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

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported): January 16, 2013

CVR ENERGY, INC.

(Exact name of registrant as specified in its charter)

Delaware	**001-33492**	**61-1512186**
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(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

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))

Item 1.01 Entry into a Material Definitive Agreement.

CVR Energy, Inc. ("CVR Energy") indirectly owns a majority of the common units representing limited partner interests in CVR Refining, LP (the "Partnership"). In addition, CVR Energy also indirectly owns CVR Refining GP, LLC, the general partner of the Partnership (the "General Partner"), CVR Refining Holdings, LLC ("CVR Refining Holdings"), CVR Refining Holdings Sub, LLC ("CVR Refining Holdings Sub") and Coffeyville Resources, LLC ("Coffeyville Resources").

Underwriting Agreement

On January 16, 2013, the Partnership entered into an Underwriting Agreement by and among the Partnership, the General Partner, CVR Refining Holdings and Coffeyville Resources, on one hand, and Credit Suisse Securities (USA), LLC and Citigroup Global Markets, Inc., as representatives of the several underwriters named therein (the "Underwriters"), on the other hand, relating to the sale of common units representing limited partner interests in the Partnership (the "Common Units"). The Underwriting Agreement provides for the offer and sale (the "Offering") by the Partnership, and purchase by the Underwriters, of 24,000,000 Common Units (the "Firm Units") including 4,000,000 Firm Units sold to Icahn Enterprises Holdings L.P. ("IEP Holdings"), an affiliate of Icahn Enterprises, L.P. ("Icahn Enterprises") at a price of $25.00 per Common Unit. The per Common Unit purchase price, net of discounts, commissions and structuring fees, of $23.50 excludes the Firm Units purchased by IEP Holdings, for which the underwriters did not receive such discounts, commissions or structuring fees. Pursuant to the Underwriting Agreement, the Partnership also granted the Underwriters a 30-day option to purchase up to an additional 3,600,000 Common Units. The material terms of the Offering are described in the prospectus, dated January 16, 2013 (the "Prospectus"), filed by the Partnership with the Securities and Exchange Commission (the "Commission") on January 18, 2013, pursuant to Rule 424(b) under the Securities Act of 1933, as amended (the "Securities Act"). The Offering is registered with the Commission pursuant to a Registration Statement on Form S-1, as amended (File No. 333-184200), initially filed by the Partnership on October 1, 2013, and a Registration Statement on Form S-1 (File No. 333-186066), as filed by the Partnership on January 16, 2013, pursuant to Rule 462(b) of the Securities Act.

The Underwriting Agreement contains customary representations and warranties, agreements and obligations, conditions to closing and termination provisions. The Partnership, the General Partner, CVR Refining Holdings and Coffeyville Resources have agreed to indemnify the Underwriters against certain liabilities, including liabilities under the Securities Act, and to contribute to payments the Underwriters may be required to make because of any of those liabilities.

The Offering of the Firm Units closed on January 23, 2013, and the Partnership received proceeds from the Offering of approximately $569 million (net of underwriting discounts, structuring fees, estimated offering expenses and expense reimbursements).

The foregoing description is qualified in its entirety by reference to the full text of the Underwriting Agreement, which is attached as Exhibit 1.1 to this Current Report on Form 8-K and incorporated in this Item 1.01 by reference.

Reorganization Agreement

On January 16, 2013, the Partnership entered into a reorganization agreement (the "Reorganization Agreement") by and among the Partnership, the General Partner, CVR Refining Holdings and CVR Refining Holdings Sub, whereby CVR Refining Holdings agreed to contribute, if necessary, an amount of cash such that the Partnership would have approximately $340 million of cash on hand at the closing of the Offering (excluding cash to be used to repurchase the 10.875% Senior Secured Notes due 2017 issued by Coffeyville Resources) and the Partnership agreed, if it had cash in excess of such amount, to distribute an amount of cash equal to such excess to CVR Refining Holdings.

In addition, pursuant to the Reorganization Agreement, the Partnership agreed (i) to issue, immediately prior to the closing of the Offering, 119,988,000 Common Units to CVR Refining Holdings and 12,000 Common Units to CVR Refining Holdings Sub; and (ii) to issue any Common Units not purchased by the Underwriters pursuant to their option to purchase additional Common Units and to distribute the net proceeds (after deducting discounts and commissions) from any exercise of such option to CVR Refining Holdings.

The foregoing description is qualified in its entirety by reference to the full text of the Reorganization Agreement, which is attached as Exhibit 10.1 to this Current Report on Form 8-K and incorporated in this Item 1.01 by reference.

Long-Term Incentive Plan

On January 16, 2013, the board of directors of the General Partner adopted the CVR Refining, LP Long-Term Incentive Plan (the "LTIP") for the employees, consultants and directors of the General Partner and its affiliates who perform services for the Partnership. The LTIP allows (as determined by the board of directors of our general partner or an alternative committee appointed by the board of our general partner (as described below)) for the provision of grants of (1) unit options, (2) unit appreciation rights, (3) restricted units, (4) phantom units, (5) unit awards, (6) substitute awards, (7) other unit-based awards, (8) cash awards, (9) performance awards, and (10) distribution equivalent rights.

The foregoing description is qualified in its entirety by reference to the full text of the LTIP, which is attached as Exhibit 10.2 to this Current Report on Form 8-K and incorporated in this Item 1.01 by reference.

Relationships

Each of the General Partner, CVR Refining Holdings and CVR Refining Holdings Sub is an indirect wholly owned subsidiary of CVR Energy. As a result, certain individuals, including officers and directors of the General Partner or CVR Energy, serve as officers and/or directors of more than one of such other entities.

Certain of the Underwriters and their affiliates have in the past, and may in the future, perform investment banking, commercial banking, advisory and other services for the Partnership and its affiliates from time to time for which they have received, and may in the future receive, customary fees and expenses.

As more fully described in the section "Certain Relationships and Related Party Transactions" of the Prospectus, which is incorporated herein by reference, following this Offering, CVR Energy will indirectly own approximately 83.7% of the Partnership's outstanding Common Units, assuming no exercise of the Underwriters' option to purchase additional Common Units (or 81.3% of the outstanding Common Units if the Underwriters exercise their option to purchase additional Common Units in full). The General Partner owns a non-economic general partner interest in the Partnership. In addition, IEP Holdings will own approximately 2.7% of the Partnership's outstanding Common Units following the Offering. Icahn Enterprises is the majority stockholder of CVR Energy.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; appointment of certain Officers; Compensatory Arrangements of Certain Officers.

The description of the LTIP above under Item 1.01 and attached hereto as Exhibit 10.2 is incorporated in this Item 5.02 by reference.

Item 7.01. Regulation FD Disclosure.

On January 23, 2013, the Partnership issued a press release announcing the closing of its initial public offering, which is attached as Exhibit 99.1 to this Current Report on Form 8-K and incorporated in this Item 7.01 by reference. In accordance with General Instruction B.2 of Form 8-K, the information set forth in this Item 7.01 is deemed to be furnished and shall not be deemed to be "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number	Description of the Exhibit
1.1	Underwriting Agreement, dated as of January 16, 2013, by and among CVR Refining, LP, CVR Refining GP, LLC, CVR Refining Holdings, LLC, Coffeyville Resources, LLC and Credit Suisse Securities (USA), LLC and Citigroup Global Markets, Inc.
10.1	Reorganization Agreement, dated as of January 16, 2013, by and among CVR Refining, LP, CVR Refining GP, LLC, CVR Refining Holdings, LLC and CVR Refining Holdings Sub, LLC
10.2	CVR Refining, LP Long-Term Incentive Plan
99.1	Press Release, dated January 23, 2013.

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: January 23, 2013

CVR ENERGY, INC.

By: /s/ Susan M. Ball
Susan M. Ball
Chief Financial Officer and Treasurer

24,000,000 Common Units

CVR Refining, LP

Common Units Representing Limited Partner Interests

UNDERWRITING AGREEMENT

January 16, 2013

CREDIT SUISSE SECURITIES (USA) LLC
CITIGROUP GLOBAL MARKETS INC.
As Representatives of the
several Underwriters named in Schedule A,
c/o Credit Suisse Securities (USA) LLC,
Eleven Madison Avenue,
New York, N.Y. 10010-3629

Ladies and Gentlemen:

1. *Introductory*. CVR Refining, LP, a Delaware limited partnership (the "**Partnership**"), agrees with the several Underwriters named in Schedule A hereto (the "**Underwriters**") pursuant to the terms of this agreement (this "**Agreement**") to issue and sell to the several Underwriters 24,000,000 common units ("**Firm Units**") representing limited partner interests in the Partnership (the "**Common Units**") and also proposes to issue and sell to the Underwriters, at the option of the Underwriters, an aggregate of not more than 3,600,000 Common Units (the "**Optional Units**") as set forth below. The Firm Units and the Optional Units, if purchased, are herein collectively called the "**Offered Units.**" The Partnership hereby acknowledges that, in connection with the proposed offering of the Offered Units, it has requested UBS Financial Services Inc. ("**UBS-FinSvc**") to administer a directed unit program (the "**Directed Unit Program**") under which up to 2,400,000 Firm Units, or 10.0% of the Firm Units to be purchased by the Underwriters (the "**Reserved Units**"), shall be reserved for sale by UBS-FinSvc at the initial public offering price to the Partnership's directors, officers, employees and other parties associated with the Partnership (collectively, the "**Directed Unit Participants**") as part of the distribution of the Offered Units by the Underwriters, subject to the terms of this Agreement, the applicable rules, regulations and interpretations of the Financial Industry Regulatory Authority, Inc. ("**FINRA**") and all other applicable laws, rules and regulations. The number of Offered Units available for sale to the general public will be reduced to the extent that Directed Unit Participants purchase Reserved Units. The Underwriters may offer any Reserved Units not purchased by Directed Unit Participants to the general public on the same basis as the other Offered Units being issued and sold hereunder. The Partnership has supplied UBS-FinSvc with the names, addresses and telephone numbers of the individuals or other entities which the Partnership has designated to be participants in the Directed Unit Program. It is understood that any number of those so designated to participate in the Directed Unit Program may decline to do so.

It is understood and agreed by all parties hereto that the Partnership was recently formed to acquire a 100% interest in each of the entities indirectly owned by CVR Energy, Inc., a Delaware corporation (the "**Sponsor**"), that own petroleum refining and related logistics assets, as described more particularly in the General Disclosure Package, the Statutory Prospectus and the Contribution Agreement (as such terms are hereinafter defined).

It is further understood and agreed to by the parties hereto that prior to the date hereof the following transactions (the "**Prior Transactions**") occurred:

(a) Coffeyville Resources, LLC, a Delaware limited liability company ("**Coffeyville Resources**"), formed CVR Refining Holdings, LLC, a Delaware limited liability company ("**CVR Holdings**");

(b) CVR Holdings formed CVR Refining GP, LLC, a Delaware limited liability company and the general partner of the Partnership (the "**General Partner**");

(c) CVR Holdings and the General Partner formed the Partnership and the Partnership issued to CVR Holdings and the General Partner a 100% limited partner interest and a non-economic general partner interest;

(d) CVR Holdings formed CVR Refining, LLC ("**Refining LLC**"), a Delaware limited liability company;

(e) Coffeyville Resources contributed the Operating Subsidiaries (as defined herein), as well as its equity interests in Coffeyville Finance Inc., a Delaware corporation ("**FinanceCo**"), to Refining LLC;

(f) Coffeyville Resources, the Partnership, Refining LLC and certain of their affiliates entered into a $400.0 million amended and restated ABL credit agreement (the "**Credit Agreement**"), with a group of lenders and Wells Fargo Bank, National Association as administrative agent and collateral agent, that amended and restated Coffeyville Resources' existing $400.0 million asset-based revolving credit facility;

(g) CVR Holdings contributed, pursuant to a Contribution Agreement by and among CVR Holdings, the General Partner, Refining LLC, Holdings Sub (as defined herein) and the Partnership (the "**Contribution Agreement**") its 100% membership interest in Refining LLC to the Partnership, and CVR Holdings contributed a 0.01% limited partner interest in the Partnership to its wholly owned subsidiary, CVR Refining Holdings Sub, LLC ("**Holdings Sub**"); and

(h) The Partnership, the General Partner and the Sponsor entered into a services agreement (the "**Services Agreement**"), which addresses certain management and other services that the Partnership and the General Partner will receive from the Sponsor.

It is further understood and agreed to by the parties hereto that, as described in the General Disclosure Package and the Statutory Prospectus (each as hereinafter defined), the following transactions will occur at or prior to the closing of the offering of the Firm Units on the First Closing Date (as hereinafter defined):

(a) The Partnership will recharacterize CVR Holdings' and Holdings Sub's 99.99% and 0.01% limited partner interests into 119,988,000 and 12,000 Common Units, respectively, pursuant to a Reorganization Agreement (the "**Reorganization Agreement**") and CVR Holdings shall cause the Net Contribution (as such term is defined in the Reorganization Agreement) to occur, if it entails a contribution to the Partnership;

(b) The Partnership will enter into a new $150 million senior secured revolving credit facility with Coffeyville Resources as the lender (the "**Intercompany Credit Facility**");

(c) The Partnership will become a guarantor of the $500 million 6.500% Second Lien Senior Secured Notes (the "**Notes**") issued by Refining LLC and FinanceCo;

(d) The General Partner, CVR Holdings and Holdings Sub will enter into the First Amended & Restated Agreement of Limited Partnership of the Partnership (as it may be amended from time to time, the "**A&R Partnership Agreement**");

The transactions contemplated above are referred to herein as the "**Transactions**." The Credit Agreement, Intercompany Credit Facility, Contribution Agreement and Reorganization Agreement are collectively referred to herein as the "**Transaction Documents**." The Partnership, the General Partner and CVR Holdings are collectively called the "**Partnership Parties**." Wynnewood Energy Company, LLC, Wynnewood Refining Company, LLC, Coffeyville Resources Refining & Marketing, LLC, Coffeyville Resources Crude Transportation, LLC, Coffeyville Resources Terminal, LLC and Coffeyville Resources Pipeline, LLC are collectively called the "**Operating Subsidiaries**." The Partnership Parties, the Operating Subsidiaries and FinanceCo are collectively called the "**Partnership Entities**."

The "**Organizational Agreements**" shall mean the Limited Liability Company Agreement of the General Partner (the "**General Partner Agreement**") and the A&R Partnership Agreement. The Organizational Agreements and the Transaction Documents are collectively called the "**Operative Agreements**."

2. *Representations and Warranties of the Partnership Parties and Coffeyville Resources*. Each of the Partnership Parties and Coffeyville Resources jointly and severally represent and warrant to, and agree with, the several Underwriters that:

(a) *Filing and Effectiveness of Registration Statement; Certain Defined Terms*. The Partnership has filed with the Securities and Exchange Commission (the "**Commission**") a registration statement on Form S-1 (No. 333-184200) covering the registration of the Offered Units under the Securities Act of 1933, as amended (the "**Act**"), including a related preliminary prospectus or prospectuses. At any particular time, this initial registration statement, in the form then on file with the Commission, including all information contained in the registration statement (if any) pursuant to Rule 462(b) and then deemed to be a part of the initial registration statement, and all 430A Information and all 430C Information, that in any case has not then been superseded or modified, shall be referred to as the "**Initial Registration Statement**." The Partnership may also have filed, or may file with the Commission, a Rule 462(b) registration statement covering the registration of the Offered Units. At any particular time, this Rule 462(b) registration statement, in the form then on file with the Commission, including the contents of the Initial Registration Statement incorporated by reference therein and including all 430A Information and all 430C Information, that in any case has not then been superseded or modified, shall be referred to as the "**Additional Registration Statement**".

As of the time of execution and delivery of this Agreement, the Initial Registration Statement has been declared effective under the Act and is not proposed to be amended. Any Additional Registration Statement has or will become effective upon filing with the Commission pursuant to Rule 462(b).

For purposes of this Agreement:

"**430A Information**," with respect to any registration statement, means information included in a prospectus and retroactively deemed to be a part of such registration statement pursuant to Rule 430A(b).

"**430C Information**," with respect to any registration statement, means information included in a prospectus then deemed to be a part of such registration statement pursuant to Rule 430C.

"**Act**" means the Securities Act of 1933, as amended.

"**Applicable Time**" means 5:30 P.M (New York time) on the date of this Agreement.

"**Closing Date"** has the meaning defined in Section 3 hereof.

"**Commission**" means the Securities and Exchange Commission.

"**Effective Time**" with respect to the Initial Registration Statement or, if filed prior to the execution and delivery of this Agreement, the Additional Registration Statement, means the date and time as of which such Registration Statement was declared effective by the Commission or has become effective upon filing pursuant to Rule 462(c), as the case may be. If an Additional Registration Statement has not been filed prior to the execution and delivery of this Agreement but the Partnership has advised the Representatives that it proposes to file one, "**Effective Time**" with respect to such Additional Registration Statement means the date and time as of which such Registration Statement is filed and becomes effective pursuant to Rule 462(b).

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended.

"**Final Prospectus**" means the final Statutory Prospectus in the form filed pursuant to Rule 424(b) of the Act.

"**General Use Issuer Free Writing Prospectus**" means any Issuer Free Writing Prospectus that is intended for general distribution to prospective investors, as evidenced by its being so specified in Schedule B to this Agreement.

"**Issuer Free Writing Prospectus**" means any "issuer free writing prospectus," as defined in Rule 433, relating to the Offered Units in the form filed or required to be filed with the Commission or, if not required to be filed, in the form retained in the Partnership's records pursuant to Rule 433(g).

"**Limited Use Issuer Free Writing Prospectus**" means any Issuer Free Writing Prospectus that is not a General Use Issuer Free Writing Prospectus.

The Initial Registration Statement and the Additional Registration Statement are referred to collectively as the "**Registration Statements**" and individually as a "**Registration Statement**". A "**Registration Statement**" with reference to a particular time means the Initial Registration Statement and any Additional Registration Statement as of such time. A "**Registration Statement**" without reference to a time means such Registration Statement as of its Effective Time. For purposes of the foregoing definitions, 430A Information with respect to a Registration Statement shall be considered to be included in such Registration Statement as of the time specified in Rule 430A.

"**Rules and Regulations**" means the rules and regulations of the Commission.

"**Statutory Prospectus**" with reference to a particular time means the prospectus included in a Registration Statement immediately prior to that time, including any 430A Information or 430C Information with respect to such Registration Statement. For purposes of the foregoing definition, 430A Information shall be considered to be included in the Statutory Prospectus as of the actual time that form of prospectus is filed with the Commission pursuant to Rule 424(b) or Rule 462(c) and not retroactively.

Unless otherwise specified, a reference to a "rule" is to the indicated rule under the Act.

(b) *Compliance with Securities Act Requirements*. (i) (A) At their respective Effective Times, and (B) on each Closing Date, each of the Registration Statements conformed and will conform in all material respects to the requirements of the Act and the Rules and Regulations (ii) at their respective Effective Times, the Registration Statements did not and, as amended or supplemented, if applicable, will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading, (ii) on its date, at the time of filing of the Final Prospectus pursuant to Rule 424(b) or (if no such filing is required) at the Effective Time of the Additional Registration Statement in which the Final Prospectus is included, and on each Closing Date, the Final Prospectus will conform in all respects to the requirements of the Act and the Rules and Regulations and will not

contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and (iii) on the date of this Agreement, at their respective Effective Times or issue dates and on each Closing Date, each Registration Statement, the Final Prospectus, any Statutory Prospectus, any prospectus wrapper and any Issuer Free Writing Prospectus complied or comply, and such documents and any further amendments or supplements thereto will comply, with any applicable laws or regulations of foreign jurisdictions in which the Final Prospectus, any Statutory Prospectus, any prospectus wrapper or any Issuer Free Writing Prospectus, as amended or supplemented, if applicable, are distributed in connection with the Directed Unit Program. The preceding sentence does not apply to statements in or omissions from any such document based upon written information furnished to the Partnership by any Underwriter through the Representatives specifically for use therein, it being understood and agreed that the only such information is that described as such in Section 8(b) hereof.

(c) *Ineligible Issuer Status*. (i) At the time of initial filing of the Initial Registration Statement and (ii) at the date of this Agreement, the Partnership was not and is not an "ineligible issuer," as defined in Rule 405.

(d) *General Disclosure Package*. As of the Applicable Time, neither (i) the General Use Issuer Free Writing Prospectus(es) issued at or prior to the Applicable Time and, the preliminary prospectus, dated January 8, 2013 (which is the most recent Statutory Prospectus distributed to investors generally) and the other information, if any, stated in Schedule B to this Agreement to be included in the General Disclosure Package, all considered together (collectively, the "**General Disclosure Package**"), nor (ii) any individual Limited Use Issuer Free Writing Prospectus, when considered together with the General Disclosure Package, contained any untrue statement of a material fact or omitted to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The preceding sentence does not apply to statements in or omissions from any Statutory Prospectus or any Issuer Free Writing Prospectus in reliance upon and in conformity with written information furnished to the Partnership by any Underwriter through the Representatives specifically for use therein, it being understood and agreed that the only such information furnished by any Underwriter consists of the information described as such in Section 8(b) hereof.

(e) Issuer Free Writing Prospectuses. Each Issuer Free Writing Prospectus, as of its issue date and at all subsequent times through the completion of the public offer and sale of the Offered Units or until any earlier date that the Partnership notified or notifies Credit Suisse Securities (USA) LLC and Citigroup Global Markets, Inc. (together, the "**Representatives**"), did not, does not and will not include any information that conflicted, conflicts or will conflict with the information then contained in the Registration Statement.

(f) *Good standing of the Partnership Entities*. Each of the Partnership Entities has been duly formed and is validly existing as a limited partnership, limited liability company or corporation and in good standing under the laws of the State of Delaware, with limited partnership, limited liability company or corporate power and authority to own its properties and conduct its business as described in the General Disclosure Package; and each of the Partnership Entities is duly qualified to do business as a foreign limited partnership, limited liability company or corporation in good standing in all other jurisdictions in which its ownership or lease of property or the conduct of its business requires such qualification, except where the failure to be so qualified would not, individually or in the aggregate, have a material adverse effect on the condition (financial or otherwise), results of operations, business, properties or prospects of the Partnership Entities taken as a whole ("**Material Adverse Effect**").

