

PROSPECTUS SUPPLEMENT
(To Prospectus dated May 13, 1991)

\$300,000,000

ANR Pipeline Company

9⁵/₈% Debentures due November 1, 2021

Interest Payable May 1 and November 1

The Debentures are not redeemable prior to maturity and have no sinking fund provisions. The Debentures will be senior unsecured obligations of the Company.

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS SUPPLEMENT OR THE PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

	Price to Public(1)	Underwriting Discounts and Commissions(2)	Proceeds to Company(1)(3)
Per Debenture	99.434%	0.875%	98.559%
Total	\$298,302,000	\$2,625,000	\$295,677,000

- (1) Plus accrued interest, if any, from November 4, 1991 to date of delivery.
- (2) The Company has agreed to indemnify the Underwriters against certain liabilities, including liabilities under the Securities Act of 1933, as amended. See "Underwriting."
- (3) Before deducting expenses of the Company estimated at \$230,000.

The Debentures offered by this Prospectus Supplement are being offered by the Underwriters subject to prior sale, to withdrawal, cancellation or modification of the offer without notice, to delivery to and acceptance by the Underwriters and to certain further conditions. It is expected that delivery of the Debentures will be made at the offices of Shearson Lehman Brothers Inc., New York, New York, on or about November 4, 1991.

LEHMAN BROTHERS

MERRILL LYNCH & CO.

PAINWEBBER INCORPORATED

October 24, 1991

OTHER DEVELOPMENTS

The management of ANR Pipeline Company ("ANR Pipeline" or the "Company") intends to recommend, and it is anticipated that its Board of Directors will declare in the near future, a cash dividend payable to the Company's sole common stockholder, American Natural Resources Company ("ANR"), in an amount up to \$320 million. The funds to pay such dividend will be provided from the repayment by ANR to the Company on an inter-company loan of an amount equal to the amount of such cash dividend.

In October 1991, United Gas Pipe Line Company ("United") and the Company entered into a letter of intent relating to the sale by United to the Company, subject to regulatory approval, of an undivided interest in certain pipeline facilities of United and facilities to be constructed by Gateway Pipeline Company ("Gateway"), a United subsidiary. ANR Pipeline will have the capacity to transport 150 million cubic feet per day of natural gas from Gateway and other supply sources to United's North-South 30 inch line in Louisiana.

The following information is provided to supplement "Other Developments" on page 4 of the accompanying Prospectus:

Empire State Pipeline ("Empire") has received requisite approvals for construction and operations from the State of New York and the Federal Energy Regulatory Commission (the "FERC"). However, a panel of the National Energy Board of Canada ("NEB") failed to give initial approval for the construction of a 12 mile connecting pipeline by TransCanada PipeLines Limited ("TransCanada"). Empire and TransCanada have requested that the panel's decision be reconsidered by the full NEB. The Empire pipeline will not be placed in service until such matter is resolved.

On October 21, 1991, the Company, together with four other natural gas pipeline companies, announced that it was withdrawing from the Mobile Bay project due to unacceptable risk conditions imposed by the FERC in its order authorizing the project.

Regulatory Proceedings

On July 31, 1991, the FERC issued a certificate to the Company authorizing it to implement transportation, storage and market based sales services, including a gas inventory charge to compensate the Company for the cost of standing ready to serve its sales customers. The certificate, however, is contingent on a series of rate, service and access conditions. Additionally, the new services are subject to any final rule resulting from the Notice of Proposed Rulemaking discussed below. The Company has asked the FERC to clarify and modify certain aspects of the certificate. At this time, the Company is unable to make a determination of the outcome of such request and is studying what further actions may be appropriate.

On July 31, 1991, the FERC issued for public comment a Notice of Proposed Rulemaking regarding pipeline service obligations and revisions to regulations governing self-implementing transportation. The FERC proposes to adopt regulations which would (1) grant pipelines authority for gas sales at market prices, (2) modify existing pre-granted abandonment authority, (3) provide that all self-implementing transportation services must be comparable in quality whether the gas is purchased from the pipeline or elsewhere, (4) require pipelines to (a) allow firm shippers access to that pipeline's capacity on upstream pipelines and (b) institute a voluntary capacity reallocation program for the permanent and temporary release of firm capacity, (5) mandate a uniform rate design for all pipelines, and (6) implement the above regulations via individual filings commencing in late 1992 required by each pipeline after negotiations with the pipeline's customers and other interested parties. The Company is unable to predict at this time whether, or in what form, a final rule will be adopted or what, if any, impact it will have on the Company.

RATIO OF EARNINGS TO FIXED CHARGES

The following table sets forth the ratio of the Company's earnings to fixed charges, on a consolidated basis, for the periods indicated:

	Year Ended December 31,					Six Months Ended June 30,	
	1986	1987	1988	1989	1990	1990	1991
Ratio	5.16x	5.16x	4.34x	3.91x	3.88x	4.17x	4.01x

For purposes of calculating the ratio of earnings to fixed charges, "earnings" are computed by adding to net earnings from continuing operations the provision for income taxes and fixed charges net of interest capitalized. "Fixed charges" consist of interest plus interest capitalized and a portion of operating lease rent expense deemed to be representative of interest.

USE OF PROCEEDS

The net proceeds of approximately \$295.4 million from the sale of the Debentures will be used in part to repay approximately \$212.5 million of long-term indebtedness of the Company with a weighted average interest rate of 8.94% and approximately \$26.0 million of current maturities of other long-term indebtedness of the Company having a weighted average interest rate of 10.8%. The balance of the net proceeds will be used for capital expenditures and other general corporate purposes. Pending such uses, such proceeds will be temporarily loaned to affiliates. Each such loan will be evidenced by a promissory note payable upon demand which will bear interest at the London interbank offered rate for one-month borrowings plus one-half of one percent per annum.

