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

FORM 8-K/A

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

Date of Report (Date of earliest event reported): April 7, 2011

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:

o Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

o Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

o Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

o Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01. Entry into Material Definitive Agreement.

The purpose of this Current Report on Form 8-K/A is to amend the Current Report on Form 8-K of CVR Energy, Inc. (the "Company"), filed on April 13, 2011, which described the terms and conditions of the following agreements entered into by the Company and its subsidiaries in connection with the initial public offering of CVR Partners, LP (collectively, the "Agreements"):

- Underwriting Agreement, dated as of April 7, 2011, among CVR Partners, LP, Coffeyville Resources Nitrogen Fertilizers, LLC, CVR GP, LLC and Coffeyville Resources, LLC and Morgan Stanley & Co. Incorporated, Barclays Capital Inc. and Goldman, Sachs & Co., as representatives of the several underwriters named therein;
- Amended and Restated Contribution, Conveyance and Assumption Agreement, dated as of April 7, 2011, among Coffeyville Resources, LLC, CVR GP, LLC, Coffeyville Acquisition III LLC, CVR Special GP, LLC and CVR Partners, LP;
- Amended and Restated Omnibus Agreement, dated as of April 13, 2011, among CVR Energy, Inc., CVR GP, LLC and CVR Partners, LP;
- Amended and Restated Services Agreement, dated as of April 13, 2011, among CVR Partners, LP, CVR GP, LLC and CVR Energy, Inc.;
- 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;
- Amended and Restated Cross Easement Agreement, dated as of April 13, 2011, among Coffeyville Resources Refining & Marketing, LLC and Coffeyville Resources Nitrogen Fertilizers, LLC;
- Amended and Restated Registration Rights Agreement, dated as of April 13, 2011, among CVR Partners, LP and Coffeyville Resources, LLC;
- Second Amended and Restated Agreement of Limited Partnership of CVR Partners, LP, dated as of April 13, 2011;
- Credit and Guaranty Agreement, dated as of April 13, 2011, among Coffeyville Resources Nitrogen Fertilizers, LLC, CVR Partners, LP, the lenders party thereto and Goldman Sachs Lending Partners LLC, as administrative agent and collateral agent; and
- Trademark License Agreement, dated as of April 13, 2011, among CVR Energy, Inc. and CVR Partners, LP.

The descriptions of the Agreements are qualified in their entirety by reference to the full text of the Agreements, attached hereto as exhibits, each of which is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

A list of exhibits filed herewith is contained in the exhibit index following the signature page hereto and is incorporated by reference herein.

SIGNATURES

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

Date: May 23, 2011

CVR Energy, Inc.

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

Exhibit Index

Exhibit No.	Description
1.1	Underwriting Agreement, dated as of April 7, 2011, among CVR Partners, LP, Coffeyville Resources Nitrogen Fertilizers, LLC, CVR GP, LLC and Coffeyville Resources, LLC and Morgan Stanley & Co. Incorporated, Barclays Capital Inc. and Goldman, Sachs & Co., as representatives of the several underwriters named therein (filed as Exhibit 1.1 to the Company's Current Report on Form 8-K, filed on April 13, 2011 and incorporated by reference herein).
10.1	Amended and Restated Contribution, Conveyance and Assumption Agreement, dated as of April 7, 2011, among Coffeyville Resources, LLC, CVR GP, LLC, Coffeyville Acquisition III LLC, CVR Special GP, LLC and CVR Partners, LP.
10.2	Amended and Restated Omnibus Agreement, dated as of April 13, 2011, among CVR Energy, Inc., CVR GP, LLC and CVR Partners, LP.
10.3	Amended and Restated Services Agreement, dated as of April 13, 2011, among CVR Partners, LP, CVR GP, LLC and CVR Energy, Inc.
10.4	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.
10.5	Amended and Restated Cross Easement Agreement, dated as of April 13, 2011, among Coffeyville Resources Refining & Marketing, LLC and Coffeyville Resources Nitrogen Fertilizers, LLC.
10.6	Amended and Restated Registration Rights Agreement, dated as of April 13, 2011, among CVR Partners, LP and Coffeyville Resources, LLC.
10.7	Second Amended and Restated Agreement of Limited Partnership of CVR Partners, LP, dated as of April 13, 2011.
10.8	Credit and Guaranty Agreement, dated as of April 13, 2011, among Coffeyville Resources Nitrogen Fertilizers, LLC, CVR Partners, LP, the lenders party thereto and Goldman Sachs Lending Partners LLC, as administrative agent and collateral agent.
10.9	Trademark License Agreement, dated as of April 13, 2011, among CVR Energy, Inc. and CVR Partners, LP.

Exhibit 10.1

Execution Version

CVR PARTNERS, LP

AMENDED AND RESTATED CONTRIBUTION, CONVEYANCE AND ASSUMPTION AGREEMENT

AMENDED AND RESTATED CONTRIBUTION, CONVEYANCE AND ASSUMPTION AGREEMENT

This Amended and Restated Contribution, Conveyance and Assumption Agreement, dated as of April 7, 2011, is entered into by and among COFFEYVILLE RESOURCES, LLC, a Delaware limited liability company ("Coffeyville Resources"), CVR GP, LLC, a Delaware limited liability company (the "Managing General Partner"), COFFEYVILLE ACQUISITION III LLC, a Delaware limited liability company ("C/A III"), CVR Special GP LLC, a Delaware limited liability company (the "Special General Partner") and CVR PARTNERS, LP, a Delaware limited partnership (the "Partnership"). The above-named entities are sometimes referred to in this Agreement each as a "Party" and collectively as the "Parties." Capitalized terms used herein shall have the meanings assigned to such terms in Section 1.1.

RECITALS:

WHEREAS, Coffeyville Resources, the Managing General Partner, the Partnership and the Special General Partner are parties to the Original Contribution Agreement.

WHEREAS, the Parties desire to amend and restate the Original Contribution Agreement pursuant to Section 7.10 thereof.

WHEREAS, Coffeyville Resources, the Managing General Partner and the Special General Partner have formed the Partnership pursuant to the Delaware Revised Uniform Limited Partnership Act (the "Delaware LP Act") for the purpose of engaging in any business activity that is approved by and that lawfully may be conducted by a limited partnership organized pursuant to the Delaware LP Act in accordance with the terms of the Original Partnership Agreement.

WHEREAS, each of the following actions have been taken prior to the date hereof:

1. Coffeyville Resources formed the Managing General Partner under the terms of the Delaware Limited Liability Company Act (the "Delaware LLC Act") and contributed $1,000 to the Managing General Partner in exchange for all of the member interests in the Managing General Partner;

2. Coffeyville Resources formed the Special General Partner under the terms of the Delaware LLC Act and contributed $1,000 to the Special General Partner in exchange for all of the member interests in the Special General Partner;

3. The Managing General Partner, the Special General Partner and Coffeyville Resources formed the Partnership under the terms of the Delaware LP Act and (a) the Managing General Partner contributed $1,000 to the Partnership in exchange for a

managing general partner interest in the Partnership, (b) the Special General Partner contributed $1,000 to the Partnership in exchange for a non-managing general partner interest in the Partnership and (c) Coffeyville Resources contributed $1,000 to the Partnership in exchange for a nominal limited partner interest in the Partnership;

4. Coffeyville Resources Nitrogen Fertilizers, LLC ("Fertilizers") distributed all of its receivables (as of the Original Contribution Effective Time), other than receivables relating to prepay fertilizer sales contracts to Coffeyville Resources;

5. Coffeyville Resources conveyed:

(a) 1.0% of the Fertilizer Interests to the Partnership, on behalf of the Managing General Partner, in exchange for the Managing General Partner Interest in the Partnership issued to the Managing General Partner;

(b) 98.901% of the Fertilizer Interests to the Partnership, on behalf of the Special General Partner, in exchange for 30,303,000 Special GP Units, representing a 99.9% special general partner interest in the Partnership, issued to the Special General Partner;

(c) 0.099% of the Fertilizer Interests to the Partnership, on its own behalf, in exchange for 30,333 Special LP Units, representing a 0.1% limited partner interest in the Partnership; and

(d) all of the membership interests in the Managing General Partner to C/A III in exchange for its fair market value of $10.6 million;

6. The Partnership distributed an intercompany note in the amount of $160.0 million to Coffeyville Resources.

WHEREAS, the Partnership has filed a registration statement on Form S-1 (Registration No. 333-171270) (the "Registration Statement") relating to the offering and sale of up to 22,080,000 Common Units, including 2,880,000 Common Units to cover over-allotments.

WHEREAS, in connection with the consummation of the transactions contemplated hereby, each of the following shall occur:

1. The Partnership will distribute all of its cash on hand on the date of the distribution (other than cash in respect of prepaid sales) to Coffeyville Resources;

2. Coffeyville Resources will contribute 30,333 Special LP Units to the Partnership in exchange for 0.1% of the Sponsor Consideration;

3. The Special General Partner will contribute 30,303,000 Special GP Units to the Partnership in exchange for 99.9% of the Sponsor Consideration;

4. The Special General Partner will merge with and into Coffeyville Resources, with Coffeyville Resources remaining as the surviving entity;

5. In connection with the Initial Offering, the public, through the Underwriters, will contribute an amount agreed upon by the Underwriters and the Partnership pursuant to the Underwriting Agreement less the Underwriters' Spread to the Partnership in exchange for the Firm Units;

6. The Partnership will use the proceeds of the Initial Offering to (a) make a distribution Coffeyville Resources ($18.4 million as a reimbursement for certain capital expenditures made by Coffeyville Resources during the two-year period prior to the effective date of the sale of the Managing General Partner to C/A III), (b) make a distribution of $26.0 million to the Managing General Partner to redeem the IDRs, (c) pay transaction expenses and (d) for general partnership purposes; and

7. The Original Partnership Agreement will be amended and restated by adoption of the Partnership Agreement.

WHEREAS, the members or partners of the Parties have taken all limited liability company or partnership action, as the case may be, required to be taken to approve the transactions contemplated hereby.

WHEREAS, the Partnership may adjust upward or downward the number of Firm 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

Section 1.1 Terms. Capitalized terms used herein but not defined shall have the meanings given them in the Partnership Agreement. The following defined terms shall have the meanings given below:

"Agreement" means this Amended and Restated Contribution, Conveyance and Assumption Agreement, as amended, restated, modified or replaced from time to time.

"C/A III" has the meaning set forth in the opening paragraph of this Agreement.

"Closing" means the closing of the sale of the Firm Units to the Underwriters in the Initial Offering.

"Common Unit" means a common unit representing a limited partner interest in the Partnership, with the rights and preferences set forth in the Partnership Agreement.

"Deferred Issuance and Distribution" means both (a) the issuance by the Partnership of a number of additional Common Units that is equal to the excess, if any, of (x) the number of

Option Units over (y) the aggregate number, if any, of Common Units actually purchased by and issued to the Underwriters pursuant to the Over-Allotment Option on the Option Closing Date(s), and (b) a distribution in an amount equal to the aggregate amount of cash contributed by the Underwriters to the Partnership on the Option Closing Date(s) with respect to Common Units issued by the Partnership upon each exercise of the Over-Allotment Option as described in Section 4.2, if any.

"Delaware LLC Act" has the meaning set forth in the recitals hereto.

"Delaware LP Act" has the meaning set forth in the recitals hereto.

"Effective Time" means 9:00 am Eastern Time on the date of the Closing.

"Fertilizers" has the meaning set forth in the recitals hereto.

"Fertilizer Interests" means the membership interests in Fertilizers.

"Fertilizer Interest Liabilities" means all liabilities arising out of or related to the ownership of the Fertilizer Interests to the extent arising or accruing on and after the effective time of the Original Contribution Agreement, whether known or unknown, accrued or contingent, and whether or not reflected on the books and records of Fertilizers or its affiliates.

"Firm Units" means the Common Units to be sold to the Underwriters pursuant to the terms of the Underwriting Agreement, but does not include any Option Units.

"IDRs" mean the distribution rights associated with the Managing General Partner's equity interest in the Partnership, as set forth in the Original Partnership Agreement.

"Initial Offering" means the initial public offering of the Partnership's Common Units.

"Managing General Partner" has the meaning set forth in the opening paragraph of this Agreement.

"Managing General Partner Interest" means the interest issued by the Partnership to the Managing General Partner (including the IDRs), having the rights and preferences as set forth in the Original Partnership Agreement.

"Option Units" means the Common Units subject to the Over-Allotment Option pursuant to the Underwriting Agreement.

"Option Closing Date" means the date or dates on which any Common Units are sold by the Partnership to the Underwriters upon exercise of the Over-Allotment Option.

"Original Contribution Agreement" means that certain Contribution, Assignment and Assumption Agreement dated October 24, 2007, by and among Coffeyville Resources, the Managing General Partner, the Special General Partner and the Partnership.

"Original Contribution Effective Time" means immediately after the close of business on October 24, 2007.

"Original Partnership Agreement" means the First Amended and Restated Agreement of Limited Partnership of CVR Partners, LP, dated as of October 24, 2007.

"Over-Allotment Option" means the Underwriter's Option, pursuant to the Underwriting Agreement, to purchase from the Partnership a number of Common Units equal to 15% of the Firm Units, which the Partnership will agree to sell to the Underwriters, at the Underwriters' option, to cover over-allotments in connection with the Initial Offering.

"Partnership" has the meaning set forth in the opening paragraph of this Agreement.

"Partnership Agreement" means the Second Amended and Restated Agreement of Limited Partnership of CVR Partners, LP, to be dated as of as of the date of the Closing, in substantially the form included as Annex A to the Registration Statement, as such agreement may be amended, restated or modified from time to time.

"Party" or "Parties" has the meaning set forth in the opening paragraph of this Agreement.

"Registration Statement" has the meaning set forth in the recitals hereto.

"Special General Partner" has the meaning set forth in the opening paragraph of this Agreement.

"Special GP Unit" means a Special GP unit representing a general partner interest in the Partnership, with the rights and preferences set forth in the Original Partnership Agreement.

"Special LP Unit" means a Special LP unit representing a limited partner interest in the Partnership, with the rights and preferences set forth in the Original Partnership Agreement.

"Special Units" means the Special GP Units and Special LP Units, collectively.

"Sponsor Common Units" means 50,920,000 Common Units, provided that if the Partnership increases the number of Firm Units above 19,200,000 Common Units, the Sponsor Common Units will be decreased by a number of Common Units equal to 115% of such increase, and if the Partnership decreases the Firm Units below 19,200,000 Common Units, the Sponsor Common Units will be increased by a number of Common Units equal to 115% of such decrease.

"Sponsor Consideration" means the Sponsor Common Units and the right to receive the Deferred Issuance and Distribution.

"Underwriters" means the underwriting syndicate to be listed in the Underwriting Agreement.

"Underwriters' Spread" means the total amount of the Underwriters' discount.

"Underwriting Agreement" means a firm commitment underwriting agreement to be entered into between the Partnership and the underwriters named in the Registration Statement, as such agreement may be amended or restated from time to time.

ARTICLE II
ACTIONS TAKEN AT EFFECTIVE TIME

Section 2.1 **Distribution of Cash on Hand**. The Partnership hereby agrees to distribute, as of the Effective Time, all of its cash on hand, other than cash in respect of prepaid sales, to Coffeyville Resources.

ARTICLE III
CONTRIBUTIONS AND ACTIONS TAKEN AFTER EFFECTIVE TIME

Section 3.1 **Contribution of Special Units to the Partnership**. (a) Immediately after the Effective Time, the Special General Partner will grant, contribute, bargain, convey, assign, transfer, set over and deliver 33,303,000 Special GP Units, representing a 99.9% interest in the Partnership to the Partnership, its successors and assigns, for its and their own use forever in exchange for 99.9% of the Sponsor Consideration and (b) Coffeyville Resources will grant, contribute, bargain, convey, assign, transfer, set over and deliver 30,333 Special LP Units to the Partnership, its successors and assigns, for its and their own use forever, in exchange for 0.1% of the Sponsor Consideration. Upon the transfer of the Special GP Units pursuant to this Section 3.1, the Special General Partner will become a limited partner of the Partnership and cease to be a general partner of the Partnership, and Sections 5.5 and 5.6 of the Original Partnership Agreement will be of no force and effect.

Section 3.2 **Merger of the Special General Partner with and into Coffeyville Resources**. The Special General Partner and Coffeyville Resources shall enter into a merger agreement whereby the Special General Partner will merge with and into Coffeyville Resources, with Coffeyville Resources remaining as the surviving entity, and file a certificate of merger with the Secretary of State of the State of Delaware to effect such merger.

Section 3.3 **Use of Proceeds from Initial Offering**. The Partnership shall use the net proceeds from the Initial Offering in the following manner:

(i) $18.4 million to repay Coffeyville Resources for capital expenditures Coffeyville Resources incurred related to the assets of Fertilizers during the two-year period prior to the effective date of the sale of the Managing General Partner by Coffeyville Resources to C/A III;

(ii) $89.3 million to make a distribution to Coffeyville Resources;

(iii) $26.0 million to redeem the IDRs from the Managing General Partner; and

(iv) the balance, to (x) pay transaction expenses and (y) for general partnership purposes;

provided, that if all of the Option Units are purchased at Closing, then the distribution specified in Section 3.3(ii) shall be increased to $94.2 million.

Section 3.4 **Execution of the Partnership Agreement**. Coffeyville Resources and the General Partner will amend and restate the Original Partnership Agreement by executing the Partnership Agreement in substantially the form included as Appendix A to the Registration Statement, 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 Coffeyville Resources and the General Partner may agree.

Section 3.5 **Distribution to C/A III**. The Managing General Partner will distribute the proceeds it received with respect to the redemption of the IDRs in Section 3.3(iii) to C/A III.

Section 3.6 **Conveyance of the General Partner to Coffeyville Resources**. C/A III shall grant, contribute, bargain, convey, assign, transfer, set over and delivers its interest in the General Partner to Coffeyville Resources in exchange for $1,000.

Section 3.7 **Deferred Issuance and Distribution**. Upon the earlier to occur of the expiration of the Over-Allotment Option period or the exercise in full of the Over-Allotment Option, the Partnership shall issue to Coffeyville Resources a number of additional Common Units that is equal to the excess, if any, of (x) the total number of Option Units over (y) the aggregate number of Common Units, if any, actually purchased by and issued to the Underwriters pursuant to the exercise or exercises of the Over-Allotment Option. Upon each exercise of the Over-Allotment Option, the Partnership shall distribute to Coffeyville Resources an amount of cash equal to the net proceeds (after underwriting discounts) of each such exercise.

ARTICLE IV
FURTHER ASSURANCES

From time to time after the date hereof, 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 will 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, or (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 so to be and to more fully and effectively carry out the purposes and intent of this Agreement.

ARTICLE V
EFFECTIVE TIME; ORDER OF TRANSACTIONS

Notwithstanding anything contained in this Agreement to the contrary, the provisions Article II shall not be operative or have any effect until the Effective Time, following which time Article II of this Agreement shall be effective and operative in accordance with this Article V, without further action by any Party. After the Effective Time, the provisions of Article III shall take place in the order in which such provisions are listed; *provided*, however, that if the Initial Offering is not consummated within six months of the date of this Agreement, this Agreement shall be of no force and effect and the Original Contribution Agreement shall become effective in its entirety.

ARTICLE VI
MISCELLANEOUS

Section 6.1 **Assumption of Fertilizer Interest Liabilities by the Partnership**. The Partnership hereby assumes and agrees to duly and timely pay, perform and discharge the Fertilizer Interest Liabilities, to the full extent that CR had been obligated, or would have been obligated in the future, to pay as of the effective time of the Original Contribution Agreement were it not for the execution and delivery of the Original Contribution Agreement; provided, however, that said assumption and agreement to duly and timely pay, perform and discharge the Fertilizer Interest Liabilities shall not (a) increase the obligation of the Partnership with respect to the Fertilizer Interest Liabilities beyond that of CR, (b) waive any valid defense that was available to CR with respect to the Fertilizer Interest Liabilities or (c) enlarge any rights or remedies of any third party, if any, under any of the Fertilizer Interest Liabilities.

Section 6.2 **Costs**. The Partnership shall pay all expenses, fees and costs, including sales, use and similar taxes arising out of the contributions, conveyances and deliveries to be made hereunder, and shall pay all documentary, filing, recording, transfer, deed and conveyance taxes and fees required in connection therewith. In addition, the Partnership shall be responsible for all costs, liabilities and expenses (including court costs and reasonable attorneys' fees) incurred in connection with the implementation of any conveyance or delivery pursuant to Article IV of this Agreement.

Section 6.3 **Headings; References; Interpretation**. 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. 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 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, respectively. 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 terms "include," "includes," "including" or words of like import shall be deemed to be followed by the words "without limitation."

Section 6.4 **Successors and Assigns**. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

Section 6.5 **No Third Party Rights**. The provisions of this Agreement are intended to bind the parties signatory hereto 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 6.6 **Counterparts**. This Agreement may be executed in any number of counterparts, all of which together shall constitute one agreement binding on the Parties.

Section 6.7 **Governing Law; Forum, Venue and Jurisdiction**.

(a) **This Agreement shall be subject to and governed by the laws of the State of New York.**

(b) Each of the Parties:

(i) irrevocably agrees that any claims, suits, actions or proceedings arising out of or relating in any way to this Agreement shall be exclusively brought in the Court of Chancery of the State of Delaware;

(ii) irrevocably submits to the exclusive jurisdiction of the Court of Chancery of the State of Delaware in connection with any such claim, suit, action or proceeding;

(iii) agrees not to, and waives any right to, assert in any such claim, suit, action or proceeding that (A) it is not personally subject to the jurisdiction of the Court of Chancery of the State of Delaware or of any other court to which proceedings in the Court of Chancery of the State of Delaware may be appealed, (B) such claim, suit, action or proceeding is brought in an inconvenient forum, or (C) the venue of such claim, suit, action or proceeding is improper;

(iv) expressly waives any requirement for the posting of a bond by a Party bringing such claim, suit, action or proceeding; and

(v) consents to process being served in any such claim, suit, action or proceeding by mailing, certified mail, return receipt requested, a copy thereof to such Party at the address in effect for notices hereunder, and agrees that such services shall constitute good and sufficient service of process and notice thereof; provided, nothing in clause (v) hereof shall affect or limit any right to serve process in any other manner permitted by law.

Section 6.8 **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 6.9 **Amendment or Modification**. This Agreement may be amended or modified from time to time only by the written agreement of all the Parties.

Section 6.10 **Integration**. This Agreement and the instruments referenced herein supersede all previous understandings or agreements among the Parties, whether oral or written, with respect to its subject matter. This document 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 6.11 **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.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**]**

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

CVR PARTNERS, LP

By: CVR GP, LLC,
its Managing General Partner

By: /s/ Edward Morgan
Name: Edward A. Morgan
Title: Chief Financial Officer and Treasurer

By: CVR Special GP, LLC,
its Managing General Partner

By: /s/ Edward Morgan
Name: Edward A. Morgan
Title: Chief Financial Officer and Treasurer

COFFEYVILLE RESOURCES, LLC

By: /s/ Edward Morgan
Name: Edward A. Morgan
Title: Chief Financial Officer and Treasurer

CVR GP, LLC

By: /s/ Edward Morgan
Name: Edward A. Morgan
Title: Chief Financial Officer and Treasurer

COFFEYVILLE ACQUISITION III LLC

By: /s/ Edward Morgan
Name: Edward A. Morgan
Title: Chief Financial Officer and Treasurer

CVR SPECIAL GP, LLC

By: Coffeyville Resources,
its sole member

By: /s/ Edward Morgan
Name: Edward A. Morgan
Title: Chief Financial Officer and Treasurer

CVR PARTNERS, LP
CONTRIBUTION, CONVEYANCE AND ASSUMPTION AGREEMENT
SIGNATURE PAGE

Exhibit 10.2

Execution Copy

AMENDED AND RESTATED OMNIBUS AGREEMENT

among

CVR ENERGY, INC.

CVR GP, LLC

and

CVR PARTNERS, LP

AMENDED AND RESTATED OMNIBUS AGREEMENT

THIS AMENDED AND RESTATED OMNIBUS AGREEMENT (this "*Agreement*") is entered into as of April 13, 2011, and effective as of the Closing Date (as defined herein), and is by and among CVR Energy, Inc., a Delaware corporation ("*CVR*"), CVR GP, LLC, a Delaware limited liability company (the "*General Partner*"), and CVR Partners, LP, a Delaware limited partnership (the "*Partnership*"). The above-named entities are sometimes referred to in this Agreement each as a "Party" and collectively as the "Parties."

R E C I T A L S:

The Parties desire by their execution of this Agreement to evidence their agreement, as more fully set forth in Article II, with respect to those business opportunities that the CVR Entities (as defined herein) will not engage in during the term of this Agreement unless the Partnership Entities have declined to engage in any such business opportunities for their own account.

The Parties desire by their execution of this Agreement to evidence their agreement, as more fully set forth in Article II, with respect to those business opportunities that the Partnership Entities (as defined herein) will not engage in during the term of this Agreement unless the CVR Entities have declined to engage in any such business opportunities for their own account.

The Parties and CVR Special GP, LLC, a Delaware limited liability company ("*Special General Partner*") entered into the Omnibus Agreement dated as of October 24, 2007 (the "*Original Agreement*"), pursuant to which the CVR Entities and the Partnership Entities agreed to the covenants described above. Special General Partner has been merged into Coffeyville Resources, LLC, a Delaware limited liability company, and is no longer party to the Original Agreement. The Parties desire to amend and restate the terms of the Original Agreement upon the terms and subject to the conditions set forth in this Agreement.

In consideration of the premises and the covenants, conditions, and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

ARTICLE I
DEFINITIONS

Section 1.1 *Definitions.*

Capitalized terms used herein but not defined shall have the meanings given them in the Partnership Agreement. As used in this Agreement, the following terms shall have the respective meanings set forth below:

"*Acquiring Party*" is defined in Section 2.5(a).

"*Affiliate*" is defined in the Partnership Agreement.

"*Break-up Costs*" means the aggregate amount of any and all additional taxes and other similar costs to (a) the CVR Entities that would be required to transfer Fertilizer Assets acquired by the CVR Entities as part of a larger transaction to a Partnership Group Member pursuant to Section 2.2(b) or (b) the Partnership Group that would be required to transfer Refinery Assets acquired by the Partnership Group as part of a larger transaction to a CVR Entity pursuant to Section 2.4(a).

"*Closing Date*" is defined in the Partnership Agreement.

"*Code*" means Internal Revenue Code of 1986, as amended.

"*Contribution Agreement*" means that certain Amended and Restated Contribution, Conveyance and Assumption Agreement, dated as of April 7, 2011, among the General Partner, the Partnership, Special General Partner, Coffeyville Resources and Coffeyville Acquisition III LLC, together with the additional conveyance documents and instruments contemplated or referenced thereunder.

"*control*" means the possession, directly or indirectly, 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.

"*CVR*" is defined in the introduction to this Agreement.

"*CVR Entities*" means CVR and any Person controlled, directly or indirectly, by CVR other than the Partnership Entities.

"*CVR Entity*" means any of the CVR Entities.

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

"*Fertilizer Restricted Businesses"* is defined in Section 2.1.

"*Fertilizer Asset*" any asset or group of related assets used in any Fertilizer Restricted Business.

"*Limited Partner*" is defined in the Partnership Agreement.

"*General Partner*" is defined in the introduction to this Agreement.

"*Offer Period*" is defined in Section 2.5(e).

"*Offered Assets*" is defined in Section 2.5(a).

"*Offeree*" is defined in Section 2.5(a).

"*Other Business Opportunity*" means a business opportunity with respect to any assets other than Fertilizer Assets.

"*Other Business Opportunity Information*" is defined in Section 2.6.

"*Partnership Agreement*" means the Second Amended and Restated Agreement of Limited Partnership of CVR Partners, LP, dated as of April 13, 2011, as such agreement is in effect on the Closing Date, to which reference is hereby made for all purposes of this Agreement. No amendment or modification to the Partnership Agreement subsequent to the Closing Date shall be given effect for the purposes of this Agreement unless consented to in writing by each of the Parties to this Agreement.

"*Partnership Entities*" means the General Partner and each member of the Partnership Group.

"*Partnership Entity*" means any of the Partnership Entities.

"*Partnership Group*" means the Partnership and its Subsidiaries treated as a single entity.

"*Partnership Group Member*" means any member of the Partnership Group.

"*Party*" and "*Parties*" are defined in the introduction to this Agreement.

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

"*Refinery Restricted Businesses*" is defined in Section 2.3.

"*Refinery Asset*" means any asset or group of related assets used in any Refinery Restricted Business.

"*Restricted Business"* means, as applicable, the Refinery Restricted Business or the Fertilizer Restricted Business.

"*Retained Assets*" means any assets and investments owned or operated by any of the CVR Entities as of the Closing Date that were not conveyed, contributed or otherwise transferred to the Partnership Group prior to or on the Closing Date pursuant to the Contribution Agreement or otherwise.

"*Special General Partner*" is defined in the introduction to this Agreement.

"*Subsidiary*" means, with respect to any Person, (a) a corporation of which more than 50% of the voting power of shares entitled (without regard to the occurrence of any contingency) to vote in the election of directors or other governing body of such corporation is owned, directly or indirectly, at the date of determination, by such Person, by one or more Subsidiaries of such Person or a combination thereof, (b) a partnership (whether general or limited) in which such Person or a Subsidiary of such Person is, at the date of determination, a general or limited partner of such partnership, but only if more than 50% of the partnership interests of such partnership (considering all of the partnership interests of the partnership as a single class) is owned, directly or indirectly, at the date of determination, by such Person, by one or more Subsidiaries of such Person, or a combination thereof, or (c) any other Person (other than a corporation or a

partnership) in which such Person, one or more Subsidiaries of such Person, or a combination thereof, directly or indirectly, at the date of determination, has (i) at least a majority ownership interest or (ii) the power to elect or direct the election of a majority of the directors or other governing body of such Person.

"*transfer*" including the correlative terms "*transferring*" or "*transferred*" means any direct or indirect transfer, assignment, sale, gift, pledge, hypothecation or other encumbrance, or any other disposition (whether voluntary, involuntary or by operation of law) of any assets, properties or rights.

ARTICLE II
BUSINESS OPPORTUNITIES

Section 2.1 *Fertilizer Restricted Businesses*

For so long as any CVR Entity continues to own at least 50% of the Outstanding Units of the Partnership, and except as permitted by Section 2.2, each of the CVR Entities shall be prohibited from engaging in, whether by acquisition, construction, investment in debt or equity securities of any Person or otherwise, any business having assets engaged in the following businesses (the "*Fertilizer Restricted Businesses*"): the production, transportation or distribution, on a wholesale basis, of fertilizer in the contiguous United States.

Section 2.2 *Fertilizer Permitted Exceptions*

Notwithstanding any provision of Section 2.1 to the contrary, the CVR Entities may engage in the following activities under the following circumstances:

(a) the ownership and/or operation of any of the Retained Assets (including replacements and natural extensions of the Retained Assets);

(b) engaging in any Fertilizer Restricted Business acquired by a CVR Entity as part of a business or package of assets after the Closing Date if the fair market value of the Fertilizer Assets represents less than a majority of the fair market value of the total assets or business acquired (fair market value as determined in good faith by the board of directors of CVR); provided the Partnership Group will be offered the opportunity to acquire such Fertilizer Assets in accordance with Section 2.5;

(c) engaging in any Fertilizer Restricted Business subject to the offer to the Partnership Group set forth in Section 2.5 pending the General Partner's determination whether to cause any Partnership Group Member to accept such offer and pending the closing of any offers any Partnership Group Member accepts;

(d) engaging in any Fertilizer Restricted Business with respect to which the General Partner has advised CVR that the General Partner's board of directors has elected not to cause a Partnership Group Member to acquire (or seek to acquire); and

(e) the purchase and ownership of up to 9.9% of any class of securities of any publicly-traded entity engaged in any Fertilizer Restricted Business.

Section 2.3 *Refinery Restricted Businesses*

For so long as any CVR Entity continues to own at least 50% of the Outstanding Units of the Partnership and except as permitted by Section 2.4, each of the Partnership Entities shall be prohibited from, whether by acquisition, construction, investment in debt or equity securities of any Person or otherwise, engaging in the following businesses (the "*Refinery Restricted Businesses*"):

(a) the ownership or operation within the United States of any refinery with processing capacity greater than 20,000 barrels per day whose primary business is producing transportation fuels; or

(b) the ownership or operation outside the United States of any refinery.

Section 2.4 *Refinery Permitted Exceptions*

Notwithstanding any provision of Section 2.3 to the contrary, the Partnership Entities may engage in the following activities under the following circumstances:

(a) engaging in any Refinery Restricted Business acquired by a Partnership Entity as part of a business or package of assets after the Closing Date if the fair market value of the Refinery Assets represents less than a majority of the fair market value of the total assets or business acquired (fair market value as determined in good faith by the board of directors of the General Partner); provided the CVR Entities will be offered the opportunity to acquire such Refinery Assets in accordance with Section 2.5;

(b) engaging in any Refinery Restricted Business subject to the offer to the CVR Entities set forth in Section 2.5 pending CVR's determination whether to cause any CVR Entity to accept such offer and pending the closing of any offers any Partnership Entity accepts;

(c) engaging in any Refinery Restricted Business with respect to which CVR has advised the General Partner that CVR's board of directors has elected not to cause a CVR Entity to acquire (or seek to acquire); and

(d) the purchase and ownership of up to 9.9% of any class of securities of any publicly-traded entity engaged in any Refinery Restricted Business.

