	19.87	0.455
2010:			
First quarter	$ 17.75	$ 21.31	$ 0.455
Second quarter	14.00	23.93	0.455
Third quarter	16.20	19.89	0.46
Fourth quarter	19.39	22.23	0.47
2011:			
First quarter	$ 19.81	$ 24.95	$ 0.475
Second quarter	20.00	23.75	0.495
Third quarter (through September 8, 2011) (2)	16.81	23.95	N/A

(1) We also paid cash distributions to our general partner with respect to its 2.0% general partner interest.

(2) We expect to declare and pay a cash distribution for the third quarter of 2011 within 45 days following the end of the quarter.

TAX CONSIDERATIONS

The tax consequences to you of an investment in our common units will depend in part on your own tax circumstances. Although this section updates information related to certain tax considerations, it should be read in conjunction with Material U.S. Federal Income Tax Consequences in the accompanying base prospectus discussing the principal federal income tax considerations associated with our operations and the purchase, ownership and disposition of our common units and Risk Factors Tax Risks to Common Unitholders in Part I, Item 1A of our Annual Report on Form 10-K for the year ended December 31, 2010. You are urged to consult with your own tax advisor about the federal, state, local and foreign tax consequences peculiar to your circumstances.

Ratio of Taxable Income to Distributions

We estimate that if you purchase common units in this offering and own them through the record date for the distribution for the period ending December 31, 2013, then you will be allocated, on a cumulative basis, a net amount of federal taxable income for that period that will be approximately 25% of the cash distributed to you with respect to that period. Thereafter, we anticipate that the ratio of allocable taxable income to cash distributions to the unitholders will increase. These estimates are based upon the assumption that our available cash for distribution will be sufficient for us to make the current quarterly distributions to the holders of our common units, and other assumptions with respect to capital expenditures, cash flow and anticipated cash distributions. These estimates and assumptions are subject to, among other things, numerous business, economic, regulatory, competitive and political uncertainties beyond our control. Further, the estimates are based on current tax law and certain tax reporting positions that we have adopted with which the Internal Revenue Service could disagree. Accordingly, we cannot assure you that the estimates will correspond with actual results. The actual ratio of taxable income to distributions could be higher or lower, and any differences could be material and could materially affect the value of the common units. For example, the ratio of taxable income to distributions to a purchaser of common units in this offering will be higher, and perhaps substantially higher, than our estimate with respect to the period described above if:

- gross income from operations exceeds the amount required to make quarterly distributions at the current level on all units, yet we only distribute the current quarterly distribution amount on all units; or

- we make a future offering of common units and use the proceeds of the offering in a manner that does not produce substantial additional deductions during the period described above, such as to repay indebtedness outstanding at the time of this offering or to acquire property that is not eligible for deprecation or amortization for federal income tax purposes or that is depreciable or amortizable at a rate significantly slower than the rate applicable to our assets at the time of this offering.

Please read Material U.S. Federal Income Tax Consequences Tax Consequences of Unit Ownership in the accompanying base prospectus.

Tax Rates

Under current law, the highest marginal U.S. federal income tax rate applicable to ordinary income of individuals is 35% and the highest marginal U.S. federal income tax rate applicable to long-term capital gains (generally, capital gains on certain assets held for more than one year) of individuals is 15%. However, absent new legislation extending the current rates, beginning January 1, 2013, the highest marginal U.S. federal income tax rate applicable to ordinary income and long-term capital gains of individuals will increase to 39.6% and 20%, respectively. Moreover, these rates are subject to change by new legislation at any time.

Nominee Reporting

Persons who hold an interest in us as a nominee for another person are required to furnish to us:

(1) the name, address and taxpayer identification number of the beneficial owner and the nominee;

(2) a statement regarding whether the beneficial owner is:

(a) a non-U.S. person;

(b) a non-U.S. government, an international organization or any wholly owned agency or instrumentality of either of the foregoing; or

(c) a tax-exempt entity;

(3) the amount and description of units held, acquired or transferred for the beneficial owner; and

(4) specific information including the dates of acquisitions and transfers, means of acquisitions and transfers, and acquisition cost for purchases, as well as the amount of net proceeds from sales.

Brokers and financial institutions are required to furnish additional information, including whether they are U.S. persons and specific information on units they acquire, hold or transfer for their own account. A penalty of $100 per failure, up to a maximum of $1.5 million per calendar year, is imposed by the Internal Revenue Code for failure to report that information to us. The nominee is required to supply the beneficial owner of the units with the information furnished to us.

Tax-Exempt Organizations and Other Investors

Ownership of common units by tax-exempt entities, regulated investment companies and non-U.S. investors raises issues unique to such persons. Please read Material U.S. Federal Income Tax Consequences Tax-Exempt Organizations and Other Investors in the accompanying base prospectus.

UNDERWRITING
(Conflicts of Interest)

We and the underwriters named below have entered into an underwriting agreement with respect to the common units being offered. Subject to certain conditions, each underwriter has severally agreed to purchase the number of common units indicated in the following table. Barclays Capital Inc., Merrill Lynch, Pierce, Fenner & Smith Incorporated, Deutsche Bank Securities Inc. and J.P. Morgan Securities LLC are the representatives of the underwriters and joint book-running managers of this offering.

Underwriters	Number of Common Units
Barclays Capital Inc.	2,750,000
Merrill Lynch, Pierce, Fenner & Smith Incorporated	2,750,000
Deutsche Bank Securities Inc.	1,760,000
J.P. Morgan Securities LLC	1,760,000
Credit Suisse Securities (USA) LLC	797,500
RBC Capital Markets, LLC	797,500
Oppenheimer & Co. Inc.	385,000
Total	11,000,000

Certain of the directors of our general partner expect to purchase an aggregate of approximately 75,500 of our common units in this offering directly from the underwriters at a price equal to the public offering price. The underwriters will not receive any discount or commission on the sale of these common units.

The underwriters are committed to take and pay for all of the common units being offered, if any are taken, other than the common units covered by the option described below unless and until this option is exercised.

If the underwriters sell more common units than the total number set forth in the table above, the underwriters have an option to buy up to an additional 1,650,000 common units from us. They may exercise that option for 30 days. If any common units are purchased pursuant to this option, the underwriters will severally purchase common units in approximately the same proportion as set forth in the table above.

The following table shows the per common unit and total underwriting discounts to be paid to the underwriters by us. Such amounts are shown assuming both no exercise and full exercise of the underwriters option to purchase 1,650,000 additional common units.

Paid by the Partnership	No Exercise	Full Exercise
Per Common Unit	$ 0.72	$ 0.72
Total	$ 7,865,640	$ 9,053,640

Common units sold by the underwriters to the public will initially be offered at the initial offering price set forth on the cover of this prospectus supplement. Any common units sold by the underwriters to securities dealers may be sold at a discount of up to $0.432 per common unit from the initial offering price. If all the common units are not sold at the initial offering price, the representatives may change the offering price and the other selling terms. The offering of the common units by the underwriters is subject to receipt and acceptance and subject to the underwriters right to reject any order in whole or in part.

We, Fred M. Fehsenfeld, Jr. and certain related trusts, F. William Grube and certain related trusts, The Heritage Group, our general partner and the directors and executive officers of our general partner, have agreed with the underwriters, subject to certain exceptions, not to offer, sell, hedge, contract to sell, pledge, grant an option to purchase, make any short sale or otherwise dispose of any of their common units or securities convertible into or exchangeable for common units during the period from the date of this prospectus continuing through the date that is 60 days after the date of this prospectus, except with the prior written consent of Barclays Capital Inc. and Merrill Lynch, Pierce, Fenner & Smith Incorporated or pursuant to our long-term incentive plan.

Our common units are traded on the NASDAQ Global Select Market under the symbol CLMT.

In connection with the offering, the underwriters may engage in passive market making transactions in the common units on the NASDAQ Global Select Market in accordance with Rule 103 of Regulation M under the Securities Exchange Act of 1934 during the period before the commencement of offers or sales of common units and extending through the completion of distribution. A passive market maker must display its bids at a price not in excess of the highest independent bid of the security. However, if all independent bids are lowered below the passive market maker s bid that bid must be lowered when specified purchase limits are exceeded.

In connection with the offering, the underwriters may purchase and sell common units in the open market. These transactions may include short sales, stabilizing transactions and purchases to cover positions created by short sales. Short sales involve the sale by the underwriters of a greater number of common units than they are required to purchase in the offering. Covered short sales are sales made in an amount not greater than the underwriters option to purchase additional common units from us in the offering. The underwriters may close out any covered short position by either exercising their option to purchase additional common units or purchasing common units in the open market. In determining the source of common units to close out the covered short position, the underwriters will consider, among other things, the price of common units available for purchase in the open market as compared to the price at which they may purchase additional common units pursuant to the option granted to them. Naked short sales are any sales in excess of such option. The underwriters must close out any naked short position by purchasing common units in the open market. A naked short position is more likely to be created if the underwriters are concerned that there may be downward pressure on the price of the common units in the open market after pricing that could adversely affect investors who purchase in the offering. Stabilizing transactions consist of various bids for or purchases of common units made by the underwriters in the open market prior to the completion of the offering. Prior to purchasing the common units being offered pursuant to this prospectus supplement, on September 8, 2011, one of the underwriters purchased, on behalf of the syndicate, 414,667 common units at an average price of $18.09 per unit in stabilizing transactions.

The underwriters may also impose a penalty bid. This occurs when a particular underwriter repays to the underwriters a portion of the underwriting discount received by it because the underwriters have repurchased common units sold by or for the account of such underwriter in stabilizing or short covering transactions.

Purchases to cover a short position and stabilizing transactions may have the effect of preventing or retarding a decline in the market price of the common units, and, together with the imposition of the penalty bid, may stabilize, maintain or otherwise affect the market price of the common units. As a result, the price of the common units may be higher than the price that otherwise might exist in the open market. If these activities are commenced, they may be discontinued at any time. These transactions may be effected on the NASDAQ Global Select Market, in the over-the-counter market or otherwise.

Because the Financial Industry Regulatory Authority, Inc. views the common units offered under this prospectus as interests in a direct participation program, the offering is being made in compliance with Rule 2310 of FINRA Rules. Investor suitability with respect to the common units should be judged similarly to the suitability with respect to other securities that are listed on the NASDAQ Global Select Market or another national securities exchange.

A prospectus in electronic format may be made available on the website maintained by the representatives and may also be made available on websites maintained by other underwriters. The representatives may agree to allocate a number of common units to underwriters for sale to their online brokerage account holders. Internet distributions will be allocated by the representative to underwriters that may make Internet distributions on the same basis as other allocations.

We estimate that the total expenses of the offering, excluding underwriting discounts and commissions, will be approximately $0.9 million.

We and our general partner have agreed to indemnify the several underwriters against certain liabilities, including liabilities under the Securities Act.

The underwriters and their respective affiliates are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, investment research, principal investment, hedging, financing and brokerage activities. Certain of the underwriters and their respective affiliates have, from time to time, performed, and may in the future perform, various financial advisory and investment banking services for us, for which they received or will receive customary fees and expenses. Affiliates of Merrill Lynch, Pierce, Fenner & Smith Incorporated, Deutsche Bank Securities Inc. and J.P. Morgan Securities LLC are lenders under our revolving credit facility, and in such capacity, will receive a portion of the net proceeds from this offering from repayment of borrowings outstanding under our revolving credit facility and fees for any of their respective increased commitments in connection with the increase in the maximum availability under our revolving credit facility. In addition, an affiliate of Barclays Capital Inc. will become a lender under our revolving credit facility at the closing of the Superior Acquisition and will receive a fee for its commitment under our revolving credit facility. We have also entered into, in the ordinary course of business, various derivative financial instrument transactions related to our crude oil and natural gas purchases and sales of finished fuel products, including diesel and gasoline crack spread hedges, with Merrill Lynch Commodities, Inc. and Bank of America, N.A., each an affiliate of Merrill Lynch, Pierce, Fenner & Smith Incorporated. We may enter into similar arrangements with these entities or their affiliates in the future. Certain of the underwriters are serving as initial purchasers in our private placement of the New 2019 Senior Notes.

Certain of the underwriters or their affiliates that have a lending relationship with us routinely hedge their credit exposure to us consistent with their customary risk management policies. Typically, such underwriters and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in our securities, including potentially the common units offered hereby. Any such short positions could adversely affect future trading prices of the common units offered hereby.

In addition, in the ordinary course of their various business activities, the underwriters and their respective affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers and such investments and securities activities may involve securities and/or instruments of the issuer. The underwriters and their respective affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or instruments and may at any time hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

Notice to Prospective Investors in the European Economic Area

In relation to each member state of the European Economic Area that has implemented the Prospectus Directive (each, a Relevant Member State), with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State, an offer of securities described in this prospectus may not be made to the public in that

Relevant Member State other than:

to any legal entity which is a qualified investor as defined in the Prospectus Directive;

to fewer than 100 or, if the Relevant Member State has implemented the relevant provision of the 2010 PD Amending Directive, 150, natural or legal persons (other than qualified investors as defined in the Prospectus Directive), as permitted under the Prospectus Directive, subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or

in any other circumstances falling within Article 3(2) of the Prospectus Directive;

provided, that no such offer of securities shall require us or any underwriter to publish a prospectus pursuant to Article 3 of the Prospectus Directive.

For purposes of this provision, the expression an offer of securities to the public in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the securities to be offered so as to enable an investor to decide to purchase or subscribe for the securities, as the expression may be varied in that Relevant Member State by any measure implementing the Prospectus Directive in that Relevant Member State, and the expression Prospectus Directive means Directive 2003/71/EC (and amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State), and includes any relevant implementing measure in the Relevant Member State. The expression 2010 PD Amending Directive means Directive 2010/73/EU.

We have not authorized and do not authorize the making of any offer of securities through any financial intermediary on their behalf, other than offers made by the underwriters with a view to the final placement of the securities as contemplated in this prospectus. Accordingly, no purchaser of the securities, other than the underwriters, is authorized to make any further offer of the securities on behalf of us or the underwriters.

Notice to Prospective Investors in the United Kingdom

Our partnership may constitute a collective investment scheme as defined by section 235 of the Financial Services and Markets Act 2000 (FSMA) that is not a recognized collective investment scheme for the purposes of FSMA (CIS) and that has not been authorized or otherwise approved. As an unregulated scheme, it cannot be marketed in the United Kingdom to the general public, except in accordance with FSMA. This prospectus is only being distributed in the United Kingdom to, and is only directed at:

(1) if our partnership is a CIS and is marketed by a person who is an authorized person under FSMA, (a) investment professionals falling within Article 14(5) of the Financial Services and Markets Act 2000 (Promotion of Collective Investment Schemes) (Exemptions) Order 2001, as amended (the CIS Promotion Order) or (b) high net worth companies and other persons falling within Article 22(2)(a) to (d) of the CIS Promotion Order; or

(2) otherwise, if marketed by a person who is not an authorized person under FSMA, (a) persons who fall within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, as amended (the Financial Promotion Order) or (b) Article 49(2)(a) to (d) of the Financial Promotion Order; and

(3) in both cases (1) and (2) to any other person to whom it may otherwise lawfully be made (all such persons together being referred to as relevant persons).

Our partnership s common units are only available to, and any invitation, offer or agreement to subscribe, purchase or otherwise acquire such common units will be engaged in only with, relevant persons. Any person who is not a relevant person should not act or rely on this document or any of its contents.

An invitation or inducement to engage in investment activity (within the meaning of Section 21 of FSMA) in connection with the issue or sale of any common units which are the subject of the offering contemplated by this prospectus will only be communicated or caused to be communicated in circumstances in which Section 21(1) of FSMA does not apply to our partnership.

Notice to Prospective Investors in Switzerland

This prospectus is being communicated in Switzerland to a small number of selected investors only. Each copy of this prospectus is addressed to a specifically named recipient and may not be copied, reproduced, distributed or passed on to third parties. Our common units are not being offered to the public in Switzerland, and neither this prospectus, nor any other offering materials relating to our common units may be distributed in connection with any such public offering. We have not been registered with the Swiss Financial Market Supervisory Authority FINMA as a foreign collective investment scheme pursuant to Article 120 of the Collective Investment Schemes Act of June 23, 2006 (CISA). Accordingly, our common units may not be offered to the public in or from Switzerland, and neither this prospectus, nor any other offering materials relating to our common units may be made available through a public offering in or from Switzerland. Our common units may only be offered and this prospectus may only be distributed in or from Switzerland by way of private placement exclusively to qualified investors (as this term is defined in the CISA and its implementing ordinance).

Notice to Prospective Investors in Germany

This document has not been prepared in accordance with the requirements for a securities or sales prospectus under the German Securities Prospectus Act (*Wertpapierprospektgesetz*), the German Sales Prospectus Act (*Verkaufsprospektgesetz*), or the German Investment Act (*Investmentgesetz*). Neither the German Federal Financial Services Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht* BaFin) nor any other German authority has been notified of the intention to distribute our common units in Germany. Consequently, our common units may not be distributed in Germany by way of public offering, public advertisement or in any similar manner and this document and any other document relating to the offering, as well as information or statements contained therein, may not be supplied to the public in Germany or used in connection with any offer for subscription of our common units to the public in Germany or any other means of public marketing. Our common units are being offered and sold in Germany only to qualified investors which are referred to in Section 3, paragraph 2 no. 1, in connection with Section 2, no. 6, of the German Securities Prospectus Act, Section 8f paragraph 2 no. 4 of the German Sales Prospectus Act, and in Section 2 paragraph 11 sentence 2 no. 1 of the German Investment Act. This document is strictly for use of the person who has received it. It may not be forwarded to other persons or published in Germany.

The offering does not constitute an offer to sell or the solicitation or an offer to buy our common units in any circumstances in which such offer or solicitation is unlawful.

Notice to Prospective Investors in the Netherlands

Our common units may not be offered or sold, directly or indirectly, in the Netherlands, other than to qualified investors (*gekwalificeerde beleggers*) within the meaning of Article 1:1 of the Dutch Financial Supervision Act (*Wet op het financieel toezicht*).

VALIDITY OF THE COMMON UNITS

The validity of the common units will be passed upon for us by Vinson & Elkins L.L.P., Houston, Texas. Certain legal matters in connection with the common units offered hereby will be passed upon for the underwriters by Baker Botts L.L.P., Houston, Texas.

EXPERTS

Ernst & Young LLP, independent registered public accounting firm, has audited the consolidated financial statements of Calumet Specialty Products Partners, L.P. at December 31, 2010 and 2009 and for each of the three years in the period ended December 31, 2010 and the consolidated balance sheet of Calumet GP, LLC included in our Annual Report on Form 10-K for the year ended December 31, 2010 as set forth in their reports, which are incorporated by reference in this prospectus and elsewhere in the registration statement. The consolidated financial statements of Calumet Specialty Products Partners, L.P. and the balance sheet of Calumet GP, LLC are incorporated by reference in reliance on Ernst & Young LLP s reports, given on their authority as experts in accounting and auditing.

The financial statements of the Superior Business as of December 31, 2010 and 2009, and for each of the years in the three-year period ended December 31, 2010, have been included herein in reliance upon the report of KPMG LLP, independent auditors, which report has also been incorporated by reference herein, and upon the authority of said firm as experts in accounting and auditing.

WHERE YOU CAN FIND MORE INFORMATION

We file annual, quarterly and current reports and other information with the SEC. You may read and copy any document we file with the SEC at the SEC s Public Reference Room, 100 F Street, N.E., Room 1580, Washington, D.C. 20549. Copies of such materials can be obtained by mail at prescribed rates from the Public Reference Room. Please call 1-800-SEC-0330 for further information about the operation of the Public Reference Room. Materials also may be obtained from the SEC s website (*http://www.sec.gov*), which contains reports, proxy and information statements and other information regarding companies that file electronically with the SEC.

INCORPORATION OF DOCUMENTS BY REFERENCE

We incorporate by reference information into this prospectus supplement, which means that we disclose important information to you by referring you to another document filed separately with the SEC. The information incorporated by reference is deemed to be part of this prospectus supplement, except for any information superseded by information contained expressly in this prospectus supplement, and the information that we file later with the SEC will automatically supersede this information. You should not assume that the information in this prospectus supplement is current as of any date other than the date on the front page of this prospectus supplement.

We incorporate by reference the documents listed below and any documents subsequently filed with the SEC by us pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934 (excluding any information furnished pursuant to Item 2.02 or 7.01 on any Current Report on Form 8-K, or corresponding information furnished under Item 9.01 or included as an exhibit) from the date of this prospectus supplement until we have sold all of the common units to which this prospectus supplement relates or the offering is otherwise terminated:

Our Annual Report on Form 10-K for the year ended December 31, 2010;

Our Quarterly Reports on Form 10-Q for the quarters ended March 31, 2011 and June 30, 2011;

Our Current Reports on Form 8-K and 8-K/A filed on January 4, 2011, January 10, 2011, February 28, 2011, March 25, 2011, April 11, 2011, April 20, 2011, April 26, 2011, June 30, 2011, July 28, 2011 and September 7, 2011; and

The description of our common units contained in our registration statement on Form 8-A filed on January 18, 2006 (File No. 000-51734) and any subsequent amendment thereto filed for the purpose of updating such description.

You may request a copy of these filings at no cost, by making written or telephone requests for such copies to:

Calumet Specialty Products Partners, L.P.
Attention: Investor Relations
2780 Waterfront Pkwy E. Drive
Suite 200
Indianapolis, Indiana 46214
(317) 328-5660

You should rely only on the information contained in or incorporated by reference in this prospectus supplement, the accompanying base prospectus and any free writing prospectus prepared by us. If information in incorporated documents conflicts with information in this prospectus supplement you should rely on the most recent information. If information in an incorporated document conflicts with information in another incorporated document, you should rely on the most recent incorporated document. You should not assume that the information in this prospectus supplement or the accompanying base prospectus or any free writing prospectus prepared by us or any document incorporated by reference is accurate as of any date other than the date of those documents. We have not authorized anyone else to provide you with any information.

FORWARD-LOOKING STATEMENTS

The information in this prospectus supplement and in the documents incorporated by reference includes certain forward-looking statements within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. These statements can be identified by the use of forward-looking terminology including may, intend, believe, expect, anticipate, estimate, continue, or other similar words. The statemen in this prospectus supplement and in the documents we incorporate by reference that are not purely historical data are forward-looking statements. These statements discuss future expectations or state other forward-looking information and involve risks and uncertainties. When considering these forward-looking statements, you should keep in mind the risk factors and other cautionary statements included in this prospectus supplement and the documents we incorporate by reference. Please read Risk Factors on page S-16 of this prospectus supplement and in the documents incorporated by reference herein. The risk factors and other factors noted throughout this prospectus supplement and in the documents incorporated by reference could cause our actual results to differ materially from those contained in any forward-looking statement. These factors include, but are not limited to, the following:

- our plans, objectives, expectations and intentions with respect to future operations after the Superior Acquisition;
- our expectations with respect to our future financial results after the Superior Acquisition;
- satisfaction of the conditions to the closing of the Superior Acquisition and the possibility that the Superior Acquisition will not close;
- timing of the completion of the proposed Superior Acquisition and private placement of the New 2019 Senior Notes;
- our ability to obtain financing to fund a portion of the final purchase price of the Superior Acquisition;
- the total aggregate purchase price to be paid by us at the closing of the Superior Acquisition (including the final value of the hydrocarbon inventories of the Superior Business at the closing and the final amount of capital expenditures incurred at the Superior Refinery to be reimbursed by us);
- the overall demand for specialty hydrocarbon products, fuels and other refined products;
- our ability to produce specialty products and fuels that meet our customers unique and precise specifications;
- the impact of fluctuations and rapid increases or decreases in crude oil and crack spread prices, including the resulting impact on our liquidity;
- the results of our hedging and other risk management activities;
- our ability to comply with financial covenants contained in our debt instruments;
- the availability of, and our ability to consummate, acquisition or combination opportunities and the impact of any completed acquisitions;
- labor relations;

our access to capital to fund expansions, acquisitions and our working capital needs and our ability to obtain debt or equity financing on satisfactory terms;

successful integration and future performance of acquired assets, businesses or third-party product supply and processing relationships;

environmental liabilities or events that are not covered by an indemnity, insurance or existing reserves;

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- maintenance of our credit ratings and ability to receive open credit lines from our suppliers;
- demand for various grades of crude oil and resulting changes in pricing conditions;
- fluctuations in refinery capacity;
- our ability to access sufficient crude oil supply through long-term or evergreen contracts and on the spot market;
- the effects of competition;
- continued creditworthiness of, and performance by, counterparties;
- the impact of current and future laws, rulings and governmental regulations, including guidance related to the Dodd-Frank Wall Street Reform and Consumer Protection Act;
- shortages or cost increases of power supplies, natural gas, materials or labor;
- hurricane or other weather interference with business operations;
- fluctuations in the debt and equity markets;
- accidents or other unscheduled shutdowns; and
- general economic, market or business conditions.

Other factors described in this prospectus supplement and in the documents incorporated by reference, or factors that are unknown or unpredictable, could also have a material adverse effect on future results. Our forward-looking statements are not guarantees of future performance, and actual results and future performance may differ materially from those suggested in any forward-looking statement. We will not update these statements unless securities laws require us to do so.

All subsequent written and oral forward-looking statements attributable to us or to persons acting on our behalf are expressly qualified in their entirety by the foregoing. We undertake no obligation to publicly release the results of any revisions to any such forward-looking statements that may be made to reflect events or circumstances after the date of this prospectus supplement or to reflect the occurrence of unanticipated events.

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SUPERIOR REFINING BUSINESS

Independent Auditors Report

The Board of Directors
Murphy Oil USA, Inc.:

We have audited the accompanying balance sheets of the Superior Refining Business as of December 31, 2010 and 2009, and the related statements of income and comprehensive income, changes in net parent investment, and cash flows for each of the years in the three-year period ended December 31, 2010. These financial statements are the responsibility of management of the Superior Refining Business. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Superior Refining Business internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Superior Refining Business as of December 31, 2010 and 2009, and the results of its operations and its cash flows for each of the years in the three-year period ended December 31, 2010, in conformity with U.S. generally accepted accounting principles.

/s/ KPMG LLP

June 29, 2011

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SUPERIOR REFINING BUSINESS

BALANCE SHEETS
(Thousands of dollars)

	December 31, 2010	December 31, 2009
Assets		
Current assets		
Accounts receivable, less allowance for doubtful accounts of $630 in 2010 and $730 in 2009	$ 49,613	$ 35,622
Inventories, at lower of cost or market		
Crude oil and blend stocks	23,089	8,890
Finished products	41,329	32,200
Materials and supplies	9,597	8,247
Prepaid expenses	328	335
Deferred income taxes	6,557	
Total current assets	130,513	85,294
Property, plant and equipment, at cost	346,299	312,025
Less accumulated depreciation	(187,713)	(175,375)
Net property, plant and equipment	158,586	136,650
Deferred turnaround costs	13,271	17,262
Deferred charges and other assets	663	892
Total assets	$ 303,033	$ 240,098
Liabilities and Net Parent Investment		
Current liabilities		
Accounts payable and accrued liabilities	105,679	64,370
Deferred income taxes		5,748
Total current liabilities	105,679	70,118
Deferred income taxes	33,258	23,887
Deferred credits and other liabilities	3,096	3,450
Net parent investment	161,000	142,643
Total liabilities and net parent investment	$ 303,033	$ 240,098

See accompanying notes to financial statements.

SUPERIOR REFINING BUSINESS

STATEMENTS OF INCOME AND COMPREHENSIVE INCOME
(Thousands of dollars)

	Years Ended December 31,		
	2010	**2009**	**2008**
Revenues			
Sales and other operating revenues:			
Related parties	$ 790,228	$ 577,236	$ 752,175
Third parties	299,213	233,012	261,361
Other income	1,744	1,298	3,419
Total revenues	1,091,185	811,546	1,016,955
Costs and expenses			
Crude oil and product purchases:			
Related parties	159,207	85,285	114,084
Third parties	783,674	585,158	775,176
Operating expenses	85,233	92,367	97,324
General and administrative expenses	13,412	12,044	11,559
Depreciation expense	12,362	12,728	12,767
Interest expense	10	296	19
Total costs and expenses	1,053,898	787,878	1,010,929
Income before income taxes	37,287	23,668	6,026
Income tax expense			
Federal	11,542	8,084	2,033
State	1,871	1,106	281
Total income tax expense	13,413	9,190	2,314
Net income and comprehensive income	$ 23,874	$ 14,478	$ 3,712

See accompanying notes to financial statements.

SUPERIOR REFINING BUSINESS

STATEMENTS OF CHANGES IN NET PARENT INVESTMENT
(Thousands of dollars)

Balance as of January 1, 2008	$	74,696
Net income		3,712
Change in amount owed to/from Parent		71,419
Balance as of December 31, 2008		149,827
Net income		14,478
Change in amount owed to/from Parent		(21,662)
Balance as of December 31, 2009		142,643
Net income		23,874
Change in amount owed to/from Parent		(5,517)
Balance as of December 31, 2010	$	161,000

See accompanying notes to financial statements.

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SUPERIOR REFINING BUSINESS

STATEMENTS OF CASH FLOWS
(Thousands of dollars)

	Years Ended December 31, 2010	2009	2008
Operating activities			
Net income	$ 23,874	$ 14,478	$ 3,712
Adjustments to reconcile net income to net cash provided (required) by operating activities			
Depreciation expense	12,362	12,728	12,767
Amortization of deferred major repair costs	6,356	7,055	5,900
Deferred income taxes	(2,934)	6,885	1,317
Decreases (increases) in operating working capital:			
Accounts receivable trade	(13,991)	(15,549)	19,162
Inventories	(24,678)	(1,233)	(2,861)
Prepaid expenses	7	205	424
Accounts payable and accrued liabilities	41,309	27,704	(65,423)
Other operating activities net	(126)	(161)	254
Net cash provided (required) by operating activities	42,179	52,112	(24,748)
Investing activities			
Property additions	(34,297)	(30,450)	(22,860)
Expenditures for major repairs	(2,365)		(23,811)
Net cash required by investing activities	(36,662)	(30,450)	(46,671)
Financing activities			
Net change in amount owed to (due from) parent	(5,517)	(21,662)	71,419
Net cash provided (required) by financing activities	(5,517)	(21,662)	71,419
Net increase (decrease) in cash and cash equivalents			
Cash and cash equivalents at beginning of year			
Cash and cash equivalents at end of year	$	$	$
Supplemental cash flow disclosures			
Cash paid during the year for interest	$ 2	$ 273	$ 18

See accompanying notes to financial statements.

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SUPERIOR REFINING BUSINESS
NOTES TO FINANCIAL STATEMENTS
December 31, 2010 and 2009
(Thousands of dollars)

A. Business Description

The Superior Refining Business (the Business) includes the operations of the Superior, Wisconsin Refinery (the Refinery) and the major related marketing assets. The Business is owned by Murphy Oil USA, Inc. (MOUSA), a wholly owned subsidiary of Murphy Oil Corporation (Murphy or Parent). Murphy acquired the Refinery in 1958.

The Refinery has a rated throughput capacity of 35,000 barrels of crude oil per stream day. The Refinery is located adjacent to the Interprovincial Pipeline (IPL) that originates in Alberta, Canada. The Refinery utilizes the IPL to obtain most of its crude oil feedstock, which includes light, sweet synthetic and conventional crude oils as well as heavy asphaltic type crude oil. In addition to a crude unit, the Refinery s other units include vacuum distillation, fluid catalytic cracking, naphtha hydrotreating, catalytic reforming, and gasoline and distillate hydrotreating.

The major marketing assets of the Business include several owned or leased refined product terminals, including:

Superior, Wisconsin light products, asphalt

Duluth, Minnesota light products

Duluth Marine, Minnesota marine bunker fuels

Rhinelander, Wisconsin asphalt

Crookston, Minnesota asphalt

Grand Island, Nebraska (leased) asphalt

Tooele, Utah (leased) asphalt

The Business includes the crude oil supply activities of the Refinery. Amounts owed for purchases of crude oil from third parties are included in accounts payable and accrued liabilities.

The Superior terminal is adjacent to the Refinery. Product is shipped to the Duluth light products terminal by pipeline. Asphalt is trucked to Rhinelander and Crookston and is transported by rail to Grand Island and Tooele. Marine bunker fuels are shipped via truck to the Duluth marine terminal, which is located on Lake Superior.

B. Significant Accounting Policies

Basis of Presentation These financial statements have been prepared in accordance with applicable United States generally accepted accounting principles (GAAP). Although the Business is operated as a component of an integrated U.S. refining and marketing (R&M) operation, these financial statements are presented as if the Business was operated as a stand-alone entity separate from an integrated R&M operation.