DESCRIPTION OF DEBENTURES

The Debentures offered hereby by the Company are to be issued under an Indenture dated as of May 13, 1991, which is more fully described in the accompanying Prospectus under "Description of Debt Securities".

Each Debenture will mature on November 1, 2021. The Debentures will bear interest from the date of initial issuance at the rate of 9⁵/₈% per annum, payable semi-annually on each May 1 and November 1, commencing May 1, 1992, to holders of record as of the fifteenth day of the month preceding the month in which such interest payment occurs.

UNDERWRITING

The names of the Underwriters of the Debentures, and the principal amount thereof which each has severally agreed to purchase from the Company, subject to the terms and conditions of the Underwriting Agreement dated October 24, 1991, and the related Terms Agreement referred to therein, are as follows:

Shearson Lehman Brothers Inc.	\$ 94,000,000
Merrill Lynch, Pierce, Fenner & Smith Incorporated	94,000,000
PaineWebber Incorporated	94,000,000
Chase Securities, Inc.	9,000,000
Citicorp Securities Markets, Inc.	9,000,000
	<u>\$300,000,000</u>

The Underwriting Agreement provides that the obligations of the Underwriters thereunder are subject to approval of certain legal matters by counsel and to various other conditions. The nature of the Underwriters' obligations are such that the Underwriters are committed to purchase all of the Debentures if any are purchased.

The Underwriters propose to offer the Debentures directly to the public at the public offering price set forth on the cover page of this Prospectus Supplement and to certain dealers at such price less a concession not in excess of .50% of principal amount of the Debentures. The Underwriters may allow and such dealers may reallow a concession not in excess of .25% of principal amount of the Debentures to certain other dealers. After the initial offering, the offering price and other selling terms may be changed.

The Company has agreed to indemnify the Underwriters against certain liabilities, including liabilities under the Securities Act of 1933, or to contribute to payments that the Underwriters may be required to make in respect thereof.

PROSPECTUS

ANR Pipeline Company

Debt Securities

ANR Pipeline Company ("ANR Pipeline" or the "Company") intends to issue from time to time its senior unsecured debt securities (the "Debt Securities") at an aggregate initial offering price not to exceed \$300,000,000 (or, if the principal of the Debt Securities is payable in a foreign currency, the equivalent thereof at the time of offering), which will be offered on terms to be determined at the time of sale. The accompanying Prospectus Supplement (the "Prospectus Supplement") sets forth the specific terms of the Series of Debt Securities (the "Series") in respect of which this Prospectus is being delivered, including the designation of the Debt Securities, the aggregate principal amount offered, the rate or rates of interest or the provisions for determining such rate or rates and the time of payment thereof, maturity, currency of payment, offering price, terms relating to redemption (whether mandatory, at the option of the Company or the holder) and information as to listing on any securities exchange.

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

The Debt Securities may be sold directly by the Company, through agents designated by the Company from time to time or through underwriters or dealers designated by the Company from time to time. If any agents of the Company or any dealers or underwriters are involved in the sale of the Series of Debt Securities in respect of which this Prospectus is being delivered, the names of such agents, dealers or underwriters and any applicable agent's commission, dealer's purchase price or underwriter's discount are set forth in or may be calculated from the Prospectus Supplement. The net proceeds to the Company from such sale will be the purchase price of such Series of Debt Securities less such commission in the case of an agent, the purchase price of such Series of Debt Securities in the case of a dealer or the public offering price of such Series of Debt Securities less such discount in the case of an underwriter and less, in each case, other attributable issuance expenses. See "Plan of Distribution" for indemnification arrangements for agents, dealers and underwriters.

The date of this Prospectus is May 13, 1991

AVAILABLE INFORMATION

The Company is subject to the informational requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and, in accordance therewith, files reports and other information with the Securities and Exchange Commission (the "Commission"). Such reports and other information can be inspected and copied at the public reference facilities maintained by the Commission at 450 Fifth Street, N.W., Washington, D.C. 20549-1004, and at regional offices of the Commission at the following addresses: 75 Park Place, New York, New York 10007; and Kluczynski Building, 230 South Dearborn Street, Chicago, Illinois 60604. Copies of such material can be obtained at prescribed rates from the Public Reference Section of the Commission at 450 Fifth Street, N.W., Washington, D.C. 20549-1004. In addition, similar information concerning the Company can also be inspected at the offices of the New York Stock Exchange, Inc. at 20 Broad Street, New York, New York 10005.

This Prospectus does not contain all the information set forth in the Registration Statement (the "Registration Statement"), of which this Prospectus is a part, and exhibits relating thereto, which the Company has filed with the Commission in Washington, D.C. Statements contained herein concerning the provisions of documents are necessarily summaries of such documents, and each statement is qualified in its entirety by reference to the copy of the applicable document filed with the Commission. Copies of the Registration Statement and the exhibits are on file at the offices of the Commission and may be obtained, upon payment of the fee prescribed by the Commission, or may be examined without charge at the public reference facilities of the Commission described above.

INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

ANR Pipeline hereby incorporates in this Prospectus by reference its Annual Report on Form 10-K for the fiscal year ended December 31, 1990 (the "1990 Annual Report") which has been filed with the Commission pursuant to the Exchange Act.

All documents filed by ANR Pipeline pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act after the date of this Prospectus and prior to the termination of this offering shall be deemed to be incorporated by reference in this Prospectus and to be a part hereof from the date of filing of such documents. Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Prospectus to the extent that a statement contained herein or in any other subsequently filed document that also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Prospectus.