Section 2.5 *Procedures.*

(a) In the event that (i) a CVR Entity acquires Fertilizer Assets described in Section 2.2(b), or (ii) a Partnership Group Member acquires any Refinery Assets described in Section 2.4(a), then as soon as reasonably practicable, but in any event within 365 days of the closing of the acquisition, such acquiring Party (the "*Acquiring Party*") shall notify (A) the General Partner, in the case of an acquisition by a CVR Entity or (B) CVR, in the case of an acquisition by a Partnership Group Member, in writing of such acquisition and offer such party to be notified (each an "*Offeree*") the opportunity for the Offeree (or, in the case of the General Partner, any Partnership Group Member and, in the case of CVR, any other CVR Entity) to purchase such Fertilizer Assets or Refinery Assets, as applicable (the "*Offered Assets*").

(b) The purchase price for any Offered Assets shall be the Offered Assets' fair market value (plus any Break-up Costs).

(c) The Offer shall set forth the Acquiring Party's proposed terms relating to the purchase of the Offered Assets by the Offeree (or, in the case of the General Partner, any Partnership Group Member and, in the case of CVR, any other CVR Entity), including any liabilities to be assumed by the Offeree as part of the Offer.

(d) As soon as practicable after the Offer is made, the Acquiring Party will deliver to the Offeree all information prepared by or on behalf of or in the possession of such Acquiring Party relating to the Offered Assets and reasonably requested by the Offeree. As soon as practicable, but in any event, within 90 days after receipt of such notification, the Offeree shall notify the Acquiring Party in writing that either

(i) the Offeree has elected not to purchase (or not to cause any of its permitted Affiliates to purchase) the Offered Assets, in which event the Acquiring Party and its Affiliates shall, subject to the other terms of this Agreement, be forever free to continue to own or operate such Offered Assets; or

(ii) the Offeree has elected to purchase (or to cause any of its permitted Affiliates to purchase) the Offered Assets, in which event the procedures set forth in Section 2.5(e) shall be followed.

(e) In the event of a proposed purchase pursuant to Section 2.5(d)(ii):

(i) After the receipt of the Offer by the Offeree, the Acquiring Party and the Offeree shall negotiate in good faith to agree upon the fair market value (and any Break-up Costs) of the Offered Assets that are subject to the Offer and the other terms of the Offer on which the Offered Assets will be sold to the Offeree. If the Acquiring Party and the Offeree agree on the fair market value of the Offered Assets that are subject to the Offer and the other terms of the Offer during the 30-day period after receipt by the Acquiring Party of the Offeree's election to purchase (or to cause any permitted Affiliate of the Offeree to purchase) the Offered Assets (the "*Offer Period*"), the Offeree shall purchase (or cause any of its permitted Affiliates to purchase) the Offered Assets on such terms as soon as commercially practicable after such agreement has been reached.

(ii) If the Acquiring Party and the Offeree are unable to agree on the fair market value (and any Break-up Costs) of the Offered Assets that are subject to the Offer or on any other terms of the Offer during the Offer Period, the Acquiring Party and the Offeree will engage an independent investment banking firm or other appraisal firm to determine the fair market value (and any Break-up Costs) of the Offered Assets and/or the other terms on which the Acquiring Party and the Offeree are unable to agree. In determining the fair market value of the Offered Assets and other terms on which the Offered Assets are to be sold, the investment banking firm or other appraisal firm will have access to the proposed sale and purchase values and terms for the Offer submitted by the Acquiring Party and the Offeree, respectively, and to all information prepared by or on behalf of the Acquiring Party relating to the Offered Assets and reasonably

requested by such investment banking firm or other appraisal firm and shall be permitted to consider the purchase price paid by the Acquiring Party for the Offered Assets. Such investment banking firm or other appraisal firm will determine the fair market value (and any Break-up Costs) of the Offered Assets and/or the other terms on which the Acquiring Party and the Offeree are unable to agree within 60 days of its engagement and furnish the Acquiring Party and the Offeree its determination. The fees and expenses of the investment banking firm will be divided equally between the Acquiring Party and the Offeree. Upon receipt of such determination, the Offeree will have the option, but not the obligation, to purchase the Offered Assets for the fair market value (and any Break-up Costs) and on the other terms determined by the investment banking firm or other appraisal firm, as soon as commercially practicable after determinations have been made. The Offeree will provide written notice of its decision to the Acquiring Party within 30 days after the investment banking firm or other appraisal firm has submitted its determination and if the Offerree. Failure to provide such notice within such 30-day period shall be deemed to constitute a decision not to purchase the Offered Assets. If the Offeree decides to purchase the Offered Assets the Offeree shall purchase (or cause any of its permitted Affiliates to purchase) the Offered Asset as soon as commercially practicable after it has provided such notice.

Section 2.6 *Other Business Opportunities.*

For so long as any CVR Entity continues to own at least 50% of the General Partner Interest, if any Partnership Entity is presented with an opportunity to pursue, purchase or invest in any Other Business Opportunity, such Partnership Entity shall give prompt written notice to CVR, of the Other Business Opportunity. Such notice shall set forth all information available to any Partnership Entity including, but not limited to, the identity of the Other Business Opportunity and its seller, the proposed price, all written information about the Other Business Opportunity provided to any Partnership Entity by and on behalf of the seller as well as any information or analyses compiled by any Partnership Entity from other sources (such information referred to collectively herein as "*Other Business Opportunity Information*"). The Partnership Entities shall continue to provide to CVR, promptly any and all Other Business Opportunity Information subsequently received. The Parties shall maintain the confidentiality of all such Other Business Opportunity Information, subject to compliance with applicable law. As soon as practicable but in any event within thirty (30) days after receipt of such initial notification and information, CVR shall notify the General Partner that either (a) CVR has elected to cause a CVR Entity to pursue the opportunity to acquire or invest in the Other Business Opportunity or (b) CVR has elected not to cause a CVR Entity to pursue the opportunity to acquire or invest in the Other Business Opportunity. If, at any time, CVR or the designated CVR Entity abandons such opportunity (as evidenced in writing by CVR following the request of the General Partner), any Partnership Entity may pursue such opportunity without time limit. In no event shall any provision of this Agreement require CVR to approve any expansion of the purpose of CVR, other than in its sole discretion.

Section 2.7 *Scope of Prohibition*.

If any CVR Entity or Partnership Entity engages in a Restricted Business pursuant to any of the exceptions described in Section 2.2 or Section 2.4, as applicable, such CVR Entity or

Partnership Entity may not subsequently expand that portion of their business except (i) pursuant to the exceptions contained in such Sections Section 2.2 or Section 2.4 or (ii) to maintain or improve their facilities comprising the Restricted Business or to expand their facilities with additional facilities or assets that are physically connected, in a material manner, with the existing facilities comprising the Restricted Business. Except as otherwise provided in this Agreement and the Partnership Agreement, each CVR Entity and Each Partnership Entity shall be free to engage in any business activity whatsoever, including those that may be in direct competition with the CVR Entities or the Partnership Group

Section 2.8 *Enforcement*

Each Party agrees and acknowledges that the other Parties do not have an adequate remedy at law for the breach by any Party of its covenants and agreements set forth in this Article II, and that any breach by any Party of its covenants and agreements set forth in this Article II would result in irreparable injury to the other Parties. Each Party further agrees and acknowledges that any other Party may, in addition to the other remedies which may be available to such other Party, file a suit in equity to enjoin the breaching Party from such breach, and consent to the issuance of injunctive relief relating to this Agreement. No Person, directly or indirectly controlled thereby shall be liable for the failure of any other Person, directly or indirectly, controlled thereby to comply with this Article II.

ARTICLE III

MISCELLANEOUS

Section 3.1 *Choice of Law; Submission to Jurisdiction*

This Agreement shall be subject to and governed by the laws of the State of New York. THE PARTIES AGREE THAT ANY ACTION BROUGHT IN CONNECTION WITH THIS AGREEMENT MAY BE MAINTAINED IN ANY COURT OF COMPETENT JURISDICTION LOCATED IN THE STATE OF KANSAS, AND EACH PARTY AGREES TO SUBMIT PERSONALLY TO THE JURISDICTION OF ANY SUCH COURT AND HEREBY WAIVES THE DEFENSES OF FORUM NON-CONVENIENS OR IMPROPER VENUE WITH RESPECT TO ANY ACTION BROUGHT IN ANY SUCH COURT IN CONNECTION WITH THIS AGREEMENT.

Section 3.2 *Notice*

All notices or other communications required or permitted under, or otherwise in connection with, this Agreement must be in writing and must be given by depositing same in the U.S. mail, addressed to the Person to be notified, postpaid and registered or certified with return receipt requested or by transmitting by national overnight courier or by delivering such notice in person or by facsimile to such Party. Notice given by mail, national overnight courier or personal delivery shall be effective upon actual receipt. Notice given by facsimile shall be effective upon confirmation of receipt when transmitted by facsimile if transmitted during the recipient’s normal business hours or at the beginning of the recipient’s next business day after receipt if not transmitted during the recipient’s normal business hours. All notices to be sent to a Party

pursuant to this Agreement shall be sent to or made at the address set forth below or at such other address as such Party may stipulate to all other Parties in the manner provided in this Section 3.2.

if to the CVR Entities:

CVR Energy, Inc.
10 E. Cambridge Circle, Ste. 250
Kansas City, Kansas 66103
Attention: Edmund S. Gross
Facsimile No.: 913-982-5651

if to the Partnership Entities

CVR GP, LLC
10 E. Cambridge Circle, Ste. 250
Kansas City, Kansas 66103
Attention: Edmund S. Gross
Facsimile No.: 913-982-5651

Section 3.3 *Entire Agreement*

This Agreement constitutes the entire agreement of the Parties relating to the matters contained herein, superseding all prior contracts or agreements (including the Original Agreement), whether oral or written, relating to the matters contained herein.

Section 3.4 *Amendment or Modification*

This Agreement may be amended or modified from time to time only by the written agreement of all the Parties hereto. Each such instrument shall be reduced to writing and shall be designated on its face an “Amendment” or an “Addendum” to this Agreement.

Section 3.5 *Assignment*

No Party shall have the right to assign any of its rights or obligations under this Agreement without the consent of the other Parties hereto.

Section 3.6 *Counterparts*

This Agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts shall be construed together and shall constitute one and the same instrument.

Section 3.7 *Severability*

If any provision of this Agreement shall be held invalid or unenforceable by a court or regulatory body of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

Section 3.8 *Further Assurances*

In connection with this Agreement and all transactions contemplated by this Agreement, each signatory party hereto agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all such transactions.

Section 3.9 *Rights of Limited Partners; Third Party Beneficiaries*

The provisions of this Agreement are enforceable solely by the Parties to this Agreement, and no Limited Partner of the Partnership shall have the right, separate and apart from the Partnership, to cause the Partnership to enforce any provision of this Agreement or to compel any Party to this Agreement to comply with the terms of this Agreement. Kelso & Company, L.P. and their respective Affiliates and successors and assigns as owners of interests in the CVR Entities shall be entitled to assert rights and remedies hereunder as a third-party beneficiary hereto with respect to Section 3.10.

Section 3.10 *No Restrictions on Owners of General Partner or CVR*

Notwithstanding anything herein to the contrary, nothing herein shall be deemed to restrict Kelso & Company, L.P. or their respective Affiliates (other than the CVR Entities), or their respective successors and assigns as owners of interests in the CVR Entities, from engaging in any banking, brokerage, trading, market making, hedging, arbitrage, investment advisory, financial advisory, anti-raid advisory, merger advisory, financing, lending, underwriting, asset management, principal investing, mergers & acquisitions or other activities conducted in the ordinary course of their or their Affiliates' business in compliance with applicable law, including without limitation buying and selling securities of any CVR Entity or Partnership Entity, entering into derivatives transactions regarding or shorting securities of any CVR Entity or Partnership Entity, serving as a lender, underwriter or market maker or issuing research with respect to securities of any CVR Entity or Partnership Entity or acquiring, selling, making investments in or entering into other transactions with companies or businesses in the same or similar lines of business as any CVR Entity or Partnership Entity whether or not such investments or transactions are or may be competitive with any business of any CVR Entity or Partnership Entity.

[SIGNATURE PAGE FOLLOWS]

The Parties have executed this Agreement on, and effective as of, the Closing Date.

CVR ENERGY, INC.

By: /s/ John J. Lipinski
Name: John J. Lipinski
Title: Chief Executive Officer and President

CVR GP, LLC

By: /s/ Edward Morgan
Name: Edward A. Morgan
Title: Chief Financial Officer and Treasurer

CVR PARTNERS, LP

By: CVR GP, LLC, its General Partner

By: /s/ Stanley A. Riemann
Name: Stanley A. Riemann
Title: Chief Operating Officer

AMENDED AND RESTATED SERVICES AGREEMENT

This Amended and Restated Services Agreement (this "***Agreement***") is entered into as of the 13th day of April, 2011, by and among CVR Partners, LP, a Delaware limited partnership ("***MLP***"), CVR GP, LLC, a Delaware limited liability company ("***GP***"), and CVR Energy, Inc., a Delaware corporation ("***CVR***", and collectively with MLP and GP, the "***Parties***" and each, a "***Party***").

RECITALS

MLP is the owner, directly or indirectly, of Coffeyville Resources Nitrogen Fertilizers, LLC, a Delaware limited liability company ("***Fertilizer***"). CVR is the owner, directly or indirectly, of Coffeyville Resources Refining & Marketing, LLC, a Delaware limited liability company ("***Refinery***"). GP, in its capacity as the general partner of MLP, desires to engage CVR, on its own behalf and for the benefit of Fertilizer and MLP, to provide certain services necessary to operate the business conducted by Fertilizer, MLP and GP (the "***Services Recipients***"), and CVR is willing to undertake such engagement, subject to the terms and conditions of this Agreement.

MLP, GP, CVR and CVR Special GP, LLC, a Delaware limited liability company ("***Special GP***"), entered into a Services Agreement dated as of October 25, 2007, as amended effective January 1, 2010 (as amended, the "***Original Agreement***"), pursuant to which CVR agreed to provide certain services to the Services Recipients. Special GP has been merged into Coffeyville Resources, LLC, a Delaware limited liability company, and is no longer party to the Original Agreement. The Parties desire to amend and restate the terms of the Original Agreement upon the terms and subject to the conditions set forth in this Agreement.

MLP, GP (for itself and in its capacity as the general partner of MLP), and CVR agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01 Terms. The following defined terms will have the meanings given below:

"***Administrative Personnel***" means individuals who are employed by CVR or any of its Affiliates and assist in providing, as part of the Services, any of the administrative services referred to in Exhibit 1 hereto.

"***Affiliate***" shall mean 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, such specified Person. For purposes of this definition, "control" when used with respect to any Person means the power to direct the management and policies of such Person, directly or indirectly, through the ownership of voting securities, by contract or otherwise (provided that, solely for purposes of this Agreement, the Services Recipients shall not be deemed Affiliates of CVR).

"***Bankrupt***" with respect to any Person shall mean such Person shall generally be unable to pay its debts as such debts become due, or shall so admit in writing or shall make a general assignment for the benefit of creditors; or any proceeding shall be instituted by or against such Person seeking to adjudicate it a bankrupt or insolvent, or seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief, or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee, or other similar official for it or for any substantial part of its property and, in the case of any such proceeding instituted against it (but not instituted by it), shall remain undismissed or unstayed for a period of 30 days; or such Person shall take any action to authorize any of the actions set forth above.

"***CVR Representative***" means such person as is designated in writing by CVR to serve in such capacity.

"***Default Rate***" shall mean an interest rate (which shall in no event be higher than the rate permitted by applicable law) equal to 300 basis points over LIBOR.

"***Fertilizer***" has the meaning set forth in the Recitals hereinabove.

"***Fertilizer Payroll Percentage***" means, for any applicable period, the percentage represented by a fraction, the numerator of which is the total payroll amount of Fertilizer for such period, and the denominator of which is the total payroll amount of Fertilizer plus the total payroll amount of Refinery for such period, as such payroll amounts are calculated on a consistent basis for purposes of determining the Fertilizer Payroll Percentage.

"***Governmental Approval***" shall mean any material consent, authorization, certificate, permit, right of way grant or approval of any Governmental Authority that is necessary for the construction, ownership and operation of the assets used in the business of the Services Recipients in accordance with applicable Laws.

"***Governmental Authority***" shall mean any court or tribunal in any jurisdiction or any federal, state, tribal, municipal or local government or other governmental body, agency, authority, department, commission, board, bureau, instrumentality, arbitrator or arbitral body or any quasi-governmental or private body lawfully exercising any regulatory or taxing authority.

"***GP/MLP Representative***" means such person as is designated in writing by GP to serve in such capacity.

"***Initial Offering***" means the initial public offering of common units representing limited partner interests in MLP.

"***Laws***" shall mean any applicable statute, environmental law, common law, rule, regulation, judgment, order, ordinance, writ, injunction or decree issued or promulgated by any Governmental Authority.

"***Party***" and "***Parties***" means the parties to this Agreement.

"***Person***" means an individual, corporation, partnership, joint venture, trust, limited liability company, unincorporated organization or other entity.

"***Personnel Costs***" means all compensation costs incurred by an employer in connection with the employment by such employer of applicable personnel, including all payroll and benefits but excluding (i) any Share-Based Compensation and (ii) severance costs (other than for Seconded Personnel).

"***Refinery***" has the meaning set forth in the Recitals hereinabove.

"***Seconded Personnel***" means individuals, other than Administrative Personnel, who are employed by CVR or any of its Affiliates and provided on a full-time basis to the Services Recipients in connection with provision of the Services.

"***Services***" shall consist of those services performed for the Services Recipients as described on Exhibit 1 hereto.

"***Services Recipients***" has the meaning set forth in the Recitals hereinabove.

"***Share-Based Compensation***" means any compensation accruing or payable under any incentive or other compensation plan or program of an employer based upon changes in the equity value of such employer or any of its Affiliates (but excluding MLP and its subsidiaries).

"***Shared Personnel***" means individuals, other than Administrative Personnel, who are employed by CVR or any of its Affiliates and provided on a part-time basis to the Services Recipients in connection with provision of the Services.

ARTICLE II

RETENTION OF CVR; SCOPE OF SERVICES

Section 2.01 Retention of CVR. GP, on its own behalf and for the benefit of the Services Recipients, hereby engages CVR to perform the Services and CVR hereby accepts such engagement and agrees to perform the Services and to provide all Administrative Personnel, Seconded Personnel, and Shared Personnel necessary to perform the Services.

Section 2.02 Scope of Services. The Services shall be provided in accordance with (i) applicable material Governmental Approvals and Laws, (ii) applicable industry standards and (iii) quality standards that, taken as a whole, are not materially less favorable to the Services Recipients compared to those provided to the Services Recipients as of the date of this Agreement.

Section 2.03 Exclusion of Services. At any time, GP or CVR may temporarily or permanently exclude any particular service from the scope of the Services upon 180 days notice.

Section 2.04 Performance of Services by Affiliates or Other Persons. The Parties hereby agree that in discharging its obligations hereunder, CVR may engage any of its Affiliates or other Persons to perform the Services (or any part of the Services) on its behalf and that the

performance of the Services (or any part of the Services) by any such Affiliate or Person shall be treated as if CVR performed such Services itself. No such delegation by CVR to Affiliates or other Persons shall relieve CVR of its obligations hereunder.

ARTICLE III

PAYMENT AMOUNT

Section 3.01 Payment Amount. GP shall pay or cause MLP or Fertilizer to pay, to CVR (or its Affiliates as CVR may direct) the amount of any direct or indirect expenses incurred by CVR or its Affiliates in connection with the provision of Services by CVR or its Affiliates (the "***Payment Amount***"), in accordance with the following:

(a) Seconded Personnel. The Payment Amount will include all Personnel Costs of Seconded Personnel, to the extent attributable to the periods during which such Seconded Personnel are provided to the Services Recipients.

(b) Shared Personnel and Administrative Personnel. The Payment Amount will include a prorata share of all Personnel Costs of Shared Personnel and Administrative Personnel (including government and public relations), as determined by CVR on a commercially reasonable basis, based on the percent of total working time that such respective personnel are engaged in performing any of the Services.

(c) Administrative Costs. The Payment Amount will include following:

(i) Payroll. A prorata share of all Personnel Costs of Administrative Personnel engaged in performing payroll services as part of the Services, as determined by CVR on a commercially reasonable basis, based on the Fertilizer Payroll Percentage;

(ii) Office Costs. A prorata share of all office costs (including, without limitation, all costs relating to office leases, equipment leases, supplies, property taxes and utilities) for all locations of Administrative Personnel, as determined by CVR on a commercially reasonable basis, based on the Fertilizer Payroll Percentage;

(iii) Insurance. Insurance premiums will be direct charged to the applicable insured, provided, however, the Payment Amount will include all insurance premiums for adequate directors and officers (or equivalent) insurance for any Seconded Personnel or Shared Personnel, with liability coverage of no less than $15 million;

(iv) Outside Services. Services provided by outside vendors (including audit services, legal services, government and public relation services, and other services) will first be direct charged where applicable, provided, however, the Payment Amount will include a prorata share of charges for all services that are provided by outside vendors and not direct charged, as determined by CVR on a commercially reasonable basis, based upon the following percentages of such

charges: legal services — 20%; and all other services — Fertilizer Payroll Percentage;

(v) Other SGA Costs. A prorata share of all other sales, general and administrative costs relating to the Services Recipients, as determined by CVR on a commercially reasonable basis, based on the Fertilizer Payroll Percentage; and

(vi) Depreciation and Amortization. A prorata share of depreciation and amortization relating to all locations of Administrative Personnel, as determined by CVR on a commercially reasonable basis, based on the Fertilizer Payroll Percentage, following recognition of such depreciation or amortization as an expense on the books and records of CVR or its Affiliates.

(d) Other Costs. Bank charges, interest expense and any other costs as reasonably incurred by CVR or its Affiliates in the provision of Services will be direct charged as applicable. For the avoidance of doubt, any of the foregoing costs and expenses described in Section 3.01 that are direct charged to any Party will not be included in the Payment Amount.

Section 3.02 Payment of Payment Amount. CVR shall submit monthly invoices to GP for the Services, which invoices shall be due and payable net 15 days. GP shall pay or cause MLP or Fertilizer to pay, to CVR in immediately available funds, the full Payment Amount due under Section 3.01. Past due amounts shall bear interest at the Default Rate. Allocation percentages referred to in this Article III will be calculated and determined for calendar year or calendar quarter periods, as CVR may determine, based upon CVR's annual audited financials, or quarterly unaudited financials, for the immediately preceding calendar year or calendar quarter, as applicable.

Section 3.03 Disputed Charges. GP MAY, WITHIN 90 DAYS AFTER RECEIPT OF A CHARGE FROM CVR, TAKE WRITTEN EXCEPTION TO SUCH CHARGE, ON THE GROUND THAT THE SAME WAS NOT A REASONABLE COST INCURRED BY CVR OR ITS AFFILIATES IN CONNECTION WITH THE SERVICES. GP SHALL NEVERTHELESS PAY OR CAUSE MLP OR FERTILIZER TO PAY IN FULL WHEN DUE THE FULL PAYMENT AMOUNT OWED TO CVR. SUCH PAYMENT SHALL NOT BE DEEMED A WAIVER OF THE RIGHT OF THE SERVICES RECIPIENT TO RECOUP ANY CONTESTED PORTION OF ANY AMOUNT SO PAID. HOWEVER, IF THE AMOUNT AS TO WHICH SUCH WRITTEN EXCEPTION IS TAKEN, OR ANY PART THEREOF, IS ULTIMATELY DETERMINED NOT TO BE A REASONABLE COST INCURRED BY CVR OR ITS AFFILIATES IN CONNECTION WITH ITS PROVIDING THE SERVICES HEREUNDER, SUCH AMOUNT OR PORTION THEREOF (AS THE CASE MAY BE) SHALL BE REFUNDED BY CVR TO THE SERVICES RECIPIENTS TOGETHER WITH INTEREST THEREON AT THE DEFAULT RATE DURING THE PERIOD FROM THE DATE OF PAYMENT BY THE SERVICES RECIPIENTS TO THE DATE OF REFUND BY CVR.

Section 3.04 CVR's Employees. The Services Recipients shall not be obligated to pay directly to Seconded Personnel or Shared Personnel any compensation, salaries, wages, bonuses,

benefits, social security taxes, workers' compensation insurance, retirement and insurance benefits, training or other expenses; provided, however, that if CVR fails to pay any employee within 30 days of the date such employee's payment is due:

(a) The Services Recipients may (i) pay such employee directly, (ii) employ such employee directly, or (iii) notify CVR that this Agreement is terminated and employ such employees directly; and

(b) CVR shall reimburse GP, MLP or Fertilizer, as the case may be, for the amount GP, MLP or Fertilizer, as applicable, paid to CVR with respect to employee services for which CVR did not pay any such employee.

ARTICLE IV

BOOKS, RECORDS AND REPORTING

Section 4.01 Books and Records. CVR and its Affiliates and the Services Recipients shall each maintain accurate books and records regarding the performance of the Services and calculation of the Payment Amount, and shall maintain such books and records for the period required by applicable accounting practices or law, or five (5) years, whichever is longer.

Section 4.02 Audits. CVR and its Affiliates and the Services Recipients shall have the right, upon reasonable notice, and at all reasonable times during usual business hours, to audit, examine and make copies of the books and records referred to in Section 4.01. Such right may be exercised through any agent or employee of the Person exercising such right if designated in writing by such Person or by an independent public accountant, engineer, attorney or other agent so designated. Each Person exercising such right shall bear all costs and expenses incurred by it in any inspection, examination or audit. Each Party shall review and respond in a timely manner to any claims or inquiries made by the other Party regarding matters revealed by any such inspection, examination or audit.

Section 4.03 Reports. CVR shall prepare and deliver to GP any reports provided for in this Agreement and such other reports as GP may reasonably request from time to time regarding the performance of the Services.

ARTICLE V

INTELLECTUAL PROPERTY

Section 5.01 Ownership by CVR and License to MLP. Any (i) inventions, whether patentable or not, developed or invented, or (ii) copyrightable material (and the intangible rights of copyright therein) developed, by CVR, its Affiliates or its or their employees in connection with the performance of the Services shall be the property of CVR; provided, however, that CVR hereby grants, and agrees to cause its Affiliates to grant, to MLP an irrevocable, royalty-free, non-exclusive and non-transferable (without the prior written consent of CVR) right and license to use such inventions or material; and further provided, however, that MLP shall only be granted such a right and license to the extent such grant does not conflict with, or result in a breach, default, or violation of a right or license to use such inventions or material granted to

CVR by any Person other than an Affiliate of CVR. Notwithstanding the foregoing, CVR will, and will cause its Affiliates to, use all commercially reasonable efforts to grant such right and license to MLP.

Section 5.02 License to CVR and its Affiliates. MLP hereby grants, and will cause its Affiliates to grant, to CVR and its Affiliates an irrevocable, royalty-free, non-exclusive and non-transferable right and license to use, during the term of this Agreement, any intellectual property provided by MLP or its Affiliates to CVR or its Affiliates, but only to the extent such use is necessary for the performance of the Services. CVR agrees that CVR and its Affiliates will utilize such intellectual property solely in connection with the performance of the Services.

ARTICLE VI

TERMINATION

Section 6.01 Termination By GP.

(a) Upon the occurrence of any of the following events, GP may terminate this Agreement by giving written notice of such termination to CVR:

(i) CVR becomes Bankrupt; or

(ii) CVR dissolves and commences liquidation or winding-up.

Any termination under this Section 6.01(a) shall become effective immediately upon delivery of the notice first described in this Section 6.01(a), or such later time (not to exceed the first anniversary of the delivery of such notice) as may be specified by GP.

(b) In addition to its rights under Section 6.01(b), after the first year anniversary of the completion of the Initial Offering, GP may terminate this Agreement at any time by giving notice of such termination to CVR. Any termination under this Section 6.01(b) shall become effective 180 days after delivery of such notice, or such later time (not to exceed the first anniversary of the delivery of such notice) as may be specified by GP.

Section 6.02 Termination By CVR. After the first year anniversary of the completion of the Initial Offering, CVR may terminate this Agreement at any time by giving notice of such termination to GP. Any termination under this Section 6.02 shall become effective 180 days after delivery of such notice, or such later time (not to exceed the first anniversary of the delivery of such notice) as may be specified by CVR.

Section 6.03 Effect of Termination. If this Agreement is terminated in accordance with Section 6.01 or Section 6.02, all rights and obligations under this Agreement shall cease except for (a) obligations that expressly survive termination of this Agreement; (b) liabilities and obligations that have accrued prior to such termination, including the obligation to pay any amounts that have become due and payable prior to such termination, and (c) the obligation to pay any portion of any Payment Amount that has accrued prior to such termination, even if such portion has not become due and payable at that time.

Section 6.04 Transition of Services. During the period of 180 days following the delivery of any notice of termination delivered in accordance with Section 6.01(b) or 6.02, in addition to the Services, CVR will, and will cause its Affiliates to, provide to MLP such additional services as may be reasonably requested by the GP to assist the Services Recipients in effecting a transition of the responsibility for providing the Services.

Section 6.05 Survival. The provisions of this Article VI and Sections 3.03, 4.01, 4.02, 5.01, 8.01, 8.02, 8.03 and Articles IX and X will survive and continue in full force and effect notwithstanding the termination of this Agreement.

ARTICLE VII

ADDITIONAL REPRESENTATIONS AND WARRANTIES

Section 7.01 Representations and Warranties of CVR. CVR hereby represents, warrants and covenants to the other Parties that as of the date hereof:

(a) CVR is duly organized, validly existing, and in good standing under the laws of the State of Delaware; CVR is duly qualified and in good standing in the States required in order to perform the Services except where failure to be so qualified or in good standing could not reasonably be expected to have a material adverse impact on GP or MLP; and CVR has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder

(b) CVR has duly executed and delivered this Agreement, and this Agreement constitutes the legal, valid and binding obligation of each such Person, enforceable against it in accordance with its terms (except as may be limited by bankruptcy, insolvency or similar laws of general application and by the effect of general principles of equity, regardless of whether considered at law or in equity); and

(c) The authorization, execution, delivery, and performance of this Agreement by CVR does not and will not (i) conflict with, or result in a breach, default or violation of, (A) the amended and restated certificate of incorporation of CVR, (B) any contract or agreement to which such Person is a party or is otherwise subject, or (C) any law, order, judgment, decree, writ, injunction or arbitral award to which such Person is subject; or (ii) require any consent, approval or authorization from, filing or registration with, or notice to, any governmental authority or other Person, unless such requirement has already been satisfied, except, in the case of clauses (i)(B) and (i)(C), for such conflicts, breaches, defaults or violations that would not have a material adverse effect on CVR or on its ability to perform its obligations hereunder, and except, in the case of clause (ii), for such consents, approvals, authorizations, filings, registrations or notices, the failure of which to obtain or make would not have a material adverse effect on CVR or on their ability to perform their obligations hereunder.

Section 7.02 Representations and Warranties of GP and MLP. Each of GP and MLP hereby represents, warrants and covenants to the other Parties that as of the date hereof:

(a) Each of GP and MLP is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation; each of GP and MLP has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder;

(b) Each of GP and MLP has duly executed and delivered this Agreement, and this Agreement constitutes the legal, valid and binding obligation of each such Person enforceable against it in accordance with its terms (except as may be limited by bankruptcy, insolvency or similar laws of general application and by the effect of general principles of equity, regardless of whether considered at law or in equity); and

(c) The authorization, execution, delivery, and performance of this Agreement by each of GP and MLP does not and will not (i) conflict with, or result in a breach, default or violation of, (A) the limited liability company agreement of GP or the partnership agreement of MLP, (B) any contract or agreement to which such Person is a party or is otherwise subject, or (C) any law, order, judgment, decree, writ, injunction or arbitral award to which such Person is subject; or (ii) require any consent, approval or authorization from, filing or registration with, or notice to, any governmental authority or other Person, unless such requirement has already been satisfied, except, in the case of clause (i)(B) and (i)(C), for such conflicts, breaches, defaults or violations that would not have a material adverse effect on GP or MLP or on their ability to perform their obligations hereunder, and except, in the case of clause (ii), for such consents, approvals, authorizations, filings, registrations or notices, the failure of which to obtain or make would not have a material adverse effect on GP or MLP or on their ability to perform their respective obligations hereunder.