Significant considerations in preparing these financial statements include:

use of MOUSA s historical cost basis in the Business.

the Business sells a significant portion of its refined products to related parties, primarily the marketing division of MOUSA. The transfer price used for these product sales is based primarily on the Platt s Group III Mean posted price for the month the sale to the related party occurred.

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SUPERIOR REFINING BUSINESS
NOTES TO FINANCIAL STATEMENTS (Contd.)
December 31, 2010 and 2009
(Thousands of dollars)

the Business purchases certain crude oil feedstock from affiliates of Murphy. The purchase price has been established for this crude oil based on NYMEX WTI calendar month average plus/minus a differential.

the Business does not have its own financing facilities. The Business relies on Murphy and its subsidiaries to provide credit and financing as needed to operate.

allocations and estimates of general and administrative costs attributable to operations of the Business have been made as determined by management in accordance with SEC Staff Accounting Bulletin (SAB) Topic 1-B Allocation of expenses and related disclosures in financial statements of subsidiaries, divisions or lesser business components of another entity. This includes allocation for MOUSA and Murphy overhead as deemed appropriate.

The historical results are not necessarily indicative of the results to be expected in future periods.

Use of Estimates In preparing the financial statements of the Business in conformity with U.S. GAAP, management has made a number of estimates and assumptions related to the reporting of assets, liabilities, revenues, and expenses and the disclosure of contingent assets and liabilities. Actual results may differ from the estimates.

Revenue Recognition Revenues associated with sales of refined products are recorded when deliveries have occurred and legal ownership of the commodity transfers to the customer, which may include related party sales to other components of MOUSA. Title transfers for bulk refined products generally occur at pipeline custody points or upon truck loading at product terminals.

The Business enters into buy/sell and similar arrangements when crude oil and other petroleum products are held at one location but are needed at a different location. The Business often pays or receives funds related to the buy/sell arrangement based on location or quality differences. The Business accounts for such transactions on a net basis in its Statements of Income.

Taxes Collected From Customers and Remitted to Government Authorities Excise and other taxes collected on sales of refined products and remitted to governmental agencies are excluded from revenues and costs and expenses in the Statements of Income. Excise taxes collected and remitted were $45,173 in 2010, $42,335 in 2009, and $40,815 in 2008.

Cash and Cash Equivalents Short-term investments, which include government securities and other instruments with government securities as collateral, that have a maturity of three months or less from the date of purchase are classified as cash equivalents. The Business, similar to all MOUSA businesses, participates in Murphy s consolidated U.S. cash management system. Therefore, all cash inflows and outflows of the Business are managed by Murphy and accounted for as a change in Net Parent Investment. See also Net Parent Investment section of this note and Note L.

Accounts Receivable The Business accounts receivable include certain direct sales to third parties from the Refinery and sales from terminals. The receivables are recorded at the invoiced amount and do not bear interest. The allowance for doubtful accounts is management s best estimate of the amount of probable credit losses on these receivables.

Management reviews this allowance at least quarterly and bases its assessment on a combination of current information about its customers and historical write-off experience.

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SUPERIOR REFINING BUSINESS
NOTES TO FINANCIAL STATEMENTS (Contd.)
December 31, 2010 and 2009
(Thousands of dollars)

Inventories Inventories of crude oil, other blend stocks and finished products are valued at the lower of cost, applied on a last-in, first-out (LIFO) basis, or market. Materials and supplies are valued at the lower of average cost or estimated value.

Property, Plant and Equipment Refineries and certain marketing facilities are depreciated primarily using the straight-line method with depreciable lives ranging from 16 to 25 years. Gains and losses on disposals or retirements are included in income as a separate component of revenues. Management evaluates impairment of long-lived assets on a specific asset basis or in groups of similar assets, as applicable. An impairment is recognized when the estimated undiscounted future net cash flows of an asset are less than its carrying value.

The Business has not recorded an asset retirement obligation (ARO) for its refining and certain of its marketing assets because sufficient information is presently not available to estimate a range of potential settlement dates for the obligation. These assets are consistently being upgraded and are expected to be operational into the foreseeable future. An ARO liability will be recorded in the period in which sufficient information exists to estimate the liability. An insignificant ARO liability for the Duluth Marine terminal has been recorded in the Business Balance Sheets within deferred credits and other liabilities for all years presented.

Turnarounds for major processing units are scheduled at four to five year intervals at the Refinery. Turnaround work associated with various other less significant units at the Refinery will vary depending on operating requirements and events. The Business defers turnaround costs incurred and amortizes such costs through Operating Expenses over the period until the next scheduled turnaround. All other maintenance and repairs are expensed as incurred. Renewals and betterments are capitalized.

Environmental Liabilities A liability for environmental matters is established when it is probable that an environmental obligation exists and the cost can be reasonably estimated. If there is a range of reasonably estimated costs, the most likely amount will be recorded, or if no amount is most likely, the minimum of the range is used. Related expenditures are charged against the liability. Environmental remediation liabilities have not been discounted for the time value of future expected payments. Environmental expenditures that have future economic benefit are capitalized.

Income Taxes The Business accounts for income taxes using the asset and liability method. Under this method, income taxes are provided for amounts currently payable and for amounts deferred as tax assets and liabilities based on differences between the financial statement carrying amounts and the tax bases of existing assets and liabilities. Deferred income taxes are measured using the enacted tax rates that are in effect when the differences are expected to reverse.

The Business results of operations are included in the consolidated federal income tax return of Murphy, while in most cases, these results have been included in the various state tax returns of MOUSA. For these financial statements, federal and state income taxes have been computed and recorded as if the Business filed separate federal and state income tax returns. Federal and state income tax benefits of operating losses generated are recognized to the extent that they could be expected to reduce federal income tax expense for the Business via a carryback to a previous year or carried forward for use in a subsequent year. The calculations of current and deferred income taxes, therefore, require use of certain assumptions, allocations and estimates that management believes are reasonable to reflect the

Business income taxes as a stand-alone taxpayer. The Business has elected to classify any interest expense and penalties related to the underpayment of income taxes in Interest Expense in the Statements of Income.

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SUPERIOR REFINING BUSINESS
NOTES TO FINANCIAL STATEMENTS (Contd.)
December 31, 2010 and 2009
(Thousands of dollars)

Derivative Instruments and Hedging Activities The fair value of a derivative instrument is allocated as an asset or liability in the Business Balance Sheets as the derivative provides an effective economic hedge to identified risks associated with the Business. Upon entering into a derivative contract, management may designate the derivative as either a fair value hedge or a cash flow hedge, or decide that the contract is not a hedge, and thenceforth, recognize changes in the fair value of the contract in earnings. Management documents the relationship between the derivative instrument designated as a hedge and the hedged items as well as its objective for risk management and strategy for use of the hedging instrument to manage the risk. Derivative instruments designated as fair value or cash flow hedges are linked to specific assets and liabilities or to specific firm commitments or forecasted transactions. Management assesses at inception and on an ongoing basis whether a derivative instrument used as a hedge is highly effective in offsetting changes in the fair value or cash flows of the hedged item. A derivative that is not a highly effective hedge does not qualify for hedge accounting. Changes in the fair value of a qualifying fair value hedge are recorded in earnings along with the gain or loss on the hedged item. Changes in the fair value of a qualifying cash flow hedge are recorded in other comprehensive loss until the hedged item is recognized in earnings. When the income effect of the underlying cash flow hedged item is recognized in the Statements of Income, the fair value of the associated cash flow hedge is reclassified from other comprehensive income or loss into earnings. Ineffective portions of a cash flow hedge derivative s change in fair value are recognized currently in earnings. If a derivative instrument no longer qualifies as a cash flow hedge and the underlying forecasted transaction is no longer probable of occurring, hedge accounting is discontinued and the gain or loss recorded in other comprehensive or loss is recognized immediately in earnings. See Note H for further information about the Business derivative instruments.

Stock-Based Compensation The fair value of awarded stock options and restricted stock units is determined based on a combination of management assumptions and the market value of Murphy s common stock. Management uses the Black-Scholes option pricing model for computing the fair value of stock options. The primary assumptions made by management include the expected life of the stock option award and the expected volatility of Murphy s common stock prices. Management uses both historical data and current information to support its assumptions. Stock option expense is recognized on a straight-line basis over the respective vesting period of two or three years. Management uses a Monte Carlo valuation model to determine the fair value of performance-based restricted stock units and expense is recognized over the three-year vesting period. Management estimates the number of stock options and performance-based restricted stock units that will not vest and adjusts its compensation expense accordingly. Differences between estimated and actual vested amounts are accounted for as an adjustment to expense when known. See note G for a discussion of the basis of allocation of such costs.

Net Parent Investment The Net Parent Investment represents a net balance reflecting Murphy s initial investment in the Business and subsequent adjustments resulting from the operations of the Business and various transactions between the Business and Murphy. The balance is the result of the Business participation in Murphy s centralized cash management program under which all the Business cash receipts are remitted to and all cash disbursements are funded by Murphy. The net balance includes amounts due from or owed to Parent. Other transactions affecting the Net Parent Investment include general and administrative expenses incurred by Murphy and allocated to the Business. There are no terms of settlement or interest charges associated with the Net Parent Investment balance. Changes in amounts owed to or due from Parent are included in financing activities in the Statements of Cash Flows.

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C. Inventories

Inventories accounted for under the LIFO method totaled $64,418 at December 31, 2010 and $41,090 at December 31, 2009. These amounts were $104,163 and $84,218, respectively, less than such inventories would have been valued using the FIFO method. There were no substantial liquidations of LIFO inventory layers for the year ended December 31, 2010. During the years ended December 31, 2009 and 2008, the Business incurred liquidations of LIFO inventory layers that resulted in (losses)/gains in income before income taxes of $(3,425) and $7,130, respectively.

D. Property, Plant and Equipment

Investment in property, plant and equipment at December 31, 2010 and 2009 is shown below.

	2010		2009	
	Cost	**Net**	**Cost**	**Net**
Refining	$ 322,110	149,126	288,545	126,784
Other	24,189	9,460	23,480	9,866
	$ 346,299	158,586	312,025	136,650

E. Income Taxes

The components of income tax expense (benefit) for the three years ended December 31, 2010 were as follows.

	2010	2009	2008
Federal Current	$ 14,092	$ 2,016	$ 873
Deferred	(2,550)	6,068	1,160
	11,542	8,084	2,033
State current and deferred	1,871	1,106	281
Total income tax expense	$ 13,413	$ 9,190	$ 2,314

The following table reconciles income taxes based on the U.S. statutory tax rate to the Company s income tax expense.

	2010	2009	2008
Income tax expense based on the U.S. statutory tax rate	$ 13,050	$ 8,284	$ 2,109

State income taxes, net of federal benefit	1,216	718	182
Qualified production activities deduction	(899)	(129)	(56)
Other, net	46	317	79
Total	$ 13,413	$ 9,190	$ 2,314

An analysis of the Company s deferred tax assets and deferred tax liabilities at December 31, 2010 and 2009, showing the tax effects of significant temporary differences follows.

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	2010	2009
Deferred tax assets		
Inventory valuation	$ 6,057	$
Liabilities for dismantlements	137	229
Other deferred tax assets	1,221	1,378
Total deferred tax assets	7,415	1,607
Deferred tax liabilities		
Accumulated depreciation	(26,949)	(16,057)
Deferred turnaround costs	(4,645)	(6,042)
Inventory valuation		(6,371)
Other	(2,522)	(2,772)
Total deferred tax liabilities	(34,116)	(31,242)
Net deferred tax liabilities	$ (26,701)	$ (29,635)

In management s judgment, the deferred tax assets in the preceding table will more likely than not be realized as reductions of future taxable income of the Business. There were no valuation allowances for deferred tax assets at the end of either year.

Under U.S. GAAP the financial statement recognition of the benefit for a tax position is dependent upon the benefit being more likely than not to be sustainable upon audit by the applicable taxing authority. If this threshold is met, the tax benefit is then measured and recognized at the largest amount that is greater than 50 percent likely of being realized upon ultimate settlement. The Business has not recorded any effect for unrecognized income tax benefits for either of the years reported.

Murphy s tax returns in multiple jurisdictions that include the Business are subject to audit by taxing authorities. These audits often take years to complete and settle. As of December 31, 2010, the earliest year remaining open for audit and/or settlement in the United States is 2007. Although management believes that recorded liabilities for unsettled issues are adequate, gains or losses could occur in future years from resolution of outstanding matters.

F. Employee and Retiree Benefit Plans

Pension and Other Postretirement Plans Murphy sponsors noncontributory defined benefit pension plans for union employees at the Refinery. In addition, Murphy has noncontributory defined benefit pension plans that cover most full-time non-union employees of the Business. The activities of these plans are allocated by Murphy s consulting actuary to the various operations of Murphy, which includes the Business. Murphy s tax qualified plans meet the funding requirements of federal laws and regulations. Murphy also sponsors a plan that provides health care and life insurance benefits, which are not funded, for most retired employees. The health care benefits are contributory; the life insurance benefits are noncontributory. For purposes of these financial statements, the Business is considered to be participating in multi-employer benefit plans of Murphy due to commingling of various plan assets of Murphy.

The Business allocated share of the Parent s employee pension and postretirement plan expenses was $2,374, $2,133, and $1,736 for the years ended December 31 2010, 2009, and

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2008, respectively. Employee benefit plan expenses incurred by the Business are included in operating expenses with the related payroll costs.

Thrift Plans Most full-time employees of the Business may participate in thrift plans by allotting up to a specified percentage of their base pay. Murphy matches contributions at a stated percentage of each employee s allotment based on years of participation in the plans. Amounts charged to expense for these plans were $432 in 2010, $423 in 2009 and $459 in 2008.

G. Stock-Based Compensation

Costs resulting from all share-based payment transactions are allocated and recognized as an expense in the financial statements using a fair value-based measurement method over the periods that the awards vest. Certain employees of Murphy have received annual grants in the form of Murphy stock options and/or restricted stock units. Accordingly, the Business has recorded compensation expense for these plans in accordance with SAB Topic 1-B. All compensation expense related to these plans for full-time employees of the Business has been allocated 100% to the Business. For employees whose services cover both the Business and other Murphy entities, the Business records share-based compensation based on the estimated percentage of time spent by each management member providing services to the Business applied to the total share-based compensation of each employee. Amounts recognized in the financial statements by the Business with respect to Murphy s share-based plans are as follows.

	2010	2009	2008
Compensation charged against income before income tax benefit	$ 1,670	$ 1,288	$ 1,390
Related income tax benefit recognized in income	585	451	487

These amounts recognized have been allocated based on similar methods to other compensation related expenses (i.e. salaries and other benefits).

As of December 31, 2010, there was $946 in compensation costs to be expensed over approximately the next two years related to unvested share-based compensation arrangements granted to employees of the Business.

Stock Options Murphy s Executive Compensation Committee (the Committee) fixes the option price of each option granted at no less than fair market value (FMV) of Murphy common stock on the date of the grant and fixes the option term at seven years from such date. One-half of each grant is exercisable after two years and the remainder after three years. The fair value of each option award is estimated on the date of grant using the Black-Scholes pricing model.

Performance-Based Restricted Stock Units Restricted stock units were granted in 2008 through 2010 under Murphy s 2007 Long-Term Incentive Plan. Each grant will vest if Murphy achieves specific objectives based on market conditions at the end of the designated performance period. Additional shares may be awarded if objectives are exceeded, but some or all shares may be forfeited if objectives are not met. The performance conditions generally include a measure of Murphy s total shareholder return over the performance period compared to an industry peer group of companies. No dividends are paid or voting rights exist on awards of restricted stock units; however, if these restricted stock units ultimately vest, past dividends from the date of award will also accrue. During the performance period, restricted stock units are subject to transfer restrictions and are subject to forfeiture if a grantee terminates employment. The fair

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value of the performance units granted from 2008 through 2010 was estimated on the date of grant using a Monte Carlo valuation model. If performance goals are not met, shares will not be awarded, but recognized compensation cost associated with the stock award would not be reversed.

H. Financial Instruments and Risk Management

Derivative Instruments The Business makes limited use of derivative instruments to manage certain risks related to commodity prices. The use of derivative instruments for risk management is covered by operating policies and is closely monitored by senior management. The Business does not hold any derivatives for speculative purposes and it does not use derivatives with leveraged or complex features. Derivative instruments are traded primarily with creditworthy major financial institutions or over national exchanges such as the New York Mercantile Exchange (NYMEX). To qualify for hedge accounting, the changes in the market value of a derivative instrument must historically have been, and would be expected to continue to be, highly effective at offsetting changes in the prices of the hedged item. To the extent that the change in fair value of a derivative instrument has less than perfect correlation with the change in the fair value of the hedged item, a portion of the change in fair value of the derivative instrument is considered ineffective and would normally be recorded in earnings during the affected period.

Fair Value The fair value of a financial instrument is the amount at which the instrument could be exchanged in a current transaction between willing parties. Cash and cash equivalents, accounts receivable, investments and noncurrent receivables included in other assets, accounts payable and accrued liabilities all had fair values approximating carrying amounts. The fair value of letters of credit, which represents fees associated with obtaining the instruments, was nominal.

Crude Oil Purchase Price Risks The Business purchases crude oil as feedstock and is therefore subject to commodity price risk. Short-term derivative instruments were outstanding at December 31, 2010 to manage the purchase of 118,000 barrels of crude oil at the Refinery. Total pretax charges from marking these contracts to market for 2010 were $335.

At December 31, 2010, the fair value of derivative instruments not designated as hedging instruments are presented in the following table.

	December 31, 2010			
	Asset Derivatives		Liability Derivatives	
	Balance Sheet Location	Fair Value	Balance Sheet Location	Fair Value
Commodity derivative contracts		$	Accounts payable and accrued liabilities	$ 335

No commodity derivative contracts were outstanding as of December 31, 2009.

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SUPERIOR REFINING BUSINESS
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For the three-year period ended December 31, 2010, the gains and losses recognized in the Statements of Income for commodity derivative contracts not designated as hedging instruments are presented in the following table.

Year Ended	Location of Gain (Loss) Recognized in Income on Derivative	Amount of Gain (Loss) Recognized in Income on Derivative
December 31, 2010	Crude oil and product purchases	$ (721)
December 31, 2009	Crude oil and product purchases	(8,656)
December 31, 2008	Crude oil and product purchases	576

Credit Risks The primary credit risks for the Business are associated with trade accounts receivable and derivative instruments. Trade receivables arise mainly from sales of petroleum products to a large number of customers who are geographically dispersed in the United States. The credit history and financial condition of potential customers are reviewed before credit is extended, security is obtained when deemed appropriate based on a potential customer s financial condition, and routine follow-up evaluations are made. The combination of these evaluations and the large number of customers tends to limit the risk of credit concentration to an acceptable level.

I. Commitments

Commitments for capital expenditures were approximately $19,003 at December 31, 2010 for projects at the Refinery.

J. Contingencies

The operations and earnings of the Business have been and may be affected by various forms of governmental action. Examples of such governmental action include, but are by no means limited to: tax increases and retroactive tax claims; import and export controls; price controls; currency controls; allocation of supplies of crude oil and petroleum products, corn and other goods; laws and regulations intended for the promotion of safety and the protection and/or remediation of the environment; governmental support for other forms of energy; and laws and regulations affecting the Business relationships with employees, suppliers, customers, stockholders and others. Because governmental actions are often motivated by political considerations, may be taken without full consideration of their consequences, and may be taken in response to actions of other governments, it is not practical to predict the likelihood of such actions, the form the actions may take or the effect such actions may have on the Business.

Environmental and Safety Matters The Business and other companies in the oil and gas industry are subject to numerous federal, state and local laws and regulations dealing with the environment. Violation of federal or state environmental laws, regulations and permits can result in the imposition of significant civil and criminal penalties, injunctions and construction bans or delays. A discharge of hazardous substances into the environment could, to the extent such event is not insured, subject the Business to substantial expense, including both the cost to comply with applicable regulations and claims by neighboring landowners and other third parties for any personal injury and property damage that might result.

The Business currently owns or leases, and has in the past owned or leased, properties at which hazardous substances have been or are being handled. Although the Business has used operating and disposal practices that were standard in the industry at the time, hazardous

SUPERIOR REFINING BUSINESS
NOTES TO FINANCIAL STATEMENTS (Contd.)
December 31, 2010 and 2009
(Thousands of dollars)

substances may have been disposed of or released on or under the properties owned or leased by the Business or on or under other locations where these wastes have been taken for disposal. In addition, many of these properties have been operated by third parties whose treatment and disposal or release of hydrocarbons or other wastes were not under the control of the Business. Under existing laws, the Business could be required to remove or remediate previously disposed wastes (including wastes disposed of or released by prior owners or operators), and to clean up contaminated property (including contaminated groundwater). While some of these historical properties are in various stages of negotiation, investigation, and/or cleanup, the Business is investigating the extent of any such liability and the availability of applicable defenses and believes costs related to these sites will not have a material adverse affect on the Business future net income, financial condition or liquidity.

There is the possibility that environmental expenditures could be required at currently unidentified sites, and new or revised regulations could require additional expenditures at the known site. However, based on information currently available, the amount of future remediation costs incurred at known or currently unidentified sites is not expected to have a material adverse effect on the Business future net income, cash flows or liquidity.

Legal Matters The Business and Murphy are engaged in a number of other legal proceedings, all of which management considers routine and incidental to its business. Based on information currently available, the ultimate resolution of environmental and legal matters referred to in this note is not expected to have a material adverse effect on the Business net income, financial condition or liquidity in a future period.

K. Assets and Liabilities Measured at Fair Value

The Business adopted the FASB s fair value measurements rule on January 1, 2008. The portion of the rule applicable to nonrecurring nonfinancial assets and liabilities was adopted on January 1, 2009. The rule establishes a fair value hierarchy based on the quality of inputs used to measure fair value, with Level 1 being the highest quality and Level 3 being the lowest quality. Level 1 inputs are quoted prices in active markets for identical assets or liabilities. Level 2 inputs are observable inputs other than quoted prices included within Level 1. Level 3 inputs are unobservable inputs which reflect assumptions about pricing by market participants.

The Business carries certain liabilities at fair value in its Balance Sheet. The fair value measurements for these assets at December 31, 2010 are presented in the following table.

		Fair Value Measurements at Reporting Date Using		
	Fair Value at December 31, 2010	Quoted Prices in Active Markets for Identical Assets (Liabilities) (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)

Liabilities			
Commodity derivatives	$	(335)	(335)

There were no assets or liabilities measured at fair value as of December 31, 2009.

The fair value of commodity derivative was determined based on market quotes for West Texas Intermediate crude contracts at the balance sheet date. The change in fair value of commodity derivatives is recorded in Crude Oil and Product Purchases in the Statements of Income. The

SUPERIOR REFINING BUSINESS
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December 31, 2010 and 2009
(Thousands of dollars)

carrying value of the Business Accounts Receivable and Accounts Payable approximates fair value.

L. Related Party Transactions

Related-party transactions of the Business include the sale of refined products by the Business to MOUSA, the purchases of crude oil and natural gas by the Business from Murphy, and the allocation of certain general and administrative costs from Murphy to the Business.

Sales of refined products from the Business to MOUSA are recorded at intercompany transfer prices which are market prices adjusted by quality, location, and other differentials on the date of the sale. Purchases of crude oil and natural gas by the Business from Murphy are recorded at market prices. General and administrative costs are charged by Murphy to the Business based on management s determination of such costs attributable to the operations of the Business. However, such related-party transactions cannot be presumed to be carried out on an arm s length basis as the requisite conditions of competitive, free-market dealings may not exist. For purposes of these financial statements, payables and receivables related to transactions between the Business and MOUSA are included as a component of the Net Parent Investment.

Murphy provides cash management services to the Business. As a result, the Business generally remits funds received to Murphy, and Murphy pays all operating and capital expenditures on behalf of the Business. Such cash transactions are reflected in the change in the Net Parent Investment.

During 2010, 2009, and 2008, Murphy provided the Business with certain general and administrative services, including centralized corporate functions of legal, accounting, treasury, environmental, engineering, information technology, and human resources. For these services, Murphy charged the Business a portion of its total general and administrative expenses incurred in the United States, with this allocation based on one or more of (a) percentage of direct costs incurred, (b) Refinery throughput, and (c) employee headcount. The amounts allocated were $12,756, $11,477, and $11,026 for the years ended December 31, 2010, 2009, and 2008, respectively.

Management believes that the assumptions, estimates and allocations used to prepare the financial statements of the Business are reasonable. The revenues, costs and expenses reflected in the financial statements may have been different had the Business operated as a separate entity.

M. Operating Expenses

Operating expenses in 2008 included $4,791 for write-off of work-in-progress costs for an ultra-low sulfur diesel hydrotreater unit that was abandoned.

N. Subsequent Events

Management has evaluated subsequent events through the date of issuance of these financial statements (June 29, 2011). In certain cases, events that occur after the balance sheet date lead to recognition and/or disclosure in the financial statements.

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SUPERIOR REFINING BUSINESS

BALANCE SHEETS
(Thousands of dollars)

	June 30, 2011 (Unaudited)	December 31, 2010
Assets		
Current assets		
Accounts receivable, less allowance for doubtful accounts of $862 in 2011 and $630 in 2010	$ 80,906	$ 49,613
Inventories, at lower of cost or market		
Crude oil and blend stocks	23,192	23,089
Finished products	81,907	41,329
Materials and supplies	14,175	9,597
Prepaid expenses	940	328
Deferred income taxes	6,563	6,557
Total current assets	207,683	130,513
Property, plant and equipment, at cost	362,863	346,299
Less accumulated depreciation	(194,934)	(187,713)
Net property, plant and equipment	167,929	158,586
Deferred turnaround costs	10,261	13,271
Deferred charges and other assets	669	663
Total assets	$ 386,542	$ 303,033
Liabilities and Net Parent Investment		
Current liabilities		
Accounts payable and accrued liabilities	112,792	105,679
Total current liabilities	112,792	105,679
Deferred income taxes	32,274	33,258
Deferred credits and other liabilities	2,943	3,096
Net parent investment	238,533	161,000

Total liabilities and net parent investment	$ 386,542	$ 303,033

See accompanying notes to financial statements.

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SUPERIOR REFINING BUSINESS

STATEMENTS OF INCOME AND COMPREHENSIVE INCOME
(Thousands of dollars)
(Unaudited)

	Six Months Ended June 30, 2011	Six Months Ended June 30, 2010
Revenues		
Sales and other operating revenues:		
Related parties	$ 527,793	$ 372,735
Third parties	140,852	97,600
Other income	383	477
Total revenues	669,028	470,812
Costs and expenses		
Crude oil and product purchases:		
Related parties	94,711	40,305
Third parties	475,772	373,145
Operating expenses	52,283	40,267
General and administrative expenses	7,982	6,286
Depreciation expense	7,252	5,973
Interest expense		2
Total costs and expenses	638,000	465,978
Income before income taxes	31,028	4,834
Income tax expense		
Federal	9,622	1,500
State	1,548	243
Total income tax expense	11,170	1,743
Net income and comprehensive income	$ 19,858	$ 3,091

See accompanying notes to financial statements.

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SUPERIOR REFINING BUSINESS

STATEMENTS OF CHANGES IN NET PARENT INVESTMENT
(Thousands of dollars)
(Unaudited)

		2011
Balance as of January 1	$	161,000
Net income		19,858
Change in amount owed to/from Parent		57,675
Balance as of June 30	$	238,533

See accompanying notes to financial statements

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SUPERIOR REFINING BUSINESS

STATEMENTS OF CASH FLOWS
(Thousands of dollars)
(Unaudited)

	Six Months Ended June 30, 2011	2010
Operating activities		
Net income	$ 19,858	$ 3,091
Adjustments to reconcile net income to net cash provided (required) by operating activities:		
Depreciation expense	7,252	5,973
Amortization of deferred major repair costs	3,013	3,349
Deferred income taxes	(990)	(126)
Decreases (increases) in operating working capital:		
Accounts receivable trade	(31,293)	(48,831)
Inventories	(45,259)	(45,078)
Prepaid expenses	(612)	172
Accounts payable and accrued liabilities	7,113	26,965
Other operating activities net	(159)	(113)
Net cash required by operating activities	(41,077)	(54,598)
Investing activities		
Property additions	(16,595)	(19,721)
Expenditures for major repairs	(3)	(2,317)
Net cash required by investing activities	(16,598)	(22,038)
Financing activities		
Net change in amount owed to (due from) parent	57,675	76,636
Net cash required by financing activities	57,675	76,636
Net change in cash and cash equivalents		
Cash and cash equivalents at beginning of year		
Cash and cash equivalents at end of year	$	$

Supplemental cash flow disclosures

Cash paid during the year for interest	$	$	2

See accompanying notes to financial statements.

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SUPERIOR REFINING BUSINESS
NOTES TO FINANCIAL STATEMENTS
June 30, 2011 and 2010
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(Unaudited)

A. BUSINESS DESCRIPTION

The Superior Refining Business (the Business) includes the operations of the Superior, Wisconsin Refinery (the Refinery) and the major related marketing assets. The Business is owned by Murphy Oil USA, Inc. (MOUSA), a wholly-owned subsidiary of Murphy Oil Corporation (Murphy or Parent). Murphy acquired the Refinery in 1958.

The Refinery has a rated throughput capacity of 35,000 barrels of crude oil per stream day. The Refinery is located adjacent to the Interprovincial Pipeline (IPL) that originates in Alberta, Canada. The Refinery utilizes the IPL to obtain most of its crude oil feedstock, which includes light, sweet synthetic and conventional crude oils as well as heavy asphaltic type crude oil. In addition to a crude unit, the Refinery s other units include vacuum distillation, fluid catalytic cracking, naphtha hydrotreating, catalytic reforming, and gasoline and distillate hydrotreating.

The major marketing assets of the Business include several owned or leased refined product terminals, including:

Superior, Wisconsin light products, asphalt

Duluth, Minnesota light products

Duluth Marine, Minnesota marine bunker fuels

Rhinelander, Wisconsin asphalt

Crookston, Minnesota asphalt

Grand Island, Nebraska (leased) asphalt

Tooele, Utah (leased) asphalt

The Business includes the crude oil supply activities of the Refinery. Amounts owed for purchases of crude oil from third parties are included in accounts payable and accrued liabilities.

The Superior terminal is adjacent to the Refinery. Product is shipped to the Duluth light products terminal by pipeline. Asphalt is trucked to Rhinelander and Crookston and is transported by rail to Grand Island and Tooele. Marine bunker fuels are shipped via truck to the Duluth marine terminal, which is located on Lake Superior.

B. SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation These financial statements have been prepared in accordance with applicable United States generally accepted accounting principles (GAAP). Although the Business is operated as a component of an integrated U.S. refining and marketing (R&M) operation, these financial statements are presented as if the Business was operated as a stand-alone entity separate from an integrated R&M operation.

In the opinion of the Business management, the unaudited financial statements presented herein include all accruals necessary to present fairly the Business financial position at June 30, 2011, and the results of operations, cash flows and changes in net parent investment for the six-month periods ended June 30, 2011 and 2010, in conformity with accounting principles generally accepted in the United States.

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SUPERIOR REFINING BUSINESS
NOTES TO FINANCIAL STATEMENTS (Contd.)
June 30, 2011 and 2010
(Thousands of dollars)
(Unaudited)

Significant considerations in preparing these financial statements include:

- use of MOUSA s historical cost basis in the Business.
- the Business sells a significant portion of its refined products to related parties, primarily the marketing division of MOUSA. The transfer price used for these product sales is based primarily on the Platt s Group Ill Mean posted price for the month the sale to the related party occurred.
- the Business purchases certain crude oil feedstock from affiliates of Murphy. The purchase price has been established for this crude oil, based on NYMEX WTI calendar month average plus/minus a differential.
- the Business does not have its own financing facilities. The Business relies on Murphy and its subsidiaries to provide credit and financing as needed to operate.
- allocations and estimates of general and administrative costs attributable to operations of the Business have been made as determined by management in accordance with SEC Staff Accounting Bulletin (SAB) Topic 1-B Allocation of expenses and related disclosures in financial statements of subsidiaries, divisions or lesser business components of another entity. This includes allocation for MOUSA and Murphy overhead as deemed appropriate.

The historical results are not necessarily indicative of the results to be expected in future periods.

Use of Estimates In preparing the financial statements of the Business in conformity with U.S. GAAP, management has made a number of estimates and assumptions related to the reporting of assets, liabilities, revenues, and expenses and the disclosure of contingent assets and liabilities. Actual results may differ from the estimates.