(g) *General Partner*. The General Partner has, and at each Closing Date, will have, full limited liability company power and authority to act as the general partner of the Partnership in all material respects as described in the General Disclosure Package.

(h) *Ownership*.

(i) Coffeyville Resources owns 100% of the membership interests in CVR Holdings; such membership interests are duly authorized and validly issued in accordance with the Limited Liability Company Agreement of CVR Holdings (the "**CVR Holdings Agreement**") and are fully paid (to the extent required under the CVR Holdings Agreement) and nonassessable (except as such nonassessability may be affected by matters described in Sections 18-607 and 18-804 of the Delaware LLC Act); and Coffeyville Resources owns such Membership Interests free and clear of all Liens, except for Liens described in the General Disclosure Package.

(ii) CVR Holdings owns 100% of the membership interests in the General Partner; such membership interests are duly authorized and validly issued in accordance with the General Partner Agreement and are fully paid (to the extent required under the General Partner Agreement) and nonassessable (except as such nonassessability may be affected by matters described in Sections 18-607 and 18-804 of the Delaware Limited Liability Company Act (the "**Delaware LLC Act**"); and CVR Holdings owns such membership interests free and clear of all liens, encumbrances, security interests, charges or claims ("**Liens**"), except for Liens described in the General Disclosure Package.

(iii) The General Partner is, and at each applicable Closing Date, will be the sole general partner of the Partnership, with a non-economic general partner interest in the Partnership (the "**GP Interest**"); such GP Interest has been duly authorized and validly issued in accordance with the A&R Partnership Agreement and the General Partner owns such GP Interest free and clear of all Liens, except for Liens described in the General Disclosure Package.

(iv) On or prior to the First Closing Date, the Partnership will own 100% of the membership interests in Refining LLC; such membership interests are duly authorized and validly issued in accordance with the Limited Liability Company Agreement of Refining LLC (the "**Refining LLC Agreement**") and are fully paid (to the extent required under the Refining LLC Agreement) and nonassessable (except as such nonassessability may be affected by matters described in Sections 18-607 and 18-804 of the Delaware LLC Act); and the Partnership will own such membership interests free and clear of all Liens, except for Liens described in the General Disclosure Package.

(v) Refining LLC owns 100% of the membership interests in each of the Operating Subsidiaries; such membership interests are duly authorized and validly issued in accordance with the Limited Liability Company Agreement of the applicable Operating Subsidiary (each an "**Operating Subsidiary Agreement**") and are fully paid (to the extent required under the applicable Operating Subsidiary Agreement) and nonassessable (except as such nonassessability may be affected by matters described in Sections 18-607 and 18-804 of the Delaware LLC Act); and Refining LLC owns such membership interests free and clear of all Liens, except for Liens described in the General Disclosure Package.

(vi) Refining LLC owns 100% of the capital stock in FinanceCo; such capital stock has been duly authorized and validly issued in accordance with the certificate of incorporation of FinanceCo and is fully paid and nonassessable; and Refining LLC owns such capital stock free and clear of all Liens, except for Liens described in the General Disclosure Package.

(i) *Offered Units*. Immediately prior to the First Closing Date, the Offered Units and all other outstanding Common Units of the Partnership will have been duly authorized; the Offered Units will have been, validly issued, fully paid (to the extent required under the A&R Partnership Agreement) and nonassessable (except as such nonassessability may be affected by matters described in Sections 17-303, 17-607 and 17-804 of the Delaware Revised Uniform Limited Partnership Act (the "**Delaware LP Act**")), will conform to the information in the General Disclosure Package and to the description of such Offered Units contained in the Final Prospectus; the unitholders of the Partnership will have no preemptive rights with respect to the Common Units except as described in the General Disclosure Package; and none of the outstanding Common Units of the Partnership will have been issued in violation of any preemptive or similar rights of any security holder.

(j) *No Finder's Fee*. Except as disclosed in the General Disclosure Package, there are no contracts, agreements or understandings between any of the Partnership Parties and any person that would give rise to a valid claim against any Partnership Party or any Underwriter for a brokerage commission, finder's fee or other like payment in connection with this offering.

(k) *Registration Rights*. Except as disclosed in the General Disclosure Package, there are no contracts, agreements or understandings between any of the Partnership Parties and any person granting such person the right to require such Partnership Party to file a registration statement under the Act with respect to any securities of such Partnership Party owned or to be owned by such person or to require such Partnership Party to include such securities in the securities registered pursuant to a Registration Statement or in any securities being registered pursuant to any other registration statement filed by the Partnership under the Act (collectively, "**registration rights**").

(l) *Listing*. The Offered Units have been approved for listing on The New York Stock Exchange (the "**NYSE**"), subject to notice of issuance.

(m) *Absence of Further Requirements*. No consent, approval, authorization, or order of, or filing or registration with any governmental agency or body or any court is required for the consummation of the transactions contemplated by this Agreement in connection with the offering, issuance and sale of the Offered Units by the Partnership, except such as have been obtained and as may be required under state or foreign securities laws, the NYSE or the rules and regulations of the Financial Industry Regulatory Authority, Inc. ("**FINRA**") in connection with issuance and sale of the Offered Units by the Partnership. No authorization, consent, approval, license, qualification or order of, or filing or registration with any person (including any governmental agency or body or any court) in any foreign jurisdiction is required for the consummation of the transactions contemplated by this Agreement in connection with the offering, issuance and sale of the Reserved Units under the laws and regulations of such jurisdiction except such as have been obtained or made

(n) *Title to Property*. Except as disclosed in the General Disclosure Package or to the extent the failure to have title or the existence of such liens, charges, encumbrances, defects terms or provisions would not, individually or in the aggregate, have a Material Adverse Effect: (i) the Partnership Parties and their subsidiaries have good and marketable title to all real and personal properties and all other properties and assets owned by them, in each case free from liens, charges, encumbrances and defects (other than Permitted Liens) that would affect the value thereof or interfere with the use made or to be made thereof by them and (ii) the Partnership Parties and their subsidiaries hold any leased real or personal property under valid and enforceable leases with no terms or provisions that would interfere with the use made or to be made thereof by them.

(o) *Rights-of-Way*. The Partnership Parties and their subsidiaries have such consents, easements, rights-of-way or licenses from any person (collectively, "**rights-of-way**") as are necessary to enable the Partnership Parties to conduct their business as described in the General Disclosure Package, subject to the qualifications as may be set forth in the General Disclosure Package and except to the extent the failure to have such rights-of-way would not, individually or in the aggregate, have a Material Adverse Effect.

(p) *Absence of Defaults and Conflicts Resulting from Transaction*. The execution, delivery and performance of this Agreement, and the issuance and sale of the Offered Units will not result in a breach or violation of any of the terms and provisions of, or constitute a default or a Debt Repayment Triggering Event (as defined below) under, or result in the imposition of any lien, charge or encumbrance upon any property or assets of the Partnership Parties or any of their subsidiaries pursuant to (i) the charter, by-laws, certificate of formation, limited partnership agreement or limited liability company agreement, as applicable, of the Partnership Parties or any of their subsidiaries, (ii) any statute, rule, regulation or order of any governmental agency or body or any court, domestic or foreign, having jurisdiction over the Partnership Parties or any of their subsidiaries or any of their properties, or (iii) any agreement or instrument to which the Partnership Parties or any of their subsidiaries is a party or by which the Partnership Parties or any of their subsidiaries is bound or to which any of the properties of the Partnership Parties or any of their subsidiaries is subject, except, in the case of (ii) and (iii) as would not, individually or in the aggregate, have a Material Adverse Effect; a "**Debt Repayment Triggering Event**" means any event or condition that gives, or with the giving of notice or lapse of time would give, the holder of any note, debenture, or other evidence of indebtedness (or any person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or a portion of such indebtedness by the Partnership Parties or any of their subsidiaries.

(q) *Absence of Existing Defaults and Conflicts*. None of the Partnership Parties nor any of their subsidiaries is in violation (i) of its respective charter, by-laws, certificate of formation, limited partnership agreement or limited liability company agreement, (ii) in default (or with the giving of notice or lapse of time would be in default) under any existing obligation, agreement, covenant or condition contained in any indenture, loan agreement, mortgage, lease or other agreement or instrument to which any of them is a party or by which any of them is bound or to which any of the properties of any of them is subject, or (iii) in violation of any law or statute or any judgment, order, rule or regulation of any court or arbitrator or governmental or regulatory authority, except, in the case of (ii) and (iii) for such defaults or violations that would not, individually or in the aggregate, result in a Material Adverse Effect.

(r) Authorization of Agreement. This Agreement has been duly authorized, executed and delivered by each of the Partnership Parties and Coffeyville Resources.

(s) *Authorization of Operative Agreements*. At each applicable Closing Date:

(i) each of the Transaction Documents will have been duly authorized, executed and delivered by the Partnership Entities party thereto and will be a valid and legally binding agreement of such Partnership Entities, enforceable against such Partnership Entities in accordance with its terms.

(ii) the General Partner Agreement will have been duly authorized, executed and delivered by CVR Holdings and will be a valid and legally binding agreement of the General Partner and CVR Holdings, enforceable against the General Partner and CVR Holdings in accordance with its terms;

(iii) the A&R Partnership Agreement will have been duly authorized, executed and delivered by the General Partner and CVR Holdings and will be a valid and legally binding agreement of the General Partner and CVR Holdings, enforceable against the General Partner and CVR Holdings in accordance with its terms; and

(iv) the limited liability company agreements of each of the Operating Subsidiaries will have been duly authorized, executed and delivered by the members thereof and will be valid and legally binding agreements of the members thereof, enforceable against the members thereof and will be valid and legally binding agreements of the members thereof, enforceable against the members thereof in accordance with their respective terms.

provided, that, with respect to each such agreement, the enforceability thereof may be limited by (A) applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws relating to or affecting creditors' rights and remedies generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law) and (B) public policy, applicable law relating to fiduciary duties and indemnification and an implied covenant of good faith and fair dealing.

(t) *Possession of Licenses and Permits*. The Partnership Parties and their subsidiaries possess, and are in compliance with the terms of, all adequate certificates, authorizations, franchises, licenses and permits ("**Licenses**") necessary to the conduct of the business now conducted or proposed in the General Disclosure Package to be conducted by them, except to the extent the failure to comply with such Licenses would not, individually or in the aggregate, have a Material Adverse Effect, and the Partnership Parties and their subsidiaries have not received any notice of proceedings relating to the revocation or modification of any Licenses that, if determined adversely to the Partnership Parties or any of their subsidiaries, would individually or in the aggregate have a Material Adverse Effect.

(u) *Absence of Labor Dispute*. No labor dispute with the employees of the Partnership Parties or any of their subsidiaries exists or, to the knowledge of the Partnership Parties, is imminent that could have a Material Adverse Effect.

(v) *Possession of Intellectual Property*. The Partnership Parties and their subsidiaries own, possess or can acquire on reasonable terms, adequate trademarks, trade names and other rights to inventions, know-how, patents, copyrights, confidential information and other intellectual property (collectively, "**intellectual property rights**") necessary to conduct the business now operated by them, or presently employed by them, and have not received any notice of infringement of or conflict with asserted rights of others with respect to any intellectual property rights that, if determined adversely to the Partnership Parties or any of their subsidiaries, would individually or in the aggregate have a Material Adverse Effect.

(w) *Environmental Laws*. Except as disclosed in the General Disclosure Package and except as would not, individually or in the aggregate, have a Material Adverse Effect, (a)(i) none of the Partnership Parties or any of their subsidiaries is in violation of, or has any liability under, any federal, state, local or non-U.S. statute, law, rule, regulation, ordinance, code, other requirement or rule of law (including common law), or decision or order of any domestic or foreign governmental agency, governmental body or court, relating to pollution, to the use, handling, transportation, treatment, storage, discharge, disposal or release of Hazardous Substances, to the protection or restoration of the environment or natural resources (including biota), to health and safety including as such relates to exposure to Hazardous Substances, and to natural resource damages (collectively, "**Environmental Laws**"), (ii) no lien, charge, encumbrance or restriction (other than deed restrictions) has been recorded under any Environmental Law with respect to any real property owned, operated, leased or controlled by the Partnership Parties or any of their subsidiaries, (iii) none of the Partnership Parties or any of their subsidiaries has received notice that it has been identified as a potentially responsible party under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("**CERCLA**"), or any comparable state law, (iv) no property or facility of the Partnership Parties or any of their subsidiaries is (A) listed or proposed for listing on the National Priorities List under CERCLA or

is (B) listed in the Comprehensive Environmental Response, Compensation, Liability Information System List promulgated pursuant to CERCLA, or on any comparable list maintained by any state or local governmental authority, (v) none of the Partnership Parties or any of their subsidiaries is conducting or funding any investigation, remediation, remedial action or monitoring of actual or suspected Hazardous Substances in the environment, (vi) none of the Partnership Parties or any of their respective subsidiaries is subject to any pending claim by any governmental agency or governmental body or person relating to Environmental Laws, and (vii) the Partnership Parties and their subsidiaries have received and are in compliance with all permits, licenses, authorizations, identification numbers or other approvals required under applicable Environmental Laws to conduct their respective businesses; (b) to the knowledge of the Partnership Parties there are no facts or circumstances that would reasonably be expected to result in a violation of, liability under, or claim pursuant to any Environmental Law; and (c) in the ordinary course of its business, the Partnership Parties periodically evaluate the effect, including associated costs and liabilities, of Environmental Laws on the business, properties, results of operations and financial condition of it and its subsidiaries, and, on the basis of such evaluation, the Partnership Parties have reasonably concluded that such Environmental Laws will not, individually or in the aggregate, have a Material Adverse Effect. For purposes of this subsection "**Hazardous Substances**" means (A) petroleum and petroleum products, by-products or breakdown products, radioactive materials, asbestos-containing materials, polychlorinated biphenyls and toxic mold, and (B) any other chemical, material or substance defined or regulated as toxic or hazardous or as a pollutant, contaminant or waste under Environmental Laws.

(x) *Accurate Disclosure*. The statements in the General Disclosure Package and the Final Prospectus under the headings "Material Tax Consequences," "Description of the Common Units," "Business," "Management," "Certain Relationships and Related Party Transactions," "Conflicts of Interest and Fiduciary Duties" and "The Partnership Agreement," insofar as such statements summarize legal matters, agreements, documents or proceedings discussed therein, are accurate and fair summaries of such legal matters, agreements, documents or proceedings.

(y) *Absence of Manipulation*. The Partnership Parties and their affiliates have not taken, directly or indirectly, any action that is designed to or that has constituted or that would reasonably be expected to cause or result in the stabilization or manipulation of the price of any security of the Partnership Parties to facilitate the sale or resale of the Offered Units.

(z) *Statistical and Market-Related Data*. Any third-party statistical and market-related data included in a Registration Statement, a Statutory Prospectus or the General Disclosure Package are based on or derived from sources that the Partnership Parties and Coffeyville Resources believe to be reliable and accurate in all material respects.

(aa) *Internal Controls and Compliance with the Sarbanes-Oxley Act*. The Partnership maintains a system of internal controls, including, but not limited to, disclosure controls and procedures, internal controls over accounting matters and financial reporting, an internal audit function and legal and regulatory compliance controls (collectively, "**Internal Controls**") that are sufficient to provide reasonable assurances that (i) transactions are executed in accordance with management's general or specific authorizations, (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with U.S. Generally Accepted Accounting Principles and to maintain accountability for assets, (iii) access to assets is permitted only in accordance with management's general or specific authorization and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. Since the date of the last audited financial statements included in the General Disclosure Package, there has been no material weakness, change in Internal Controls or fraud involving management or other employees who have a significant role in Internal Controls.

(bb) *Litigation*. Except as disclosed in the General Disclosure Package, there are no pending actions, suits or proceedings (including any inquiries or investigations by any court or governmental agency or body, domestic or foreign) against or affecting the Partnership Parties, any of their subsidiaries or any of their respective properties that, if determined adversely to the Partnership Parties or any of their subsidiaries, would individually or in the aggregate have a Material Adverse Effect, or would materially and adversely affect the ability of the Partnership Parties to perform their obligations under this Agreement; and no such actions, suits or proceedings (including any inquiries or investigations by any court or governmental agency or body, domestic or foreign) are threatened or, to the Partnership Parties' knowledge, contemplated.

(cc) *Inapplicability of ERISA*. None of the Partnership Parties has incurred or is reasonably likely to incur any material liability under Title IV of the Employee Retirement Income Security Act of 1974, as amended.

(dd) *Financial Statements*. The financial statements included in each Registration Statement and the General Disclosure Package present fairly in all material respects the financial position of the Partnership and its consolidated subsidiaries as of the dates shown and their results of operations and cash flows for the periods shown, and such financial statements have been prepared in all material respects in conformity with the generally accepted accounting principles in the United States applied on a consistent basis; and the pro forma financial statements including the notes thereto, if any, included in the General Disclosure Package comply as to form in all material respects with the applicable accounting requirements of Regulation S-X under the Act and the assumptions used in preparing the pro forma financial statements included in each Registration Statement and the General Disclosure Package provide a reasonable basis for presenting the significant effects directly attributable to the transactions or events described therein, the related pro forma adjustments give appropriate effect to those assumptions, and the pro forma columns therein reflect the proper application of those adjustments to the corresponding historical financial statement amounts; and the pro forma adjustments have been properly applied to the historical amounts in the compilation of those statements.

(ee) *No Material Adverse Change in Business*. Except as disclosed in the General Disclosure Package, since the end of the period covered by the latest audited financial statements included in the General Disclosure Package (i) there has been no change, nor any development or event involving a prospective change, in the condition (financial or otherwise), results of operations, business, properties or prospects of the Partnership Parties and their subsidiaries, taken as a whole, that has had a Material Adverse Effect; (ii) except as disclosed in or contemplated by the General Disclosure Package, there has been no dividend or distribution of any kind declared, paid or made by the Partnership Parties on any class of their capital stock or equity interests (other than dividends or distributions made to such entity's direct or indirect parent), as applicable, and (iii) except as disclosed in or contemplated by the General Disclosure Package, there has been no material adverse change in the capital stock or equity interests, as applicable, short-term indebtedness, long-term indebtedness, net current assets or net assets of the Partnership Parties and their subsidiaries.

(ff) *Investment Company Act*. The Partnership is not and, after giving effect to the offering and sale of the Offered Units and the application of the proceeds thereof as described in the General Disclosure Package, will not be an "investment company" as defined in the Investment Company Act of 1940 (the "**Investment Company Act**").

(gg) *Ratings*. No "nationally recognized statistical rating organization" as such term is defined for purposes of Rule 436(g)(2) (i) has imposed (or has informed the Partnership that it is considering imposing) any condition (financial or otherwise) on the Partnership retaining any rating assigned to the Partnership or any securities of the Partnership or (ii) has indicated to the Partnership that it is considering any of the actions described in Section 7(c)(ii) hereof.

(hh) *Foreign Corrupt Practices; Anti-Money Laundering*. Each of the Partnership Parties, their subsidiaries, affiliates (other than entities that may constitute affiliates because they are owned or controlled by Icahn Enterprises L.P., except for CVR Energy, Inc. and its subsidiaries) and any of their respective officers, directors, supervisors, managers, agents, or employees, represents that it has not violated, its participation in the offering will not violate, and it has instituted and maintains policies and procedures designed to ensure continued compliance with each of the following laws: (a) anti-bribery laws, including but not limited to, any applicable law, rule, or regulation of any locality, including but not limited to any law, rule, or regulation promulgated to implement the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, signed December 17, 1997, including the U.S. Foreign Corrupt Practices Act of 1977 or any other law, rule or regulation of similar purpose and scope, (b) anti-money laundering laws, including but not limited to, applicable federal, state, international, foreign or other laws, regulations or government guidance regarding anti-money laundering, including, without limitation, Title 18 U.S. Code section 1956 and 1957, the Patriot Act, the Bank Secrecy Act, and international anti-money laundering principals or procedures by an intergovernmental group or organization, such as the Financial Action Task Force on Money Laundering, of which the United States is a member and with which designation the United States representative to the group or organization continues to concur, all as amended, and any Executive order, directive, or regulation pursuant to the authority of any of the foregoing, or any orders or licenses issued thereunder or (c) laws and regulations imposing U.S. economic sanctions measures, including, but not limited to, the International Emergency Economic Powers Act, the Trading with the Enemy Act, the United Nations Participation Act, and the Syria Accountability and Lebanese Sovereignty Act, all as amended, and any Executive Order, directive, or regulation pursuant to the authority of any of the foregoing, including the regulations of the United States Treasury Department set forth under 31 CFR, Subtitle B, Chapter V, as amended, or any orders or licenses issued thereunder.

(ii) *OFAC*. Neither the Partnership Parties nor, if applicable, their affiliates (other than entities that may constitute affiliates because they are owned or controlled by Icahn Enterprises L.P., except for CVR Energy, Inc. and its subsidiaries) or any of its subsidiaries, directors, officers or employees does substantial business with the government of or any person or entity in or is organized under the laws of, or directly or indirectly owned or controlled by the government of or a person in or organized under the laws of Cuba, Iran, Myanmar (Burma), North Korea, Sudan or Syria; neither the Partnership Parties nor, if applicable, their affiliates (other than entities that may constitute affiliates because they are owned or controlled by Icahn Enterprises L.P., except for CVR Energy, Inc. and its subsidiaries) or any of its subsidiaries, directors, officers, employees or agents, is or is, directly or indirectly, controlled by a person subject to any of the economic sanctions administered by the Swiss State Secretariat for Economic Affairs, the United States Department of Treasury's Office of Foreign Assets Control ("**OFAC**"), the United Nations, the European Union, HM Treasury and the Foreign and Commonwealth Office of the United Kingdom, the Monetary Authority of Singapore and/or the Hong Kong Monetary Authority (all such persons and entities under the preceding clauses (other than the Partnership Parties, their affiliates and any of their subsidiaries, directors, officers, employees or agents) collectively referred to as "**Restricted Parties**"). The Partnership Parties will not use any proceeds they receive from the sale of the Offered Units to fund any operations or finance any investments in, or make any payments to or in favor of Restricted Parties.

(jj) *Tax Returns*. The Partnership Parties and their subsidiaries have filed all federal, state, local and non-U.S. tax returns that are required to be filed by them or have requested extensions thereof (except in any case in which the failure so to file would not have a Material Adverse Effect); and, except as set forth in the General Disclosure Package, the Partnership Parties and their subsidiaries have paid all taxes (including any assessments, fines or penalties) required to be paid by them, except for any such taxes, assessments, fines or penalties currently being contested in good faith or as would not, individually or in the aggregate, have a Material Adverse Effect.

