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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549**

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**FORM 8-K**

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**CURRENT REPORT**

**Pursuant to Section 13 or 15(d) of the  
Securities Exchange Act of 1934**

**Date of Report (Date of earliest event reported): May 11, 2012 (May 7, 2012)**

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**CVR ENERGY, INC.**

**(Exact name of registrant as specified in its charter)**

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**Delaware**  
**(State or other jurisdiction  
of incorporation)**

**001-33492**  
**(Commission  
File Number)**

**61-1512186**  
**(I.R.S. Employer  
Identification Number)**

**2277 Plaza Drive, Suite 500  
Sugar Land, Texas 77479**  
**(Address of principal executive offices, including zip code)**

**Registrant's telephone number, including area code: (281) 207-3200**

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**Item 1.01. Entry into a Material Definitive Agreement.**

The information set forth under Item 5.01 is incorporated by reference as if fully set forth herein.

**Item 3.03. Material Modification to Rights of Security Holders.**

The information set forth under Item 5.01 is incorporated by reference as if fully set forth herein.

In connection with the Transaction Agreement, the Company and American Stock Transfer & Trust Company, LLC, as rights agent (the "Rights Agent"), entered into Amendment No. 1, dated as of April 18, 2012 (and filed by the Company on April 19, 2012 as an exhibit to its Current Report on Form 8-K) (the "Amendment"), to the Rights Agreement, dated as of January 13, 2012, between the Company and the Rights Agent (the "Rights Agreement"). Among other things, the Amendment amended Section 7(e) of the Rights Agreement to specify that if the Offer closes, then the Rights (as defined in the Rights Agreement) will be deemed to be redeemed and cancelled, effective immediately prior to the closing of the Offer. The Offer closed on May 7, 2012 and all of the Rights (as defined in the Rights Agreement) were redeemed and cancelled.

**Item 5.01. Change in Control of Registrant.**

On May 7, 2012, Carl C. Icahn and certain of his affiliates (collectively, "Icahn") acquired control of CVR Energy, Inc. (the "Company") pursuant to the pending tender offer (the "Offer") to purchase all of the issued and outstanding shares of the Company's common stock (the "Shares") for a price of \$30 per Share in cash, plus one non-transferable contingent cash payment right for each Share, which represents the contractual right to receive an additional cash payment per Share if a definitive agreement for the sale of the Company is executed within fifteen months following the expiration of the Offer and such transaction closes (a "CCP"). The Offer, as amended, expired as of 11:59 p.m., New York City time, on May 4, 2012, and as of such time 48,112,317 shares of common stock of the Company were validly tendered pursuant to the Offer.

On May 7, 2012, Icahn acquired 48,112,317 Shares pursuant to the Offer for total consideration of \$1,443,369,510 paid in cash from immediately available funds. Icahn's aggregate ownership in the Company as of May 7, 2012 is 60,696,544 Shares or approximately 69% of the Shares. Prior to Icahn's acquisition, the Company was owned 100% by the public. In addition, effective May 7, 2012, the subsequent offering period for the Offer has commenced and will expire at 11:59 p.m., New York City time, on May 18, 2012. During the subsequent offering period, holders of Shares who did not tender their shares during the initial offer period may tender their Shares and receive the same consideration of \$30 per share plus a CCP that was offered during the initial offer period. Icahn will immediately accept and promptly pay, on a first-come, first-served basis, for all Shares as they are tendered during the subsequent offering period. If, following the closing of the subsequent offering period, Icahn owns at least 90% of

the Shares, then Icahn is required to cause a short-form merger of the Company under Section 253 of the Delaware General Corporation Law (the “Short-Form Merger”). If the Short-Form Merger occurs, all remaining Shares will be cancelled and the holders thereof will receive \$30 in cash plus a CCP for each Share, unless such stockholder elects to assert statutory appraisal rights under Delaware law.

In accordance with the Transaction Agreement dated April 18, 2012 by and between Icahn and the Company (and filed by the Company on April 23, 2012 as an exhibit to its Current Report on Form 8-K) (the “Transaction Agreement”), effective May 7, 2012, all but two of the members of the board of directors of the Company (the “Board”) prior to the Icahn acquisition resigned from the Board and all committees thereof and were replaced by an equal number of directors designated by Icahn. Barbara M. Baumann, William J. Finnerty, C. Scott Hobbs, Steve A. Nordaker, Robert T. Smith, Joseph E. Sparano and Mark E. Tomkins resigned and were replaced by Bob G. Alexander, SungHwan Cho, Vincent J. Intrieri, Samuel Merksamer, Stephen Mongillo, Daniel A. Ninivaggi and Glenn R. Zander. John J. Lipinski and George E. Matelich currently remain on the Board; provided, effective upon the completion of the subsequent offering period, Mr. Lipinski and Mr. Matelich will resign from the Board and be replaced by George W. Hebard III and James M. Strock.