Revenue Recognition Revenues associated with sales of refined products are recorded when deliveries have occurred and legal ownership of the commodity transfers to the customer, which may include related party sales to other components of MOUSA. Title transfers for bulk refined products generally occur at pipeline custody points or upon truck loading at product terminals.

The Business enters into buy/sell and similar arrangements when crude oil and other petroleum products are held at one location but are needed at a different location. The Business often pays or receives funds related to the buy/sell arrangement based on location or quality differences. The Business accounts for such transactions on a net basis in its Statements of Income.

Taxes Collected From Customers and Remitted to Government Authorities Excise and other taxes collected on sales of refined products and remitted to governmental agencies are excluded from revenues and costs and expenses in the Statements of Income. Excise taxes collected and remitted were $19,446 and $18,376 in the six-month periods ended June 30, 2011 and 2010, respectively.

Cash and Cash Equivalents Short-term investments, which include government securities and other instruments with government securities as collateral, that have a maturity of three months or less from the date of purchase are classified as cash equivalents. The Business, similar to all MOUSA businesses, participates in Murphy s consolidated U.S. cash management system. Therefore, all cash inflows and outflows of the Business are managed by Murphy and accounted for as a change in Net Parent Investment. See also Net Parent Investment section of this note and Note K.

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SUPERIOR REFINING BUSINESS
NOTES TO FINANCIAL STATEMENTS (Contd.)
June 30, 2011 and 2010
(Thousands of dollars)
(Unaudited)

Accounts Receivable The Business accounts receivable include certain direct sales to third parties from the Refinery and sales from terminals. The receivables are recorded at the invoiced amount and do not bear interest. The allowance for doubtful accounts is management s best estimate of the amount of probable credit losses on these receivables. Management reviews this allowance at least quarterly and bases its assessment on a combination of current information about its customers and historical write-off experience.

Inventories Inventories of crude oil, other blend stocks and finished products are valued at the lower of cost, applied on a last-in, first-out (LIFO) basis, or market. Materials and supplies are valued at the lower of average cost or estimated value.

Property, Plant and Equipment Refineries and certain marketing facilities are depreciated primarily using the straight-line method with depreciable lives ranging from 16 to 25 years. Gains and losses on disposals or retirements are included in income as a separate component of revenues. Management evaluates impairment of long-lived assets on a specific asset basis or in groups of similar assets, as applicable. An impairment is recognized when the estimated undiscounted future net cash flows of an asset are less than its carrying value.

The Business has not recorded an asset retirement obligation (ARO) for its refining and certain of its marketing assets because sufficient information is presently not available to estimate a range of potential settlement dates for the obligation. These assets are consistently being upgraded and are expected to be operational into the foreseeable future. An ARO liability will be recorded in the period in which sufficient information exists to estimate the liability. An insignificant ARO liability for the Duluth Marine terminal has been recorded in the Business Balance Sheets within deferred credits and other liabilities for all periods presented.

Turnarounds for major processing units are scheduled at four to five year intervals at the Refinery. Turnaround work associated with various other less significant units at the Refinery will vary depending on operating requirements and events. The Business defers turnaround costs incurred and amortizes such costs through Operating Expenses over the period until the next scheduled turnaround. All other maintenance and repairs are expensed as incurred. Renewals and betterments are capitalized.

Environmental Liabilities A liability for environmental matters is established when it is probable that an environmental obligation exists and the cost can be reasonably estimated. If there is a range of reasonably estimated costs, the most likely amount will be recorded, or if no amount is most likely, the minimum of the range is used. Related expenditures are charged against the liability. Environmental remediation liabilities have not been discounted for the time value of future expected payments. Environmental expenditures that have future economic benefit are capitalized.

Income Taxes The Business accounts for income taxes using the asset and liability method. Under this method, income taxes are provided for amounts currently payable and for amounts deferred as tax assets and liabilities based on differences between the financial statement carrying amounts and the tax bases of existing assets and liabilities. Deferred income taxes are measured using the enacted tax rates that are in effect when the differences are expected to reverse.

The Business   results of operations are included in the consolidated federal income tax return of Murphy, while in most cases, these results have been included in the various state tax returns of MOUSA. For these financial statements, federal and state income taxes have been computed and recorded as if the Business filed separate federal and state income tax returns. Federal and state

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income tax benefits of operating losses generated are recognized to the extent that they could be expected to reduce federal income tax expense for the Business via a carryback to a previous year or carried forward for use in a subsequent year. The calculations of current and deferred income taxes, therefore, require use of certain assumptions, allocations and estimates that management believes are reasonable to reflect the Business income taxes as a stand-alone taxpayer. The Business has elected to classify any interest expense and penalties related to the underpayment of income taxes in Interest Expense in the Statements of Income.

Derivative Instruments and Hedging Activities The fair value of a derivative instrument is allocated as an asset or liability in the Business Balance Sheets as the derivative provides an effective economic hedge to identified risks associated with the Business. Upon entering into a derivative contract, management may designate the derivative as either a fair value hedge or a cash flow hedge, or decide that the contract is not a hedge, and thenceforth, recognize changes in the fair value of the contract in earnings. Management documents the relationship between the derivative instrument designated as a hedge and the hedged items as well as its objective for risk management and strategy for use of the hedging instrument to manage the risk. Derivative instruments designated as fair value or cash flow hedges are linked to specific assets and liabilities or to specific firm commitments or forecasted transactions. Management assesses at inception and on an ongoing basis whether a derivative instrument used as a hedge is highly effective in offsetting changes in the fair value or cash flows of the hedged item. A derivative that is not a highly effective hedge does not qualify for hedge accounting. Changes in the fair value of a qualifying fair value hedge are recorded in earnings along with the gain or loss on the hedged item. Changes in the fair value of a qualifying cash flow hedge are recorded in other comprehensive loss until the hedged item is recognized in earnings. When the income effect of the underlying cash flow hedged item is recognized in the Statements of Income, the fair value of the associated cash flow hedge is reclassified from other comprehensive income or loss into earnings. Ineffective portions of a cash flow hedge derivative s change in fair value are recognized currently in earnings. If a derivative instrument no longer qualifies as a cash flow hedge and the underlying forecasted transaction is no longer probable of occurring, hedge accounting is discontinued and the gain or loss recorded in other comprehensive or loss is recognized immediately in earnings. See Note H for further information about the Business derivative instruments.

Stock-Based Compensation The fair value of awarded stock options and restricted stock units is determined based on a combination of management assumptions and the market value of Murphy s common stock. Management uses the Black-Scholes option pricing model for computing the fair value of stock options. The primary assumptions made by management include the expected life of the stock option award and the expected volatility of Murphy s common stock prices. Management uses both historical data and current information to support its assumptions. Stock option expense is recognized on a straight-line basis over the respective vesting period of two or three years. Management uses a Monte Carlo valuation model to determine the fair value of performance-based restricted stock units and expense is recognized over the three-year vesting period. Management estimates the number of stock options and performance-based restricted stock units that will not vest and adjusts its compensation expense accordingly. Differences between estimated and actual vested amounts are accounted for as an adjustment to expense when known. See Note G for a discussion of the basis of allocation of such costs.

Net Parent Investment The Net Parent Investment represents a net balance reflecting Murphy s initial investment in the Business and subsequent adjustments resulting from the operations

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of the Business and various transactions between the Business and Murphy. The balance is the result of the Business participation in Murphy s centralized cash management program under which all the Business cash receipts are remitted to and all cash disbursements are funded by Murphy. The net balance includes amounts due from or owed to Parent. Other transactions affecting the Net Parent Investment include general and administrative expenses incurred by Murphy and allocated to the Business. There are no terms of settlement or interest charges associated with the Net Parent Investment balance. Changes in amounts owed to or due from Parent are included in financing activities in the Statements of Cash Flows.

C. INVENTORIES

Inventories accounted for under the LIFO method totaled $105,099 at June 30, 2011 and $64,418 at December 31, 2010. These amounts were $153,124 and $104,163, respectively, less than such inventories would have been valued using the FIFO method.

D. PROPERTY, PLANT AND EQUIPMENT

Investment in property, plant and equipment is shown below.

		June 30, 2011		December 31, 2010	
		Cost	Net	Cost	Net
Refining	$	337,866	158,134	322,110	149,126
Other		24,997	9,795	24,189	9,460
	$	362,863	167,929	346,299	158,586

E. INCOME TAXES

The following table reconciles income taxes based on the U.S. statutory tax rate to the Company s income tax expense.

		Six Months Ended June 30,	
		2011	2010
Income tax expense based on the U.S. statutory tax rate	$	10,860	1,692
State income taxes, net of federal benefit		1,006	158
Qualified production activities deduction		(671)	(105)
Other, net		(25)	(2)
Total	$	11,170	1,743

In management s judgment, the deferred tax assets will more likely than not be realized as reductions of future taxable income of the Business. There were no valuation allowances for deferred tax assets as of June 30, 2011 and 2010.

Under U.S. GAAP the financial statement recognition of the benefit for a tax position is dependent upon the benefit being more likely than not to be sustainable upon audit by the applicable taxing authority. If this threshold is met, the tax benefit is then measured and recognized at the largest

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amount that is greater than 50 percent likely of being realized upon ultimate settlement. The Business has not recorded any effect for unrecognized income tax benefits for either of the periods reported.

Murphy s tax returns in multiple jurisdictions that include the Business are subject to audit by taxing authorities. These audits often take years to complete and settle. As of June 30, 2011, the earliest year remaining open for audit and/or settlement in the United States is 2007. Although management believes that recorded liabilities for unsettled issues are adequate, gains or losses could occur in future years from resolution of outstanding matters.

F. EMPLOYEE AND RETIREE BENEFIT PLANS

Pension and Other Postretirement Plans Murphy sponsors noncontributory defined benefit pension plans for union employees at the Refinery. In addition, Murphy has noncontributory defined benefit pension plans that cover most full-time non-union employees of the Business. The activities of these plans are allocated by Murphy s consulting actuary to the various operations of Murphy, which includes the Business. Murphy s tax qualified plans meet the funding requirements of federal laws and regulations. Murphy also sponsors a plan that provides health care and life insurance benefits, which are not funded, for most retired employees. The health care benefits are contributory; the life insurance benefits are noncontributory. For purposes of these financial statements, the Business is considered to be participating in multi-employer benefit plans of Murphy due to commingling of various plan assets of Murphy.

The Business allocated share of the Parent s employee pension and postretirement plan expenses was $1,257 and $1,103 for the six-month periods ended June 30, 2011 and 2010, respectively. Employee benefit plan expenses incurred by the Business are included in operating expenses with the related payroll costs.

Thrift Plans Most full-time employees of the Business may participate in thrift plans by allotting up to a specified percentage of their base pay. Murphy matches contributions at a stated percentage of each employee s allotment based on years of participation in the plans. Amounts charged to expense for these plans for the six-month periods ended June 30, 2011 and 2010 were $213 and $219, respectively.

G. STOCK-BASED COMPENSATION

Costs resulting from all share-based payment transactions are allocated and recognized as an expense in the financial statements using a fair value-based measurement method over the periods that the awards vest. Certain employees of Murphy have received annual grants in the form of Murphy stock options and/or restricted stock units. Accordingly, the Business has recorded compensation expense for these plans in accordance with SAB Topic 1-B. All compensation expense related to these plans for full-time employees of the Business has been allocated 100% to the Business. For employees whose services cover both the Business and other Murphy entities, the Business records share-based compensation based on the estimated percentage of time spent by each management member providing services to the Business applied to the total share-based

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compensation of each employee. Amounts recognized in the financial statements by the Business with respect to Murphy s share-based plans are as follows.

		Six Months Ended June 30, 2011	2010
Compensation charged against income before income tax benefit	$	772	826
Related income tax benefit recognized in income		270	289

These amounts recognized have been allocated based on similar methods to other compensation related expenses (i.e. salaries and other benefits).

As of June 30, 2011, there was $828 in compensation costs to be expensed over approximately the next two and a half years related to unvested share-based compensation arrangements granted to employees of the Business.

Stock Options Murphy s Executive Compensation Committee (the Committee) fixes the option price of each option granted at no less than fair market value (FMV) of Murphy common stock on the date of the grant and fixes the option term at seven years from such date. One-half of each grant is exercisable after two years and the remainder after three years. The fair value of each option award is estimated on the date of grant using the Black-Scholes pricing model.

Performance-Based Restricted Stock Units Restricted stock units were granted in 2010 and 2011 under Murphy s 2007 Long-Term Incentive Plan, Each grant will vest if Murphy achieves specific objectives based on market conditions at the end of the designated performance period. Additional shares may be awarded if objectives are exceeded, but some or all shares may be forfeited if objectives are not met. The performance conditions generally include a measure of Murphy s total shareholder return over the performance period compared to an industry peer group of companies. No dividends are paid or voting rights exist on awards of restricted stock units; however, if these restricted stock units ultimately vest, past dividends from the date of award will also accrue. During the performance period, restricted stock units are subject to transfer restrictions and are subject to forfeiture if a grantee terminates employment. The fair value of the performance units granted was estimated on the date of grant using a Monte Carlo valuation model. If performance goals are not met, shares will not be awarded, but recognized compensation cost associated with the stock award would not be reversed.

H. FINANCIAL INSTRUMENTS AND RISK MANAGEMENT

Derivative Instruments The Business makes limited use of derivative instruments to manage certain risks related to commodity prices. The use of derivative instruments for risk management is covered by operating policies and is closely monitored by senior management. The Business does not hold any derivatives for speculative purposes and it does not use derivatives with leveraged or complex features. Derivative instruments are traded primarily with creditworthy major financial institutions or over national exchanges such as the New York Mercantile Exchange (NYMEX). To qualify for hedge accounting, the changes in the market value of a derivative instrument must historically have been, and would be expected to continue to be, highly effective at offsetting changes in the prices of the hedged item. To the extent that the change in fair value of a derivative instrument has less than perfect correlation with the change in the fair value of the hedged item, a portion of the

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change in fair value of the derivative instrument is considered ineffective and would normally be recorded in earnings during the affected period.

Fair Value The fair value of a financial instrument is the amount at which the instrument could be exchanged in a current transaction between willing parties. Cash and cash equivalents, accounts receivable, investments and noncurrent receivables included in other assets, accounts payable and accrued liabilities all had fair values approximating carrying amounts. The fair value of letters of credit, which represents fees associated with obtaining the instruments, was nominal.

Crude Oil Purchase Price Risks The Business purchases crude oil as feedstock and is therefore subject to commodity price risk. Short-term derivative instruments were outstanding at June 30, 2011 and 2010 to manage the purchase of 0.1 million barrels of crude oil in each period at the Refinery. The total impact of marking to market derivative contracts in the six-month periods ended June 30, 2011 and 2010 decreased income before taxes by $121 and increased income before taxes by $249, respectively.

At June 30, 2011 and December 31, 2010, the fair value of derivative instruments not designated as hedging instruments are presented in the following table.

	June 30, 2011 Asset (Liability) Derivatives		December 31, 2010 Asset (Liability) Derivatives	
Type of Contracts	**Balance Sheet Location**	**Fair Value**	**Balance Sheet Location**	**Fair Value**
Commodity Derivative	Accounts receivable	$ 1,857	Accounts payable and accrued liabilities	$ (335)

For the six-month periods ended June 30, 2011 and 2010, the gains recognized in the Statements of Income for commodity derivative contracts not designated as hedging instruments are presented in the following table.

Six Months Ended	Location of Gain Recognized in Income on Derivative	Amount of Gain Recognized in Income on Derivative
June 30, 2011	Crude oil and product purchases	$ 388
June 30, 2010	Crude oil and product purchases	579

Credit Risks The primary credit risks for the Business are associated with trade accounts receivable and derivative instruments. Trade receivables arise mainly from sales of petroleum products to a large number of customers who are geographically dispersed in the United States. The credit history and financial condition of potential customers are reviewed before credit is extended, security is obtained when deemed appropriate based on a potential customer s financial condition, and routine follow-up evaluations are made. The combination of these evaluations and the large number of customers tends to limit the risk of credit concentration to an acceptable level.

I. CONTINGENCIES

The operations and earnings of the Business have been and may be affected by various forms of governmental action. Examples of such governmental action include, but are by no means limited to: tax increases and retroactive tax claims; import and export controls; price controls; currency controls; allocation of supplies of crude oil and petroleum products, corn and other goods; laws and regulations

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intended for the promotion of safety and the protection and/or remediation of the environment; governmental support for other forms of energy; and laws and regulations affecting the Business relationships with employees, suppliers, customers, stockholders and others. Because governmental actions are often motivated by political considerations, may be taken without full consideration of their consequences, and may be taken in response to actions of other governments, it is not practical to predict the likelihood of such actions, the form the actions may take or the effect such actions may have on the Business.

Environmental and Safety Matters The Business and other companies in the oil and gas industry are subject to numerous federal, state and local laws and regulations dealing with the environment. Violation of federal or state environmental laws, regulations and permits can result in the imposition of significant civil and criminal penalties, injunctions and construction bans or delays. A discharge of hazardous substances into the environment could, to the extent such event is not insured, subject the Business to substantial expense, including both the cost to comply with applicable regulations and claims by neighboring landowners and other third parties for any personal injury and property damage that might result.

The Business currently owns or leases, and has in the past owned or leased, properties at which hazardous substances have been or are being handled. Although the Business has used operating and disposal practices that were standard in the industry at the time, hazardous substances may have been disposed of or released on or under the properties owned or leased by the Business or on or under other locations where these wastes have been taken for disposal. In addition, many of these properties have been operated by third parties whose treatment and disposal or release of hydrocarbons or other wastes were not under the control of the Business. Under existing laws, the Business could be required to remove or remediate previously disposed wastes (including wastes disposed of or released by prior owners or operators), and to clean up contaminated property (including contaminated groundwater). While some of these historical properties are in various stages of negotiation, investigation, and/or cleanup, the Business is investigating the extent of any such liability and the availability of applicable defenses and believes costs related to these sites will not have a material adverse affect on the Business future net income, financial condition or liquidity.

There is the possibility that environmental expenditures could be required at currently unidentified sites, and new or revised regulations could require additional expenditures at the known site. However, based on information currently available, the amount of future remediation costs incurred at known or currently unidentified sites is not expected to have a material adverse effect on the Business future net income, cash flows or liquidity.

Legal Matters The Business and Murphy are engaged in a number of other legal proceedings, all of which management considers routine and incidental to its business. Based on information currently available, the ultimate resolution of environmental and legal matters referred to in this note is not expected to have a material adverse effect on the Business net income, financial condition or liquidity in a future period.

J. ASSETS AND LIABILITIES MEASURED AT FAIR VALUE

The FASB s fair value measurements rule establishes a fair value hierarchy based on the quality of inputs used to measure fair value, with Level 1 being the highest quality and Level 3 being the lowest quality. Level 1 inputs are quoted prices in active markets for identical assets or liabilities.

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Level 2 inputs are observable inputs other than quoted prices included within Level 1. Level 3 inputs are unobservable inputs which reflect assumptions about pricing by market participants.

The Business carries certain assets and liabilities at fair value in its Balance Sheet. The fair value measurements for these assets and liabilities at June 30, 2011 and December 31, 2010 are presented in the following table.

		Fair Value Measurements at Reporting Date Using		
	Fair Value	Quoted Prices in Active Markets for Identical Assets (Liabilities) (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Assets (Liabilities)				
Commodity Derivatives				
June 30, 2011	$ 1,857		1,857	
December 31, 2010	$ (335)		(335)	

The fair value of commodity derivative was determined based on market quotes for West Texas Intermediate crude contracts at the balance sheet date. The change in fair value of commodity derivatives is recorded in Crude Oil and Product Purchases in the Statements of Income. The carrying value of the Business Accounts Receivable and Accounts Payable approximates fair value.

K. RELATED-PARTY TRANSACTIONS

Related-party transactions of the Business include the sale of refined products by the Business to MOUSA, the purchases of crude oil and natural gas by the Business from Murphy, and the allocation of certain general and administrative costs from Murphy to the Business.

Sales of refined products from the Business to MOUSA are recorded at intercompany transfer prices which are market prices adjusted by quality, location, and other differentials on the date of the sale. Purchases of crude oil and natural gas by the Business from Murphy are recorded at market prices. General and administrative costs are charged by Murphy to the Business based on management s determination of such costs attributable to the operations of the Business. However, such related-party transactions cannot be presumed to be carried out on an arm s length basis as the requisite conditions of competitive, free-market dealings may not exist. For purposes of these financial statements, payables and receivables related to transactions between the Business and MOUSA are included as a component of the Net Parent Investment.

Murphy provides cash management services to the Business. As a result, the Business generally remits funds received to Murphy, and Murphy pays all operating and capital expenditures on behalf of the Business. Such cash transactions are reflected in the change in the Net Parent Investment.

During 2011 and 2010, Murphy provided the Business with certain general and administrative services, including centralized corporate functions of legal, accounting, treasury, environmental, engineering, information technology, and human resources. For these services, Murphy charged the Business a portion of its total general and administrative expenses incurred in the United States, with this allocation based on one or more of (a) percentage of direct costs incurred, (b) Refinery throughput, and (c) employee headcount. The amounts allocated were $7,543 and $6,013 for the six-month periods ended June 30, 2011 and 2010, respectively.

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Management believes that the assumptions, estimates and allocations used to prepare the financial statements of the Business are reasonable. The revenues, costs and expenses reflected in the financial statements may have been different had the Business operated as a separate entity.

L. SUBSEQUENT EVENTS

Management has evaluated subsequent events through the date of issuance of these financial statements (August 25, 2011). In certain cases, events that occur after the balance sheet date lead to recognition and/or disclosure in the financial statements.

In July 2010, Murphy announced that its Board of Directors had approved plans to exit the U.S. refining and U.K. refining and marketing businesses. These operations include the Business. On July 25, 2011, Murphy announced that MOUSA had entered into an agreement to sell the Business for $214 million. As part of this agreement, liquid inventories at these locations will also be sold at fair value.

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CALUMET SPECIALTY PRODUCTS PARTNERS, L.P.

INTRODUCTION

Following are the unaudited pro forma consolidated financial statements of Calumet Specialty Products Partners, L.P. (Calumet) as of June 30, 2011 and for the year ended December 31, 2010 and for the six months ended June 30, 2011. The unaudited pro forma consolidated financial statements give effect to (i) unit offering on February 24, 2011, (ii) the offering of the 2019 Senior Notes in April 2011, (iii) Calumet s acquisition of Superior, (iv) the issuance by Calumet of 11,000,000 common units and the issuance of new 2019 Senior Notes and (v) additional borrowings under our revolving credit facility (collectively, the Transactions). The unaudited pro forma condensed consolidated balance sheet assumes that the acquisition of Superior, issuance of 11,000,000 common units and issuance of new 2019 Senior Notes occurred as of June 30, 2011. The unaudited pro forma condensed consolidated statements of operations for the year ended December 31, 2010 and for the six months ended June 30, 2011 assume that the Transactions occurred on January 1, 2010. Adjustments related to the Transactions are described in the accompanying notes to the unaudited pro forma consolidated financial statements.

The unaudited pro forma consolidated financial statements and accompanying notes should be read together with Calumet s related historical consolidated financial statements and notes thereto included on Form 10-K for the year ended December 31, 2010 and the Quarterly Report on Form 10-Q for the period ended June 30, 2011 as filed with the Securities and Exchange Commission and Superior s historical financial statements and notes thereto. The unaudited pro forma consolidated balance sheet and the unaudited pro forma consolidated statements of operations were derived by adjusting the historical consolidated financial statements of Calumet and Superior. These adjustments are based on currently available information and certain estimates and assumptions and, therefore, the actual effects of the Transactions may differ from the effects reflected in the unaudited pro forma consolidated financial statements. However, management believes that the assumptions provide a reasonable basis for presenting the significant effects of the Transactions as contemplated and that the pro forma adjustments give appropriate effect to those assumptions and are properly applied in the unaudited consolidated pro forma financial statements.

The unaudited pro forma consolidated financial statements are not necessarily indicative of the consolidated financial condition or results of operations of Calumet had the Transactions actually been completed at the beginning of the period or as of the date specified. Moreover, the unaudited pro forma consolidated financial statements do not project consolidated financial position or results of operations of Calumet for any future period or at any future date.

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Calumet Specialty Products Partners, L.P.

Unaudited Pro Forma Consolidated Balance Sheet

	As of June 30, 2011 (In thousands)				
	Calumet Historical	Superior Historical(q)	Adjustments		Pro Forma
Assets					
Current assets:					
Cash and cash equivalents	$ 55	$	$ 189,283	(a)	$
			180,000	(b)	
			4,039	(c)	
			(494,500)	(d)	
			124,123	(i)	
			(3,000)	(i)	
Accounts receivable:					
Trade	203,749	80,906	(80,906)	(l)	203,749
Other	2,436				2,436
	206,185	80,906	(80,906)		206,185
Inventories	258,665	119,274	155,726	(e)	533,665
Prepaid expenses and other current assets	3,656	940	(940)	(l)	3,656
Deposits	14,829				14,829
Deferred income taxes		6,563	(6,563)	(p)	
Total current assets	483,390	207,683	67,262		758,335
Property, plant and equipment, net	607,422	167,929	62,546	(f)	837,897
Goodwill	48,335				48,335
Other intangible assets, net	26,170				26,170
Other noncurrent assets, net	30,907	10,930	(10,930)	(l)	39,907
			6,000	(b)	
			3,000	(i)	
Total assets	$ 1,196,224	$ 386,542	$ 127,878		$ 1,710,644
Liabilities and Partners Capital					
Current liabilities:					
Accounts payable	$ 236,169	$ 112,792	$ (112,792)	(l)	$ 236,169
Accounts payable related party	1,380				1,380
Accrued salaries, wages and benefits	7,975		775	(h)	8,750
Taxes payable	8,360				8,360
Other current liabilities	7,146				7,146
Current portion of long-term debt	942				942
Derivative liabilities	137,885				137,885

Total current liabilities	399,857	112,792	(112,017)		400,632
Pension and postretirement benefit obligations	8,426		11,700	(n)	20,126
Other long-term liabilities	1,069	2,943	(2,943)	(l)	1,069
Deferred long-term income taxes		32,274	(32,274)	(p)	
Long-term debt, less current portion	428,440		186,000	(b)	738,563
			124,123	(i)	
Total liabilities	837,792	148,009	174,589		1,160,390
Commitments and contingencies:					
Superior net parent investment		238,533	(238,533)	(j)	
Partners capital:					
Limited partners interest	462,458				650,271
			189,283	(a)	
			(1,470)	(g)	
General partner s interest	19,302		4,039	(c)	23,311
			(30)	(g)	
Accumulated other comprehensive loss	(123,328)				(123,328)
Total partners capital	358,432	238,533	(46,711)		550,254
Total liabilities and partners capital	$ 1,196,224	$ 386,542	$ 127,878		$ 1,710,644

See accompanying notes to financial statements.

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Calumet Specialty Products Partners, L.P.

Unaudited Pro Forma Consolidated Statements of Operations

	Six Months Ended June 30, 2011 (In thousands, except per unit data)						
	Calumet Historical	Senior Note Offering Adjustments	Bank Facility Adjustments	Calumet Pro Forma	Superior Historical(q)	Adjustments	Pro Forma
Sales	$ 1,339,010	$	$	$ 1,339,010	$ 668,645	$	$ 2,007,655
Cost of sales	1,241,581			1,241,581	630,018	431(m)	1,872,030
Gross profit	97,429			97,429	38,627	(431)	135,625
Operating costs and expenses:							
Selling, general and administrative	20,995			20,995	7,982(o)		28,977
Transportation	45,766			45,766			45,766
Taxes other than income taxes	2,563			2,563			2,563
Insurance recoveries	(8,698)			(8,698)			(8,698)
Other	1,238			1,238			1,238
Operating income	35,565			35,565	30,645	(431)	65,779
Other income (expense):							
Interest expense	(18,025)	(4,200)(k)	(1,800)(k)	(24,025)		(13,700)(k)	(37,725)
Debt extinguishment costs	(15,130)			(15,130)			(15,130)
Realized loss on derivative instruments	(1,984)			(1,984)			(1,984)
Unrealized loss on derivative instruments	(3,541)			(3,541)			(3,541)
Other	103			103	383		486
Total other income (expense)	(38,577)	(4,200)	(1,800)	(44,577)	383	(13,700)	(57,894)
Income (loss) before income taxes	(3,012)	(4,200)	(1,800)	(9,012)	31,028	(14,131)	7,885
Income tax expense	438			438	11,170	(11,170)(p)	438

Net income (loss)	$ (3,450)	$ (4,200)	$ (1,800)	$ (9,450)	$ 19,858	$ (2,961)	$ 7,447
Allocation of net income (loss):							
Net income (loss)	$ (3,450)						$ 7,447
General partner s interest in net income (loss)	(69)						149
Net income (loss) available to limited partners	$ (3,381)						$ 7,298
Weighted average limited partner units outstanding basic and diluted	38,373						50,865
Limited partners interest basic and diluted net income (loss) per unit	$ (0.09)						$ 0.14

See accompanying notes to financial statements.

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Calumet Specialty Products Partners, L.P.

Unaudited Pro Forma Consolidated Statements of Operations

	Year Ended December 31, 2010 (In thousands, except per unit data)						
	Calumet Historical	Senior Note Offering Adjustments	Bank Facility Adjustments	Calumet Pro Forma	Superior Historical(q)	Adjustments	Pro Forma
Sales	$ 2,190,752	$	$	$ 2,190,752	$ 1,089,441	$	$ 3,280,193
Cost of sales	1,992,003			1,992,003	1,040,476	3,003(m)	3,035,482
Gross profit	198,749			198,749	48,965	(3,003)	244,711
Operating costs and expenses:							
Selling, general and administrative	35,224			35,224	13,412(o)		48,636
Transportation	85,471			85,471			85,471
Taxes other than income taxes	4,601			4,601			4,601
Other	1,963			1,963			1,963
Operating income	71,490			71,490	35,553	(3,003)	104,040
Other income (expense):							
Interest expense	(30,497)	(13,000)(k)	(3,400)(k)	(46,897)	(10)	(27,400)(k)	(74,307)
Realized loss on derivative instruments	(7,704)			(7,704)			(7,704)
Unrealized loss on derivative instruments	(15,843)			(15,843)			(15,843)
Other	(147)			(147)	1,744		1,597
Total other income (expense)	(54,191)	(13,000)	(3,400)	(70,591)	1,734	(27,400)	(96,257)
Income before income taxes	17,299	(13,000)	(3,400)	899	37,287	(30,403)	7,783
Income tax expense	598			598	13,413	(13,413)(p)	598
Net income	$ 16,701	$ (13,000)	$ (3,400)	$ 301	$ 23,874	$ (16,990)	$ 7,185

Allocation of net income:				
Net income	$	16,701	$	7,185
General partner s interest in net income		334		144
Net income available to limited partners	$	16,367	$	7,041
Weighted average limited partner units outstanding				50,835
Basic		35,335		50,851
Diluted		35,351		
Limited partners interest basic and diluted net income per unit	$	0.46	$	0.14

See accompanying notes to financial statements.

Calumet Specialty Products Partners, L.P.

Notes to Unaudited Pro Forma Consolidated Financial Statements

Note 1. Basis of Presentation, the Offering and Other Transactions

The historical financial information as of June 30, 2011 is derived from the historical unaudited consolidated financial statements of Calumet and Superior. The pro forma adjustments have been prepared as if the transactions described in these footnotes had taken place on June 30, 2011, in the case of the pro forma balance sheet or as of January 1, 2010, in the case of the pro forma statements of operations for the year ended December 31, 2010 and the six months ended June 30, 2011.

The unaudited pro forma condensed consolidated balance sheet reflects the following transactions:

the anticipated acquisition of Superior for a total cash purchase price of $494.5 million;

the sale by Calumet of 11,000,000 common units representing limited partner interests to the public;

the new 2019 Senior Note offering;

the anticipated borrowings under Calumet s amended and restated senior secured credit facility; and,

the payment of estimated underwriting commissions and other offering expenses of the anticipated offerings.

The unaudited pro forma consolidated statement of operations reflects the following transactions:

the acquisition of Superior for a total cash purchase price of $494.5 million;

the sale by Calumet of 11,000,000 common units representing limited partner interests to the public;

the issuance of new Senior Notes;

the sale by Calumet of 4,500,000 common units to the public in its February 24, 2011 offering;

the sale of $400 million of 93/8% senior notes due 2019 on April 21, 2011 and related extinguishment of the senior secured first lien term loan;

the payment of estimated underwriting commissions and other offering expenses of the anticipated offerings; and,

the completion of the amended and restated senior secured revolving credit agreement entered into on June 24, 2011 including the anticipated additional borrowings related to the acquisition of Superior.