(kk) *Insurance*. The Partnership Parties and their subsidiaries are insured by insurers against such losses and risks and in such amounts as are prudent and customary for the businesses in which they are engaged, and the Partnership Parties and their subsidiaries are in compliance with the terms of such policies and instruments in all material respects. Except as disclosed in the General Disclosure Package, there are no claims by the Partnership Parties or any of their subsidiaries under any such policy or instrument as to which any insurance company is denying liability or defending under a reservation of rights clause which would, individually or in the aggregate, have a Material Adverse Effect.

(ll) *Absence of Unlawful Influence.* The Partnership has not offered or sold, or caused the Underwriters to offer or sell, any Offered Units to any person pursuant to the Directed Unit Program with the specific intent to unlawfully influence (i) a customer or supplier of the Partnership to alter the customer's or supplier's level or type of business with the Partnership or (ii) a trade journalist or publication to write or publish favorable information about the Partnership or its products.

3. *Purchase, Sale and Delivery of Offered Units*. On the basis of the representations, warranties and agreements and subject to the terms and conditions set forth herein, the Partnership agrees to sell to the several Underwriters, and each of the Underwriters agrees, severally and not jointly, to purchase from the Partnership, at a purchase price of $23.625 per unit, the respective number of Firm Units set forth opposite the names of the Underwriters in Schedule A hereto; provided, that any Firm Units sold by the Underwriters to Icahn Enterprises, L.P. (the "Icahn Units") shall be sold at a purchase price of $25.00 per unit, and such Icahn Units shall be allocated among the Underwriters by multiplying the number of Icahn Units by a fraction, the numerator of which is the number of Firm Units set forth opposite the name of such Underwriter in Schedule A hereto and the denominator of which is the total number of Firm Units (subject to adjustment by the Representatives to eliminate fractions).

The Partnership will deliver the Firm Units to or as instructed by the Representatives through the facilities of the Depository Trust Company ("**DTC**") for the accounts of the several Underwriters in a form reasonably acceptable to the Representatives against payment of the purchase price by the Underwriters in Federal (same day) funds by wire transfer to an account designated by the Partnership at the office of Latham & Watkins LLP, 811 Main Street, Suite 3700, Houston, Texas 77002 (the "**Closing Location**"), at 10:00 A.M., New York time, on January 23, 2013, or at such other time not later than seven full business days thereafter as the Representatives and the Partnership agree in writing, such time being herein referred to as the "**First Closing Date**." For purposes of Rule 15c6-1 under the Exchange Act, the First Closing Date (if later than the otherwise applicable settlement date) shall be the settlement date for payment of funds and delivery of securities for all the Offered Units sold pursuant to the offering. A meeting will be held at the Closing Location at 3:00 p.m., New York City time, on the business day next preceding such First Closing Date, at which meeting the final drafts of the documents to be delivered pursuant to this Agreement will be available for review by the parties hereto.

In addition, upon written notice from the Representatives given to the Partnership from time to time not more than 30 days subsequent to the date of this Agreement, the Underwriters may purchase all or less than all of the Optional Units at a purchase price of $23.625 per unit. The Partnership agrees to sell to the Underwriters the number of Optional Units specified in such notice and the Underwriters agree, severally and not jointly, to purchase such Optional Units. Such Optional Units shall be purchased for the account of each Underwriter in the same proportion as the number of Firm Units set forth opposite such Underwriter's name in Schedule A hereto bears to the total number of Firm Units (subject to adjustment by the Representatives to eliminate fractions) and may be purchased by the Underwriters only for the purpose of covering over-allotments made in connection with the sale of the Firm Units. No Optional Units shall be sold or delivered unless the Firm Units previously have been, or simultaneously are, sold and delivered. The right to purchase the Optional Units or any portion thereof may be exercised from time to time and to the extent not previously exercised may be surrendered and terminated at any time upon notice by the Representatives to the Partnership.

Each time for the delivery of and payment for the Optional Units, being herein referred to as an "**Optional Closing Date**", which may be the First Closing Date (the First Closing Date and each Optional Closing Date, if any, being sometimes referred to as a "**Closing Date**"), shall be determined by the Representatives but shall be not later than five full business days after written notice of election to purchase Optional Units is given. The Partnership will deliver the Optional Units being purchased on each Optional Closing Date to or as instructed by the Representatives through the facilities of DTC for the accounts of the several Underwriters in a form reasonably acceptable to the Representatives against payment of the purchase price therefor in Federal (same day) funds by wire transfer to an account at a bank designated by the Partnership, at the above office of Latham & Watkins LLP. A meeting will be held at the Closing Location at 3:00 p.m., New York City time, on the business day next preceding such Optional Closing Date, at which meeting the final drafts of the documents to be delivered pursuant to this Agreement will be available for review by the parties hereto.

4. *Offering by Underwriters*. It is understood that the several Underwriters propose to offer the Offered Units for sale to the public as set forth in the Final Prospectus.

5. *Certain Agreements of the Partnership*. The Partnership agrees with the several Underwriters that:

(a) *Additional Filings*. The Partnership will effect all filings required under Rule 424(b), in the manner and within the time period required by Rule 424(b). The Partnership will advise the Representatives promptly of any such filing pursuant to Rule 424(b) and provide satisfactory evidence to the Representatives of such timely filing. If an Additional Registration Statement is necessary to register a portion of the Offered Units under the Act but the Effective Time thereof has not occurred as of the execution and delivery of this Agreement, the Partnership will file the additional registration statement or, if filed, will file a post-effective amendment thereto with the Commission pursuant to and in accordance with Rule 462(b) on or prior to 10:00 P.M., New York time, on the date of this Agreement or, if earlier, on or prior to the time the Final Prospectus is finalized and distributed to any Underwriter, or will make such filing at such later date as shall have been consented to by the Representatives.

(b) *Filing of Amendments; Response to Commission Requests*. The Partnership will promptly advise the Representatives of any proposal to amend or supplement at any time the Initial Registration Statement, any Additional Registration Statement or any Statutory Prospectus and will not effect such amendment or supplementation without the Representatives' consent; and the Partnership will also advise the Representatives promptly of (i) the effectiveness of any Additional Registration Statement (if its Effective Time is subsequent to the execution and delivery of this Agreement), (ii) any amendment or supplementation of a Registration Statement or any Statutory Prospectus, (iii) any request by the Commission or its staff for any amendment to any Registration Statement, for any supplement to any Statutory Prospectus or for any additional information, (iv) the institution by the Commission of any stop order proceedings in respect of a Registration Statement or the threatening of any proceeding for that purpose, and (v) the receipt by the Partnership of any notification with respect to the suspension of the qualification of the Offered Units in any jurisdiction or the institution or threatening of any proceedings for such purpose. The Partnership will use its reasonable best efforts to prevent the issuance of any such stop order or the suspension of any such qualification and, if issued, to obtain as soon as possible the withdrawal thereof.

(c) *Continued Compliance with Securities Laws*. If, at any time when a prospectus relating to the Offered Units is (or but for the exemption in Rule 172 would be) required to be delivered under the Act by any Underwriter or dealer, any event occurs as a result of which the Final Prospectus as then amended or supplemented would contain an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, or if it is necessary at any time to

amend the Registration Statement or supplement the Final Prospectus to comply with the Act, the Partnership will promptly notify the Representatives of such event and will promptly prepare and file with the Commission and furnish, at its own expense, to the Underwriters and the dealers and any other dealers upon request of the Representatives, an amendment or supplement which will correct such statement or omission or an amendment which will effect such compliance. Neither the Representatives' consent to, nor the Underwriters' delivery of, any such amendment or supplement shall constitute a waiver of any of the conditions set forth in Section 7 hereof.

(d) *Rule 158*. As soon as practicable, but not later than the Availability Date (as defined below), the Partnership will make generally available to its securityholders an earnings statement covering a period of at least 12 months beginning after the Effective Time of the Initial Registration Statement (or, if later, the Effective Time of the Additional Registration Statement) which will satisfy the provisions of Section 11(a) of the Act and Rule 158 under the Act. For the purpose of the preceding sentence, "**Availability Date**" means the day after the end of the fourth fiscal quarter following the fiscal quarter that includes such Effective Time on which the Partnership is required to file its Form 10-Q for such fiscal quarter except that, if such fourth fiscal quarter is the last quarter of the Partnership's fiscal year, "**Availability Date**" means the day after the end of such fourth fiscal quarter on which the Partnership is required to file its Form 10-K.

(e) *Furnishing of Prospectuses*. The Partnership will furnish to the Representatives copies of each Registration Statement (three of which will be signed and will include all exhibits), each related Statutory Prospectus, and, so long as a prospectus relating to the Offered Units is (or but for the exemption in Rule 172 would be) required to be delivered under the Act, the Final Prospectus and all amendments and supplements to such documents, in each case in such quantities as the Representatives request. The Partnership will use its commercially reasonable efforts to ensure that the Final Prospectus is so furnished at or prior to 5:00 P.M., New York time, on the business day following the execution and delivery of this Agreement. All other documents shall be so furnished as soon as available.

(f) *Blue Sky Qualifications*. The Partnership will take such actions as the Representatives may reasonably request for the qualification of the Offered Units for sale under the laws of such jurisdictions as the Representatives reasonably designate and will continue such qualifications in effect so long as required for the distribution; provided, however, that in connection therewith the Partnership shall not be required to qualify as a foreign partnership or to file a general consent to service of process or subject itself to taxation for doing business in any jurisdiction.

(g) *Reporting Requirements*. During the period of five years hereafter, the Partnership will furnish to the Representatives and, upon request, to each of the other Underwriters, as soon as practicable after the end of each fiscal year, a copy of its annual report to unitholders for such year; and the Partnership will furnish to the Representatives (i) as soon as available, a copy of each report and any definitive proxy statement of the Partnership filed with the Commission under the Exchange Act or mailed to stockholders, and (ii) from time to time, such other information concerning the Partnership as the Representatives may reasonably request. However, so long as the Partnership is subject to the reporting requirements of either Section 13 or Section 15(d) of the Exchange Act and is timely filing reports with the Commission on its Electronic Data Gathering, Analysis and Retrieval system ("**EDGAR**"), it is not required to furnish such reports or statements to the Underwriters.

(h) *Payment of Expenses*. The Partnership will pay all expenses incident to the performance of its obligations under this Agreement, including but not limited to any filing fees and other expenses (including the reasonable fees and disbursements of counsel to the Underwriters) incurred in connection with qualification of the Offered Units for sale under the laws of such jurisdictions as the Representatives designate and the preparation and printing of memoranda relating thereto, costs and expenses related to the review by FINRA of the Offered Units

(including filing fees and the reasonable fees and expenses of counsel for the Underwriters relating to such review), costs and expenses relating to investor presentations or any "road show" in connection with the offering and sale of the Offered Units including (provided that the costs associated with the chartering of an aircraft used by the Partnership and the Underwriters to attend meetings with prospective purchasers of the Common Units will be divided equally between the Partnership on the one hand and the Underwriters on the other hand, and each of the Partnership and the Underwriters will pay for their own costs in connection with meetings with prospective purchasers), fees and expenses incident to listing the Offered Units on the New York Stock Exchange, fees and expenses in connection with the registration of the Offered Units under the Exchange Act, and expenses incurred in distributing preliminary prospectuses and the Final Prospectus (including any amendments and supplements thereto) to the Underwriters and for expenses incurred for preparing, printing and distributing any Issuer Free Writing Prospectuses to investors or prospective investors. It is understood, however, that except as set forth in this Section 5(h), the Underwriters will pay all of their own costs and expenses, including the fees of their counsel. The Partnership agrees to pay to Credit Suisse Securities (USA) LLC and Citigroup Global Markets Inc. an aggregate structuring fee in an amount equal to .50% of the gross proceeds from the sale of the Offered Units (excluding the gross proceeds from the sale of any Icahn Units) for providing advice regarding the capital structure of the Partnership, the terms of the offering of the Common Units, the terms of the A&R Partnership Agreement and the terms of certain other agreements between the Partnership and its affiliates.

(i) *Use of Proceeds*. The Partnership will use the net proceeds received in connection with this offering in the manner described in the "Use of Proceeds" section of the General Disclosure Package.

(j) *Absence of Manipulation*. The Partnership will not take, directly or indirectly, any action designed to or that would constitute or that might reasonably be expected to cause or result in, stabilization or manipulation of the price of any securities of the Partnership to facilitate the sale or resale of the Offered Units.

(k) *Restriction on Sale of Common Units.* For the period specified below (the "**Lock-Up Period**"), the Partnership will not, directly or indirectly, take any of the following actions with respect to its Common Units or any securities convertible into or exchangeable or exercisable for any of its Common Units ("**Lock-Up Securities**"): (i) offer, sell, issue, contract to sell, pledge or otherwise dispose of Lock-Up Securities, (ii) offer, sell, issue, contract to sell, contract to purchase or grant any option, right or warrant to purchase Lock-Up Securities, (iii) enter into any swap, hedge or any other agreement that transfers, in whole or in part, the economic consequences of ownership of Lock-Up Securities, (iv) establish or increase a put equivalent position or liquidate or decrease a call equivalent position in Lock-Up Securities within the meaning of Section 16 of the Exchange Act or (v) file with the Commission a registration statement under the Act relating to Lock-Up Securities, or publicly disclose the intention to take any such action, without the prior written consent of Credit Suisse Securities (USA) LLC ("**Credit Suisse**"). The foregoing sentence shall not apply to (A) the Offered Units to be sold hereunder; (B) any Common Units issued or options to purchase Common Units granted pursuant to employee benefit or equity compensation plans of the Partnership referred to in the Registration Statement, the General Disclosure Package and the Final Prospectus and any registration statement on Form S-8 related thereto, provided that such Common Units issued or options granted pursuant to employee benefit or equity compensation plans of the Partnership will not vest or otherwise be transferable or exercisable during the remainder of the Lock-Up Period; or (C) securities equal to up to 10% of the Partnership's outstanding Common Units issued by the Partnership in connection with the acquisition by the Partnership or any of its subsidiaries of the securities, business, property or other assets of another person or entity or pursuant to any plan assumed by the Partnership in connection with such acquisition. The initial Lock-Up Period will commence on the date hereof and continue for 180 days after the date hereof or such earlier date that Credit Suisse consents to in

writing; provided, however, that if (1) during the last 17 days of the initial Lock-Up Period, the Partnership releases earnings results or material news or a material event relating to the Partnership occurs or (2) prior to the expiration of the initial Lock-Up Period, the Partnership announces that it will release earnings results during the 16-day period beginning on the last day of the initial Lock-Up Period, then in each case the Lock-Up Period will be extended until the expiration of the 18-day period beginning on the date of release of the earnings results or the occurrence of the materials news or material event, as applicable, unless Credit Suisse waives, in writing, such extension. The Partnership will provide Credit Suisse with notice of any announcement described in clause (2) of the preceding sentence that gives rise to an extension of the Lock-Up Period.

(i) *Transfer Restrictions*. In connection with the Directed Unit Program, the Partnership will ensure that the Reserved Units will be restricted to the extent required by FINRA or the FINRA rules from sale, transfer, assignment, pledge or hypothecation for a period of three months following the date of the effectiveness of the Registration Statement. UBS-FinSvc will notify the Partnership as to which Directed Unit Participants will need to be so restricted. The Partnership hereby directs the transfer agent or UBS-FinSvc (or any related broker holding shares on behalf of participants in the Directed Unit Program) to place stop transfer restrictions upon such securities for such period of time.

(j) *Payment of Expenses Related to Directed Unit Program.* The Partnership will pay all fees and disbursements of counsel (including non-U.S. counsel) incurred by the Underwriters in connection with the Directed Unit Program and stamp duties, similar taxes or duties or other taxes, if any, incurred by the underwriters in connection with the Directed Unit Program.

(k) *Compliance with Foreign Laws*. The Partnership will comply with all applicable securities and other applicable laws, rules and regulations in each foreign jurisdiction in which the Reserved Units are offered in connection with the Directed Unit Program.

6. *Free Writing Prospectuses*. (a) *Issuer Free Writing Prospectuses*. The Partnership represents and agrees that, unless it obtains the prior consent of Credit Suisse, and each Underwriter represents and agrees that, unless it obtains the prior consent of the Partnership and Credit Suisse, it has not made and will not make any offer relating to the Offered Units that would constitute an Issuer Free Writing Prospectus, or that would otherwise constitute a "free writing prospectus," as defined in Rule 405, required to be filed with the Commission. Any such free writing prospectus consented to by the Partnership and Credit Suisse is hereinafter referred to as a "**Permitted Free Writing Prospectus**." The Partnership and Credit Suisse agree that any such Permitted Free Writing Prospectus is listed on Schedule B hereto. The Partnership represents that it has treated and agrees that it will treat each Permitted Free Writing Prospectus as an "issuer free writing prospectus," as defined in Rule 433, and has complied and will comply with the requirements of Rules 164 and 433 applicable to any Permitted Free Writing Prospectus, including timely Commission filing where required, legending and record keeping. The Partnership represents that is has satisfied and agrees that it will satisfy the conditions in Rule 433 to avoid a requirement to file with the Commission any electronic road show.

7. *Conditions of the Obligations of the Underwriters*. The obligations of the several Underwriters to purchase and pay for the Firm Units on the First Closing Date and the Optional Units to be purchased on each Optional Closing Date will be subject to the accuracy of the representations and warranties of the Partnership Parties and Coffeyville Resources herein (as though made on such Closing Date), to the accuracy of the statements of Partnership officers made pursuant to the provisions hereof, to the performance by the Partnership Parties and of Coffeyville Resources of their obligations hereunder and to the following additional conditions precedent:

(a) *Accountants' Comfort Letter*. The Representatives shall have received letters, dated, respectively, the date hereof and each Closing Date, of KPMG LLP and Deloitte & Touche LLP in form and substance satisfactory to the Representatives concerning the financial information with respect to the Partnership set forth in the General Disclosure Package and the Final Prospectus.

(b) *Effectiveness of Registration Statement*. If the Effective Time of the Additional Registration Statement (if any) is not prior to the execution and delivery of this Agreement, such Effective Time shall have occurred not later than 10:00 P.M., New York time, on the date of this Agreement or, if earlier, the time the Final Prospectus is finalized and distributed to any Underwriter, or shall have occurred at such later time as shall have been consented to by the Representatives. The Final Prospectus shall have been filed with the Commission in accordance with the Rules and Regulations and Section 5(a) hereof. Prior to such Closing Date, no stop order suspending the effectiveness of a Registration Statement shall have been issued and no proceedings for that purpose shall have been instituted or, to the knowledge of the Partnership or the Representatives, shall be contemplated by the Commission.

(c) *No Material Adverse Change*. Subsequent to the execution and delivery of this Agreement, there shall not have occurred (i) any change, or any development or event involving a prospective change, in the condition (financial or otherwise), results of operations, business, properties or prospects of the Partnership Entities and their subsidiaries taken as a whole which, in the judgment of the Representatives, is material and adverse and makes it impractical or inadvisable to market the Offered Units; (ii) any downgrading in the rating of any debt securities of the Partnership Parties by any "nationally recognized statistical rating organization" (as defined for purposes of Section 3(a)(62) of the Exchange Act), or any public announcement that any such organization has under surveillance or review its rating of any debt securities of the Partnership Parties (other than an announcement with positive implications of a possible upgrading, and no implication of a possible downgrading, of such rating); (iii) any change in U.S. or international financial, political or economic conditions or currency exchange rates or exchange controls the effect of which is such as to make it, in the judgment of the Representatives, impractical to market or to enforce contracts for the sale of the Offered Units, whether in the primary market or in respect of dealings in the secondary market; (iv) any suspension or material limitation of trading in securities generally on the New York Stock Exchange, or any setting of minimum or maximum prices for trading on such exchange; (v) or any suspension of trading of any securities of the Partnership Parties on any exchange or in the over-the-counter market; (vi) any banking moratorium declared by any U.S. federal or New York authorities; (vii) any major disruption of settlements of securities, payment, or clearance services in the United States or any other country where such securities are listed or (viii) any attack on, outbreak or escalation of hostilities or act of terrorism involving the United States, any declaration of war by Congress or any other national or international calamity or emergency if, in the judgment of the Representatives, the effect of any such attack, outbreak, escalation, act, declaration, calamity or emergency is such as to make it impractical or inadvisable to market the Offered Units or to enforce contracts for the sale of the Offered Units.

(d) *Opinion of Counsel for the Partnership*. The Representatives shall have received an opinion, dated such Closing Date, of Vinson & Elkins L.L.P., counsel for the Partnership, substantially in the form of Schedule D;

(e) *Opinion of Counsel for Underwriters.* The Representatives shall have received from Latham & Watkins LLP, counsel for the Underwriters, such opinion or opinions, dated such Closing Date, with respect to such matters as the Representatives may require, and the Partnership shall have furnished to such counsel such documents as they request for the purpose of enabling them to pass upon such matters.

(f) *Officers' Certificate*. The Representatives shall have received a certificate, dated such Closing Date, of an executive officer of the Partnership and a principal financial or accounting officer of the Partnership in which such officers shall state that: the representations and warranties of the Partnership Parties and Coffeyville Resources in this Agreement are true and correct; the Partnership Parties and Coffeyville Resources have complied with all agreements and satisfied all conditions on their respective parts to be performed or satisfied hereunder at or prior to such Closing Date; no stop order suspending the effectiveness of any Registration Statement has been issued and no proceedings for that purpose have been instituted or, to the best of their knowledge and after reasonable investigation, are contemplated by the Commission; the Additional Registration Statement (if any) satisfying the requirements of subparagraphs (1) and (3) of Rule 462(b) was timely filed pursuant to Rule 462(b), including payment of the applicable filing fee in accordance with Rule 111(a) or (b) of Regulation S-T of the Commission; and, subsequent to the dates of the most recent financial statements in the General Disclosure Package, there has been no material adverse change, nor any development or event involving a prospective material adverse change, in the condition (financial or otherwise), results of operations, business, properties or prospects of the Partnership and its subsidiaries taken as a whole except as set forth in the General Disclosure Package or as described in such certificate.