Any person, including any beneficial owner, receiving a copy of this Prospectus may obtain without charge, upon request, a copy of any of the documents incorporated by reference herein, except for the exhibits to such documents (unless such exhibits are specifically incorporated by reference in such documents). Such requests should be directed to ANR Pipeline Company, % The Coastal Corporation, Coastal Tower, Nine Greenway Plaza, Houston, Texas 77046-0995, Attention: Corporate Secretary, telephone number: (713) 877-1400.

THE COMPANY

ANR Pipeline owns and operates an interstate natural gas pipeline system. The Company was incorporated under the laws of the State of Delaware in 1945. All of the Company's outstanding common stock is owned by American Natural Resources Company ("ANR"). ANR is a wholly-owned subsidiary of Coastal Natural Gas Company, which is a wholly-owned subsidiary of The Coastal Corporation.

The Company's principal office is located at 500 Renaissance Center, Detroit, Michigan 48243-1902, telephone number: (313) 496-0200.

USE OF PROCEEDS

Except as otherwise provided in the Prospectus Supplement, the net proceeds from the sale of the Debt Securities will be added to the general funds of the Company to be used for capital expenditures, to meet working capital requirements and for other general corporate purposes, including the repayment of borrowings. Prior to such uses, the net proceeds from the sale of Debt Securities will be invested in certificates of deposit or other highly liquid investments with short term maturities.

RATIO OF EARNINGS TO FIXED CHARGES

A description of the ratio of the Company's earnings to fixed charges, on a consolidated basis, appears in the accompanying Prospectus Supplement.

DESCRIPTION OF BUSINESS

The Company is involved in the purchase, gathering, storage, transportation and sale of natural gas. ANR Pipeline's gas sales customers include 51 local distributors in Michigan, Wisconsin, Illinois, Indiana, Iowa, Kansas, Missouri, Ohio and Tennessee. ANR Pipeline also provides transportation services for various pipeline and local distribution companies and end-users in Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Ohio, Oklahoma, Tennessee, Texas, Wisconsin, Wyoming and offshore in federal waters. The Company operates a major offshore gas pipeline system in the Gulf of Mexico which is owned by High Island Offshore System, a general partnership composed of a wholly-owned subsidiary of ANR Pipeline and subsidiaries of three other pipeline companies.

During 1990, approximately 85% of the Company's gas supply was purchased from gas producers in Kansas, Louisiana, Mississippi, Oklahoma, Texas, Wyoming and the Texas and Louisiana offshore areas. The Company's two interconnected large-diameter multiple pipeline systems transport gas to the Midwest from Texas and Oklahoma and the Louisiana onshore and Louisiana and Texas offshore areas. Gas from Wyoming is obtained by the Company through transportation and exchange agreements with other companies.

The Company's principal pipeline facilities at December 31, 1990 consisted of 12,395 miles of pipelines and 100 compressor stations with 1,062,000 installed horsepower. At December 31, 1990, the design peak day delivery capacity of the transmission system, considering supply sources, storage, markets and transportation for others, was approximately 4.9 billion cubic feet per day.

During 1990, the Company sold 136 billion cubic feet of gas, of which approximately 76% was sold to its three largest customers: Michigan Consolidated Gas Company, Wisconsin Gas Company and Wisconsin Natural Gas Company. All of the Company's sales are to its customers for resale. ANR Pipeline carried almost 75% of the gas used in Wisconsin and about 40% of Michigan's requirements in 1990.

The Company transports gas to markets on its system and other markets under gathering, transportation and exchange arrangements with other companies including distributors, intrastate pipelines, producers, brokers, marketers, end-users and interstate pipelines. Typically, these arrangements call for ANR Pipeline to gather and transport such gas to points of interconnection with local distribution companies or other interstate pipelines. In 1990, ANR Pipeline transported an average of 2,995 million cubic feet of gas per day.

The Company obtains most of its gas supply from independent producers and an exploration and production affiliate while having rights to purchase gas from other pipeline companies. In addition, ANR Pipeline purchases small volumes of synthetic fuel.

The Company owns seven and leases eight underground storage facilities in Michigan. The total working storage capacity of the system is approximately 193 billion cubic feet, with a capacity to deliver 2.2 billion cubic feet on a peak day at the end of February and larger volumes prior to that date. The Company also has the contract rights for 30 billion cubic feet of storage capacity provided by an affiliate. Underground storage services of up to 61 billion cubic feet of gas are provided by the Company for other gas companies on a long-term basis. The Company also provides interruptible storage services for others on a short-term basis.

OTHER DEVELOPMENTS

The Company has received authority to expand its existing natural gas pipeline system from Oklahoma by 82 million cubic feet per day. This project, which will include 94 miles of pipeline, is a cornerstone of ANR Pipeline's expansion into the northeast markets. ANR Pipeline substantially completed this construction in 1990 with the remainder expected to be completed in 1991.

The Company also completed construction of its 98 mile Lebanon extension and commenced transportation through that pipeline in August 1990. The Lebanon extension extends from ANR Pipeline's mainline near Muncie, Indiana to Lebanon, Ohio, where it interconnects with three other interstate pipelines which transport natural gas for customers in the Northeast markets. The 61 mile Ohio portion is jointly owned with Trunkline Gas Company, a subsidiary of Panhandle Eastern Pipe Line Company. ANR Pipeline's current share of this project's capacity is 240 million cubic feet of gas per day, and it will be increased to 400 million cubic feet of gas per day in 1992.

Construction is scheduled to begin in 1991 on the 370 mile Iroquois pipeline, which will have a capacity of 579 million cubic feet per day and will serve New York, New Jersey and New England. A subsidiary of ANR Pipeline owns a 9.4% equity interest. Another ANR Pipeline subsidiary has increased its equity ownership interest to 50% in the 254 mile Champlain pipeline in New England. This project is in the process of being reformulated in light of current and anticipated market demand.