Note 2. Pro Forma Adjustments and Assumptions

(a) Reflects the net proceeds to Calumet of $189.3 million from the issuance and sale of 11,000,000 common units at an assumed price of $18.00 per unit and after deducting underwriting discounts, commissions and after paying estimated offering and related transaction expenses of approximately $8.7 million.

(b) Reflects the net proceeds to Calumet of $180.0 million from the issuance and sale of $200.0 million of new senior notes due 2019 after deducting an issuance discount of $14.0 million due to the notes being issued at 93% of par, as well as after deducting underwriting discounts, commissions and after paying estimated offering and transaction expenses totaling approximately $6.0 million.

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Calumet Specialty Products Partners, L.P.

Notes to Unaudited Pro Forma Consolidated Financial Statements

(c) Reflects the contribution to Calumet by Calumet GP, LLC, its general partner, of $4.0 million to maintain its two percent general partner interest.

(d) Reflects the estimated aggregate cash paid for the acquisition of Superior of $494.5 million including acquisition expenses of $1.5 million.

(e) Reflects an adjustment to record Superior s inventories at fair value. The estimated fair value of Superior s inventories was $275.0 million at June 30, 2011 compared to a carrying value of $119.3 million resulting in a total increase to inventories of $155.7 million.

(f) Reflects an adjustment to record Superior s property, plant and equipment at fair value. The estimated fair value of acquired property, plant and equipment was $230.4 million at June 30, 2011 compared to a carrying value of $167.9 million resulting in a total increase to property, plant and equipment of $62.5 million.

(g) Reflects an adjustment to expense acquisition related costs of $1.5 million.

(h) Reflects the recording of assumed liabilities by Calumet for employee compensation of $0.8 million.

(i) Reflects an increase of $124.1 million in borrowings under the amended and restated senior secured credit facility in order to fund a portion of the Superior acquisition. Additionally, fees of $3.0 million are assumed related to the anticipated $300.0 million expansion of the amended and restated senior secured revolving credit facility s borrowing capacity.

(j) Reflects elimination of Superior s historical net parent investment balance.

(k) Reflects net change in interest expense as a result of entering into the amended and restated senior secured revolving credit facility, the sale on April 21, 2011 of the 2019 senior notes, the issuance of new 2019 Senior Notes, additional borrowings under the amended and restated senior secured revolving credit facility to fund a portion of the Superior acquisition and the repayment of borrowings under the senior secured first lien term loan from the net proceeds of the

Calumet Specialty Products Partners, L.P.

Notes to Unaudited Pro Forma Consolidated Financial Statements

2019 senior notes. The individual components of the net change in interest expense are as follows (in millions):

	Year Ended December 31, 2010		Six Months Ended June 30, 2011	
Interest expense as reported by Calumet	$	30.5	$	18.0
Interest expense as reported by Superior				
Total interest expense		30.5		18.0
Removal of prior long-term debt interest expense due to extinguishment of senior secured first lien term loan	$	(25.3)	$	(7.5)
Pro forma interest expense associated with the 2019 Senior Notes sold on April 21, 2011		38.3		11.7
Adjustment to interest expense due to issuance of 2019 Senior Notes	$	13.0	$	4.2
Removal of prior long-term debt interest expense from the senior secured revolving credit agreement	$	(4.4)	$	(2.5)
Pro forma interest expense under the amended and restated senior secured revolving credit facility		7.8		4.3
Adjustment to interest expense due to the amended and restated senior secured revolving credit facility	$	3.4	$	1.8
Pro forma interest expense associated with the new 2019 Senior Notes	$	21.2	$	10.6
Pro forma interest expense associated with additional borrowings under the amended and restated senior secured revolving credit facility		6.2		3.1
Adjustment to interest expense for debt issued related to Superior acquisition	$	27.4	$	13.7

(l)

Reflects an adjustment to remove assets not acquired and liabilities which were not assumed in the acquisition of Superior by Calumet, including accounts receivable, accounts payable, prepaid assets, other long-term liabilities and other noncurrent assets.

(m) Reflects the adjustments to depreciation expense resulting from recording Superior s fixed assets at their estimated fair value as described in note (f) of the Notes to Unaudited Pro Forma Condensed Consolidated Balance Sheet.

(n) Reflects an adjustment to record Superior s pension benefits and other postretirement employee benefits plan assets and obligations at estimated fair values. The estimated fair value of Superior s plan obligation was $11.7 million at June 30, 2011, net of plan assets of $19.0 million.

(o) During 2010 and for the six months ended June 30, 2011, Superior s parent, Murphy Oil Corporation, provided Superior with certain general and administrative services. The allocation for services charged to Superior was $12.8 million and $7.5 million for the year ended December 31, 2010 and the six months ended June 30, 2011, respectively.

(p) Reflects an adjustment to eliminate Superior s income tax expense. Calumet, as a partnership, is generally not liable for income taxes on its earnings. The pro forma financial statements assume that Superior s income will meet the necessary qualifications to not be taxable to the partnership.

(q) Certain reclassifications have been made in the historical Superior financial statements to conform to Calumet s financial statement presentation. These reclassifications have no impact on net income or partners capital.

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Calumet Specialty Products Partners, L.P.

Notes to Unaudited Pro Forma Consolidated Financial Statements

	As of June 30, 2011		
	As Reported	Reclassification (In thousands)	Superior Historical
Assets			
Current assets			
Cash and cash equivalents	$	$	$
Accounts receivable, less allowance for doubtful accounts of $862 in 2011 and $630 in 2010	80,906	(80,906)	
Accounts receivable:			
Trade		80,906	80,906
Other			
Inventories, at lower of cost or market:			
Crude oil and blend stocks	23,192	(23,192)	
Finished products	81,907	(81,907)	
Materials and supplies	14,175	(14,175)	
Inventories		119,274	119,274
Prepaid expenses	940	(940)	
Prepaid expenses and other current assets		940	940
Deferred income taxes	6,563		6,563
Total current assets	207,683		207,683
Property, plant and equipment, at cost	362,863	(362,863)	
Less accumulated depreciation	(194,934)	194,934	
Net property, plant and equipment	167,929	(167,929)	
Property, plant and equipment, net		167,929	167,929
Deferred turnaround costs	10,261	(10,261)	
Deferred charges and other assets	669	(669)	
Other noncurrent assets, net		10,930	10,930
Total assets	$ 386,542	$	$ 386,542
Liabilities and net parent investment			
Current liabilities			
Accounts payable and accrued liabilities	$ 112,792	$ (112,792)	$
Accounts payable		112,792	112,792
Total current liabilities	112,792		112,792
Pension and post retirement benefit obligations			
Other long-term liabilities		2,943	2,943

Deferred income taxes	32,274		32,274
Deferred credits and other liabilities	2,943	(2,943)	
Long-term debt less current portion			
Total liabilities	148,009		148,009
Superior net parent investment	238,533		238,533
Total liabilities and partners capital	$ 386,542	$	$ 386,542

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Calumet Specialty Products Partners, L.P.

Notes to Unaudited Pro Forma Consolidated Financial Statements

	Six Months Ended June 30, 2011		
	As Reported	Reclassification	Superior Historical
		(In thousands)	
Sales	$	$ 668,645	$ 668,645
Revenues:			
Sales and other operating revenues:			
Related parties	527,793	(527,793)	
Third parties	140,852	(140,852)	
Other income	383	(383)	
Total revenues	669,028	(669,028)	
Cost of sales		630,018	630,018
Gross profit		38,627	38,627
Costs and expenses:			
Crude oil and product purchases:			
Related parties	94,711	(94,711)	
Third parties	475,772	(475,772)	
Operating expenses	52,283	(52,283)	
General and administrative expenses	7,982	(7,982)	
Depreciation expense	7,252	(7,252)	
Total costs and expenses	638,000	(638,000)	
Operating costs and expenses:			
Selling, general and administrative		7,982	7,982
Operating income		30,645	30,645
Other income (expense):			
Other		383	383
Total other income (expense)		383	383
Income before income taxes	31,028		31,028
Income tax expense:			
Federal	9,622	(9,622)	
State	1,548	(1,548)	
Total income tax expense	11,170	(11,170)	
Income tax expense		11,170	11,170

Net income and comprehensive income	19,858	(19,858)	
Net income	$	$ 19,858	$ 19,858

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Calumet Specialty Products Partners, L.P.

Notes to Unaudited Pro Forma Consolidated Financial Statements

	Year ended December 31, 2010		
	As Reported	**Reclassification**	**Superior Historical**
		(In thousands)	
Sales	$	$ 1,089,441	$ 1,089,441
Revenues:			
Sales and other operating revenues:			
Related parties	790,228	(790,228)	
Third parties	299,213	(299,213)	
Other income	1,744	(1,744)	
Total revenues	1,091,185	(1,091,185)	
Cost of sales		1,040,476	1,040,476
Gross profit		48,965	48,965
Costs and expenses:			
Crude oil and product purchases:			
Related parties	159,207	(159,207)	
Third parties	783,674	(783,674)	
Operating expenses	85,233	(85,233)	
General and administrative expenses	13,412	(13,412)	
Depreciation expense	12,362	(12,362)	
Interest expense	10	(10)	
Total costs and expenses	1,053,898	(1,053,898)	
Operating costs and expenses:			
Selling, general and administrative		13,412	13,412
Transportation			
Other			
Operating income		35,553	35,553
Other income (expense):			
Interest expense		(10)	(10)
Unrealized gain (loss) on derivative instruments			
Other		1,744	1,744
Total other income (expense)		1,734	1,734
Income before income taxes	37,287		37,287
Income tax expense:			

Federal		11,542		(11,542)		
State		1,871		(1,871)		
Total income tax expense		13,413		(13,413)		
Income tax expense				13,413		13,413
Net income and comprehensive income		23,874		(23,874)		
Net income	$		$	23,874	$	23,874

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Calumet Specialty Products Partners, L.P.

Notes to Unaudited Pro Forma Consolidated Financial Statements

Note 3. Pro Forma Net Income (Loss) Per Unit

Pro forma net income (loss) per unit is determined by dividing the pro forma net income (loss) available to the limited partners interest, after deducting the general partner s interest in the pro forma net income (loss), by the weighted average number of limited partner units expected to be outstanding at the closing of the offering. For purposes of the calculation of pro forma net income (loss) per limited partner unit, it was assumed that the number of common units outstanding was increased by 15,500,000 for all periods since January 1, 2010, which reflect the sale of 4,500,000 common units on February 24, 2011 and the anticipated sale of 11,000,000 common units. Pursuant to the partnership agreement, to the extent that the quarterly distributions exceed certain targets, the general partner is entitled to receive certain incentive distributions that will result in more net income proportionately being allocated to the general partner than to the holders of limited partner units. The pro forma net income (loss) per limited partner unit calculations were not impacted by incentive distributions for any period presented.

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PROSPECTUS

CALUMET SPECIALTY PRODUCTS PARTNERS, L.P.
CALUMET FINANCE CORP.

Common Units

Debt Securities

We may offer, from time to time, in one or more series:

- common units representing limited partnership interests in Calumet Specialty Products Partners, L.P.; and
- debt securities, which may be either senior debt securities or subordinated debt securities.

Calumet Finance Corp. may act as co-issuer of the debt securities, and all other direct or indirect subsidiaries of Calumet Specialty Products Partners, L.P. may guarantee the debt securities.

The securities we may offer:

- will have a maximum aggregate offering price of $1,000,000,000;
- will be offered at prices and on terms to be set forth in one or more accompanying prospectus supplements; and
- may be offered separately or together, or in separate series.

Our common units are traded on the Nasdaq Global Market under the symbol CLMT. We will provide information in the prospectus supplement for the trading market, if any, for any debt securities we may offer.

This prospectus provides you with a general description of the securities we may offer. Each time we offer to sell securities we will provide a prospectus supplement that will contain specific information about those securities and the terms of that offering. The prospectus supplement also may add, update or change information contained in this prospectus. This prospectus may be used to offer and sell securities only if accompanied by a prospectus supplement. You should read this prospectus and any prospectus supplement carefully before you invest. You should also read the documents we refer to in the Where You Can Find More Information section of this prospectus for information on us and our financial statements.

Limited partnerships are inherently different than corporations. You should carefully consider each of the factors described under Risk Factors beginning on page 5 of this prospectus before you make an investment in our securities.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

The date of this prospectus is November 22, 2010

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In making your investment decision, you should rely only on the information contained or incorporated by reference in this prospectus or any prospectus supplement. We have not authorized anyone to provide you with any other information. If anyone provides you with different or inconsistent information, you should not rely on it.

You should not assume that the information contained in this prospectus or any prospectus supplement is accurate as of any date other than the date on the front cover of those documents. You should not assume that the information contained in the documents incorporated by reference in this prospectus or any prospectus supplement is accurate as of any date other than the respective dates of those documents. Our business, financial condition, results of operations and prospects may have changed since those dates.

GUIDE TO READING THIS PROSPECTUS

This prospectus is part of a registration statement on Form S-3 that we filed with the Securities and Exchange Commission, or SEC, utilizing a shelf registration process or continuous offering process. Under this shelf registration process, we may, from time to time, sell up to $1,000,000,000 of the securities described in this prospectus in one or more offerings. Each time we offer securities, we will provide you with this prospectus and a prospectus supplement that will describe, among other things, the specific amounts and prices of the securities being offered and the terms of the offering, including, in the case of debt securities, the specific terms of the securities.

That prospectus supplement may include additional risk factors or other special considerations applicable to those securities and may also add, update, or change information in this prospectus. If there is any inconsistency between the information in this prospectus and any prospectus supplement, you should rely on the information in that prospectus supplement. Before you invest in our securities, you should carefully read this prospectus and any prospectus supplement and the additional information described under the heading Where You Can Find More Information. To the extent information in this prospectus is inconsistent with information contained in any prospectus supplement, you should rely on the information in the prospectus supplement.

Throughout this prospectus, when we use the terms we, us, or Calumet, we are referring either to Calumet Specialty Products Partners, L.P., the registrant itself, or to Calumet Specialty Products Partners, L.P. and its operating subsidiaries collectively, as the context requires.

We have not authorized any dealer, salesman or other person to give any information or to make any representation other than those contained or incorporated by reference in this prospectus and the accompanying supplement to this prospectus. You must not rely upon any information or representation not contained or incorporated by reference in this prospectus or the accompanying prospectus supplement. This prospectus and the accompanying prospectus supplement do not constitute an offer to sell or the solicitation of an offer to buy any securities other than the registered securities to which they relate, nor do this prospectus and the accompanying prospectus supplement constitute an offer to sell or the solicitation of an offer to buy securities in any jurisdiction to any person to whom it is unlawful to make such offer or solicitation in such jurisdiction. You should not assume that the information contained in this prospectus and the accompanying prospectus supplement is accurate on any date subsequent to the date set forth on the front of the document or that any information we have incorporated by reference is correct on any date subsequent to the date of the document incorporated by reference, even though this prospectus and any accompanying prospectus supplement is delivered or securities are sold on a later date.

WHERE YOU CAN FIND MORE INFORMATION

We incorporate by reference information into this prospectus, which means that we disclose important information to you by referring you to another document filed separately with the SEC. The information incorporated by reference is deemed to be part of this prospectus, except for any information superseded by information contained expressly in this prospectus, and the information we file later with the SEC will automatically supersede this information. You should not assume that the information in this prospectus is current as of any date other than the date on the front page of this prospectus.

Any information filed by us under Sections 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934 (the Exchange Act) after the date of this prospectus, and that is deemed filed, with the SEC will be incorporated by reference and automatically update and supersede this information. We incorporate by reference the documents listed below:

Our Annual Report on Form 10-K for the year ended December 31, 2009;

Our Quarterly Reports on Form 10-Q for the periods ended March 31, 2010, June 30, 2010 and September 30, 2010;

Our Current Reports on Form 8-K (excluding Items 2.02 and 7.01 and related exhibits) filed on May 5, 2010, July 12, 2010, July 22, 2010, August 4, 2010, September 3, 2010 and November 3, 2010; and

The description of our common units contained in our registration statement on Form 8-A filed on January 18, 2006 (File No. 000-51734) and any subsequent amendment thereto filed for the purpose of updating such description.

In addition, all documents filed by us pursuant to the Exchange Act after the date of the initial registration statement and prior to the effectiveness of the registration statement, and that is deemed filed with the SEC, shall be deemed to be incorporated by reference into this prospectus.

You may request a copy of any document incorporated by reference in this prospectus and any exhibit specifically incorporated by reference in those documents, at no cost, by writing or telephoning us at the following address or phone number:

Calumet Specialty Products Partners, L.P.
Attention: Jennifer Straumins
2780 Waterfront Pkwy E. Drive
Suite 200
Indianapolis, Indiana 46214
(317) 328-5660

Additionally, you may read and copy any documents filed by us at the SEC s public reference room at 100 F Street, N.E., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information on the public reference room. Our filings with the SEC are also available to the public from commercial document retrieval services and at the SEC s web site at *http://www.sec.gov*.

We also make available free of charge on our internet website at http://www.calumetspecialty.com our annual reports on Form 10-K and our quarterly reports on Form 10-Q, and any amendments to those reports, as soon as reasonably practicable after we electronically file such material with the SEC. Information contained on our website is not incorporated by reference into this prospectus and you should not consider information contained on our website as part of this prospectus.

INFORMATION REGARDING FORWARD-LOOKING STATEMENTS

Certain statements and information in this prospectus may constitute forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. These statements can be identified by the use of forward-looking terminology including may, believe, expect, anticipate, plan, intend, foresee, should, other similar words. These forward-looking statements are based on our current expectations and beliefs concerning future developments and their potential effect on us. While management believes that these forward-looking statements are reasonable as and when made, there can be no assurance that future developments affecting us will be those that we anticipate. All comments concerning our expectations for future revenues and operating results are based on our forecasts for our existing operations and do not include the potential impact of any future acquisitions. Our forward-looking statements involve significant risks and uncertainties (some of which are beyond our control) and assumptions that could cause actual results to differ materially from our historical experience and our present expectations or projections. Important factors that could cause actual results to differ materially from those in the forward-looking statements include, but are not limited to, those summarized below:

the overall demand for specialty hydrocarbon products, fuels and other refined products;

our ability to produce specialty products and fuels that meet our customers unique and precise specifications;

the impact of fluctuations and rapid increases or decreases in crude oil and crack spread prices, including the impact on our liquidity;

- the results of our hedging and other risk management activities;
- our ability to comply with financial covenants contained in our credit agreements;
- the availability of, and our ability to consummate, acquisition or combination opportunities;
- labor relations;
- our access to capital to fund expansions, acquisitions and our working capital needs and our ability to obtain debt or equity financing on satisfactory terms;
- successful integration and future performance of acquired assets, businesses or third-party product supply and processing relationships;
- environmental liabilities or events that are not covered by an indemnity, insurance or existing reserves;
- maintenance of our credit ratings and ability to receive open credit lines from our suppliers;
- demand for various grades of crude oil and resulting changes in pricing conditions;
- fluctuations in refinery capacity;
- the effects of competition;
- continued creditworthiness of, and performance by, counterparties;
- the impact of current and future laws, rulings and governmental regulations, including guidance related to the Dodd-Frank Wall Street Reform and Consumer Protection Act;
- shortages or cost increases of power supplies, natural gas, materials or labor;
- hurricane or other weather interference with business operations;
- fluctuations in the debt and equity markets;
- accidents or other unscheduled shutdowns; and
- general economic, market or business conditions.

Other factors that could cause our actual results to differ from our projected results are described in our filings with the SEC, including our Annual Report on Form 10-K, Quarterly Reports on Form 10-Q and Current Reports on Form 8-K.

Readers are cautioned not to place undue reliance on forward-looking statements, which speak only as of the date hereof. We undertake no obligation to publicly update or revise any forward-looking statements after the date they are made, whether as a result of new information, future events or otherwise.

These factors are not necessarily all of the important factors that could cause actual results to differ materially from those expressed in any of our forward-looking statements. Our future results will depend upon various other risks and uncertainties, including those described elsewhere in Risk Factors. Other unknown or unpredictable factors also could have material adverse effects on our future results. You should not put undue reliance on any forward-looking statements. All forward-looking statements attributable to us are qualified in their entirety by this cautionary statement. We undertake no duty to update our forward-looking statements.

CALUMET SPECIALTY PRODUCTS PARTNERS, L.P.

Overview

We are a leading independent producer of high-quality, specialty hydrocarbon products in North America. We own plants located in Princeton, Louisiana; Cotton Valley, Louisiana; Shreveport, Louisiana; Karns City, Pennsylvania and Dickinson, Texas and a terminal located in Burnham, Illinois. Our business is organized into two segments: specialty products and fuel products. In our specialty products segment, we process crude oil and other feedstocks into a wide variety of customized lubricating oils, white mineral oils, solvents, petrolatums and waxes. Our specialty products are sold to domestic and international customers who purchase them primarily as raw material components for basic industrial, consumer and automotive goods. In our fuel products segment, we process crude oil into a variety of fuel and fuel-related products including gasoline, diesel and jet fuel. In connection with our production of specialty products and fuel products, we also produce asphalt and a limited number of other by-products. For the year ended December 31, 2009 and the nine months ended September 30, 2010, approximately 81.8% and 91.1%, respectively, of our gross profit was generated from our specialty products segment and approximately 18.2% and 8.9%, respectively, of our gross profit was generated from our fuel products segment. We continue to focus on the growth of our specialty products segment. Our acquisition of Penreco on January 3, 2008 and our entry into sales and processing agreements with LyondellBasell, effective November 4, 2009, expanded our specialty products offering and customer base.

Our operating assets and contractual agreements consist of our:

Princeton Refinery. Our Princeton refinery, located in northwest Louisiana and acquired in 1990, produces specialty lubricating oils, including process oils, base oils, transformer oils and refrigeration oils that are used in a variety of industrial and automotive applications. The Princeton refinery has aggregate crude oil throughput capacity of approximately 10,000 barrels per day (bpd).

Cotton Valley Refinery. Our Cotton Valley refinery, located in northwest Louisiana and acquired in 1995, produces specialty solvents that are used principally in the manufacture of paints, cleaners and automotive products. The Cotton Valley refinery has aggregate crude oil throughput capacity of approximately 13,500 bpd.

Shreveport Refinery. Our Shreveport refinery, located in northwest Louisiana and acquired in 2001, produces specialty lubricating oils and waxes, as well as fuel products such as gasoline, diesel and jet fuel. The Shreveport refinery has aggregate crude oil throughput capacity of approximately 60,000 bpd.

Karns City Facility. Our Karns City facility, located in western Pennsylvania and acquired in the 2008 Penreco acquisition, produces white mineral oils, petrolatums, solvents, gelled hydrocarbons, cable fillers and natural petroleum sulfonates. The Karns City facility has aggregate feedstock throughput capacity of approximately 5,500 bpd.

Dickinson Facility. Our Dickinson facility, located in southeastern Texas and acquired in the 2008 Penreco acquisition, produces white mineral oils, compressor lubricants and natural petroleum sulfonates. The Dickinson facility currently has aggregate feedstock throughput capacity of approximately 1,300 bpd.

LyondellBasell Agreements. Effective November 4, 2009, we entered into agreements with initial terms of five years (the LyondellBasell Agreements) with Houston Refining LP, a wholly-owned subsidiary of LyondellBasell (Houston Refining), to form a long-term exclusive specialty products affiliation. The initial term of the LyondellBasell Agreements lasts until October 31, 2014. After October 31, 2014, the agreements are automatically extended for additional one-year terms unless either party provides 24 months notice of a desire to terminate either the initial term or any renewal term. Under the terms of the LyondellBasell Agreements, (i) we are the exclusive purchaser of Houston Refining s naphthenic lubricating oil production at its Houston, Texas refinery and are required to purchase a minimum of approximately 3,000 bpd, and (ii) Houston Refining will process a minimum of approximately 800 bpd of white mineral oil for us at its Houston, Texas refinery, which will supplement the existing white mineral oil production at our Karns City, Pennsylvania and Dickinson, Texas facilities. We also have exclusive right to use certain LyondellBasell registered trademarks and tradenames including Tufflo, Duoprime, Duotreat, Crystex, Ideal and Aquamarine. The LyondellBasell Agreements were deemed effective as of November 4, 2009, upon the approval of LyondellBasell s debtor motions before the U.S. Bankruptcy Court.

Distribution and Logistics Assets. We own and operate a terminal in Burnham, Illinois with a storage capacity of approximately 150,000 barrels that facilitates the distribution of product in the Upper Midwest and East Coast regions of the United States and in Canada. In addition, we lease approximately 1,750 railcars to receive crude oil or distribute our products throughout the United States and Canada. We also have approximately 6.0 million barrels of aggregate storage capacity at our facilities and leased storage locations.

Partnership Structure and Management

Calumet GP, LLC is our general partner and has sole responsibility for conducting our business and managing our operations. Calumet Finance Corp., our wholly-owned subsidiary, has no material assets or any liabilities other than as a co-issuer of our debt securities. Its activities are limited to co-issuing our debt securities and engaging in other activities incidental thereto.

Calumet Specialty Products Partners, L.P. is a Delaware limited partnership. Our principal executive office is located at 2780 Waterfront Pkwy E. Drive, Suite 200, Indianapolis, Indiana 46214. Our telephone number is (317) 328-5660. Our common units are traded on the Nasdaq Global Market under the symbol CLMT.

The Subsidiary Guarantors

One or more of our subsidiaries may fully and unconditionally guarantee our payment obligations under any series of debt securities offered by this prospectus. The prospectus supplement relating to any such series will identify any subsidiary guarantors. Financial information concerning our subsidiary guarantors and any non-guarantor subsidiaries will be included in our consolidated financial statements filed as part of our periodic reports filed pursuant to the Exchange Act to the extent required by the rules and regulations of the SEC.

Additional information concerning our subsidiaries and us is included in reports and other documents incorporated by reference in this prospectus. Please read Where You Can Find More Information.

RISK FACTORS

Our business is subject to uncertainties and risks. Before you invest in our securities you should carefully consider those risk factors included in our most recent Annual Report on Form 10-K, any Quarterly Reports on Form 10-Q and any Current Reports on Form 8-K, which are incorporated herein by reference, and those risk factors that may be included in any applicable prospectus supplement, together with all of the other information included in this prospectus, any prospectus supplement and the documents we incorporate by reference, in evaluating an investment in our securities. If any of the risks discussed in the foregoing documents were to occur, our business, financial condition, results of operations and cash flows could be materially adversely affected. Please read Information Regarding Forward-Looking Statements.

USE OF PROCEEDS

Unless otherwise indicated to the contrary in an accompanying prospectus supplement, we will use the net proceeds from the sale of the securities covered by this prospectus for general partnership purposes, which may include debt repayment, future acquisitions, capital expenditures and additions to working capital.

Any specific allocation of the net proceeds of an offering of securities to a specific purpose will be determined at the time of the offering and will be described in a prospectus supplement.

RATIO OF EARNINGS TO FIXED CHARGES

The table below sets forth the Ratio of Earnings to Fixed Charges for us for each of the periods indicated. On January 31, 2006, we completed our initial public offering whereby we became successor to the business of Calumet Lubricant Co., Limited Partnership. As such, the year ended December 31, 2005 and a portion of the year ended December 31, 2006 reflect the financial results of Calumet Lubricants Co., Limited Partnership, our predecessor.

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	Calumet Lubricants Co., Limited Partnership	Calumet Specialty Products Partners, L.P.				
		Year Ended December 31,				Nine Months Ended September 30,
	2005	2006(1)	2007	2008	2009	2010
			(Unaudited) (Dollars in thousands)			
Earnings						
Income from continuing operations	$ 12,926	$ 95,768	$ 83,375	$ 44,694	$ 61,936	$ 7,586
Fixed charges less capitalized interest	28,419	14,822	11,539	45,450	44,903	32,966
Earnings from continuing operations before fixed charges	$ 41,345	$ 110,590	$ 94,914	$ 90,144	$ 106,839	$ 40,552
Fixed charges						
Interest expense, net of capitalized interest	$ 22,961	$ 9,030	$ 4,717	$ 33,938	$ 33,573	$ 22,505
Capitalized interest, net of amortization	178	1,938	4,501	6,909	575	234
Estimated interest within rental expense	5,458	5,792	6,822	11,512	11,330	10,461
Total fixed charges	$ 28,597	$ 16,760	$ 16,040	$ 52,359	$ 45,478	$ 33,200
Ratio of earnings to fixed charges	1.45	6.60	5.92	1.72	2.35	1.22

(1) The information presented for the year ended December 31, 2006 contains results of our predecessor for the period of January 1, 2006 through January 31, 2006.

For purposes of determining the ratio of earnings to fixed charges, earnings are defined as pre-tax income from continuing operations plus the following (a) fixed charges, and (b) amortization of capitalized interest, less interest capitalized. Fixed charges consist of interest expensed and capitalized plus (a) amortized discounts and capitalized expenses related to indebtedness, and (b) an estimate of the interest within rental expense.

DESCRIPTION OF THE COMMON UNITS

The Units

The common units and the subordinated units represent separate classes of limited partner interests in us. The holders of our common and subordinated units are entitled to participate in partnership distributions and exercise the rights or privileges available to limited partners under our partnership agreement. For a description of the relative rights and preferences of holders of common units and subordinated units in and to partnership distributions, please read this section and Our Cash Distribution Policy and Restrictions on Distributions. For a description of the rights and privileges of limited partners under our partnership agreement, including voting rights, please see The Partnership Agreement.

Our outstanding common units are listed on the Nasdaq Global Market under the symbol CLMT. Any additional common units we issue will also be listed on the Nasdaq Global Market.

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Number of Units

As of September 30, 2010, we had outstanding 22,213,778 common units and 13,066,000 subordinated units. There is currently no established public trading market for our subordinated units.

Subordinated Units

Our subordinated units are a separate class of limited partner interests in our partnership, and the rights of holders of subordinated units to participate in distributions to partners differ from, and are subordinated to, the rights of the holders of our common units. During the subordination period, our subordinated units will not be entitled to receive any distributions until our common units have received the minimum quarterly distribution plus any arrearages from prior quarters. The term of the subordination period is described under Our Cash Distribution Policy and Restrictions on Distributions Subordination Period

Transfer Agent and Registrar

Duties. Mellon Investor Services, LLC serves as registrar and transfer agent for the common units. We pay all fees charged by the transfer agent for transfers of common units except the following that must be paid by unitholders:

- surety bond premiums to replace lost or stolen certificates, taxes and other governmental charges;
- special charges for services requested by a common unitholder; and
- other similar fees or charges.

There is no charge to unitholders for disbursements of our cash distributions. We will indemnify the transfer agent, its agents and each of their stockholders, directors, officers and employees against all claims and losses that may arise out of acts performed or omitted for its activities in that capacity, except for any liability due to any gross negligence or intentional misconduct of the indemnified person or entity.

Transfer of Common Units

By transfer of common units in accordance with our partnership agreement, each transferee of common units shall be admitted as a limited partner with respect to the common units transferred when such transfer and admission is reflected in our books and records. Each transferee:

- represents that the transferee has the capacity, power and authority to become bound by our partnership agreement;
- automatically agrees to be bound by the terms and conditions of, and is deemed to have executed, our partnership agreement; and
- gives the consents and approvals contained in our partnership agreement, such as the approval of all transactions and agreements that we are entering into in connection with our formation and this offering.

A transferee will become a substituted limited partner of our partnership for the transferred common units automatically upon the recording of the transfer on our books and records. Our general partner will cause any transfers to be recorded on our books and records no less frequently than quarterly.

We may, at our discretion, treat the nominee holder of a common unit as the absolute owner. In that case, the beneficial holders rights are limited solely to those that it has against the nominee holder as a result of any agreement between the beneficial owner and the nominee holder.

Common units are securities and are transferable according to the laws governing transfers of securities. In addition to other rights acquired upon transfer, the transferor gives the transferee the right to become a substituted limited partner in our partnership for the transferred common units.

Until a common unit has been transferred on our books, we and the transfer agent may treat the record holder of the unit as the absolute owner for all purposes, except as otherwise required by law or stock exchange regulations.

THE PARTNERSHIP AGREEMENT

The following is a summary of the material provisions of our partnership agreement. We will provide prospective investors with a copy of this agreement upon request at no charge.

We summarize the following provisions of our partnership agreement elsewhere in this prospectus:

- with regard to distributions of available cash, please read Our Cash Distribution Policy and Restrictions on Distributions;
- with regard to the transfer of common units, please read Description of the Common Units Transfer of Common Units; and
- with regard to allocations of taxable income and taxable loss, please read Material Tax Consequences.

Organization and Duration

We were organized on September 27, 2005 and have a perpetual existence.