ARTICLE VIII

ADDITIONAL REQUIREMENTS

Section 8.01 Indemnity. The Services Recipients shall indemnify, reimburse, defend and hold harmless CVR and its Affiliates and their respective successors and permitted assigns, together with their respective employees, officers, members, managers, directors, agents and representatives (collectively the "Indemnified Parties"), from and against all losses (including lost profits), costs, damages, injuries, taxes, penalties, interests, expenses, obligations, claims and liabilities (joint or severable) of any kind or nature whatsoever (collectively "Losses") that are incurred by such Indemnified Parties in connection with, relating to or arising out of (i) the breach of any term or condition of this Agreement, or (ii) the performance of any Services hereunder; *provided*, *however*, that the Services Recipients shall not be obligated to indemnify, reimburse, defend or hold harmless any Indemnified Party for any Losses Incurred, by such Indemnified Party in connection with, relating to or arising out of:

(a) a breach by such Indemnified Party of this Agreement;

(b) the gross negligence, willful misconduct, bad faith or reckless disregard of such Indemnified Party in the performance of any Services hereunder; or

(c) fraudulent or dishonest acts of such Indemnified Party with respect to the Services Recipients.

The rights of any Indemnified Party referred to above shall be in addition to any rights that such Indemnified Party shall otherwise have at law or in equity. Without the prior written consent of the Services Recipients, no Indemnified Party shall settle, compromise or consent to the entry of any judgment in, or otherwise seek to terminate any, claim, action, proceeding or investigation in respect of which indemnification could be sought hereunder unless (a) such Indemnified Party indemnifies the Services Recipients from any liabilities arising out of such claim, action, proceeding or investigation, (b) such settlement, compromise or consent includes an unconditional release of the Services Recipients and Indemnified Party from all liability arising out of such claim, action, proceeding or investigation and (c) the parties involved agree that the terms of such settlement, compromise or consent shall remain confidential. In the event that indemnification is provided for under any other agreements between CVR or any of its Affiliates and any of the Services Recipients or any of their Affiliates, and such indemnification is for any particular Losses, then such indemnification (and any limitations thereon) as provided in such other agreement shall apply as to such particular Losses and shall supersede and be in lieu of any indemnification that would otherwise apply to such particular Losses under this Agreement.

Section 8.02 Limitation of Duties and Liability. The relationship of CVR to the Services Recipients pursuant to this Agreement is as an independent contractor and nothing in this Agreement shall be construed to impose on CVR, or on any of its Affiliates, or on any of their respective successors and permitted assigns, or on their respective employees, officers, members, managers, directors, agents and representatives, an express or implied fiduciary duty. CVR and its Affiliates and their respective successors and permitted assigns, together with their respective employees, officers, members, managers, directors, agents and representatives, shall not be liable for, and the Services Recipients shall not take, or permit to be taken, any action against any of such Persons to hold such Persons liable for, (a) any error of judgment or mistake of law or for any liability or loss suffered by the Services Recipients in connection with the performance of any Services under this Agreement, except for a liability or loss resulting from gross negligence, willful misconduct, bad faith or reckless disregard in the performance of the Services, or (b) any fraudulent or dishonest acts with respect to the Services Recipients. In no event, whether based on contract, indemnity, warranty, tort (including negligence), strict liability or otherwise, shall CVR or its Affiliates, their respective successors and permitted assigns, or their respective employees, officers, members, managers, directors, agents and representatives, be liable for loss of profits or revenue or special, incidental, exemplary, punitive or consequential damages.

Section 8.03 Reliance. CVR and its Affiliates and their respective successors and permitted assigns, together with their respective employees, officers, members, managers, directors, agents and representatives, may take and may act and rely upon:

(a) the opinion or advice of legal counsel, which may be in-house counsel to the Services Recipients or to CVR or its Affiliates, any U.S.-based law firm, or other legal counsel reasonably acceptable to the Boards of Directors of the Services Recipients, in relation to the interpretation of this Agreement or any other document (whether statutory or otherwise) or generally in connection with the Services Recipients;

(b) advice, opinions, statements or information from bankers, accountants, auditors, valuation consultants and other consulted Persons who are in each case believed by the relying Person in good faith to be expert in relation to the matters upon which they are consulted; or

(c) any other document provided in connection with the Services Recipients upon which it is reasonable for the applicable Person to rely.

A Person shall not be liable for anything done, suffered or omitted by it in good faith in reliance upon such opinion, advice, statement, information or document.

Section 8.04 Services to Others. While CVR is providing the Services under this Agreement, CVR shall also be permitted to provide services, including services similar to the Services covered hereby, to others, including Affiliates of CVR.

Section 8.05 Transactions With Affiliates. CVR may recommend to the Services Recipients, and may engage in, transactions with any of CVR's Affiliates; *provided*, that any such transactions shall be subject to the authorization and approval of the Services Recipients' Boards of Directors, as applicable.

Section 8.06 Sharing of Information. CVR, and its Affiliates and other agents or representatives, shall be permitted to share Services Recipients' information with its Affiliates and other Persons as reasonably necessary to perform the Services, subject to appropriate and reasonable confidentiality arrangements.

Section 8.07 Disclosure of Remuneration. CVR shall disclose the amount of remuneration of the Chief Financial Officer and any other officer or employee shared with or seconded to the Services Recipients, including the Chief Executive Officer, to the Boards of Directors of the Services Recipients to the extent required for the Services Recipients to comply with the requirements of applicable law, including applicable Federal securities laws.

Section 8.08 Additional Seconded Personnel or Shared Personnel. CVR and the Services Recipients' Boards of Directors may agree from time to time that CVR shall provide additional Seconded Personnel or Shared Personnel, upon such terms as CVR and the Services Recipients' Board of Directors may mutually agree. Any such individuals shall have such titles and fulfill such functions as CVR and the Services Recipients may mutually agree but subject to compliance with the agreement of limited partnership of MLP.

Section 8.09 Plant Personnel. Personnel performing the actual day-to-day business and operations of Fertilizer at the plant level will be employed by Fertilizer and Fertilizer will bear all Personnel Costs or other costs relating to such personnel.

Section 8.10 Election. The Services Recipients shall cause the election of any Seconded Personnel or Shared Personnel to the extent required by the organizational documents of the Services Recipients. The Services Recipients' Board of Directors, after due consultation with CVR, may at any time request that CVR replace any Seconded Personnel and CVR shall, as promptly as practicable, replace any individual with respect to whom such Board of Directors shall have made its request, subject to the requirements for the election of officers under the

organizational documents of the Services Recipients but subject to compliance with the agreement of limited partnership of MLP.

ARTICLE IX

DISPUTES

Section 9.01 Resolution of Disputes. The Parties shall in good faith attempt to resolve promptly and amicably any dispute between the Parties arising out of or relating to this Agreement (each a "Dispute") pursuant to this Article IX. The Parties shall first submit the Dispute to the CVR Representative and the GP/MLP Representative, who shall then meet within fifteen (15) days to resolve the Dispute. If the Dispute has not been resolved within forty-five (45) days after the submission of the Dispute to the CVR Representative and the GP/MLP Representative, the Dispute shall be submitted to a mutually agreed non-binding mediation. The costs and expenses of the mediator shall be borne equally by the Parties, and the Parties shall pay their own respective attorneys' fees and other costs. If the Dispute is not resolved by mediation within ninety (90) days after the Dispute is first submitted to the CVR Representative and the GP/MLP Representative as provided above, then the Parties may exercise all available remedies.

Section 9.02 Multi-Party Disputes. The Parties acknowledge that they or their respective affiliates contemplate entering or have entered into various additional agreements with third parties that relate to the subject matter of this Agreement and that, as a consequence, Disputes may arise hereunder that involve such third parties (each a "Multi-Party Dispute"). Accordingly, the Parties agree, with the consent of such third parties, that any such Multi-Party Dispute, to the extent feasible, shall be resolved by and among all the interested parties consistent with the provisions of this Article IX.

ARTICLE X

MISCELLANEOUS

Section 10.01 Notices. Except as expressly set forth to the contrary in this Agreement, all notices, requests or consents provided for or permitted to be given under this Agreement must be in writing and must be delivered to the recipient in person, by courier or mail or by facsimile, telegram, telex, cablegram or similar transmission; and a notice, request or consent given under this Agreement is effective on receipt by the Party to receive it; provided, however, that a facsimile or other electronic transmission that is transmitted after the normal business hours of the recipient shall be deemed effective on the next business day. All notices, requests and consents to be sent to MLP must be sent to GP. All notices, requests and consents (including copies thereof) to be sent to GP must be sent to or made at the address given below for GP.

If to GP or MLP, to:

Kevan A. Vick
Executive Vice President and
Fertilizer General Manager
10 E. Cambridge Circle, Ste. 250
Kansas City, Kansas 66103
Facsimile: (913) 982-5662

With a copy to:

Edmund S. Gross,
Senior Vice President and General Counsel
CVR Energy, Inc.
10 E. Cambridge Circle, Ste. 250
Kansas City, Kansas 66103
Facsimile: (913) 982-5651

If to CVR, to:

John J. Lipinski
President and CEO
2277 Plaza Drive
Suite 500
Sugar Land, Texas 77479
Facsimile: (281) 207-3505

With a copy to:

Edmund S. Gross,
Senior Vice President and General Counsel
CVR Energy, Inc.
10 E. Cambridge Circle, Ste. 250
Kansas City, Kansas 66103
Facsimile: (913) 982-5651

Section 10.02 Effect of Waiver or Consent. Except as otherwise provided in this Agreement, a waiver or consent, express or implied, to or of any breach or default by any Party in the performance by that Party of its obligations under this Agreement is not a consent or waiver to or of any other breach or default in the performance by that Party of the same or any other obligations of that Party under this Agreement. Except as otherwise provided in this Agreement, failure on the part of a Party to complain of any act of another Party or to declare another Party in default under this Agreement, irrespective of how long that failure continues, does not constitute a waiver by that Party of its rights with respect to that default until the applicable statute-of-limitations period has run.

Section 10.03 Headings; References; Interpretation. All Article and Section headings in this Agreement are for convenience only and will not be deemed to control or affect the meaning or construction of any of the provisions hereof. The words “hereof,” “herein” and “hereunder” and words of similar import, when used in this Agreement, will refer to this Agreement as a whole, and not to any particular provision of this Agreement. All references herein to Articles and Sections will, unless the context requires a different construction, be deemed to be references to the Articles and Sections of this Agreement, respectively. All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, will include all other genders, and the singular will include the plural and vice versa. The terms “include,” “includes,” “including” or words of like import will be deemed to be followed by the words “without limitation.”

Section 10.04 Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

Section 10.05 No Third Party Rights. The provisions of this Agreement are intended to bind the parties signatory hereto 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 10.06 Counterparts. This Agreement may be executed in any number of counterparts, all of which together will constitute one agreement binding on the Parties.

Section 10.07 Governing Law. THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF KANSAS.

Section 10.08 Submission to Jurisdiction; Waiver of Jury Trial. Subject to the provisions of Article IX, each of the Parties hereby irrevocably acknowledges and consents that any legal action or proceeding brought with respect to any of the obligations arising under or relating to this Agreement may be brought in the courts of the State of Kansas, or in the United States District Court for the District of Kansas and each of the Parties hereby irrevocably submits to and accepts with regard to any such action or proceeding, for itself and in respect of its property, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts. Each Party hereby further irrevocably waives any claim that any such courts lack jurisdiction over such Party, and agrees not to plead or claim, in any legal action or proceeding with respect to this Agreement or the transactions contemplated hereby brought in any of the aforesaid courts, that any such court lacks jurisdiction over such Party. Each Party irrevocably consents to the service of process in any such action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to such party, at its address for notices set forth in this Agreement, such service to become effective ten (10) days after such mailing. Each Party hereby irrevocably waives any objection to such service of process and further irrevocably waives and agrees not to plead or claim in any action or proceeding commenced hereunder or under any other documents contemplated hereby that service of process was in any way invalid or ineffective. The foregoing shall not limit the rights of any Party to serve process in any other manner permitted by applicable law. The foregoing consents to jurisdiction shall not constitute general consents to service of process in the State of Kansas for any purpose except as provided above and shall not be deemed to confer rights on any Person other than the respective Parties. Each of the Parties hereby waives any right it may have under the laws of any jurisdiction to commence by publication any legal action or proceeding with respect this Agreement. To the fullest extent permitted by applicable law, each of the Parties hereby irrevocably waives the objection which it may now or hereafter have to the laying of the venue of any suit, action or proceeding arising out of or relating to this Agreement in any of the courts referred to in this Section 10.08 and hereby further irrevocably waives and agrees not to plead or claim that any such court is not a convenient forum for any such suit, action or proceeding. The Parties agree that any judgment obtained by any Party or its successors or assigns in any action, suit or proceeding referred to above may, in the discretion of such Party (or its successors or assigns), be enforced in any jurisdiction, to the extent permitted by applicable law. The Parties agree that the remedy at law for any breach of this Agreement may be inadequate and that should any dispute arise concerning any matter hereunder, this Agreement shall be enforceable in a court of equity by an injunction or a decree of specific performance. Such remedies shall, however, be cumulative and nonexclusive, and shall be in addition to any other remedies which the Parties may have. Each Party hereby waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any litigation as between the Parties directly or indirectly arising out of, under or in connection with this Agreement or the transactions contemplated hereby or disputes relating hereto. Each Party (i) certifies that no representative, agent or attorney of any other Party has represented, expressly or otherwise, that such other Party would not, in the event of litigation, seek to enforce the foregoing waiver and (ii) acknowledges that it and the other Parties have been induced to enter into this Agreement by, among other things, the mutual waivers and certifications in this Section 10.08.

Section 10.09 Remedies to Prevailing Party. If any action at law or equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

Section 10.10 Severability. If any provision of this Agreement or the application thereof to any Person or any circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

Section 10.11 Amendment or Modification. This Agreement may be amended or modified from time to time only by the written agreement of all the Parties.

Section 10.12 Integration. This Agreement and the exhibit referenced herein supersede all previous understandings or agreements (including the Original Agreement) among the Parties, whether oral or written, with respect to its subject matter. This Agreement and such exhibit contain the entire understanding of the Parties with respect to its subject matter. In the case of any actual conflict or inconsistency between the terms of this Agreement and the agreement of limited partnership of MLP, the terms of the agreement of limited partnership of MLP shall control. No understanding, representation, promise or agreement, whether oral or written, is intended to be or will 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 10.13 Further Assurances. In connection with this Agreement and the transactions contemplated hereby, each Party shall execute and deliver any additional documents and instruments and perform any additional acts that may be reasonably necessary or appropriate to effectuate and perform the provisions of this Agreement and those transactions.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

This Agreement has been duly executed by the Parties as of the date first written above.

CVR PARTNERS, LP

By: CVR GP, LLC
its General Partner

By: /s/ John J. Lipinski
Name: John J. Lipinski
Title: Chief Executive Officer and President

CVR GP, LLC

By: /s/ Edward Morgan
Name: Edward A. Morgan
Title: Chief Financial Officer and Treasurer

CVR ENERGY, INC.

By: /s/ Stanley A. Riemann
Name: Stanley A. Riemann
Title: Chief Operating Officer

Exhibit 1

The Services shall include the following:

- services in capacities equivalent to the capacities of corporate executive officers, except that the persons serving in such capacities shall serve in such capacities as Shared Personnel on a shared, part-time basis only, unless and to the extent otherwise agreed by CVR;
- safety and environmental advice;
- administrative and professional services, including legal, accounting, human resources, insurance, tax, credit, finance, government affairs, and regulatory affairs;
- manage the Services Recipients' day-to-day business and operations, including managing its liquidity and capital resources and compliance with applicable law;
- establishing and maintaining books and records of the Services Recipients in accordance with customary practice and GAAP;
- recommend to the Services Recipients' Board of Directors (x) capital raising activities, including the issuance of debt or equity securities of the Services Recipients, the entry into credit facilities or other credit arrangements, structured financings or other capital market transactions, (y) changes or other modifications in the capital structure of the Services Recipients, including repurchases;
- recommend to the Services Recipients' Board of Directors the engagement of or, if approval is not otherwise required hereunder, engage agents, consultants or other third party service providers to the Services Recipients, including accountants, lawyers or experts, in each case, as may be necessary by the Services Recipients from time to time;
- manage the Services Recipients' property and assets in the ordinary course of business;
- manage or oversee litigation, administrative or regulatory proceedings, investigations or any other reviews of the Services Recipients' business or operations that may arise in the ordinary course of business or otherwise, subject to the approval of the Services Recipients' Board of Directors to the extent necessary in connection with the settlement, compromise, consent to the entry of an order or judgment or other agreement resolving any of the foregoing;
- establish and maintain appropriate insurance policies with respect to the Services Recipients' business and operations;

- recommend to the Services Recipients' Board of Directors the payment of dividends or other distributions on the equity interests of the Services Recipients;
- attend to the timely calculation and payment of taxes payable, and the filing of all taxes return due, by the Services Recipients; and
- manage or provide advice or recommendations for other projects of the Services Recipients, as may be agreed to between GP and CVR from time to time.

AMENDED AND RESTATED
FEEDSTOCK AND SHARED SERVICES AGREEMENT

THIS AMENDED AND RESTATED FEEDSTOCK AND SHARED SERVICES AGREEMENT is entered into and effective as of the 13th day of April, 2011, by and between Coffeyville Resources Refining & Marketing, LLC, a Delaware limited liability company ("***Refinery Company***"), and Coffeyville Resources Nitrogen Fertilizers, LLC, a Delaware limited liability company ("***Fertilizer Company***").

RECITALS

Refinery Company owns and operates the petroleum refinery located at Coffeyville, Kansas, which refinery is shown on Exhibit A hereto (including any additions or other modifications made thereto from time to time, the "***Refinery***").

Fertilizer Company owns and operates the nitrogen fertilizer complex located adjacent to the Refinery consisting of the Gasification Unit, the UAN Plant, the Ammonia Synthesis Loop, the Utility Facilities, storage and loading facilities, the Fertilizer Plant Water Clarifier and river access, the Grounds and related connecting pipes and improvements, which fertilizer manufacturing complex is connected to and associated with the Linde Facility and the Offsite Sulfur Recovery Unit, all of which are shown on Exhibit A hereto (including any additions or other modifications made thereto from time to time, and which are collectively referred to herein as the "***Fertilizer Plant***").

Refinery Company requires access to certain property and structures located on the Fertilizer Plant site to conduct its business, and Fertilizer Company requires access to certain structures and property located on the Refinery site to conduct its business.

Fertilizer Company and Refinery Company entered into the Feedstock and Shared Services Agreement dated as of October 25, 2007, as amended July 24, 2009 (as amended, the "***Original Agreement***"), pursuant to which the parties agreed to provide each other with certain Feedstocks and Services for use in their respective production processes and certain other related matters. The Parties desire to amend and restate the terms of the Original Agreement upon the terms and subject to the conditions set forth in this Agreement.

In consideration of the premises and the mutual agreements, representations and warranties herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE 1

DEFINITIONS

The following terms shall have the meanings set forth below, unless the context otherwise dictates, both for purposes of this Agreement and all Exhibits hereto:

"***Agreement***" means this Amended and Restated Feedstock and Shared Services Agreement and the Exhibits hereto, all as the same may be amended, modified or supplemented from time to time.

"***Ammonia Price***" means the price for anhydrous ammonia determined for a particular month as follows: The price per short ton of anhydrous ammonia shall be the average of (i) the average of the price range published in each weekly issue of "Green Markets" under the heading of "Ammonia" for "Southern Plains" averaged over such weekly issues published in the applicable calendar month, and (ii) the average of the price range published in each weekly issue of "Fertilizer Week America" under the heading of "Ammonia" for FOB Southern Plains" averaged over such weekly issues published in the applicable calendar month. In the event that either of the aforesaid publications ceases to be published, then the price per short ton of anhydrous ammonia shall be determined by reference to the publication that does not cease publication, using the average price range as provided for above. In the event that both of the aforesaid publications cease to be published, then the price per short ton of anhydrous ammonia shall be determined by reference to such generally accepted industry publication as Fertilizer Company may designate with the consent of the Refinery Company, which consent shall not be unreasonably withheld or delayed.

"***Ammonia Synthesis Loop***" means that ammonia synthesis loop within the Fertilizer Plant shown on Exhibit A hereto, including any additions or other modifications made thereto from time to time.

"***Coke***" has the meaning given such term in the Coke Supply Agreement.

"***Coke Supply Agreement***" means the Coke Supply Agreement between the Parties dated as of October 25, 2007, as amended, restated, modified or replaced from time to time.

"***cscf***" means one hundred scf.

"***Dispute***" has the meaning given such term in Article 5.

"***Easement Agreement***" means that Cross-Easement Agreement between the Parties dated as of October 25, 2007, as amended, restated, modified or replaced from time to time, under which the Fertilizer Company and the Refinery Company grant each other certain rights to enter upon and use the real property of the other Party for the purposes described therein.

"***Effective Date***" means the date first above written.

"***Feedstock***" means the materials and streams described in Exhibit B, all within the tolerances and to the specifications therein contained, that are provided by or on behalf of Refinery Company to Fertilizer Company, or by or on behalf of Fertilizer Company to Refinery Company, as the case may be and as otherwise may be agreed by the Parties.

"***Feedstock Delivery Points***" means the points at which the Feedstock is transferred from Fertilizer Company to Refinery Company, or from Refinery Company to Fertilizer Company, as the case may be and as shown on Plot Plan A and Drawing D11-0913B constituting a part of Exhibit A.

"***Fertilizer Plant***" has the meaning given such term in the Recitals.

"***Fertilizer Company***" has the meaning given such term in the introductory paragraph.

"***Fertilizer Company Representative***" means the plant manager of the Fertilizer Plant or such other person as is designated in writing by Fertilizer Company.

"***Fertilizer Plant Water Clarifier***" means the Fertilizer Company's water clarifier and associated equipment as shown on Plot Plan A constituting a part of Exhibit A.

"***Fire Water***" means the water and related systems to provide water for use in fire emergencies and the like, as such Fire Water is described in Exhibit B, all within the tolerances and in compliance with the specifications therein.

"***Force Majeure***" means war (whether declared or undeclared); fire, flood, lightning, earthquake, storm, tornado, or any other act of God; strikes, lockouts or other labor difficulties; unplanned plant outages; civil disturbances, riot, sabotage, terrorist act, accident, any official order or directive, including with respect to condemnation, or industry-wide requirement by any governmental authority or instrumentality thereof, which, in the reasonable judgment of the Party affected, interferes with such Party's performance under this Agreement; any inability to secure necessary materials and/or services to perform under this Agreement, including, but not limited to, inability to secure materials and/or services by reason of allocations promulgated by governmental agencies; or any other contingency beyond the reasonable control of the affected Party, which interferes with such Party's performance under this Agreement.

"***Gasification Unit***" means that gasification unit shown on Plot Plan A constituting a part of Exhibit A hereto, including any additions or other modifications made thereto from time to time.

"***Grounds***" means the realty on which the Fertilizer Plant is situated, which Grounds are shown on Plot Plan A constituting a part of Exhibit A.

"***High Pressure Steam***" means steam described in Exhibit B under the heading "High Pressure Steam," all within the tolerances and in compliance with the specifications therein contained.

"***Hydrogen***" means hydrogen in its gaseous form, as described in Exhibit B hereto, all within the tolerances and in compliance with the specifications therein contained.

"***Instrument Air***" means air produced by mechanical compression as described in Exhibit B, all within the tolerances and in compliance with the specifications therein contained.

"***Laws***" means all applicable laws, regulations, permits, orders and decrees, including, without limitation, laws, regulations, permits, orders and decrees respecting health, safety and the environment.

"***Lease Agreement***" means the Lease Agreement between the Parties dated as of October 25, 2007, as amended, restated, modified or replaced from time to time, relating to the lease of certain Refinery Company premises to Fertilizer Company.

"***Linde***" means Linde, Inc., a Delaware corporation.

"***Linde Agreement***" means that certain Amended and Restated On-Site Project Supply Agreement between Fertilizer Company and Linde (as successor in interest to The BOC Group, Inc.), dated as of June 1, 2005, as amended.

"***Linde Facility***" means the plant for the production of certain products and argon, including metering and related facilities, together with an inter-connected liquid nitrogen product storage vessel and vaporization equipment, as shown on Exhibit A hereto, all connected to the pipelines owned by Linde, including any additions or other modifications made thereto from time to time.

"***mlbs***" means one thousand pounds.

"***MMBtu***" means one million British thermal units.

"***mmscf***" means one million scf.

"***mscf***" means one thousand scf.

"***Nitrogen***" means nitrogen in its gaseous form, as described in Exhibit B hereto, all within the tolerances and in compliance with the specifications therein contained.

"***Offsite Sulfur Recovery Unit***" means that sulfur processing facility owned and operated by TKI pursuant to the TKI Phase II Agreement, which Offsite Sulfur Recovery Unit is shown on Plot Plan A constituting a part of Exhibit A hereto, including any additions or other modifications made thereto from time to time.

"***Owner***" means Fertilizer Company or Refinery Company, as the context requires.

"***Oxygen***" means oxygen in its gaseous form, as described in Exhibit B hereto, all within the tolerances and in compliance with the specifications therein contained.

"***Party***" and "***Parties***" means the parties to this Agreement.

"***Person***" means and includes natural persons, corporations, limited partners, general partnerships, limited liability companies, limited liability partnerships, joint stock companies, joint ventures, associations, companies, trusts, banks, trust companies, land trusts, business trusts or other organizations, whether or not legal entities.

"***PPM***" means parts per million.

"***Prime Rate***" means the prime interest rate as published from time to time in The Wall Street Journal as the base lending rate on corporate loans posted by at least seventy-five percent (75%) of the thirty (30) largest United States banks.

"***psi***" means pounds per square inch.

"***psig***" means pounds per square inch gauge.

"***Raw Water and Facilities Sharing Agreement***" means the Raw Water and Facilities Sharing Agreement between the Parties dated as of October 25, 2007, as amended, restated, modified or replaced from time to time.

"***Refinery***" has the meaning given such term in the Recitals hereto.

"***Refinery Company***" has the meaning given such term in the introductory paragraph.

"***Refinery Water Clarifier***" means the Refinery Company's water clarifier and associated equipment.

"***Refinery Company Representative***" means the plant manager of the Refinery Company or such other person as is designated in writing by Refinery Company.

"***scf***" means standard cubic feet at 60°F and at atmospheric pressure equal to 29.92 inches of mercury absolute, measured by standard sharp edge orifice plate and differential pressure transmitters located at the Fertilizer Plant. The measured flow shall be pressure and temperature compensated and totalized by the Fertilizer Plant's Honeywell process control computer (TDC 3000) or any replacement computer. All transmitter signals and computer calculations are available to the Refinery through the existing communications bus for verification. Calibration of the transmitters shall be done at least annually and may be done more frequently at Refinery Company's request.

"***Security Contract***" means any agreement for security services to which Refinery Company is a party pursuant to which security services are provided on the Refinery premises and environs and on the Fertilizer Plant premises and environs.

"***Services***" means the services described as such on Exhibit B.

"***Sour Water***" means the process stream described on Exhibit B that meets the tolerances and specifications therein contained.

"***ST***" means short tons.

"***STPD***" means short tons per day.

"***Tail Gas***" means tail gas described in Exhibit B under the heading "Tail Gas," all within the tolerances and in compliance with the specifications therein contained.

"***TKI***" means Tessenderlo Kerley, Inc.

"***TKI General Plant and Labor Costs***" means (i) the costs incurred and appropriately billed to Refinery Company pursuant to the TKI Phase I Agreement and (ii) the costs incurred and appropriately billed to Fertilizer Company pursuant to the TKI Phase II Agreement.

"***TKI Phase I Agreement***" means the Amended and Restated Phase I Sulfur Processing Agreement, dated June 28, 2009, between Refinery Company and TKI, as amended from time to time.

"***TKI Phase I Unit***" means the sulfur processing facility owned and operated by TKI pursuant to the TKI Phase I Agreement.

"***TKI Phase II Agreement***" means the Amended and Restated Phase II Sulfur Processing Agreement, dated June 28, 2009, between Fertilizer Company and TKI, , as amended from time to time.

"***Transfer***" means the sale, exchange, gift or other assignment of rights or interests, whether by specific assignment, merger, consolidation, entity conversion or other disposition, but not including any bona fide pledge or assignment for collateral purpose in connection with any financing.

"***UAN Plant***" means the urea ammonium nitrate plant shown on Exhibit A hereto, including any additions or other modifications made thereto from time to time.

"***UAN Price***" means the price for 32% urea ammonium nitrate determined for a particular month as follows: The price per short ton of 32% urea ammonium nitrate shall be the average of (i) the average of the price range published in each weekly issue of "Green Markets" under the heading of "UAN" for "Mid Cornbelt" averaged over such weekly issues published in the applicable calendar month and then multiplied by thirty-two (32), and (ii) the average of the price range published in each weekly issue of "Fertilizer Week America" under the heading of "UAN" for "FOB Midwest" averaged over such weekly issues published in the applicable calendar month. In the event that either of the aforesaid publications ceases to be published, then the price per short ton of 32% urea ammonium nitrate shall be determined by reference to the publication that does not cease publication, using the average price range as provided for above. In the event that both of the aforesaid publications cease to be published, then the price per short ton of 32% urea ammonium nitrate shall be determined by reference to such generally accepted industry publication as Fertilizer Company may designate with the consent of the Refinery Company, which consent shall not be unreasonably withheld or delayed.

"***Utility Facilities***" mean the utility facilities shown on Exhibit A hereto, including any additions or other modifications made thereto from time to time.

ARTICLE 2

FEEDSTOCK AND SHARED SERVICES

Section 2.1 Steam.

2.1.1 Refinery Steam Obligations

(a) Start-up Steam. Refinery Company shall, upon reasonable request by the Fertilizer Company, make available to Fertilizer Company High Pressure Steam at a cost to Fertilizer Company as designated on Exhibit B hereto, at sufficient pressure and in sufficient amounts, to allow Fertilizer Company to commence and recommence operation of the Fertilizer Plant from time to time at Fertilizer Company's request. The parties anticipate that commencement and/or recommencement of Fertilizer Plant operations will require approximately 75,000 pounds per hour of High Pressure Steam. For purposes of this Subsection 2.1.1(a), such High Pressure Steam shall be referred to as "***Start-Up Steam.***" Refinery Company shall use commercially reasonable efforts to make available Start-Up Steam when requested by Fertilizer Company; provided that Refinery Company shall not be obligated to make available Start-Up Steam hereunder if doing so would have a material adverse effect on Refinery operations. Fertilizer Company shall provide reasonable notice to Refinery Company of the approximate time and date of each of its requirements for Start-Up Steam.

(b) Linde Steam. Refinery Company shall make commercially reasonable efforts as its operations permit, at a cost to Fertilizer Company as set forth in Exhibit B, to make available High Pressure Steam produced at the Refinery to the Fertilizer Company, solely for use at the Linde Facility. Fertilizer Company shall provide reasonable notice to Refinery Company of the approximate time and date of each of its requirements for High Pressure Steam under this subsection 2.1.1(b); provided that Refinery Company shall not be obligated to make available High Pressure Steam hereunder if doing so would have a material adverse effect on Refinery operations.

2.1.2 Fertilizer Plant Steam Obligations

Fertilizer Company shall make available at a cost to Refinery Company as set forth in Exhibit B, solely for use at the Refinery, any High Pressure Steam produced by the Fertilizer Plant that is not required for the operation of the Fertilizer Plant, following reasonable notice from Refinery Company requesting such steam.

2.1.3 Mutual Steam Obligations

(a) Low Pressure Steam. Refinery Company and Fertilizer Company may supply each other any steam (other than High Pressure Steam) produced by either of their respective operations, which is not required by such operation and is required for the other Party's operation, at no cost; provided, however, there shall be no obligation by either Party to supply any such steam and the Party requiring such steam shall give reasonable notice to the other Party of any request.

(b) Steam Condensate. Refinery Company shall retain all steam condensate for steam delivered to Refinery Company hereunder and Fertilizer Company shall retain all steam condensate for all steam delivered to Fertilizer Company hereunder.

Section 2.2 Nitrogen. Fertilizer Company shall make available to Refinery Company, solely for use at the Refinery, any Nitrogen produced by the Linde Facility and available to Fertilizer Company that is not required, as determined in a commercially reasonable manner by the Fertilizer Company based on its then current or anticipated operational requirements, for the

operation of the Fertilizer Plant, following reasonable notice from Refinery Company requesting such Nitrogen, at a cost to Refinery Company as designated on Exhibit B hereto.

Section 2.3 Instrument Air.

(a) Fertilizer Company shall make available for purchase by Refinery Company, for use solely at the Refinery, Instrument Air at a flow rate of not less than 3mscf/minute to the extent produced by the Linde Facility and available to Fertilizer Company and not required, as determined in a commercially reasonable manner by the Fertilizer Company based on its then current or anticipated operational requirements, for the operation of the Fertilizer Plant, at a cost to Refinery Company as designated on Exhibit B hereto and following reasonable request and notice from Refinery Company.