In connection with the change in control described above, Coffeyville Resources, LLC, a subsidiary of the Company, Deutsche Bank Trust Company Americas, as Administrative Agent and Collateral Agent, the lenders and the other parties thereto, entered into a First Amendment to Credit Agreement effective as of May 7, 2012 (the “ABL First Amendment”), pursuant to which the parties agreed to exclude Icahn’s acquisition of Shares from the definition of change of control as provided in the ABL Credit Agreement, dated as of February 22, 2011, by and among the parties thereto (the “ABL Credit Agreement”). Absent the ABL First Amendment, the change in control of the Company described above would have triggered an event of default pursuant to the ABL Credit Agreement.

The full text of the ABL First Amendment is filed herewith as Exhibit 10.1. The foregoing description of the ABL First Amendment does not purport to describe all of the terms of such agreement, and is qualified in its entirety by reference to the full text of the ABL First Amendment, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

**Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

The information set forth under Item 5.01 is incorporated by reference as if fully set forth herein.

Effective May 7, 2012, Barbara M. Baumann, William J. Finnerty, C. Scott Hobbs, Steve A. Nordaker, Robert T. Smith, Joseph E. Sparano and Mark E. Tomkins resigned from the Board, and Bob G. Alexander, SungHwan Cho, Vincent J. Intrieri, Samuel Merksamer, Stephen Mongillo, Daniel A. Ninivaggi and Glenn R. Zander were concurrently appointed to the Board.

Each of SungHwan Cho, Vincent J. Intrieri, Samuel Merksamer and Daniel A. Ninivaggi is employed by Icahn and from time to time serve on the boards of directors of companies in which Icahn owns an interest. For more information concerning Messrs. Alexander, Cho, Intrieri, Merksamer, Mongillo, Ninivaggi and Zander, as well as Messrs. Hebard and Strock (who will join the Board following the subsequent offering period), please see their biographies set forth under Proposal 1 – Election of Directors in the preliminary proxy statement filed by Icahn with the Securities and Exchange Commission on March 23, 2012, which is incorporated herein by reference.

Messrs. Zander, Mongillo and Alexander have been named to serve on the Audit Committee of the Board. Messrs. Intrieri, Merksamer and Ninivaggi have been named to serve on the Compensation Committee of the Board. Messrs. Ninivaggi, Cho and Mongillo have been named to serve on the Nominating and Corporate Governance Committee of the Board. Messrs. Zander, Mongillo and Alexander will receive an annual retainer of \$75,000, paid quarterly, and meeting fees of \$1,000 per meeting. Messrs. Cho, Intrieri, Merksamer and Ninivaggi are employed by Icahn and will not receive any compensation for serving on the Board.

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits

- 10.1 First Amendment to Credit Agreement effective as of May 7, 2012 by and among Coffeyville Resources, LLC, Deutsche Bank Trust Company Americas, as Administrative Agent and Collateral Agent, the lenders and the other parties thereto.

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: May 11, 2012

CVR Energy, Inc.

By: /s/ Edmund S. Gross  
Edmund S. Gross,  
Senior Vice President, General Counsel And Secretary