(g) *Chief Financial Officer's Certificate*. The Underwriters shall have received a written certificate executed by the Chief Financial Officer of the Partnership, dated as of the Closing Date, substantially in the form of Schedule E hereto.

(h) *Lock-up Agreements*. On or prior to the date hereof, the Representatives shall have received lockup letters substantially in the form of Schedule C hereto from each of the officers and directors of the General Partner and the unitholders of the Partnership set forth on Schedule F.

(i) *Transaction Documents*. The Partnership Entities shall have furnished to the Representatives evidence reasonably satisfactory to the Representatives that each of the Transactions shall have occurred or will occur as of the First Closing Date.

The Partnership Parties and Coffeyville Resources will furnish the Representatives with such conformed copies of such opinions, certificates, letters and documents as the Representatives reasonably request. The Representatives may in their sole discretion waive on behalf of the Underwriters compliance with any conditions to the obligations of the Underwriters hereunder, whether in respect of an Optional Closing Date or otherwise.

8. *Indemnification and Contribution*. (a) *Indemnification of Underwriters*. The Partnership Parties and Coffeyville Resources will indemnify and hold harmless each Underwriter, its partners, members, directors, officers, employees, agents, affiliates and each person, if any, who controls such Underwriter within the meaning of Section 15 of the Act or Section 20 of the Exchange Act (each, an "**Indemnified Party**"), against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Party may become subject, under the Act, the Exchange Act, other Federal or state statutory law or regulation or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in any part of any Registration Statement at any time, any Statutory Prospectus as of any time, the Final Prospectus or any Issuer Free Writing Prospectus, or arise out of or are based upon the omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, and will reimburse each Indemnified Party for any legal or other expenses reasonably incurred by such Indemnified Party in connection with investigating or defending against any loss, claim, damage, liability, action, litigation, investigation or proceeding whatsoever (whether or not such Indemnified Party is a party thereto), whether threatened or commenced, and in connection with the enforcement of this provision with respect to any of the above as such expenses are incurred; provided, however, that the Partnership will not be liable in any such case to the extent that any

such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement in or omission or alleged omission from any of such documents in reliance upon and in conformity with written information furnished to the Partnership by any Underwriter through the Representatives specifically for use therein, it being understood and agreed that the only such information furnished by any Underwriter consists of the information described as such in subsection (b) below.

The Partnership Parties and Coffeyville Resources agree to indemnify and hold harmless UBS-FinSvc and its affiliates and each person, if any, who controls UBS-FinSvc within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act (the "**Designated Entities**"), from and against any and all losses, claims, damages and liabilities (including, without limitation, any legal or other expenses reasonably incurred in connection with defending or investigating any such action or claim) (i) arising out of or based upon any untrue statement or alleged untrue statement of a material fact contained in any material prepared by or with the consent of the Partnership for distribution to Directed Unit Participants in connection with the Directed Unit Program arising out of or based upon any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading; (ii) arising out of or based upon the failure of any Participant to pay for and accept delivery of Reserved Units that the Participant agreed to purchase; or (iii) arising out of, related to or in connection with the Directed Unit Program, other than losses, claims, damages or liabilities (or expenses relating thereto) that are finally judicially determined to have resulted from the willful misconduct or gross negligence of the Designated Entities.

(b) *Indemnification of the Partnership Parties and Coffeyville Resources*. Each Underwriter will severally and not jointly indemnify and hold harmless each of the Partnership Parties and Coffeyville Resources, and their respective directors, officers, employees, and each person, if any, who controls such party within the meaning of Section 15 of the Act or Section 20 of the Exchange Act (each, an "**Underwriter Indemnified Party**"), against any losses, claims, damages or liabilities to which such Underwriter Indemnified Party may become subject, under the Act, the Exchange Act, other Federal or state statutory law or regulation or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in any part of any Registration Statement at any time, any Statutory Prospectus as of any time, the Final Prospectus, or any Issuer Free Writing Prospectus, or arise out of or are based upon the omission or the alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in reliance upon and in conformity with written information furnished to the Partnership by such Underwriter through the Representatives specifically for use therein, and will reimburse any legal or other expenses reasonably incurred by such Underwriter Indemnified Party in connection with investigating or defending against any such loss, claim, damage, liability, action, litigation, investigation or proceeding whatsoever (whether or not such Underwriter Indemnified Party is a party thereto), whether threatened or commenced, based upon any such untrue statement or omission, or any such alleged untrue statement or omission as such expenses are incurred, it being understood and agreed that the only such information furnished by any Underwriter consists of the following information in the Final Prospectus furnished on behalf of each Underwriter under the heading "Underwriting": the list of Underwriters and their respective participation in the sale of Common Units, paragraph 4 (relating to the selling concession and reallowances), the third sentence of the seventh paragraph (relating to sales to accounts of which underwriters have discretionary authority) and paragraph 11 (relating to stabilizing transactions, over-allotment transactions, syndicate covering transactions and penalty bids).

(c) *Actions against Parties; Notification*. Promptly after receipt by an indemnified party under this Section of notice of the commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against the indemnifying party under subsection (a) or (b) above, notify the indemnifying party of the commencement thereof; but the failure to notify the indemnifying party shall not relieve it from any liability that it may have under subsection (a) or (b) above except to the extent that it has been materially prejudiced (through the forfeiture of substantive rights or defenses) by such failure; and

provided further that the failure to notify the indemnifying party shall not relieve it from any liability that it may have to an indemnified party otherwise than under subsection (a) or (b) above. In case any such action is brought against any indemnified party and it notifies the indemnifying party of the commencement thereof, the indemnifying party will be entitled to participate therein and, to the extent that it may wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party will not be liable to such indemnified party under this Section for any legal or other expenses subsequently incurred by such indemnified party in connection with the defense thereof other than reasonable costs of investigation. In connection with such action, the indemnifying party shall not be liable for the expenses of more than one separate counsel (in addition to local counsel) in any one action or separate but substantially similar actions in the same jurisdiction arising out of the same general allegations or circumstances, designated by the Representatives in the case of paragraph (a) of this Section 8 or the Partnership in the case of paragraph (b) of this Section 8, representing the indemnified parties under such paragraph (a) or paragraph (b), as the case may be, who are parties to such action or actions. Notwithstanding the indemnifying party's election to appoint counsel (including local counsel) to represent the indemnified party in an action, the indemnified party shall have the right to employ separate counsel (including local counsel), and the indemnifying party shall bear the reasonable fees, costs and expenses of such separate counsel if (i) the use of counsel chosen by the indemnifying party to represent the indemnified party would present such counsel with a conflict of interest, (ii) the actual or potential defendants in, or targets of, any such action include both the indemnified party and the indemnifying party and the indemnified party shall have reasonably concluded that there may be legal defenses available to it and/or other indemnified parties which are different from or additional to those available to the indemnifying party, (iii) the indemnifying party shall not have employed counsel reasonably satisfactory to the indemnified party to represent the indemnified party within a reasonable time after notice of the institution of such action or (iv) the indemnifying party shall authorize the indemnified party to employ separate counsel at the expense of the indemnifying party.

Notwithstanding anything contained herein to the contrary, if indemnity may be sought pursuant to the second paragraph in Section 8(a) hereof in respect of such action or proceeding, then in addition to such separate firm for the indemnified parties, the indemnifying party shall be liable for the reasonable fees and expenses of not more than one separate firm (in addition to any local counsel) for UBS-FinSvc for the defense of any losses, claims, damages and liabilities arising out of the Directed Unit Program, and all persons, if any, who control UBS-FinSvc within the meaning of either Section 15 of the Act of Section 20 of the Exchange Act. No indemnifying party shall, without the prior written consent of the indemnified party, effect any settlement of any pending or threatened action in respect of which any indemnified party is or could have been a party and indemnity could have been sought hereunder by such indemnified party unless such settlement (i) includes an unconditional release of such indemnified party from all liability on any claims that are the subject matter of such action and (ii) does not include a statement as to, or an admission of, fault, culpability or a failure to act by or on behalf of an indemnified party.

(d) *Contribution*. If the indemnification provided for in this Section is unavailable or insufficient to hold harmless an indemnified party under subsection (a) or (b) above, then each indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of the losses, claims, damages or liabilities referred to in subsection (a) or (b) above (i) in such proportion as is appropriate to reflect the relative benefits received by the Partnership Parties and Coffeyville Resources on the one hand and the Underwriters on the other from the offering of the Securities or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Partnership Parties and Coffeyville Resources, on the one hand, and the Underwriters, on the other, in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities as well as any other relevant equitable considerations. The relative benefits received by the Partnership Parties and Coffeyville Resources, on the one hand, and the Underwriters, on the other, shall be deemed to be in the same proportion as the total net proceeds from the offering (before deducting expenses) received by the

Partnership Parties bear to the total underwriting discounts and commissions received by the Underwriters. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Partnership Parties or the Underwriters and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such untrue statement or omission. The amount paid by an indemnified party as a result of the losses, claims, damages or liabilities referred to in the first sentence of this subsection (d) shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any action or claim which is the subject of this subsection (d). Notwithstanding the provisions of this subsection (d), no Underwriter shall be required to contribute any amount in excess of the underwriting discount or commission applicable to the Offered Units purchased by such Underwriter hereunder. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Underwriters' obligations in this Section 8(d) to contribute are several in proportion to their respective underwriting obligations and not joint. The Partnership Parties and Coffeyville Resources and the Underwriters agree that it would not be just and equitable if contribution pursuant to this Section 8(d) were determined by pro rata allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to in this Section 8(d).

9. *Default of Underwriters*. If any Underwriter or Underwriters default in their obligations to purchase Offered Units hereunder on either the First or any Optional Closing Date and the aggregate number of Offered Units that such defaulting Underwriter or Underwriters agreed but failed to purchase does not exceed 10% of the total number of Offered Units that the Underwriters are obligated to purchase on such Closing Date, Credit Suisse may make arrangements satisfactory to the Partnership for the purchase of such Offered Units by other persons, including any of the Underwriters, but if no such arrangements are made by such Closing Date, the non-defaulting Underwriters shall be obligated severally, in proportion to their respective commitments hereunder, to purchase the Offered Units that such defaulting Underwriters agreed but failed to purchase on such Closing Date. If any Underwriter or Underwriters so default and the aggregate number of Offered Units with respect to which such default or defaults occur exceeds 10% of the total number of Offered Units that the Underwriters are obligated to purchase on such Closing Date and arrangements satisfactory to Credit Suisse and the Partnership for the purchase of such Offered Units by other persons are not made within 36 hours after such default, this Agreement will terminate without liability on the part of any non-defaulting Underwriter or the Partnership, except as provided in Section 10 (provided that if such default occurs with respect to Optional Units after the First Closing Date, this Agreement will not terminate as to the Firm Units or any Optional Units purchased prior to such termination). As used in this Agreement, the term "Underwriter" includes any person substituted for an Underwriter under this Section. Nothing herein will relieve a defaulting Underwriter from liability for its default.

10. *Survival of Certain Representations and Obligations*. The respective indemnities, agreements, representations, warranties and other statements of the Partnership Parties and Coffeyville Resources or their respective officers and of the several Underwriters set forth in or made pursuant to this Agreement will remain in full force and effect, regardless of any investigation, or statement as to the results thereof, made by or on behalf of any Underwriter, the Partnership Parties, Coffeyville Resources or any of their respective representatives, officers or directors or any controlling person, and will survive delivery of and payment for the Offered Units. If the purchase of the Offered Units by the Underwriters is not consummated for any reason other than solely because of the termination of this Agreement pursuant to Section 7(c)(iii)-(viii) and 9 hereof, the Partnership Parties will reimburse the Underwriters for all reasonable and documented out-of-pocket expenses (including reasonable and documented fees and disbursements of outside counsel) reasonably incurred by them in connection with the offering of the Offered Units, and the respective obligations of the Partnership Parties and Coffeyville Resources and the Underwriters pursuant to Section 8 hereof shall remain in effect. In addition, if any Offered Units have been purchased hereunder, the representations and warranties in Section 2 and all obligations under Section 5 shall also remain in effect.

11. *Notices*. All communications hereunder will be in writing and, if sent to the Underwriters, will be mailed, delivered or telegraphed and confirmed to the Representatives, c/o Credit Suisse Securities (USA) LLC, Eleven Madison Avenue, New York, N.Y. 10010-3629, Attention: LCD-IBD, or, if sent to the Partnership, will be mailed, delivered or telegraphed and confirmed to it at c/o CVR Energy, Inc., 2277 Plaza Drive, Suite 500, Sugar Land, Texas 77479, Attention: Edmund S. Gross; provided, however, that any notice to an Underwriter pursuant to Section 8 will be mailed, delivered or telegraphed and confirmed to such Underwriter.

12. *Successors*. This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors and the officers and directors and controlling persons referred to in Section 8, and no other person will have any right or obligation hereunder.

13. *Representation of Underwriters*. The Representatives will act for the several Underwriters in connection with this financing, and any action under this Agreement taken by the Representatives jointly will be binding upon all the Underwriters.

14. *Counterparts*. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same Agreement.

15. *Absence of Fiduciary Relationship.* The Partnership Parties and Coffeyville Resources acknowledge and agree that:

(a) *No Other Relationship*. The Representatives have been retained solely to act as underwriters in connection with the sale of the Offered Units and that no fiduciary, advisory or agency relationship between the Partnership Parties or Coffeyville Resources and the Representatives has been created in respect of any of the transactions contemplated by this Agreement or the Final Prospectus, irrespective of whether the Representatives have advised or are advising the Partnership Parties or Coffeyville Resources on other matters;

(b) *Arms-Length Negotiations*. The purchase price of the Offered Units set forth in this Agreement was established by the Partnership Parties and Coffeyville Resources following discussions and arms-length negotiations with the Representatives and the Partnership Parties and Coffeyville Resources are capable of evaluating and understanding and understand and accept the terms, risks and conditions of the transactions contemplated by this Agreement;

(c) *Absence of Obligation to Disclose*. The Partnership Parties and Coffeyville Resources have been advised that the Representatives and their affiliates are engaged in a broad range of transactions which may involve interests that differ from those of the Partnership Parties or Coffeyville Resources and that the Representatives have no obligation to disclose such interests and transactions to the Partnership Parties or Coffeyville Resources by virtue of any fiduciary, advisory or agency relationship; and

(d) *Waiver*. The Partnership Parties and Coffeyville Resources waive, to the fullest extent permitted by law, any claims they may have against the Representatives for breach of fiduciary duty or alleged breach of fiduciary duty and agree that the Representatives shall have no liability (whether direct or indirect) to the Partnership Parties or Coffeyville Resources in respect of such a fiduciary duty claim or to any person asserting a fiduciary duty claim on behalf of or in right of the Partnership Parties or Coffeyville Resources, including stockholders, unitholders, employees or creditors of the Partnership Parties or Coffeyville Resources.

16. *Applicable Law*. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

The Partnership Parties and Coffeyville Resources hereby submit to the non-exclusive jurisdiction of the Federal and state courts in the Borough of Manhattan in The City of New York in any suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby. The Partnership Parties and Coffeyville Resources irrevocably and unconditionally waive any objection to the laying of venue of any suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby in Federal and state courts in the Borough of Manhattan in The City of New York and irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such suit or proceeding in any such court has been brought in an inconvenient forum.

[*Signature pages follow*]

If the foregoing is in accordance with the Representatives' understanding of our agreement, kindly sign and return to the Partnership Parties one of the counterparts hereof, whereupon it will become a binding agreement between the Partnership Parties and Coffeyville Resources and the several Underwriters in accordance with its terms.

Very truly yours,

CVR REFINING, LP

By: CVR Refining GP, LLC, its general partner

By: /s/ Susan M. Ball
Name: Susan M. Ball
Title: Chief Financial Officer and Treasurer

CVR REFINING GP, LLC

By: /s/ Susan M. Ball
Name: Susan M. Ball
Title: Chief Financial Officer and Treasurer

CVR REFINING HOLDINGS, LLC

By: /s/ Susan M. Ball
Name: Susan M. Ball
Title: Chief Financial Officer and Treasurer

COFFEYVILLE RESOURCES, LLC

By: /s/ Susan M. Ball
Name: Susan M. Ball
Title: Chief Financial Officer and Treasurer

The foregoing Underwriting Agreement is hereby confirmed and accepted as of the date first above written.

Acting on behalf of themselves and as the Representatives of the several Underwriters

By CREDIT SUISSE SECURITIES (USA) LLC

By: /s/ Robert Santangelo
Name: Robert Santangelo
Title: Managing Director

By CITIGROUP GLOBAL MARKETS INC.

By: /s/ Mark Hobbs
Name: Mark Hobbs
Title: Managing Director

SCHEDULE A

Underwriter	Number of Firm Units
Credit Suisse Securities (USA) LLC	6,000,000
Citigroup Global Markets Inc.	4,800,000
Barclays Capital Inc.	4,800,000
UBS Securities LLC	4,800,000
Jefferies & Company, Inc.	1,200,000
J.P. Morgan Securities LLC	1,200,000
Macquarie Capital (USA) Inc.	600,000
Simmons & Company International	600,000
Total	24,000,000

SCHEDULE B

1. Issuer Free Writing Prospectuses (included in the General Disclosure Package)

None.

2. Other Information Included in the General Disclosure Package

The following information is also included in the General Disclosure Package:

1. The initial price to the public of the Offered Units: $25.00
2. Number of Offered Units: 24,000,000

SCHEDULE C

FORM OF LOCK-UP AGREEMENT

January 16, 2013

CVR Refining, LP
2277 Plaza Drive
Suite 500
Sugar Land, Texas 77479

Credit Suisse Securities (USA) LLC
Citigroup Global Markets Inc.

c/o Credit Suisse Securities (USA) LLC
Eleven Madison Avenue
New York, NY 10010-3629

Ladies and Gentlemen:

As an inducement to the underwriters to execute the Underwriting Agreement (the "**Underwriting Agreement**"), among CVR Refining, LP (the "**Partnership**"), CVR Refining GP, LLC, CVR Refining Holdings, LLC, Coffeyville Resources, LLC and the underwriters named therein (the "**Underwriters**"), pursuant to which an offering will be made that is intended to result in the establishment of a public market for common units representing limited partner interests in the Partnership (the "**Securities**"), the undersigned hereby agrees that during the period specified in the following paragraph (the "**Lock-Up Period**"), the undersigned will not offer, sell, contract to sell, pledge or otherwise dispose of, directly or indirectly, any Securities (including any Securities acquired after the date hereof) or securities convertible into or exchangeable or exercisable for any Securities, enter into a transaction which would have the same effect, or enter into any swap, hedge or other arrangement that transfers, in whole or in part, any of the economic consequences of ownership of the Securities, whether any such aforementioned transaction is to be settled by delivery of the Securities or such other securities, in cash or otherwise, or publicly disclose the intention to make any such offer, sale, pledge or disposition, or to enter into any such transaction, swap, hedge or other arrangement, without, in each case, the prior written consent of Credit Suisse Securities (USA) LLC ("**Credit Suisse**"). In addition, the undersigned agrees that, without the prior written consent of Credit Suisse, it will not, during the Lock-Up Period, make any demand for or exercise any right with respect to, the registration of any Securities or any security convertible into or exercisable or exchangeable for the Securities that would require the Partnership to file a registration statement during the Lock-Up Period.

The initial Lock-Up Period will commence on the date of this Lock-Up Agreement and continue and include the date 180 days after the public offering date set forth on the final prospectus used to sell the Securities (the "**Public Offering Date**") pursuant to the Underwriting Agreement; provided, however, that if (1) during the last 17 days of the initial Lock-Up Period, the Partnership releases earnings results or announces material news or a material event or (2) prior to the expiration of the initial Lock-Up Period, the Partnership announces that it will release earnings results during the 16-day period beginning on the last day of the initial Lock-Up Period, then in each case the Lock-Up Period will be extended until the expiration of the 18-day period beginning on the date of release of the earnings results or the announcement of the material news or material event, as applicable, unless Credit Suisse waives, in writing, such extension.

The undersigned agrees that, prior to engaging in any transaction or taking any other action that is subject to the terms of this Lock-Up Agreement during the period from the date of this Lock-Up Agreement to and including the 34th day following the expiration of the initial Lock-Up Period, it will give notice thereof to the Partnership and will not consummate such transaction or take any such action unless it has received written confirmation from the Partnership that the Lock-Up Period (as may have been extended pursuant to the previous paragraph) has expired.

Notwithstanding the foregoing, (1) the undersigned may transfer Securities (i) as a bona fide gift or gifts, provided that the donee or donees thereof agree to be bound in writing by the restrictions set forth herein, (ii) as a distribution to members, limited partners or stockholders of the undersigned, provided that the members, limited partners or stockholders, as the case may be, agree to be bound in writing by the restrictions set forth herein, (iii) to the undersigned's affiliates or to any investment fund or other entity controlled or managed by the undersigned, provided that the affiliates or investment funds or other entities controlled or managed by the undersigned, as the case may be, agree to be bound in writing by the restrictions set forth herein, or (iv) to members of his or her immediate family, or to any trust for the direct or indirect benefit of the undersigned or one or more members of the immediate family of the undersigned, provided that such immediate family members (or trustee in the case of a trust) agree to be bound in writing by the restrictions set forth herein, and provided further that any such transfer pursuant to sub-clauses (i), (ii), (iii) or (iv) above shall not involve a disposition for value; (2) the undersigned may sell Securities purchased in the open market following the initial public offering described herein; or (3) the undersigned may transfer Securities with the prior written consent of Credit Suisse; provided, however, that it shall be a condition to transfers made pursuant to clauses (i), (ii), (iii) and (iv) of the foregoing clause (1) that no public reports, including but not limited to reports pursuant to Rule 144 of the Securities Act of 1933, as amended, or pursuant to Section 16 of the Securities Exchange Act of 1934, as amended, are required to be filed by the undersigned during the Lock-Up Period (as such may have been extended pursuant to the terms of this Lock-Up Agreement) and no such reports are voluntarily filed by the undersigned during the Lock-Up Period (as such may have been extended pursuant to the terms of this Lock-Up Agreement) in connection with such transfer or distribution (other than (i) a filing under Section 16(a) of the Securities Exchange Act of 1934 which reports solely one or more acquisitions of the Partnership's securities or (ii) a filing on Form 5 made after the expiration of the restricted period described in the foregoing paragraphs). For purposes of this Lock-Up Agreement, "immediate family" shall mean any relationship by blood, marriage or adoption, not more remote than first cousin. In addition, notwithstanding the foregoing, if the undersigned is a corporation, the corporation may transfer Securities to any wholly-owned subsidiary of such corporation; provided, however, that in any such case, it shall be a condition to the transfer that the transferee execute an agreement stating that the transferee is receiving and holding such Securities subject to the provisions of this Lock-Up Agreement and there shall be no further transfer of such Securities except in accordance with this Lock-Up Agreement, and provided further that any such transfer shall not involve a disposition for value.