Purpose

Our purpose under the partnership agreement is limited to any business activities that are approved by our general partner and that lawfully may be conducted by a limited partnership organized under Delaware law; provided, that our general partner shall not cause us to engage, directly or indirectly, in any business activity that the general partner determines would cause us to be treated as an association taxable as a corporation or otherwise taxable as an entity for federal income tax purposes.

Although our general partner has the ability to cause us, our operating company or its subsidiaries to engage in activities other than the refining and marketing of fuel products and specialty hydrocarbon products, our general partner has no current plans to do so and may decline to do so free of any fiduciary duty or obligation whatsoever to us or the limited partners, including any duty to act in good faith or in the best interests of us or the limited partners. Our general partner is authorized in general to perform all acts it determines to be necessary or appropriate to carry out our purposes and to conduct our business.

Power of Attorney

Each limited partner, and each person who acquires a unit from a unitholder, by accepting the common unit, automatically grants to our general partner and, if appointed, a liquidator, a power of attorney to, among other things, execute and file documents required for our qualification, continuance or dissolution. The power of attorney also grants our general partner the authority to amend, and to make consents and waivers under, our partnership agreement.

Capital Contributions

Unitholders are not obligated to make additional capital contributions, except as described below under Limited Liability.

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Voting Rights

The following is a summary of the unitholder vote required for the matters specified below. Various matters requiring the approval of a unit majority require:

- during the subordination period, the approval of a majority of the common units, excluding those common units held by our general partner and its affiliates, and a majority of the subordinated units, voting as separate classes; and
- after the subordination period, the approval of a majority of the common units.

In voting their common and subordinated units, our general partner and its affiliates will have no fiduciary duty or obligation whatsoever to us or the limited partners, including any duty to act in good faith or in the best interests of us and our limited partners. For any action that is to be approved at a meeting of unitholders, the holders of a majority of the outstanding units of the class or classes for which a meeting has been called represented in person or by proxy will constitute a quorum unless any action by the unitholders requires approval by holders of a greater percentage of the units, in which case the quorum will be the greater percentage. Please read Meetings; Voting.

Issuance of additional units of equal rank with the common units during the subordination period	Unit majority, with exceptions described under Issuance of Additional Securities.
Issuance of units senior to the common units during the subordination period	Unit majority.
Issuance of units junior to the common units during the subordination period	No approval right.
Issuance of additional units after the subordination period	No approval right.
Amendment of our partnership agreement	Certain amendments may be made by the general partner without the approval of the unitholders. Other amendments generally require the approval of a unit majority. Please read Amendment of the Partnership Agreement.
Merger of our partnership or the sale of all or substantially all of our assets	Unit majority in certain circumstances. Please read Merger, Sale or Other Disposition of Assets.
Dissolution of our partnership	Unit majority. Please read Termination and Dissolution.
Continuation of the business of our partnership upon dissolution	Unit majority. Please read Termination and Dissolution.
Withdrawal of our general partner	Under most circumstances, the approval of a majority of the common units, excluding common units held by our general partner and its affiliates, is required for the withdrawal of our general partner prior to

	December 31, 2015 in a manner that would cause a dissolution of our partnership. Please read Withdrawal or Removal of the General Partner.
Removal of our general partner	Not less than 662/3% of the outstanding units, including units held by our general partner and its affiliates. Please read Withdrawal or Removal of the General Partner.

Transfer of the general partner interest	Our general partner may transfer all, but not less than all, of its general partner interest in us without a vote of our unitholders to an affiliate or another person in connection with its merger or consolidation with or into, or sale of all or substantially all of its assets to, such person. The approval of a majority of the common units, excluding common units held by our general partner and its affiliates, is required in other circumstances for a transfer of the general partner interest to a third party prior to December 31, 2015. Please read Transfer of General Partner Interest.
Transfer of incentive distribution rights	Except for transfers to an affiliate or another person as part of our general partner s merger or consolidation, sale of all or substantially all of its assets or the sale of all of the ownership interests in such holder, the approval of a majority of the common units, excluding common units held by the general partner and its affiliates, is required in most circumstances for a transfer of the incentive distribution rights to a third party prior to December 31, 2015. Please read Transfer of Incentive Distribution Rights.
Transfer of ownership interests in our general partner	No approval required at any time. Please read Transfer of Ownership Interests in Our General Partner.

Limited Liability

Assuming that a limited partner does not participate in the control of our business within the meaning of the Delaware Act and that he otherwise acts in conformity with the provisions of the partnership agreement, his liability under the Delaware Act will be limited, subject to possible exceptions, to the amount of capital he is obligated to contribute to us for his common units plus his share of any undistributed profits and assets. If it were determined, however, that the right, or exercise of the right, by the limited partners as a group:

to remove or replace our general partner;

to approve some amendments to our partnership agreement; or

to take other action under our partnership agreement;

constituted participation in the control of our business for the purposes of the Delaware Act, then the limited partners could be held personally liable for our obligations under the laws of Delaware, to the same extent as our general partner. This liability would extend to persons who transact business with us who reasonably believe that the limited partner is a general partner. Neither our partnership agreement nor the Delaware Act specifically provides for legal recourse against the general partner if a limited partner were to lose limited liability through any fault of the general partner. While this does not mean that a limited partner could not seek legal recourse, we know of no precedent for this type of a claim in Delaware case law.

Under the Delaware Act, a limited partnership may not make a distribution to a partner if, after the distribution, all liabilities of the limited partnership, other than liabilities to partners on account of their partnership interests and liabilities for which the recourse of creditors is limited to specific property of the partnership, would exceed the fair value of the assets of the limited partnership. For the purpose of determining the fair value of the assets of a limited partnership, the Delaware Act provides that the fair value of property subject to liability for which recourse of creditors is limited shall be included in the assets of the limited partnership only to the extent that the fair value of that property exceeds the nonrecourse liability. The Delaware Act provides that a limited partner who receives a distribution and knew at the time of the distribution that the distribution was in violation of the Delaware Act shall be liable to the limited partnership for the amount of the distribution for three years. Under the Delaware Act, a substituted limited partner of a limited partnership is liable for the obligations of his assignor to make contributions to the partnership, except that such person is not obligated for liabilities unknown to him at the time he became a limited partner and that could not be ascertained from the partnership agreement.

Our subsidiaries conduct business in 30 states. Maintenance of our limited liability as a member of our operating company may require compliance with legal requirements in the jurisdictions in which our operating company conducts business, including qualifying our subsidiaries to do business there.

Limitations on the liability of limited partners for the obligations of a limited partner have not been clearly established in many jurisdictions. If, by virtue of our membership interest in our operating company or otherwise, it were determined that we were conducting business in any state without compliance with the applicable limited partnership or limited liability company statute, or that the right or exercise of the right by the limited partners as a group to remove or replace the general partner, to approve some amendments to our partnership agreement, or to take other action under the partnership agreement constituted participation in the control of our business for purposes of the statutes of any relevant jurisdiction, then the limited partners could be held personally liable for our obligations under the law of that jurisdiction to the same extent as our general partner under the circumstances. We will operate in a manner that our general partner considers reasonable and necessary or appropriate to preserve the limited liability of the limited partners.

Issuance of Additional Securities

Our partnership agreement authorizes us to issue an unlimited number of additional partnership securities for the consideration and on the terms and conditions determined by our general partner without the approval of the unitholders. During the subordination period, however, except as we discuss in the following paragraph, we may not issue equity securities ranking senior to the common units or an aggregate of more than 3,485,222 additional common units or units on a parity with the common units, in each case, without the approval of the holders of a unit majority.

During the subordination period or thereafter, we may issue an unlimited number of common units without the approval of the unitholders as follows:

- upon exercise of the underwriters option to purchase additional units;
- upon conversion of the subordinated units;
- under employee benefits plans;
- upon conversion of the general partner interest and incentive distribution rights as a result of a withdrawal or removal of our general partner;
- upon conversion of units of equal rank with the common units into common units or other parity units under certain circumstances;
- in the event of a combination or subdivision of common units;
- in connection with an acquisition or an expansion capital improvement that increases cash flow from operations per unit on an estimated pro forma basis;
- if the proceeds of the issuance are used to repay indebtedness, the cost of which to service is greater than the distribution obligations associated with the units issued in connection with its retirement; or

in connection with the redemption of common units or other equity interests of equal rank with the common units from the net proceeds of an issuance of common units or parity units, but only if the redemption price equals the net proceeds per unit, before expenses, to us.

It is possible that we will fund acquisitions through the issuance of additional common units, subordinated units or other partnership securities. Holders of any additional common units we issue will be entitled to share equally with the then-existing holders of common units in our distributions of available cash. In addition, the issuance of additional common units or other partnership securities may dilute the value of the interests of the then-existing holders of common units in our net assets.

In accordance with Delaware law and the provisions of our partnership agreement, we may also issue additional partnership securities that, as determined by our general partner, may have special voting rights to which the common units are not entitled. In addition, our partnership agreement does not prohibit the issuance by our subsidiaries of equity securities, which may effectively rank senior to the common units.

Upon issuance of additional partnership securities, our general partner will be entitled, but not required, to make additional capital contributions to the extent necessary to maintain its 2% general partner interest in us. The general partner s 2% interest in us will be reduced if we issue additional units in the future and our general partner does not contribute a proportionate amount of capital to us to maintain its 2% general partner interest. Moreover, our general partner will have the right, which it may from time to time assign in whole or in part to any of its affiliates, to purchase common units, subordinated units or other partnership securities whenever, and on the same terms that, we issue those securities to persons other than our general partner and its affiliates, to the extent necessary to maintain the percentage interest of the general partner and its affiliates, including such interest represented by common units and subordinated units, that existed immediately prior to each issuance. Otherwise, under our partnership agreement, the holders of common units will not have preemptive rights to acquire additional common units or other partnership securities.

Amendment of the Partnership Agreement

General. Amendments to our partnership agreement may be proposed only by or with the consent of our general partner. However, our general partner will have no duty or obligation to propose any amendment and may decline to do so free of any fiduciary duty or obligation whatsoever to us or the limited partners, including any duty to act in good faith or in the best interests of us or the limited partners. In order to adopt a proposed amendment, other than the amendments discussed below, our general partner is required to seek written approval of the holders of the number of units required to approve the amendment or call a meeting of the limited partners to consider and vote upon the proposed amendment. Except as described below, an amendment must be approved by a unit majority.

Prohibited Amendments. No amendment may be made that would:

enlarge the obligations of any limited partner without its consent, unless approved by at least a majority of the type or class of limited partner interests so affected; or

enlarge the obligations of, restrict in any way any action by or rights of, or reduce in any way the amounts distributable, reimbursable or otherwise payable by us to our general partner or any of its affiliates without the consent of our general partner, which consent may be given or withheld at its option.

The provision of our partnership agreement preventing the amendments having the effects described in any of the clauses above can be amended upon the approval of the holders of at least 90% of the outstanding units voting together as a single class (including units owned by our general partner and its affiliates). Currently, our general partner and its affiliates own approximately 54.3% of the outstanding units.

No Unitholder Approval. Our general partner may generally make amendments to our partnership agreement without the approval of any limited partner or assignee to reflect:

a change in our name, the location of our principal place of our business, our registered agent or our registered office;

the admission, substitution, withdrawal or removal of partners in accordance with our partnership agreement;

a change that our general partner determines to be necessary or appropriate to qualify or continue our qualification as a limited partnership or a partnership in which the limited partners have limited liability under the laws of any state or to ensure that neither we nor the operating company nor any of its subsidiaries will be treated as an association taxable as a corporation or otherwise taxed as an entity for federal income tax purposes;

- an amendment that is necessary, in the opinion of our counsel, to prevent us or our general partner or its directors, officers, agents or trustees from in any manner being subjected to the provisions of the Investment Company Act of 1940, the Investment Advisors Act of 1940, or plan asset regulations adopted under the Employee Retirement Income Security Act of 1974, or ERISA, whether or not substantially similar to plan asset regulations currently applied or proposed;

- an amendment that our general partner determines to be necessary or appropriate for the authorization of additional partnership securities or rights to acquire partnership securities;

- any amendment expressly permitted in our partnership agreement to be made by our general partner acting alone;

- an amendment effected, necessitated or contemplated by a merger agreement that has been approved under the terms of our partnership agreement;

- any amendment that our general partner determines to be necessary or appropriate for the formation by us of, or our investment in, any corporation, partnership or other entity, as otherwise permitted by our partnership agreement;

- a change in our fiscal year or taxable year and related changes;

- mergers with or conveyances to another limited liability entity that is newly formed and has no assets, liabilities or operations at the time of the merger or conveyance other than those it receives by way of the merger or conveyance; or

- any other amendments substantially similar to any of the matters described in the bullet points above.

In addition, our general partner may make amendments to our partnership agreement without the approval of any limited partner or assignee in connection with a merger or consolidation approved in connection with our partnership agreement, or if our general partner determines that those amendments:

- do not adversely affect the limited partners (or any particular class of limited partners) in any material respect;

- are necessary or appropriate to satisfy any requirements, conditions or guidelines contained in any opinion, directive, order, ruling or regulation of any federal or state agency or judicial authority or contained in any federal or state statute;

- are necessary or appropriate to facilitate the trading of limited partner interests or to comply with any rule, regulation, guideline or requirement of any securities exchange on which the limited partner interests are or will be listed for trading;

- are necessary or appropriate for any action taken by our general partner relating to splits or combinations of units under the provisions of our partnership agreement; or

- are required to effect the intent expressed in this prospectus or the intent of the provisions of our partnership agreement or are otherwise contemplated by our partnership agreement.

Opinion of Counsel and Unitholder Approval. Our general partner will not be required to obtain an opinion of counsel that an amendment will not result in a loss of limited liability to the limited partners or result in our being treated as an entity for federal income tax purposes in connection with any of the amendments described under No Unitholder Approval. No other amendments to our partnership agreement will become effective without the approval of holders of at least 90% of the outstanding units voting as a single class unless we first obtain an opinion of counsel to the effect that the amendment will not affect the limited liability under applicable law of any of our limited partners.

In addition to the above restrictions, any amendment that would have a material adverse effect on the rights or preferences of any type or class of outstanding units in relation to other classes of units will require the approval of at least a majority of the type or class of units so affected. Any amendment that reduces the voting percentage required to take any action is required to be approved by the affirmative vote of limited partners whose aggregate outstanding units constitute not less than the voting requirement sought to be reduced.

Merger, Sale or Other Disposition of Assets

A merger or consolidation of us requires the prior consent of our general partner. However, our general partner will have no duty or obligation to consent to any merger or consolidation and may decline to do so free of any fiduciary duty or obligation whatsoever to us or the limited partners, including any duty to act in good faith or in the best interest of us or the limited partners.

In addition, our partnership agreement generally prohibits our general partner without the prior approval of the holders of a unit majority, from causing us to, among other things, sell, exchange or otherwise dispose of all or substantially all of our assets in a single transaction or a series of related transactions, including by way of merger, consolidation or other combination, or approving on our behalf the sale, exchange or other disposition of all or substantially all of the assets of our subsidiaries. Our general partner may, however, mortgage, pledge, hypothecate or grant a security interest in all or substantially all of our assets without that approval. Our general partner may also sell all or substantially all of our assets under a foreclosure or other realization upon those encumbrances without that approval. Finally, our general partner may consummate any merger without the prior approval of our unitholders if we are the surviving entity in the transaction, the transaction would not result in a material amendment to our partnership agreement, each of our units will be an identical unit of our partnership following the transaction, and the units to be issued do not exceed 20% of our outstanding units immediately prior to the transaction.

If the conditions specified in our partnership agreement are satisfied, our general partner may convert us or any of our subsidiaries into a new limited liability entity or merge us or any of our subsidiaries into, or convey all of our assets to, a newly formed entity if the sole purpose of that merger or conveyance is to effect a mere change in our legal form into another limited liability entity. The unitholders are not entitled to dissenters rights of appraisal under our partnership agreement or applicable Delaware law in the event of a conversion, merger or consolidation, a sale of substantially all of our assets or any other transaction or event.

Termination and Dissolution

We will continue as a limited partnership until terminated under our partnership agreement. We will dissolve upon:

- the election of our general partner to dissolve us, if approved by the holders of units representing a unit majority;
- there being no limited partners, unless we are continued without dissolution in accordance with applicable Delaware law;
- the entry of a decree of judicial dissolution of our partnership; or
- the withdrawal or removal of our general partner or any other event that results in its ceasing to be our general partner other than by reason of a transfer of its general partner interest in accordance with our partnership agreement or withdrawal or removal following approval and admission of a successor.

Upon a dissolution under the last clause above, the holders of a unit majority may also elect, within specific time limitations, to continue our business on the same terms and conditions described in our partnership agreement by appointing as a successor general partner an entity approved by the holders of units representing a unit majority, subject to our receipt of an opinion of counsel to the effect that:

the action would not result in the loss of limited liability of any limited partner; and

neither our partnership, our operating company nor any of our other subsidiaries would be treated as an association taxable as a corporation or otherwise be taxable as an entity for federal income tax purposes upon the exercise of that right to continue.

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Liquidation and Distribution of Proceeds

Upon our dissolution, unless our business is continued as described above, the liquidator authorized to wind up our affairs will, acting with all of the powers of our general partner that are necessary or appropriate to liquidate our assets and apply the proceeds of the liquidation as provided in Our Cash Distribution Policy and Restrictions on Distributions Distributions of Cash Upon Liquidation. The liquidator may defer liquidation or distribution of our assets for a reasonable period of time or distribute assets to partners in kind if it determines that a sale would be impractical or would cause undue loss to our partners.

Withdrawal or Removal of the General Partner

Except as described below, our general partner has agreed not to withdraw voluntarily as our general partner prior to December 31, 2015 without obtaining the approval of the holders of at least a majority of the outstanding common units, excluding common units held by the general partner and its affiliates, and furnishing an opinion of counsel regarding limited liability and tax matters. On or after December 31, 2015, our general partner may withdraw as general partner without first obtaining approval of any unitholder by giving 90 days written notice, and that withdrawal will not constitute a violation of our partnership agreement. Notwithstanding the information above, our general partner may withdraw without unitholder approval upon 90 days notice to the limited partners if at least 50% of the outstanding common units are held or controlled by one person and its affiliates other than the general partner and its affiliates. In addition, the partnership agreement permits our general partner in some instances to sell or otherwise transfer all of its general partner interest in us without the approval of the unitholders. Please read Transfer of General Partner Interest and Transfer of Incentive Distribution Rights.

Upon withdrawal of our general partner under any circumstances, other than as a result of a transfer by our general partner of all or a part of its general partner interest in us, the holders of a unit majority, voting as separate classes, may select a successor to that withdrawing general partner. If a successor is not elected, or is elected but an opinion of counsel regarding limited liability and tax matters cannot be obtained, we will be dissolved, wound up and liquidated, unless within a specified period after that withdrawal, the holders of a unit majority agree in writing to continue our business and to appoint a successor general partner. Please read Termination and Dissolution.

Our general partner may not be removed unless that removal is approved by the vote of the holders of not less than 66-2/3% of the outstanding units, voting together as a single class, including units held by our general partner and its affiliates, and we receive an opinion of counsel regarding limited liability and tax matters. Any removal of our general partner is also subject to the approval of a successor general partner by the vote of the holders of a majority of the outstanding common units and subordinated units, voting as separate classes. The ownership of more than 33-1/3% of the outstanding units by our general partner and its affiliates would give them the practical ability to prevent our general partner s removal. Currently, our general partner and its affiliates own an aggregate of 54.3% of the outstanding units.

Our partnership agreement also provides that if our general partner is removed as our general partner under circumstances where cause does not exist and units held by the general partner and its affiliates are not voted in favor of that removal:

- the subordination period will end, and all outstanding subordinated units will immediately convert into common units on a one-for-one basis;

any existing arrearages in payment of the minimum quarterly distribution on the common units will be extinguished; and

our general partner will have the right to convert its general partner interest and its incentive distribution rights into common units or to receive cash in exchange for those interests based on the fair market value of those interests at that time.

In the event of removal of a general partner under circumstances where cause exists or withdrawal of a general partner where that withdrawal violates our partnership agreement, a successor general partner will have the option to purchase the general partner interest and incentive distribution rights of the departing general partner for a cash payment equal to the fair market value of those interests. Under all other circumstances where a general partner withdraws or is removed by the limited partners, the departing general partner will have the option to require the successor general partner to purchase the general partner interest of the departing general partner and its incentive distribution rights for fair market value. In each case, this fair market value will be determined by agreement between the departing general partner and the successor general partner. If no agreement is reached, an independent investment banking firm or other independent expert selected by the departing general partner and the successor general partner will determine the fair market value. Or, if the departing general partner and the successor general partner cannot agree upon an expert, then an expert chosen by agreement of the experts selected by each of them will determine the fair market value.

If the option described above is not exercised by either the departing general partner or the successor general partner, the departing general partner s general partner interest and its incentive distribution rights will automatically convert into common units equal to the fair market value of those interests as determined by an investment banking firm or other independent expert selected in the manner described in the preceding paragraph.

In addition, we will be required to reimburse the departing general partner for all amounts due the departing general partner, including, without limitation, all employee-related liabilities, including severance liabilities, incurred for the termination of any employees employed by the departing general partner or its affiliates for our benefit.

Transfer of General Partner Interest

Except for transfer by our general partner of all, but not less than all, of its general partner interest in our partnership to:

- an affiliate of our general partner (other than an individual); or
- another entity as part of the merger or consolidation of our general partner with or into another entity or the transfer by our general partner of all or substantially all of its assets to another entity,

our general partner may not transfer all or any part of its general partner interest in our partnership to another person prior to December 31, 2015 without the approval of the holders of at least a majority of the outstanding common units, excluding common units held by our general partner and its affiliates. As a condition of this transfer, the transferee must assume, among other things, the rights and duties of our general partner, agree to be bound by the provisions of our partnership agreement, and furnish an opinion of counsel regarding limited liability and tax matters. On or after December 31, 2015, our general partner interest will be freely transferable.

Our general partner and its affiliates may, at any time, transfer units to one or more persons, without unitholder approval, except that they may not transfer subordinated units to us.

Transfer of Ownership Interests in Our General Partner

At any time, the members of our general partner may sell or transfer all or part of their membership interests in our general partner to an affiliate or third party without the approval of our unitholders.

Transfer of Incentive Distribution Rights

Our general partner or its affiliates or a subsequent holder may transfer its incentive distribution rights to an affiliate of the holder (other than an individual) or another entity as part of the merger or consolidation of such holder with or into another entity, the sale of all of the ownership interest of the holder or the sale of all or substantially all of its assets to, that entity without the prior approval of the unitholders. Prior to December 31, 2015, other transfers of incentive distribution rights will require the affirmative vote of holders of a majority of the outstanding common units, excluding common units held by our general partner and its affiliates. On or after December 31, 2015, the incentive distribution rights will be freely transferable.

Change of Management Provisions

Our partnership agreement contains specific provisions that are intended to discourage a person or group from attempting to remove Calumet GP, LLC as our general partner or otherwise change our management. If any person or group other than our general partner and its affiliates acquires beneficial ownership of 20% or more of any class of units, that person or group loses voting rights on all of its units. This loss of voting rights does not apply to any person or group that acquires the units from our general partner or its affiliates and any transferees of that person or group approved by our general partner or to any person or group who acquires the units with the prior approval of the board of directors of our general partner.

Our partnership agreement also provides that if our general partner is removed under circumstances where cause does not exist and units held by our general partner and its affiliates are not voted in favor of that removal:

- the subordination period will end and all outstanding subordinated units will immediately convert into common units on a one-for-one basis;
- any existing arrearages in payment of the minimum quarterly distribution on the common units will be extinguished; and
- our general partner will have the right to convert its general partner interest and its incentive distribution rights into common units or to receive cash in exchange for those interests.

Limited Call Right

If at any time our general partner and its affiliates own more than 80% of the then-issued and outstanding limited partner interests of any class, our general partner will have the right, but not the obligation, which right may be assigned in whole or in part to any of its affiliates or to us, to acquire all, but not less than all, of the remaining partnership securities of the class held by unaffiliated persons as of a record date to be selected by our general partner, on at least 10 but not more than 60 days notice. The purchase price in the event of this purchase is the greater of:

- the highest cash price paid by either of our general partner or any of its affiliates for any partnership securities of the class purchased within the 90 days preceding the date on which our general partner first mails notice of its election to purchase those partnership securities; and
- the current market price as of the date three days before the date the notice is mailed.

As a result of our general partner s right to purchase outstanding partnership securities, a holder of partnership securities may have his partnership securities purchased at an undesirable time or price. The tax consequences to a unitholder of the exercise of this call right are the same as a sale by that unitholder of his common units in the market. Please read Material Tax Consequences Disposition of Common Units.

Meetings; Voting

Except as described below regarding a person or group owning 20% or more of any class of units then outstanding, unitholders who are record holders of units on the record date will be entitled to notice of, and to vote at, meetings of our limited partners and to act upon matters for which approvals may be solicited.

Our general partner does not anticipate that any meeting of unitholders will be called in the foreseeable future. Any action that is required or permitted to be taken by the unitholders may be taken either at a meeting of the unitholders or without a meeting if consents in writing describing the action so taken are signed by holders of the number of units necessary to authorize or take that action at a meeting. Meetings of the unitholders may be called by our general partner or by unitholders owning at least 20% of the outstanding units of the class for which a meeting is proposed. Unitholders may vote either in person or by proxy at meetings. The holders of a majority of the outstanding units of the class or classes for which a meeting has been called represented in person or by proxy will constitute a quorum unless any action by the unitholders

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requires approval by holders of a greater percentage of the units, in which case the quorum will be the greater percentage.

Each record holder of a unit has a vote according to his percentage interest in us, although additional limited partner interests having special voting rights could be issued. Please read Issuance of Additional Securities. However, if at any time any person or group, other than our general partner and its affiliates, or a direct or subsequently approved transferee of our general partner or its affiliates, acquires, in the aggregate, beneficial ownership of 20% or more of any class of units then outstanding, that person or group will lose voting rights on all of its units and the units may not be voted on any matter and will not be considered to be outstanding when sending notices of a meeting of unitholders, calculating required votes, determining the presence of a quorum or for other similar purposes. Common units held in nominee or street name account will be voted by the broker or other nominee in accordance with the instruction of the beneficial owner unless the arrangement between the beneficial owner and his nominee provides otherwise. Except as our partnership agreement otherwise provides, subordinated units will vote together with common units as a single class.

Any notice, demand, request, report or proxy material required or permitted to be given or made to record holders of common units under our partnership agreement will be delivered to the record holder by us or by the transfer agent.

Status as Limited Partner

Except as described under Limited Liability, the common units will be fully paid, and unitholders will not be required to make additional contributions. By transfer of common units in accordance with our partnership agreement, each transferee of common units shall be admitted as a limited partner with respect to the common units transferred when such transfer and admission is reflected in our books and records.

Non-Citizen Transferees

If we are or become subject to federal, state or local laws or regulations that, in the reasonable determination of our general partner, create a substantial risk of cancellation or forfeiture of any property that we have an interest in because of the nationality, citizenship or other related status of any limited partner, we may redeem the units held by the limited partner at their current market price. In order to avoid any cancellation or forfeiture, our general partner may require each limited partner to furnish information about his nationality, citizenship or related status. If a limited partner fails to furnish information about his nationality, citizenship or other related status within 30 days after a request for the information or our general partner determines after receipt of the information that the limited partner is not an eligible citizen, the limited partner may be treated as a non-citizen transferee. A non-citizen transferee is entitled to an interest equivalent to that of a limited partner for the right to share in allocations and distributions from us, including liquidating distributions. A non-citizen transferee does not have the right to vote his units and may not receive distributions in kind upon our liquidation.

Indemnification

Under our partnership agreement, in most circumstances, we will indemnify the following persons, to the fullest extent permitted by law, from and against all losses, claims, damages or similar events:

- our general partner;
- any departing general partner;
- any person who is or was an affiliate of a general partner or any departing general partner;

any person who is or was a director, officer, member, partner, fiduciary or trustee of any entity set forth in the preceding three bullet points;

any person who is or was serving as director, officer, member, partner, fiduciary or trustee of another person at the request of our general partner or any departing general partner or any of their affiliates (other than persons acting on a fee-for-services basis); and

any person designated by our general partner.

Any indemnification under these provisions will only be out of our assets. Unless it otherwise agrees, our general partner will not be personally liable for, or have any obligation to contribute or loan funds or assets to us to enable us to effectuate, indemnification. We may purchase insurance against liabilities asserted against and expenses incurred by persons for our activities, regardless of whether we would have the power to indemnify the person against liabilities under our partnership agreement.

Reimbursement of Expenses

Our partnership agreement requires us to reimburse our general partner for all direct and indirect expenses it incurs or payments it makes on our behalf and all other expenses allocable to us or otherwise incurred by our general partner in connection with operating our business. These expenses include salary, bonus, incentive compensation and other amounts paid to persons who perform services for us or on our behalf and expenses allocated to our general partner by its affiliates. The general partner is entitled to determine in good faith the expenses that are allocable to us.

Books and Reports

Our general partner is required to keep appropriate books of our business at our principal offices. The books will be maintained for both tax and financial reporting purposes on an accrual basis. For tax and fiscal reporting purposes, our fiscal year is the calendar year.

We will furnish or make available to record holders of common units, within 120 days after the close of each fiscal year, an annual report containing our audited financial statements and a report on those financial statements by our independent public accountants. Except for our fourth quarter, we will also furnish or make available summary financial information within 90 days after the close of each quarter.

We will furnish each record holder of a unit with information reasonably required for tax reporting purposes within 90 days after the close of each calendar year. This information is expected to be furnished in summary form so that some complex calculations normally required of partners can be avoided. Our ability to furnish this summary information to unitholders will depend on the cooperation of unitholders in supplying us with specific information. Every unitholder will receive information to assist him in determining his federal and state tax liability and filing his federal and state income tax returns, regardless of whether he supplies us with information.

Right to Inspect Our Books and Records

Our partnership agreement provides that a limited partner can, for a purpose reasonably related to his interest as a limited partner, upon reasonable demand stating the purpose of such demand and at his own expense, have furnished to him:

a current list of the name and last known address of each partner;

a copy of our tax returns;

information as to the amount of cash, and a description and statement of the agreed value of any other property or services, contributed or to be contributed by each partner and the date on which each partner became a partner;

copies of our partnership agreement, our certificate of limited partnership, related amendments and powers of attorney under which they have been executed;

information regarding the status of our business and financial condition; and

any other information regarding our affairs as is just and reasonable.

Our general partner may, and intends to, keep confidential from the limited partners trade secrets or other information the disclosure of which our general partner believes in good faith is not in our best interests or that we are required by law or by agreements with third parties to keep confidential.

Registration Rights

Under our partnership agreement, we have agreed to register for resale under the Securities Act of 1933 (the Securities Act) and applicable state securities laws any common units, subordinated units or other partnership securities proposed to be sold by our general partner or any of its affiliates or their transferees if an exemption from the registration requirements is not available. We have also agreed to include on any registration statement we file any partnership securities proposed to be sold by our general partner or its affiliates or their transferees. These registration rights continue for two years following any withdrawal or removal of Calumet GP, LLC as our general partner. In connection with any registration of this kind, we will indemnify each unitholder participating in the registration and its officers, directors and controlling persons from and against any liabilities under the Securities Act or any state securities laws arising from the registration statement or prospectus. We are obligated to pay all expenses incidental to the registration, excluding underwriting discounts and commissions.

OUR CASH DISTRIBUTION POLICY AND RESTRICTIONS ON DISTRIBUTIONS

General

Rationale for Our Cash Distribution Policy. Our cash distribution policy reflects a basic judgment that our unitholders will be better served by our distributing our available cash rather than retaining it. Because we are not subject to a partnership-level federal income tax, we have more cash to distribute to you than would be the case were we subject to partnership level federal income tax. Our cash distribution policy is consistent with the terms of our partnership agreement, which requires that we distribute available cash to our unitholders quarterly. Our determination of available cash takes into account the need to maintain certain cash reserves to preserve our distribution levels across seasonal and cyclical fluctuations in our business. During the subordination period, the common units have a priority over the subordinated units for the minimum quarterly distribution and, during the subordination period, the common units carry arrearage rights, which are similar to cumulative rights on preferred stock. If the minimum quarterly distribution is not paid, we must pay all arrearages in addition to the current minimum quarterly distribution before distributions are made on the subordinated units or the incentive distribution rights.