**FIRST AMENDMENT TO CREDIT AGREEMENT**

**FIRST AMENDMENT TO CREDIT AGREEMENT** (this "First Amendment"), dated as of May 4, 2012, among COFFEYVILLE PIPELINE, INC., a Delaware corporation ("Pipeline"), COFFEYVILLE REFINING & MARKETING, INC., a Delaware corporation ("Refining Inc"), COFFEYVILLE NITROGEN FERTILIZERS, INC., a Delaware corporation ("Fertilizer Inc"), COFFEYVILLE CRUDE TRANSPORTATION, INC., a Delaware corporation ("Transportation"), COFFEYVILLE TERMINAL, INC., a Delaware corporation ("Terminal"), CL JV HOLDINGS, LLC, a Delaware limited liability company ("CL JV") and, together with Pipeline, Refining Inc, Fertilizer Inc, Transportation and Terminal, the "Holding Companies"), COFFEYVILLE RESOURCES, LLC, a Delaware limited liability company (the "Company"), COFFEYVILLE RESOURCES REFINING & MARKETING, LLC, a Delaware limited liability company ("Refining LLC"), COFFEYVILLE RESOURCES PIPELINE, LLC, a Delaware limited liability company ("Pipeline LLC"), COFFEYVILLE RESOURCES CRUDE TRANSPORTATION, LLC, a Delaware limited liability company ("Transportation LLC"), COFFEYVILLE RESOURCES TERMINAL, LLC, a Delaware limited liability company ("Terminal LLC"), GARY-WILLIAMS ENERGY COMPANY, LLC, a Delaware limited liability company ("GWEC"), WYNNEWOOD REFINING COMPANY, LLC, a Delaware limited liability company ("WRC") and, together with the Company, Refining LLC, Pipeline LLC, Transportation LLC, Terminal LLC and GWEC, the "Borrowers"), COFFEYVILLE FINANCE, INC., a Delaware corporation ("FinCo"), CVR GP, LLC, a Delaware limited liability company ("GP") and, together with FinCo, the "Subsidiary Guarantors"), the lenders party to the Credit Agreement referred to below (the "Lenders") and DEUTSCHE BANK TRUST COMPANY AMERICAS, as Administrative Agent (in such capacity, the "Administrative Agent"). Unless otherwise indicated, all capitalized terms used herein and not otherwise defined shall have the respective meanings provided such terms in the Credit Agreement.

**WITNESSETH:**

**WHEREAS**, the Holding Companies, the Company, the other Borrowers, the Subsidiary Guarantors, the Lenders, the Administrative Agent and certain other entities are parties to a Credit Agreement, dated as of February 22, 2011 (as modified through, but not including, the date hereof, the "Credit Agreement"); and

**WHEREAS**, subject to the terms and conditions set forth herein, the Holding Companies, the Company, the other Borrowers, the Subsidiary Guarantors, and the undersigned Lenders have agreed to amend the Credit Agreement as provided herein;

**NOW, THEREFORE**, it is agreed:

**PART I. Amendments.**

1. The definition of "Change of Control" appearing in Section 1.01 of the Credit Agreement is hereby amended by (i) inserting the text ",other than one or more of the Permitted Holders," immediately before the text "shall have acquired" appearing in clause (i) of such

definition, (ii) inserting the text “or by one or more of the Permitted Holders” immediately after the text “or nomination for election was previously approved by a majority of such directors” appearing at the end of clause (iv) of such definition, and (iii) inserting the text “other than in connection with any acquisition by one or more Permitted Holders,” immediately before the text “a “change of control” (or similarly defined event)” appearing at the beginning of clause (v) of such definition.

2. Section 1.01 of the Credit Agreement is hereby further amended by inserting the following new definitions in the appropriate alphabetical order:

“Permitted Holders” shall mean Carl Icahn and any other Related Party.

“Related Parties” shall mean (1) Carl Icahn, any spouse of Carl Icahn and any child, stepchild, sibling or descendant of Carl Icahn, (2) the estate of Carl Icahn or the estate of any other person under preceding clause (1), (3) any person who receives a beneficial interest in the Parent from any estate under preceding clause (2) to the extent of such interest, (4) any executor, personal administrator or trustee who holds such beneficial interest in the Parent for the benefit of, or as fiduciary for, any person under preceding clause (1), (2) or (3) to the extent of such interest, (5) any corporation, partnership, limited liability company, trust, or similar entity, directly or indirectly owned or controlled by Carl Icahn or any other person or persons identified in preceding clause (1) or (2). For purposes of clause (5) of the immediately preceding sentence, and for the avoidance of doubt, in addition to any other Person or Persons that may be considered to possess control, (x) a partnership shall be considered controlled by a general partner or managing general partner thereof, (y) a limited liability company shall be considered controlled by a managing member of such limited liability company and (z) a trust or estate shall be considered controlled by any trustee, executor, personal representative, administrator or any other Person or Persons having authority over the control, management or disposition of the income and assets therefrom.

3. The text of Section 9.01(a) of the Credit Agreement is hereby amended by (i) deleting the text “Within 30 days after the end of each fiscal month (other than each fiscal month ending March 31st, June 30th, September 30th and December 31st) of the Company (commencing with the fiscal month ending January 31, 2011),” appearing therein and (ii) inserting the text “Within 30 days after the end of any fiscal month (other than a fiscal month ending March 31st, June 30th, September 30th or December 31st) of the Company in which Excess Availability on any date in such fiscal month is less than 25.0% of Availability,” in lieu thereof.