(b) Refinery Company shall make available for purchase by Fertilizer Company for use solely at the Fertilizer Plant, Instrument Air to the extent that Instrument Air is not available from the Linde Facility and is available from Refinery Company and not required, as determined in a commercially reasonable manner by the Refinery Company based on its then current or anticipated operational requirements, for the operation of the Refinery, at a flow rate of not less than 3 mscf/minute and at a cost to Fertilizer Company as designated on Exhibit B and following reasonable request and notice from the Fertilizer Company.

(c) Either Fertilizer Company or Refinery Company may terminate its obligation to make Instrument Air available for purchase by the other party hereunder upon not less than twelve (12) months prior written notice to the other party.

Section 2.4 Oxygen Supply to Refinery. Fertilizer Company shall provide to Refinery Company, solely for use at the Refinery, any Oxygen produced by the Linde Facility and made available to Fertilizer Company, as determined in a commercially reasonable manner by the Fertilizer Company not to exceed 29.8 STPD, based on its then current or anticipated operational requirements for the operation of the Fertilizer Plant, which Oxygen is not required for the operation of the Fertilizer Plant, following reasonable notice from Refinery Company requesting such Oxygen, at a cost to Refinery Company as designated on Exhibit B hereto.

Section 2.5 Coke Supply to Fertilizer Plant. The terms and conditions governing Refinery Company’s sales of Coke to Fertilizer Company shall be set forth in the Coke Supply Agreement.

Section 2.6 Sulfur; TKI Agreements.

(a) TKI Phase II Agreement. Refinery Company shall provide to TKI the utilities described in Section 2.6 of the TKI Phase II Agreement. Fertilizer Company shall reimburse Refinery Company for such utilities provided. Without limiting the foregoing, Fertilizer Company shall reimburse Refinery Company for electricity used by the Offsite Sulfur Recovery Unit as determined by the estimated electrical load of the Offsite Sulfur Recovery Unit, which estimated electrical load is 1,051 kilowatts. The number of kilowatts provided for in the immediately preceding sentence will be multiplied by the average rate per kilowatt hour that the Refinery Company pays for electricity times the hours the Offsite Sulfur Recovery Unit is in operation in the calendar month for which such electricity reimbursement is being calculated.

Refinery Company shall send a monthly invoice for such electricity cost as calculated in this Subsection along with Fertilizer Company's allocated share (as such allocation is reasonably agreed to by the Parties) of such other utilities provided by Refinery Company to TKI as required by the TKI Phase II Agreement. Fertilizer Company shall pay each such invoice within 15 days after receipt. Refinery Company shall receive, at no cost to either Owner, all return utility streams consisting primarily of low pressure steam (but excluding sulfur from the Offsite Sulfur Recovery Unit) and steam condensate under the TKI Phase II Agreement. Fertilizer Company shall not amend or terminate the TKI Phase II Agreement without the prior written consent of Refinery Company, which consent shall not be unreasonably withheld or delayed. Refinery Company shall not amend or terminate the TKI Phase I Agreement without the prior written consent of Fertilizer Company, which consent shall not be unreasonably withheld or delayed.

(b) Cost Sharing. The TKI General Plant and Labor Costs shall be shared equally by the Parties; provided, however, that in those instances where a particular cost can be reasonably determined to be associated with a particular Party, such Party shall bear such cost.

(c) Sulfur to Block. If at any time the pricing mechanisms for sulfur contained in Section 8.1 of the TKI Phase II Agreement do not accurately reflect then current sulfur market conditions, resulting in Fertilizer Company retaining sulfur in lieu of selling such excess sulfur to TKI, then Refinery Company agrees to remove and take title to such sulfur in exchange for a fee payable by Fertilizer Company to Refinery Company of $11.50 per long ton, with such fee representing the costs incurred by Refinery Company to transport and store sulfur to block. The foregoing fee may be adjusted from time to time by mutual agreement of the parties to take into account charges assessed by third parties for loading sulfur into equipment owned or controlled by Refinery Company, or other potential increases or decreases in charges.

Section 2.7 Water.

(a) Raw Water. The allocation of raw water rights and obligations between the Fertilizer Company and the Refinery Company is provided in the Raw Water and Facilities Sharing Agreement.

(b) Sour Water. Refinery Company shall receive and process, at no cost to Fertilizer Company, all of the Sour Water produced at the Fertilizer Plant which does not exceed the volume parameters set forth on Exhibit B hereto.

(c) Refinery Supply of Fire Water. Refinery Company shall, at no cost or expense to Fertilizer Company, use reasonable efforts to keep and maintain its Fire Water systems, tanks, water inventory and equipment in such condition, repair and state of readiness so as to allow uninterrupted service to Fertilizer Company for use at the Fertilizer Plant and shall grant Fertilizer Company access to the Fire Water system for use of such system in conjunction with the Fire Water system of the Fertilizer Plant, for use in connection with Fertilizer Company's street sweeper and for use in washing down the Fertilizer Plant coke pad. The Refinery's Fire Water system and the points of access by Fertilizer Company to the Fire Water system are shown on Plot Plan A which constitutes part of Exhibit A hereto. Notwithstanding the foregoing, Fertilizer Company acknowledges and agrees that Refinery Company shall not be liable for any damages incurred resulting from its failure or inability to provide Fire Water hereunder. If the

Refinery Company should cease operations of the Refinery (including the Refinery Fire Water system), Refinery Company shall provide advance notice of such cessation of operations to Fertilizer Company and Fertilizer Company may, upon notice to Refinery Company, operate such Refinery Fire Water System, at the cost and expense of the Fertilizer Company and for the benefit of the Fertilizer Company for a period of up to two years.

Section 2.8 Security. Fertilizer Company agrees to pay its pro rata share (determined as provided in Exhibit B) of security services provided under the Security Contract upon receipt of an invoice from Refinery Company for such pro rata share, as provided in Exhibit B. Refinery Company and Fertilizer Company shall also cooperate in developing and administering a mutual security plan. Refinery Company may, upon six (6) months prior written notice to Fertilizer Company, require Fertilizer Company to enter into a separate agreement for security services and adopt and administer a security plan covering solely its premises. Fertilizer Company may, upon six (6) months prior written notice to Refinery Company, terminate taking security services from Refinery Company, whereupon at the end of such six (6) month period, Fertilizer Company may cease paying Refinery Company for such security services and will adopt and administer its own security plan. Fertilizer Company acknowledges and agrees that Refinery Company shall not be liable to Fertilizer Company for any damages, losses or other liability arising, directly or indirectly, out of the services performed by any service provider engaged by Refinery Company to perform security services, or arising, directly or indirectly, out of any mutual security plan.

Section 2.9 Hydrogen Supply.

(a) During the term of this Agreement:

(i) Fertilizer Company agrees to provide to Refinery Company, upon reasonable request, up to 30 mmscfd of Hydrogen (the "***Initial Requirement***") during any ten (10) consecutive day period (an "***Initial Requirement Period***"), provided that:

(A) Fertilizer Company will not be obligated to provide any Hydrogen to Refinery Company unless such Hydrogen is not required, as determined in a commercially reasonable manner by the Fertilizer Company based on its then current or anticipated operational requirements, for the operation of the Fertilizer Plant and the board of directors of the general partner of CVR Partners, LP (the sole member of Fertilizer Company), determines in its sole discretion that such sale of Hydrogen would not adversely affect the classification of CVR Partners, LP as a partnership for federal income tax purposes;

(B) If Fertilizer Company provides any Initial Requirement to Refinery Company during an Initial Requirement Period, then Fertilizer Company shall have no obligation to provide any further Initial Requirement to Refinery Company for a period (the "***Replenishment Period***") of thirty (30) days following the last day of the most recent Initial Requirement Period during which any Initial Requirement was provided; and

(C) Refinery Company shall pay to Fertilizer Company the applicable price set forth on Exhibit B.

(ii) To the extent that Fertilizer Company has for any Initial Requirement Period provided to Refinery Company all of the Initial Requirement that Fertilizer is required to provide pursuant to Section 2.9(a)(i), then, in addition to such Initial Requirement, Fertilizer Company agrees to provide, upon reasonable request, to Refinery Company during such Initial Requirement Period and related Replenishment Period up to an additional 30 mmscfd of Hydrogen (the "***Additional Requirement***"), provided that:

(A) Fertilizer Company will not be obligated to provide any Hydrogen to Refinery Company unless such Hydrogen is not required, as determined in a commercially reasonable manner by the Fertilizer Company based on its then current or anticipated operational requirements, for the operation of the Fertilizer Plant and the board of directors of the general partner of CVR Partners, LP (the sole member of Fertilizer Company), determines in its sole discretion that such sale of Hydrogen would not adversely affect the classification of CVR Partners, LP as a partnership for federal income tax purposes; and

(B) Refinery Company compensates Fertilizer Company at the Additional Requirement Price as provided in Exhibit B.

(b) To the extent available to Refinery Company and not required, as determined in a commercially reasonable manner by the Refinery Company based on its then current or anticipated operational requirements, for the operation of the Refinery, Refinery Company agrees to provide Fertilizer Company with Hydrogen at the price set forth on Exhibit B.

(c) Notwithstanding the provisions of subsections (a) — (b) above, sales of Hydrogen by Fertilizer Company to Refinery Company and by Refinery Company to Fertilizer Company will be netted against each other on a monthly basis. To the extent a party sells more Hydrogen to the other party than purchased from such party in any given month, then such party will be paid for such Hydrogen pursuant to the prices set forth on Exhibit B.

(d) Notwithstanding the provisions of subsections (a) — (c) above, Refinery Company and Fertilizer Company may purchase Hydrogen from the other party upon such terms and conditions as the parties mutually agree upon in writing from time to time with respect to any single purchase, any series of purchases, or otherwise.

Section 2.10 Natural Gas. Refinery Company is a party to a "Sales and Transportation Service Agreement" dated August 27, 1992 with United Cities Gas Company (now Atmos Energy), and the City of Coffeyville ("***Gas Contract***") pursuant to which natural gas is transported to the Refinery and the Fertilizer Plant. Refinery Company will nominate and purchase natural gas transportation and natural gas supplies for the Fertilizer Company and Fertilizer Company agrees to coordinate with Refinery Company with respect to such nominations and to provide Refinery Company timely information regarding Fertilizer Company's requirements for natural gas transportation and natural gas supplies. Refinery Company shall provide Fertilizer Company with an invoice for natural gas supply and

transportation services received by Fertilizer Company promptly following Refinery Company's receipt of invoices from Atmos Energy (or Refinery Company's then-current natural gas transportation provider(s)), any relevant interstate natural gas pipeline and the then current natural gas supplier(s).

At the request of either Fertilizer Company or Refinery Company, the Parties agree to use their commercially reasonable efforts to (i) add Fertilizer Company as a party to the Gas Contract or to reach some other mutually acceptable accommodation with Atmos (including, but not limited to separate natural gas transportation agreements) whereby both Refinery Company and Fertilizer Company would each be able to receive, on an individual basis, natural gas transportation service from Atmos on similar terms and conditions as are currently set forth in the Gas Contract; and (ii) separate natural gas purchasing so that the Refinery Company and Fertilizer Company would each purchase for their own account the natural gas supplies to be delivered to the Refinery and Fertilizer Plant respectively.

Section 2.11 Railroad Tracks. Refinery Company and Fertilizer Company currently share rail services on railroad tracks that traverse the Refinery premises in part and the Fertilizer Plant premises in part, some of which railroad tracks are owned by Union Pacific and operated by South Kansas & Oklahoma Railroad, Inc., or their successors ("***Main Tracks***"), some of which railroad tracks are owned and operated by Refinery Company ("***Refinery Tracks***"), and some of which railroad tracks are owned and operated by Fertilizer Company ("***Fertilizer Tracks***"). The Parties agree to coordinate and cooperate to ensure that each Party has access to the Main Tracks, the Refinery Tracks, and the Fertilizer Tracks for the receipt of Feedstocks and delivery out of products, and to pay a mutually agreed prorated share of the costs and expense of maintaining such railroad tracks based upon an approximation of actual use. Each Party shall use its best commercially reasonable efforts to move railroad cars from the Main Tracks to the Refinery Tracks or the Fertilizer Tracks as soon as possible following arrival of such railroad cars. Each Party shall utilize such Party's own railroad sidings for the loading and unloading of any products or other items by such Party. Railroad track sharing between the Parties shall also be subject to and in accordance with the railroad trackage easements provided for in the Easement Agreement.

Section 2.12 South Administration Building, Laboratory Building, and Oil Storage Building Use and Occupancy. The Refinery Company will allow the Fertilizer Company to occupy a portion of the buildings known on the date hereof as the "South Administration Building," the "Laboratory Building," and the Oil Storage Building for, without limitation, purposes of office space, maintenance space, storage and laboratory space therein, as more specifically provided in the Lease Agreement.

Section 2.13 Tank Capacity. To the extent available, Refinery Company and Fertilizer Company agree to provide the other party with finished product tank capacity from time to time. The terms under which such tank capacity will be provided, including the fee, term and tank designation will be mutually agreed upon by the parties.

Section 2.14 Tail Gas. Fertilizer Company will make available to Refinery Company, solely for use at the Refinery, Tail Gas at a cost to Refinery Company as designated on Exhibit B hereto.

ARTICLE 3

TERM

Section 3.1 Term. This Agreement shall be for an initial term of twenty (20) years. The term of this Agreement shall be automatically extended following the initial term for additional successive five (5) year renewal periods, unless either party gives notice to the other party, not less than three (3) years prior to the date that any such renewal period would commence, that such party does not desire to extend and renew the term of this Agreement, in which event this Agreement shall terminate upon the expiration of the term in which the notice of nonrenewal is given.

Section 3.2 Termination. Notwithstanding Section 3.1, this Agreement may be terminated by mutual agreement of the Parties. This Agreement may also be terminated as follows:

(a) This Agreement may be terminated by one Party (the "***Terminating Party***") upon notice to the other Party (the "***Breaching Party***"), following the occurrence of an Event of Breach with respect to the Breaching Party. For purposes hereof, an "Event of Breach" shall occur when both of the following exist: (i) a breach of this Agreement by the Breaching Party has not been cured by such Breaching Party within thirty (30) days after receipt of written notice thereof from the Terminating Party or, in the case of a breach that is not reasonably feasible to effect a cure within said 30-day period, within ninety (90) days after such receipt provided that the Breaching Party diligently prosecutes the cure of such breach; and (ii) the breach materially and adversely affects the ability of the Terminating Party to operate its Refinery or its Fertilizer Plant, as the case may be.

(b) This Agreement may be terminated by the Refinery Company effective as of the permanent termination of substantially all of the operations at the Refinery (with no intent by Refinery Company or its successor to recommence operations at the Refinery); provided, however, that notice of such permanent termination of operations shall be provided by the Refinery Company to Fertilizer Company at least twelve (12) months prior to such permanent termination.

(c) This Agreement may be terminated by the Fertilizer Company effective as of the permanent termination of substantially all of the fertilizer production operations at the Fertilizer Plant (with no intent by Fertilizer Company or its successor to recommence operations at the Fertilizer Plant); provided, however, that notice of such permanent termination of operations shall be provided by the Fertilizer Company to Refinery Company at least twelve (12) months prior to such permanent termination.

(d) This Agreement may be terminated by one Party upon notice to the other Party following (i) the appointment of a receiver for such other Party or any part of its property, (ii) a general assignment by such other Party for the benefit of creditors of such other Party, or (iii) the commencement of a proceeding under any bankruptcy, insolvency, reorganization, arrangement or other law relating to the relief of debtors by or against such other Party; provided, however, that if any such appointment or proceeding is initiated without the consent or application of such

other Party, such appointment or proceeding shall not constitute a termination event under this Agreement until the same shall have remained in effect for sixty (60) days.

Section 3.3 Effects of Expiration or Termination. Refinery Company and Fertilizer Company agree that upon and after expiration or termination of this Agreement:

(a) Each Party will remain obligated to make any payment due to the other Party hereunder for any Feedstock or Service delivered to or purchased by such Party prior to termination.

(b) Liabilities of any Party arising from any act, breach or occurrence prior to termination will remain with such Party.

(c) The Parties' rights and obligations under Sections 10.1 and 10.6 and ARTICLES 5, 6, 7, 8, 9, 11, 12 and 15 and the second paragraph of Section 2.10 will survive the expiration or termination of this Agreement.

ARTICLE 4

PAYMENT

Section 4.1 Payment. Any amount payable hereunder shall be represented by an invoice therefor provided by the Party to receive said payment to the other Party. All such invoices shall be submitted weekly (or on such other periodic basis as the Parties may agree to in writing from time to time with respect to any particular Feedstock or Service) and set forth sufficient detail to reflect the determination of the amount payable hereunder. Unless otherwise indicated, all such invoices will be due net fifteen (15) days. The Parties shall make payment in full of the amount due under each invoice in strict compliance with the payment terms as set forth in this Agreement without any deduction for any discount or credits, contra or setoffs of any kind or amount whatsoever unless expressly authorized in writing by each Party prior to the payment date relating to such invoice(s), and except that each Party shall be entitled to offset, against any amount payable by such Party to the other Party for Feedstocks or Services hereunder or for Coke under the Coke Supply Agreement, any amounts payable from such other Party for Feedstocks or Services hereunder.

Section 4.2 Delinquencies. To the extent any amount payable under this Agreement is not paid when due, then in addition to the amount payable and in addition to all other available rights and remedies, the applicable Party also shall be obligated to pay interest on such amount payable from and after the due date for such payment until such payment is made at a rate of interest per annum equal to three percent (3%) above the Prime Rate (the "***Late Payment Rate***").

ARTICLE 5

DISPUTES

Section 5.1 Resolution of Disputes. The Parties shall in good faith attempt to resolve promptly and amicably any dispute between the Parties arising out of or relating to this Agreement (each a "***Dispute***") pursuant to this Article 5. The Parties shall first submit the

Dispute to the Fertilizer Company Representative and the Refinery Company Representative, who shall then meet within fifteen (15) days to resolve the Dispute. If the Dispute has not been resolved within forty-five (45) days after the submission of the Dispute to the Fertilizer Company Representative and the Refinery Company Representative, the Dispute shall be submitted to a mutually agreed non-binding mediation. The costs and expenses of the mediator shall be borne equally by the Parties, and the Parties shall pay their own respective attorneys' fees and other costs. If the Dispute is not resolved by mediation within ninety (90) days after the Dispute is first submitted to the Refinery Company Representative and the Fertilizer Company Representative as provided above, then the Parties may exercise all available remedies.

Section 5.2 Multi-Party Disputes. The Parties acknowledge that they or their respective affiliates contemplate entering or have entered into various additional agreements with third parties that relate to the subject matter of this Agreement and that, as a consequence, Disputes may arise hereunder that involve such third parties (each a "***Multi-Party Dispute***"). Accordingly, the Parties agree, with the consent of such third parties, that any such Multi-Party Dispute, to the extent feasible, shall be resolved by and among all the interested parties consistent with the provisions of this Article 5.

ARTICLE 6

INDEMNIFICATION

Section 6.1 Indemnification Obligations. Each of the Parties (each, an ***"Indemnitor"***) shall indemnify, defend and hold the other Party and its respective officers, directors, members, managers and employees (each, an ***"Indemnitee"***) harmless from and against all liabilities, obligations, claims, losses, damages, penalties, deficiencies, causes of action, costs and expenses, including, without limitation, attorneys' fees and expenses (collectively, ***"Losses"***) imposed upon, incurred by or asserted against the person seeking indemnification that are caused by, are attributable to, result from or arise out of the breach of this Agreement by the Indemnitor or the negligence or willful misconduct of the Indemnitor, or of any officers, directors, members, managers, employees, agents, contractors and/or subcontractors acting for or on behalf of the Indemnitor. Any indemnification obligation pursuant to this Article 6 with respect to any particular Losses shall be reduced by all amounts actually recovered by the Indemnitee from third parties, or from applicable insurance coverage, with respect to such Losses. Upon making any payment to any Indemnitee, the Indemnitor shall be subrogated to all rights of the Indemnitee against any third party in respect of the Losses to which such payment relates, and such Indemnitee shall execute upon request all instruments reasonably necessary to evidence and perfect such subrogation rights. If the Indemnitee receives any amounts from any third party or under applicable insurance coverage subsequent to an indemnification payment by the Indemnitor, then such Indemnitee shall promptly reimburse the Indemnitor for any payment made or expense incurred by such Indemnitor in connection with providing such indemnification payment up to the amount received by the Indemnitee, net of any expenses incurred by such Indemnitee in collecting such amount.

Section 6.2 Indemnification Procedures.

(a) Promptly after receipt by an Indemnitee of notice of the commencement of any action that may result in a claim for indemnification pursuant to this Article 6, the Indemnitee shall notify the Indemnitor in writing within 30 days thereafter; provided, however, that any omission to so notify the Indemnitor will not relieve it of any liability for indemnification hereunder as to the particular item for which indemnification may then be sought (except to the extent that the failure to give notice shall have been materially prejudicial to the Indemnitor) nor from any other liability that it may have to any Indemnitee. The Indemnitor shall have the right to assume sole and exclusive control of the defense of any claim for indemnification pursuant to this Article 6, including the choice and direction of any legal counsel.

(b) An Indemnitee shall have the right to engage separate legal counsel in any action as to which indemnification may be sought under any provision of this Agreement and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnitee unless (i) the Indemnitor has agreed in writing to pay such fees and expenses, (ii) the Indemnitor has failed to assume the defense thereof and engage legal counsel within a reasonable period of time after being given the notice required above, or (iii) the Indemnitee shall have been advised by its legal counsel that representation of such Indemnitee and other parties by the same legal counsel would be inappropriate under applicable standards of professional conduct (whether or not such representation by the same legal counsel has been proposed) due to actual or potential conflicts of interests between them. It is understood, however, that to the extent more than one Indemnitee is entitled to engage separate legal counsel at the Indemnitor's expense pursuant to clause (iii) above, the Indemnitor shall, in connection with any one such action or separate but substantially similar or related actions in the same jurisdiction arising out of the same general allegations or circumstances, be liable for the reasonable fees and expenses of only one separate firm of attorneys at any time for all such Indemnitees having the same or substantially similar claims against the Indemnitor, unless but only to the extent the Indemnitees have actual or potential conflicting interests with each other.

(c) The Indemnitor shall not be liable for any settlement of any action effected without its written consent, but if settled with such written consent, or if there is a final judgment against the Indemnitee in any such action, the Indemnitor agrees to indemnify and hold harmless the Indemnitee to the extent provided above from and against any loss, claim, damage, liability or expense by reason of such settlement or judgment.

ARTICLE 7

ASSIGNMENT

This Agreement shall extend to and be binding upon the Parties hereto, their successors and permitted assigns. Either Party may assign its rights and obligations hereunder solely (i) to an affiliate under common control with the assigning Party, provided that any such assignment shall require the prior written consent of the other Party hereto (such consent not to be unreasonably withheld or delayed), and provided that the applicable assignee agrees, in a written instrument delivered to (and reasonably acceptable to) such other Party, to be fully bound hereby, or (ii) to a Party's lenders for collateral security purposes, provided that in the case of any such assignment each Party agrees (x) to cooperate with the lenders in connection with the execution and delivery of a customary form of lender consent to assignment of contract rights

and (y) any delay or other inability of a Party to timely perform hereunder due to a restriction imposed under the applicable credit agreement or any collateral document in connection therewith shall not constitute a breach hereunder. In addition, each Party agrees that it will assign its rights and obligations hereunder to a transferee acquiring all or substantially all of the equity in or assets of the assigning Party related to the Refinery or Fertilizer Plant (as applicable), which transferee must be approved in writing by the non-assigning Party (such approval not to be unreasonably withheld or delayed) and must agree in writing (with the non-assigning Party) to be fully bound hereby.

ARTICLE 8

GOVERNING LAW AND VENUE

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF KANSAS WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES OF SAID STATE. THE PARTIES AGREE THAT ANY ACTION BROUGHT IN CONNECTION WITH THIS AGREEMENT MAY BE MAINTAINED IN ANY COURT OF COMPETENT JURISDICTION LOCATED IN THE STATE OF KANSAS, AND EACH PARTY AGREES TO SUBMIT PERSONALLY TO THE JURISDICTION OF ANY SUCH COURT AND HEREBY WAIVES THE DEFENSES OF FORUM NON-CONVENIENS OR IMPROPER VENUE WITH RESPECT TO ANY ACTION BROUGHT IN ANY SUCH COURT IN CONNECTION WITH THIS AGREEMENT.

ARTICLE 9

LIMITATION OF LIABILITY

In no event, whether based on contract, indemnity, warranty, tort (including negligence), strict liability or otherwise, shall either Party, its employees, suppliers or subcontractors, be liable for loss of profits or revenue or special, incidental, exemplary, punitive or consequential damages; provided, however, that the foregoing limitation shall not preclude recourse to any insurance coverage maintained by the Parties pursuant to the requirements of this Agreement or otherwise.

ARTICLE 10

OPERATION OF FERTILIZER PLANT AND REFINERY

Section 10.1 Cooperation. Refinery Company and Fertilizer Company shall cause their respective personnel located at the Refinery and the Fertilizer Plant to fully cooperate with, and comply with the reasonable requests of, the other Party and its employees, agents and contractors to support such other Party's operations in a safe and efficient manner; provided, however, that nothing in this Section 10.1 shall require the expenditure of any monies other than may otherwise be required elsewhere in this Agreement. In addition, the Parties agree to (i) meet promptly following the request by either Party to develop a long term plan for the bifurcation of those properties and services that one Party or the other deems appropriate to bifurcate and (ii) cooperate fully with each other to implement such plan in an expeditious and cost effective

manner. The costs of implementing any such program, such as costs and expense of negotiating with contract counterparties and legal fees, shall be borne equally unless otherwise agreed.

Section 10.2 Fertilizer Plant Operations. Subject to the express obligations of the Parties under this Agreement, no provision of this Agreement is intended as, or shall be construed to be, any agreement on the part of Fertilizer Company to operate the Fertilizer Plant in any particular manner or to continue operations at the Fertilizer Plant, all in its sole discretion; provided, however, that prior notice of any permanent termination of operations shall be provided by Fertilizer Company to the Refinery Company pursuant to Section 3.2(c).

Section 10.3 Refinery Operations. Subject to the express obligations of the Parties under this Agreement, no provision of this Agreement is intended as, or shall be construed to be, any agreement on the part of Refinery Company to operate the Refinery in any particular manner or to continue operations at the Refinery, all in its sole discretion; provided, however, that prior notice of any permanent termination of operations shall be provided by Refinery Company to the Fertilizer Company pursuant to Section 3.2(b).

Section 10.4 Suspension of Services.

(a) Temporary Suspension of Feedstock or Services for Repairs/Maintenance. The provision of one or more of the Feedstocks or Services by the Parties may be temporarily suspended for such periods of time as are necessary to carry out scheduled or unscheduled maintenance or necessary repairs or improvements to the Refinery or the Fertilizer Plant, as the case may be (each, a ***"Temporary Service Suspension"***). In connection with any such Temporary Service Suspension, Refinery Company or Fertilizer Company (as applicable) may elect to reduce, interrupt, allocate, alter or change the Feedstock or Services that it is required to provide hereunder, provided that, except in the case of emergencies, the applicable Party shall deliver not less than thirty (30) days prior written notice to the other Party of any planned Temporary Service Suspension, including relevant details relating to the proposed reduction, interruption, allocation, alteration or change in the Feedstock or Services as a result of the Temporary Service Suspension. Upon the occurrence and during the continuation of Temporary Service Suspension, the parties shall cooperate to attempt to arrange for Feedstock or Services to be furnished to the other Party in an alternate manner or by a third party acceptable to affected Party, to minimize or reduce the effect of such Temporary Service Suspension on the applicable Party's operations.

(b) Emergency Repairs. The Parties shall provide notice to the other as soon as reasonably possible (and in any event within twenty-four (24) hours) in the event of any emergency repair or unplanned required maintenance that is affecting or will affect provision of the Services. Each Party shall use commercially reasonable efforts to complete any such emergency repairs in a timely manner and to resume the provision of such Service as soon as practicable.

Section 10.5 Priority Supply. Refinery Company and Fertilizer Company shall each have priority over third parties with respect to any Feedstocks and Services to be made available to such Party (the "***Receiving Party***") by the other Party (the "***Supplying Party***") under this Agreement**,** provided that, to the extent that purchase of any particular Feedstock or Service by a

Receiving Party is discretionary on the part of the Receiving Party and the Receiving Party has not purchased from the Supplying Party the quantity of the Feedstock or Service that is presently available from the Supplying Party, then the Supplying Party may offer and sell such available Feedstock or Service to a third party so long as the Supplying Party first gives to the Receiving Party written notice of such prospective offer and sale and the option to purchase such Feedstock or Service on the terms provided in this Agreement with respect to such available Feedstock or Service, provided that the Receiving Party exercises such option by written notice to the Supplying Party within five (5) days following the date Supplying Party gives its written notice to Receiving Party with respect to the available Feedstock or Service.

Section 10.6 Audit and Inspection Rights. Refinery Company and Fertilizer Company shall each ("***Requesting Party***") have the right, upon reasonable written notice to the other Party ("***Other Party***"), to audit, examine and inspect, at reasonable times and locations, all documentation, records, equipment, facilities, and other items owned or under the control of the Other Party that are reasonably related to the Feedstocks and Services provided for under this Agreement, solely for the purpose of confirming the measurement or pricing of, or tolerances or specifications of, any Feedstocks or Services, confirming compliance and performance by the Other Party, or exercising any rights of the Requesting Party, under this Agreement.

Section 10.7 Upgrade Costs. In the event that either Refinery Company or Fertilizer Company ("***Requiring Company***") requires that any capital or other upgrades be made by the other Party ("***Upgrading Party***") to any of the Upgrading Party's equipment or other facilities in connection with the provision of any Feedstock or Services under this Agreement, the Upgrading Party shall cooperate in implementing any such upgrades, provided that: (a) such upgrade does not adversely affect in a material respect the Upgrading Party's facilities or operations, and (b) the Requiring Party pays (on terms and conditions acceptable to the Upgrading Party) any and all costs of implementing such upgrade, and any increase in ongoing costs to the Upgrading Party (including without limitation the costs of insurance, licenses, maintenance, permits, repairs, replacements, and taxes).

Section 10.8 Successor Third Party Agreements. In the event that any of the Linde Agreement, TKI Phase I Agreement, TKI Phase II Agreement, Gas Contract, or any other agreement with or between any third parties that relates to any Feedstock or Services referred to in this Agreement, terminates prior to the termination of this Agreement, the parties shall in good faith cooperate to replace any such agreements with successor agreements with commercially similar terms, in which case reference herein to the terminated third party agreement shall be deemed a reference to the applicable successor agreement. In the event that such a successor agreement is not entered into or is entered into on terms that are not commercially similar, then the parties will negotiate in good faith to determine the terms and conditions, if any, that are commercially practicable for the applicable Feedstock or Services to be furnished by one party to the other.

ARTICLE 11

NOTICES

Any notice, request, correspondence, information, consent or other communication to any of the Parties required or permitted under this Agreement shall be in writing (including telex,

telecopy, or facsimile), shall be given by personal service or by telex, telecopy, facsimile, overnight courier service, or certified mail with postage prepaid, return receipt requested, and properly addressed to such Party and shall be effective upon receipt. For purposes hereof the proper address of the Parties shall be the address stated beneath the corresponding Party's name below, or at the most recent address given to the other Parties hereto by notice in accordance with this Article:

If to Refinery Company, to:

Coffeyville Resources
Refining & Marketing, LLC
400 N. Linden St., P.O. Box 1566
Coffeyville, Kansas 67337
Attention: Executive Vice President,
Refining Operations
Facsimile: (620) 251-1456

With a copy to:

Edmund S. Gross,
Senior Vice President and General Counsel
CVR Energy, Inc.
10 E. Cambridge Circle, Ste. 250
Kansas City, Kansas 66103
Facsimile: (913) 982-5651

If to Fertilizer Company, to:

Coffeyville Resources
Nitrogen Fertilizers, LLC
701 E. Martin St., P.O. Box 5000
Coffeyville, Kansas 67337
Attention: Executive Vice President and
Fertilizer General Manager
Facsimile: (620) 252-4357

With a copy to:

Edmund S. Gross,
Senior Vice President and General Counsel
CVR Energy, Inc.
10 E. Cambridge Circle, Ste. 250
Kansas City, Kansas 66103
Facsimile: (913) 982-5651

or such other address(es) as either Party designates by registered or certified mail addressed to the other Party.

ARTICLE 12

EXHIBITS

All of the Exhibits attached hereto are incorporated herein and made a part of this Agreement by reference thereto.

ARTICLE 13

FORCE MAJEURE

Neither Party shall be liable to the other for failure of or delay in performance hereunder (except for the payment of amounts due for Feedstocks or Services hereunder) to the extent that the failure or delay is due to Force Majeure. Performance under this Agreement shall be suspended (except for the payment of amounts due for Feedstocks or Services hereunder) during the period of Force Majeure to the extent made necessary by the Force Majeure. No failure of or delay in performance pursuant to this Article 13 shall operate to extend the term of this

Agreement. Performance under this Agreement shall resume to the extent made possible by the end or amelioration of the Force Majeure event.