In furtherance of the foregoing, the Partnership and its transfer agent and registrar are hereby authorized to decline to make any transfer of shares of Securities if such transfer would constitute a violation or breach of this Lock-Up Agreement.

If the undersigned is an officer or director of the general partner of the Partnership, the undersigned further agrees that the foregoing restrictions in this Lock-Up Agreement shall be equally applicable to any issuer-directed Securities the undersigned may purchase in the above-referenced offering.

This Lock-Up Agreement shall be binding on the undersigned and the successors, heirs, personal representatives and assigns of the undersigned. This Lock-Up Agreement shall lapse and become null and void if the Public Offering Date shall not have occurred on or before March 31, 2013. **This agreement shall be governed by, and construed in accordance with, the laws of the State of New York.**

[Signature page follows]

Very truly yours,

[*Name of unitholder*]

SCHEDULE D

FORM OF OPINION OF VINSON & ELKINS L.L.P.

(a) Each of the Partnership Entities and Coffeyville Resources has been duly organized, is validly existing and in good standing as a corporation, limited liability company or a limited partnership under the laws of such entities' jurisdiction of incorporation or formation, as the case may be, and is duly qualified to do business and in good standing as a foreign corporation or other business entity in each jurisdiction set forth opposite its name on the attached Schedule I.

(b) The Partnership Entities and Coffeyville Resources have all corporate, limited liability company and limited partnership, as applicable, power and authority necessary to own or hold their properties and conduct their respective businesses as described in the General Disclosure Package and the Final Prospectus.

(c) The General Partner owns the sole general partner interest in the Partnership and is the sole general partner of the Partnership, with a non-economic interest (the "***GP Interest***"). Such GP Interest has been duly authorized and validly issued in accordance with the A&R Partnership Agreement, such GP Interest is fully paid (to the extent required under the A&R Partnership Agreement) and such GP Interest conforms in all material respects to the description of the GP Interest in the General Disclosure Package and the Final Prospectus. The General Partner owns such GP Interest free and clear of all liens, encumbrances, equities or claims ("***Liens***") (i) in respect of which a financing statement under the Uniform Commercial Code of the State of Delaware naming the General Partner as debtor is on file with the Secretary of State of the State of Delaware or (ii) otherwise known to such counsel, without independent investigation, except for Liens contained in the A&R Partnership Agreement, described in the General Disclosure Package and the Final Prospectus, or Liens created by or arising under the Delaware LP Act.

(d) Coffeyville Resources owns 100% of the membership interests in CVR Holdings; such membership interests have been duly authorized and validly issued in accordance with the CVR Holdings Agreement and are fully paid (to the extent required under the CVR Holdings Agreement) and nonassessable (except as such nonassessability may be affected by Sections 18-607 and 18-804 of the Delaware LLC Act); and CVR Holdings owns such membership interests free and clear of all Liens, (i) in respect of which a financing statement under the Uniform Commercial Code of the State of Delaware naming Coffeyville Resources as debtor is on file with the Secretary of State of the State of Delaware or (ii) otherwise known to such counsel, without independent investigation, except for Liens contained in the CVR Holdings Agreement, described in the General Disclosure Package and the Final Prospectus, or Liens created by or arising under the Delaware LLC Act.

(e) CVR Holdings owns 100% of the membership interests in the General Partner; such membership interests have been duly authorized and validly issued in accordance with the General Partner Agreement and are fully paid (to the extent required under the General Partner Agreement) and nonassessable (except as such nonassessability may be affected by Sections 18-607 and 18-804 of the Delaware LLC Act); and CVR Holdings owns such membership interests free and clear of all Liens, (i) in respect of which a financing statement under the Uniform Commercial Code of the State of Delaware naming CVR Holdings as debtor is on file with the Secretary of State of the State of Delaware or (ii) otherwise known to such counsel, without independent investigation, except for Liens contained in the General Partner Agreement, described in the General Disclosure Package and the Final Prospectus, or Liens created by or arising under the Delaware LLC Act.

(f) CVR Holdings owns 119,988,000 common units in the Partnership and CVR Refining Holdings Sub, LLC owns 12,000 common units in the Partnership (collectively, the "***Sponsor Units***"). Such Sponsor Units have been duly authorized and are validly issued in accordance with the A&R

Partnership Agreement, are fully paid (to the extent required under the A&R Partnership Agreement) and conform in all material respects to the description of the Common Units in the Prospectus. CVR Holdings owns Sponsor Units free and clear of all Liens, (i) in respect of which a financing statement under the Uniform Commercial Code of the State of Delaware naming CVR Holdings as debtor is on file with the Secretary of State of the State of Delaware or (ii) otherwise known to such counsel, without independent investigation, except for Liens contained in the A&R Partnership Agreement, described in the General Disclosure Package and the Final Prospectu,s or Liens created by or arising under the Delaware LP Act.

(g) As of the date hereof, immediately after offer and sale of the Firm Units to the Underwriters in accordance with the Agreement and assuming no purchase by the Underwriters of any of the Optional Units, the issued and outstanding limited partner interests in the Partnership consist of (i) 120,000,000 common units constituting the Sponsor Units and (ii) 24,000,000 common units constituting the Firm Units.

(h) The Partnership owns 100% of the membership interests in Refining LLC; such membership interests have been duly authorized and validly issued in accordance with Refining LLC Agreement and are fully paid (to the extent required under the Refining LLC Agreement) and nonassessable (except as such nonassessability may be affected by Sections 18-607 and 18-804 of the Delaware LLC Act); and the Partnership owns such membership interests free and clear of all Liens, (i) in respect of which a financing statement under the Uniform Commercial Code of the State of Delaware naming the Partnership as debtor is on file with the Secretary of State of the State of Delaware or (ii) otherwise known to such counsel, without independent investigation, except for Liens contained in the Refining LLC Agreement, described in the General Disclosure Package and the Final Prospectus, or Liens created by or arising under the Delaware LLC Act.

(i) The Firm Units to be offered and sold by the Partnership to the Underwriters under the Agreement have been duly authorized in accordance with the A&R Partnership Agreement, and, when issued and delivered to the Underwriters upon payment therefore in accordance with the Agreement, will be validly issued, in accordance with the A&R Partnership Agreement, fully paid (to the extent required by the A&R Partnership Agreement) and non-assessable (except to the extent such nonassessability may be affected by Sections 17-303, 17-607 and 17-804 of the Delaware LP Act).

(j) To such counsel’s knowledge, there are no contracts, agreements or understandings between any of the Partnership Parties and any person granting such person the right to require such Partnership Party to file a registration statement under the Act with respect to any securities of such Partnership Party owned or to be owned by such person or to require such Partnership Party to include such securities in the securities registered pursuant to a Registration Statement or in any securities being registered pursuant to any other registration statement filed by the Partnership under the Act, other than as described in the General Disclosure Package.

(k) The Agreement has been duly authorized, executed and delivered by each of the Partnership Parties party thereto.

(l) Each of the Operative Agreements and each of the Transaction Documents has been duly and validly authorized, executed and delivered by each of the Partnership Entities that are parties thereto and constitutes a valid and legally binding obligation of each of the Partnership Entities that are parties thereto, enforceable against each of them in accordance with its respective terms, provided that the enforceability thereof may be limited by (i) applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws relating to or affecting creditors’ rights generally and by general principals of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law) and (ii) public policy, applicable law relating to fiduciary duties and indemnification and implied covenants of good faith and fair dealing.

(m) As of the date hereof, the offering, issuance and sale of the Offered Units, the execution, delivery and performance of the Agreement and the Operative Agreements by the Partnership Entities party thereto, the consummation of the Transactions or any other transactions contemplated by the Agreement or the Operative Agreements and the application of the proceeds from the sale of the Offered Units as described under "Use of Proceeds" in the Final Prospectus do not and will not:

(i) conflict with or violate the Organizational Documents of any of the Partnership Entities;

(ii) conflict with, result in the breach of, or result in a default (or, an event that, with notice or lapse of time or both, would constitute such an event) under any agreement or instrument listed on Schedule II hereto;

(iii) violate any federal, New York or Delaware statute, rule or regulation applicable to the Partnership Entities; or

(iv) result in the creation of any security interest in, or lien upon, any property or assets of any of the Partnership Entities, except for such security interests or liens as may arise under the Credit Agreement; or

(v) require any consents, approvals, authorizations, orders or qualifications to be obtained by any of the Partnership Entities from, or any registrations, declarations or filings to be made by any of the Partnership Entities with, any governmental authority under any federal or Delaware or New York statute, rule or regulation applicable to the Partnership Entities or under the Delaware LLC Act, the Delaware LP Act or federal law, that have not been obtained or made.

(n) The Registration Statement was declared effective under the Securities Act as of January 16, 2013, and the Prospectus was filed with the Commission pursuant to the subparagraph of Rule 424(b) under the Securities Act in the manner and within the time period required by Rule 424. To such counsel's knowledge, no stop order suspending the effectiveness of the Registration Statement has been issued and no proceeding or examination for such purpose has been instituted or threatened by the Commission.

(o) The Registration Statement at the Effective Date, and the Final Prospectus, as of its date, each appeared on their face to be appropriately responsive in all material respects to the applicable form requirements for registration statements on Form S-1 under the Securities Act and the rules and regulations of the Commission thereunder; it being understood, however, that such counsel expresses no view with respect to Regulation S-T or the financial statements, schedules, or other financial data, included in, or omitted from, the Registration Statement or the Final Prospectus. For purposes of this paragraph, such counsel may assume that the statements made in the Registration Statement and the Final Prospectus are correct and complete.

(p) The statements made in each of the most recent Statutory Prospectus and the Final Prospectus under the captions "Our Cash Distribution Policy and Restrictions on Distributions." "How We Make Cash Distributions" and "Description of The Common Units," insofar as they purport to constitute summaries of the terms of the Common Units, constitute accurate summaries of the terms of such Common Units in all material respects.

(q) The statements made in each of the most recent Statutory Prospectus and the Final Prospectus under the captions "Certain Relationships and Related Party Transactions," "The Partnership Agreement" and "Investment in CVR Refining, LP by Employee Benefit Plans" insofar as they purport to constitute summaries of the terms of statutes, rules or regulations, legal and governmental proceedings or contracts, constitute accurate summaries of the terms of such statutes, rules and regulations, legal and governmental proceedings and contracts in all material respects.

(r) The opinion of Vinson & Elkins L.L.P. that is filed as Exhibit 8.1 to the Registration Statement is confirmed, and the Underwriters may rely on such opinion as if it were addressed to them.

(s) The Partnership is not, and after giving effect to the offering and sale of the Offered Units and the application of the proceeds thereof as described in the General Disclosure Package and the Final Prospectus will not be, an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

(t) To our knowledge, and based solely on a review of such counsel's litigation docket, there are no (i) legal or governmental proceedings pending to which any of the Partnership Entities is a party or of which any property of the Partnership Entities is the subject that are required to be described in the Registration Statement or the Final Prospectus, but are not so described, or (ii) agreements, contracts, indentures, leases or other instruments that are required to be described in the Registration Statement or the Final Prospectus or to be filed as an exhibit to the Registration Statement that are not described or filed as required by the Act.

In addition, such counsel shall state that they have reviewed the Registration Statement, the General Disclosure Package and the Final Prospectus and have participated in conferences with officers and other representatives of the General Partner, the Partnership and the Sponsor and the independent registered public accounting firm of the Partnership and representatives of the Underwriters, at which the contents of the Registration Statement, the General Disclosure Package and the Final Prospectus and related matters were discussed, and although such counsel has not independently verified, is not passing upon, and is not assuming any responsibility for the accuracy, completeness or fairness of the statements contained in, the Registration Statement, the General Disclosure Package and the Final Prospectus (except to the extent specified in paragraphs (k), (l) and (m) above), based on the foregoing, no facts have come to such counsel's attention that lead such counsel to believe that:

(a) the Registration Statement, at the time it became effective on January 16, 2013, contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading;

(b) the General Disclosure Package, as of the Applicable Time, contained an untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; or

(c) the Final Prospectus, as of its date or as of such Closing Date, contained or contains an untrue statement of a material fact or omitted or omits to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading,

except that in each case such counsel need express no opinion with respect to the financial statements and notes and related schedules and other financial or accounting data contained in or omitted from the General Disclosure Package and the Final Prospectus.

In rendering such opinion, such counsel may (i) rely in respect of matters of fact upon certificates of officers and other employees of the General Partner, the Partnership and the Sponsor and upon information obtained from public officials, (ii) assume that all documents submitted to them as originals are authentic, that all copies submitted to such counsel conform to the originals thereof, and that the signatures on all documents examined by such counsel are genuine, (iii) state that such counsel's opinion is limited to federal laws, the laws of the State of New York, the Delaware LP Act and the Delaware LLC Act and (iv) with respect to the opinions expressed as to the due qualification or registration as a foreign limited partnership or limited liability, as the case may be, of the Partnership Entities, state that such opinions are based upon certificates of foreign qualification or registration provided by the Secretary of State of the states listed on an annex to be attached to such counsel's opinion.

Schedule I

Entity	Jurisdiction of Organization	Foreign Qualifications
CVR Refining, LP	Delaware	none
CVR Refining GP, LLC	Delaware	none
CVR Refining Holdings, LLC	Delaware	none
CVR Refining Holdings Sub, LLC	Delaware	none
Coffeyville Resources, LLC	Delaware	Colorado, Iowa, Kansas, Missouri, Montana, Nebraska, Oklahoma, Texas
CVR Refining, LLC	Delaware	none
Wynnewood Energy Company, LLC	Delaware	Arkansas, Colorado, Illinois, Indiana, Iowa, Kansas, Louisiana, Missouri, Nebraska, New Mexico, North Dakota, Oklahoma, South Dakota, Texas (as Gary Williams Energy Company, LLC), Utah, Wyoming
Wynnewood Refining Company, LLC	Delaware	Colorado, Oklahoma, Texas
Coffeyville Resources Refining & Marketing, LLC	Delaware	Colorado, Iowa, Kansas, Missouri, Nebraska, Oklahoma, Texas
Coffeyville Resources Crude Transportation, LLC	Delaware	Colorado, Iowa, Kansas, Missouri, Nebraska, Oklahoma, Texas
Coffeyville Resources Terminal, LLC	Delaware	Colorado, Iowa, Kansas, Missouri, Nebraska, Oklahoma, Texas
Coffeyville Resources Pipeline, LLC	Delaware	Colorado, Iowa, Kansas, Missouri, Nebraska, Oklahoma, Texas
Coffeyville Finance Inc.	Delaware	none

Schedule II

1. Contribution Agreement, dated as of December 31, 2012, by and among CVR Refining, LP, CVR Refining Holdings, LLC and CVR Refining Holdings Sub, LLC
2. Services Agreement, dated as of December 31, 2012, by and among CVR Refining, LP, CVR Refining GP, LLC and CVR Energy, Inc.
3. Trademark License Agreement, dated as of January 23, 2013, by and among CVR Refining, LP and CVR Energy, Inc.
4. Amended and Restated Omnibus Agreement, dated as of April 13, 2011, among CVR Energy, Inc., CVR GP, LLC and CVR Partners, LP
5. Amended and Restated ABL Credit Agreement, dated as of December 20, 2012, among Coffeyville Resources, LLC, CVR Refining, LP, CVR Refining, LLC, Coffeyville Resources Refining & Marketing, LLC, Coffeyville Resources Pipeline, LLC, Coffeyville Resources Crude Transportation, LLC, Coffeyville Resources Terminal, LLC, Wynnewood Energy Company, LLC, Wynnewood Refining Company, LLC and certain of their affiliates, the lenders from time to time party thereto, Wells Fargo Bank, National Association, as collateral agent and administrative agent
6. Amended and Restated ABL Pledge and Security Agreement, dated as of December 20, 2012, among CVR Refining, LP, CVR Refining, LLC, Coffeyville Resources Refining & Marketing, LLC, Coffeyville Resources Pipeline, LLC, Coffeyville Resources Crude Transportation, LLC, Coffeyville Resources Terminal, LLC, Wynnewood Energy Company, LLC, Wynnewood Refining Company, LLC and certain of their affiliates, and Wells Fargo Bank, National Association, as collateral agent
7. Intercompany Credit Facility, dated as of January 23, 2013, by and among CVR Refining, LLC and Coffeyville Resources, LLC
8. Coke Supply Agreement, dated as of October 25, 2007, by and between Coffeyville Resources Refining & Marketing, LLC and Coffeyville Resources Nitrogen Fertilizers, LLC
9. Amended and Restated Cross-Easement Agreement, dated as of April 13, 2011, among Coffeyville Resources Refining & Marketing, LLC and Coffeyville Resources Nitrogen Fertilizers, LLC
10. Environmental Agreement, dated as of October 25, 2007, by and between Coffeyville Resources Refining & Marketing, LLC and Coffeyville Resources Nitrogen Fertilizers, LLC
11. Supplement to Environmental Agreement, dated as of February 15, 2008, by and between Coffeyville Resources Refining and Marketing, LLC and Coffeyville Resources Nitrogen Fertilizers, LLC
12. Second Supplement to Environmental Agreement, dated as of July 23, 2008, by and between Coffeyville Resources Refining and Marketing, LLC and Coffeyville Resources Nitrogen Fertilizers, LLC
13. Amended and Restated Feedstock and Shared Services Agreement, dated as of April 13, 2011, among Coffeyville Resources Refining & Marketing, LLC and Coffeyville Resources Nitrogen Fertilizers, LLC
14. Raw Water and Facilities Sharing Agreement, dated as of October 25, 2007, by and between Coffeyville Resources Refining & Marketing, LLC and Coffeyville Resources Nitrogen Fertilizers, LLC
15. Amended and Restated Crude Oil Supply Agreement dated August 31, 2012, by and between Vitol Inc. and Coffeyville Resources Refining & Marketing, LLC
16. Pipeline Construction, Operation and Transportation Commitment Agreement, dated February 11, 2004, as amended, between Plains Pipeline, L.P. and Coffeyville Resources Refining & Marketing, LLC
17. Indenture relating to 6.500% senior secured notes due 2022, dated as of October 23, 2012, by and between CVR Refining, LLC, Coffeyville Finance Inc., each of the guarantors party thereto, Wells Fargo Bank, National Association, as Trustee, and Wells Fargo Bank, National Association, as Collateral Trustee
18. Registration Rights Agreement relating to 6.500% senior secured notes due 2022, dated as of October 23, 2012, by and between CVR Refining, LLC, Coffeyville Finance Inc., Credit Suisse Securities (USA) LLC, Citigroup Global Markets Inc. and the other parties thereto
19. Reorganization Agreement, dated as of January 16, 2013, by and among CVR Refining GP, LLC, CVR Refining Holdings, LLC, CVR Refining Holdings Sub, LLC and CVR Refining, LP

SCHEDULE E

FORM OF CHIEF FINANCIAL OFFICER'S CERTIFICATE

CVR REFINING, LP

In connection with the offering, sale and issuance by CVR Refining, LP, a Delaware limited partnership (the "***Partnership***"), of 24,000,000 common units representing limited partnership interests (the "Units") pursuant to a registration statement on Form S-1 under the Securities Act of 1933, as amended, filed with the Securities and Exchange Commission on October 1, 2012 (File No. 333-184200), as amended (the "***Registration Statement***"), the prospectus dated January 16, 2013 (the "***Prospectus***"), and an Underwriting Agreement, dated January 16, 2013 (the "***Underwriting Agreement***"), by and among the Partnership, CVR Refining GP, LLC, a Delaware limited liability company, CVR Refining Holdings, LLC, a Delaware limited liability company, and Coffeyville Resources, LLC, a Delaware limited liability company, and the Representatives (as defined herein), I, Susan M. Ball, solely in my capacity as Chief Financial Officer of the Partnership and not in my individual capacity, have been asked to deliver this certificate to Credit Suisse Securities (USA) LLC and Citigroup Global Markets, Inc., as representatives of the several Underwriters named in the Underwriting Agreement (the "***Representatives***"), on behalf of the Partnership. Based on my examination of the Partnership's financial records and schedules undertaken by myself or members of my staff who are responsible for the Partnership's financial accounting matters, I hereby certify, on behalf of the Partnership and solely in my capacity as Chief Financial Officer of the Partnership and not in my individual capacity, that:

1. I or members of my staff who are responsible for the Partnership's financial and accounting matters supervised the compilation of the Partnership's financial information specified in Annex I hereto (the "***Specified Historical Operating Results***").

2. I or members of my staff who are responsible for the Partnership's financial and accounting matters compared the amounts with respect to the Specified Historical Operating Results to the accounting records, analyses, financial schedules and other documents (collectively, the "***Books and Records***") of the Partnership and found the amounts to be consistent and in agreement with the Books and Records and based on assumptions believed by the undersigned to be reasonable.

3. With respect to the Specified Historical Operating Results, nothing has come to my attention that causes me to believe that the financial information contained therein is not true, correct and accurate in all material respects.

4. This certificate is to assist the Representatives in conducting and documenting their investigation of the affairs of the Partnership in connection with the offering of the Units covered by the Prospectus, and the Representatives are entitled to rely on this certificate.

[*Signature page follows*]

IN WITNESS WHEREOF, I have hereunto signed my name as of the date first above written.