4. Section 10.02 of the Credit Agreement is hereby amended by (i) deleting the word “and” appearing at the end of clause (p) thereof, (ii) deleting the period appearing at the end of clause (q) thereof and inserting “;and” in lieu thereof and (iii) inserting the following new clause (r) immediately following such clause (q): “(r) the Company and its Subsidiaries may dispose of property (other than ABL Priority Collateral) to the extent that (i) such property is exchanged for credit against the purchase price of similar replacement property that is promptly thereafter purchased or (ii) the proceeds of such disposition are promptly applied to the purchase price of similar replacement property.”

**PART II. Miscellaneous Provisions.**

1. In order to induce the Lenders to enter into this First Amendment, each of the Holding Companies, the Company, the other Borrowers and the Subsidiary Guarantors hereby represents and warrants that (i) no Default or Event of Default exists as of the First Amendment Effective Date (as defined herein), both immediately before and after giving effect to this First Amendment, and (ii) all of the representations and warranties contained in the Credit Agreement and in the other Credit Documents are true and correct in all material respects on the First Amendment Effective Date, both immediately before and after giving effect to this First Amendment, with the same effect as though such representations and warranties had been made on and as of the First Amendment Effective Date (it being understood and agreed that (i) any representation or warranty which by its terms is made as of a specified date shall be true and correct in all material respects only as of such specified date and (ii) any representation or warranty that is qualified as to “materiality,” “Material Adverse Effect” or similar language shall be true and correct in all respects).

2. The Credit Agreement is modified only by the express provisions of this First Amendment and this First Amendment shall not constitute a modification, acceptance or waiver of any other provision of the Credit Agreement or any other Credit Document.

3. This First Amendment may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which counterparts when executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. A complete set of counterparts shall be lodged with the Company and the Administrative Agent.

**4. THIS FIRST AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.**

5. This First Amendment shall become effective on the date (the “First Amendment Effective Date”) when:

(i) the Holding Companies, the Company, the other Borrowers, the Subsidiary Guarantors and the Required Lenders shall have signed a counterpart hereof (whether the same or different counterparts) and shall have delivered (including by way of facsimile or other electronic transmission) the same to White & Case LLP, 1155 Avenue of the Americas, New York, NY 10036; Attention: Robert Huza (facsimile number: 212-354-8113 / email: [robert.huza@whitecase.com](mailto:robert.huza@whitecase.com));

(ii) Carl Icahn and his majority and controlled Affiliates shall have acquired at least 35.0% of the Equity Interests of Parent having the right to vote for the election of members of the Board of Directors of Parent;



(iii) the Administrative Agent shall have received from the Borrower, on behalf of each Lender which has executed and submitted to the Administrative Agent a counterpart of its signature page hereto at or prior to 5:00 p.m. (New York time), on May 4, 2012, an amendment fee equal to 0.15% of the amount of the Revolving Loan Commitment of such Lender as of such date; and

(iv) the Borrower shall have paid the outstanding fees and expenses of the Administrative Agent and its affiliates (including the reasonable fees and expenses of White & Case LLP) in connection with the First Amendment and the Credit Agreement.

6. From and after the First Amendment Effective Date, all references in the Credit Agreement and each of the other Credit Documents to the Credit Agreement shall be deemed to be references to the Credit Agreement as modified hereby.

\* \* \*

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute and deliver this First Amendment as of the date first above written.

COFFEYVILLE RESOURCES, LLC

By: /s/ Frank A. Pici  
Name: Frank A. Pici  
Title: Chief Financial Officer

COFFEYVILLE PIPELINE, INC.

By: /s/ Frank A. Pici  
Name: Frank A. Pici  
Title: Chief Financial Officer

COFFEYVILLE REFINING & MARKETING, INC.

By: /s/ Frank A. Pici  
Name: Frank A. Pici  
Title: Chief Financial Officer

COFFEYVILLE NITROGEN FERTILIZERS, INC.

By: /s/ Frank A. Pici  
Name: Frank A. Pici  
Title: Chief Financial Officer

COFFEYVILLE CRUDE TRANSPORTATION, INC.

By: /s/ Frank A. Pici  
Name: Frank A. Pici  
Title: Chief Financial Officer

*signature page to First Amendment to Credit Agreement*

COFFEYVILLE TERMINAL, INC.