Upon the occurrence of any event of Force Majeure, the Party claiming Force Majeure shall notify the other Party promptly in writing of such event and, to the extent possible, inform the other Party of the expected duration of the Force Majeure event and the performance to be affected by the event of Force Majeure under this Agreement. Each Party shall designate a person with the power to represent such Party with respect to the event of Force Majeure. The Party claiming Force Majeure shall use commercially reasonable efforts, in cooperation with the other Party and such Party's designee, to diligently and expeditiously end or ameliorate the Force Majeure event. In this regard, the Parties shall confer and cooperate with one another in determining the most cost-effective and appropriate action to be taken. If the Parties are unable to agree upon such determination, the matter shall be determined by dispute resolution in accordance with Article 5.

ARTICLE 14

INSURANCE

Section 14.1 Minimum Insurance. During the term of this Agreement, Refinery Company and Fertilizer Company shall each carry the minimum insurance described below.

(a) Workers' compensation with no less than the minimum limits as required by applicable law.

(b) Employer's liability insurance with not less than the following minimum limits:

(i) Bodily injury by accident — $1,000,000 each accident;

(ii) Bodily injury by disease — $1,000,000 each employee; and

(iii) Bodily injury by disease — $1,000,000 policy limit.

(c) Commercial general liability insurance on ISO form CG 00 01 10 93 or an equivalent form covering liability from premises, operations, independent contractor, property damage, bodily injury, personal injury, products, completed operations and liability assumed under an insured contract, all on an occurrence basis, with limits of liability of not less than $1,000,000 combined single limits.

(d) Automobile liability insurance, on each and every unit of automobile equipment, whether owned, non-owned, hired, operated, or used by Refinery Company or Fertilizer Company or their employees, agents, contractors and/or their subcontractors covering injury, including death, and property damage, in an amount of not less than $1,000,000 per accident.

(e) Umbrella or excess liability insurance in the amount of $10,000,000 covering the risks and in excess of the limits set for in subsections 14(b), (c) and (d) above.

Section 14.2 Additional Insurance Requirements. Refinery Company and Fertilizer Company shall each abide by the following additional insurance requirements with respect to all insurance policies required by Section 14.1, as follows:

(a) All insurance policies purchased and maintained in compliance with subsection 14.1(c), (d) and (e) above by one party (the "***Insuring Party***"), as well as any other excess and/or umbrella insurance policies maintained by the Insuring Party, shall name the other party and their collective directors, officers, partners, members, managers, general partners, agents, and employees as additional insureds, with respect to any claims related to losses caused by the Insuring Party's business activities or premises. Those policies referred to in subsection 14.1(c) shall be endorsed to provide that the coverage provided by the Insuring Party's insurance carriers shall always be primary coverage and non-contributing with respect to any insurance carried by the other Party with respect to any claims related to liability or losses caused by the Insuring Party's business activities or premises.

(b) Those policies referred to in Section 14.1, and in subsection 14.2(e), shall be endorsed to provide that underwriters and insurance companies of each of Refinery Company and Fertilizer Company shall not have any right of subrogation against the other Party or any of such other Party's directors, officers, members, managers, general partners, agents, employees, contractors, subcontractors, or insurers.

(c) Those policies referred to in subsection 14.1 shall be endorsed to provide that 30 days prior written notice shall be given to the other Party in the event of cancellation, no-payment of premium, or material change in the policies.

(d) Each of Refinery Company and Fertilizer Company shall furnish the other, prior to the commencement of any operations under this Agreement, with a certificate or certificates, properly executed by its insurance carrier(s), showing all the insurance described in subsection 14.1 to be in full force and effect.

(e) The Refinery Company and Fertilizer Company shall each be responsible for its own property and business interruption insurance.

(f) Notwithstanding the foregoing, the Parties acknowledge and agree that the insurance required by this Agreement may be purchased and maintained jointly by the Parties or their affiliates. If such insurance is purchased and maintained jointly and each Party is a named insured thereunder, then the requirements of Section 14.2(a) — (e) will be deemed waived by the Parties.

ARTICLE 15

MISCELLANEOUS

Section 15.1 Confidentiality.

(a) During the course of the Parties' performance hereunder, the Parties acknowledge and agree that each of them may receive or have access to confidential information of the other Party ("***Confidential Information***"). "Confidential Information" of a Party ("***First Party***") shall

include any and all information relating to its business, including, but not limited to, inventions, concepts, designs, processes, specifications, schematics, equipment, reaction mechanisms, processing techniques, formulations, chemical compositions, technical information, drawings, diagrams, software (including source code), hardware, control systems, research, test results, plant layout, feasibility studies, procedures or standards, know-how, manuals, patent information, the identity of or information concerning current and prospective customers, suppliers, consultants, licensors, licensees, contractors, subcontractors and/or other agents, financial and sales information, current or planned commercial activities, business strategies, records, marketing plans, or other information relating to its business activities or operations and those of its affiliates, customers, suppliers, consultants, licensors, contractors, subcontractors, agents and/or any others to whom such First Party owes a duty of confidentiality, which (i) is identified in writing as "Confidential," "Restricted," "Proprietary Information" or other similar marking, or (ii) is known by the other Party (the "***Second Party***") to be considered confidential or proprietary, or (iii) should be known or understood to be confidential or proprietary by an individual exercising reasonable commercial judgment in the circumstances.

(b) Confidential Information of a First Party does not include information to the extent such information: (i) is or becomes generally available to and/or known by the public through no fault of the Second Party, or (ii) is or becomes generally available to the Second Party on a non-confidential basis from a source other than the First Party or its representatives, provided that such source was not known to the Second Party to be bound by a confidentiality agreement with the First Party, or (iii) was previously known to the Second Party or its affiliates as evidenced by written records, or (iv) is or was independently developed, as evidenced by written records, by or on behalf of the Second Party or its affiliates by individuals who did not directly or indirectly receive relevant Confidential Information of the First Party. Specific disclosures shall not be deemed to be within the foregoing exceptions merely because they are embraced by more general information within the exceptions. In addition, any combination of features disclosed shall not be deemed to be within the foregoing exceptions merely because individual features may be within the exceptions.

(c) The Parties agree that: (i) as between the Parties, a First Party's Confidential Information shall remain the exclusive property of such First Party, and (ii) the Second Party shall use the First Party's Confidential Information solely for purposes of performing such Second Party's obligations under this Agreement (the "***Purpose***"), and for no other reason, and (iii) the Second Party shall limit its disclosure of the First Party's Confidential Information to those of its affiliates, employees, agents and other third parties with a "need-to-know" such information for the Purpose and shall not disclose the Confidential Information (in whole or in part) to any other party, and (iv) the Second Party shall ensure that any affiliates, employees, agents or other third parties to whom the First Party's Confidential Information is disclosed are obligated in writing to abide by confidentiality and non-use restrictions at least as stringent as those set forth in this Agreement, and (v) the Second Party shall protect the Confidential Information of the First Party to the same extent the Second Party protects its own like trade secrets and confidential information, but in no event less than commercially reasonable care.

(d) In the event a Second Party receives a request or is required by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process or legal requirement to disclose all or any part of the First Party's Confidential Information, the

Second Party agrees to (i) immediately notify the First Party in writing of the existence, terms and circumstances surrounding such a request or requirement, and (ii) assist the First Party in seeking a protective order or other appropriate remedy satisfactory to the First Party (at the expense of the First Party). In the event that such protective order or other remedy is not obtained (or the First Party waives compliance with the provisions hereof), (x) the Second Party may disclose that portion of the First Party's Confidential Information which it is legally required to disclose, and (y) the Second Party shall exercise reasonable efforts to obtain assurance that confidential treatment will be accorded the Confidential Information to be disclosed, and (z) the Second Party shall give written notice to First Party of the information to be so disclosed as far in advance of its disclosure as practicable. In addition, a Second Party may disclose all or any part of the First Party's Confidential Information to the Second Party's funding sources and their representatives, provided that Second Party shall exercise reasonable efforts to obtain assurance that confidential treatment will be accorded the Confidential Information to be disclosed, and the Second Party shall give written notice to First Party of the information to be so disclosed as far in advance of its disclosure as practicable.

(e) The parties agree that any violation of this Section 15.1 by a Second Party or any affiliates, employees, agents or other third parties to whom the Confidential Information of First Party is disclosed may be enforced by the First Party by obtaining injunctive or specific relief from a court of competent jurisdiction. Such relief shall be cumulative and not exclusive of any other remedies available to the First Party at law or in equity, including, but not limited to, damages and reasonable attorneys' fees.

Section 15.2 Headings. The headings used in this Agreement are for convenience only and shall not constitute a part of this Agreement.

Section 15.3 Independent Contractors. The Parties acknowledge and agree that neither Party, by reason of this Agreement, shall be an agent, employee or representative of the other with respect to any matters relating to this Agreement, unless specifically provided to the contrary in writing by the other Party. This Agreement shall not be deemed to create a partnership or joint venture of any kind between Refinery Company and Fertilizer Company.

Section 15.4 Ancillary Documentation, Amendments and Waiver. The Parties may, from time to time, use purchase orders, acknowledgments or other instruments to order, acknowledge or specify delivery times, suspensions, quantities or other similar specific matters concerning the Feedstocks or relating to performance hereunder, but the same are intended for convenience and record purposes only and any provisions which may be contained therein are not intended to (nor shall they serve to) add to or otherwise amend or modify any provision of this Agreement, even if signed or accepted on behalf of either Party with or without qualification. This Agreement may not be amended, modified or waived except by a writing signed by all parties to this Agreement that specifically references this Agreement and specifically provides for an amendment, modification or waiver of this Agreement. No waiver of or failure or omission to enforce any provision of this Agreement or any claim or right arising hereunder shall be deemed to be a waiver of any other provision of this Agreement or any other claim or right arising hereunder.

Section 15.5 Construction and Severability. Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and in accordance with industry standards and not strictly for or against either Party. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

Section 15.6 Waiver. The waiver by either Party of any breach of any term, covenant or condition contained in this Agreement shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or of any other term, covenant or condition contained in this Agreement. No term, covenant or condition of this Agreement will be deemed to have been waived unless such waiver is in writing.

Section 15.7 No Third Party Beneficiaries. The Parties each acknowledge and agree that there are no third party beneficiaries having rights under or with respect to this Agreement, including without limitation, under the Linde Agreement, TKI I Phase I Agreement, TKI Phase II Agreement, or Gas Contract.

Section 15.8 Entire Agreement. This Agreement, including all Exhibits hereto, constitutes the entire, integrated agreement between the Parties regarding the subject matter hereof and supersedes any and all prior and contemporaneous agreements (including the Original Agreement), representations and understandings of the Parties, whether written or oral, regarding the subject matter hereof.

[signature page follows]

Signature Page
to
Feedstock and Shared Services Agreement

The Parties have executed and delivered this Agreement as of the date first above set forth.

COFFEYVILLE RESOURCES
REFINING & MARKETING, LLC

By: /s/ Robert W. Haugen
Name: Robert W. Haugen
Title: Executive Vice President,
Refining Operations

COFFEYVILLE RESOURCES
NITROGEN FERTILIZERS, LLC

By: /s/ Kevan A. Vick
Name: Kevan A. Vick
Title: Executive Vice President and
Fertilizer General Manager

EXHIBIT A

FACILITIES DESCRIPTION

The Fertilizer Plant is shown on Plot Plan A attached hereto.

The Gasification Unit is shown on Plot Plan A attached hereto.

The Ammonia Synthesis Loop is shown on Plot Plan A attached hereto.

The UAN Plant is shown on Plot Plan A attached hereto.

The Linde Facility is shown on Plot Plan A attached hereto.

The Administrative and Warehouse Building is shown on Plot Plan A attached hereto.

The Feedstock Delivery Points are shown on Plot Plan A and Drawing D11-0913B attached hereto. The coke Feedstock Delivery Point is the south side of the Refinery's coke pit.

The Utility Facilities are shown on Plot Plan A attached hereto.

The Grounds are shown on Plot Plan A attached hereto.

The Offsite Sulfur Recovery Unit is shown on Plot Plan A attached hereto.

The Refinery is shown on Plot Plan A attached hereto.

EXHIBIT B

ANALYSIS, SPECIFICATIONS AND PRICING FOR FEEDSTOCK AND SERVICES

FEEDSTOCKS:

Hydrogen

- Gaseous	
- Purity	not less than 99.9 mol.%
- Flow	21 mmscf/day maximum
- Pressure	450 psig ± 30 psi
- Carbon Monoxide	less than 50 ppm
- Carbon Dioxide	less than 10 ppm
- Price for sales from Fertilizer Company to Refinery Company	The Hydrogen price shall be $0.46 per 100scf based on an Ammonia Price of $300.00 per short ton. The Hydrogen price per 100scf shall adjust as of the first day of each calendar month up or down in the same percentage as the Ammonia Price for the immediately preceding calendar month adjusts up or down from $300.00 per short ton.
- Additional Requirement Price	The Hydrogen price for any Additional Requirement shall be $0.55 per 100scf based on a UAN Price of $150.00 per short ton. The Hydrogen price per 100scf of any Additional Requirement shall adjust as of the first day of each calendar month up or down in the same percentage as the UAN Price for the immediately preceding month adjusts up or down from $150.00 per short ton.
- Price for sales from Refinery Company to Fertilizer Company	The Hydrogen price shall be 62% multiplied by the Fuel Price, where the “Fuel Price” is the price of natural gas measured at a per mmbtu rate based on the price for natural gas actually paid by Refinery Company and Fertilizer Company for the month preceding the sale.
- Flow measurement	All Hydrogen flows shall be measured by a standard sharp edge orifice plate and differential pressure transmitter located at the Fertilizer Plant. The measured flow shall be pressure and temperature compensated and totalized by the Fertilizer Plant’s Honeywell process control computer (TDC 3000) or any replacement computer. All transmitter signals and computer calculations are available to the Refinery through the existing communications bus for verification. Calibration of the transmitter shall be done at least annually and may be done more frequently at Refinery Company’s request.

Nitrogen

- Gaseous	
- Purity	99.99 mol. % (minimum) (5 ppm oxygen maximum)
- Pressure	180 psig (+ 10 psig)
- Flow	20,000 scfh (normal); 40,000 scfh (maximum)
- Temperature	Ambient
- Price	$0.25 per cscf based on a total electric energy cost of $0.035 per KWH; provided, however, that this price will increase or decrease in the same percentage as the Fertilizer Company's electric bill from the City of Coffeyville (or from such other electric utility provider as the Fertilizer Company may have from time to time in the future) increases or decreases on a per/KWH basis and each such price adjustment shall apply to any gaseous nitrogen sold by Fertilizer Company after the date of such adjustment to the date of the next adjustment.
- Flow measurement	All Nitrogen flows shall be measured by a standard sharp edge orifice plate and differential pressure transmitter located at the Fertilizer Plant. The measured flow shall be pressure and temperature compensated and totalized by the Fertilizer Plant's Honeywell process control computer (TDC 3000) or any replacement computer. All transmitter signals and computer calculations are available to the Refinery through the existing communications bus for verification. Calibration of the transmitter shall be done at least annually and may be done more frequently at Refinery Company's request.

Oxygen

-Gaseous	
-Purity	99.6 mol. % (minimum)
-Pressure	65 psig (± 5 psig)
-Flow	29.8 STPD (maximum)
-Temperature	Ambient
- Price	$0 per short ton for daily tons up to 10 STPD $70 per short ton for daily tons from 10 STPD to 29.8 STPD Such prices per short ton are based on a total electric cost of $0.035 per KWH; provided, however, that these prices per short ton will increase or decrease in the same percentage as the Fertilizer Company's electric bill from the City of Coffeyville (or from such other electric utility provider as the Fertilizer Company may have from time to time in the future) increases or decreases on a per/KWH basis and each such price adjustment shall apply to any gaseous Oxygen sold by

Fertilizer Company after the date of such adjustment to the date of the next adjustment.

- Flow measurement	All Oxygen flows shall be measured by a standard sharp edge orifice plate and differential pressure transmitter located at the Fertilizer Plant. The measured flow shall be pressure and temperature compensated and totalized by the Fertilizer Plant's Honeywell process control computer (TDC 3000) or any replacement computer. All transmitter signals and computer calculations are available to the Refinery through the existing communications bus for verification. Calibration of the transmitter shall be done at least annually and may be done more frequently at Refinery Company's request.

Sour water

- Composition	.80% ammonia (maximum) 0.05 mol. % H_2S (maximum)
-Pressure	90 psig (maximum) 35 psig (minimum)
-Temperature	125°F (normal)
-Flow	20 gpm (maximum) 12 gpm (normal)
-Price	zero dollars ($0)

High Pressure Steam

- Pressure	600 psig ± 10 psi (normal)
- Flow (Gasifier Startup)	As available, up to 75,000 pounds per hour (to Fertilizer Company)
(normal)	As available, 50,000 + 20,000 pounds per hour (to Refinery Company)
-Price	The price is dependent upon the natural gas price (symbolized by "NGP" in the formulae below) and "steam flow" in the formulae below is determined by the Fertilizer Plant's process control computer:

To Fertilizer Company:	Price = (1.22)(NGP)(steam flow)/1000
To Refinery Company:	Price = (1.10)(NGP)(steam flow)/1000

For purposes of determining the price of High Pressure Steam hereunder, NGP means the price of natural gas measured at a per mmbtu rate based on the price for natural gas actually paid by Refinery Company for the month preceding the sale. Notwithstanding anything to the contrary set forth herein, Refinery Company shall have no obligation to pay for High Pressure Steam during periods when Refinery Company is flaring fuel gas.

- Flow measurement	All High Pressure Steam flows shall be measured by a standard sharp edge orifice plate and differential pressure

	transmitter located at the Fertilizer Plant. The measured flow shall be totalized by the Fertilizer Plant's Honeywell process control computer (TDC 3000) or any replacement computer. All transmitter signals and computer calculations are available to the Refinery through the existing communications bus for verification. Calibration of the transmitter shall be done at least annually and may be done more frequently at Refinery Company's request.
Low Pressure Steam	
-Flow	Variable
-Pressure	Approximately 120-170 psi
-Price	zero dollars ($0)
Tail Gas	
- Gaseous	
- Flow measurement	All Tail Gas flows will be measured by a standard sharp edge orifice plate or annubar and differential pressure transmitter located at the Fertilizer Plant. The measured flow shall be pressure and temperature compensated and totalized by the Fertilizer Plant's Honeywell process control computer (TDC 3000) or any replacement computer. All transmitter signals and computer calculations are available to the Refinery through the existing communications bus for verification. Calibration of the transmitter shall be done at least annually and may be done more frequently at Refinery Company's request.
- LHV / HHV	LHV means the lower heating value, and HHV means the higher heating value.
- Tail Gas Price	VOL_{TG} x LHV_{TG} x $PRICE_{NG}$ x (HHV_{NG} / LHV_{NG}) For purposes of the foregoing formula: VOL_{TG} = the volume of the Tail Gas stream in scf for the month LHV_{TG} = the average LHV of the weekly samples of the Tail Gas stream analyzed for the previous month; the Refinery Company and the Fertilizer Plant will mutually agree on the Btu Content for the first month of operation following the Commencement Date $PRICE_{NG}$ = the price of natural gas measured at a per mmbtu

	rate (and at the HHV) based on the price for natural gas actually paid by Refinery Company for the month preceding the sale HHV_{NG} = the HHV of natural gas or 1012 Btu/scf LHV_{NG} = the LHV of natural gas or 911 Btu/scf
- Capital Cost	The “Capital Cost” is the aggregate capital expenditures incurred by Refinery Company to procure, construct and install the piping, pipe supports, control valve station, flow meter and associated instrumentation needed to connect the PSA at the Fertilizer Plant to the #1 Boiler at the Refinery, for purposes of the delivery of Tail Gas.
- Capital Recovery Fee	The “Capital Recovery Fee” is the monthly amount needed for Refinery Company to recover the Capital Cost using straight-line depreciation over a three-year period at an interest rate of 12% per annum.
- Return Fee	The monthly amount needed to net to the Refinery Company a 15% per annum return on their investment of the Capital Cost.
- Commencement Date	The “Commencement Date” will be the date upon which the delivery of Tail Gas to the Refinery begins.
- Net Price	Upon the Commencement Date, the net price for the Tail Gas for the first three years will be computed by taking the Tail Gas Price minus the Capital Recovery Fee. Following the initial three-year period and continuing for one year thereafter, the net price for the Tail Gas will be computed by taking the Tail Gas Price minus the Return Fee. Following the initial four-year period, the net price for Tail Gas will be the Tail Gas Price. Notwithstanding anything to the contrary set forth herein, Refinery Company shall have no obligation to pay for Tail Gas during periods when Refinery Company is flaring fuel gas. Refinery Company will pay Fertilizer Company on a monthly basis for all Tail Gas purchased.

SERVICES:

Firewater

- Pressure	185 psig (maximum) 100 psig (minimum)

- Temperature	70°F (normal)
- Flow	2,000 gpm (maximum) 0 gpm (normal)
-Price	zero dollars ($0)

Instrument Air

- Purity	-40°F dew point (normal operating)
- Pressure	125 psig + 10 psi (normal operating)
- Flow	4000 scfm maximum (normal operating)
- Temperature	ambient
- Price	
To the Refinery Company:	$18,000 per month (prorated on a per diem basis to reflect the number of days, including partial days, in the applicable month that Instrument Air is provided) based on $.035 total laid in cost per KWH; provided, that this price will increase or decrease in the same percentage as the Fertilizer Company's total laid in cost for electricity from the City of Coffeyville (or from such other electric utility provider as the Fertilizer Company may have from time to time in the future) increases or decreases on a per/KWH basis and each such price adjustment shall apply to any Instrument Air sold by Fertilizer Company after the date of such adjustment until the date of the next adjustment; provided, however, that such cost shall be reduced on a pro-rata basis for each day that such Instrument Air is not available from the Linde Facility.
To the Fertilizer Company:	$18,000 per month (prorated on a per diem basis to reflect the number of days, including partial days, in the applicable month that Instrument Air is provided) based on $.039 total laid in cost per KWH; provided, that this price will increase or decrease in the same percentage as the Refinery Company's total cost for electricity from Kansas Gas and Electric Company (or from such other electric utility provider as the Refinery Company may have from time to time in the future) increases or decreases on a per/KWH basis and each such price adjustment shall apply to any Instrument Air sold by Refinery Company after the date of such adjustment until the date of the next adjustment.
- Flow measurement	All Instrument Air flows shall be measured by a standard sharp edge orifice plate and differential pressure transmitter located at the Fertilizer Plant. The measured flow shall be totalized by the Fertilizer Plant's Honeywell process control computer (TDC 3000) or any replacement computer. All

transmitter signals and computer calculations are available to the Refinery through the existing communications bus for verification. Calibration of the transmitter shall be done at least annually and may be done more frequently at Refinery Company's request.

Security

Fertilizer Company shall pay Refinery Company a pro rata share of Refinery Company's direct costs of providing security services for the entire Fertilizer Plant/Refinery complex, which pro rata share shall be mutually agreed upon by the Parties based upon a commercially reasonable allocation of such costs in relation to the security services as provided to the Fertilizer Plant and the Refinery.

Exhibit 10.5

AMENDED AND RESTATED CROSS EASEMENT AGREEMENT

THIS AMENDED AND RESTATED CROSS EASEMENT AGREEMENT (this "***Agreement***") is made as of the 13th day of April, 2011, by and between Coffeyville Resources Nitrogen Fertilizers, LLC, a Delaware limited liability company (the "***Fertilizer Company***"), and Coffeyville Resources Refining & Marketing, LLC, a Delaware limited liability company (the "***Refinery Company***").

RECITALS

1. Fertilizer Company is the owner of certain real property located in Montgomery County, Kansas, as legally described on the attached Exhibit A (the "***Fertilizer Parcel***"), and Refinery Company is the owner of certain real property located in Montgomery County, Kansas, as legally described on the attached Exhibit B (the "***Refinery Parcel***"). The Refinery Parcel and the Fertilizer Parcel are herein collectively referred to as the "***Parcels***", and each, as a "***Parcel***").

2. The Parties have reconfigured the boundaries of their respective Parcels to divide and separate the operations of Refinery Company's oil refinery facilities from the operations of Fertilizer Company's adjacent nitrogen fertilizer plant operations. In connection therewith, the Parties have entered into the following agreements, as such agreements may be amended, restated, modified or replaced from time to time (collectively, "***Service Agreements***"): (i) Feedstock and Shared Services Agreement (the "***Feedstock Agreement***"); (ii) Coke Supply Agreement (the "***Coke Supply Agreement***"); (iii) Raw Water and Facilities Sharing Agreement (the "***Raw Water Agreement***"); and (iv) Environmental Agreement (the "***Environmental Agreement***").

3. The Refinery Parcel and the Fertilizer Parcel are the subject of a Cross Easement Agreement (the "***Original Agreement***") dated as of October 25, 2007 (the "***Effective Date***"), in which Fertilizer Company and Refinery Company granted to each other certain non-exclusive easements and rights of use upon, over and across the Fertilizer Parcel and the Refinery Parcel, respectively, for, but not limited to, the following purposes: (i) the use of pipelines, transmission lines, equipment, drainage facilities, other Plant facilities and improvements and the maintenance thereof; (ii) pedestrian and vehicular access; and (iii) all other purposes as necessary for the use, operation and maintenance of the business and operations currently conducted on the Parcels and as necessary to carry out the purposes and intent of the Service Agreements.

4. The parties desire to amend, supersede and restate the Original Agreement in its entirety by this Agreement to reflect the foregoing, all as hereinafter set forth.

In consideration of the foregoing and the mutual covenants and agreements herein set forth, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. INCORPORATION OF RECITALS; DEFINITIONS

1.1 As of the date hereof, the Original Agreement is hereby amended, superseded and restated in its entirety by the terms of this Agreement.

1.2 The terms of each of the foregoing Recitals are incorporated herein by this reference.

1.3 All terms not defined in this Agreement but which are defined in the Service Agreements are used herein as so defined in Service Agreements; provided, however those terms that are expressly stated herein as being defined in one of the Service Agreements are used herein as defined in such Service Agreement. The following terms shall have the meanings set forth below, for purposes of this Agreement and all Exhibits hereto:

"***Access Areas***" is defined in Section 2.1(A).

"***Access Easement (Fertilizer Parcel)***" is defined in Section 2.1(B).

"***Access Easements (Refinery Parcel)***" is defined in Section 2.1(C).

"***Additional Easements***" is defined in Section 2.3(J).

"***Aerial***" means that aerial photograph attached hereto as Exhibit C, which consists of 15 sheets.

"***Agreement***" means this Cross Easement Agreement and the exhibits hereto, all as the same may be subsequently amended, modified or supplemented from time to time as herein provided.

"***Coke Conveyor Belt Easement***" is defined in Section 2.3(C).

"***Coke Conveyor Belt Easement Area"*** is legally described in Exhibit G.

"***Coke Haul Road***" is defined in Section 2.3(C) and is legally described in Exhibit P.

"***Coke Supply Agreement***" is defined in Recital 2.

"***Connection Purposes***" is defined in Section 3.2.

"***Constructing Party***" is defined in Section 2.2(E)(1).

"***Construction Buffer Zone Easement Area***" is defined in Section 2.3(I) and is legally described in Exhibit R-1.

"***Dispute***" is defined in Section 5.1.

"***Easement Areas***" is defined in Section 4.1.

"***Easements***" is defined in Section 4.1.

"***East Tank Farm Area (Refinery Parcel)***" is defined in Section 2.3(F) and is legally described on Exhibit K.

"***East Tank Farm Easements***" is defined in Section 2.3(F).

"***East Tank Farm Roadway Area (Fertilizer Parcel)***" is defined in Section 2.3(F) and is legally described on Exhibit J.

"***Environmental Agreement***" is defined in Recital 2.

"***Feedstock Agreement***" is defined in Recital 2.

"***Fertilizer Company***" is defined in the preamble.

"***Fertilizer Company Clarifier Tract***" is defined in Section 2.3(A) and legally described on Exhibit N.

"***Fertilizer Parcel***" is defined in Recital 1 and is legally described on Exhibit A.

"***Fertilizer Plant***" means the nitrogen fertilizer complex located on the Fertilizer Parcel owned and operated by Fertilizer Company, consisting of the Gasification Unit, the UAN Plant, the Ammonia Synthesis Loop, the Utility Facilities, storage and loading facilities, the Fertilizer Plant Water Clarifier and river access, the Grounds and related connecting pipes and improvements, which fertilizer manufacturing complex is connected to and associated with the BOC Facility and the Offsite Sulfur Recovery Unit, including any additions or other modifications made thereto from time to time and (without limitation) any fertilizer plant improvements, facilities and components on the Fertilizer Parcel as are shown on the Aerial.

"***Fertilizer Water Pipeline Easement Area***" is defined in Section 2.3(A) and is legally described on Exhibit O.

"***Indemnitee***" is defined in Section 6.1.

"***Indemnitor***" is defined in Section 6.1.

"***Insuring Party***" is defined in Section 4.12(B).

"***Interconnect Points***" is defined in Section 3.1.

"***Interconnect Points Drawing***" is defined in Section 3.1 and attached as Exhibit E.

"***Interconnect Points Easement***" is defined in Section 3.2.

"***Losses***" is defined in Section 6.1.

"***Mortgage***" is defined in Section 4.13(B).

"***Non-Performing Party***" is defined in Section 4.6.

"***Original Agreement***" is defined in Recital 3.

"***Parcels***" is defined in Recital 1.

"***Party***" and "***Parties***" mean the parties to this Agreement.

"***Performing Party***" is defined in Section 4.7.

"***Pipe Rack Easement***" is defined in Section 2.3(B).

"***Pipe Rack Easement Area***" is defined in Section 2.3(B) and is legally described on Exhibit F.

"***Railroad Trackage Easement Area (Fertilizer Parcel)***" is defined in Section 2.3(G)(1) and is legally described on Exhibit L.

"***Railroad Trackage Easement Area (Refinery Parcel)***" is defined in Section 2.3(G)(2) and is legally described on Exhibit M.

"***Railroad Trackage Easement (Fertilizer Parcel)***" is defined in Section 2.3(G)(1).

"***Railroad Trackage Easement (Refinery Parcel)***" is defined in Section 2.3(G)(2).

"***Raw Water Agreement***" is defined in Recital 2.

"***Refinery***" means the petroleum refinery at Coffeyville, Kansas located on the Refinery Parcel and owned and operated by Refinery Company, including any additions or other modifications made thereto from time to time and (without limitation) any refinery plant improvements, components and facilities on the Refinery Parcel as are shown on the Aerial.

"***Refinery Company***" is defined in the preamble.

"***Refinery Parcel***" is defined in Recital 1 and is legally described on Exhibit B.

"***Refinery Shared Parking Area***" is defined in Section 2.3(H) and is legally described on Exhibit Q.

"***Service Agreements***" is defined in Recital 2.

"***Shared Pipeline Easement***" is defined in Section 2.2(B).

"***Shared Pipeline Easement Area***" is defined in Section 2.2(B) and is legally described on Exhibit D.

"***S/L Lease***" is defined in Section 4.13(B).

"***Sunflower Street Pipeline Crossing Easement Area (Fertilizer Parcel)***" is defined in Section 2.3(E)(1) and is legally described on Exhibit H.

"***Sunflower Street Pipeline Crossing Easement Area (Refinery Parcel)***" is defined in Section 2.3(E)(2) and is legally described on Exhibit I.

"***Sunflower Street Pipeline Crossing Easement (Fertilizer Parcel)***" is defined in Section 2.3(E)(1).

"***Sunflower Street Pipeline Crossing Easement (Refinery Parcel)***" is defined in Section 2.3(E)(2).

"***Temporary Construction / Maintenance Easements***" is defined in Section 2.2(E).

"***TKI Pipelines Easement***" is defined in Section 2.3(D).

"***Trackage Storage Area***" is shown on the Aerial.

"***Unavoidable Delay***" is defined in Section 4.6.

"***Water Rights Easement***" is defined in Section 2.3(A).

"***Work***" is defined in Section 2.2(E)(1).

ARTICLE 2. GRANTS OF EASEMENTS

The Parties hereby grant to each other the following easements and rights of use, subject to the other provisions of this Agreement:

2.1 **Access Easements**.

(A) The term "***Access Areas***" as used in this Agreement shall mean the following portions of the Fertilizer Parcel and the Refinery Parcel, respectively, as the same may be located from time to time:

(1) All vehicular roadways, driveways and pathways on the Parcels, however surfaced, and all interior vehicular roadways across parking lot areas (except those portions thereof which may from time to time constitute a duly dedicated public roadway); and

(2) All sidewalks, walkways and other pathways providing pedestrian access to and across the Parcels.

(B) Fertilizer Company hereby grants to Refinery Company, for use by its agents, employees, contractors, licensees and lessees, as an appurtenance to the Refinery Parcel, for a term of fifty (50) years from the Effective Date hereof, a non-exclusive easement and right of use in the Access Areas located from time to time on the Fertilizer Parcel for pedestrian and vehicular access, ingress and egress, all in common with Fertilizer Company, as may be reasonably required for access, ingress and egress for the Refinery's operations (the "***Access Easement (Fertilizer Parcel)***").