The Empire State Pipeline, which is jointly owned by an affiliate of ANR Pipeline and others, is expected to be placed in service later this year. This pipeline will extend 155 miles from Niagara Falls to Syracuse, New York and will provide capacity of 270 million cubic feet of gas per day.

The Company and Arkla, Inc. ("Arkla") are seeking to obtain approval for ANR Pipeline's acquisition of 250 million cubic feet of gas per day of capacity on Arkla's expanded capacity out of Oklahoma. This acquisition of capacity would serve as a mainline crossover from ANR Pipeline's southwest mainline to its southeast mainline, as well as providing direct access to the Arkoma Basin.

The Company is participating with other interstate pipelines in a project to expand pipeline capacity out of the Mobile Bay area near Mobile, Alabama. The Company's share of capacity in this project is 150 million cubic feet per day.

DESCRIPTION OF DEBT SECURITIES

The Debt Securities will be issued under the Indenture dated as of May 13, 1991 (the "Indenture"), between the Company and Manufacturers Bank, N.A. (formerly Manufacturers National Bank of Detroit), as Trustee (the "Trustee"). A copy of the form of Indenture has been filed as an exhibit to the Registration Statement of which this Prospectus is a part. The summaries of certain provisions of the Indenture hereunder do not purport to be complete and are subject to, and are qualified in their entirety by reference to, all of the provisions of the Indenture, including the definitions therein of certain terms and those terms made part of the Indenture by reference to the Trust Indenture Act of 1939 as in effect on the date of the Indenture. Certain capitalized terms used below and not defined have the respective meanings assigned thereto in the Indenture.

General

The Indenture provides for the issuance by the Company from time to time of its Debt Securities in one or more Series. The Indenture does not limit the amount of Debt Securities which may be issued thereunder, and provides that the specific terms of any Series of Debt Securities shall be set forth in, or determined pursuant to, an Authorizing Resolution and/or a supplemental indenture, if any, relating to such Series.

The specific terms of the Series of Debt Securities in respect of which this Prospectus is being delivered are set forth in the accompanying Prospectus Supplement relating thereto, including the following, as applicable:

1. the title of the Series;
2. the aggregate principal amount of the Debt Securities of the Series;
3. the date or dates on which principal and premium, if any, on the Debt Securities of the Series is payable, and, if applicable, the terms on which such maturity may be extended;
4. the rate or rates of interest (if any) on the Debt Securities of such Series (whether floating or fixed), the provisions, if any, for determining such interest rate or rates and adjustments thereto, the interest payment dates and the regular record dates with respect thereto;
5. the currency(ies) in which principal, premium, if any, and interest are payable by the Company, if other than United States dollars;
6. provisions relating to redemption, at the option of the Company, pursuant to a Sinking Fund or otherwise or at the option of a Holder and the respective redemption dates and redemption prices and the terms and conditions for such redemption;
7. additional or different covenants or Events of Default, if any, with respect to the Debt Securities of such Series in addition to or in lieu of the covenants and Events of Default specified in the Indenture; and
8. if less than 100% of the principal amount of the Debt Securities of such Series is payable on acceleration or provable in bankruptcy (which may be the case for Original Issue Discount Securities), a schedule of the amounts which would be so payable or provable from time to time.

The Debt Securities will be issued only in registered form, without coupons, in denominations of \$1,000 and integral multiples thereof, or in such other currencies or denominations as may be specified in, or pursuant to, the Authorizing Resolution and/or supplemental indenture relating to such Series of Debt Securities. The Debt Securities will be senior unsecured obligations of the Company.

Except as otherwise specified in the Authorizing Resolution and/or supplemental indenture relating to the Debt Securities in respect of which this Prospectus is being delivered, principal and interest will be payable, and the Debt Securities will be transferable, at the office of the Trustee in Detroit, Michigan. At the

Company's option, interest may be paid by check mailed to the registered holders of the Debt Securities. The Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with certain transfers or exchanges. Initially, the Trustee will act as paying agent and registrar under the Indenture. The Company may act as paying agent and registrar and may change any paying agent or registrar without notice.

Except as otherwise specified in the Authorizing Resolution and/or supplemental indenture relating to the Debt Securities in respect of which this Prospectus is being delivered, the Debt Securities do not contain event risk provisions designed to require the Company to redeem the Debt Securities, reset the interest rate or take other actions in response to highly leveraged transactions, change in credit rating or other similar occurrences.

Definitions

"Attributable Debt" means, with respect to any Sale and Leaseback Transaction as of any particular time, the present value (discounted at the rate of interest implicit in the terms of the lease) of the obligations of the lessee under such lease for net rental payments during the remaining term of the lease (including any period for which such lease has been extended or may, at the option of the Company, be extended).

"Funded Debt" means Indebtedness which does not mature within one year after the date as of which any determination thereof is made (but excludes any such Indebtedness which will be retired through or by means of any deposit or payment required to be made within one year from such date under any prepayment provision, sinking fund, purchase fund or other similar fund) and Indebtedness which may not mature within one year after the date as of which any determination thereof is made due solely to such Indebtedness being renewable or outstanding pursuant to a revolving credit or similar agreement.

"General Mortgage" means the Company's Mortgage and Deed Trust dated as of September 1, 1948, as supplemented and amended from time to time, and any other mortgage and deed of trust upon the property of the Company which may hereafter from time to time be created by the Company in substitution, directly or indirectly, for said Mortgage and Deed of Trust, as from time to time supplemented and amended; *provided* that any such mortgage and deed of trust hereafter created shall contain provisions with respect to property excepted from the lien thereof and liens permitted thereunder substantially similar to (but not necessarily identical to) the provisions of said Mortgage and Deed of Trust, as supplemented and amended at the date hereof.