By: /s/ Frank A. Pici  
Name: Frank A. Pici  
Title: Chief Financial Officer

CL JV HOLDINGS, LLC

By: /s/ Frank A. Pici  
Name: Frank A. Pici  
Title: Chief Financial Officer

COFFEYVILLE RESOURCES PIPELINE, LLC

By: /s/ Frank A. Pici  
Name: Frank A. Pici  
Title: Chief Financial Officer

COFFEYVILLE RESOURCES REFINING & MARKETING,  
LLC

By: /s/ Frank A. Pici  
Name: Frank A. Pici  
Title: Chief Financial Officer

COFFEYVILLE RESOURCES CRUDE TRANSPORTATION,  
LLC

By: /s/ Frank A. Pici  
Name: Frank A. Pici  
Title: Chief Financial Officer

*Signature page to First Amendment to Credit Agreement*

COFFEYVILLE RESOURCES TERMINAL, LLC

By: /s/ Frank A. Pici  
Name: Frank A. Pici  
Title: Chief Financial Officer

GARY-WILLIAMS ENERGY COMPANY, LLC

By: /s/ Frank A. Pici  
Name: Frank A. Pici  
Title: Chief Financial Officer

WYNNEWOOD REFINING COMPANY, LLC

By: /s/ Frank A. Pici  
Name: Frank A. Pici  
Title: Chief Financial Officer

COFFEYVILLE FINANCE, INC.

By: /s/ Frank A. Pici  
Name: Frank A. Pici  
Title: Chief Financial Officer

CVR GP, LLC

By: /s/ Frank A. Pici  
Name: Frank A. Pici  
Title: Chief Financial Officer

*Signature page to First Amendment to Credit Agreement*

DEUTSCHE BANK TRUST COMPANY AMERICAS,  
Individually and as Administrative Agent

By: /s/ Stephen R. Lapidus

Name: Stephen R. Lapidus

Title: Director

By: /s/ Frank Fazio

Name: Frank Fazio

Title: Managing Director

*Signature page to First Amendment to Credit Agreement*

SIGNATURE PAGE TO FIRST AMENDMENT TO CREDIT AGREEMENT, DATED AS OF THE FIRST DATE WRITTEN ABOVE, AMONG THE HOLDING COMPANIES, THE COMPANY, THE OTHER BORROWERS, THE SUBSIDIARY GUARANTORS, VARIOUS LENDERS AND DEUTSCHE BANK TRUST COMPANY AMERICAS, AS ADMINISTRATIVE AGENT

NAME OF INSTITUTION:

JPMorgan Chase Bank, N.A.

By: /s/ J. Devin Mock

Name: J. Devin Mock

Title: Authorized Officer

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NAME OF INSTITUTION:

Wells Fargo Capital Finance, LLC

By: /s/ Matt Harbour

Name: Matt Harbour

Title: Vice President

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NAME OF INSTITUTION:

SunTrust Bank

By: /s/ Christopher M. Waterstreet

Name: Christopher M. Waterstreet

Title: Vice President

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NAME OF INSTITUTION:

THE ROYAL BANK OF SCOTLAND plc

By: /s/ Brian D. Williams

Name: Brian D. Williams

Title: Vice President

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NAME OF INSTITUTION:

PNC Bank, National Association

By: /s/ Jeffrey Marchetti

Name: Jeffrey Marchetti

Title: Officer

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NAME OF INSTITUTION:

BARCLAYS BANK PLC

By: /s/ Vanessa A. Kurbatskiy

Name: Vanessa A. Kurbatskiy

Title: Vice President

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NAME OF INSTITUTION:

Amegy Bank, National Association

By: /s/ William B. Robinson

Name: William B. Robinson

Title: Vice President

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NAME OF INSTITUTION:

Fifth Third Bank

By: /s/ Kirk Wolverton

Name: Kirk Wolverton

Title: Vice President

*Signature page to First Amendment to Credit Agreement*

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NAME OF INSTITUTION:

Capital One, National Association

By: /s/ Matthew L. Molero

Name: Matthey L. Molero

Title: Vice President

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NAME OF INSTITUTION:

COMERICA BANK

By: /s/ L.J. Perenyi

Name: L.J. Perenyi

Title: Vice President

*Signature page to First Amendment to Credit Agreement*

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NAME OF INSTITUTION:

Flagstar Bank, FSB

By: /s/ Willard D. Dickerson, Jr.

Name: Willard D. Dickerson, Jr.

Title: Senior Vice President

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NAME OF INSTITUTION:

CITY NATIONAL BANK, a national banking association:

By: /s/ Brent Phillips

Name: Brent Phillips

Title: Vice President

*Signature page to First Amendment to Credit Agreement*