Limitations on Cash Distributions and Our Ability to Change Our Cash Distribution Policy. There is no guarantee that unitholders will receive quarterly distributions from us. Our distribution policy is subject to certain restrictions and may be changed at any time, including:

Our distribution policy will be subject to restrictions on distributions under our new credit facilities. Specifically, our credit facilities contain consolidated leverage and available liquidity tests that we must satisfy in order to make distributions to unitholders. Should we be unable to satisfy these restrictions under our credit facilities, we would be prohibited from making cash distributions to you notwithstanding our stated cash distribution policy.

Our board of directors will have the authority to establish reserves for the prudent conduct of our business or for future distributions to unitholders, and the establishment of those reserves could result in a reduction in cash distributions to you from levels we currently anticipate pursuant to our stated distribution policy.

Even if our cash distribution policy is not modified or revoked, the amount of distributions we pay under our cash distribution policy and the decision to make any distribution is determined by our general partner, taking into consideration the terms of our partnership agreement.

Under Section 17-607 of the Delaware Act, we may not make a distribution to you if the distribution would cause our liabilities to exceed the fair value of our assets.

We may lack sufficient cash to pay distributions to our unitholders due to a number of factors, including increases in our general and administrative expense, principal and interest payments on our outstanding debt, tax expenses, working capital requirements, anticipated cash needs and seasonality.

While our partnership agreement requires us to distribute our available cash, our partnership agreement may be amended. During the subordination period, with certain exceptions, our partnership agreement may not be amended without approval of the nonaffiliated common unitholders, but our partnership agreement can be amended with the approval of a majority of our outstanding common units after the subordination period has ended.

Our Cash Distribution Policy May Limit Our Ability to Grow. Because we intend to distribute the majority of the cash generated from our business to our unitholders, our growth may not be as fast as businesses that reinvest their available cash to expand ongoing operations.

Our Ability to Grow is Dependent on Our Ability to Access External Expansion Capital. We will distribute our available cash from operations to our unitholders. As a result, we expect that we will rely primarily upon external financing sources, including commercial bank borrowings and the issuance of debt and equity securities, to fund our acquisitions and major expansion capital expenditures. As a result, to the extent we are unable to finance growth externally, our cash distribution policy will significantly impair our ability to grow. In addition, to the extent we issue additional units in connection with any acquisitions or expansion capital expenditures, the payments of distributions on those additional units may increase the risk that we will be unable to maintain or increase our per unit distribution level, which in turn may reduce the available cash that we have to distribute on each unit. We are able to issue additional units without the approval of our unitholders in a number of circumstances. Please read The Partnership Agreement Issuance of Additional Securities. The incurrence of additional commercial borrowings or other debt to finance our growth strategy would result in increased interest expense, which in turn may reduce the available cash that we have to distribute to our unitholders.

Distributions of Available Cash

General. Within 45 days after the end of each quarter, we will distribute our available cash to unitholders of record on the applicable record date.

Definition of Available Cash. Available cash generally means, for any quarter, all cash on hand at the end of the quarter:

less the amount of cash reserves established by our general partner to:

provide for the proper conduct of our business;

comply with applicable law, any of our debt instruments or other agreements; or provide funds for distributions to our unitholders and to our general partner for any one or more of the next four quarters.

plus all cash on hand on the date of determination of available cash for the quarter resulting from working capital borrowings made after the end of the quarter for which the determination is being made. Working capital borrowings are generally borrowings that will be made under our revolving credit facility and in all cases are used solely for working capital purposes or to pay distributions to partners.

Intent to Distribute the Minimum Quarterly Distribution. We will distribute to the holders of common units and subordinated units on a quarterly basis at least the minimum quarterly distribution of $0.45 per unit, or $1.80 per year, to the extent we have sufficient cash from our operations after establishment of cash reserves and payment of fees and expenses, including payments to our general partner. However, there is no guarantee that we will pay the minimum quarterly distribution on the units in any quarter. Even if our cash distribution policy is not modified or revoked, the amount of distributions paid under our policy and the decision to make any distribution is determined by our general partner, taking into consideration the terms of our partnership agreement. We are prohibited from making any distributions to unitholders if it would cause an event of default, or an event of default is existing, under our credit agreements.

General Partner Interest and Incentive Distribution Rights. As of the date of this offering, our general partner is entitled to 2% of all quarterly distributions since inception that we make prior to our liquidation. This general partner interest is represented by 719,995 general partner units. Our general partner has the right, but not the obligation, to contribute a proportionate amount of capital to us to maintain its current general partner interest. The general partner s initial 2% interest in these distributions may be reduced if we issue additional units in the future and our general partner does not contribute a proportionate amount of capital to us to maintain its 2% general partner interest. Our general partner also currently holds incentive distribution rights that entitle it to receive increasing percentages, up to a maximum of 50%, of the cash we distribute from operating surplus (as defined below) in excess of $0.45 per unit. The maximum distribution of 50% includes distributions paid to our general partner on its 2% general partner interest, and assumes that our general partner maintains its general partner interest at 2%. The maximum distribution of 50% does not include any distributions that our general partner may receive on units that it owns. Please read Incentive Distribution Rights for additional information.

Operating Surplus and Capital Surplus

General. All cash distributed to unitholders is characterized as either operating surplus or capital surplus. Our partnership agreement requires that we distribute available cash from operating surplus differently than available cash from capital surplus.

Operating Surplus. Operating surplus generally consists of:

- our cash balance on the closing date of this offering; plus
- $10.0 million (as described below); plus
- all of our cash receipts after the closing of this offering, excluding cash from (1) borrowings that are not working capital borrowings, (2) sales of equity and debt securities and (3) sales or other dispositions of assets outside the ordinary course of business; plus
- working capital borrowings made after the end of a quarter but before the date of determination of operating surplus for the quarter; less
- all of our operating expenditures after the closing of this offering (including the repayment of working capital borrowings, but not the repayment of other borrowings) and maintenance capital expenditures; less
- the amount of cash reserves established by our general partner for future operating expenditures.

Maintenance capital expenditures represent capital expenditures made to replace partially or fully depreciated assets, to maintain the existing operating capacity of our assets and to extend their useful lives, or other capital expenditures that are incurred in maintaining existing system volumes and related cash flows. Expansion capital expenditures represent capital expenditures made to expand the existing operating capacity of our assets or to expand the operating capacity or revenues of existing or new assets, whether through construction or acquisition. Costs for repairs and minor renewals to maintain facilities in operating condition and that do not extend the useful life of existing assets are treated as operations and maintenance expenses as we incur them. Our partnership agreement provides that our general partner determines how to allocate a capital expenditure for the acquisition or expansion of our assets between maintenance capital expenditures and expansion capital expenditures.

Capital Surplus. Capital surplus consists of:

- borrowings other than working capital borrowings;
- sales of our equity and debt securities; and
- sales or other dispositions of assets for cash, other than inventory, accounts receivable and other current assets sold in the ordinary course of business or as part of normal retirement or replacement of assets.

Characterization of Cash Distributions. We treat all available cash distributed as coming from operating surplus until the sum of all available cash distributed since we began operations equals the operating surplus as of the most recent date of determination of available cash. We treat any amount distributed in excess of operating surplus, regardless of its source, as capital surplus. As reflected above, operating surplus includes $10.0 million. This amount does not reflect actual cash on hand that is available for distribution to our unitholders. Rather, it is a provision that will enable us, if we choose, to distribute as operating surplus up to this amount of cash we receive in the future from non-operating sources, such as asset sales, issuances of securities and borrowings, that would otherwise be distributed as capital surplus. We do not anticipate that we will make any distributions from capital surplus.

Subordination Period

General. Our partnership agreement provides that, during the subordination period (which we define below), the common units have the right to receive distributions of available cash from operating surplus in an amount equal to the minimum quarterly distribution of $0.45 per quarter, plus any arrearages in the payment of the minimum quarterly distribution on the common units from prior quarters, before any distributions of available cash from operating surplus may be made on the subordinated units. These units are deemed subordinated because for a period of time, referred to as the subordination period, the subordinated units will not be entitled to receive any distributions until the common units have received the minimum quarterly distribution plus any arrearages from prior quarters. Furthermore, no arrearages will be paid on the subordinated units. The practical effect of the existence of the subordinated units is to increase the likelihood that during the subordination period there will be available cash to be distributed on the common units. All of the outstanding subordinated units are owned by affiliates of our general partner.

Subordination Period. The subordination period will extend until the first day of any quarter beginning after December 31, 2010 that each of the following tests are met:

- distributions of available cash from operating surplus on each of the outstanding common units, subordinated units and general partner units equaled or exceeded the minimum quarterly distributions on such common units, subordinated units and general partner units for each of the three consecutive, non-overlapping four-quarter periods immediately preceding that date;
- the adjusted operating surplus (as defined below) generated during each of the three consecutive, non-overlapping four-quarter periods immediately preceding that date equaled or exceeded the sum of the minimum quarterly distributions on all of the outstanding common units, subordinated units and general partner units during those periods on a fully diluted basis; and
- there are no arrearages in payment of minimum quarterly distributions on the common units.

Expiration of the Subordination Period. When the subordination period expires, each outstanding subordinated unit will convert into one common unit and will then participate pro rata with the other common units in distributions of available cash. In addition, if the unitholders remove our general partner other than for cause and units held by the general partner and its affiliates are not voted in favor of such removal:

the subordination period will end and each subordinated unit will immediately convert into one common unit;

any existing arrearages in payment of the minimum quarterly distribution on the common units will be extinguished; and

the general partner will have the right to convert its general partner interest and its incentive distribution rights into common units or to receive cash in exchange for those interests.

Adjusted Operating Surplus. Adjusted operating surplus is intended to reflect the cash generated from operations during a particular period and therefore excludes net increases in working capital borrowings and net drawdowns of reserves of cash generated in prior periods. Adjusted operating surplus consists of:

operating surplus generated with respect to that period; less

any net increase in working capital borrowings with respect to that period; less

any net decrease in cash reserves for operating expenditures with respect to that period not relating to an operating expenditure made with respect to that period; plus

any net decrease in working capital borrowings with respect to that period; plus

any net increase in cash reserves for operating expenditures with respect to that period required by any debt instrument for the repayment of principal, interest or premium.

Distributions of Available Cash from Operating Surplus During the Subordination Period

We will make distributions of available cash from operating surplus for any quarter during the subordination period in the following manner:

first, 98% to the common unitholders, pro rata, and 2% to the general partner, until we distribute for each outstanding common unit an amount equal to the minimum quarterly distribution for that quarter;

second, 98% to the common unitholders, pro rata, and 2% to the general partner, until we distribute for each outstanding common unit an amount equal to any arrearages in payment of the minimum quarterly distribution on the common units for any prior quarters during the subordination period;

third, 98% to the subordinated unitholders, pro rata, and 2% to the general partner, until we distribute for each subordinated unit an amount equal to the minimum quarterly distribution for that quarter; and

thereafter, in the manner described in Incentive Distribution Rights below.

The preceding discussion is based on the assumptions that our general partner maintains its 2% general partner interest and that we do not issue additional classes of equity securities.

Distributions of Available Cash from Operating Surplus After the Subordination Period

We will make distributions of available cash from operating surplus for any quarter after the subordination period in the following manner:

first, 98% to all unitholders, pro rata, and 2% to the general partner, until we distribute for each outstanding unit an amount equal to the minimum quarterly distribution for that quarter; and

thereafter, in the manner described in Incentive Distribution Rights below.

The preceding discussion is based on the assumptions that our general partner maintains its 2% general partner interest and that we do not issue additional classes of equity securities.

Incentive Distribution Rights

Incentive distribution rights represent the right to receive an increasing percentage of quarterly distributions of available cash from operating surplus after the minimum quarterly distribution and the target distribution levels have been achieved. Our general partner currently holds the incentive distribution rights, but may transfer these rights separately from its general partner interest, subject to restrictions in the partnership agreement.

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If for any quarter:

we have distributed available cash from operating surplus to the common and subordinated unitholders in an amount equal to the minimum quarterly distribution; and

we have distributed available cash from operating surplus on outstanding common units in an amount necessary to eliminate any cumulative arrearages in payment of the minimum quarterly distribution;

then, we will distribute any additional available cash from operating surplus for that quarter among the unitholders and the general partner in the following manner:

first, 98% to all unitholders, pro rata, and 2% to the general partner, until each unitholder receives a total of $0.495 per unit for that quarter (the first target distribution);

second, 85% to all unitholders, pro rata, and 15% to the general partner, until each unitholder receives a total of $0.563 per unit for that quarter (the second target distribution);

third, 75% to all unitholders, pro rata, and 25% to the general partner, until each unitholder receives a total of $0.675 per unit for that quarter (the third target distribution); and

thereafter, 50% to all unitholders, pro rata, and 50% to the general partner.

In each case, the amount of the target distribution set forth above is exclusive of any distributions to common unitholders to eliminate any cumulative arrearages in payment of the minimum quarterly distribution. The preceding discussion is based on the assumptions that our general partner maintains its 2% general partner interest and that we do not issue additional classes of equity securities.

Percentage Allocations of Available Cash from Operating Surplus

The following table illustrates the percentage allocations of the additional available cash from operating surplus between the unitholders and our general partner up to the various target distribution levels. The amounts set forth under Marginal Percentage Interest in Distributions are the percentage interests of our general partner and the unitholders in any available cash from operating surplus we distribute up to and including the corresponding amount in the column Total Quarterly Distribution Target Amount, until available cash from operating surplus we distribute reaches the next target distribution level, if any. The percentage interests shown for the unitholders and the general partner for the minimum quarterly distribution are also applicable to quarterly distribution amounts that are less than the minimum quarterly distribution. The percentage interests set forth below for our general partner include its 2% general partner interest and assume our general partner has contributed any additional capital to maintain its 2% general partner interest and has not transferred its incentive distribution rights.

	Total Quarterly Distribution	Marginal Percentage Interest in Distributions	
	Target Amount	Unitholders	General Partner
Minimum Quarterly Distribution	$0.45	98%	2%
First Target Distribution	up to $0.495	98%	2%
Second Target Distribution	above $0.495 up to $0.563	85%	15%

Third Target Distribution	above $0.563 up to $0.675	75%	25%
Thereafter	above $0.675	50%	50%

Distributions from Capital Surplus

How Distributions from Capital Surplus Will Be Made. We will make distributions of available cash from capital surplus, if any, in the following manner:

first, 98% to all unitholders, pro rata, and 2% to the general partner, until we distribute for each common unit that was issued in this offering, an amount of available cash from capital surplus equal to the initial public offering price;

second, 98% to the common unitholders, pro rata, and 2% to the general partner, until we distribute for each common unit, an amount of available cash from capital surplus equal to any unpaid arrearages in payment of the minimum quarterly distribution on the common units; and

thereafter, we will make all distributions of available cash from capital surplus as if they were from operating surplus.

Effect of a Distribution from Capital Surplus. Our partnership agreement treats a distribution of capital surplus as the repayment of the initial unit price from the initial public offering, which is a return of capital. The initial public offering price less any distributions of capital surplus per unit is referred to as the unrecovered initial unit price. Each time a distribution of capital surplus is made, the minimum quarterly distribution and the target distribution levels will be reduced in the same proportion as the corresponding reduction in the unrecovered initial unit price. Because distributions of capital surplus will reduce the minimum quarterly distribution, after any of these distributions are made, it may be easier for the general partner to receive incentive distributions and for the subordinated units to convert into common units. However, any distribution of capital surplus before the unrecovered initial unit price is reduced to zero cannot be applied to the payment of the minimum quarterly distribution or any arrearages.

Once we distribute capital surplus on a unit issued in this offering in an amount equal to the initial unit price, our partnership agreement specifies that the minimum quarterly distribution and the target distribution levels will be reduced to zero. Our partnership agreement specifies that we then make all future distributions from operating surplus, with 50% being paid to the holders of units and 50% to the general partner. The percentage interests shown for our general partner include its 2% general partner interest and assume the general partner has not transferred the incentive distribution rights.

Adjustment to the Minimum Quarterly Distribution and Target Distribution Levels

In addition to adjusting the minimum quarterly distribution and target distribution levels to reflect a distribution of capital surplus, if we combine our units into fewer units or subdivide our units into a greater number of units, our partnership agreement specifies that the following items will be proportionately adjusted:

the minimum quarterly distribution;

target distribution levels;

the unrecovered initial unit price;

the number of common units issuable during the subordination period without a unitholder vote; and

the number of common units into which a subordinated unit is convertible.

For example, if a two-for-one split of the common units should occur, the minimum quarterly distribution, the target distribution levels and the unrecovered initial unit price would each be reduced to 50% of its initial level, the number of common units issuable during the subordination period without unitholder vote would double and each subordinated unit would be convertible into two common units. Our partnership agreement provides that we not make any adjustment by reason of the issuance of additional units for cash or property.

In addition, if legislation is enacted or if existing law is modified or interpreted by a governmental taxing authority, so that we become taxable as a corporation or otherwise subject to taxation as an entity for federal, state or local income tax purposes, our partnership agreement specifies that the minimum quarterly distribution and the target distribution levels for each quarter will be reduced by multiplying each distribution level by a fraction, the numerator of which is available cash for that quarter and the denominator of which is the sum of available cash for that quarter plus the general partner s estimate of our aggregate liability for the quarter for such income taxes payable by reason of such legislation or interpretation. To the extent that the actual tax liability differs from the estimated tax liability for any quarter, the difference will be accounted for in subsequent quarters.

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Distributions of Cash Upon Liquidation

General. If we dissolve in accordance with the partnership agreement, we will sell or otherwise dispose of our assets in a process called liquidation. We will first apply the proceeds of liquidation to the payment of our creditors. We will distribute any remaining proceeds to the unitholders and the general partner, in accordance with their capital account balances, as adjusted to reflect any gain or loss upon the sale or other disposition of our assets in liquidation.

The allocations of gain and loss upon liquidation are intended, to the extent possible, to entitle the holders of outstanding common units to a preference over the holders of outstanding subordinated units upon our liquidation, to the extent required to permit common unitholders to receive their unrecovered initial unit price plus the minimum quarterly distribution for the quarter during which liquidation occurs plus any unpaid arrearages in payment of the minimum quarterly distribution on the common units. However, there may not be sufficient gain upon our liquidation to enable the holders of common units to fully recover all of these amounts, even though there may be cash available for distribution to the holders of subordinated units. Any further net gain recognized upon liquidation will be allocated in a manner that takes into account the incentive distribution rights of the general partner.

Manner of Adjustments for Gain. The manner of the adjustment for gain is set forth in the partnership agreement. If our liquidation occurs before the end of the subordination period, we will allocate any gain to the partners in the following manner:

first, to the general partner and the holders of units who have negative balances in their capital accounts to the extent of and in proportion to those negative balances;

second, 98% to the common unitholders, pro rata, and 2% to the general partner, until the capital account for each common unit is equal to the sum of: (1) the unrecovered initial unit price; (2) the amount of the minimum quarterly distribution for the quarter during which our liquidation occurs; and (3) any unpaid arrearages in payment of the minimum quarterly distribution;

third, 98% to the subordinated unitholders, pro rata, and 2% to the general partner until the capital account for each subordinated unit is equal to the sum of: (1) the unrecovered initial unit price; and (2) the amount of the minimum quarterly distribution for the quarter during which our liquidation occurs;

fourth, 98% to all unitholders, pro rata, and 2% to the general partner, until we allocate under this paragraph an amount per unit equal to: (1) the sum of the excess of the first target distribution per unit over the minimum quarterly distribution per unit for each quarter of our existence; less (2) the cumulative amount per unit of any distributions of available cash from operating surplus in excess of the minimum quarterly distribution per unit that we distributed 98% to the unitholders, pro rata, and 2% to the general partner, for each quarter of our existence;

fifth, 85% to all unitholders, pro rata, and 15% to the general partner, until we allocate under this paragraph an amount per unit equal to: (1) the sum of the excess of the second target distribution per unit over the first target distribution per unit for each quarter of our existence; less (2) the cumulative amount per unit of any distributions of available cash from operating surplus in excess of the first target distribution per unit that we distributed 85% to the unitholders, pro rata, and 15% to the general partner for each quarter of our existence;

sixth, 75% to all unitholders, pro rata, and 25% to the general partner, until we allocate under this paragraph an amount per unit equal to: (1) the sum of the excess of the third target distribution per unit over the second target distribution per unit for each quarter of our existence; less (2) the cumulative amount per unit of any distributions of available cash from operating surplus in excess of the second target distribution per unit that we distributed 75% to the unitholders, pro rata, and 25% to the general partner for each quarter of our existence; and

thereafter, 50% to all unitholders, pro rata, and 50% to the general partner.

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The percentage interests set forth above for our general partner include its 2% general partner interest and assume the general partner has not transferred the incentive distribution rights.

If the liquidation occurs after the end of the subordination period, the distinction between common units and subordinated units will disappear, so that clause (3) of the second bullet point above and all of the third bullet point above will no longer be applicable.

Manner of Adjustments for Losses. If our liquidation occurs before the end of the subordination period, we will generally allocate any loss to the general partner and the unitholders in the following manner:

- first, 98% to holders of subordinated units in proportion to the positive balances in their capital accounts and 2% to the general partner, until the capital accounts of the subordinated unitholders have been reduced to zero;
- second, 98% to the holders of common units in proportion to the positive balances in their capital accounts and 2% to the general partner, until the capital accounts of the common unitholders have been reduced to zero; and
- thereafter, 100% to the general partner.

If the liquidation occurs after the end of the subordination period, the distinction between common units and subordinated units will disappear, so that all of the first bullet point above will no longer be applicable.

Adjustments to Capital Accounts. Our partnership agreement requires that we make adjustments to capital accounts upon the issuance of additional units. In this regard, our partnership agreement specifies that we allocate any unrealized and, for tax purposes, unrecognized gain or loss resulting from the adjustments to the unitholders and the general partner in the same manner as we allocate gain or loss upon liquidation. In the event that we make positive adjustments to the capital accounts upon the issuance of additional units, our partnership agreement requires that we allocate any later negative adjustments to the capital accounts resulting from the issuance of additional units or upon our liquidation in a manner which results, to the extent possible, in the general partner s capital account balances equaling the amount which they would have been if no earlier positive adjustments to the capital accounts had been made.

DESCRIPTION OF DEBT SECURITIES

General

The debt securities will be:

- our direct general obligations;
- either senior debt securities or subordinated debt securities; and
- issued under separate indentures among us and a trustee.

Calumet Specialty Products Partners, L.P. may issue debt securities in one or more series, and Calumet Finance Corp. may be a co-issuer of one or more series of debt securities. Calumet Finance Corp. was incorporated under the laws of the State of Delaware in August 2007, is wholly-owned by Calumet Specialty Products Partners, L.P., and has no material assets or liabilities other than as a co-issuer of debt securities. Its activities will be limited to co-issuing debt securities and engaging in other activities incidental thereto. When used in this section Description of Debt Securities, the terms we, us, our and issuers refer jointly to Calumet Specialty Products Partners, L.P. and Calumet Finance Corp., and the terms Calumet Specialty Products Partners, L.P. and Calumet Finance refer strictly to Calumet Specialty Products Partners, L.P. and Calumet Finance Corp., respectively.

If we offer senior debt securities, we will issue them under a senior indenture. If we issue subordinated debt securities, we will issue them under a subordinated indenture. The trustee under each indenture (the Trustee) will be named in the applicable prospectus supplement. A form of each indenture is filed as an exhibit to the registration statement of which this prospectus is a part. We have not restated either indenture in its entirety in this description. You should read the relevant indenture because it, and not this description, controls your rights as holders of the debt securities. Capitalized terms used in the summary have the meanings specified in the indentures.

Specific Terms of Each Series of Debt Securities in the Prospectus Supplement

A prospectus supplement and a supplemental indenture or authorizing resolutions relating to any series of debt securities being offered will include specific terms relating to the offering. These terms will include some or all of the following:

- whether Calumet Finance will be a co-issuer of the debt securities;
- the guarantors of the debt securities, if any;
- whether the debt securities are senior or subordinated debt securities;
- the title of the debt securities;
- the total principal amount of the debt securities;
- the assets, if any, that are pledged as security for the payment of the debt securities;
- whether we will issue the debt securities in individual certificates to each holder in registered form, or in the form of temporary or permanent global securities held by a depository on behalf of holders;
- the prices at which we will issue the debt securities;
- the portion of the principal amount that will be payable if the maturity of the debt securities is accelerated;
- the currency or currency unit in which the debt securities will be payable, if not U.S. dollars;
- the dates on which the principal of the debt securities will be payable;
- the interest rate that the debt securities will bear and the interest payment dates for the debt securities;
- any conversion or exchange provisions;
- any optional redemption provisions;
- any sinking fund or other provisions that would obligate us to repurchase or otherwise redeem the debt securities;
- any changes to or additional events of default or covenants; and
- any other terms of the debt securities.

We may offer and sell debt securities, including original issue discount debt securities, at a substantial discount below their principal amount. The prospectus supplement will describe special U.S. federal income tax and any other considerations applicable to those securities. In addition, the prospectus supplement may describe certain special

U.S. federal income tax or other considerations applicable to any debt securities that are denominated in a currency other than U.S. dollars.

Guarantees

If specified in the prospectus supplement respecting a series of debt securities, the subsidiaries of Calumet Specialty Products Partners, L.P. specified in the prospectus supplement will unconditionally guarantee to each holder and the Trustee, on a joint and several basis, the full and prompt payment of principal of, premium, if any, and interest on the debt securities of that series when and as the same become due and payable, whether at fixed maturity, upon redemption or repurchase, by declaration of acceleration or otherwise. If a series of debt securities is guaranteed, such series will be guaranteed by all subsidiaries. The prospectus supplement will describe any limitation on the maximum amount of any particular guarantee and the conditions under which guarantees may be released.

The guarantees will be general obligations of the guarantors. Guarantees of subordinated debt securities will be subordinated to the Senior Indebtedness of the guarantors on the same basis as the subordinated debt securities are subordinated to the Senior Indebtedness of Calumet Specialty Products Partners, L.P.

Consolidation, Merger or Asset Sale

Each indenture will, in general, allow us to consolidate or merge with or into another domestic entity. It will also allow each issuer to sell, lease, transfer or otherwise dispose of all or substantially all of its assets to another domestic entity. If this happens, the remaining or acquiring entity must assume all of the issuer s responsibilities and liabilities under the indenture including the payment of all amounts due on the debt securities and performance of the issuer s covenants in the indenture.

However, each indenture will impose certain requirements with respect to any consolidation or merger with or into an entity, or any sale, lease, transfer or other disposition of all or substantially all of an issuer s assets, including:

- the remaining or acquiring entity must be organized under the laws of the United States, any state or the District of Columbia; provided that Calumet Finance may not merge, amalgamate or consolidate with or into another entity other than a corporation satisfying such requirement for so long as Calumet Specialty Products Partners, L.P. is not a corporation;
- the remaining or acquiring entity must assume the issuer s obligations under the indenture; and
- immediately after giving effect to the transaction, no Default or Event of Default (as defined under Events of Default and Remedies below) may exist.

The remaining or acquiring entity will be substituted for the issuer in the indenture with the same effect as if it had been an original party to the indenture, and, except in the case of a lease of all or substantially all of its assets, the issuer will be relieved from any further obligations under the indenture.

No Protection in the Event of a Change of Control

Unless otherwise set forth in the prospectus supplement, the debt securities will not contain any provisions that protect the holders of the debt securities in the event of a change of control of us or in the event of a highly leveraged transaction, whether or not such transaction results in a change of control of us.

Modification of Indentures

We may supplement or amend an indenture if the holders of a majority in aggregate principal amount of the outstanding debt securities of all series issued under the indenture affected by the supplement or amendment consent to it. Further, the holders of a majority in aggregate principal amount of the outstanding debt securities of any series may waive past defaults under the indenture and compliance by us with our covenants with respect to the debt securities of that series only. Those holders may not, however, waive any default in any payment on any debt security of that series or compliance with a provision that cannot be supplemented or amended without the consent of each holder affected. Without the consent of each outstanding debt security affected, no modification of the indenture or waiver may:

- reduce the principal amount of debt securities whose holders must consent to an amendment, supplement or waiver;

reduce the principal of or change the fixed maturity of any debt security;

reduce or waive the premium payable upon redemption or alter or waive the provisions with respect to the redemption of the debt securities (except as may be permitted in the case of a particular series of debt securities);

reduce the rate of or change the time for payment of interest on any debt security;

waive a Default or an Event of Default in the payment of principal of or premium, if any, or interest on the debt securities (except a rescission of acceleration of the debt securities by the holders of at least a majority in aggregate principal amount of the debt securities and a waiver of the payment default that resulted from such acceleration);

except as otherwise permitted under the indenture, release any security that may have been granted with respect to the debt securities;

make any debt security payable in currency other than that stated in the debt securities;

in the case of any subordinated debt security, make any change in the subordination provisions that adversely affects the rights of any holder under those provisions;

make any change in the provisions of the indenture relating to waivers of past Defaults or the rights of holders of debt securities to receive payments of principal of or premium, if any, or interest on the debt securities;

waive a redemption payment with respect to any debt security (except as may be permitted in the case of a particular series of debt securities);

except as otherwise permitted in the indenture, release any guarantor from its obligations under its guarantee or the indenture or change any guarantee in any manner that would adversely affect the rights of holders; or

make any change in the preceding amendment, supplement and waiver provisions (except to increase any percentage set forth therein).

We may supplement or amend an indenture without the consent of any holders of the debt securities in certain circumstances, including:

to establish the form of terms of any series of debt securities;

to cure any ambiguity, defect or inconsistency;

to provide for uncertificated notes in addition to or in place of certified notes;

to provide for the assumption of an issuer s or guarantor s obligations to holders of debt securities in the case of a merger or consolidation or disposition of all or substantially all of such issuer s or guarantor s assets;

in the case of any subordinated debt security, to make any change in the subordination provisions that limits or terminates the benefits applicable to any holder of Senior Indebtedness of Calumet Specialty Products Partners, L.P.;

to add or release guarantors pursuant to the terms of the indenture;

to make any changes that would provide any additional rights or benefits to the holders of debt securities or that do not, taken as a whole, adversely affect the rights under the indenture of any holder of debt securities;

to comply with requirements of the SEC in order to effect or maintain the qualification of the Indenture under the Trust Indenture Act;

to evidence or provide for the acceptance of appointment under the indenture of a successor Trustee;

to add any additional Events of Default; or

to secure the debt securities and/or the guarantees.

Events of Default and Remedies

Event of Default, when used in an indenture, will mean any of the following with respect to the debt securities of any series:

- failure to pay when due the principal of or any premium on any debt security of that series;
- failure to pay, within 30 days of the due date, interest on any debt security of that series;
- failure to pay when due any sinking fund payment with respect to any debt securities of that series;
- failure on the part of the issuers to comply with the covenant described under Consolidation, Merger or Asset Sale ;
- failure to perform any other covenant in the indenture that continues for 60 days after written notice is given to the issuers;
- certain events of bankruptcy, insolvency or reorganization of an issuer; or
- any other Event of Default provided under the terms of the debt securities of that series.

An Event of Default for a particular series of debt securities will not necessarily constitute an Event of Default for any other series of debt securities issued under an indenture. The Trustee may withhold notice to the holders of debt securities of any default (except in the payment of principal, premium, if any, or interest) if it considers such withholding of notice to be in the best interests of the holders.

If an Event of Default described in the sixth bullet point above occurs, the entire principal of, premium, if any, and accrued interest on, all debt securities then outstanding will be due and payable immediately, without any declaration or other act on the part of the Trustee or any holders. If any other Event of Default for any series of debt securities occurs and continues, the Trustee or the holders of at least 25% in aggregate principal amount of the debt securities of the series may declare the entire principal of, and accrued interest on, all the debt securities of that series to be due and payable immediately. If this happens, subject to certain conditions, the holders of a majority in the aggregate principal amount of the debt securities of that series can rescind the declaration.

Other than its duties in case of a default, a Trustee is not obligated to exercise any of its rights or powers under either indenture at the request, order or direction of any holders, unless the holders offer the Trustee reasonable security or indemnity. If they provide this reasonable security or indemnification, the holders of a majority in aggregate principal amount of any series of debt securities may direct the time, method and place of conducting any proceeding or any remedy available to the Trustee, or exercising any power conferred upon the Trustee, for that series of debt securities.

No Limit on Amount of Debt Securities

Neither indenture will limit the amount of debt securities that we may issue, unless we indicate otherwise in a prospectus supplement. Each indenture will allow us to issue debt securities of any series up to the aggregate principal amount that we authorize.

Registration of Notes

We will issue debt securities of a series only in registered form, without coupons, unless otherwise indicated in the prospectus supplement.

Minimum Denominations

Unless the prospectus supplement states otherwise, the debt securities will be issued only in principal amounts of $1,000 each or integral multiples of $1,000.