CVR REFINING, LP

By: CVR Refining GP, LLC, its general partner

By: _____
Name:
Title:

SCHEDULE F

PERSONS DELIVERING LOCK-UP AGREEMENTS

1. CVR Refining GP, LLC
2. CVR Refining Holdings, LLC
3. John J. Lipinski
4. Stanley A. Riemann
5. Susan M. Ball
6. Edmund S. Gross
7. Robert W. Haugen
8. Wyatt E. Jernigan
9. Christopher G. Swanberg
10. David L. Landreth
11. Carl C. Icahn
12. Vincent J. Intrieri
13. Daniel A. Ninivaggi
14. SungHwan Cho
15. Samuel Merksamer
16. Glenn R. Zander
17. Jon R. Whitney
18. Keith Cozza
19. Kenneth Shea

REORGANIZATION AGREEMENT

BY AND AMONG

CVR REFINING GP, LLC

CVR REFINING HOLDINGS, LLC

CVR REFINING HOLDINGS SUB, LLC

AND

CVR REFINING, LP

DATED AS OF JANUARY 16, 2013

REORGANIZATION AGREEMENT

This Reorganization Agreement, dated as of January 16, 2013 (this "Agreement"), is entered into by and among CVR Refining GP, LLC, a Delaware limited liability company ("CVR Refining GP"), CVR Refining Holdings, LLC, a Delaware limited liability company ("CVR Refining Holdings"), CVR Refining Holdings Sub, LLC, a Delaware limited liability company and a wholly owned subsidiary of CVR Refining Holdings ("Refining Holdings Sub"), and CVR Refining, LP, a Delaware limited partnership (the "Partnership"). The above named entities are sometimes referred to herein as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Coffeyville Resources, LLC, a Delaware limited liability company ("CRLLC"), has formed CVR Refining Holdings under the Delaware Limited Liability Company Act (the "Delaware LLC Act") and owns a 100% membership interest in Holdings as of the date hereof;

WHEREAS, on September 17, 2012, CVR Refining Holdings and CVR Refining GP entered into an Agreement of Limited Partnership (the "Original LPA");

WHEREAS, pursuant to that certain Contribution Agreement, dated as of October 18, 2012, by and among CRLLC and CVR Refining, LLC, a Delaware limited liability company ("CVR Refining"), CRLLC granted, contributed, bargained, conveyed, assigned, transferred, set over and delivered to CVR Refining, it successors and assigns, on behalf of CVR Refining Holdings, CRLLC's 100% membership interest in each of Coffeyville Resources Refining & Marketing, LLC, a Delaware limited liability company, Coffeyville Resources Crude Transportation, LLC, a Delaware limited liability company, Coffeyville Resources Terminal, LLC, a Delaware limited liability company, Coffeyville Resources Pipeline, LLC, a Delaware limited liability company, Wynnewood Energy Company, LLC, a Delaware limited liability company (which owns a 100% membership interest in Wynnewood Refining Company, LLC, a Delaware limited liability company), and 100% of the stock of Coffeyville Finance Inc., a Delaware corporation;

WHEREAS, pursuant to that certain Contribution Agreement, dated as of December 31, 2012 (the "MLP Contribution Agreement"), CVR Refining Holdings contributed, assigned, transferred, conveyed and delivered the 100% membership interest in CVR Refining to the Partnership, and CVR Refining Holdings contributed, assigned, transferred, conveyed and delivered a 0.01% limited partner interest in the Partnership to Refining Holdings Sub;

WHEREAS, CVR Refining Holdings holds 99.99% of the limited partner interests in the Partnership and Refining Holdings Sub owns 0.01% of the limited partner interests in the Partnership (collectively, the "Initial LP Interest") and CVR Refining GP holds a non-economic general partner interest in the Partnership; and

WHEREAS, each of the following actions will occur hereafter:

1. The Initial LP Interest will be recharacterized as the CVR Common Units.

2. If the Threshold Amount (as defined herein) exceeds $340.0 million, the Partnership shall make a cash distribution to CVR Refining Holdings on the Closing Date in an amount equal to the excess, and if the Threshold Amount is less than $340.0 million, CVR Refining Holdings shall make a contribution in an amount of cash equal to the deficiency.

3. The Partnership will distribute the right to receive the Deferred Issuance and Distribution to CVR Refining Holdings.

4. In connection with a firm commitment underwritten offering of the Common Units (the "Offering"), the public, through the Underwriters, will contribute cash to the Partnership pursuant to the Underwriting Agreement, net of the Underwriters' Discount, in exchange for Common Units.

5. The Partnership will use the expected proceeds of the Offering, net of the Underwriters' Discount, structuring fees and expenses incurred in connection with the Offering, and the contribution by Holdings pursuant to Section 2.3 hereto, if applicable, to (a) repurchase senior secured notes previously issued by CRLLC at a total expected cost of approximately $255.0 million, (b) prefund approximately $160.0 million of certain maintenance and environmental capital expenditures, and (c) fund $54.0 million of turnaround expenses of the Partnership's refinery in Wynnewood, Oklahoma.

WHEREAS, each of the Parties and the members, partners, boards of directors or managers of the Parties, as the case may be, have taken all partnership, limited liability company or other action, as the case may be, required to be taken to approve the transactions contemplated by this Agreement.

WHEREAS, the Partnership may adjust upward or downward the number of Firm Units and Option Units, with corresponding adjustments to the number of CVR Common Units, to be offered to the public through the Underwriters.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

ARTICLE I

DEFINITIONS

The following defined terms will have the meaning given below:

"Common Unit" has the meaning set forth in the LP Agreement.

"Closing Date" shall mean the date of closing of the sale of the Firm Units to the Underwriters pursuant to the Underwriting Agreement.

"Contribution Date" shall have the meaning set forth in the LP Agreement.

"CVR Common Units" means the aggregate 124,600,000 Common Units to be issued to CVR Refining Holdings and Refining Holdings pursuant to Section 2.2; provided that if the Partnership increases the number of Firm Units, the CVR Common Units will be decreased by a number of Common Units equal to 115% (to accommodate the corresponding increase in the number of Option Units and Deferred Issuance and Distribution) of such increase and if the Partnership decreases the number of Firm Units, the CVR Common Units will be increased by a number of Common Units equal to 115% of such decrease.

"Deferred Issuance and Distribution" has the meaning set forth in the LP Agreement.

"Firm Units" means the Common Units to be sold to the Underwriters pursuant to the terms of the Underwriting Agreement, excluding the Option Units.

"LP Agreement" means the First Amended and Restated Agreement of Limited Partnership of the Partnership, substantially in the form attached as Appendix A to the prospectus constituting Part I of the Registration Statement.

"Option Units" means the Common Units that the Partnership will agree to issue upon exercise of the Underwriters' Option.

"Registration Statement" means the Registration Statement on Form S-1 initially filed on October 1, 2012 with the Securities and Exchange Commission (Registration No. 333-184200), as amended.

"Threshold Amount" means the aggregate of: (i) the Partnership's estimate of its cash on hand on the Closing Date immediately prior to the closing of the Offering; *plus* (ii) the proceeds from the Offering, net of the Underwriters' Discount and structuring fees; *less* (iii) estimated offering expenses, net of any expected expense reimbursement from the Underwriters; *less* (iv) $255.0 million expected to be used to repurchase the senior secured notes previously issued by CRLLC.

"Underwriters" means the underwriting syndicate listed in Schedule I of the Underwriting Agreement.

"Underwriters' Discount" means the Underwriters' discount as provided by the Underwriting Agreement.

"Underwriters' Option" means the option granted by the Partnership to the Underwriters to purchase a number of Common Units equal to 15% of the Firm Units, which the Partnership will agree to sell to the Underwriters, at their option, pursuant to the Underwriting Agreement.

"Underwriting Agreement" means a firm commitment underwriting agreement to be entered into among the Partnership, CVR Refining GP, CVR Refining, CVR Refining Holdings and the Underwriters, in substantially the form attached as Exhibit 1.1 to the Registration Statement.

ARTICLE II

CONTRIBUTIONS

The following capital contributions and transactions shall be completed in the order set forth below.

Section 2.1 *Execution of LP Agreement.*

On the Closing Date, CVR Refining Holdings and CVR Refining GP shall amend and restate the Original LPA by executing the LP Agreement, with such changes as are necessary to reflect any adjustment to the number of Firm Units and Option Units as the Partnership may agree with the Underwriters and such other changes as the Partnership, CVR Refining GP and CVR Refining Holdings may agree.

Section 2.2 *Recharacterization of Limited Partner Interests.*

On the Closing Date, effective contemporaneously with the adoption of the LP Agreement pursuant to Section 2.1, the Initial LP Interest shall be, and hereby is, recharacterized as the CVR Common Units, with 99.99% and 0.01% of the CVR Common Units to be issued to each of CVR Refining Holdings and Refining Holdings Sub, respectively, rounded in each case to the nearest whole number of Common Units.

Section 2.3 *Holdings Contribution or Distribution.*

If, upon the closing of the Offering, the Threshold Amount exceeds $340.0 million, the Partnership shall make a cash distribution in the amount of such excess to Holdings. If the Threshold Amount is below $340.0 million, Holdings shall make a cash contribution in the amount of such deficiency to the Partnership.

Section 2.4 *Distribution of the Right To Receive the Deferred Issuance and Distribution.*

On the Closing Date, the Partnership shall, and hereby does, distribute to CVR Refining Holdings the right to receive the Deferred Issuance and Distribution.

Section 2.5 *Underwriter Cash Contribution.*

The Parties acknowledge that the Partnership is undertaking the Offering, and the Underwriters are to agree, pursuant to the Underwriting Agreement, to make a capital contribution to the Partnership of an amount determined pursuant to the terms of the Underwriting Agreement in exchange for the issuance by the Partnership to the Underwriters of the Firm Units.

ARTICLE III

DEFERRED ISSUANCE AND DISTRIBUTION

Upon the earlier to occur of the expiration of the Underwriters' Option or the exercise in full of the Underwriters' Option, the Partnership shall issue to CVR Refining Holdings a number of additional Common Units that is equal to the excess, if any, of (a) the total number of Option Units over (b) the aggregate number of Common Units, if any, actually purchased by and issued to the Underwriters pursuant to the exercise(s) of the Underwriters' Option. Upon each exercise of the Underwriters' Option, the Partnership shall distribute to CVR Refining Holdings an amount of cash equal to the proceeds therefrom net of the Underwriters' Discount with respect to each such exercise.

ARTICLE IV

MISCELLANEOUS

Section 4.1 *Further Assurances.*

From time to time, and without any further consideration, the Parties agree to execute, acknowledge and deliver all such additional deeds, assignments, bills of sale, conveyances, instruments, notices, releases, acquittances and other documents, and to do all such other acts and things, all in accordance with applicable law, as may be necessary or appropriate (a) more fully to assure that the applicable Parties own all of the properties, rights, titles, interests, estates, remedies, powers and privileges granted by this Agreement, or which are intended to be so granted, (b) more fully and effectively to vest in the applicable Parties and their respective successors and assigns beneficial and record title to the interests contributed and assigned by this Agreement or intended to be so and (c) more fully and effectively carry out the purposes and intent of this Agreement.

Section 4.2 *Successors and Assigns.*

The Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

Section 4.3 *No Third Party Rights.*

The provisions of this Agreement are intended to bind the Parties as to each other and are not intended to and do not create rights in any other person or confer upon any other person any benefits, rights or remedies and no person is or is intended to be a third party beneficiary of any of the provisions of this Agreement.

Section 4.4 *Severability.*

If any of the provisions of this Agreement are held by any court of competent jurisdiction to contravene, or to be invalid under, the laws of any political body having jurisdiction over the subject matter hereof, such contravention or invalidity shall not invalidate the entire Agreement. Instead, this Agreement shall be construed as if it did not contain the particular provision or provisions held to be invalid, and an equitable adjustment shall be made and necessary provision added so as to give effect to the intention of the Parties as expressed in this Agreement at the time of execution of this Agreement.

Section 4.5 *Entire Agreement.*

This Agreement and the instruments referenced herein supersede all previous understandings or agreements among the Parties, whether oral or written, with respect to the subject matter of this Agreement and such instruments. This Agreement and such instruments contain the entire understanding of the Parties with respect to the subject matter hereof and thereof. No understanding, representation, promise or agreement, whether oral or written, is intended to be or shall be included in or form part of this Agreement unless it is contained in a written amendment hereto executed by the Parties after the date of this Agreement.

Section 4.6 *Amendment or Modification.*

This Agreement may be amended or modified at any time or from time to time only by a written instrument, specifically stating that such written instrument is intended to amend or modify this Agreement, signed by each of the Parties.

Section 4.7 *Construction.*

All Article and Section headings in this Agreement are for convenience only and shall not be deemed to control or affect the meaning or construction of any of the provisions hereof. All references herein to Articles and Sections shall, unless the context requires a different construction, be deemed to be references to the Articles and Sections of this Agreement. The words “hereof,” “herein” and “hereunder” and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole, and not to any particular provision of this Agreement. All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders, and the singular shall include the plural and vice versa. The use herein of the word “including” following any general statement, term or matter shall not be construed to limit such statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as “without limitation”, “but not limited to”, or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term or matter.

Section 4.8 *Counterparts.*

This Agreement may be executed in any number of counterparts with the same effect as if all Parties had signed the same document. All counterparts shall be construed together and shall constitute one and the same instrument. The delivery of an executed counterpart copy of this Agreement by facsimile or electronic transmission in PDF format shall be deemed to be the equivalent of delivery of the originally executed copy thereof.

Section 4.9 *Deed; Bill of Sale; Assignment.*

To the extent required and permitted by applicable law, this Agreement shall also constitute a “deed,” “bill of sale” or “assignment” of the assets and interests referenced herein.

Section 4.10 Applicable Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the principles of conflicts of law.

[*Signature Page Follows*]

IN WITNESS WHEREOF, this Agreement has been duly executed by the Parties as of the date first written above.

CVR REFINING GP, LLC

By: /s/ Susan M. Ball
Name: Susan M. Ball
Title: Chief Financial Officer and Treasurer

CVR REFINING HOLDINGS, LLC

By: /s/ Susan M. Ball
Name: Susan M. Ball
Title: Chief Financial Officer and Treasurer

CVR REFINING HOLDINGS SUB, LLC

By: CVR Refining Holdings, its sole member

By: /s/ Susan M. Ball
Name: Susan M. Ball
Title: Chief Financial Officer and Treasurer

CVR REFINING, LP

By: CVR Refining GP, LLC, its general partner

By: /s/ Susan M. Ball
Name: Susan M. Ball
Title: Chief Financial Officer and Treasurer

Exhibit 10.2

CVR REFINING, LP

LONG TERM INCENTIVE PLAN

Section 1. Purpose of the Plan. The CVR Refining, LP Long-Term Incentive Plan (the "***Plan***") has been adopted on January 16, 2013 (the "***Effective Date***") by CVR Refining GP, LLC, a Delaware limited liability company, the general partner ("***General Partner***") of CVR Refining, LP, a Delaware limited partnership (the "***Partnership***"). The Plan is intended to promote the interests of the General Partner, the Partnership and their Affiliates by providing to Employees, Consultants and Directors incentive compensation awards to encourage superior performance. The Plan is also contemplated to enhance the ability of the General Partner, the Partnership and their Affiliates to attract and retain the services of individuals who are essential for the growth and profitability of the Partnership and to encourage them to devote their best efforts to advancing the business of the Partnership.

Section 2. Definitions. As used in the Plan, the following terms shall have the meanings set forth below:

(a) "***409A Award***" means an Award that constitutes a "deferral of compensation" within the meaning of the 409A Regulations, whether by design, due to a subsequent modification in the terms and conditions of such Award or as a result of a change in applicable law following the date of grant of such Award, and that is not exempt from Section 409A of the Code pursuant to an applicable exemption.

(b) "***409A Regulations***" means the applicable Treasury regulations and other interpretive guidance promulgated pursuant to Section 409A of the Code.

(c) "***Affiliate***" means, with respect to any Person, any other Person that directly or indirectly through one or more intermediaries controls, is controlled by or is under common control with, the Person in question. As used herein, the term "control" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

(d) "***Award***" means an Option, Unit Appreciation Right, Restricted Unit, Phantom Unit, Unit Award, Substitute Award, Other Unit Based Award or Cash Award granted under the Plan or Performance Awards and includes, as appropriate, any tandem DERs granted with respect to an Award (other than a Restricted Unit or Unit Award).

(e) "***Award Agreement***" means the written or electronic agreement by which an Award shall be evidenced.

(f) "***Board***" means the Board of Directors of the General Partner.

(g) "***Cash Award***" means an award denominated in cash.

(h) "***Change of Control***" means, and shall be deemed to have occurred upon one or more of the following events:

(i) any "person" or "group" within the meaning of those terms as used in Sections 13(d) and 14(d)(2) of the Exchange Act, other than members of the General Partner, the Partnership, or an Affiliate of either the General Partner or the Partnership, shall become the beneficial owner, by way of merger, consolidation, recapitalization, reorganization or otherwise, of 50% or more of the voting power of the voting securities of the General Partner or the Partnership;

(ii) the limited partners of the General Partner or the Partnership approve, in one transaction or a series of transactions, a plan of complete liquidation of the General Partner or the Partnership;

(iii) the sale or other disposition by either the General Partner or the Partnership of all or substantially all of its assets in one or more transactions to any Person other than an Affiliate;

(iv) the General Partner or an Affiliate of the General Partner or the Partnership ceases to be the general partner of the Partnership;

(v) any other event specified as a "***Change of Control***" in an applicable Award Agreement.

Notwithstanding the above, with respect to a 409A Award, a "Change of Control" shall not occur unless that Change of Control also constitutes a "change in the ownership of a corporation," a "change in the effective control of a corporation," or a "change in the ownership of a substantial portion of a corporation's assets," in each case, within the meaning of 1.409A-3(i)(5) of the 409A Regulations, as applied to non-corporate entities.

(i) "***Code***" means the Internal Revenue Code of 1986, as amended from time to time.

(j) "***Committee***" means the Board or such committee as may be appointed by the Board to administer the Plan, which alternative committee may be the board of directors or managers of any Affiliate or a committee therefore.

(k) "***Consultant***" means an individual who renders consulting or advisory services to the General Partner, the Partnership or an Affiliate of either.

(l) "***Director***" means a member of the Board or the board of directors of an Affiliate of the General Partner who is not an Employee or a Consultant (other than in that individual's capacity as a Director).

(m) "***Distribution Equivalent Right***" or "***DER***" means a contingent right, granted alone or in tandem with a specific Award (other than a Restricted Unit or Unit Award), to receive with respect to each Unit subject to the Award an amount in cash, Units and/or Phantom Units, as determined by the Committee in its sole discretion, equal in value to the distributions made by the Partnership with respect to a Unit during the period such Award is outstanding.

(n) "***Effective Date***" has the meaning set forth in Section 1.

(o) "***Employee***" means an employee of the General Partner or an Affiliate of the General Partner.

(p) "***Exchange Act***" means the Securities Exchange Act of 1934, as amended.

(q) "***Fair Market Value***" means, on any relevant date, the closing sales price of a Unit on the principal national securities exchange or other market in which trading in Units occurs on the last market trading day prior to the applicable day (or, if there is no trading in the Units on such date, on the next preceding day on which there was trading) as reported in The Wall Street Journal (or other reporting service approved by the Committee). If Units are not traded on a national securities exchange or other market at the time a determination of Fair Market Value is required to be made hereunder, the determination of Fair Market Value shall be made by the Committee in good faith using a "reasonable application of a reasonable valuation method" within the meaning of the 409A Regulations (specifically, Section 1.409A-l(b)(5)(iv)(B) of the 409A Regulations).

(r) "***General Partner***" has the meaning set forth in Section 1.

(s) "***Option***" means an option to purchase Units granted under the Plan.

(t) "***Other Unit Based Award***" means an Award granted to an Employee, Director or Consultant pursuant to Section 6(f).

(u) "***Participant***" means an Employee, Consultant or Director granted an Award under the Plan.

(v) "***Partnership***" has the meaning set forth in Section 1.

(w) "***Performance Award***" means a right granted to an Employee, Director or Consultant pursuant to Section 6(i), to receive an Award based upon performance criteria specified by the Committee.

(x) "***Person***" means an individual or a corporation, limited liability company, partnership, joint venture, trust, unincorporated organization, association, governmental agency or political subdivision thereof or other entity.

(y) "***Phantom Unit***" means a notional Unit granted under the Plan which upon vesting entitles the Participant to receive, at the time of settlement, a Unit or an amount of cash equal to the Fair Market Value of a Unit, as determined by the Committee in its sole discretion.

(z) "***Plan***" has the meaning set forth in Section 1.

(aa) "***Qualified Member***" means a member of the Committee who is a "nonemployee director" within the meaning of Rule 16b-3(b)(3).

(bb) "***Restricted Period***" means the period established by the Committee with respect to an Award during which the Award remains subject to forfeiture and is either not exercisable by or payable to the Participant, as the case may be.

(cc) "***Restricted Unit***" means a Unit granted under the Plan that is subject to a Restricted Period.

(dd) "***Rule 16b-3***" means Rule 16b-3 promulgated by the SEC under the Exchange Act or any successor rule or regulation thereto as in effect from time to time.

(ee) "***SEC***" means the Securities and Exchange Commission, or any successor thereto.

(ff) "***Substitute Award***" means an award granted pursuant to Section 6(h) of the Plan.

(gg) "***Unit Distribution Right***" or "***UDR***" means a distribution made by the Partnership with respect to a Restricted Unit.

(hh) "***Unit***" means a common unit of the Partnership.

(ii) "***Unit Appreciation Right***" means a contingent right granted under the Plan that entitles the holder to receive, in cash or Units, as determined by the Committee in its sole discretion, an amount equal to the excess of the Fair Market Value of a Unit on the exercise date of the Unit Appreciation Right (or another specified date) over the exercise price of the Unit Appreciation Right.

(jj) "***Unit Award***" means a grant of a Unit that is not subject to a Restricted Period.

Section 3. Administration.

(a) Authority of the Committee. The Plan shall be administered by the Committee. A majority of the Committee shall constitute a quorum, and the acts of the members of the Committee who are present at any meeting thereof at which a quorum is present, or acts unanimously approved by the members of the Committee in writing, shall be the acts of the Committee. Subject to the terms of the Plan and applicable law, and in addition to other express powers and authorizations conferred on the Committee by the Plan, the Committee shall have full power and authority to: (i) designate Participants; (ii) determine the type or types of Awards to be granted to a Participant; (iii) determine the number of Units to be covered by Awards; (iv) determine the terms and conditions of any Award, consistent with the terms of the Plan, which terms may include any provision regarding the acceleration of vesting or waiver of forfeiture restrictions or any other condition or limitation regarding an Award, based on such factors as the Committee shall determine, in its sole discretion; (v) determine whether, to what extent, and under what circumstances Awards may be vested, settled, exercised, canceled, or forfeited; (vi) interpret and administer the Plan and any instrument or agreement relating to an Award made under the Plan; (vii) establish, amend, suspend, or waive such rules and regulations and appoint such agents as it shall deem appropriate for the proper administration of the Plan; and (viii) make any other determination and take any other action that the Committee deems necessary or desirable for the administration of the Plan. The Committee may correct any defect or supply any omission or reconcile any inconsistency in the Plan or an Award Agreement in such manner and to such extent as the Committee deems necessary or appropriate. The determinations of the Committee on the matters referred to in this Section 3(a) shall be final and conclusive.