(C) Reciprocally, Refinery Company hereby grants to Fertilizer Company, for use by its agents, employees, contractors, licensees and lessees, as an appurtenance to the Fertilizer Parcel: (i) a perpetual, non-exclusive easement and right of use in the existing Access Areas on the Refinery Parcel for the purpose of pedestrian and vehicular ingress and egress to and from the Verdigris River, Fertilizer Company Clarifier Tract, the "Water Facilities" which are for the use of Fertilizer Company (as provided for and defined in the Raw Water Agreement) and the Fertilizer Water Pipeline Easement Area; and (ii) for a term of fifty (50) years from the Effective Date hereof, a non-exclusive easement and right of use in the other Access Areas located from time to time on the Refinery Parcel for pedestrian and vehicular access, ingress and egress, all in common with Refinery Company, as may be reasonably required for access, ingress and egress for the Fertilizer Plant operations (collectively, the "***Access Easements (Refinery Parcel)***").

(D) The Parties agree that while neither Party, as grantor of the foregoing access easements, respectively, has any right or obligation to retain the existing Access Areas in their present configurations or locations (and may relocate, change or modify the Access Areas on its Parcel from time to time), each grantor Party shall provide at all times routes of vehicular and pedestrian access, ingress and egress across such Party's respective Parcel to reasonably facilitate the other Party's operations on its Parcel and exercise of its rights under this Agreement.

2.2 **Shared Pipeline Easement**.

(A) The Parties acknowledge that Fertilizer Company requires access to and rights of use in certain improvements and structures located on the Refinery Parcel (including, without limitation, pipelines, transmission lines and other conduits and equipment, to operate its Fertilizer Plant).

(B) Accordingly, in order to carry out the intent and provisions of each of the Service Agreements, Refinery Company hereby grants to Fertilizer Company, for use by its agents,

employees, contractors, licensees and lessees, as an appurtenance to the Fertilizer Parcel, a non-exclusive easement and right of use in, to, over, under and across the ***"Shared Pipeline Easement Area"***, which land is legally described on Exhibit D attached hereto and is depicted on the Aerial, as required and necessary for implementation of the Service Agreements, which easement and right of use shall include, without limitation, the right to: (i) maintain, repair, inspect and replace all existing pipelines, transmission lines, equipment, and drainage facilities of Fertilizer Company now located in the Shared Pipeline Easement Area that are used in the operation of the Fertilizer Plant; and (ii) utilize each of the Interconnect Points therein (as defined in Section 3.1 below) (such easement and right of use being called the "***Shared Pipeline Easement***").

(E) **Temporary Construction / Maintenance Easements**.

(1) In connection with exercise of the foregoing Access Easements, the Shared Pipeline Easement and the Easements granted hereinafter in Section 2.3, each Party (a "***Constructing Party***") is hereby granted by the other Party a temporary construction and maintenance easement as needed from time to time to use necessary portions of the other Party's Parcel, as the servient estate under such Easement, in connection with:

(a) All construction activities as permitted under the applicable Easement;

(b) Inspecting, maintaining, repairing and replacing the Constructing Party's pipelines, transmission lines, conduits, equipment and other improvements; and

(c) The transportation and hauling of heavy vehicles, loads and equipment over any road within an Access Area of the other Party, in which case the Constructing Party may temporarily cap (with gravel, asphalt or other suitable, protective material) such road in order to prevent or mitigate damage thereby caused to such road. Notwithstanding anything to the contrary contained in this Agreement, any damage to any such road of a Party caused by such transportation and hauling by the Constructing Party shall be promptly repaired by the Constructing Party at its sole cost and expense.

The foregoing easements are collectively referred to herein as the "***Temporary Construction/ Maintenance Easements***". Any and all activities described in Sections 2.2(E)(1)(a) and (b) are collectively referred to in this Section 2.2(E)(1) as "***Work***".

(2) Within a reasonable time before it begins any Work, the Constructing Party shall provide reasonable prior notice (except in an emergency situation, in which case no prior notice is required, but instead the Constructing Party shall submit subsequent notice) to the other Party outlining those portions of the other Party's Parcel in which the Temporary Construction/Maintenance Easement is needed, identifying the Work to be undertaken, and the estimated duration of such Work.

(3) When the Constructing Party ceases using the other Party's Parcel for such Work, it must promptly restore such area to the condition in which it existed before the commencement of the Work within a reasonable period of time. This restoration Work shall include clearing the area of all loose dirt, debris, equipment and construction materials and the repair or replacement of equipment areas, equipment connections, utility services, paving, and landscaping and repairs and replacements to such other items as may be required to reasonably restore.

(4) The Constructing Party must also restore any portions of the other Party's Parcel that may be damaged by its Work promptly upon the occurrence of such damage without delay.

(5) All Work shall be performed by the Constructing Party in a manner so as to avoid material interference with Fertilizer Plant and Refinery operations within such Easement Areas and on surrounding areas. At the completion of Work, a given Temporary Construction/ Maintenance Easement shall automatically be deemed terminated.

2.3 **Easements for Specific Operations**.

In addition to the foregoing Access Easements, Shared Pipeline Easement and Temporary Construction/Maintenance Easement grants, the Parties hereby grant the following additional easements for the specific operations designated therein:

(A) **Water Rights Easement**. In order to provide for the real property rights and interests necessary to effectuate the provisions of the Raw Water Agreement and to provide for the transportation of water from the Water Facilities (as defined in the Raw Water Agreement) into the Fertilizer Company's Fertilizer Plant facilities located on the Fertilizer Parcel, Refinery Company hereby grants to Fertilizer Company, for use by its agents, employees, contractors, licensees and lessees, as an appurtenance to the Fertilizer Parcel:

(i) A perpetual, non-exclusive easement in and right of use of: (a) the Refinery's Water Intake Structure, River Water Pumps, other Water Facilities and equipment related thereto (all as defined and described in the Raw Water Agreement) to the extent provided in the Raw Water Agreement; and (b) any existing water supply pipeline of Refinery Company (and related equipment) which carries raw water from the River Water Pumps (y) into pipelines of Fertilizer Company located on the Refinery Parcel that run to the tract of land owned by Fertilizer Company on which its clarifier is located, which tract of land is described on Exhibit N ("***Fertilizer Company Clarifier Tract***") or (z) directly to the Fertilizer Company Clarifier Tract. Refinery Company hereby reserves the right to alter, relocate, expand or replace all of its herein described water supply equipment from time to time, so long as it continues to supply sufficient, uninterrupted water and pipeline service to Fertilizer Company pursuant to the terms of the Raw Water Agreement and as provided in clauses (a) and (b) above. The Parties acknowledge that such water supply equipment described in clause (a) presently provides the single source of water to both the Refinery and the Fertilizer Plant.

(ii) A perpetual, non-exclusive easement in and right of use of such portions of the Refinery Parcel on which the Fertilizer Company's existing separate water supply pipelines are located that carry water from the "Y Intersection" (as defined in the Raw Water Agreement) to the Fertilizer Company Clarifier Tract and from the Fertilizer Company Clarifier Tract southerly across the Refinery Parcel onto the Fertilizer Parcel and into the Fertilizer Plant located thereon. The general location of the area of the Refinery Parcel in which such pipelines are located is shown on the Aerial and a general legal description of the area is attached hereto as Exhibit O ("***Fertilizer Water Pipeline Easement Area***"). Such easement includes a non-exclusive easement and right in favor of Fertilizer Company to operate, maintain, alter, relocate, repair and replace such water supply pipelines within the Fertilizer Water Pipeline Easement Area in a manner that does not materially interfere with the operation or use of the Refinery or any part thereof.

(iii) During the term of the Raw Water Agreement, the right of use, privilege and interest for Fertilizer Company, at any future time upon prior notice to, and reasonable coordination with Refinery Company so as to not materially impair any operations on the Refinery Parcel, to construct separate water facilities, as contemplated by the Raw Water Agreement, which separate water facilities may include, without limitation, a separate intake valve, water plant structure and associated water pumping equipment within the "**separate Raw Water pumping area**" generally depicted on the Aerial. Upon Fertilizer Company's relocation of its existing water facilities and/or its construction of separate water facilities pursuant to the rights granted in this paragraph, the areas in which such separate water facilities are located (and any areas to connect such separate water facilities to the Verdigris River and to Refinery Company's then-existing Water Intake Structure, River Water Pumps and Water Facilities as may then be reasonably necessary for the operation, alteration, maintenance, repair and replacement of Fertilizer Company's separate water facilities), shall be automatically deemed additional Easement Areas pursuant to the terms of this Agreement and the easement granted in Section 2.3(A)(i)(a) shall terminate to the extent no longer required due to construction of such separate water facilities.

The foregoing easements and rights of use are collectively referred to herein as the "***Water Rights Easement***".

(iv) **Raw Water Agreement**. The Raw Water Agreement contains various other rights, options, interests and obligations of the Parties in the event either Party elects to terminate the sharing of Water Facilities and Water Rights, all as more particularly set forth in the Raw Water Agreement.

(B) **Pipe Rack Easement**. Refinery Company hereby grants to Fertilizer Company, for use by its agents, employees, contractors, licensees and lessees, as an appurtenance to the Fertilizer Parcel, a perpetual, non-exclusive easement and right of use to operate and otherwise utilize for Fertilizer Plant operations, in common with Refinery Company, all existing pipe rack installations of Refinery Company (as such pipe rack installations may be altered, relocated, expanded or replaced from time to time by Refinery Company, at its sole cost, so long as

comparable uninterrupted pipe rack service is provided to Fertilizer Company) located on that portion of the Refinery Parcel (the "***Pipe Rack Easement Area***" legally described on Exhibit F attached hereto and generally depicted on the Aerial (the "***Pipe Rack Easement***").

(C) **Coke Conveyor Belt Easement; Coke Haul Road Easement**. Refinery Company hereby grants to Fertilizer Company, for use by its agents, employees, contractors, licensees and lessees, as an appurtenance to the Fertilizer Parcel, perpetual, non-exclusive easements and rights of use in: (i) the "***Coke Conveyor Belt Easement Area***", legally described on Exhibit G attached hereto and generally depicted on the Aerial, for the construction, operation, repair, maintenance and replacement of a conveyor belt system for the transportation of coke and coke related materials to and from the Fertilizer Plant (the "***Coke Conveyor Belt Easement***"); and (ii) the "***Coke Haul Road Easement Area***", legally described on Exhibit P attached hereto and generally depicted on the Aerial, for the transportation of coke and coke related materials to and from the Fertilizer Plant over the existing roadways located thereon.

(D) **TKI Pipelines Easement**. In addition to the Shared Pipeline Easement granted to Fertilizer Company in Section 2.2(B) above, Refinery Company hereby grants to Fertilizer Company, for use by its agents, employees, contractors, licensees and lessees, as an appurtenance to the Fertilizer Parcel, a perpetual, non-exclusive easement and right of use to operate and otherwise utilize the existing TKI-dedicated pipelines and related pipeline equipment (as such pipelines and pipeline equipment may in the future be altered, relocated, expanded or replaced by Refinery Company, at its sole cost, so long as comparable uninterrupted TKI pipeline service is provided to Fertilizer Company) which traverse the Refinery Parcel and leads into the TKI sulphur plant, which plant is generally depicted on the Aerial (the "***TKI Pipelines Easement***").

(E) **Sunflower Street Pipeline Crossing Easements**.

(1) Fertilizer Company hereby grants to Refinery Company, for use by its agents, employees, contractors, licensees and lessees, as an appurtenance to the Refinery Parcel, a perpetual, non-exclusive easement in and right of use to operate and otherwise utilize for Refinery operations, in common with Fertilizer Company, all existing pipeline crossing and pipe rack equipment (both above and below-ground equipment, as such pipeline crossing and pipe rack equipment may be altered, relocated, expanded or replaced from time to time by Fertilizer Company at its sole cost, so long as comparable uninterrupted pipeline crossing service is provided to Refinery Company) located on: (i) that portion of the Fertilizer Parcel (the "***Sunflower Street Pipeline Crossing Easement Area (Fertilizer Parcel)***") legally described on Exhibit H attached hereto and generally depicted on the Aerial; and (ii) the portion of the public street right-of-way for Sunflower Street over which the subject pipeline crossings traverse but only to the extent Fertilizer Company has the legal right to grant such easement and right (collectively, the "***Sunflower Street Pipeline Crossing Easement (Fertilizer Parcel)***").

(2) Reciprocally, Refinery Company hereby grants to Fertilizer Company, for use by its agents, employees, contractors, licensees and lessees, as an appurtenance to the Fertilizer Parcel, a perpetual, non-exclusive easement and right of use to operate and otherwise utilize for

Fertilizer Plant operations, in common with Refinery Company, all existing pipeline crossing and pipe rack equipment (both above and below-ground equipment, as such pipeline crossing and pipe rack equipment may be altered, relocated, expanded or replaced from time to time by Refinery Company at its sole cost, so long as comparable, uninterrupted pipeline crossing service is provided to Fertilizer Company) located on: (i) that portion of the Refinery Parcel (the "***Sunflower Street Pipeline Crossing Easement Area (Refinery Parcel)***") legally described on Exhibit I attached hereto and generally depicted on the Aerial; and (ii) the portion, if any, of the public street right-of-way for Sunflower Street over which the subject pipeline crossings traverse but only to the extent the Refinery Company has the legal right to grant such easement and right (collectively, the "***Sunflower Street Pipeline Crossing Easement (Refinery Parcel)***").

(F) **East Tank Farm Easements**. Fertilizer Company hereby grants to Refinery Company, for use by its agents, employees, contractors, licensees and lessees, as an appurtenance to the Refinery Parcel, the following two easements:

(i) A perpetual, non-exclusive access, ingress and egress easement and right of use to traverse the roadway located on that portion of the Fertilizer Parcel (the "***East Tank Farm Roadway Area (Fertilizer Parcel)***") legally described on Exhibit J attached hereto and generally depicted on the Aerial, for such pedestrian and vehicular access, ingress and egress as may be reasonably required for access, ingress and egress to that portion of the Refinery Parcel known as the "***East Tank Farm Area (Refinery Parcel)***" and legally described on Exhibit K attached hereto and generally depicted on the Aerial.

(ii) A perpetual, non-exclusive easement and right of use to maintain the existing underground pipelines and related equipment owned by Refinery Company and located underneath the East Tank Farm Roadway (Fertilizer Parcel) (as such pipelines and equipment may be altered, relocated, expanded or replaced from time to time by Refinery Company, at its sole cost and expense, but not so as to materially interfere with the use of the roadway on the East Tank Farm Roadway Area (Fertilizer Parcel)).

The foregoing easements are collectively referred to herein as the "***East Tank Farm Easements***".

(G) **Railroad Trackage Easements**.

(1) In order to provide for the real property rights and interests necessary to effectuate the provisions of the Feedstock Agreement with regard to railroad track sharing, Fertilizer Company hereby grants to Refinery Company, for use by its agents, employees, contractors, licensees and lessees, as an appurtenance to the Refinery Parcel, a perpetual, non-exclusive easement in and right of use to access, operate (with the term, 'operate' being deemed to include the right to temporarily store railroad cars in accordance with commercially reasonable practices) and otherwise utilize for the receipt of feedstocks to, and delivery out of products, from the Refinery's operations, in common with Fertilizer Company, all existing railroad tracks and trackage equipment (as such railroad tracks and trackage equipment may be altered, relocated, expanded or replaced from time to time by Fertilizer Company, at its sole cost and expense, so

long as comparable uninterrupted railroad trackage service is provided to Refinery Company) on that portion of the Fertilizer Parcel (the "***Railroad Trackage Easement Area (Fertilizer Parcel)***") legally described on Exhibit L attached hereto and generally depicted on the Aerial (the "***Railroad Trackage Easement (Fertilizer Parcel)***"). The Parties acknowledge that the Main Trackage (as defined in the Feedstock Agreement) within the subject Easement Area and in the Easement Area set forth in Section 2(G)(2) below is presently owned by Union Pacific Railroad Company and is operated by South Kansas & Oklahoma Railroad, Inc.

(2) Reciprocally, in order to provide for the real property rights and interests necessary to effectuate the provisions of the Feedstock Agreement with regard to railroad track sharing, Refinery Company hereby grants to Fertilizer Company, for use by its agents, employees, contractors, licensees and lessees, as an appurtenance to the Fertilizer Parcel, a perpetual, non-exclusive easement in and right of use to access, operate (which operations shall be deemed to include the right to temporarily store railroad cars in accordance with commercially reasonable operating practices) and otherwise utilize for the receipt of feedstocks to, and delivery out of products from the Fertilizer Plant's operations, in common with Refinery Company, all existing railroad tracks and trackage equipment (as such railroad tracks and trackage equipment may be altered, relocated, expanded or replaced from time to time by Refinery Company, at its sole cost and expense, so long as comparable uninterrupted railroad trackage service is provided to Fertilizer Company) on that portion of the Refinery Parcel (the "***Railroad Trackage Easement Area (Refinery Parcel)***" legally described on Exhibit M attached hereto and generally depicted on the Aerial (the "***Railroad Trackage Easement (Refinery Parcel)***"); provided, however, and notwithstanding the foregoing provisions of this Section 2.3(G)(2), Refinery Company hereby grants Fertilizer Company an additional perpetual, non-exclusive easement and right (the "***Trackage Storage Easement***") to use for railroad car storage in connection with Fertilizer Plant's operations seventy five percent (75%) of the trackage constructed in 2006 within the "***Trackage Storage Area***", and the Parties hereby agree to reasonably cooperate with each other so as to be able to access and move their respective railroad cars and equipment stored on the Trackage Storage Area.

(H) **Parking Easement**. Refinery Company hereby grants to Fertilizer Company, for use by its employees, agents, contractors, licensees and lessees, as an appurtenance to the Fertilizer Parcel, for a term of fifty (50) years from the Effective Date hereof, a non-exclusive easement and right of use of the parking areas on the "***Refinery Shared Parking Area***" shown on the Aerial and legally described on Exhibit Q hereto for the parking of vehicles of Fertilizer Company and its employees, agents, employees, contractors, licensees and lessees, all in common with Refinery Company; provided, however, Refinery Company hereby agrees that no less than fifty (50) parking spaces on the Refinery Shared Parking Areas shall be exclusively available to Fertilizer Company at all times (the easement granted under this Section 2.3(H) is called the "***Parking Easement***").

(I) **Construction Buffer Zone Easements**. Currently, Refinery Company is using a designated portion of the buffer zone area owned by Fertilizer Company (the "***Construction Buffer Zone Easement Area***"), which area is legally described on Exhibit R, for construction staging in connection with the construction of certain improvements on the Refinery

Parcel (the"***Construction Buffer Zone Easement***"). It is agreed and understood that Fertilizer Company shall have the right to at any time terminate such use by Refinery Company upon giving no less that thirty (30) days prior written notice, and if such notice is so given, Refinery Company shall remove all of its equipment and other property within the Construction Buffer Zone Easement Area it is so using and shall restore such portion to the same condition as existed prior to Refinery Company's entry for staging purposes. Should either Party in the future grant to the other Party the right to stage construction on its respective buffer zone area, then unless otherwise expressly agreed between the Parties in writing to the contrary, such right shall likewise be terminable by the granting party upon thirty (30) days prior notice and the removal and restoration covenants set forth above in this Section 2.3(I) shall apply.

(J) **Additional Easements**. In order for the Parties to provide any and all other real property easement interests and rights of use necessary to fully effectuate the purpose and intent of the Service Agreements and without limiting the foregoing grants of Easements and the Easements granted below in Article 3 for the Interconnect Points, each of the Parties hereby grants to the other Party, to the extent an easement therefor is not otherwise granted herein, non-exclusive easements over and across the granting Party's Parcel for such purposes as may be reasonably necessary to carry out the purposes and intents of the Service Agreements (the "***Additional Easements***").

ARTICLE 3. INTERCONNECT POINTS AND EASEMENTS

3.1 **Interconnect Points; Definition**. There currently exist numerous pipelines, facilities and other production equipment which serve both the Fertilizer Plant and the Refinery or which provide for distribution of feedstocks between the Fertilizer Plant and Refinery and other uses and operations covered under the Services Agreements and which involve portions of both the Fertilizer Parcel and the Refinery Parcel. As used herein, the term "***Interconnect Points***" shall mean those designated points of demarcation of ownership and control for certain operations, equipment and facilities between the Fertilizer Plant and the Refinery located within the Shared Pipeline Easement Area, which points are depicted on the "**Interconnect Points Drawing**" attached hereto as Exhibit E. Fertilizer Company is hereby deemed to own such of its operations, equipment and facilities which are located at points beginning at the common boundary of the Fertilizer Parcel and the Shared Pipeline Easement Area and which extend to and connect with the Interconnect Points located on the Refinery Parcel.

3.2 **Rights to Connect at Interconnect Points**. As generally provided for in the Shared Pipeline Easement granted in Section 2.2 of this Agreement, and in order to effectuate the provisions of the Service Agreements, particularly the provisions of the Feedstock Agreement, each of Fertilizer Company and Refinery Company is hereby granted a non-exclusive easement in and right of use to connect, at the Interconnect Points, to the operations, equipment and facilities of the other Party, with the attendant rights to access, inspect, maintain, repair and replace such operations, equipment and facilities (collectively, the "***Connection Purposes***") (such easement and rights herein called the "***Interconnect Points Easement***"). The Interconnect Points Easement shall be deemed to cover all Interconnect Points, some of which are located on Parcel boundary lines and some of which are located within the interiors of the Parcels.

Furthermore, the Interconnect Easement includes an easement and right for any and all existing incidental encroachments of facilities, equipment and other improvements onto the other Party's Parcel and the right to access reasonably necessary portions of the other Party's Parcel immediately adjacent to Interconnect Points for Connection Purposes, subject to the terms of the Temporary Construction/Maintenance Easement granted in Section 2.2(E) of this Agreement.

3.3 **Future Interconnect Points**. The Parties acknowledge that there may be a need for additional Interconnect Points in the future as may be mutually agreed upon between the Parties, and the Parties hereby agree that the provisions of Sections 3.1 and 3.2 shall apply with respect to such future Interconnect Points.

ARTICLE 4. EASEMENT PROVISIONS — GENERAL

4.1 **Collective Definition — Easements**. The foregoing easements granted in Articles 2 and 3 hereof are collectively referred to herein as the "***Easements***", and each as an "***Easement***", within the various areas set forth herein in which the Easements are located, which are collectively referred to herein as the "***Easement Areas***", and each as an "***Easement Area***".

4.2 **Duration of Easements**.

(A) The duration of those Easements granted herein which are specified as being perpetual shall be perpetual (even though some of the Easements so specified as perpetual are also herein specifically stated as being for the purpose of carrying out one or more of the Service Agreements).

(B) Those Easements herein specifically stated as being granted to carry out the purposes and intent of one or more referenced Service Agreements (and not specifically stated to be perpetual or as being of a specific limited duration) shall be in effect concurrently with the term of such Service Agreement(s) and shall expire when the last of the Service Agreements to which such Easement pertains is no longer in effect pursuant to its terms.

(C) The duration of those Easements granted herein with a specified expiration date shall expire as of the date specified.

(D) All other Easements herein granted which do not fall within the provisions of Sections 4.2(A), (B) or (C) shall expire on the 50th anniversary of the Effective Date.

(E) Upon the expiration of an Easement, neither Party shall have any further liability under such Easement except as shall have arisen or accrued prior to such termination. Furthermore, an individual Easement granted herein shall be deemed terminated if such Easement is abandoned by a Party pursuant to applicable law. In the event that an Easement so expires or is deemed terminated as provided in this Section 4.2, upon the request of either Party, the Parties agree to execute a memorandum giving notice of such expiration or termination and to record such memorandum in the county real estate records.

4.3 **Reserved Rights; Modification of Easement Areas**. Each Party, as grantor, hereto reserves for itself the right from time to time to remove, relocate, expand, substitute and use, at its sole cost and expense, any building, improvement, structure, equipment, road, pipeline, curb cut, utility or other facility currently or hereafter existing on its Parcel within an applicable Easement Area; provided, however, that in no event shall the exercise of any of foregoing rights by a Party deprive or materially adversely affect or interfere with the use by the other Party hereto of the Easements herein granted to such other Party or the exercise of such other Party's rights thereunder.

4.4 **Service Agreements; Provision of Services**. The Parties intend that this Agreement and the Easements granted herein do not cover the specifics of the provision of the services (e.g., feedstock, coke, water, etc.) attendant to the purposes of the Easements. Instead, the Parties' agreements regarding the services themselves are detailed in the Service Agreements. Nothing in this Agreement shall be deemed to in any way modify, impair or otherwise limit the specific provisions or stated purposes of the Service Agreements.

4.5 **Maintenance — General**. With regard to those facilities, improvements and equipment of any kind, including pipelines, pipe racks and conduits, owned by a Party on its Parcel which are necessary to carry out the purposes of one or more Service Agreements or the Easements granted herein, Fertilizer Company and Refinery Company each agrees to maintain in good order and condition (with the term 'maintain', as used in this paragraph, hereby deemed inclusive of repairs and replacements, as necessary) at its sole cost and expense, those facilities, improvements and equipment located on its Parcel and owned by it. Each Party shall also maintain its facilities, equipment and other improvements up to the Interconnect Points therefor which are located from time to time on the other Party's Parcel. Notwithstanding the foregoing, neither Party has the obligation at any time to maintain facilities owned by the other Party, whether such facilities, equipment and other improvements are located on the other Party's Parcel or on a Party's own Parcel.

4.6 **Unavoidable Delay**. Neither Party shall be deemed to be in default in the performance of any obligation created under or pursuant to this Agreement, other than an obligation requiring the execution of documents or the payment of money, if and so long as non-performance of such obligation shall be directly caused by fire or other casualty, national emergency, governmental or municipal law or restrictions, enemy action, civil commotion, strikes, lockouts, inability to obtain labor or materials, war or national defense preemptions, acts of God, energy shortages, or similar causes beyond the reasonable control of such Party (each, an "***Unavoidable Delay***"), and the time limit for such performance shall be extended for a period equal to the period of such Unavoidable Delay; provided, however, that the Party unable to perform (the "***Non-Performing Party***") shall notify the other Party in writing, of the existence and nature of any Unavoidable Delay, within ten (10) days after such other Party has notified the Non-Performing Party pursuant to the Agreement of its failure to perform. Thereafter, the Non-Performing Party shall, from time to time upon written request of the other Party, keep the other Party fully informed, in writing, of all further developments concerning the Unavoidable Delay and its non-performance.

4.7 **Right of Self-Help**. If a Non-Performing Party shall default in its performance of an obligation under this Agreement, the other Party, (the "***Performing Party***"), in addition to all other remedies such Performing Party may have at law or in equity, after fifteen (15) days' prior written notice to Non-Performing Party and to any First Mortgage holder of whose interest Performing Party has actual knowledge (or in the event of an emergency, after giving such notice as is practical under the circumstances), may (but shall not be obligated to) perform Non-Performing Party's obligation, in which case Non-Performing Party shall promptly reimburse Performing Party upon demand for: (a) all reasonable expenses, including, but not limited to, attorneys' fees, incurred by Performing Party to so perform the cure and to prepare on the outstanding amount thereof; and (b) interest thereon from the date of expenditure thereof (until the date) at a rate equal to the lesser of: (i) two percent (2%) per annum over the then-current prime commercial rate of interest as published by the Wall Street Journal (or if no longer published, a comparable rate of a nationally recognized publication designated by Performing Party); or (ii) the highest rate permitted by applicable law to be paid by Non-Performing Party.

4.8 **Safety Measures**. Each Party hereto in the exercise of any of the Easement rights and interests granted to it hereunder shall take all safety and precautionary measures necessary to protect the other Party hereto and its Parcel and the improvements thereon from any injury or damage caused by the exercise of such rights and interests.

4.9 **Compliance with Laws**. In all Work required of a Party or otherwise allowed under this Agreement, and in connection with all entries by one Party onto the other Party's Parcel permitted hereunder, each Party's Work, entries and related actions of any kind shall comply with all applicable requirements, administrative and judicial orders, laws, statutes, ordinances, rules and regulations of all federal, state, county, municipal and local departments, commissions, boards, bureaus, agencies and offices thereof having or claiming jurisdiction.

4.10 **Plant Security; Rules and Restrictions**. Each Party hereto may, from time to time and with advance notice to and reasonable coordination with the other Party, impose reasonable rules and restrictions with regard to use of the various Easements within its Parcel which are herein granted to the other Party, specifically including, without limitation, reasonable security measures and restrictions which may be instituted from time to time by a Party within its Parcel; provided, however, that no rule or regulation imposed pursuant to this Section 4.10 shall materially interfere with a Party's ability as a grantee to effectively utilize an Easement granted in this Agreement.

4.11 **Temporary Closure of Easement Areas**. Each Party shall have the right from time to time and with advance notice to and reasonable coordination with the other Party (except in the event of an emergency, in which case advance notice need not be given) to temporarily close off and/or erect barriers across the Easement Areas located on its Parcel, as deemed reasonably necessary by the Party owning the servient Parcel under a given Easement, for the following purposes: (i) blocking off access to an area in order to avoid the possibility of dedicating the same for public use or creating prescriptive rights therein; and (ii) attending to security issues which threaten the industrial operations within an Easement Area. During the period of any such temporary closure, the Party taking the closing action shall use commercially

reasonable efforts to provide to the other Party such continuous alternate access and usage rights as are provided in the applicable Easement.

4.12 **Insurance**.

(A) Minimum Insurance. During the term of the Feedstock Agreement, Refinery Company and Fertilizer Company shall each carry the minimum insurance described below.

(1) Workers' compensation with no less than the minimum limits as required by applicable law.

(2) Employer's liability insurance with not less than the following minimum limits:

(i) Bodily injury by accident — $1,000,000 each accident;

(ii) Bodily injury by disease — $1,000,000 each employee; and

(iii) Bodily injury by disease — $1,000,000 policy limit.

(3) Commercial general liability insurance on ISO form CG 00 01 10 93 or an equivalent form covering liability from premises, operations, independent contractor, property damage, bodily injury, personal injury, products, completed operations and liability assumed under an insured contract, all on an occurrence basis, with limits of liability of not less than $1,000,000 combined single limits.

(4) Automobile liability insurance, on each and every unit of automobile equipment, whether owned, non-owned, hired, operated, or used by Refinery Company or Fertilizer Company or their employees, agents, contractors and/or their subcontractors covering injury, including death, and property damage, in an amount of not less than $1,000,000 per accident.

(5) Umbrella or excess liability insurance in the amount of $10,000,000 covering the risks and in excess of the limits set forth in Section 4.12(A)(2), (3) and (4) above.

(B) Additional Insurance Requirements. Refinery Company and Fertilizer Company shall each abide by the following additional insurance requirements with respect to all insurance policies required by Section 4.2(A), as follows:

(1) All insurance policies purchased and maintained in compliance with Section 4.12(A)(3), (4) and (5) above by a Party (the "***Insuring Party***"), as well as any other excess and/or umbrella insurance policies maintained by the Insuring Party, shall name the other Party and their collective directors, officers, partners, members, managers, general partners, agents, and employees as additional insureds, with respect to any claims related to losses caused by the Insuring Party's business activities or premises. Those policies referred to in Section 4.12(A)(3) shall be endorsed to provide that the coverage provided by the Insuring Party's insurance carriers shall always be primary coverage and non-contributing with respect to any insurance carried by the other Party with respect to any claims related to liability or losses caused by the Insuring Party's business activities or premises.

(2) The policies referred to in Section 4.12(A) above shall be endorsed to provide that underwriters and insurance companies of each of Refinery Company and Fertilizer Company shall not have any right of subrogation against the other Party or any of such other Party's directors, officers, members, managers, general partners, agents, employees, contractors, subcontractors, or insurers.

(3) The policies referred to in Section 4.12(A) shall be endorsed to also provide that 30 days prior written notice shall be given to the other Party in the event of cancellation, non-payment of premium, or material change in the policies.

(4) Each of Refinery Company and Fertilizer Company shall furnish the other, prior to the commencement of any operations under this Agreement, with a certificate or certificates, properly executed by its insurance carrier(s), showing all the insurance described in Section 4.12(A) to be in full force and effect.

(5) The Refinery Company and Fertilizer Company shall each be responsible for its own property and business interruption insurance.

(6) Notwithstanding the foregoing, the Parties acknowledge and agree that the insurance required by this Agreement may be purchased and maintained jointly by the Parties or their affiliates. If such insurance is purchased and maintained jointly and each Party is a named insured thereunder, then the requirements of Section 4.12(B)(1) — (5) will be deemed waived by the Parties.

4.13 **Title Matters; Mortgage Subordination; and Subsequent Grants**.

(A) The Easements and rights granted hereunder are made subject to any and all prior existing easements, grants, leases, licenses, agreements, encumbrances, defects and other matters and states of fact affecting the Parcels, or any part thereof, as of the Effective Date whether or not of record and the rights of others with respect thereto. Each Party, as grantee under the each of various Easements, agrees to abide by the terms of all matters of public record and of which it otherwise has notice binding upon the other Party, as the owner of the servient Parcel pursuant to such Easement(s).