"Indebtedness" means (i) any liability of any person (a) for borrowed money, (b) evidenced by a note, debenture or similar instrument (including a purchase money obligation) given in connection with the acquisition of any property or assets (other than inventory or similar property acquired in the ordinary course of business), including securities, or (c) for the payment of money relating to a Capitalized Lease Obligation (as defined in the Indenture); (ii) any guarantee by any person of any liability of others described in the preceding clause (i); and (iii) any amendment, renewal, extension or refunding of any liability of the types referred to in clauses (i) and (ii) above.

"Lien" means any mortgage, lien, pledge, charge, or other security interest or encumbrance of any kind.

"Net Tangible Assets" means the total amount of assets (less depreciation and valuation reserves and other reserves and items deductible from the gross book value of specific asset accounts) of the Company which would be included on a consolidated balance sheet of the Company, after deducting therefrom (without duplication of deductions) (1) all goodwill, trade names, trademarks, patents, unamortized debt discount and expense and other like intangibles which would be so included on such balance sheet, and (2) all liabilities which would be so included on such balance sheet except: Funded Debt, reserves, deferred credits and Stock Accounts.

“Permitted Liens” means the following:

- (a) Liens upon rights-of-way for pipeline purposes;
- (b) undetermined Liens and charges incidental to construction or maintenance;
- (c) the right reserved to, or vested in, any municipality or public authority by the terms of any right, power, franchise, grant, license, permit or by any provision of law, to terminate such right, power, franchise, grant, license or permit, or to purchase or recapture or to designate a purchaser of, any of the mortgaged property;
- (d) Liens upon any property in which the Company has a leasehold estate and to which such leasehold estate is or may become subject, and the rights reserved to lessors of such property, and to their successors and assigns, under applicable law or the instrument creating such leasehold estate;
- (e) the Lien of taxes and assessments (other than those constituting Liens upon rights-of-way for pipeline purposes) which are not at the time delinquent;
- (f) the Lien of specified taxes and assessments (other than those constituting Liens upon rights-of-way for pipeline purposes) which are delinquent but the validity of which is being contested at the time by the Company in good faith, unless thereby in the opinion of counsel or of the trustee under the General Mortgage any of the mortgaged property thereunder may be lost or forfeited;
- (g) the Lien reserved in leases for rent and for compliance with the terms of the lease in the case of leasehold estates;
- (h) minor defects and irregularities in the titles to any property which do not materially impair the use of such property for the purposes for which it is held by the Company;
- (i) any Liens securing indebtedness, neither assumed nor guaranteed by the Company nor on which it customarily pays interest, existing upon real estate or rights in or relating to real estate (including rights-of-way and easements) acquired by the Company for pipeline, metering station or right-of-way purposes;
- (j) easements, exceptions or reservations in any property of the Company granted or reserved for the purpose of pipelines, roads, the removal of oil, gas, coal or other minerals, and other like purposes, or for the joint or common use of real property, facilities and equipment, which do not materially impair the use of such property for the purposes for which it is held by the Company;
- (k) rights reserved to or vested in any municipality or public authority to control or regulate any property of the Company, or to use such property in any manner which does not materially impair the use of such property for the purposes for which it is held by the Company;
- (l) any obligations or duties, affecting the property of the Company, to any municipality or public authority with respect to any franchise, grant, license or permit;
- (m) the Liens of any judgments in an aggregate amount not in excess of 1,000,000 United States dollars or the Lien of any judgment the execution of which has been stayed or which has been appealed and secured, if necessary, by the filing of an appeal bond, or the Lien of any judgment in respect of which moneys in the amount of the judgment have been deposited with the trustee under the General Mortgage to be held as a part of the trust estate and to be withdrawn only as provided in §8.05 of the General Mortgage; and
- (n) zoning laws and ordinances.

“Stock” means any and all shares, interests, participations or other equivalents (however designated) of corporate stock.

“Stock Accounts”, as applied to a corporation, means the amount of such corporation’s outstanding Stock, other paid-in capital and retained earnings, all as shown in a statement of financial position of such corporation.

“Principal Domestic Property of the Company” shall mean any property, plant, equipment or facility of the Company which is located in the United States or any territory or political subdivision thereof, except any property which the Board of Directors or management of the Company or any such Subsidiary shall determine to be not material to the business or operations of the Company and its Subsidiaries, taken as a whole.

“Sale and Leaseback Transaction” is defined in the “Restrictions on Sales and Leasebacks” covenant described below.

“Stated Maturity” when used with respect to any security or any installment of interest thereon means the date specified in such security as the fixed date on which the principal of such security or such installment of interest is due and payable.

“Subsidiary” means (i) a corporation a majority of whose capital stock with voting power, under ordinary circumstances, to elect directors is at the time, directly or indirectly, owned by the Company, by the Company and a Subsidiary (or Subsidiaries) of the Company or by a Subsidiary (or Subsidiaries) of the Company or (ii) any person (other than a corporation) in which the Company, a Subsidiary (or Subsidiaries) of the Company or the Company and a Subsidiary (or Subsidiaries) of the Company, directly or indirectly, at the date of determination thereof has at least majority ownership interest; provided, that no corporation shall be deemed a Subsidiary until the Company, a Subsidiary (or Subsidiaries) of the Company or the Company and a Subsidiary (or Subsidiaries) of the Company acquires more than 50% of the outstanding voting stock thereof and has elected a majority of its board of directors.