No Personal Liability

None of the past, present or future partners, incorporators, managers, members, directors, officers, employees, unitholders or stockholders of either issuer, the general partner of Calumet Specialty Products Partners, L.P. or any guarantor will have any liability for the obligations of the issuers or any guarantors under either indenture or the debt securities or for any claim based on such obligations or their creation. Each holder of debt securities by accepting a debt security waives and releases all such liability. The waiver and release are part of the consideration for the issuance of the debt securities. The waiver may not be effective under federal securities laws, however, and it is the view of the SEC that such a waiver is against public policy.

Payment and Transfer

The Trustee will initially act as paying agent and registrar under each indenture. The issuers may change the paying agent or registrar without prior notice to the holders of debt securities, and the issuers or any of their subsidiaries may act as paying agent or registrar.

If a holder of debt securities has given wire transfer instructions to the issuers, the issuers will make all payments on the debt securities in accordance with those instructions. All other payments on the debt securities will be made at the corporate trust office of the Trustee, unless the issuers elect to make interest payments by check mailed to the holders at their addresses set forth in the debt security register.

The Trustee and any paying agent will repay to us upon request any funds held by them for payments on the debt securities that remain unclaimed for two years after the date upon which that payment has become due. After payment to us, holders entitled to the money must look to us for payment as general creditors.

Exchange, Registration and Transfer

Debt securities of any series will be exchangeable for other debt securities of the same series, the same total principal amount and the same terms but in different authorized denominations in accordance with the indenture.

Holders may present debt securities for exchange or registration of transfer at the office of the registrar. The registrar will effect the transfer or exchange when it is satisfied with the documents of title and identity of the person making the request. We will not charge a service charge for any registration of transfer or exchange of the debt securities. We may, however, require the payment of any tax or other governmental charge payable for that registration.

We will not be required:

- to issue, register the transfer of, or exchange debt securities of a series either during a period beginning 15 business days prior to the selection of debt securities of that series for redemption and ending on the close of business on the day of mailing of the relevant notice of redemption or repurchase, or between a record date and the next succeeding interest payment date; or

- to register the transfer of or exchange any debt security called for redemption or repurchase, except the unredeemed portion of any debt security we are redeeming or repurchasing in part.

Provisions Relating only to the Senior Debt Securities

The senior debt securities will rank equally in right of payment with all of our other unsubordinated debt. The senior debt securities will be effectively subordinated, however, to all of our secured debt to the extent of the value of the collateral for that debt. We will disclose the amount of our secured debt in the prospectus supplement.

Provisions Relating only to the Subordinated Debt Securities

Subordinated Debt Securities Subordinated to Senior Indebtedness

The subordinated debt securities will rank junior in right of payment to all of the Senior Indebtedness of Calumet Specialty Products Partners, L.P. Senior Indebtedness will be defined in a supplemental indenture or authorizing resolutions respecting any issuance of a series of subordinated debt securities, and the definition will be set forth in the prospectus supplement.

Payment Blockages

The subordinated indenture will provide that no payment of principal, interest and any premium on the subordinated debt securities may be made in the event:

- we or our property is involved in any voluntary or involuntary liquidation or bankruptcy;

- we fail to pay the principal, interest, any premium or any other amounts on any Senior Indebtedness of Calumet Specialty Products Partners, L.P. within any applicable grace period or the maturity of such Senior Indebtedness is accelerated following any other default, subject to certain limited exceptions set forth in the subordinated indenture; or

- any other default on any Senior Indebtedness of Calumet Specialty Products Partners, L.P. occurs that permits immediate acceleration of its maturity, in which case a payment blockage on the subordinated debt securities will be imposed for a maximum of 179 days at any one time.

No Limitation on Amount of Senior Debt

The subordinated indenture will not limit the amount of Senior Indebtedness that Calumet Specialty Products Partners, L.P. may incur, unless otherwise indicated in the prospectus supplement.

Book Entry, Delivery and Form

The debt securities of a particular series may be issued in whole or in part in the form of one or more global certificates that will be deposited with the Trustee as custodian for The Depository Trust Company, New York, New York (DTC) This means that we will not issue certificates to each holder. Instead, one or more global debt securities will be issued to DTC, who will keep a computerized record of its participants (for example, your broker) whose clients have purchased the debt securities. The participant will then keep a record of its clients who purchased the debt securities. Unless it is exchanged in whole or in part for a certificated debt security, a global debt security may not be transferred, except that DTC, its nominees and their successors may transfer a global debt security as a whole to one another.

Beneficial interests in global debt securities will be shown on, and transfers of global debt securities will be made only through, records maintained by DTC and its participants.

DTC has provided us the following information: DTC is a limited purpose trust company organized under the New York Banking Law, a banking organization within the meaning of the New York Banking Law, a member of the United States Federal Reserve System, a clearing corporation within the meaning of the New York Uniform

Commercial Code and a clearing agency registered under the provisions of Section 17A of the Exchange Act. DTC holds securities that its participants (Direct Participants) deposit with DTC. DTC also records the settlement among Direct Participants of securities transactions, such as transfers and pledges, in deposited securities through computerized records for Direct Participants accounts. This eliminates the need to exchange certificates. Direct Participants include securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations.

DTC s book- entry system is also used by other organizations such as securities brokers and dealers, banks, trust companies and clearing corporations that work through a Direct Participant. The rules that apply to DTC and its participants are on file with the SEC.

DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (DTCC). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries.

We will wire all payments on the global debt securities to DTC s nominee. We and the Trustee will treat DTC s nominee as the owner of the global debt securities for all purposes. Accordingly, we, the Trustee and any paying agent will have no direct responsibility or liability to pay amounts due on the global debt securities to owners of beneficial interests in the global debt securities.

It is DTC s current practice, upon receipt of any payment on the global debt securities, to credit Direct Participants accounts on the payment date according to their respective holdings of beneficial interests in the global debt securities as shown on DTC s records. In addition, it is DTC s current practice to assign any consenting or voting rights to Direct Participants whose accounts are credited with debt securities on a record date, by using an omnibus proxy. Payments by participants to owners of beneficial interests in the global debt securities, and voting by participants, will be governed by the customary practices between the participants and owners of beneficial interests, as is the case with debt securities held for the account of customers registered in street name. However, payments will be the responsibility of the participants and not of DTC, the Trustee or us.

Debt securities represented by a global debt security will be exchangeable for certificated debt securities with the same terms in authorized denominations only if:

- DTC notifies us that it is unwilling or unable to continue as depositary or if DTC ceases to be a clearing agency registered under applicable law and in either event a successor depositary is not appointed by us within 90 days; or

- an Event of Default occurs and DTC notifies the Trustee of its decision to exchange the global debt security for certificated debt securities.

Satisfaction and Discharge; Defeasance

Each indenture will be discharged and will cease to be of further effect as to all outstanding debt securities of any series issued thereunder, when:

(a) either:

(1) all outstanding debt securities of that series that have been authenticated (except lost, stolen or destroyed debt securities that have been replaced or paid and debt securities for whose payment money has theretofore been deposited in trust and thereafter repaid to us) have been delivered to the Trustee for cancellation; or

(2) all outstanding debt securities of that series that have not been delivered to the Trustee for cancellation have become due and payable by reason of the giving of a notice of redemption or otherwise or will become due and payable at their stated maturity within one year or are to be called for redemption within one year under arrangements satisfactory to the Trustee and in any case we have irrevocably deposited or caused to be irrevocably deposited with the Trustee as trust funds in trust cash in U.S. dollars, non-callable U.S. Government Obligations or a combination thereof, in such amounts as will be sufficient, without consideration of any reinvestment of interest, to pay and discharge the entire indebtedness of such debt securities not delivered to the Trustee for cancellation, for principal, premium, if any, and accrued interest to the date of such deposit (in the case of debt securities that have been due and payable) or the stated maturity or redemption date;

(b) we have paid or caused to be paid all other sums payable by us under the indenture; and

(c) we have delivered an officers certificate and an opinion of counsel to the Trustee stating that all conditions precedent to satisfaction and discharge have been satisfied.

The debt securities of a particular series will be subject to legal or covenant defeasance to the extent, and upon the terms and conditions, set forth in the prospectus supplement.

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Governing Law

Each indenture and all of the debt securities will be governed by the laws of the State of New York.

The Trustee

We will enter into the indentures with a Trustee that is qualified to act under the Trust Indenture Act of 1939, as amended, and with any other trustees chosen by us and appointed in a supplemental indenture for a particular series of debt securities. We may maintain a banking relationship in the ordinary course of business with our trustee and one or more of its affiliates.

Resignation or Removal of Trustee

If the Trustee has or acquires a conflicting interest within the meaning of the Trust Indenture Act, the Trustee must either eliminate its conflicting interest or resign, to the extent and in the manner provided by, and subject to the provisions of, the Trust Indenture Act and the applicable indenture. Any resignation will require the appointment of a successor trustee under the applicable indenture in accordance with the terms and conditions of such indenture.

The Trustee may resign or be removed by us with respect to one or more series of debt securities and a successor Trustee may be appointed to act with respect to any such series. The holders of a majority in aggregate principal amount of the debt securities of any series may remove the Trustee with respect to the debt securities of such series.

Limitations on Trustee if it is Our Creditor

Each indenture will contain certain limitations on the right of the Trustee, in the event that it becomes a creditor of an issuer or a guarantor, to obtain payment of claims in certain cases, or to realize on certain property received in respect of any such claim as security or otherwise.

Annual Trustee Report to Holders of Debt Securities

The Trustee is required to submit an annual report to the holders of the debt securities regarding, among other things, the Trustee s eligibility to serve as such, the priority of the Trustee s claims regarding certain advances made by it, and any action taken by the Trustee materially affecting the debt securities.

Certificates and Opinions to be Furnished to Trustee

Each indenture will provide that, in addition to other certificates or opinions that may be specifically required by other provisions of the indenture, every application by us for action by the Trustee shall be accompanied by a certificate of certain of our officers and an opinion of counsel (who may be our counsel) stating that, in the opinion of the signers, all conditions precedent to such action have been complied with by us.

MATERIAL U.S. FEDERAL INCOME TAX CONSEQUENCES

This section is a summary of the material U.S. federal income tax consequences that may be relevant to prospective unitholders. To the extent this section discusses U.S. federal income taxes, that discussion is based upon current provisions of the Internal Revenue Code of 1986, as amended (the Internal Revenue Code), existing and proposed Treasury regulations thereunder (the Treasury Regulations), and current administrative rulings and court decisions, all of which are subject to change. Changes in these authorities may cause the U.S. federal income tax consequences to a prospective unitholder to vary substantially from the consequences described below. Unless the context otherwise requires, references in this section to we or us are references to Calumet and our subsidiaries.

This section does not address all U.S. federal income tax matters that affect us or our unitholders. Furthermore, this section focuses on unitholders who are individual citizens or residents of the United States (as determined for U.S. federal income tax purposes), whose functional currency is the U.S. dollar and who hold units as a capital asset (generally, property that is held as an investment). This section has only limited applicability to corporations, partnerships (and entities treated as partnerships for U.S. federal income tax purposes), estates, trusts, non-resident aliens or other unitholders subject to specialized tax treatment, such as tax-exempt institutions, non-U.S. persons, individual retirement accounts, employee benefit plans, real estate investment trusts or mutual funds. ***Accordingly, we encourage each unitholder to consult, and depend on, such unitholder s own tax advisor in analyzing the U.S. federal, state, local and non-U.S. tax consequences particular to that unitholder resulting from their ownership or disposition of its units.***

We are relying on opinions and advice of Vinson & Elkins L.L.P. with respect to the matters described herein. An opinion of counsel represents only that counsel s best legal judgment and does not bind the Internal Revenue Service (the IRS) or the courts. Accordingly, the opinions and statements made herein may not be sustained by a court if contested by the IRS. Any contest by the IRS of the matters described herein may materially and adversely impact the market for our units and the prices at which such units trade. In addition, the costs of any contest with the IRS, including legal, accounting and related fees, will result in a reduction in cash available for distribution to our unitholders and our general partner and thus will be borne indirectly by our unitholders and our general partner. Furthermore, our tax treatment, or the tax treatment of an investment in us, may be significantly modified by future legislative or administrative changes or court decisions. Any modifications may or may not be retroactively applied.

All statements of law and legal conclusions, but not any statements of fact, contained in this section, except as described below or otherwise noted, are the opinion of Vinson & Elkins L.L.P. and are based on the accuracy of representations made by us to them for this purpose. For the reasons described below, Vinson & Elkins L.L.P. has not rendered an opinion with respect to the following specific U.S. federal income tax issues: (1) the treatment of a unitholder whose units are loaned to a short seller to cover a short sale of units (please read Tax Consequences of Unit Ownership Treatment of Short Sales); (2) whether our monthly convention for allocating taxable income and losses is permitted by existing Treasury Regulations (please read Disposition of Units Allocations Between Transferors and Transferees); and (3) whether our method for taking into account Section 743 adjustments is sustainable in certain cases (please read Tax Consequences of Unit Ownership Section 754 Election and Uniformity of Units).

Taxation of Calumet

Partnership Status. We expect to be treated as a partnership for U.S. federal income tax purposes and, therefore, generally will not be liable for U.S. federal income taxes. Instead, as described in detail below, each of our unitholders will be required to take into account its respective share of our items of income, gain, loss and deduction in computing its U.S. federal income tax liability as if the unitholder had earned such income directly, even if no cash distributions are made to the unitholder. Distributions by us to a unitholder generally do not give rise to income or gain taxable to a partner, unless the amount of cash distributed to the partners exceeds the partner s adjusted U.S. federal income tax basis in its partnership interest.

Section 7704 of the Internal Revenue Code provides that publicly traded partnerships will, as a general rule, be treated as corporations for U.S. federal income tax purposes. Under a Qualifying Income Exception however, if 90% or more of the partnership s gross income for every taxable year consists of qualifying income, the partnership may continue to be treated as a partnership for U.S. federal income tax purposes. Qualifying income includes income and gains derived from the refining, transportation, storage, processing and marketing of crude oil, natural gas and products thereof. Other types of qualifying income include interest (other than from a financial business), dividends, gains from the sale of real property and gains from the sale or other disposition of capital assets held for the production of income that constitutes qualifying income. We estimate that less than 4% of our current gross income is not qualifying income; however, this estimate could change from time to time.

Based upon factual representations made by us and our general partner regarding the composition of our income and the other representations set forth below, Vinson & Elkins L.L.P. is of the opinion that we will be classified as a partnership for federal income tax purposes for the current year. In rendering its opinion,

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Vinson & Elkins L.L.P. has relied on factual representations made by us and our general partner. The representations made by us and our general partner upon which Vinson & Elkins L.L.P. has relied include, without limitation:

(a) Neither we nor any of our partnership or limited liability company subsidiaries has elected to be treated as a corporation for U.S. federal income tax purposes;

(b) For each taxable year since the year of our initial public offering, more than 90% of our gross income has been income of a character that Vinson & Elkins L.L.P. has opined is qualifying income within the meaning of Section 7704(d) of the Internal Revenue Code; and

(c) Each hedging transaction that we treat as resulting in qualifying income has been appropriately identified as a hedging transaction pursuant to applicable Treasury Regulations, and has been associated with crude oil, natural gas, or products thereof that are held or to be held by us in activities that Vinson & Elkins L.L.P. has opined result in qualifying income.

We believe that these representations are true and expect that these representations will be true in the future.

If we fail to meet the Qualifying Income Exception, other than a failure that is determined by the IRS to be inadvertent and that is cured within a reasonable time after discovery (in which case the IRS may also require us to make adjustments with respect to our unitholders or pay other amounts), we will be treated as if we have transferred all of our assets, subject to liabilities, to a newly formed corporation, on the first day of the year in which we fail to meet the Qualifying Income Exception, in return for stock in that corporation and then distributed that stock to our unitholders in liquidation of their interests in us. This deemed contribution and liquidation should not result in the recognition of taxable income by our unitholders or us so long as we, at that time, do not have liabilities in excess of the tax basis of our assets. Thereafter, we would be treated as an association taxable as a corporation for U.S. federal income tax purposes.

If we were treated as an association taxable as a corporation for U.S. federal income tax purposes in any taxable year, either as a result of a failure to meet the Qualifying Income Exception or otherwise, our items of income, gain, loss and deduction would be taken into account by us in determining the amount of our liability for U.S. federal income tax, rather than being passed through to the unitholders. In addition, any distribution made to a unitholder would be treated as taxable dividend income to the extent of our current or accumulated earnings and profits, or, in the absence of earnings and profits, a nontaxable return of capital to the extent of the unitholder s tax basis in our units, or taxable capital gain, after the unitholder s tax basis in our units is reduced to zero. Accordingly, our taxation as a corporation would result in a material reduction in our cash distributions to unitholders and thus would likely result in a substantial reduction of the value of our units.

The remainder of this discussion assumes that we will be classified as a partnership for U.S. federal income tax purposes.

Tax Consequences of Unit Ownership

Limited Partner Status. Unitholders who are admitted as limited partners of Calumet, as well as unitholders whose units are held in street name or by a nominee and who have the right to direct the nominee in the exercise of all substantive rights attendant to the ownership of units, will be treated as tax partners of Calumet for U.S. federal income tax purposes. For a discussion related to the risks of losing partner status as a result of short sales, please read Tax Consequences of Unit Ownership Treatment of Short Sales. Unitholders who are not treated as partners in us as described above are urged to consult their own tax advisors with respect to the tax consequences applicable to them under the circumstances.

Flow-Through of Taxable Income. Subject to the discussion below under Entity-Level Collections of Unitholder Taxes with respect to payments we may be required to make on behalf of our unitholders, and aside from any taxes paid by our corporate operating subsidiary, we do not pay any U.S. federal income tax. For U.S. federal income tax purposes, each unitholder will be required to report on its income tax return its share of our income, gains, losses and deductions for our taxable year or years ending with or within its taxable year. Consequently, we may allocate income to a unitholder even if that unitholder has not received a cash distribution.

Treatment of Distributions. Distributions made by us to a unitholder generally will not be taxable to the unitholder for U.S. federal income tax purposes. Cash distributions made by us to a unitholder in an amount in excess of the unitholder s tax basis in its units, however, generally will result in the unitholder recognizing gain taxable in the manner described under Disposition of Units below.

Any reduction in a unitholder s share of our nonrecourse liabilities (or liabilities for which no partner bears the economic risk of loss) will be treated as a distribution by us of cash to that unitholder. A decrease in a unitholder s percentage interest in us because of our issuance of additional units will decrease the unitholder s share of our nonrecourse liabilities and thus will result in a corresponding deemed distribution of cash to the unitholder. For purposes of the foregoing, a unitholder s share of our nonrecourse liabilities generally will be based upon that unitholder s share of the unrealized appreciation (or depreciation) in our assets, to the extent thereof, with any additional amount allocated based on the unitholder s share of our profits. Please read Disposition of Units.

A non-pro rata distribution of money or property, including a non-pro rata distribution deemed to result from a decrease in a unitholder s share of our non-recourse liabilities, may result in ordinary income to a unitholder, regardless of that unitholder s tax basis in its units, if the distribution reduces the unitholder s share of our unrealized receivables, including depreciation recapture, and/or substantially appreciated inventory items, both as defined in Section 751 of the Internal Revenue Code, and collectively, Section 751 Assets. To that extent, a unitholder will be treated as having received its proportionate share of the Section 751 Assets and then having exchanged those assets with us in return for an allocable portion of the distribution made to such unitholder. This latter deemed exchange generally will result in the unitholder s realization of ordinary income. That income will equal the excess of (1) the non-pro rata portion of that distribution over (2) the unitholder s tax basis (generally zero) for the share of Section 751 Assets deemed relinquished in the exchange.

Basis of Units. A unitholder s U.S. federal income tax basis in its units initially will be the amount it paid for those units plus its share of our liabilities at the time of purchase. That basis generally will be (i) increased by the unitholder s share of our income and by any increases in such unitholder s share of our nonrecourse liabilities, and (ii) decreased, but not below zero, by distributions to it, by its share of our losses, by any decreases in its share of our nonrecourse liabilities and by its share of our expenditures that are not deductible in computing taxable income and are not required to be capitalized.

Limitations on Deductibility of Losses. The deduction by a unitholder of that unitholder s share of our losses will be limited to the lesser of (i) the tax basis such unitholder has in its units, and (ii) in the case of a unitholder who is an individual, estate, trust or corporation (if more than 50% of the corporation s stock is owned directly or indirectly by or for five or fewer individuals or a specific type of tax exempt organization) the amount for which the unitholder is considered to be at risk with respect to our activities. A unitholder subject to these limitations must recapture losses deducted in previous years to the extent that distributions cause the unitholder s at risk amount to be less than zero at the end of any taxable year. Losses disallowed to a unitholder or recaptured as a result of these limitations will carry forward and will be allowable as a deduction in a later year to the extent that the unitholder s tax basis or at risk amount, whichever is the limiting factor, is subsequently increased. Upon the taxable disposition of a unit, any gain recognized by a unitholder can be offset by losses that were previously suspended by the at risk limitation but may not be offset by losses suspended by the basis limitation. Any loss previously suspended by the at risk limitation in excess of that gain could no longer be used.

In general, a unitholder will be at risk to the extent of its U.S. federal income tax basis in its units, excluding any portion of that basis attributable to the unitholder s share of our liabilities, reduced by (1) any portion of that basis representing amounts otherwise protected against loss because of a guarantee, stop loss agreement or other similar arrangement and (2) any amount of money the unitholder borrows to acquire or hold its units, if the lender of those borrowed funds owns an interest in us, is related to another unitholder or can look only to the units for repayment. A unitholder s at risk amount will increase or decrease as the tax

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basis of the unitholder s units increases or decreases, other than as a result of increases or decreases in the unitholder s share of our liabilities.

In addition to the basis and at risk limitations on the deductibility of losses, passive activity loss limitations generally apply to limit the deductibility of losses incurred by individuals, estates, trusts and some closely held corporations and personal service corporations from passive activities, which are generally defined as trade or business activities in which the taxpayer does not materially participate. The passive loss limitations are applied separately with respect to each publicly-traded partnership. Consequently, any passive losses we generate will be available to offset only our passive income generated in the future and will not be available to offset income from other passive activities or investments, including its investments or a unitholder s investments in other publicly-traded partnerships, or a unitholder s salary or active business income. Passive losses that are not deductible because they exceed a unitholder s share of income we generate may be deducted in full when it disposes of its entire investment in us in a fully taxable transaction with an unrelated party. The passive activity loss rules are applied after other applicable limitations on deductions, including the at risk rules and the basis limitation.

Limitations on Interest Deductions. The deductibility of a non-corporate taxpayer s investment interest expense is generally limited to the amount of that taxpayer s net investment income. Investment interest expense includes:

- interest on indebtedness properly allocable to property held for investment;
- our interest expense attributed to portfolio income; and
- the portion of interest expense incurred to purchase or carry an interest in a passive activity to the extent attributable to portfolio income.

The computation of a unitholder s investment interest expense will take into account interest on any margin account borrowing or other loan incurred to purchase or carry a unit. Net investment income includes gross income from property held for investment and amounts treated as portfolio income under the passive loss rules, less deductible expenses, other than interest, directly connected with the production of investment income, but generally does not include gains attributable to the disposition of property held for investment or qualified dividend income. The IRS has indicated that net passive income earned by a publicly-traded partnership will be treated as investment income to its unitholders for purposes of the investment interest expense limitation. In addition, the unitholder s share of our portfolio income will be treated as investment income.

Entity-Level Collections of Unitholder Taxes. If we are required or elect under applicable law to pay any U.S. federal, state, local or non-U.S. tax on behalf of any unitholder or our general partner or any former unitholder, we are authorized to pay those taxes from our funds and treat the payment as a distribution of cash to the unitholder on whose behalf the payment was made. If the payment is made on behalf of a unitholder whose identity cannot be determined, we are authorized to treat the payment as a distribution to all current unitholders. We are authorized to amend our limited partnership agreement in the manner necessary to maintain uniformity of intrinsic tax characteristics of units and to adjust later distributions, so that after giving effect to these distributions, the priority and characterization of distributions otherwise applicable under our limited partnership agreement is maintained as nearly as is practicable. Payments by us as described above could give rise to an overpayment of tax on behalf of an individual unitholder in which event the unitholder may be entitled to claim a refund of the overpayment amount. Unitholders are urged to consult their tax advisors to determine the consequences to them of any tax payment we make on their behalf.

Allocation of Income, Gain, Loss and Deduction. In general, if we have a net profit, our items of income, gain, loss and deduction will be allocated among the general partner and our unitholders in accordance with their percentage interests in us. At any time that distributions are made to the common units and not to the subordinated units, or that incentive distributions are made to the general partner, gross income will be allocated to the recipients to the extent of such distributions. If we have a net loss, our items of income, gain, loss and deduction will be allocated first among the general partner and our unitholders in accordance with their percentage interests in us to the extent of their positive capital accounts and thereafter to our general partner.

Specified items of our income, gain, loss and deduction will be allocated under Section 704(c) of the Internal Revenue Code to account for (i) any difference between the U.S. federal income tax basis and fair market value of our assets at the time of an offering and (ii) any difference between the U.S. federal income tax basis and fair market value of any property contributed to us that exists at the time of such contribution, with any such difference referred to in this discussion as a Book-Tax Disparity. In addition, items of recapture income will be specially allocated to the extent possible to the unitholder who was allocated the deduction giving rise to that recapture income in order to minimize the recognition of ordinary income by other unitholders.

An allocation of items of our income, gain, loss or deduction, generally will be given effect for federal income tax purposes in determining a unitholder s share of an item of income, gain, loss or deduction only if the allocation has substantial economic effect as determined under Treasury Regulations promulgated under the Code. In any other case, a unitholder s share of an item will be determined on the basis of its interest in us, which will be determined by taking into account all the facts and circumstances, including:

its relative contributions to us;

the interests of all the partners in profits and losses;

the interest of all the partners in cash flow; and

the rights of all the partners to distributions of capital upon liquidation.

Vinson & Elkins L.L.P. is of the opinion that, with the exception of the issues described in Section 754 Election and Disposition of Units Allocations Between Transferors and Transferees, allocations under our amended and restated partnership agreement will be given effect for federal income tax purposes in determining a unitholder s share of an item of income, gain, loss or deduction.

Treatment of Short Sales. A unitholder whose units are loaned to a short seller to cover a short sale of units may be considered as having disposed of those units. If so, such unitholder would no longer be treated for tax purposes as a partner with respect to those units during the period of the loan and may recognize gain or loss from the disposition. As a result, during this period:

any of our income, gain, loss or deduction with respect to those units would not be reportable by the unitholder;

any cash distributions received by the unitholder as to those units would be fully taxable; and

all of these distributions may be subject to tax as ordinary income.

Vinson & Elkins L.L.P. has not rendered an opinion regarding the tax treatment of a unitholder whose units are loaned to a short seller to cover a short sale of our units. Unitholders desiring to assure their status as partners and avoid the risk of gain recognition from a loan to a short seller are urged to modify any applicable brokerage account agreements to prohibit their brokers from borrowing and lending their units. The IRS has announced that it is studying issues relating to the tax treatment of short sales of partnership interests. Please read Disposition of Units Recognition of Gain or Loss.

Alternative Minimum Tax. Each unitholder will be required to take into account the unitholder s distributive share of any items of our income, gain, loss or deduction for purposes of the U.S. federal alternative minimum tax. The current minimum tax rate for non-corporate taxpayers is 26% on the first $175,000 of alternative minimum taxable income in excess of the exemption amount and 28% on any additional alternative minimum taxable income. Prospective unitholders are urged to consult with their tax advisors with respect to the impact of an investment in our units on their liability for the alternative minimum tax.

Tax Rates. Under current law, the highest marginal U.S. federal income tax rate applicable to ordinary income of individuals is 35% and the highest marginal U.S. federal income tax rate applicable to long-term

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capital gains (generally, gains from the sale or exchange of certain investment assets held for more than one year) of individuals is 15%. However, absent new legislation extending the current rates, beginning January 1, 2011, the highest marginal U.S. federal income tax rate applicable to ordinary income and long-term capital gains of individuals will increase to 39.6% and 20%, respectively. These rates are subject to change by new legislation at any time.

The recently enacted Health Care and Education Reconciliation Act of 2010 and the Patient Protection and Affordable Care Act of 2010, is scheduled to impose a 3.8% Medicare tax on certain investment income earned by individuals, estates, and trusts for taxable years beginning after December 31, 2012. For these purposes, investment income generally includes a unitholder s allocable share of our income and gain realized by a unitholder from a sale of units. In the case of an individual, the tax will be imposed on the lesser of (i) the unitholder s net investment income from all investments, or (ii) the amount by which the unitholder s modified adjusted gross income exceeds $250,000 (if the unitholder is married and filing jointly or a surviving spouse) or $200,000 (if the unitholder is unmarried). In the case of an estate or trust, the tax will be imposed on the lesser of (i) undistributed net investment income, or (ii) the excess adjusted gross income over the dollar amount at which the highest income tax bracket applicable to an estate or trust begins.

Section 754 Election. We have made the election permitted by Section 754 of the Internal Revenue Code. This election generally permits us to adjust the U.S. federal income tax bases in our assets as to a specific unit purchase under Section 743(b) of the Internal Revenue Code to reflect its purchase price. The Section 743(b) adjustment separately applies to a purchaser of units from another unitholder based upon the values and bases of our assets at the time of the transfer to the transferee. The Section 743(b) adjustment does not apply to a person who purchases units directly from us. For purposes of this discussion, a unitholder s basis in our assets will be considered to have two components: (1) its share of the tax basis in our assets as to all unitholders (common basis) and (2) its Section 743(b) adjustment to that tax basis.

Under Treasury Regulations, a Section 743(b) adjustment attributable to property depreciable under Section 168 of the Internal Revenue Code, such as our refinery assets, may be amortizable over the remaining cost recovery period for such property, while a Section 743(b) adjustment attributable to properties subject to depreciation under Section 167 of the Internal Revenue Code, must be amortized straight-line or using the 150% declining balance method. As a result, if we owned any assets subject to depreciation under Section 167 of the Internal Revenue Code, the amortization rates could give rise to differences in the taxation of unitholders purchasing units from us and unitholders purchasing from other unitholders. Moreover, if we elect a method other than the remedial method with respect to a goodwill property, Treasury Regulation Section 1.197-2(g)(3) generally requires that the Section 743(b) adjustment attributable to an amortizable Section 197 intangible, which includes goodwill properties, should be treated as a newly-acquired asset placed in service in the month when the purchaser acquires the common unit. Under our amended and restated partnership agreement, we are authorized to take a position to preserve the uniformity of units even if that position is not consistent with these and any other Treasury Regulations. Please read Uniformity of Units. Consistent with this authority, we intend to treat properties depreciable under Section 167 in the same manner as properties depreciable under Section 168 for this purpose. Moreover, if we elect a method other than the remedial method with respect to a goodwill property, we will treat the Section 743(b) adjustment with respect to such goodwill as being non-amortizable. These positions are consistent with the methods employed by other publicly traded partnerships but are inconsistent with the existing Treasury Regulations and Vinson & Elkins L.L.P. has not opined on the validity of this approach.

The IRS may challenge our position with respect to depreciating or amortizing the Section 743(b) adjustment we take to preserve the uniformity of units. Because a unitholder s tax basis for its units is reduced by its share of our items of deduction or loss, any position we take that understates deductions will overstate a unitholder s basis in its units, and may cause the unitholder to understate gain or overstate loss on any sale of such units. Please read Disposition of Units Recognition of Gain or Loss. If a challenge to such treatment were sustained, the gain from the sale of units may be increased without the benefit of additional deductions.

A Section 754 election is advantageous if the transferee s tax basis in its units is higher than its share of the aggregate tax basis of our assets attributable to such units immediately prior to the transfer. In that case, as a result of the election, the transferee would have, among other items, a greater amount of depreciation deductions and its share of any gain or loss on a sale of our assets would be less. Conversely, a Section 754 election is disadvantageous if the transferee s tax basis in its units is lower than its share of the aggregate tax basis of our assets. Thus, the fair market value of units may be affected either favorably or unfavorably by the election. A tax bases adjustment is required regardless of whether a Section 754 election is made in the case of a transfer of an interest in us if we have a substantial built-in loss immediately after the transfer or if we distribute property and have a substantial tax basis reduction. Generally a built-in loss or a tax basis reduction is substantial if it exceeds $250,000.