(B) The liens of any future mortgage or deed of trust (a "***Mortgage***") on the Parcels and the interest of any entity holding the position of lessor on what is commonly referred to as a "sale-leaseback", "synthetic lease", or "lease-leaseback" transaction ("***S/L Lease***") are also hereby automatically subordinated to this Agreement.

(C) Amendments and other modifications to this Agreement shall be considered an extension of the rights granted herein and shall remain superior to any future mortgage, deed of trust or other encumbrance placed upon the property or appearing in title prior to such amendment or modification. Each of Fertilizer Company and Refinery Company, in its role as grantor, as applicable, agrees to promptly execute such instruments as may be required to confirm such priority.

(D) Each Party hereto shall have the continuing right to grant easements and other rights and interests in and to, and permit uses of the Parcel owned by it in favor of and by such other parties as each Party may deem appropriate; provided, however, that any such easements, rights, interests and uses shall be subject to the terms of this Agreement and the terms of the Easements granted herein and shall not materially interfere with the grantee Party's rights and usage of the Easements granted herein.

4.14 **Easement Appurtenant to Land under Common Ownership**. The Easements granted in this Agreement are appurtenant to the dominant estate Parcels as indicated herein and are also appurtenant to any land that may hereafter come into common ownership with the dominant estate Parcel thereunder which is contiguous thereto. Any areas physically separated from such dominant estate Parcel but having access thereto by means of a public right-of-way or a private easement (including the Easements granted herein) is deemed to be contiguous to such Parcel.

4.15 **Cooperation**. Each of the Parties acknowledges and agrees that upon reasonable request of the other, at the cost and expense of the requesting Party, each Party shall promptly and duly execute and deliver such reasonable documents and take such further reasonable action to acknowledge, confirm and effect the intent of, and actions described in, this Agreement and the Easements herein.

4.16 **Restoration**. If by reason of fire or other casualty, the improvements, pipelines, equipment or other facilities on a Party's Parcel which serve or benefit the operations on the Parcel of the other Party as set forth in this Agreement or in any of the Service Agreements shall be damaged or destroyed and such Party shall not be obligated by this Agreement to repair or restore such damaged or destroyed improvements, pipeline, equipment or other facilities, then the other Party shall have the right to go on such Party's Parcel and repair and restore the same at such other Party's sole cost and expense, but the work undertaken in doing so shall be deemed "Work" and be subject to the provisions of Section 2.2(E)(2), (3), (4) and (5).

ARTICLE 5. DISPUTES

5.1 **Resolution of Disputes.** The Parties shall in good faith attempt to resolve promptly and amicably any dispute between the Parties arising out of or relating to this Agreement (each a "***Dispute***") pursuant to this Article 5. The Parties shall first submit the Dispute to a designated Fertilizer Company representative and Refinery Company representative, who shall then meet within fifteen (15) days to resolve the Dispute. If the Dispute has not been resolved within forty-five (45) days after the submission of the Dispute to such representatives, the Dispute shall be submitted to a mutually agreed non-binding mediation. The costs and expenses of the mediator shall be borne equally by the Parties, and the Parties shall pay their own respective attorneys' fees and other costs. If the Dispute is not resolved by mediation within ninety (90) days after the Dispute is first submitted to the Refinery Company representative and the Fertilizer Company representative as provided above, then the Parties may exercise all available remedies and file all actions and proceedings in connection therewith.

5.2 **Multi-Party Disputes.** The Parties acknowledge that they or their respective affiliates contemplate entering or have entered into various additional agreements with third parties that relate to the subject matter of this Agreement and that, as a consequence, Disputes may arise hereunder that involve such third parties. Accordingly, the Parties agree, with the consent of such third parties, that any such Dispute, to the extent feasible, shall be resolved by and among all the interested parties consistent with the provisions of this Article 5.

ARTICLE 6. INDEMNIFICATION

6.1 **Indemnification Obligations.** To the extent not otherwise provided for in the Service Agreements, each of the Parties (each, an "***Indemnitor***") shall indemnify, defend and hold the other Party and its respective officers, directors, members, managers and employees (each, an "***Indemnitee***") harmless from and against all liabilities, obligations, claims, losses, damages, penalties, deficiencies, causes of action, costs and expenses, including, without limitation, attorneys' fees and expenses (collectively, "***Losses***") imposed upon, incurred by or asserted against the person seeking indemnification that are caused by, are attributable to, result from or arise out of the breach of this Agreement by the Indemnitor or the negligence or willful misconduct of the Indemnitor, or of any officers, directors, members, managers, employees, agents, contractors and/or subcontractors acting for or on behalf of the Indemnitor. Any indemnification obligation pursuant to this Article 6 with respect to any particular Losses shall be reduced by all amounts actually recovered by the Indemnitee from third parties, or from applicable insurance coverage, with respect to such Losses. Upon making any payment to any Indemnitee, the Indemnitor shall be subrogated to all rights of the Indemnitee against any third party in respect of the Losses to which such payment relates, and such Indemnitee shall execute upon request all instruments reasonably necessary to evidence and perfect such subrogation rights. If the Indemnitee receives any amounts from any third party or under applicable insurance coverage subsequent to an indemnification payment by the Indemnitor, then such Indemnitee shall promptly reimburse the Indemnitor for any payment made or expense incurred by such Indemnitor in connection with providing such indemnification payment up to the amount received by the Indemnitee, net of any expenses incurred by such Indemnitee in collecting such amount.

6.2 **Indemnification Procedures.**

(A) Promptly after receipt by an Indemnitee of notice of the commencement of any action that may result in a claim for indemnification pursuant to this Article 6, the Indemnitee shall notify the Indemnitor in writing within thirty (30) days thereafter; provided, however, that any omission to so notify the Indemnitor will not relieve it of any liability for indemnification hereunder as to the particular item for which indemnification may then be sought (except to the extent that the failure to give notice shall have been materially prejudicial to the Indemnitor) nor from any other liability that it may have to any Indemnitee. The Indemnitor shall have the right to assume sole and exclusive control of the defense of any claim for indemnification pursuant to this Article 6, including the choice and direction of any legal counsel.

(B) An Indemnitee shall have the right to engage separate legal counsel in any action as to which indemnification may be sought under any provision of this Agreement and to

participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnitee unless: (i) the Indemnitor has agreed in writing to pay such fees and expenses; (ii) the Indemnitor has failed to assume the defense thereof and engage legal counsel within a reasonable period of time after being given the notice required above; or (iii) the Indemnitee shall have been advised by its legal counsel that representation of such Indemnitee and other parties by the same legal counsel would be inappropriate under applicable standards of professional conduct (whether or not such representation by the same legal counsel has been proposed) due to actual or potential conflicts of interests between them. It is understood, however, that to the extent more than one Indemnitee is entitled to engage separate legal counsel at the Indemnitor's expense pursuant to clause (iii) above, the Indemnitor shall, in connection with any one such action or separate but substantially similar or related actions in the same jurisdiction arising out of the same general allegations or circumstances, be liable for the reasonable fees and expenses of only one separate firm of attorneys at any time for all such Indemnitees having the same or substantially similar claims against the Indemnitor, unless but only to the extent the Indemnitees have actual or potential conflicting interests with each other.

(C) The Indemnitor shall not be liable for any settlement of any action effected without its written consent, but if settled with such written consent, or if there is a final judgment against the Indemnitee in any such action, the Indemnitor agrees to indemnify and hold harmless the Indemnitee to the extent provided above from and against any loss, claim, damage, liability or expense by reason of such settlement or judgment.

6.3 **Survival.** The provisions of this Article 6 shall survive the termination of this Agreement.

6.4 **Service Agreements Indemnification**. Notwithstanding anything to the contrary set forth above in Section 6.1, (i) the intent of the Parties with regard to indemnification matters under this Agreement is that they are not duplicative of the indemnification obligations set forth in the Service Agreements; and (ii) to the extent an indemnity matter is otherwise covered by a Service Agreement, the Service Agreement indemnification obligation shall govern and control, and this Article 6 shall have no force or effect with respect to that particular indemnity matter. The indemnification obligations hereunder shall not under any circumstance be deemed to create overlapping or duplicative indemnification obligations for the Parties.

ARTICLE 7. FINANCING REQUIREMENTS

If, in connection with either Party obtaining financing for its respective Parcel, a banking, insurance or other recognized institutional lender shall request any modification(s) to this Agreement as a condition to such financing, the Parties covenant and agree to make such modifications to this Agreement as reasonably requested by such financing party (including the creation of such instrument (in recordable form to the extent required)) provided that such modification(s) do not increase the obligations or reduce the rights of the Parties or adversely (other than in a de minimis respect) affect the Easement interests, rights and privileges granted herein, the Parties' rights under the Service Agreements, or either Party's right to otherwise

improve, construct, use, operate and maintain its respective Parcel and the improvements, equipment and facilities thereon.

ARTICLE 8. NO LIENS OR ENCUMBRANCES

Each of the Parties, in its role as a grantee, hereby covenants that it shall not, as a result of any act or omission of, directly or indirectly, create, incur, assume or suffer to exist any liens on or with respect to its respective Easement interests and rights of use in the Fertilizer Parcel or the Refinery Parcel, respectively, if such lien shall have or may gain superiority over this Agreement. Each Party shall promptly notify the other Party of the imposition of any such liens not permitted above of which it is aware and shall promptly, at its own expense, take such action as may be necessary to immediately fully discharge or release any such lien of record by payment, bond or otherwise (but this shall not preclude a contest of such lien so long as the same shall be removed of record).

ARTICLE 9. SUCCESSORS AND ASSIGNS; TRANSFER OF INTERESTS

This Agreement shall extend to and be binding upon the Parties hereto, their successors, grantees and assigns. Any party who shall succeed to the fee simple ownership interest in a Parcel shall, at the time of such transfer, be automatically deemed to have assumed all obligations of the transferring Party under this Agreement with regard to such Parcel, and the transferring Party shall be released from all obligations of such Party under this Agreement which arise after the date of such transfer; provided, however, that a transferring Party shall retain liability for all obligations under this Agreement which arose prior to the transfer date.

ARTICLE 10. NOTICES

All notices, requests, correspondence, information, consents and other communications to either of the Parties required or permitted under this Agreement shall be in writing and shall be given by personal service or by facsimile, overnight courier service, or certified mail with postage prepaid, return receipt requested, properly addressed to such Party and shall be effective upon receipt. For purposes hereof, the proper address of the Parties will be the address stated beneath the corresponding Party's name below, or at the most recent address given to the other Party hereto by notice in accordance with this Article 10:

If to Refinery Company, to:

Coffeyville Resources Refining
& Marketing, LLC

400 N. Linden St., P.O. Box 1566
Coffeyville, Kansas 67337
Attention: Executive Vice President,
Refining Operations
Facsimile: (620) 251-1456

With a copy to:

Edmund S. Gross
Senior Vice President and General Counsel

CVR Energy, Inc.
10 E. Cambridge Circle, Ste. 250
Kansas City, Kansas 66103
Facsimile: (913) 982-5651

If to Fertilizer Company, to:

Coffeyville Resources Nitrogen
Fertilizers, LLC

701 E. Martin St., P.O. Box 5000
Coffeyville, Kansas 67337
Attention: Executive Vice President and
Fertilizer General Manager
Facsimile: (620) 252-4357

With a copy to:

Edmund S. Gross
Senior Vice President and General Counsel

CVR Energy, Inc.
10 E. Cambridge Circle, Ste. 250
Kansas City, Kansas 66103
Facsimile: (913) 982-5651

or such other addresses as either Party designates by registered or certified mail addressed to the other Party.

ARTICLE 11. GOVERNING LAW AND VENUE

THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF KANSAS WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES OF SAID STATE. THE PARTIES AGREE THAT ANY ACTION BROUGHT IN CONNECTION WITH THIS AGREEMENT MAY BE MAINTAINED IN ANY COURT OF COMPETENT JURISDICTION LOCATED IN THE STATE OF KANSAS, AND EACH PARTY AGREES TO SUBMIT PERSONALLY TO THE JURISDICTION OF ANY SUCH COURT AND HEREBY WAIVES THE DEFENSES OF FORUM NON-CONVENIENS OR IMPROPER VENUE WITH RESPECT TO ANY ACTION BROUGHT IN ANY SUCH COURT IN CONNECTION WITH THIS AGREEMENT.

ARTICLE 12. MISCELLANEOUS

12.1 **Running of Benefits and Burdens**. All provisions of this Agreement, including the benefits and burdens set forth herein with respect to the Fertilizer Parcel and the Refinery Parcel, respectively, shall run with the land.

12.2 **No Prescriptive Rights or Adverse Possession**. Each Party agrees that its past, present, or future use of its respective Easement interests and rights of usage granted herein shall not be deemed to permit the creation or further the existence of prescriptive easement rights or the procurement of title by adverse possession with respect to all or any portion of either Party's Parcel.

12.3 **Costs of Performance**. It is the general intent and agreement of the Parties that, except as otherwise expressly provided in this Agreement, Fertilizer Company shall pay the costs of performing its obligations and exercising its rights hereunder, and Refinery Company shall pay the costs of performing its obligations and exercising its rights hereunder.

12.4 **Headings**. The headings used in this Agreement are for convenience only and shall not constitute a part of this Agreement.

12.5 **No Joint Venture**. The Parties acknowledge and agree that neither Party, by reason of this Agreement, shall be an agent, employee or representative of the other with respect to any matters relating to this Agreement, unless specifically provided to the contrary in writing by the other Party. This Agreement shall not be deemed to create a partnership or joint venture of any kind between Refinery Company and Fertilizer Company.

12.6 **Attorneys' Fees**. If suit is brought to enforce this Agreement, the prevailing Party in such action shall be, unless precluded by law, entitled to recover its litigation expenses from the other Party, including its reasonable attorneys' fees and costs.

12.7 **Amendments**. This Agreement may not be amended, modified or waived except by a writing signed by all Parties to this Agreement that specifically references this Agreement and specifically provides for an amendment, modification or waiver of this Agreement.

12.8 **Construction and Severability**. Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and in accordance with industry standards and not strictly for or against either Party. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

12.9 **No Waiver**. The waiver by either Party of any breach of any term, covenant or condition contained in this Agreement shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or of any other term, covenant or condition contained in this Agreement. No term, covenant or condition of this Agreement will be deemed to have been waived unless such waiver is in writing.

12.10 **Third-Party Beneficiaries**. Except as expressly provided herein, none of the provisions of this Agreement are intended for the benefit of any person except the Parties and their respective successors and assigns.

12.11 **Entire Agreement**. This Agreement, including all Exhibits hereto, together with the Service Agreements, constitutes the entire, integrated agreement between the Parties regarding the subject matter hereof and supersedes any and all prior and contemporaneous agreements (including the Original Agreement), representations and understandings of the Parties, whether written or oral.

12.12 **Counterparts**. This Agreement may be signed in multiple counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one instrument.

12.13 **Exhibits**. Attached hereto and forming a part of this Agreement by this reference are the following Exhibits:

EXHIBIT A — Legal Description of the Fertilizer Parcel

EXHIBIT B — Legal Description of the Refinery Parcel

EXHIBIT C — Aerial

EXHIBIT D — Legal Description of Shared Pipeline Easement Area

EXHIBIT E — Interconnect Points Drawing

EXHIBIT F — Legal Description of Area for Pipe Rack Easement Area

EXHIBIT G — Legal Description of Coke Conveyor Belt Easement Area

EXHIBIT H — Legal Description of Sunflower Street Pipeline Crossing Easement Area (Fertilizer Parcel)

EXHIBIT I — Legal Description of Sunflower Street Pipeline Crossing Easement Area (Refinery Parcel)

EXHIBIT J — Legal Description of East Tank Farm Roadway Area (Fertilizer Parcel)

EXHIBIT K — Legal Description of East Tank Farm Area (Refinery Parcel)

EXHIBIT L — Legal Description of Railroad Trackage Easement Area (Fertilizer Parcel)

EXHIBIT M — Legal Description of Railroad Trackage Easement Area (Refinery Parcel)

EXHIBIT N — Legal Description of Fertilizer Company Clarifier Tract

EXHIBIT O — Fertilizer Water Pipeline Easement Area

EXHIBIT P — Legal Description of Coke Haul Road

EXHIBIT Q — Legal Description of Refinery Shared Parking Area

EXHIBIT R — Legal Description of Construction Buffer Zone Easement Area

Signature Page
to
Cross Easement Agreement

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first set forth above.

COFFEYVILLE RESOURCES
REFINING & MARKETING, LLC,
a Delaware limited liability company

By: /s/ Robert W. Haugen
Name: Robert W. Haugen
Title: Executive Vice President, Refining Operations

STATE OF TEXAS)
) ss:
COUNTY OF FORT BEND)

On this 6th day of April, 2011, before me, a Notary Public in and for said County and State, personally appeared Robert W. Haugen, Executive Vice President, Refining Operations of Coffeyville Resources Refining & Marketing, LLC, a Delaware limited liability company, known to me to be the person who executed the foregoing instrument in behalf of said limited liability company and acknowledged to me that he/she executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year last above written.

/s/ Kim R. Oliver
Notary Public
(Notarial Seal) Printed name: Kim R. Oliver

My Commission Expires: 4-17-2013

Signature Page
to
Cross Easement Agreement

COFFEYVILLE RESOURCES NITROGEN FERTILIZERS, LLC,
a Delaware limited liability company

By: /s/ Kevan A. Vick
Name: Kevan A. Vick
Title: Executive Vice President and Fertilizer General Manager

STATE OF KANSAS)
) ss:
COUNTY OF MONTGOMERY)

On this 7th day of April, 2011, before me, a Notary Public in and for said County and State, personally appeared Kevan A. Vick, Executive Vice President and Fertilizer General Manager of Coffeyville Resources Nitrogen Fertilizers, LLC, a Delaware limited liability company, known to me to be the person who executed the foregoing instrument in behalf of said limited liability company and acknowledged to me that he/she executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year last above written.

/s/ Jennifer E. Woodward
Notary Public
(Notarial Seal) Printed name: Jennifer E. Woodward

My Commission Expires: 01/23/2014

EXHIBIT A

Legal Description of the Fertilizer Parcel

NEW NITROGEN UNIT (PARCELS 2, 3, 4, 7, 8, 8A & 9)

A PART OF COFFEYVILLE HEIGHTS ADDITION TO THE CITY OF COFFEYVILLE, PART OF MONTGOMERY'S ADDITION TO THE CITY OF COFFEYVILLE, PART OF THE FORMER UNION PACIFIC RAILROAD RIGHT-OF-WAY, AND PART OF THE NE/4 OF SECTION 36, TOWNSHIP 34 SOUTH, RANGE 16 EAST, MONTGOMERY COUNTY, KANSAS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID NE/4; THENCE ON AN ASSUMED BEARING OF S00°00'00"E ALONG THE EAST LINE OF SAID NE/4 A DISTANCE OF 200.17 FEET TO THE NORTHERLY LINE OF THE FORMER UNION PACIFIC RAILROAD RIGHT-OF-WAY; THENCE S59°30'09"W ALONG SAID NORTHERLY LINE A DISTANCE OF 1007.15 FEET TO THE TRUE POINT OF BEGINNING; THENCE S00°00'00"E A DISTANCE OF 304.05 FEET; THENCE S88°14'41"E A DISTANCE OF 158.79 FEET; THENCE S00°00'00"E A DISTANCE OF 6.77 FEET; THENCE N90°00'00"E A DISTANCE OF 25.00 FEET; THENCE N00°00'00"W A DISTANCE OF 6.00 FEET; THENCE S88°14'40"E A DISTANCE OF 245.71 FEET; THENCE S12°15'53"E A DISTANCE OF 11.77 FEET; THENCE S82°32'25"E A DISTANCE OF 43.08 FEET; THENCE S00°00'00"E A DISTANCE OF 33.41 FEET; THENCE S90°00'00"W A DISTANCE OF 14.72 FEET; THENCE S86°44'02"W A DISTANCE OF 368.60 FEET; THENCE S00°00'00"E A DISTANCE OF 25.00 FEET; THENCE N90°00'00"E A DISTANCE OF 20.00 FEET; THENCE S00°31'37"E A DISTANCE OF 197.51 FEET; THENCE N90°00'00"E A DISTANCE OF 165.00 FEET; THENCE S00°00'00"E A DISTANCE OF 24.03 FEET; THENCE N90°00'00"E A DISTANCE OF 249.97 FEET; THENCE N00°00'00"W A DISTANCE OF 18.64 FEET; THENCE N90°00'00"E A DISTANCE OF 51.39 FEET; THENCE S00°00'00"E A DISTANCE OF 15.00 FEET; THENCE N90°00'00"E A DISTANCE OF 56.01 FEET; THENCE S00°00'00"E A DISTANCE OF 169.40 FEET; THENCE N89°00'00"W A DISTANCE OF 636.08 FEET; THENCE S00°00'00"E A DISTANCE OF 377.30 FEET TO THE CENTERLINE OF MARTIN STREET; THENCE N89°14'03"W ALONG SAID CENTERLINE A DISTANCE OF 60.59 FEET; THENCE CONTINUING ALONG SAID CENTERLINE, N89°22'21"W A DISTANCE OF 608.53 FEET; THENCE CONTINUING ALONG SAID CENTERLINE, N89°29'08"W A DISTANCE OF 40.11 FEET TO THE CENTERLINE OF PINE STREET; THENCE S00°00'14"W ALONG THE CENTERLINE OF SAID PINE STREET A DISTANCE OF 35.18 FEET; THENCE N89°33'26"W A DISTANCE OF 40.15 FEET TO THE NE CORNER OF BLOCK 6 OF SAID MONTGOMERY'S ADDITION; THENCE N89°13'09"W ALONG THE NORTH LINE OF SAID BLOCK 6 A DISTANCE OF 399.88 FEET TO THE NW CORNER OF SAID BLOCK 6; THENCE N89°05'43"W A DISTANCE OF 79.80 FEET TO THE NE CORNER OF BLOCK 5 OF SAID MONTGOMERY'S ADDITION; THENCE N00°08'24"E A DISTANCE OF 69.57 FEET TO THE SE CORNER OF BLOCK 10 OF SAID MONTGOMERY'S ADDITION; THENCE N00°00'00"W A DISTANCE OF 277.85 FEET TO THE SOUTHERLY LINE OF THE FORMER UNION PACIFIC RAILROAD RIGHT-OF-WAY; THENCE N15°00'43"W A DISTANCE OF 104.03 FEET TO THE NORTHERLY LINE OF THE FORMER UNION PACIFIC RAILROAD RIGHT-OF-WAY; THENCE N30°29'51"W A DISTANCE OF 20.00

FEET; THENCE N59°30’09”E A DISTANCE OF 465.00 FEET; THENCE S30°29’51”E A DISTANCE OF 20.00 FEET TO SAID NORTHERLY LINE OF THE FORMER UNION PACIFIC RAILROAD RIGHT-OF-WAY; THENCE N59°30’09”E ALONG SAID NORTHERLY LINE A DISTANCE OF 32.23 FEET; THENCE S00°01’28”E A DISTANCE OF 276.43 FEET; THENCE N90°00’00”E A DISTANCE OF 365.00 FEET; THENCE N00°00’00”W A DISTANCE OF 491.48 FEET TO SAID NORTHERLY LINE OF THE FORMER UNION PACIFIC RAILROAD RIGHT-OF-WAY; THENCE N59°30’09”E ALONG SAID NORTHERLY LINE A DISTANCE OF 536.40 FEET TO THE POINT OF BEGINNING.

AND

“LOADING DOCK”

A PART OF COFFEYVILLE HEIGHTS ADDITION TO THE CITY OF COFFEYVILLE AND A PART OF THE NE/4 OF SECTION 36, T34S, R16E, MONTGOMERY COUNTY, KANSAS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NE CORNER OF THE NE/4 OF SAID SECTION 36; THENCE ON AN ASSUMED BEARING OF S00°00’00”E ALONG THE EAST LINE OF SAID NE/4 A DISTANCE OF 316.23 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD; THENCE S59°30’09”W ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 34.82 FEET TO THE WEST RIGHT-OF-WAY LINE OF SUNFLOWER STREET; THENCE S00°00’00”E ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 1148.43 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, S00°05’12”E A DISTANCE OF 60.63 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, S00°05’12”E A DISTANCE OF 12.01 FEET TO THE NE CORNER OF BLOCK 12 OF SAID COFFEYVILLE HEIGHTS ADDITION; THENCE CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE AND THE EAST LINE OF SAID BLOCK 12, S00°00’48”W A DISTANCE OF 267.47 FEET; THENCE LEAVING SAID WEST RIGHT-OF-WAY LINE AND THE EAST LINE OF SAID BLOCK 12, N38°21’27”W A DISTANCE OF 131.96 FEET; THENCE N00°00’00”W A DISTANCE OF 176.00 FEET; THENCE N90°00’00”E A DISTANCE OF 81.94 FEET TO THE POINT OF BEGINNING.

AND

“CLARIFIER TRACT”

A PART OF THE SE/4 OF SECTION 25, T34S, R16E, MONTGOMERY COUNTY, KANSAS, DESCRIBED AS FOLLOWS: COMMENCING AT THE SE CORNER OF SAID SE/4; THENCE ON AN ASSUMED BEARING OF N00°22’55”E ALONG THE EAST LINE OF SAID SE/4 A DISTANCE OF 1285.62 FEET; THENCE S90°00’00”W A DISTANCE OF 1774.69 FEET TO THE TRUE POINT OF BEGINNING; THENCE N76°25’09”W A DISTANCE OF 25.41 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF THE A.T.&S.F. RAILROAD; THENCE N13°34’51”E ALONG SAID EASTERLY RIGHT-OF-

WAY LINE A DISTANCE OF 298.51 FEET; THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY LINE, S67°00’00”E A DISTANCE OF 101.78 FEET; THENCE S18°00’36”W A DISTANCE OF 62.14 FEET; THENCE S11°06’08”E A DISTANCE OF 70.97 FEET; THENCE SOUTHWESTERLY ON A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 450.00 FEET AND A CENTRAL ANGLE OF 23°41’14” A DISTANCE OF 186.04 FEET TO THE POINT OF BEGINNING.

AND

NEW FERTILIZER STORAGE AREA (PARCELS 6 & 10)

A PART OF THE NW/4 OF SECTION 31, T34S, R17E, MONTGOMERY COUNTY, KANSAS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NW CORNER OF SAID NW/4; THENCE ON AN ASSUMED BEARING OF S00°00’00”E ALONG THE WEST LINE OF SAID NW/4 A DISTANCE OF 1013.07 FEET TO THE SW CORNER OF THE NORTH 75 ACRES OF LOTS 2 AND 3 OF SAID SECTION 31; THENCE S86°24’15”E ALONG THE SOUTH LINE OF SAID NORTH 75 ACRES OF LOTS 2 AND 3 A DISTANCE OF 30.06 FEET TO THE EAST RIGHT-OF-WAY LINE OF SUNFLOWER STREET AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG THE SOUTH LINE OF SAID NORTH 75 ACRES OF LOTS 2 AND 3, S86°24’15”E A DISTANCE OF 3049.00 FEET MORE OR LESS TO THE CENTERLINE OF THE VERDIGRIS RIVER; THENCE ALONG THE APPROXIMATE CENTERLINE OF SAID VERDIGRIS RIVER THE FOLLOWING COURSES: S15°13’05”W A DISTANCE OF 90.34 FEET; THENCE S03°03’48”W A DISTANCE OF 488.35 FEET; THENCE LEAVING SAID CENTERLINE OF THE VERDIGRIS RIVER S89°44’00”W A DISTANCE OF 2993.22 FEET MORE OR LESS TO THE EAST RIGHT-OF-WAY LINE OF SUNFLOWER STREET; THENCE N00°00’00”W A DISTANCE OF 779.98 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

Legal Description of the Refinery Parcel

TRACT EAST OF SUNFLOWER STREET

ALL OF LOTS 2, 3, 4 AND 5, SECTION 31, T34S, R17E, MONTGOMERY COUNTY, KANSAS, LYING WEST OF THE CENTERLINE OF THE VERDIGRIS RIVER, EXCEPT THE FOLLOWING DESCRIBED TRACTS: THE NORTH 75 ACRES OF SAID LOTS 2 AND 3; AND EXCEPT A TRACT COMMENCING AT THE SOUTHWEST CORNER OF LOT 4, THENCE NORTH 400 FEET, THENCE EAST 425 FEET, THENCE SOUTH APPROXIMATELY 420 FEET (426.46' MEASURED) TO THE SOUTH BOUNDARY OF SAID LOT 4, THENCE WEST (425.82' MEASURED) TO THE PLACE OF BEGINNING: AND EXCEPT A TRACT DESCRIBED AS FOLLOWS IN A GENERAL WARRANTY DEED DATED JULY 1, 1976, FROM GEORGE W. MULLER AND FERRIS M. MULLER, HUSBAND AND WIFE, TO CRA, INC., RECORDED IN BOOK 353 OF DEEDS, PAGE 19: COMMENCING AT A POINT 538 FEET SOUTH OF THE NORTHWEST CORNER OF LOT 4, SECTION 31, TOWNSHIP 34 SOUTH, RANGE 17 EAST IN THE PRESENT WEST FENCE LINE OF SAID LOT 4, THENCE SOUTH 75 FEET ALONG SAID FENCE, THENCE EAST 20 FEET, THENCE NORTH 75 FEET, THENCE WEST 20 FEET TO THE POINT OF BEGINNING; AND EXCEPT A TRACT DESCRIBED AS FOLLOWS IN SAID LAST-MENTIONED GENERAL WARRANTY DEED: COMMENCING IN CENTER OF VERDIGRIS RIVER 21 RODS NORTH OF SOUTH LINE OF SAID LOT 5, THENCE WEST AND SOUTHWESTERLY ALONG LEFT BANK OF RAVINE 33 FEET FROM CENTER OF RAVINE TO SOUTH LINE OF LOT 5, THENCE EAST ALONG SOUTH LINE OF LOT 5 TO CENTER OF VERDIGRIS RIVER, UP RIVER TO BEGINNING.

AND EXCEPT:

"FERTILIZER STORAGE"

A PART OF THE NW/4 OF SECTION 31, T34S, R17E, MONTGOMERY COUNTY, KANSAS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NW CORNER OF SAID NW/4; THENCE ON AN ASSUMED BEARING OF S00°00'00"E ALONG THE WEST LINE OF SAID NW/4 A DISTANCE OF 1013.07 FEET TO THE SW CORNER OF THE NORTH 75 ACRES OF LOTS 2 AND 3 OF SAID SECTION 31; THENCE S86°24'15"E ALONG THE SOUTH LINE OF SAID NORTH 75 ACRES OF LOTS 2 AND 3 A DISTANCE OF 30.06 FEET TO THE EAST RIGHT-OF-WAY LINE OF SUNFLOWER STREET AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG THE SOUTH LINE OF SAID NORTH 75 ACRES OF LOTS 2 AND 3, S86°24'15"E A DISTANCE OF 3049.00 FEET MORE OR LESS TO THE CENTERLINE OF THE VERDIGRIS RIVER; THENCE ALONG THE APPROXIMATE CENTERLINE OF SAID VERDIGRIS RIVER THE FOLLOWING COURSES: S15°13'05"W A DISTANCE OF 90.34 FEET; THENCE S03°03'48"W A DISTANCE OF 488.35 FEET; THENCE LEAVING SAID CENTERLINE OF THE VERDIGRIS RIVER S89°44'00"W A DISTANCE OF 2993.22 FEET MORE OR LESS TO

THE EAST RIGHT-OF-WAY LINE OF SUNFLOWER STREET; THENCE N00°00’00”W A DISTANCE OF 779.98 FEET TO THE POINT OF BEGINNING.

TRACT NORTH OF FORMER UNION PACIFIC RAILROAD

ALL THAT PART OF THE SE/4 OF SECTION 25, TOWNSHIP 34, RANGE 16 EAST OF THE 6TH P.M., LYING WEST OF THE WESTERLY RIGHT-OF-WAY LINE AND NORTH OF THE NORTHERLY RIGHT-OF-WAY LINE OF THE ATCHISON, TOPEKA AND SANTA FE RAILROAD, EXCEPT 3 ACRES IN THE NORTHWEST CORNER AS EXCEPTED FROM A GENERAL WARRANTY DEED DATED AUGUST 23, 1951, FROM R.L. EDWARDS AND MILDRED EDWARDS, HUSBAND AND WIFE, TO THE COOPERATIVE REFINERY ASSOCIATION, RECORDED IN BOOK 245 OF DEEDS, PAGE 586, IN THE REGISTER OF DEEDS OFFICE OF MONTGOMERY COUNTY, KANSAS.

AND

ALL THAT PART OF THE E/2 OF SECTION 25 AND ALL THAT PART OF THE NE/4 OF SECTION 36 LYING EAST OF THE EASTERLY RIGHT-OF-WAY LINE OF THE ATCHISON, TOPEKA AND SANTE FE RAILROAD AND NORTH OF THE NORTHERLY RIGHT-OF-WAY LINE OF THE FORMER MISSOURI-KANSAS-TEXAS RAILROAD (NOW UNION PACIFIC RAILROAD), ALL IN TOWNSHIP 34, RANGE 16, MONTGOMERY COUNTY, KANSAS.