Restrictions on Liens

The Company will not incur, create, assume or otherwise become liable with respect to any Indebtedness secured by a Lien, or guarantee any Indebtedness with a guarantee which is secured by a Lien, on any Principal Domestic Property of the Company, without effectively providing that the Debt Securities (together with, if the Company shall so determine, any other Indebtedness of the Company then existing or thereafter created ranking equally with the Debt Securities) shall be secured equally and ratably with (or, at the option of the Company, prior to) such secured Indebtedness, so long as such secured Indebtedness shall be so secured; provided, however, that this covenant will not apply to Indebtedness secured by: (a) Liens existing on the date of the Indenture; (b) Liens securing indebtedness issued pursuant to the General Mortgage; (c) Permitted Liens; (d) Liens which require the consent of the holders of indebtedness issued pursuant to the General Mortgage and such consent has been received in accordance with the General Mortgage; (e) Liens which consist of pledges of indebtedness issued pursuant to the General Mortgage to secure other indebtedness provided that the principal amount of indebtedness so pledged shall not exceed the amount of the other indebtedness secured thereby; (f) Liens in favor of governmental bodies to secure progress, advance or other payments; (g) Liens existing on property, shares of stock or Indebtedness at the time of acquisition thereof (including acquisition through lease, merger or consolidation) or Liens to secure the payment of all or any part of the purchase price thereof or the purchase price of construction, installation, renovation, improvement or development thereon or thereof or to secure any Indebtedness incurred prior to, at the time of, or within 360 days after the later of the acquisition, completion of such construction, installation, renovation, improvement or development or the commencement of full operation of such property or within 360 days after the acquisition of such shares or Indebtedness for the purpose of financing all or any part of the purchase price thereof; (h) Liens securing Indebtedness in an aggregate amount which, at the time of incurrence and together with all outstanding Attributable Debt in respect of Sale and Leaseback Transactions permitted by clause (y) in the “Restrictions on Sales and Leasebacks” covenant, does not exceed five percent of the Net Tangible Assets of the Company; and (i) any extension, renewal or replacement (or successive extensions, renewals or replacements), as a whole or in part, of any Liens referred to in the foregoing clauses (a) through (h) inclusive; provided, that such extension, renewal or replacement of such Lien is limited to all or any part of the same property that secured the Lien extended, renewed or replaced (plus improvements on such property), and that such secured Indebtedness at such time is not increased.

Restrictions on Sales and Leasebacks

The Company will not sell or transfer any Principal Domestic Property of the Company, with the Company taking back a lease of such Principal Domestic Property of the Company (a "Sale and Leaseback Transaction"), unless (i) such Principal Domestic Property of the Company is sold within 360 days from the date of acquisition of such Principal Domestic Property of the Company or the date of the completion of construction or commencement of full operations of such Principal Domestic Property of the Company, whichever is later, or (ii) the Company, within 120 days after such sale, applies or causes to be applied to the retirement of Funded Debt of the Company (other than Funded Debt of the Company which by its terms or the terms of the instrument pursuant to which it was issued is subordinate in right of payment to the Debt Securities) an amount not less than the greater of (A) the net proceeds of the sale of such Principal Domestic Property of the Company or (B) the fair value (as determined in any manner approved by the Board of Directors) of such Principal Domestic Property of the Company. The provisions of this covenant shall not prevent a Sale and Leaseback Transaction (x) if the lease entered into by the Company in connection therewith is for a period, including renewals, of not more than 36 months or (y) if the Company would, at the time of entering into such Sale and Leaseback Transaction, be entitled, without equally and ratably securing the Debt Securities, to create or assume a Lien on such Principal Domestic Property securing Indebtedness in an amount at least equal to the Attributable Debt in respect of such Sale and Leaseback Transaction pursuant to clause (h) above in the "Restrictions on Liens" covenant.

Ranking

The Debt Securities constitute senior unsecured obligations of the Company. As of December 31, 1990, the Company had approximately \$138.0 million of indebtedness outstanding which would rank *pari passu* with the Debt Securities and \$150.9 million of secured indebtedness outstanding which would have a prior claim on assets of the Company. The aforementioned amounts assume that \$200 million of the proceeds from the sale of Debt Securities will be used to retire an outstanding note maturing in 1993. Except as otherwise specified in the Authorizing Resolution and/or supplemental indenture relating to the Debt Securities in respect of which this Prospectus is being delivered, there are no limitations in the Indenture relating to the Debt Securities on the amount of additional Indebtedness which may rank *pari passu* with the Debt Securities or on the amount of Indebtedness, secured or otherwise, which may be incurred by any subsidiary of the Company; provided, that the incurrence of secured Indebtedness by the Company is subject to the limitations set forth in the "Restrictions on Liens" covenant.

Discharge

Except as specifically set forth in the Indenture, the Company may terminate its obligations under any Series of Debt Securities and the Indenture with respect to such Series, at any time, (a) by delivering all outstanding Debt Securities of such Series to the Trustee for cancellation and paying any other sums payable by it under such Debt Securities and the Indenture with respect to such Series, or (b) after giving notice to the Trustee of its intention to defease all of the Debt Securities of such Series by irrevocably depositing with the Trustee or a paying agent (other than the Company or a Subsidiary) (i) in the case of any Debt Securities of any Series denominated in United States dollars, cash or U.S. Government Obligations (as defined in the Indenture) sufficient to pay all remaining Indebtedness on such Debt Securities and (ii) in the case of any Debt Securities of any Series denominated in any currency other than United States dollars, an amount of the Required Currency (as defined in the Indenture) sufficient to pay all remaining Indebtedness on such Debt Securities; provided that if such irrevocable deposit pursuant to (b) above is made on or prior to one year from the Stated Maturity for payment of principal of such Series of Debt Securities, the Company shall have delivered to the Trustee either an opinion of counsel with no material qualifications or a favorable ruling of the Internal Revenue Service, in either case to the effect that holders of such Debt Securities (i) will not recognize income, gain or loss for Federal income tax purposes as a result of such deposit (and the defeasance contemplated in connection therewith) and (ii) will be subject to Federal income tax on the same amounts and in the same manner and at the same time as would have been the case if such deposit and defeasance had not occurred.