(b) Manner and Exercise of Committee Authority. At any time that a member of the Committee is not a Qualified Member, any action of the Committee relating to an Award granted or to be granted to a Participant who is then subject to Section 16 of the Exchange Act in respect of the Partnership may be taken either (i) by a subcommittee, designated by the Committee, composed solely of two or more Qualified Members, or (ii) by the Committee but with each such member who is not a Qualified Member abstaining or recusing himself or herself from such action; provided, however, that upon such abstention or recusal the Committee remains composed solely of two or more Qualified Members. Such action, authorized by such a subcommittee or by the Committee upon the abstention or recusal of such non-Qualified Member(s), shall be the action of the Committee for all purposes of the Plan. Unless otherwise expressly provided in the Plan, all designations, determinations, interpretations, and other decisions under or with respect to the Plan or any Award shall be within the sole discretion of the Committee, may be made at any time and shall be final, conclusive, and binding upon all Persons, including, without limitation, the General Partner, the Partnership, any Affiliate, any Participant, and any beneficiary of a Participant. The express grant of any specific power to the Committee, and the taking of any action by the Committee, shall not be construed as limiting the power or authority of the Committee. Subject to the Plan and any applicable law, the Committee, in its sole discretion, may delegate any or all

of its powers and duties under the Plan, including the power to grant Awards under the Plan, to the Chief Executive Officer of the General Partner, subject to such limitations on such delegated powers and duties as the Committee may impose, if any, and provided that the Committee may not delegate its duties where such delegation would violate state corporate law, or with respect to making Awards to, or otherwise with respect to Awards granted to, Participants who are subject to Section 16(b) of the Exchange Act. Upon any such delegation, all references in the Plan to the "Committee," other than in Section 7, shall be deemed to include the Chief Executive Officer. Any such delegation shall not limit the Chief Executive Officer's right to receive Awards under the Plan; provided, however, the Chief Executive Officer may not grant Awards to himself, a Director or any executive officer of the General Partner or an Affiliate, or take any action with respect to any Award previously granted to himself, an individual who is an executive officer or a Director. Under no circumstances shall any such delegation result in the loss of an exemption under Rule 16b-3(d)(1) for Awards granted to Participants subject to Section 16 of the Exchange Act in respect of the Partnership.

(c) Limitation of Liability. The Committee and each member thereof shall be entitled to, in good faith, rely or act upon any report or other information furnished to him or her by any officer or employee of the General Partner, the Partnership or their Affiliates, the General Partner's or the Partnership's legal counsel, independent auditors, consultants or any other agents assisting in the administration of the Plan. Members of the Committee and any officer or employee of the General Partner, the Partnership or any of their Affiliates acting at the direction or on behalf of the Committee shall not be personally liable for any action or determination taken or made in good faith with respect to this Plan, and shall, to the fullest extent permitted by law, be indemnified and held harmless by the General Partner with respect to any such action or determination.

(d) Exemptions from Section 16(b) Liability. It is the intent of the General Partner that the grant of any Awards to or other transaction by a Participant who is subject to Section 16 of the Exchange Act shall be exempt from such Section pursuant to an applicable exemption (except for transactions acknowledged in writing to be non-exempt by such Participant). Accordingly, if any provision of this Plan or any Award Agreement does not comply with the requirements of Rule 16b-3 as then applicable to any such transaction, such provision shall be construed or deemed amended to the extent necessary to conform to the applicable requirements of Rule 16b-3 so that such Participant shall avoid liability under Section 16(b) of the Exchange Act.

Section 4. Units.

(a) Limits on Units Deliverable. Subject to adjustment as provided in Section 4(c) and Section 7, the number of Units that may be delivered with respect to Awards under the Plan is 11,070,000. Units withheld from an Award or surrendered by a Participant to satisfy the Partnership's or an Affiliate's tax withholding obligations (including the withholding of Units with respect to Restricted Units) or to satisfy the payment of any exercise price with respect to the Award shall be considered to be Units delivered under the Plan for this purpose. If any Award is forfeited, cancelled, exercised, settled in cash, or otherwise terminates or expires without the actual delivery of Units pursuant to such Award (the grant of Restricted Units is not a delivery of Units for this purpose), the Units subject to such Award shall again be available for Awards under the Plan (including Units not delivered in connection with the exercise of an Option or Unit Appreciation Right). There shall not be any limitation on the number of Awards that may be granted and paid in cash.

(b) Sources of Units Deliverable Under Awards. Any Units delivered pursuant to an Award shall consist, in whole or in part, of Units acquired in the open market, from any Affiliate, the Partnership or any other Person, or any combination of the foregoing, as determined by the Committee in its discretion.

(c) Anti-dilution Adjustments. Notwithstanding anything contained in Section 7, with respect to any "equity restructuring" event that could result in an additional compensation expense to the General Partner or the Partnership pursuant to the provisions of FASB Accounting Standards Codification, Topic 718 if adjustments to Awards with respect to such event were discretionary, the Committee shall equitably adjust the number and type of Units covered by each outstanding Award and the terms and conditions, including the exercise price and performance criteria (if any), of such Award to equitably reflect such restructuring event and shall adjust the number and type of Units (or other securities or property) with respect to which Awards may be granted after such event. With respect to any other similar event that would not result in an accounting charge under FASB Accounting Standards Codification, Topic 718 if the adjustment to Awards with respect to such event were subject to discretionary action, the Committee shall have complete discretion to adjust Awards in such manner as it deems appropriate with respect to such other event. In the event the Committee makes any adjustment pursuant to the foregoing provisions of this Section 4(c), the Committee shall make a corresponding and proportionate adjustment with respect to the maximum number of Units that may be delivered with respect to Awards under the Plan as provided in Section 4(a) and the kind of Units or other securities available for grant under the Plan.

(d) Additional Issuances. Except as hereinbefore expressly provided, the issuance by the General Partner or the Partnership of Units for cash, property, labor or services, upon direct sale, or upon the conversion of Units or obligations of the General Partner or the Partnership convertible into such Units, and in any case whether or not for fair value, shall not affect, and no adjustment by reason thereof shall be made with respect to, the number of Units subject to Awards theretofore granted pursuant to the Plan.

Section 5. Eligibility. Any Employee, Consultant or Director shall be eligible to be designated a Participant and receive an Award under the Plan. If the Units issuable pursuant to an Award are intended to be registered with the SEC on Form S-8, then only Employees, Consultants, and Directors of the Partnership or a parent or subsidiary of the Partnership (within the meaning of General Instruction A.1(a) to Form S-8) will be eligible to receive such an Award.

Section 6. Awards.

(a) General. Awards may be granted on the terms and conditions set forth in this Section 6. In addition, the Committee may impose on any Award or the exercise thereof, at the date of grant or thereafter (subject to Section 7(a)), such additional terms and conditions, not inconsistent with the provisions of the Plan, as the Committee shall determine, including terms requiring forfeiture of Awards in the event of termination of employment by the Participant, or termination of the Participant's service relationship with the General Partner, the Partnership, or their Affiliates, and terms permitting a Participant to make elections relating to his or her Award. The Committee shall retain full power and discretion to accelerate, waive or modify, at any time, any term or condition of an Award that is not mandatory under the Plan; provided, however, that the Committee shall not have any discretion to accelerate the terms of payment of any Award that provides for a deferral of compensation under Section 409A the Code and the 409A Regulations if such acceleration would subject a Participant to additional taxes under Section 409A the Code and the 409A Regulations.

(b) Options. The Committee may grant Options that are intended to comply with Section 1.409A-l(b)(5)(i)(A) of the 409A Regulations only to Employees, Consultants or Directors performing services on the date of grant for the Partnership or a corporation or other type of entity in a chain of corporations or other entities in which each corporation or other entity has a "controlling interest" in another corporation or entity in the chain, starting with the Partnership and ending with the corporation or other entity for which the Employee, Consultant or Director performs services. For

purposes of this Section 6(b), "controlling interest" means (i) in the case of a corporation, ownership of stock possessing at least 50% of total combined voting power of all classes of stock of such corporation entitled to vote or at least 50% of the total value of shares of all classes of stock of such corporation; (ii) in the case of a partnership, ownership of at least 50% of the profits interest or capital interest of such partnership; (iii) in the case of a sole proprietorship, ownership of the sole proprietorship; or (iv) in the case of a trust or estate, ownership of an actuarial interest (as defined in Section 1.414(c)-2(b)(2)(ii) of the 409A Regulations) of at least 50% of such trust or estate. The Committee may grant Options that are otherwise exempt from or compliant with Section 409A of the Code to any eligible Employee, Consultant or Director. The Committee shall have the authority to determine the number of Units to be covered by each Option, the purchase price therefore and the Restricted Period and other conditions and limitations applicable to the exercise of the Option, including the following terms and conditions and such additional terms and conditions, as the Committee shall determine, that are not inconsistent with the provisions of the Plan.

(i) Exercise Price. The exercise price per Unit purchasable under an Option that does not provide for the deferral of compensation under the 409A Regulations shall be determined by the Committee at the time the Option is granted but, except with respect to Substitute Awards, may not be less than the Fair Market Value of a Unit as of the date of grant of the Option. For purposes of this Section 6(b)(i), the Fair Market Value of a Unit shall be determined as of the date of grant. The exercise price per Unit purchasable under an Option that does not provide for the deferral of compensation by reason of satisfying the short-term deferral rule set forth in the 409A Regulations or that is compliant with Section 409A of the Code shall be determined by the Committee at the time the Option is granted.

(ii) Time and Method of Exercise. The Committee shall determine the exercise terms and the Restricted Period with respect to an Option grant, which may include, without limitation, a provision for accelerated vesting upon the achievement of specified performance goals or other events, and the method or methods by which payment of the exercise price with respect thereto may be made or deemed to have been made, which may include, without limitation, cash, check acceptable to the General Partner, withholding Units from an Award, a "cashless-broker" exercise through procedures approved by the General Partner, or any combination of the above methods, having a Fair Market Value on the exercise date equal to the relevant exercise price.

(iii) Forfeitures. Except as otherwise provided in the terms of the Award Agreement, upon termination of a Participant's employment or service to the General Partner and its Affiliates or membership on the Board or the board of directors of an Affiliate, whichever is applicable, for any reason during the applicable Restricted Period, all unvested Options shall be forfeited by the Participant. The Committee may, in its discretion, waive in whole or in part such forfeiture with respect to a Participant's Options; provided that the waiver contemplated under this Section 6(b)(iii) shall be effective only to the extent that such waiver will not cause the Participant's Options that are designed to satisfy Section 409A of the Code to fail to satisfy such Section.

(c) Unit Appreciation Rights. The Committee may grant Unit Appreciation Rights that are intended to comply with Section 1.409A-l(b)(5)(i)(B) of the 409A Regulations only to Employees, Consultants or Directors performing services on the date of grant for the Partnership or a corporation or other type of entity in a chain of corporations or other entities in which each corporation or other entity has a "controlling interest" in another corporation or entity in the chain, starting with the Partnership and ending with the corporation or other entity for which the Employee, Consultant or Director performs services. For purposes of this Section 6(c), "controlling interest" means (i) in the case of a corporation,

ownership of stock possessing at least 50% of total combined voting power of all classes of stock of such corporation entitled to vote or at least 50% of the total value of shares of all classes of stock of such corporation; (ii) in the case of a partnership, ownership of at least 50% of the profits interest or capital interest of such partnership; (iii) in the case of a sole proprietorship, ownership of the sole proprietorship; or (iv) in the case of a trust or estate, ownership of an actuarial interest (as defined in Section 1.414(c)-2(b)(2)(ii) of the 409A Regulations) of at least 50% of such trust or estate. The Committee may grant Unit Appreciation Rights that are otherwise exempt from or compliant with Section 409A of the Code to any eligible Employee, Consultant or Director. The Committee shall have the authority to determine the Employees, Consultants and Directors to whom Unit Appreciation Rights shall be granted, the number of Units to be covered by each grant, whether Units or cash shall be delivered upon exercise, the exercise price therefor and the conditions and limitations applicable to the exercise of the Unit Appreciation Rights, including the following terms and conditions and such additional terms and conditions as the Committee shall determine, that are not inconsistent with the provisions of the Plan.

(i) Exercise Price. The exercise price per Unit Appreciation Right that does not provide for the deferral of compensation under the 409A Regulations shall be determined by the Committee at the time the Unit Appreciation Right is granted but, except with respect to Substitute Awards, may not be less than the Fair Market Value of a Unit as of the date of grant of the Unit Appreciation Right. For purposes of this Section 6(c)(i), the Fair Market Value of a Unit shall be determined as of the date of grant. The exercise price per Unit Appreciation Right that does not provide for the deferral of compensation by reason of satisfying the short-term deferral rule set forth in the 409A Regulations or that is compliant with Section 409A of the Code shall be determined by the Committee at the time the Unit Appreciation Right is granted.

(ii) Time of Exercise. The Committee shall determine the Restricted Period and the time or times at which a Unit Appreciation Right may be exercised in whole or in part, which may include, without limitation, accelerated vesting upon the achievement of specified performance goals or other events.

(iii) Forfeitures. Except as otherwise provided in the terms of the Award Agreement, upon termination of a Participant's employment with or service to the General Partner, the Partnership and their Affiliates or membership on the Board or the board of directors of an Affiliate, whichever is applicable, for any reason during the applicable Restricted Period, all outstanding Unit Appreciation Rights awarded to the Participant shall be automatically forfeited on such termination. The Committee may, in its discretion, waive in whole or in part such forfeiture with respect to a Participant's Unit Appreciation Rights.

(d) Restricted Units and Phantom Units. The Committee shall have the authority to determine the Employees, Consultants and Directors to whom Restricted Units or Phantom Units shall be granted, the number of Restricted Units or Phantom Units to be granted to each such Participant, the Restricted Period, the conditions under which the Restricted Units or Phantom Units may become vested or forfeited and such other terms and conditions as the Committee may establish with respect to such Awards.

(i) UDRs. To the extent provided by the Committee, in its discretion, a grant of Restricted Units may provide that the distributions made by the Partnership with respect to the Restricted Units shall be subject to the same forfeiture and other restrictions as the Restricted Unit and, if restricted, such distributions shall be held, without interest, until the Restricted Unit vests or is forfeited with the UDR being paid or forfeited at the same time, as the case may be. In addition, the Committee may provide that such distributions be used to acquire additional Restricted Units for the Participant. Such additional Restricted Units may be subject to such

vesting and other terms as the Committee may prescribe. Absent such a restriction on the UDRs in the Award Agreement, UDRs shall be paid to the holder of the Restricted Unit without restriction at the same time as cash distributions are paid by the Partnership to its unitholders. Notwithstanding the foregoing, UDRs shall only be paid in a manner that is either exempt from or in compliance with Section 409A of the Code.

(ii) Forfeitures. Except as otherwise provided in the terms of the applicable Award Agreement, upon termination of a Participant's employment with or services to the General Partner and its Affiliates or membership on the Board or the board of directors of an Affiliate, whichever is applicable, for any reason during the applicable Restricted Period, all outstanding, unvested Restricted Units and Phantom Units awarded to the Participant shall be automatically forfeited on such termination. The Committee may, in its discretion, waive in whole or in part such forfeiture with respect to a Participant's Restricted Units and/or Phantom Units; provided that the waiver contemplated under this Section 6(d)(ii) shall be effective only to the extent that such waiver will not cause the Participant's Restricted Units and/or Phantom Units that are designed to satisfy Section 409A of the Code to fail to satisfy such Section.

(iii) Lapse of Restrictions.

(A) Phantom Units. No later than the 15th calendar day following the vesting of each Phantom Unit, subject to the provisions of Section 8(b), the Participant shall be entitled to settlement of such Phantom Unit and shall receive one Unit or an amount in cash equal to the Fair Market Value of a Unit (for purposes of this Section 6(f)(iii), as calculated on the last day of the Restricted Period), as determined by the Committee in its discretion.

(B) Restricted Units. Upon the vesting of each Restricted Unit, subject to satisfying the tax withholding obligations of Section 8(b), the Participant shall be entitled to have the restrictions removed from his or her Award so that the Participant then holds an unrestricted Unit.

(e) Unit Awards. The Committee shall have the authority to grant a Unit Award under the Plan to any Employee, Consultant or Director in a number determined by the Committee in its discretion, as a bonus or additional compensation or in lieu of cash compensation the individual is otherwise entitled to receive, in such amounts as the Committee determines to be appropriate.

(f) Other Unit Based Awards. The Committee is authorized, subject to limitations under applicable law, to grant to Participants such other Awards that may be denominated or payable in, valued in whole or in part by reference to, or otherwise based on, or related to, Units, as deemed by the Committee to be consistent with the purposes of this Plan, including, without limitation, convertible or exchangeable debt securities, other rights convertible or exchangeable into Units, purchase rights for Units, Awards with value and payment contingent upon performance of the Partnership or any other factors designated by the Committee, and Awards valued by reference to the book value of Units or the value of securities of or the performance of specified Affiliates of the General Partner or the Partnership. The Committee shall determine the terms and conditions of such Awards. Units delivered pursuant to an Award in the nature of a purchase right granted under this Section 6(f) shall be purchased for such consideration, paid for at such times, by such methods, and in such forms, including, without limitation, cash, Units, other Awards, or other property, as the Committee shall determine. Cash awards, as an element of or supplement to, or independent of any other Award under this Plan, may also be granted pursuant to this Section 6(f).

(g) DERs. To the extent provided by the Committee, in its discretion, an Award (other than a Restricted Unit or Unit Award) may include a tandem DER grant, which may provide that such DERs shall be paid directly to the Participant, be reinvested into additional Awards, be credited to a bookkeeping account (with or without interest in the discretion of the Committee) subject to the same vesting restrictions as the tandem Award, or be subject to such other provisions or restrictions as determined by the Committee in its discretion. Absent a contrary provision in the Award Agreement, DERs shall be paid to the Participant without restriction at the same time as ordinary cash distributions are paid by the Partnership to its unitholders. Notwithstanding the foregoing, DERs shall only be paid in a manner that is either exempt from or in compliance with Section 409A of the Code.

(h) Substitute Awards. Awards may be granted under the Plan in substitution for similar awards held by individuals who become Employees, Consultants or Directors as a result of a merger, consolidation or acquisition by the Partnership or an Affiliate of another entity or the assets of another entity. Such Substitute Awards that are Options or Unit Appreciation Rights may have exercise prices less than the Fair Market Value of a Unit on the date of the substitution if such substitution complies with Section 409A of the Code and the 409A Regulations and other applicable laws and exchange rules.

(i) Performance Awards. The right of a Participant to receive a grant, and the right of a Participant to exercise or receive a grant or settlement of any Award, and the timing thereof, may be subject to such performance conditions as may be specified by the Committee. The Committee may use such business criteria and other measures of performance as it may deem appropriate in establishing any performance conditions, and may exercise its discretion to reduce or increase the amounts payable under any Award subject to performance conditions.

(i) Performance Goals Generally. The performance goals for such Performance Awards shall consist of one or more business criteria or individual performance criteria and a targeted level or levels of performance with respect to each of such criteria, as specified by the Committee consistent with this Section 6(i). The Committee may determine that such Performance Awards shall be granted, exercised, and/or settled upon achievement of any one performance goal or that two or more of the performance goals must be achieved as a condition to grant, exercise and/or settlement of such Performance Awards. The Committee shall establish any such performance conditions and goals based on one or more business criteria for the General Partner and/or the Partnership, on a consolidated basis, and/or for specified Affiliates or business or geographical units of the Partnership, as determined by the Committee in its discretion, which may include (but are not limited to) one or more of the following: (A) earnings per Unit, (B) throughput, (C) increase in cash flow from operations, (D) increase in cash flow return, (E) return on net assets, (F) return on assets, (G) return on investment, (H) return on capital, (I) economic value added, (J) operating margin, (K) contribution margin, (L) net income, (M) net income per Unit, (N) pretax earnings, (O) pretax earnings before interest, depreciation and amortization, (P) pretax operating earnings after interest expense and before incentives, service fees, and extraordinary or special items, (Q) debt reduction, (R) operating income, and (S) any of the above goals determined on an absolute or relative basis or as compared to the performance of a published or special index deemed applicable by the Committee including, but not limited to, the Standard & Poor’s 500 Stock Index or a group of comparable companies. Performance goals may differ for Performance Awards granted to any one Participant or to different Participants.

(ii) Performance Periods. Achievement of performance goals in respect of such Performance Awards shall be measured over a performance period of up to ten years, as specified by the Committee. Performance goals shall be established by the Committtee not later than 90 days after the beginning of any performance period applicable to such Performance Awards.

(iii) Settlement. At the end of each performance period, the Committee shall determine the amount, if any, of the amount of the potential Performance Award otherwise payable to each Participant and such amount shall be paid to the Participant no later than March 15 of the year following the year that included the last day of the performance period. Settlement of such Performance Awards shall be in cash, Units, other Awards or other property, in the discretion of the Committee. The Committee may, in its discretion, reduce or increase the amount of a settlement otherwise to be made in connection with such Performance Awards. The Committee shall specify the circumstances in which such Performance Awards shall be paid or forfeited in the event of termination of employment by the Participant prior to the end of a performance period or settlement of Performance Awards.

(j) Certain Provisions Applicable to Awards.

(i) Stand-Alone, Additional, Tandem and Substitute Awards. Awards may, in the discretion of the Committee, be granted either alone or in addition to, in tandem with, or in substitution for any other Award granted under the Plan or any award granted under any other plan of the Partnership or any Affiliate. Awards granted in addition to, in substitution for, or in tandem with other Awards or awards granted under any other plan of the Partnership or any Affiliate may be granted either at the same time as or at a different time from the grant of such other Awards or awards. If an Award is granted in substitution or exchange for another Award, the Committee shall require the surrender of such other Award in consideration for the grant of the new Award. Awards under the Plan may be granted in lieu of cash compensation, including in lieu of cash amounts payable under other plans of the General Partner, the Partnership, or any Affiliate, in which the value of Units subject to the Award is equivalent in value to the cash compensation, or in which the exercise price, grant price, or purchase price of the Award in the nature of a right that may be exercised is equal to the Fair Market Value of the underlying Units minus the value of the cash compensation surrendered. Awards granted pursuant to the preceding sentence shall be designed, awarded and settled in a manner that does not result in additional taxes under Section 409A the Code and the 409A Regulations.