The calculations involved in the Section 754 election are complex and will be made on the basis of assumptions as to the value of our assets and other matters. The IRS could seek to reallocate some or all of any Section 743(b) adjustment we allocated to our assets subject to depreciation to goodwill or nondepreciable assets. Goodwill, as an intangible asset, is generally nonamortizable or amortizable over a longer period of time or under a less accelerated method than our tangible assets. We cannot assure any unitholder that the determinations we make will not be successfully challenged by the IRS or that the resulting deductions will not be reduced or disallowed altogether. Should the IRS require a different tax basis adjustment to be made, and should, in our opinion, the expense of compliance exceed the benefit of the election, we may seek permission from the IRS to revoke our Section 754 election. If permission is granted, a subsequent purchaser of units may be allocated more income than it would have been allocated had the election not been revoked.

Tax Treatment of Operations

Accounting Method and Taxable Year. We will use the year ending December 31 as our taxable year and the accrual method of accounting for U.S. federal income tax purposes. Each unitholder will be required to include in income its share of our income, gain, loss and deduction for its taxable year ending within or with its taxable year. In addition, a unitholder who has a taxable year ending on a date other than December 31 and who disposes of all of its units following the close of our taxable year but before the close of its taxable year must include its share of our income, gain, loss and deduction in income for its taxable year, with the result that it will be required to include in income for its taxable year its share of more than one year of our income, gain, loss and deduction. Please read Disposition of Units Allocations Between Transferors and Transferees.

Tax Basis, Depreciation and Amortization. The tax basis of our assets will be used for purposes of computing depreciation and cost recovery deductions and, ultimately, gain or loss on the disposition of these assets. The federal income tax burden associated with the difference between the fair market value of our assets and their tax basis immediately prior to an offering will be borne by our partners holding interests in us prior to this offering. Please read Tax Consequences of Unit Ownership Allocation of Income, Gain, Loss and Deduction. We may not be entitled to any amortization deductions with respect to certain goodwill or other intangible properties conveyed to us or held by us at the time of any future offering. Please read Uniformity of Units.

If we dispose of depreciable property by sale, foreclosure or otherwise, all or a portion of any gain, determined by reference to the amount of depreciation previously deducted and the nature of the property, may be subject to the recapture rules and taxed as ordinary income rather than capital gain. Similarly, a unitholder who has taken cost recovery or depreciation deductions with respect to property we own will likely be required to recapture some or all of those deductions as ordinary income upon a sale of its interest in us. Please read Tax Consequences of Unit Ownership Allocation of Income, Gain, Loss and Deduction and Disposition of Units Recognition of Gain or Loss.

The costs we incurred in offering and selling our units (called syndication expenses) must be capitalized and cannot be deducted currently, ratably or upon our termination. While there are uncertainties regarding the classification of costs as organization expenses, which may be amortized by us, and as syndication expenses, which may not be amortized by us, the underwriting discounts and commissions we incur will be treated as syndication expenses.

Valuation and Tax Basis of Our Properties. The federal income tax consequences of the ownership and disposition of units will depend in part on our estimates of the relative fair market values and the initial U.S. federal income tax bases of our assets. Although we may from time to time consult with professional appraisers regarding valuation matters, we will make many of the relative fair market value estimates ourselves. These estimates and determinations of basis are subject to challenge and will not be binding on the IRS or the courts. If the estimates of fair market value or basis are later found to be incorrect, the character and amount of items of income, gain, loss or deduction previously reported by unitholders could change, and unitholders could be required to adjust their tax liability for prior years and incur interest and penalties with respect to those adjustments.

Disposition of Units

Recognition of Gain or Loss. A unitholder will be required to recognize gain or loss on a sale of units equal to the difference between the unitholder s amount realized and tax basis for the units sold. A unitholder s amount realized will equal the sum of the cash or the fair market value of other property it receives plus its share of our liabilities. Because the amount realized includes a unitholder s share of our liabilities, the gain recognized on the sale of units could result in a tax liability in excess of any cash received from the sale. For example, distributions from us in excess of cumulative net taxable income allocated to a unitholder results in a decrease in the unitholder s U.S. federal income tax basis in that unit will result in the unitholder recognizing taxable income upon the sale of its units for its original cost.

Except as noted below, gain or loss recognized by a unitholder on the sale or exchange of a unit held for more than one year generally will be taxable as long-term capital gain or loss. Long term capital gain generally is subject to be taxed at a maximum U.S. federal income tax rate of 15% through December 31, 2010 and 20% thereafter (absent new legislation extending or adjusting the current rate).

Gain or loss recognized on the disposition of units will be separately computed and taxed as ordinary income or loss under Section 751 of the Internal Revenue Code to the extent attributable to assets giving rise to depreciation recapture or other unrealized receivables or inventory items that we own. The term unrealized receivables includes potential recapture items, including depreciation recapture. Ordinary income attributable to unrealized receivables, inventory items and depreciation recapture may exceed net taxable gain realized on the sale of a unit and may be recognized even if there is a net taxable loss realized on the sale of a unit. Thus, a unitholder may recognize both ordinary income and a capital loss upon a sale of units. Net capital loss may offset capital gains and no more than $3,000 of ordinary income, in the case of individuals, and may only be used to offset capital gain in the case of corporations.

The IRS has ruled that a partner who acquires interests in a partnership in separate transactions must combine those interests and maintain a single adjusted tax basis for all those interests. Upon a sale or other disposition of less than all of those interests, a portion of that tax basis must be allocated to the interests sold using an equitable apportionment method, which generally means that the tax basis allocated to the interest sold equals an amount that bears the same relation to the partner s tax basis in its entire interest in the partnership as the value of the interest sold bears to the value of the partner s entire interest in the partnership. Treasury Regulations under Section 1223 of the Internal Revenue Code allow a selling unitholder who can identify units transferred with an ascertainable holding period to elect to use the actual holding period of the units transferred. Thus, according to the ruling discussed above, a unitholder will be unable to select high or low basis units to sell as would be the case with corporate stock, but, according to the Treasury Regulations, it may designate specific units sold for purposes of determining the holding period of units transferred. A unitholder electing to use the actual holding period of units transferred must consistently use that identification method for all subsequent sales or exchanges of our units. A unitholder considering the purchase of additional units or a sale of units purchased in separate transactions is urged to consult its tax advisor as to the possible consequences of this ruling and application of the Treasury Regulations.

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Specific provisions of the Internal Revenue Code affect the taxation of some financial products and securities, including partnership interests, by treating a taxpayer as having sold an appreciated partnership interest, one in which gain would be recognized if it were sold, assigned or terminated at its fair market value, if the taxpayer or related persons enter(s) into:

- a short sale;
- an offsetting notional principal contract; or
- a futures or forward contract with respect to the partnership interest or substantially identical property.

Moreover, if a taxpayer has previously entered into a short sale, an offsetting notional principal contract or a futures or forward contract with respect to the partnership interest, the taxpayer will be treated as having sold that position if the taxpayer or a related person then acquires the partnership interest or substantially identical property. The Secretary of the Treasury is also authorized to issue regulations that treat a taxpayer that enters into transactions or positions that have substantially the same effect as the preceding transactions as having constructively sold the financial position.

Allocations Between Transferors and Transferees. In general, our taxable income or loss will be determined annually, will be prorated on a monthly basis and will be subsequently apportioned among the unitholders in proportion to the number of units owned by each of them as of the opening of the applicable exchange on the first business day of the month (the Allocation Date). However, gain or loss realized on a sale or other disposition of our assets other than in the ordinary course of business will be allocated among the unitholders on the Allocation Date in the month in which that gain or loss is recognized. As a result, a unitholder transferring units may be allocated income, gain, loss and deduction realized after the date of transfer.

Although simplifying conventions are contemplated by the Internal Revenue Code and most publicly-traded partnerships use similar simplifying conventions, the use of this method may not be permitted under existing Treasury Regulations. Recently, however, the Department of the Treasury and the IRS issued proposed Treasury Regulations that provide a safe harbor pursuant to which a publicly-traded partnership may use a similar monthly simplifying convention to allocate tax items among transferor and transferee unitholders, although such tax items must be prorated on a daily basis. Nonetheless, the proposed regulations do not specifically authorize the use of the proration method we have adopted. Existing publicly-traded partnerships are entitled to rely on those proposed Treasury Regulations; however, they are not binding on the IRS and are subject to change until the final Treasury Regulations are issued. Accordingly, Vinson & Elkins L.L.P. is unable to opine on the validity of this method of allocating income and deductions between transferee and transferor unitholders. If this method is not allowed under the Treasury Regulations, or only applies to transfers of less than all of the unitholder s interest, our taxable income or losses might be reallocated among the unitholders. We are authorized to revise our method of allocation between transferee and transferor unitholders, as well as among unitholders whose interests vary during a taxable year, to conform to a method permitted under future Treasury Regulations.

A unitholder who disposes of units prior to the record date set for a cash distribution for that quarter will be allocated items of our income, gain, loss and deductions attributable to the month of disposition but will not be entitled to receive a cash distribution for that period.

Notification Requirements. A unitholder who sells any of its units is generally required to notify us in writing of that sale within 30 days after the sale (or, if earlier, January 15 of the year following the sale). A purchaser of units who purchases units from another unitholder is also generally required to notify us in writing of that purchase within 30 days after the purchase. Upon receiving such notifications, we are required to notify the IRS of that transaction and to furnish specified information to the transferor and transferee. Failure to notify us of a transfer of units may, in some cases, lead to the imposition of penalties. However, these reporting requirements do not apply to a sale by an individual who is a citizen of the United States and who effects the sale or exchange through a broker who will satisfy such requirements.

Constructive Termination. We will be considered to have terminated our tax partnership for U.S. federal income tax purposes upon the sale or exchange of interests in us that, in the aggregate, constitute 50% or more of the total interests in our capital and profits within a twelve-month period. For purposes of measuring whether the 50% has been met, multiple sales of the same unit are counted only once. A constructive termination results in the closing of our taxable year for all unitholders. In the case of a unitholder reporting on a taxable year other than a fiscal year ending December 31, the closing of our taxable year may result in more than twelve months of our taxable income or loss being includable in such unitholder s taxable income for the year of termination. A constructive termination occurring on a date other than December 31 will result in us filing two tax returns for one fiscal year and the cost of the preparation of these returns will be borne by all unitholders. However, pursuant to an IRS relief procedure for publicly traded partnerships that have publicly terminated, the IRS may allow, among other things, that we provide a single Schedule K-1 for the tax year in which a termination occurs. We would be required to make new tax elections after a termination, including a new election under Section 754 of the Internal Revenue Code, and a termination would result in a deferral of our deductions for depreciation. A termination could also result in penalties if we were unable to determine that the termination had occurred. Moreover, a termination might either accelerate the application of, or subject us to, any tax legislation enacted before the termination.

Uniformity of Units

Because we cannot match transferors and transferees of units and because of other reasons, we must maintain uniformity of the economic and tax characteristics of the units to a purchaser of these units. In the absence of uniformity, we may be unable to completely comply with a number of federal income tax requirements, both statutory and regulatory. A lack of uniformity could result from a literal application of Treasury Regulation Section 1.167(c)-1(a)(6), which is not anticipated to apply to a material portion of our assets, and Treasury Regulation Section 1.197-2(g)(3). Any non-uniformity could have a negative impact on the value of the units. Please read Tax Consequences of Unit Ownership Section 754 Election.

Our Limited partnership agreement permits our general partner to take positions in filing our tax returns that preserve the uniformity of our units even under circumstances like those described above. These positions may include reducing for some unitholders the depreciation, amortization or loss deductions to which they would otherwise be entitled or reporting a slower amortization of Section 743(b) adjustments for some unitholders than that to which they would otherwise be entitled. Vinson & Elkins L.L.P. is unable to opine as to validity of such filing positions. A unitholder s basis in units is reduced by its or her share of our deductions (whether or not such deductions were claimed on an individual income tax return) so that any position that we take that understates deductions will overstate the unitholder s basis in its units, and may cause the unitholder to understate gain or overstate loss on any sale of such units. Please read Disposition of Units Recognition of Gain or Loss above and Tax Consequences of Unit Ownership Section 754 Election above. The IRS may challenge one or more of any positions we take to preserve the uniformity of units. If such a challenge were sustained, the uniformity of units might be affected, and, under some circumstances, the gain from the sale of units might be increased without the benefit of additional deductions.

Tax-Exempt Organizations and Other Investors

Ownership of units by employee benefit plans, other tax-exempt organizations, non-resident aliens, non-U.S. corporations and other non-U.S. persons raises issues unique to those investors and, as described below, may have substantially adverse tax consequences to them. Prospective unitholders who are tax-exempt entities or non-U.S. persons should consult their tax advisor before investing in our units.

Employee benefit plans and most other organizations exempt from federal income tax, including individual retirement accounts and other retirement plans, are subject to federal income tax on unrelated business taxable income. Virtually all of our income allocated to a unitholder that is a tax-exempt organization will be unrelated business taxable income and will be taxable to them.

Non-resident aliens and foreign corporations, trusts or estates that own units will be considered to be engaged in business in the United States because of the ownership of units. As a consequence, they will be required to file federal tax returns to report their share of our income, gain, loss or deduction and pay federal income tax at regular rates on their share of our net income or gain. Moreover, under rules applicable to publicly traded partnerships, distributions to non-U.S. unitholders are subject to withholding at the highest applicable effective tax rate. Each non-U.S. unitholder must obtain a taxpayer identification number from the IRS and submit that number to our transfer agent on a Form W-8BEN or applicable substitute form in order to obtain credit for these withholding taxes. A change in applicable law may require us to change these procedures.

In addition, because a foreign corporation that owns units will be treated as engaged in a United States trade or business, that corporation may be subject to the United States branch profits tax at a rate of 30%, in addition to regular federal income tax, on its share of our income and gain, as adjusted for changes in the foreign corporation s U.S. net equity, which is effectively connected with the conduct of a United States trade or business. That tax may be reduced or eliminated by an income tax treaty between the United States and the country in which the foreign corporate unitholder is a qualified resident. In addition, this type of unitholder is subject to special information reporting requirements under Section 6038C of the Internal Revenue Code.

A foreign unitholder who sells or otherwise disposes of a unit will be subject to U.S. federal income tax on gain realized from the sale or disposition of that unit to the extent the gain is effectively connected with a U.S. trade or business of the foreign unitholder. Under a ruling published by the IRS, interpreting the scope of effectively connected income, a foreign unitholder would be considered to be engaged in a trade or business in the U.S. by virtue of the U.S. activities of the partnership, and part or all of that unitholder s gain would be effectively connected with that unitholder s indirect U.S. trade or business. Moreover, under the Foreign Investment in Real Property Tax Act, a foreign unitholder generally will be subject to U.S. federal income tax upon the sale or disposition of a unit if (i) it owned (directly or constructively applying certain attribution rules) more than 5% of our units at any time during the five-year period ending on the date of such disposition and (ii) 50% or more of the fair market value of all of our assets consisted of U.S. real property interests at any time during the shorter of the period during which such unitholder held the units or the 5-year period ending on the date of disposition. Currently, more than 50% of our assets consist of U.S. real property interests and we do not expect that to change in the foreseeable future. Therefore, foreign unitholders may be subject to federal income tax on gain from the sale or disposition of their units.

Administrative Matters

Information Returns and Audit Procedures. We intend to furnish to each unitholder, within 90 days after the close of each taxable year, specific tax information, including a Schedule K-1, which describes its share of our income, gain, loss and deduction for our preceding taxable year. In preparing this information, which will not be reviewed by counsel, we will take various accounting and reporting positions, some of which have been mentioned earlier, to determine each unitholder s share of income, gain, loss and deduction. We cannot assure our unitholders that those positions will yield a result that conforms to the requirements of the Internal Revenue Code, Treasury Regulations or administrative interpretations of the IRS. Neither we, nor Vinson & Elkins L.L.P. can assure prospective unitholders that the IRS will not successfully contend in court that those positions are impermissible. Any challenge by the IRS could negatively affect the value of the units.

The IRS may audit our federal income tax information returns. Adjustments resulting from an IRS audit may require each unitholder to adjust a prior year s tax liability, and possibly may result in an audit of its own return. Any audit of a unitholder s return could result in adjustments not related to our returns as well as those related to its returns.

Partnerships generally are treated as separate entities for purposes of U.S. federal income tax audits, judicial review of administrative adjustments by the IRS and tax settlement proceedings. The tax treatment of partnership items of income, gain, loss and deduction are determined in a partnership proceeding rather than in separate proceedings with the partners. The Internal Revenue Code requires that one partner be designated as the Tax Matters Partner for these purposes. Our partnership agreement designates our general partner as our Tax Matters Partner.

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The Tax Matters Partner will make some elections on our behalf and on behalf of unitholders. In addition, the Tax Matters Partner can extend the statute of limitations for assessment of tax deficiencies against unitholders for items in our returns. The Tax Matters Partner may bind a unitholder with less than a 1% profits interest in us to a settlement with the IRS unless that unitholder elects, by filing a statement with the IRS, not to give that authority to the Tax Matters Partner. The Tax Matters Partner may seek judicial review, by which all the unitholders are bound, of a final partnership administrative adjustment and, if the Tax Matters Partner fails to seek judicial review, judicial review may be sought by any unitholder having at least a 1% interest in profits or by any group of unitholders having in the aggregate at least a 5% interest in profits. However, only one action for judicial review will go forward, and each unitholder with an interest in the outcome may participate in that action.

A unitholder must file a statement with the IRS identifying the treatment of any item on its federal income tax return that is not consistent with the treatment of the item on our return. Intentional or negligent disregard of this consistency requirement may subject a unitholder to substantial penalties.

Nominee Reporting. Persons who hold an interest in us as a nominee for another person are required to furnish to us:

(1) the name, address and taxpayer identification number of the beneficial owner and the nominee;

(2) a statement regarding whether the beneficial owner is:

(a) a person that is not a U.S. person;

(b) a non-U.S. government, an international organization or any wholly owned agency or instrumentality of either of the foregoing; or

(c) a tax-exempt entity;

(3) the amount and description of units held, acquired or transferred for the beneficial owner; and

(4) specific information including the dates of acquisitions and transfers, means of acquisitions and transfers, and acquisition cost for purchases, as well as the amount of net proceeds from sales.

Brokers and financial institutions are required to furnish additional information, including whether they are U.S. persons and specific information on units they acquire, hold or transfer for their own account. A penalty of $50 per failure, up to a maximum of $100,000 per calendar year, is imposed by the Internal Revenue Code for failure to report that information to us. The nominee is required to supply the beneficial owner of the units with the information furnished to us.

Accuracy-Related Penalties. An additional tax equal to 20% of the amount of any portion of an underpayment of tax that is attributable to one or more specified causes, including negligence or disregard of rules or regulations, substantial understatements of income tax and substantial valuation misstatements, is imposed by the Internal Revenue Code. No penalty will be imposed, however, for any portion of an underpayment if it is shown that there was a reasonable cause for the underpayment of that portion and that the taxpayer acted in good faith regarding the underpayment of that portion.

For individuals, a substantial understatement of income tax in any taxable year exists if the amount of the understatement exceeds the greater of 10% of the tax required to be shown on the return for the taxable year or $5,000. The amount of any understatement subject to penalty generally is reduced if any portion is attributable to a position adopted on the return:

(1) for which there is, or was, substantial authority; or

(2) as to which there is a reasonable basis and the relevant facts of that position are disclosed on the return.

If any item of income, gain, loss or deduction included in the distributive shares of unitholders might result in that kind of an understatement of income for which no substantial authority exists, we must disclose the relevant facts on its return. In addition, we will make a reasonable effort to furnish sufficient information for unitholders to make adequate disclosure on their returns and to take other actions as may be appropriate to permit unitholders to avoid liability for this penalty. More stringent rules apply to tax shelters, which we do not believe includes us, or any of our investments, plans or arrangements.

A substantial valuation misstatement exists if (a) the value of any property, or the tax basis of any property, claimed on a tax return is 150% or more of the amount determined to be the correct amount of the valuation or tax basis, (b) the price for any property or services (or for the use of property) claimed on any such return with respect to any transaction between persons described in Internal Revenue Code Section 482 is 200% or more (or 50% or less) of the amount determined under Section 482 to be the correct amount of such price, or (c) the net Internal Revenue Code Section 482 transfer price adjustment for the taxable year exceeds the lesser of $5 million or 10% of the taxpayer s gross receipts. No penalty is imposed unless the portion of the underpayment attributable to a substantial valuation misstatement exceeds $5,000 ($10,000 for a corporation other than an S Corporation or a personal holding company). The penalty is increased to 40% in the event of a gross valuation misstatement. We do not anticipate making any valuation misstatements.

Reportable Transactions. If we were to engage in a reportable transaction, we (and possibly our unitholders and others) would be required to make a detailed disclosure of the transaction to the IRS. A transaction may be a reportable transaction based upon any of several factors, including the fact that it is a type of tax avoidance transaction publicly identified by the IRS as a listed transaction or that it produces certain kinds of losses for partnerships, individuals, S corporations, and trusts in excess of $2 million in any single tax year, or $4 million in any combination of six successive tax years. Our participation in a reportable transaction could increase the likelihood that our federal income tax information return (and possibly our unitholders tax return) would be audited by the IRS. Please read Administrative Matters Information Returns and Audit Procedures.

Moreover, if we were to participate in a reportable transaction with a significant purpose to avoid or evade tax, or in any listed transaction, our unitholders may be subject to the following provisions of the American Jobs Creation Act of 2004:

- accuracy-related penalties with a broader scope, significantly narrower exceptions, and potentially greater amounts than described above at Accuracy-Related Penalties;

- for those persons otherwise entitled to deduct interest on federal tax deficiencies, nondeductibility of interest on any resulting tax liability; and

- in the case of a listed transaction, an extended statute of limitations.

We do not expect to engage in any reportable transactions.

State, Local and Other Tax Considerations

In addition to U.S. federal income taxes, unitholders will be subject to other taxes, including state and local income taxes, unincorporated business taxes, and estate, inheritance or intangibles taxes that may be imposed by the various jurisdictions in which we conduct business or owns property or in which the unitholder is a resident. We currently conduct business or own property in several states, most of which impose personal income taxes on individuals. Most of these states also impose an income tax on corporations and other entities. Moreover, we may also own property or do business in other states in the future that impose income or similar taxes on nonresident individuals. Although an analysis of those various taxes is not presented here, each prospective unitholder should consider their potential impact on its investment in us. A unitholder may be required to file state income tax returns and to pay state income taxes in any state in which we do business or own property, and such unitholder may be subject to penalties for failure to comply with those requirements. In some states, tax losses may not produce a tax benefit in the year incurred and also may not be available to offset income in subsequent taxable years. Some of the states may require us, or we may elect, to withhold a percentage of income from amounts to be distributed to a unitholder who is not a resident of the state. Withholding, the amount of which may be greater or less than a particular unitholder s income tax liability to the state, generally does not relieve a nonresident unitholder from the obligation to file an income tax return. Amounts withheld may be treated as if distributed to unitholders for purposes of determining the amounts

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distributed by us. Please read Tax Consequences of Unit Ownership Entity-Level Collections of Unitholder Taxes. Based on current law and our estimate of our future operations, we anticipate that any amounts required to be withheld will not be material.

It is the responsibility of each unitholder to investigate the legal and tax consequences, under the laws of pertinent states and localities, of its investment in us. Vinson & Elkins L.L.P. has not rendered an opinion on the state, local, or non-U.S. tax consequences of an investment in us. We strongly recommend that each prospective unitholder consult, and depend on, its own tax counsel or other advisor with regard to those matters. It is the responsibility of each unitholder to file all tax returns that may be required of it.

TAX CONSEQUENCES OF OWNERSHIP OF DEBT SECURITIES

A description of the material federal income tax consequences of the acquisition, ownership and disposition of debt securities will be set forth on the prospectus supplement relating to the offering of debt securities.

INVESTMENT IN CALUMET SPECIALTY PARTNERS, L.P. BY EMPLOYEE BENEFIT PLANS

The following is a summary of certain considerations associated with the purchase of our common units or debt securities by employee benefit plans that are subject to Title I of the Employee Retirement Income Security Act of 1974, as amended (ERISA), individual retirement accounts and other plans and arrangements that are subject to Section 4975 of the Internal Revenue Code of 1986, as amended, or any successor thereto (the Code) or provisions under any federal, state, local, non-U.S. or other laws or regulations that are similar to such provisions of ERISA or the Code (collectively, Similar Laws), and entities whose underlying assets are considered to include plan assets of any such plan, account or arrangement (each, a Plan).

This summary is based on the provisions of ERISA and the Code (and related regulations and administrative and judicial interpretations) as of the date of this prospectus. This summary does not purport to be complete and future legislation, court decisions, administrative regulations, rulings or administrative pronouncements could significantly modify the requirements summarized below. Any of these changes may be retroactive and may thereby apply to transactions entered into prior to the date of their enactment or release.

General Fiduciary Matters

ERISA imposes certain duties on persons who are fiduciaries of a Plan subject to Title I of ERISA or of a Plan subject to Section 4975 of the Code (each, a Benefit Plan) and both ERISA and the Code prohibit certain transactions involving the assets of a Benefit Plan and its fiduciaries or other interested parties. Under ERISA and the Code, any person who exercises any discretionary authority or control over the administration of such a Benefit Plan or the management or disposition of the assets of such a Benefit Plan, or who renders investment advice for a fee or other compensation to such a Benefit Plan, is generally considered to be a fiduciary of the Benefit Plan.

In considering an investment of a portion of the assets of any Plan in our common units or debt securities, a fiduciary should consult with its counsel in order to determine whether the investment is in accordance with the documents and instruments governing the Plan and the applicable provisions of ERISA, the Code or any Similar Law. In addition, a fiduciary of a Plan should consult with its counsel in order to determine if the investment satisfies the fiduciary s duties to the Plan including, without limitation, the prudence, diversification, delegation of control and prohibited transaction provisions of ERISA, the Code and any other applicable Similar Laws.

Prohibited Transaction Issues

Section 406 of ERISA and Section 4975 of the Code prohibit Benefit Plans from engaging in specified transactions involving plan assets with persons or entities who are parties in interest, within the meaning of ERISA, or disqualified persons, within the meaning of Section 4975 of the Code, unless an exemption is available. A party in interest or disqualified person who engaged in a nonexempt prohibited transaction may be subject to excise taxes and other penalties and liabilities under ERISA and the Code. In addition, the fiduciary of the Benefit Plan that engaged in such a nonexempt prohibited transaction may be subject to penalties and liabilities under ERISA and the Code. The acquisition and/or holding of our common units or debt securities by a Benefit Plan with respect to which we, a guarantor of our debt securities, an underwriter of our common units or an initial purchaser of our debt securities, each as applicable, are considered a party in interest or disqualified person may constitute or result in a direct or indirect prohibited transaction under Section 406 of ERISA and/or Section 4975 of the Code, unless the investment is acquired and is held in accordance with an applicable statutory, class or individual prohibited transaction exemption.

Because of the foregoing, our common units and debt securities should not be purchased or held by any person investing plan assets of any Plan, unless such purchase and holding (and the exchange of notes for exchange notes) are entitled to exemption relief from the prohibited transaction provisions of ERISA and the Code and are otherwise permissible under all applicable Similar Laws.

Representation

Accordingly, by acceptance of our common units or debt securities, or any interest therein, each purchaser and subsequent transferee will be deemed to have represented and warranted that either (i) no portion of the assets used by such purchaser or transferee to acquire or hold our common units or debt securities constitutes assets of any Plan or (ii) the acquisition and holding of our common units or debt securities by such purchaser or transferee are entitled to exemptive relief from the prohibited transaction provisions of Section 406 of ERISA and Section 4975 of the Code and are otherwise permissible under all applicable Similar Laws.

The foregoing discussion is general in nature and is not intended to be all-inclusive. Due to the complexity of these rules and the penalties that may be imposed upon persons involved in non-exempt prohibited transactions, it is particularly important that fiduciaries or other persons considering acquiring and holding our common units or debt securities on behalf of, or with the assets of, any Plan, consult with their counsel regarding the potential applicability of ERISA, Section 4975 of the Code and any Similar Laws to such investments and whether an exemption would be applicable to the purchase and holding of our common units or debt securities.

This foregoing discussion was written in connection with the registration of our common units and debt securities, and it cannot be used by any person for the purpose of avoiding penalties that may be asserted against the person under the Code. Prospective purchasers of our common units or debt securities should consult their own tax advisors with respect to the application of the U.S. federal income tax laws to their particular situations.

PLAN OF DISTRIBUTION

We may sell securities described in this prospectus and any accompanying prospectus supplement in and outside the United States (1) through underwriters, brokers or dealers; (2) directly to purchasers, including our affiliates and unitholders; (3) through agents, (4) at prevailing market prices by us directly or through a designated agent, including sales made directly or through the facilities of The Nasdaq Global Market or any other securities exchange or quotation or trading service on which such securities may be listed, quoted or traded at the time of sale or (5) through a combination of any of these methods.

We will prepare a prospectus supplement for each offering that will disclose the terms of the offering, including the name or names of any underwriters, dealers or agents, the purchase price of the securities and the proceeds to us from the sale, any underwriting discounts and other items constituting compensation to underwriters, dealers or agents.

We will fix a price or prices of our securities at:

- market prices prevailing at the time of any sale under this registration statement;
- prices related to market prices; or

negotiated prices.

We may change the price of the securities offered from time to time.

If we use underwriters or dealers in the sale, they will acquire the securities for their own account and they may resell these securities from time to time in one or more transactions, including negotiated transactions, at a fixed public offering price or at varying prices determined at the time of sale. The securities may be offered to the public either through underwriting syndicates represented by one or more managing underwriters or directly by one or more of such firms. Unless otherwise disclosed in the prospectus supplement, the obligations of the underwriters to purchase securities will be subject to certain conditions precedent, and the underwriters will be obligated to purchase all of the securities offered by the prospectus supplement if any are purchased. Any initial public offering price and any discounts or concessions allowed or reallowed or paid to dealers may be changed from time to time.

If a prospectus supplement so indicates, the underwriters may, pursuant to Regulation M under the Exchange Act, engage in transactions, including stabilization bids or the imposition of penalty bids, that may have the effect of stabilizing or maintaining the market price of the securities at a level above that which might otherwise prevail in the open market.

We may sell the securities directly or through agents designated by us from time to time. We will name any agent involved in the offering and sale of the securities for which this prospectus is delivered, and disclose any commissions payable by us to the agent or the method by which the commissions can be determined, in the prospectus supplement. Unless otherwise indicated in the prospectus supplement, any agent will be acting on a best efforts basis for the period of its appointment.

We may agree to indemnify underwriters, dealers and agents who participate in the distribution of securities against certain liabilities to which they may become subject in connection with the sale of the securities, including liabilities arising under the Securities Act.

Certain of the underwriters and their affiliates may be customers of, may engage in transactions with and may perform services for us or our affiliates in the ordinary course of business.

A prospectus and accompanying prospectus supplement in electronic form may be made available on the web sites maintained by the underwriters. The underwriters may agree to allocate a number of securities for sale to their online brokerage account holders. Such allocations of securities for internet distributions will be made on the same basis as other allocations. In addition, securities may be sold by the underwriters to securities dealers who resell securities to online brokerage account holders.

LEGAL MATTERS

Vinson & Elkins L.L.P. will pass upon the validity of the securities offered in this registration statement. Vinson & Elkins L.L.P. will also render an opinion on the material federal income tax consequences regarding the securities. The validity of certain guarantees with respect to the debt securities offered by this prospectus will be passed upon for us by Barnes & Thornburg LLP. If certain legal matters in connection with an offering of the securities made by this prospectus and a related prospectus supplement are passed on by counsel for the underwriters of such offering, that counsel will be named in the applicable prospectus supplement related to that offering.

EXPERTS

Ernst & Young LLP, an independent registered public accounting firm, has audited the consolidated financial statements of Calumet Specialty Products Partners, L.P. and the consolidated balance sheet of Calumet GP, LLC included in our Annual Report on Form 10-K for the year ended December 31, 2009, and the effectiveness of Calumet Specialty Products Partners, L.P. s internal control over financial reporting as of December 31, 2009, as set forth in their reports, which are incorporated by reference in this prospectus and elsewhere in this registration statement. Our consolidated financial statements and our management s assessment of the effectiveness of internal control over financial reporting as of December 31, 2009 are incorporated by reference in reliance on Ernst & Young LLP s reports, given on their authority as experts in accounting and auditing.

Calumet Specialty Products Partners, L.P.

11,000,000 Common Units

Representing Limited Partner Interests

Prospectus Supplement
September 8, 2011

Joint Book-Running Managers

Barclays Capital
BofA Merrill Lynch
Deutsche Bank Securities
J.P. Morgan

Senior Co-Managers

Credit Suisse
RBC Capital Markets

Co-Manager

Oppenheimer & Co.