Merger and Consolidation

The Company shall not consolidate with or merge with or into any other corporation or transfer all or substantially all of its property and assets as an entirety to any person unless (i) the Company shall be the continuing person or the corporation formed by such consolidation or into which the Company is merged or to which the properties and assets of the Company as an entirety are transferred is a corporation organized and existing under the laws of the United States or any State thereof or the District of Columbia which expressly assumes all of the obligations of the Company under the Debt Securities and the Indenture and (ii) immediately before and immediately after giving effect to such transaction, no Event of Default and no event which, after notice or lapse of time or both, would become an Event of Default shall have occurred and be continuing.

Modification and Waiver

Modification and amendment of the Indenture may be made by the Company and the Trustee with the consent of the holders of not less than a majority in principal amount of the outstanding Debt Securities of all Series affected thereby (voting as a single class); provided that such modification or amendment may not, without the consent of the holder of the Debt Securities affected thereby, (i) extend the Stated Maturity of the principal of or any installment of interest with respect to the Debt Securities; (ii) reduce the principal amount of, or the rate of interest on, or alter the redemption provisions with respect to, the Debt Securities; (iii) change the currency of payment of principal of or interest on the Debt Securities; (iv) impair the right to institute suit for the enforcement of any payment on or with respect to the Debt Securities; (v) reduce the above-stated percentage of holders of the Debt Securities necessary to modify or amend the Indenture; or (vi) modify the foregoing requirements or reduce the percentage of outstanding Debt Securities necessary to waive any covenant or past default. Holders of not less than a majority in principal amount of the outstanding Debt Securities of all Series affected thereby (voting as a single class) may waive certain past defaults and may waive compliance by the Company with any provision of the Indenture or such Debt Securities (subject to the immediately preceding sentence); provided, that, only the holders of a majority in principal amount of Debt Securities of a particular Series may waive compliance with a provision of the Indenture or the Debt Securities of such Series having applicability solely to such Series.

Events of Default and Notice Thereof

The term "Event of Default" when used in the Indenture with respect to any Series of Debt Securities, means any one of the following: (i) failure of the Company to pay interest on such Series of Debt Securities within 30 days of when due or principal on such Series of Debt Securities when due (including any Sinking Fund installment); (ii) failure to perform any other agreement in the Debt Securities of such Series or the Indenture other than an agreement relating solely to another Series of Debt Securities for 30 days after notice; (iii) acceleration of Indebtedness of the Company under the terms of the instruments evidencing such Indebtedness aggregating more than \$5,000,000 at the time outstanding; (iv) judgments for the payment of more than \$5,000,000 at the time outstanding rendered against the Company and not discharged within 60 days after such judgment becomes final and nonappealable; and (v) certain events of bankruptcy, insolvency or reorganization with respect to the Company. Additional or different Events of Default, if any, applicable to the Series of Debt Securities in respect of which this Prospectus is being delivered are specified in the accompanying Prospectus Supplement.

The Indenture provides that the Trustee shall, within 60 days after the occurrence of any default (the term "default" to include the events specified above without grace or notice) with respect to any Series of Debt Securities actually known to it, give to the holders of such Debt Securities notice of such default; provided that, except in the case of a default in the payment of principal of or interest on any of the Debt Securities or in the payment of any Sinking Fund installment, the Trustee shall be protected in withholding such notice if it in good faith determines that the withholding of such notice is in the interest of the holders of such Debt Securities. The Indenture will require the Company to certify to the Trustee quarterly as to whether any default occurred during such quarter.

In case an Event of Default (other than an Event of Default resulting from bankruptcy, insolvency or reorganization) with respect to any Debt Securities of such Series shall occur and be continuing, the Trustee or the holders of at least 25% in aggregate principal amount of the Debt Securities of such Series then outstanding, by notice in writing to the Company (and to the Trustee if given by the holders of the Debt Securities of such Series), may declare all unpaid principal of and accrued interest on such Debt Securities then outstanding to be due and payable immediately. In case an Event of Default resulting from certain events of bankruptcy, insolvency or reorganization shall occur, all unpaid principal of and accrued interest on all Debt Securities then outstanding shall be due and payable immediately without any declaration or other act on the part of the Trustee or the holders of any Debt Securities. Such acceleration may be annulled and past defaults (except, unless theretofore cured, a default in payment of principal of or interest on the Debt Securities of such Series) may be waived by the holders of a majority in principal amount of the Debt Securities of such Series then outstanding upon the conditions provided in the Indenture.

The Indenture provides that no holder of the Debt Securities of such Series may pursue any remedy under the Indenture unless the Trustee shall have failed to act after, among other things, notice of an Event of Default and request by holders of at least 25% in principal amount of the Debt Securities of the Series of which the Event of Default has occurred and the offer to the Trustee of indemnity satisfactory to it; provided, however, that such provision does not affect the right to sue for enforcement of any overdue payment on such Debt Securities.

The Trustee

Manufacturers Bank, N.A. will be Trustee under the Indenture. The Indenture contains certain limitations on the right of the Trustee, as a creditor of the Company, 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. The Trustee will be permitted to engage in other transactions; provided, however, if it acquires any conflicting interest, it must eliminate such conflict or resign.

The holders of a majority in principal amount of all outstanding Debt Securities of a Series (or if more than one Series is affected thereby, of all Series so affected voting as a single class) will have the right to direct the time, method and place of conducting any proceeding for exercising any remedy or power available to the Trustee.

In case an Event of Default shall occur (and shall not be cured) and is known to the Trustee, the Trustee shall exercise such of the rights and powers vested in it by the Indenture and use the same degree of care and skill in its exercise as a prudent person would exercise or use under the circumstances in the conduct of his own affairs. Subject to such provisions, the Trustee will be under no obligation to exercise any of its rights or powers under the Indenture at the request of any of the holders of Debt Securities unless they shall have offered to the Trustee security and indemnity satisfactory to it.