(ii) Limits on Transfer of Awards.

(A) Except as provided in Section 6(j)(ii)(C) below, each Option and Unit Appreciation Right shall be exercisable only by the Participant during the Participant's lifetime, or by the Person to whom the Participant's rights shall pass by will or the laws of descent and distribution.

(B) Except as provided in Section 6(j)(ii)(C) below, no Award and no right under any such Award may be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered by a Participant and any such purported assignment, alienation, pledge, attachment, sale, transfer or encumbrance shall be void and unenforceable against the General Partner, the Partnership or any Affiliate.

(C) To the extent specifically provided by the Committee with respect to an Option or Unit Appreciation Right, an Option or Unit Appreciation Right may be transferred by a Participant without consideration to immediate family members or related family trusts, limited partnerships or similar entities or on such terms and conditions as the Committee may from time to time establish.

(iii) Term of Awards. The term of each Award shall be for such period as may be determined by the Committee.

(iv) Form and Timing of Payment under Awards; Deferrals. Subject to the terms of the Plan and any applicable Award agreement, payments to be made by the General Partner, the Partnership, or any Affiliate upon the exercise of an Option or other Award or settlement of an Award may be made in such forms as the Committee shall determine, including without limitation cash, Units, other Awards or other property, and may be made in a single payment or transfer, in installments, or on a deferred basis; provided, however, that any such deferred payment will be set forth in the agreement evidencing such Award and/or otherwise made in a manner that will not result in additional taxes under Section 409A the Code and the 409A Regulations. Except as otherwise provided herein, the settlement of any Award may be accelerated, and cash paid in lieu of Units in connection with such settlement, in the discretion of the Committee or upon occurrence of one or more specified events (in addition to a Change of Control). Installment or deferred payments may be required by the Committee (subject to Section 7(a) of the Plan, including the consent provisions thereof in the case of any deferral of an outstanding Award not provided for in the original Award Agreement) or permitted at the election of the Participant on terms and conditions established by the Committee and in compliance with Section 409A the Code and the 409A Regulations. Payments may include, without limitation, provisions for the payment or crediting of reasonable interest on installment or deferred payments or the grant or crediting of DERs or other amounts in respect of installment or deferred payments denominated in Units. This Plan shall not constitute an "employee benefit plan" for purposes of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended.

(v) Issuance of Units. The Units or other securities of the Partnership delivered pursuant to an Award may be evidenced in any manner deemed appropriate by the Committee in its sole discretion, including, but not limited to, in the form of a certificate issued in the name of the Participant or by book entry, electronic or otherwise and shall be subject to such stop transfer orders and other restrictions as the Committee may deem advisable under the Plan or the rules, regulations, and other requirements of the SEC, any stock exchange upon which such Units or other securities are then listed, and any applicable federal or state laws, and the Committee may cause a legend or legends to be inscribed on any such certificates to make appropriate reference to such restrictions.

(vi) Consideration for Grants. Awards may be granted for such consideration, including services, as the Committee shall determine.

(vii) Delivery of Units or other Securities and Payment by Participant of Consideration. Notwithstanding anything in the Plan or any Award Agreement to the contrary, delivery of Units pursuant to the exercise, vesting and/or settlement of an Award may be deferred for any period during which, in the good faith determination of the Committee, the General Partner is not reasonably able to obtain Units to deliver pursuant to such Award without violating applicable law or the applicable rules or regulations of any governmental agency or authority or securities exchange. No Units or other securities shall be delivered pursuant to any Award until payment in full of any amount required to be paid pursuant to the Plan or the applicable Award Agreement (including, without limitation, any exercise price or tax withholding) is received by the General Partner.

(viii) Additional Agreements. Each Employee, Consultant or Director to whom an Award is granted under this Plan may be required to agree in writing, as a condition to the grant of such Award or otherwise, to subject an Award that is exercised or settled following such Person's termination of services with the General Partner, the Partnership or their Affiliates to a general release of claims and/or a noncompetition agreement in favor of the General Partner, the Partnership, and their Affiliates, with the terms and conditions of such agreement(s) to be determined in good faith by the Committee.

(ix) Termination of Employment. Except as provided herein, the treatment of an Award upon a termination of employment or any other service relationship by and between a Participant and the General Partner, the Partnership, or any Affiliate shall be specified in the Award Agreement controlling such Award.

Section 7. Amendment and Termination. Except to the extent prohibited by applicable law:

(a) Amendments to the Plan and Awards. Except as required by applicable law or the rules of the principal securities exchange, if any, on which the Units are traded, the Board or the Committee may amend, alter, suspend, discontinue, or terminate the Plan in any manner, including increasing the number of Units available for Awards under the Plan, without the consent of any partner, Participant, other holder or beneficiary of an Award, or any other Person. Notwithstanding the foregoing, the Committee may waive any conditions or rights under, amend any terms of, or alter any Award theretofore granted, provided that no change, other than pursuant to Section 7(b), 7(c), 7(d), 7(e), or 7(g) below, in any Award shall materially reduce the rights or benefits of a Participant with respect to an Award without the consent of such Participant.

(b) Subdivision or Consolidation of Units. The terms of an Award and the number of Units authorized pursuant to Section 4 for issuance under the Plan shall be subject to adjustment from time to time, in accordance with the following provisions:

(i) If at any time, or from time to time, the Partnership shall subdivide as a whole (by reclassification, by a Unit split, by the issuance of a distribution on Units payable in Units, or otherwise) or in the event the Partnership distributes an extraordinary cash dividend the number of Units then outstanding into a greater number of Units, then, as appropriate, (A) the maximum number of Units available for the Plan or in connection with Awards as provided in Sections 4 shall be increased proportionately, and the kind of other securities available for the Plan shall be appropriately adjusted, (B) the number of Units (or other kind of securities) that may be acquired under any then outstanding Award shall be increased proportionately, and (C) the price (including the exercise price) for each Unit (or other kind of securities) subject to then outstanding Awards shall be reduced proportionately, without changing the aggregate purchase price or value as to which outstanding Awards remain exercisable or subject to restrictions.

(ii) If at any time, or from time to time, the Partnership shall consolidate as a whole (by reclassification, by reverse Unit split, or otherwise) the number of Units then outstanding into a lesser number of Units, (A) the maximum number of Units for the Plan or available in connection with Awards as provided in Sections 4 shall be decreased proportionately, and the kind of other securities available for the Plan shall be appropriately adjusted, (B) the number of Units (or other kind of securities) that may be acquired under any then outstanding Award shall be decreased proportionately, and (C) the price (including the exercise price) for each Unit (or other kind of securities) subject to then outstanding Awards shall be increased proportionately, without changing the aggregate purchase price or value as to which outstanding Awards remain exercisable or subject to restrictions.

(iii) Whenever the number of Units subject to outstanding Awards and the price for each Unit subject to outstanding Awards are required to be adjusted as provided in this Section 7(b), the Committee shall promptly prepare a notice setting forth, in reasonable detail, the event

requiring adjustment, the amount of the adjustment, the method by which such adjustment was calculated, and the change in price and the number of Units, other securities, cash, or property purchasable subject to each Award after giving effect to the adjustments. The Committee shall promptly provide each affected Participant with such notice.

(iv) Adjustments under Sections 7(b)(i) and (ii) shall be made by the Committee, and its determination as to what adjustments shall be made and the extent thereof shall be final, binding, and conclusive. No fractional interest shall be issued under the Plan on account of any such adjustments.

(c) Recapitalizations. If the Partnership recapitalizes, reclassifies its equity securities, or otherwise changes its capital structure (a "***recapitalization***") without a Change of Control, the number and class of Units covered by an Award theretofore granted shall be adjusted so that such Award shall thereafter cover the number and class of Units and securities to which the holder would have been entitled pursuant to the terms of the recapitalization if, immediately prior to the recapitalization, the holder had been the holder of record of the number of Units then covered by such Award and the Unit limitations provided in Section 4 shall be adjusted in a manner consistent with the recapitalization.

(d) Additional Issuances. Except as expressly provided herein, the issuance by the Partnership of units of any class or securities convertible into units of any class, for cash, property, labor or services, upon direct sale, upon the exercise of rights or warrants to subscribe therefor, or upon conversion of units or obligations of the Partnership convertible into such units or other securities, and in any case whether or not for fair value, shall not affect, and no adjustment by reason thereof shall be made with respect to, the number of Units subject to Awards theretofore granted or the purchase price per Unit, if applicable.

(e) Change of Control. Notwithstanding any other provisions of the Plan or any Award Agreement to the contrary, upon a Change of Control the Committee, acting in its sole discretion without the consent or approval of any holder, may affect one or more of the following alternatives, which may vary among individual holders and which may vary among Awards: (i) remove any applicable forfeiture restrictions on any Award; (ii) accelerate the time of exercisability or the time at which the Restricted Period shall lapse to a specific date, before or after such Change of Control, specified by the Committee; (iii) require the mandatory surrender to the General Partner or the Partnership by selected holders of some or all of the outstanding Awards held by such holders (irrespective of whether such Awards are then subject to a Restricted Period or other restrictions pursuant to the Plan) as of a date, before or after such Change of Control, specified by the Committee, in which event the Committee shall thereupon cancel such Awards and pay to each holder an amount of cash per Unit equal to the amount calculated in Section 7(f) (the "***Change of Control Price***") less the exercise price, if any, applicable to such Awards; provided, however, that to the extent the exercise price of an Option or a Unit Appreciation Right exceeds the Change of Control Price, no consideration will be paid with respect to that Award; (iv) cancel Awards that remain subject to a Restricted Period as of the date of a Change of Control without payment of any consideration to the Participant for such Awards; or (v) make such adjustments to Awards then outstanding as the Committee deems appropriate to reflect such Change of Control (including, but not limited to, the substitution of Awards for new awards); provided, however, that the Committee may determine in its sole discretion that no adjustment is necessary to Awards then outstanding.

(f) Change of Control Price. The "***Change of Control Price***" shall equal the amount determined in clause (i), (ii), (iii), (iv) or (v), whichever is applicable, as follows: (i) the per Unit price offered to Unit holders in any merger or consolidation, (ii) the per Unit value of the Units immediately before the Change of Control without regard to assets sold in the Change of Control and assuming the General Partner or the Partnership, as applicable, has received the consideration paid for the assets in the

case of a sale of the assets, (iii) the amount distributed per Unit in a dissolution transaction, (iv) the price per Unit offered to Unit holders in any tender offer or exchange offer whereby a Change of Control takes place, or (v) if such Change of Control occurs other than pursuant to a transaction described in clauses (i), (ii), (iii), or (iv) of this Section 7(f), the Fair Market Value per Unit of the Units that may otherwise be obtained with respect to such Awards or to which such Awards track, as determined by the Committee as of the date determined by the Committee to be the date of cancellation and surrender of such Awards. In the event that the consideration offered to unitholders of the Partnership in any transaction described in this Section 7(f) or Section 7(e) consists of anything other than cash, the Committee shall determine the fair cash equivalent of the portion of the consideration offered which is other than cash.

(g) Impact of Corporate Events on Awards Generally. In the event of changes in the outstanding Units by reason of a recapitalization, reorganization, merger, consolidation, combination, exchange or other relevant change in capitalization occurring after the date of the grant of any Award and not otherwise provided for by this Section 7, any outstanding Awards and any Award Agreements evidencing such Awards shall be subject to adjustment by the Committee at its discretion, which adjustment may, in the Committee's discretion, be described in the Award Agreement and may include, but not be limited to, adjustments as to the number and price of Units or other consideration subject to such Awards, accelerated vesting (in full or in part) of such Awards, conversion of such Awards into awards denominated in the securities or other interests of any successor Person, or the cash settlement of such Awards in exchange for the cancellation thereof. In the event of any such change in the outstanding Units, the aggregate number of Units available under this Plan may be appropriately adjusted by the Committee, whose determination shall be conclusive.

Section 8. General Provisions.

(a) No Rights to Award. No Person shall have any claim to be granted any Award under the Plan, and there is no obligation for uniformity of treatment of Participants. The terms and conditions of Awards need not be the same with respect to each recipient.

(b) Tax Withholding. Unless other arrangements have been made that are acceptable to the General Partner or an Affiliate, the Partnership or Affiliate is authorized to deduct, withhold, or cause to be deducted or withheld, from any Award, from any payment due or transfer made under any Award or from any compensation or other amount owing to a Participant the amount (in cash, Units, Units that would otherwise be issued pursuant to such Award or other property) of any applicable taxes payable in respect of the grant or settlement of an Award, its exercise, the lapse of restrictions thereon, or any other payment or transfer under an Award or under the Plan and to take such other action as may be necessary in the opinion of the General Partner or Affiliate to satisfy its withholding obligations for the payment of such taxes. Notwithstanding the foregoing, with respect to any Participant who is subject to Rule 16b-3, such tax withholding automatically shall be effected by the General Partner either by (i) "netting" or withholding Units otherwise deliverable to the Participant on the vesting or payment of such Award, or (ii) requiring the Participant to pay an amount equal to the applicable taxes payable in cash.

(c) No Right to Employment or Services. The grant of an Award shall not be construed as giving a Participant the right to be retained in the employ of the General Partner or any Affiliate, to continue providing consulting services, or to remain on the Board, as applicable. Furthermore, the General Partner or an Affiliate may at any time dismiss a Participant from employment or his or her service relationship free from any liability or any claim under the Plan, unless otherwise expressly provided in the Plan, any Award Agreement or other agreement.

(d) Governing Law. The validity, construction, and effect of the Plan and any rules and regulations relating to the Plan shall be determined in accordance with the laws of the State of Delaware without regard to its conflicts of laws principles.

(e) Severability. If any provision of the Plan or any Award is or becomes or is deemed to be invalid, illegal, or unenforceable in any jurisdiction or as to any Person or Award, or would disqualify the Plan or any Award under any law deemed applicable by the Committee, such provision shall be construed or deemed amended to conform to the applicable law or, if it cannot be construed or deemed amended without, in the determination of the Committee, materially altering the intent of the Plan or the Award, such provision shall be stricken as to such jurisdiction, Person or Award and the remainder of the Plan and any such Award shall remain in full force and effect. If any of the terms or provisions of the Plan or any Award Agreement conflict with the requirements of Rule 16b-3 (as those terms or provisions are applied to Participants who are subject to Section 16(b) of the Exchange Act), then those conflicting terms or provisions shall be deemed inoperative to the extent they so conflict with the requirements of Rule 16b-3 (unless the Board or the Committee, as appropriate, has expressly determined that the Plan or such Award should not comply with Rule 16b-3).

(f) Other Laws. The Committee may refuse to issue or transfer any Units or other consideration under an Award if, in its sole discretion, it determines that the issuance or transfer of such Units or such other consideration might violate any applicable law or regulation, the rules of the principal securities exchange on which the Units are then traded, or entitle the Partnership or an Affiliate to recover the same under Section 16(b) of the Exchange Act, and any payment tendered to the General Partner by a Participant, other holder or beneficiary in connection with the exercise of such Award shall be promptly refunded to the relevant Participant, holder or beneficiary.

(g) No Trust or Fund Created. Neither the Plan nor any Award shall create or be construed to create a trust or separate fund of any kind or a fiduciary relationship between the General Partner or any Affiliate and a Participant or any other Person. To the extent that any Person acquires a right to receive payments from the General Partner or any Affiliate pursuant to an Award, such right shall be no greater than the right of any general unsecured creditor of the General Partner or such Affiliate.

(h) No Fractional Units. No fractional Units shall be issued or delivered pursuant to the Plan or any Award, and the Committee shall determine in its sole discretion whether cash, other securities, or other property shall be paid or transferred in lieu of any fractional Units or whether such fractional Units or any rights thereto shall be canceled, terminated, or otherwise eliminated with or without consideration.

(i) Headings. Headings are given to the Sections and subsections of the Plan solely as a convenience to facilitate reference. Such headings shall not be deemed in any way material or relevant to the construction or interpretation of the Plan or any provision thereof.

(j) Facility of Payment. Any amounts payable hereunder to any individual under legal disability or who, in the judgment of the Committee, is unable to manage properly his financial affairs, may be paid to the legal representative of such individual, or may be applied for the benefit of such individual in any manner that the Committee may select, and the General Partner shall be relieved of any further liability for payment of such amounts.

(k) Allocation of Costs. Nothing herein shall be deemed to override, amend, or modify any cost sharing arrangement, omnibus agreement, or other arrangement between the General Partner, the Partnership, and any Affiliate regarding the sharing of costs between those entities.

(l) Gender and Number. Words in the masculine gender shall include the feminine gender, the plural shall include the singular and the singular shall include the plural.

(m) Compliance with Section 409A. Nothing in the Plan or any Award Agreement shall operate or be construed to cause the Plan or an Award to fail to comply with the requirements of Section 409A of the Code. The applicable provisions of Section 409A the Code and the 409A Regulations are hereby incorporated by reference and shall control over any Plan or Award Agreement provision in conflict therewith. All 409A Awards shall be designed to comply with Section 409A of the Code.

(n) Specified Employee under Section 409A of the Code. Subject to any other restrictions or limitations contained herein, in the event that a "specified employee" (as defined under Section 409A of the Code and the 409A Regulations) becomes entitled to a payment under an Award which is a 409A Award on account of a "separation from service" (as defined under Section 409A of the Code and the 409A Regulations), to the extent required by the Code, such payment shall not occur until the date that is six months plus one day from the date of such separation from service. Any amount that is otherwise payable within the six-month period described herein will be aggregated and paid in a lump sum without interest.

(o) No Guarantee of Tax Consequences. None of the Board, the Committee, the Partnership nor the General Partner makes any commitment or guarantee that any federal, state or local tax treatment will (or will not) apply or be available to any Participant.

Section 9. Term of the Plan. The Plan shall be effective on the date on which it is adopted by the Board and shall continue until the earliest of (i) the date terminated by the Board, (ii) all Units available under the Plan have been delivered to Participants, or (iii) the 10th anniversary of the date the Plan is adopted by the Board. However, any Award granted prior to such termination, and the authority of the Board or Committee to amend, alter, adjust, suspend, discontinue, or terminate any such Award or to waive any conditions or rights under such Award, shall extend beyond such termination date.

Exhibit 99.1

CVR REFINING, LP ANNOUNCES CLOSING OF INITIAL PUBLIC OFFERING OF COMMON UNITS

SUGAR LAND, Texas (Jan. 23, 2013) – CVR Refining, LP ("CVR Refining") today announced that it has closed its initial public offering of 24,000,000 common units representing limited partner interests in CVR Refining at a price of $25.00 per common unit. CVR Refining has granted the underwriters a 30-day option to purchase up to an additional 3,600,000 common units from CVR Refining at the initial public offering price. All of the common units sold in this offering were sold by CVR Refining.

CVR Energy, Inc. will indirectly own common units representing approximately 83.7% of CVR Refining's outstanding common units if the Underwriters' option to purchase additional common units is not exercised (or 81.3% if the Underwriter's option to purchase additional common units is exercised in full). CVR Energy, Inc. also owns CVR Refining's general partner, which owns a non-economic general partner interest in CVR Refining. In addition, Icahn Enterprises Holdings L.P., an affiliate of Icahn Enterprises, L.P., purchased 4,000,000 of CVR Refining's common units in the offering and owns approximately 2.7% of the outstanding common units. Icahn Enterprises, L.P. is the majority stockholder of CVR Energy, Inc.

Credit Suisse, Citigroup, Barclays, UBS Investment Bank and Jefferies acted as joint book-running managers and J.P. Morgan, Macquarie Capital and Simmons & Company International acted as co-managers for the initial public offering. The offering was made only by means of a prospectus, copies of which may be obtained from:

- Credit Suisse Securities (USA) LLC, Attn: Prospectus Department, One Madison Avenue, New York, NY 10010, telephone: 1-800-221-1037 or email at newyork.prospectus@credit-suisse.com;
- Citigroup, c/o Broadridge Financial Solutions, 1155 Long Island Avenue, Edgewood, NY 11717, telephone: 1-800-831-9146 or email at batprospectusdept@citi.com;
- Barclays Capital Inc., c/o Broadridge Financial Solutions, 1155 Long Island Avenue, Edgewood, NY 11717, telephone: 1-888-603-5847 or email at barclaysprospectus@broadridge.com;
- UBS Securities LLC, Attn: Prospectus Department, 299 Park Avenue, New York, NY 10171, telephone: 1-888-827-7275; or

- Jefferies & Company, Inc., Attn: Equity Syndicate Prospectus Department, 520 Madison Avenue, 12th Floor, New York, NY 10022, telephone: 1-877-547-6340 or email at prospectus_department@jefferies.com.

You may also get a copy of the prospectus for free by visiting the Securities and Exchange Commission's website at http://www.sec.gov.

A registration statement relating to the common units has been filed with, and declared effective by, the Securities and Exchange Commission. This press release shall not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the common units in any state in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such state.

About CVR Refining, LP

Headquartered in Sugar Land, Texas, CVR Refining, LP is an independent downstream energy limited partnership that owns refining and related logistics assets in the Midcontinent United States. CVR Refining's subsidiaries operate a 115,000 barrel per day complex full coking medium-sour crude oil refinery in Coffeyville, Kan., and a 70,000 bpd medium complexity crude oil refinery in Wynnewood, Okla. CVR Refining's subsidiaries also operate supporting logistics assets including approximately 350 miles of pipelines, more than 125 crude oil transports, a network of strategically located crude oil gathering tank farms, and more than six million barrels of owned and leased crude oil storage capacity.

Forward-Looking Statements

This press release contains certain "forward-looking statements" that reflect the views and assumptions of CVR Refining's management regarding future events. These forward looking statements involve known and unknown risks, uncertainties and other factors, many of which may be beyond management's control and may cause actual results to differ materially from any future results, performance or achievements expressed or implied by the forward-looking statements. All forward-looking statements speak only as of the date hereof. CVR Refining does not assume any obligation to update or revise the information in any forward-looking statements.

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