James F. Cordes, Chairman of the Board of the Company, is a member of the Board of Directors of the Trustee.

Governing Law

The Indenture and the Debt Securities will be governed by the laws of the State of New York.

Backup Withholding

Under Section 3406 of the Internal Revenue Code of 1986, as amended, and applicable Department of Treasury regulations, a holder of the Debt Securities may be subject to backup withholding at the rate of 20% with respect to interest paid or the proceeds of a sale, exchange or redemption of Debt Securities unless (a) such holder is a corporation or comes within certain other exempt categories and, when required,

demonstrates this fact; or (b) provides a taxpayer identification number, certifies as to no loss of exemption from backup withholding and otherwise complies with applicable requirements of the backup withholding rules.

PLAN OF DISTRIBUTION

The Company may sell the Debt Securities in any of three ways: (i) through underwriters or dealers; (ii) directly to a limited number of institutional purchasers or to a single purchaser; or (iii) through agents. Any such dealer or agent, in addition to any underwriter, may be deemed to be an underwriter within the meaning of the Securities Act of 1933. The terms of the offering of the Series of Debt Securities with respect to which this Prospectus is being delivered are set forth in the accompanying Prospectus Supplement, including the name or names of any underwriters, dealers or agents, the purchase price of such Series and the proceeds to the Company from such sale, any underwriting discounts and other items constituting underwriters' compensation, the initial public offering price and any discounts or concessions which may be allowed or reallocated or paid to dealers and any securities exchanges on which the Series may be listed.

If underwriters are used in the sale, the Debt Securities will be acquired by the underwriters for their own account and may be resold 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 Debt Securities may be offered to the public either through underwriting syndicates represented by managing underwriters or directly by one or more underwriters acting alone. Unless otherwise set forth in the Prospectus Supplement, the obligations of the underwriters to purchase the Debt Securities described in the accompanying Prospectus Supplement will be subject to certain conditions precedent and the underwriters will be obligated to purchase all such Debt Securities if any are so purchased by them. Any initial public offering price and any discounts or concessions allowed or reallocated or paid to dealers may be changed from time to time.

The Debt Securities may be sold directly by the Company or through agents designated by the Company from time to time. Any agents involved in the offer or sale of the Debt Securities in respect of which this Prospectus is being delivered are named, and any commissions payable by the Company to such agents are set forth in the accompanying Prospectus Supplement. Unless otherwise indicated in the Prospectus Supplement, any such agent will be acting on a best efforts basis for the period of its appointment.

If dealers are utilized in the sale of any Debt Securities, the Company will sell the Debt Securities to the dealers, as principals. Any dealer may resell the Debt Securities to the public at varying prices to be determined by the dealer at the time of resale. The name of any dealer and the terms of the transaction will be set forth in the Prospectus Supplement with respect to the Debt Securities being offered thereby.

If so indicated in the Prospectus Supplement, the Company will authorize agents, underwriters or dealers to solicit offers by certain specified institutions to purchase the Series of Debt Securities to which this Prospectus and the Prospectus Supplement relates from the Company at the public offering price set forth in the Prospectus Supplement, plus accrued interest, pursuant to delayed delivery contracts providing for payment and delivery on a specified date in the future. Such contracts will be subject only to those conditions set forth in the Prospectus Supplement, and the Prospectus Supplement will set forth the commission payable for solicitation of such contracts.

Underwriters will not be obligated to make a market in any Debt Securities. The Company cannot predict the activity of trading in, or liquidity of, any Debt Securities.

Agents, dealers and underwriters may be entitled under agreements entered into with the Company to indemnification by the Company against certain civil liabilities, including liabilities under the Securities Act of 1933, or to contribution by the Company to payments they may be required to make in respect thereof.

Agents, dealers and underwriters may be customers of, engage in transactions with or perform services for the Company in the ordinary course of business.

LEGAL MATTERS

Certain legal matters in connection with the Debt Securities offered hereby are being passed upon for the Company by Austin M. O'Toole, Esq., Senior Vice President of ANR Pipeline, and for the underwriters, agents and dealers by Cahill Gordon & Reindel (a partnership including a professional corporation), New York, New York. As of March 31, 1991, Mr. O'Toole beneficially owned approximately 36,803 shares of Common Stock and 654 shares of Class A Common Stock of The Coastal Corporation.

EXPERTS

The annual consolidated financial statements of the Company incorporated in this Prospectus by reference to the 1990 Annual Report have been so incorporated in reliance on the report of Deloitte & Touche, independent accountants, given on the authority of said firm as experts in auditing and accounting.

Information derived from the report of Huddleston & Co., Inc., independent petroleum engineering consultants, with respect to the estimates of reserves of the Company included in the 1990 Annual Report, has been so incorporated in reliance upon the authority of such firm as experts with respect to the matters contained therein.

No dealer, salesman or other person has been authorized to give any information or to make any representation not contained in this Prospectus Supplement and the accompanying Prospectus, and, if given or made, such information or representation must not be relied upon as having been authorized by the Company, by the Underwriters or by any other person. This Prospectus Supplement and the accompanying Prospectus do not constitute an offer to sell or a solicitation of an offer to buy any of the securities offered hereby to any person or by anyone in any state in which such offer or solicitation may not lawfully be made. Neither the delivery of this Prospectus Supplement and the accompanying Prospectus, nor any sale made hereunder shall, under any circumstances, create any implication that there had been no change in the affairs of the Company since the date hereof.

\$300,000,000

**ANR Pipeline
Company**

9⁵/₈% Debentures
due November 1, 2021

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PROSPECTUS SUPPLEMENT
October 24, 1991

LEHMAN BROTHERS

MERRILL LYNCH & CO.

PAINEWEBBER INCORPORATED