AND EXCEPT:

A PART OF THE NE/4 OF SECTION 36, TOWNSHIP 34 SOUTH, RANGE 16 EAST, MONTGOMERY COUNTY, KANSAS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID NE/4; THENCE ON AN ASSUMED BEARING OF S00°00’00”E ALONG THE EAST LINE OF SAID NE/4 A DISTANCE OF 563.00 FEET; THENCE N90°00’00”W A DISTANCE OF 1992.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE N84°14’00”W A DISTANCE OF 100.00 FEET; THENCE N05°46’00”E A DISTANCE OF 50.00 FEET; THENCE S84°14’00”E A DISTANCE OF 100.00 FEET; THENCE S05°46’00”W A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

AND EXCEPT THAT PART DESCRIBED AS FOLLOWS:

“CLARIFIER TRACT”

A PART OF THE SE/4 OF SECTION 25, T34S, R16E, MONTGOMERY COUNTY, KANSAS, DESCRIBED AS FOLLOWS: COMMENCING AT THE SE CORNER OF SAID SE/4; THENCE ON AN ASSUMED BEARING OF N00°22’55”E ALONG THE EAST LINE OF SAID SE/4 A DISTANCE OF 1285.62 FEET; THENCE S90°00’00”W A DISTANCE OF 1774.69 FEET TO THE TRUE POINT OF BEGINNING; THENCE N76°25’09”W A

DISTANCE OF 25.41 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF THE A.T.&S.F. RAILROAD; THENCE N13°34’51”E ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 298.51 FEET; THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY LINE, S67°00’00”E A DISTANCE OF 101.78 FEET; THENCE S18°00’36”W A DISTANCE OF 62.14 FEET; THENCE S11°06’08”E A DISTANCE OF 70.97 FEET; THENCE SOUTHWESTERLY ON A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 450.00 FEET AND A CENTRAL ANGLE OF 23°41’14” A DISTANCE OF 186.04 FEET TO THE POINT OF BEGINNING.

TRACT SOUTH OF FORMER UNION PACIFIC RAILROAD AND NORTH OF MARTIN STREET

A PART OF COFFEYVILLE HEIGHTS ADDITION TO THE CITY OF COFFEYVILLE, PART OF MONTGOMERY’S ADDITION TO THE CITY OF COFFEYVILLE, AND PART OF THE NE/4 OF SECTION 36, T34S, R16E, MONTGOMERY COUNTY, KANSAS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NE CORNER OF THE NE/4 OF SAID SECTION 36; THENCE ON AN ASSUMED BEARING OF S00°00’00”E ALONG THE EAST LINE OF SAID NE/4 A DISTANCE OF 316.23 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD; THENCE S59°30’09”W ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 34.82 FEET TO THE WEST RIGHT-OF-WAY LINE OF SUNFLOWER STREET AND THE TRUE POINT OF BEGINNING; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE OF SUNFLOWER STREET THE FOLLOWING BEARINGS AND DISTANCES: THENCE S00°00’00”E A DISTANCE OF 1148.43 FEET; THENCE S00°05’12”E A DISTANCE OF 72.64 FEET; THENCE S00°00’48”E A DISTANCE OF 300.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF MARTIN STREET; THENCE N89°11’00”W ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 439.35 FEET TO THE WEST RIGHT-OF-WAY LINE OF ASH STREET; THENCE S02°06’58”E ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 35.21 FEET TO THE CENTER OF MARTIN STREET; THENCE ALONG THE CENTER OF SAID MARTIN STREET THE FOLLOWING BEARINGS AND DISTANCES: THENCE N89°13’34”W A DISTANCE OF 399.88 FEET; THENCE N89°14’03”W A DISTANCE OF 60.59 FEET; THENCE N89°22’21”W A DISTANCE OF 608.53 FEET; THENCE N89°29’08”W A DISTANCE OF 40.11 FEET TO THE CENTERLINE OF PINE STREET; THENCE S00°00’14”W ALONG THE CENTERLINE OF SAID PINE STREET A DISTANCE OF 35.18 FEET; THENCE N89°33’26”W A DISTANCE OF 40.15 FEET TO THE NE CORNER OF BLOCK 6 OF SAID MONTGOMERY’S ADDITION; THENCE N89°13’09”W ALONG THE NORTH LINE OF SAID BLOCK 6 A DISTANCE OF 399.88 FEET TO THE NW CORNER OF SAID BLOCK 6; THENCE N89°05’43”W A DISTANCE OF 79.80 FEET TO THE NE CORNER OF BLOCK 5 OF SAID MONTGOMERY’S ADDITION; THENCE N00°08’24”E A DISTANCE OF 34.78 FEET TO THE CENTERLINE OF SAID MARTIN STREET; THENCE N89°13’15”W ALONG SAID CENTERLINE A DISTANCE OF 200.14 FEET TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 2, BLOCK 10, OF SAID MONTGOMERY’S ADDITION; THENCE LEAVING THE CENTERLINE OF SAID MARTIN STREET, N00°22’34”E ALONG THE EXTENSION OF AND THE EAST LINE OF SAID LOT 2 A DISTANCE OF

163.74 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID UNION PACIFIC RAILROAD; THENCE NORTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 1500.00 FEET AND A CENTRAL ANGLE OF 10°30’27”, A DISTANCE OF 275.09 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, N59°30’09”E A DISTANCE OF 2370.80 FEET TO THE POINT OF BEGINNING.

AND

ALL THAT PART OF THE FORMER UNION PACIFIC RAILROAD RIGHT-OF-WAY LYING WEST OF THE WEST RIGHT-OF-WAY LINE OF SUNFLOWER STREET AND LYING EAST OF THE EASTERLY RIGHT-OF-WAY LINE OF THE A.T.&S.F. RAILROAD IN THE NE/4 OF SECTION 36, TOWNSHIP 34 SOUTH, RANGE 16 EAST OF THE 6TH P.M., MONTGOMERY COUNTY, KANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID NE/4; THENCE ON AN ASSUMED BEARING OF S00°00’00”E ALONG THE EAST LINE OF SAID NE/4 A DISTANCE OF 200.17 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF THE FORMER UNION PACIFIC RAILROAD; THENCE S59°30’09”W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 34.82 FEET TO THE WEST RIGHT-OF-WAY LINE OF SUNFLOWER STREET AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING S59°30’09”W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 2429.70 FEET; THENCE SOUTHWESTERLY ON A CURVE TO THE LEFT HAVING A RADIUS OF 1600.00 FEET, A CHORD WHICH BEARS S49°43’27”W, A CHORD DISTANCE OF 543.47 FEET AND AN ARC LENGTH OF 546.12 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF THE A.T.&S.F. RAILROAD; THENCE S13°34’51”W ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 269.10 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF THE FORMER UNION PACIFIC RAILROAD; THENCE ON A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1500.00 FEET, A CHORD WHICH BEARS N45°05’58”E, A CHORD DISTANCE OF 746.22 FEET AND AN ARC LENGTH OF 754.14 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE N59°30’09”E A DISTANCE OF 2370.80 FEET TO THE WEST RIGHT-OF-WAY LINE OF SUNFLOWER STREET; THENCE N00°00’00”E ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 116.06 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING TRACTS OF LAND:

“LOADING DOCK”

A PART OF COFFEYVILLE HEIGHTS ADDITION TO THE CITY OF COFFEYVILLE AND A PART OF THE NE/4 OF SECTION 36, T34S, R16E, MONTGOMERY COUNTY, KANSAS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NE CORNER OF THE NE/4 OF SAID SECTION 36; THENCE ON AN ASSUMED BEARING OF S00°00’00”E ALONG THE EAST LINE OF SAID NE/4 A DISTANCE OF 316.23 FEET TO THE

SOUTHERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD; THENCE S59°30’09”W ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 34.82 FEET TO THE WEST RIGHT-OF-WAY LINE OF SUNFLOWER STREET; THENCE S00°00’00”E ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 1148.43 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, S00°05’12”E A DISTANCE OF 60.63 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, S00°05’12”E A DISTANCE OF 12.01 FEET TO THE NE CORNER OF BLOCK 12 OF SAID COFFEYVILLE HEIGHTS ADDITION; THENCE CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE AND THE EAST LINE OF SAID BLOCK 12, S00°00’48”W A DISTANCE OF 267.47 FEET; THENCE LEAVING SAID WEST RIGHT-OF-WAY LINE AND THE EAST LINE OF SAID BLOCK 12, N38°21’27”W A DISTANCE OF 131.96 FEET; THENCE N00°00’00”W A DISTANCE OF 176.00 FEET; THENCE N90°00’00”E A DISTANCE OF 81.94 FEET TO THE POINT OF BEGINNING.

“NEW NITROGEN UNIT”

A PART OF COFFEYVILLE HEIGHTS ADDITION TO THE CITY OF COFFEYVILLE, PART OF MONTGOMERY’S ADDITION TO THE CITY OF COFFEYVILLE, PART OF THE FORMER UNION PACIFIC RAILROAD RIGHT-OF-WAY, AND PART OF THE NE/4 OF SECTION 36, TOWNSHIP 34 SOUTH, RANGE 16 EAST, MONTGOMERY COUNTY, KANSAS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID NE/4; THENCE ON AN ASSUMED BEARING OF S00°00’00”E ALONG THE EAST LINE OF SAID NE/4 A DISTANCE OF 200.17 FEET TO THE NORTHERLY LINE OF THE FORMER UNION PACIFIC RAILROAD RIGHT-OF-WAY; THENCE S59°30’09”W ALONG SAID NORTHERLY LINE A DISTANCE OF 1007.15 FEET TO THE TRUE POINT OF BEGINNING; THENCE S00°00’00”E A DISTANCE OF 304.05 FEET; THENCE S88°14’41”E A DISTANCE OF 158.79 FEET; THENCE S00°00’00”E A DISTANCE OF 6.77 FEET; THENCE N90°00’00”E A DISTANCE OF 25.00 FEET; THENCE N00°00’00”W A DISTANCE OF 6.00 FEET; THENCE S88°14’40”E A DISTANCE OF 245.71 FEET; THENCE S12°15’53”E A DISTANCE OF 11.77 FEET; THENCE S82°32’25”E A DISTANCE OF 43.08 FEET; THENCE S00°00’00”E A DISTANCE OF 33.41 FEET; THENCE S90°00’00”W A DISTANCE OF 14.72 FEET; THENCE S86°44’02”W A DISTANCE OF 368.60 FEET; THENCE S00°00’00”E A DISTANCE OF 25.00 FEET; THENCE N90°00’00”E A DISTANCE OF 20.00 FEET; THENCE S00°31’37”E A DISTANCE OF 197.51 FEET; THENCE N90°00’00”E A DISTANCE OF 165.00 FEET; THENCE S00°00’00”E A DISTANCE OF 24.03 FEET; THENCE N90°00’00”E A DISTANCE OF 249.97 FEET; THENCE N00°00’00”W A DISTANCE OF 18.64 FEET; THENCE N90°00’00”E A DISTANCE OF 51.39 FEET; THENCE S00°00’00”E A DISTANCE OF 15.00 FEET; THENCE N90°00’00”E A DISTANCE OF 56.01 FEET; THENCE S00°00’00”E A DISTANCE OF 169.40 FEET; THENCE N89°00’00”W A DISTANCE OF 636.08 FEET; THENCE S00°00’00”E A DISTANCE OF 377.30 FEET TO THE CENTERLINE OF MARTIN STREET; THENCE N89°14’03”W ALONG SAID CENTERLINE A DISTANCE OF 60.59 FEET; THENCE CONTINUING ALONG SAID CENTERLINE, N89°22’21”W A DISTANCE OF 608.53 FEET; THENCE CONTINUING ALONG SAID CENTERLINE, N89°29’08”W A DISTANCE OF 40.11 FEET

TO THE CENTERLINE OF PINE STREET; THENCE S00°00’14”W ALONG THE CENTERLINE OF SAID PINE STREET A DISTANCE OF 35.18 FEET; THENCE N89°33’26”W A DISTANCE OF 40.15 FEET TO THE NE CORNER OF BLOCK 6 OF SAID MONTGOMERY’S ADDITION; THENCE N89°13’09”W ALONG THE NORTH LINE OF SAID BLOCK 6 A DISTANCE OF 399.88 FEET TO THE NW CORNER OF SAID BLOCK 6; THENCE N89°05’43”W A DISTANCE OF 79.80 FEET TO THE NE CORNER OF BLOCK 5 OF SAID MONTGOMERY’S ADDITION; THENCE N00°08’24”E A DISTANCE OF 69.57 FEET TO THE SE CORNER OF BLOCK 10 OF SAID MONTGOMERY’S ADDITION; THENCE N00°00’00”W A DISTANCE OF 277.85 FEET TO THE SOUTHERLY LINE OF THE FORMER UNION PACIFIC RAILROAD RIGHT-OF-WAY; THENCE N15°00’43”W A DISTANCE OF 104.03 FEET TO THE NORTHERLY LINE OF THE FORMER UNION PACIFIC RAILROAD RIGHT-OF-WAY; THENCE N30°29’51”W A DISTANCE OF 20.00 FEET; THENCE N59°30’09”E A DISTANCE OF 465.00 FEET; THENCE S30°29’51”E A DISTANCE OF 20.00 FEET TO SAID NORTHERLY LINE OF THE FORMER UNION PACIFIC RAILROAD RIGHT-OF-WAY; THENCE N59°30’09”E ALONG SAID NORTHERLY LINE A DISTANCE OF 32.23 FEET; THENCE S00°01’28”E A DISTANCE OF 276.43 FEET; THENCE N90°00’00”E A DISTANCE OF 365.00 FEET; THENCE N00°00’00”W A DISTANCE OF 491.48 FEET TO SAID NORTHERLY LINE OF THE FORMER UNION PACIFIC RAILROAD RIGHT-OF-WAY; THENCE N59°30’09”E ALONG SAID NORTHERLY LINE A DISTANCE OF 536.40 FEET TO THE POINT OF BEGINNING.

EXHIBIT C

Aerial

[See attached.]

EXHIBIT D

Legal Description of Shared Pipeline Easement Area

A PART OF THE NE/4 OF SECTION 36, TOWNSHIP 34 SOUTH, RANGE 16 EAST, MONTGOMERY COUNTY, KANSAS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NE/4; THENCE ON AN ASSUMED BEARING OF S00°00’00”E ALONG THE EAST LINE OF SAID NE/4 A DISTANCE OF 200.17 FEET TO THE NORTHERLY LINE OF THE FORMER UNION PACIFIC RAILROAD RIGHT-OF-WAY; THENCE S59°30’09”W ALONG SAID NORTHERLY LINE A DISTANCE OF 1494.58 FEET TO THE TRUE POINT OF BEGINNING; THENCE N00°00’00”W A DISTANCE OF 82.60 FEET; THENCE S90°00’00”W A DISTANCE OF 51.00 FEET; THENCE S00°00’00”E A DISTANCE OF 20.50 FEET; THENCE N90°00’00”E A DISTANCE OF 20.00 FEET; THENCE S00°00’00”E A DISTANCE OF 80.36 FEET TO THE NORTHERLY LINE OF THE FORMER UNION PACIFIC RAILROAD RIGHT-OF-WAY; THENCE N59°30’09”E ALONG SAID NORTH LINE A DISTANCE OF 35.98 FEET TO THE POINT OF BEGINNING.

EXHIBIT E

Interconnect Points Drawing

EXHIBIT F

Legal Description of Area for Pipe Rack Easement Area

A PART OF COFFEYVILLE HEIGHTS ADDITION TO THE CITY OF COFFEYVILLE AND A PART OF THE NE/4 OF SECTION 36, TOWNSHIP 34 SOUTH, RANGE 16 EAST, MONTGOMERY COUNTY, KANSAS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID NE/4; THENCE ON AN ASSUMED BEARING OF S00°00’00”E ALONG THE EAST LINE OF NE/4 A DISTANCE OF 1364.58 FEET; THENCE S90°00’00”W A DISTANCE OF 30.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF SUNFLOWER STREET AND THE TRUE POINT OF BEGINNING; THENCE S00°00’00”E ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 117.75 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE S00°05’12”E A DISTANCE OF 60.63 FEET; THENCE S90°00’00”W A DISTANCE OF 438.45 FEET; THENCE N00°00’00”W A DISTANCE OF 34.79 FEET; THENCE S89°00’00”E A DISTANCE OF 236.57 FEET; THENCE N00°00’00”W A DISTANCE OF 87.72 FEET; THENCE N90°00’00”E A DISTANCE OF 171.82 FEET; THENCE N00°00’00”W A DISTANCE OF 60.00 FEET; THENCE N90°00’00”E A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT G

Legal Description of Coke Conveyor Belt Easement Area

A PART OF THE FORMER UNION PACIFIC RAILROAD RIGHT-OF-WAY AND PART OF THE NE/4 OF SECTION 36, TOWNSHIP 34 SOUTH, RANGE 16 EAST, MONTGOMERY COUNTY, KANSAS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID NE/4; THENCE ON AN ASSUMED BEARING OF S00°00’00”E ALONG THE EAST LINE OF SAID NE/4 A DISTANCE OF 200.17 FEET TO THE NORTHERLY LINE OF THE FORMER UNION PACIFIC RAILROAD RIGHT-OF-WAY; THENCE S59°30’09”W ALONG SAID NORTHERLY LINE A DISTANCE OF 1543.55 FEET; THENCE S00°00’00”E A DISTANCE OF 195.69 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING S00°00’00”E A DISTANCE OF 31.57 FEET; THENCE S71°51’39”W A DISTANCE OF 384.15 FEET; THENCE N00°01’28”W A DISTANCE OF 31.56 FEET; THENCE N71°51’39”E A DISTANCE OF 384.17 FEET TO THE POINT OF BEGINNING.

AND

A PART OF THE NE/4 OF SECTION 36, TOWNSHIP 34 SOUTH, RANGE 16 EAST, MONTGOMERY COUNTY, KANSAS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NE/4; THENCE ON AN ASSUMED BEARING OF S00°00’00”E ALONG THE EAST LINE OF SAID NE/4 A DISTANCE OF 200.17 FEET TO THE NORTHERLY LINE OF THE FORMER UNION PACIFIC RAILROAD RIGHT-OF-WAY; THENCE S59°30’09”W ALONG SAID NORTHERLY LINE A DISTANCE OF 1543.55 FEET; THENCE S00°00’00”E A DISTANCE OF 310.27 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING S00°00’00”E A DISTANCE OF 72.41 FEET; THENCE S24°28’25”W A DISTANCE OF 119.53 FEET; THENCE S90°00’00”W A DISTANCE OF 32.96 FEET; THENCE N24°28’25”E A DISTANCE OF 199.10 FEET TO THE POINT OF BEGINNING.

EXHIBIT H

Legal Description of Sunflower Street Pipeline Crossing Easement Area (Fertilizer Parcel)

A PART OF THE NW/4 OF SECTION 31, T34S, R17E, MONTGOMERY COUNTY, KANSAS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID NW/4; THENCE ON AN ASSUMED BEARING OF S00°00’00”E ALONG THE WEST LINE OF SAID NW/4 A DISTANCE OF 1364.58 FEET TO THE TRUE POINT OF BEGINNING; THENCE N90°00’00”E A DISTANCE OF 30.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF SUNFLOWER STREET; THENCE S00°00’00”E ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 178.38 FEET; THENCE S90°00’00”W A DISTANCE OF 30.00 FEET TO THE WEST LINE OF SAID NW/4; THENCE N00°00’00”W ALONG SAID WEST LINE A DISTANCE OF 178.38 FEET TO THE POINT OF BEGINNING.

EXHIBIT I

Legal Description of Sunflower Street Pipeline Crossing Easement Area (Refinery Parcel)

A PART OF COFFEYVILLE HEIGHTS ADDITION TO THE CITY OF COFFEYVILLE AND A PART OF THE NE/4 OF SECTION 36, TOWNSHIP 34 SOUTH, RANGE 16 EAST, MONTGOMERY COUNTY, KANSAS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID NE/4; THENCE ON AN ASSUMED BEARING OF S00°00’00”E ALONG THE EAST LINE OF NE/4 A DISTANCE OF 1364.58 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING S00°00’00”E ALONG SAID EAST LINE A DISTANCE OF 178.38 FEET; THENCE S90°00’00”W A DISTANCE OF 29.91 FEET TO THE WEST RIGHT-OF-WAY LINE OF SUNFLOWER STREET; THENCE N00°05’12”W ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 60.63 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE N00°00’00”W A DISTANCE OF 117.75 FEET; THENCE N90°00’00”E A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT J

Legal Description of East Tank Farm Roadway Area (Fertilizer Parcel)

A PART OF THE NW/4 OF SECTION 31, T34S, R17E, MONTGOMERY COUNTY, KANSAS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID NW/4; THENCE ON AN ASSUMED BEARING OF S00°00’00”E ALONG THE WEST LINE OF SAID NW/4 A DISTANCE OF 1767.00 FEET; THENCE N90°00’00”E A DISTANCE OF 30.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF SUNFLOWER STREET AND THE TRUE POINT OF BEGINNING; THENCE N90°00’00”E A DISTANCE OF 1120.00 FEET; THENCE N88°35’26”E A DISTANCE OF 914.89 FEET; THENCE S00°00’00”E A DISTANCE OF 25.00 FEET; THENCE S89°44’00”W A DISTANCE OF 2035.00 FEET TO SAID EAST RIGHT-OF-WAY LINE OF SUNFLOWER STREET; THENCE N00°00’00”E ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 27.93 FEET TO THE POINT OF BEGINNING.

EXHIBIT K

Legal Description of East Tank Farm Area (Refinery Parcel)

A PART OF THE NW/4 OF SECTION 31, T34S, R17E, MONTGOMERY COUNTY, KANSAS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID NW/4; THENCE ON AN ASSUMED BEARING OF S00°00’00”E ALONG THE WEST LINE OF SAID NW/4 A DISTANCE OF 1364.58 FEET; THENCE N90°00’00”E A DISTANCE OF 30.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF SUNFLOWER STREET AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING N90°00’00”E A DISTANCE OF 75.00 FEET; THENCE S00°00’00”E A DISTANCE OF 430.00 FEET; THENCE S89°44’00”W A DISTANCE OF 75.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF SUNFLOWER STREET; THENCE N00°00’00”W ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 430.35 FEET TO THE POINT OF BEGINNING.

EXHIBIT L

Legal Description of Railroad Trackage Easement Area (Fertilizer Parcel)

PARCEL 8

A PART OF THE FORMER UNION PACIFIC RAILROAD RIGHT-OF-WAY IN THE NE/4 OF SECTION 36, TOWNSHIP 34 SOUTH, RANGE 16 EAST, MONTGOMERY COUNTY, KANSAS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID NE/4; THENCE ON AN ASSUMED BEARING OF S00°00’00” E ALONG THE EAST LINE OF SAID NE/4 A DISTANCE OF 200.17 FEET TO THE NORTHERLY LINE OF THE FORMER UNION PACIFIC RAILROAD RIGHT-OF-WAY; THENCE S59°30’09” W ALONG SAID NORTHERLY LINE A DISTANCE OF 1967.29 FEET TO THE TRUE POINT OF BEGINNING; THENCE S00°01’28” E A DISTANCE OF 116.03 FEET TO THE SOUTHERLY LINE OF THE FORMER UNION PACIFIC RAILROAD RIGHT-OF-WAY; THENCE S59°30’09” W ALONG SAID SOUTHERLY LINE A DISTANCE OF 438.39 FEET; THENCE SOUTHWESTERLY ON A CURVE TO THE LEFT HAVING A RADIUS OF 1500.00 FEET, A CHORD WHICH BEARS S58°58’19” W, A CHORD DISTANCE OF 27.78 FEET AND AN ARC LENGTH OF 27.78 FEET; THENCE N15°00’43” W A DISTANCE OF 104.03 FEET TO SAID NORTHERLY LINE OF THE FORMER UNION PACIFIC RAILROAD RIGHT-OF-WAY; THENCE N59°30’09” E ALONG SAID NORTHERLY LINE A DISTANCE OF 497.23 FEET TO THE POINT OF BEGINNING.

AND

PARCEL 9

A PART OF THE FORMER UNION PACIFIC RAILROAD RIGHT-OF-WAY IN THE NE/4 OF SECTION 36, TOWNSHIP 34 SOUTH, RANGE 16 EAST, MONTGOMERY COUNTY, KANSAS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID NE/4; THENCE ON AN ASSUMED BEARING OF S00°00’00” E ALONG THE EAST LINE OF SAID NE/4 A DISTANCE OF 200.17 FEET TO THE NORTHERLY LINE OF THE FORMER UNION PACIFIC RAILROAD RIGHT-OF-WAY; THENCE S59°30’09” W ALONG SAID NORTHERLY LINE A DISTANCE OF 1007.15 FEET TO THE TRUE POINT OF BEGINNING; THENCE S00°00’00” E A DISTANCE OF 116.06 FEET TO THE SOUTHERLY LINE OF THE FORMER UNION PACIFIC RAILROAD RIGHT-OF-WAY; THENCE S59°30’09” W ALONG SAID SOUTHERLY LINE A DISTANCE OF 536.40 FEET; THENCE N00°00’00” W A DISTANCE OF 116.06 FEET TO SAID NORTHERLY LINE OF THE FORMER UNION PACIFIC RAILROAD RIGHT-OF-WAY; THENCE N59°30’09” E ALONG SAID NORTHERLY LINE A DISTANCE OF 536.40 FEET TO THE POINT OF BEGINNING.

EXHIBIT M

Legal Description of Railroad Trackage Easement Area (Refinery Parcel)

A PART OF THE FORMER UNION PACIFIC RAILROAD RIGHT-OF-WAY IN THE NE/4 OF SECTION 36, TOWNSHIP 34 SOUTH, RANGE 16 EAST, MONTGOMERY COUNTY, KANSAS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID NE/4; THENCE ON AN ASSUMED BEARING OF S00°00'00"E ALONG THE EAST LINE OF SAID NE/4 A DISTANCE OF 200.17 FEET TO THE NORTHERLY LINE OF THE FORMER UNION PACIFIC RAILROAD RIGHT-OF-WAY; THENCE S59°30'09"W ALONG SAID NORTHERLY LINE A DISTANCE OF 2464.52 FEET TO THE TRUE POINT OF BEGINNING; THENCE S15°00'43"E A DISTANCE OF 104.03 FEET TO THE SOUTHERLY LINE OF THE FORMER UNION PACIFIC RAILROAD RIGHT-OF-WAY; THENCE ALONG SAID SOUTHERLY LINE ON A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1500.00 FEET, A CHORD WHICH BEARS S44°34'08"W, A CHORD DISTANCE OF 719.29 FEET AND AN ARC LENGTH OF 726.36 FEET TO THE EASTERLY LINE OF THE A.T.&S.F. RAILROAD RIGHT-OF-WAY; THENCE N13°34'51"E ALONG SAID EASTERLY LINE A DISTANCE OF 269.10 FEET TO SAID NORTHERLY LINE OF THE FORMER UNION PACIFIC RAILROAD RIGHT-OF-WAY; THENCE ON A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1600.00 FEET, A CHORD WHICH BEARS N49°43'27"E, A CHORD DISTANCE OF 543.47 FEET AND AN ARC LENGTH OF 546.12 FEET TO THE POINT OF BEGINNING.

AND

A PART OF THE FORMER UNION PACIFIC RAILROAD RIGHT-OF-WAY IN THE NE/4 OF SECTION 36, TOWNSHIP 34 SOUTH, RANGE 16 EAST, MONTGOMERY COUNTY, KANSAS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID NE/4; THENCE ON AN ASSUMED BEARING OF S00°00'00"E ALONG THE EAST LINE OF SAID NE/4 A DISTANCE OF 200.17 FEET TO THE NORTHERLY LINE OF THE FORMER UNION PACIFIC RAILROAD RIGHT-OF-WAY; THENCE S59°30'09"W ALONG SAID NORTHERLY LINE A DISTANCE OF 1543.55 FEET TO THE TRUE POINT OF BEGINNING; THENCE S00°00'00"E A DISTANCE OF 116.06 FEET TO THE SOUTHERLY LINE OF THE FORMER UNION PACIFIC RAILROAD RIGHT-OF-WAY; THENCE S59°30'09"W ALONG SAID SOUTHERLY LINE A DISTANCE OF 423.68 FEET; THENCE N00°01'28"W A DISTANCE OF 116.03 FEET TO SAID NORTHERLY LINE OF THE FORMER UNION PACIFIC RAILROAD RIGHT-OF-WAY; THENCE N59°30'09"E ALONG SAID NORTHERLY LINE A DISTANCE OF 423.74 FEET TO THE POINT OF BEGINNING.

EXHIBIT N

Legal Description of Fertilizer Company Clarifier Tract

A PART OF THE SE/4 OF SECTION 25, T34S, R16E, MONTGOMERY COUNTY, KANSAS, DESCRIBED AS FOLLOWS: COMMENCING AT THE SE CORNER OF SAID SE/4; THENCE ON AN ASSUMED BEARING OF N00°22’55”E ALONG THE EAST LINE OF SAID SE/4 A DISTANCE OF 1285.62 FEET; THENCE S90°00’00”W A DISTANCE OF 1774.69 FEET TO THE TRUE POINT OF BEGINNING; THENCE N76°25’09”W A DISTANCE OF 25.41 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF THE A.T.&S.F. RAILROAD; THENCE N13°34’51”E ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 298.51 FEET; THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY LINE, S67°00’00”E A DISTANCE OF 101.78 FEET; THENCE S18°00’36”W A DISTANCE OF 62.14 FEET; THENCE S11°06’08”E A DISTANCE OF 70.97 FEET; THENCE SOUTHWESTERLY ON A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 450.00 FEET AND A CENTRAL ANGLE OF 23°41’14” A DISTANCE OF 186.04 FEET TO THE POINT OF BEGINNING.

EXHIBIT O

Legal Description of Fertilizer Water Pipeline Easement Area

A 15.00 FEET WIDE WATERLINE EASEMENT IN PART OF THE SE/4 OF SECTION 25 AND PART OF THE NE/4 OF SECTION 36, ALL IN TOWNSHIP 34 SOUTH, RANGE 16 EAST, MONTGOMERY COUNTY, KANSAS, THE CENTERLINE OF SAID EASEMENT DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID NE/4 OF SECTION 36; THENCE ON AN ASSUMED BEARING OF S00°00’00”E ALONG THE EAST LINE OF SAID NE/4 OF SECTION 36 A DISTANCE OF 200.17 FEET TO THE NORTHERLY LINE OF THE FORMER UNION PACIFIC RAILROAD RIGHT-OF-WAY; THENCE S59°30’09”W ALONG SAID NORTHERLY LINE A DISTANCE OF 1511.96 FEET TO THE TRUE POINT OF BEGINNING OF SAID CENTERLINE; THENCE N00°00’00”W A DISTANCE OF 89.44 FEET; THENCE S90°00’00”W A DISTANCE OF 26.00 FEET; THENCE N01°43’52”E A DISTANCE OF 156.82 FEET; THENCE N22°41’07”E A DISTANCE OF 103.61 FEET; THENCE N00°46’08”E A DISTANCE OF 155.84 FEET; THENCE N89°50’42”W A DISTANCE OF 60.12 FEET; THENCE N00°23’50”E A DISTANCE OF 104.00 FEET; THENCE S89°26’05”E A DISTANCE OF 262.50 FEET; THENCE N00°33’55”E A DISTANCE OF 111.00 FEET; THENCE N89°26’05”W A DISTANCE OF 56.50 FEET; THENCE N00°33’55”E A DISTANCE OF 359.35 FEET; THENCE S89°26’05”E A DISTANCE OF 23.01 FEET; THENCE N06°42’59”E A DISTANCE OF 207.51 FEET; THENCE S84°30’54”E A DISTANCE OF 8.00 FEET; THENCE N06°33’18”E A DISTANCE OF 280.54 FEET; THENCE S83°49’05”E A DISTANCE OF 14.50 FEET; THENCE N05°54’52”E A DISTANCE OF 341.96 FEET; THENCE N82°58’38”W A DISTANCE OF 16.55 FEET; THENCE N06°29’35”E A DISTANCE OF 402.81 FEET; THENCE N84°58’42”W A DISTANCE OF 229.39 FEET; THENCE N65°07’03”W A DISTANCE OF 177.14 FEET; THENCE N69°37’43”W A DISTANCE OF 70.47 FEET; THENCE S78°34’08”W A DISTANCE OF 39.02 FEET; THENCE N55°44’37”W A DISTANCE OF 72.09 FEET; THENCE S78°53’48”W A DISTANCE OF 125.30 FEET TO THE TERMINUS OF SAID CENTERLINE.

AND

A 15.00 FEET WIDE WATERLINE EASEMENT IN PART OF THE SE/4 OF SECTION 25, TOWNSHIP 34 SOUTH, RANGE 16 EAST, MONTGOMERY COUNTY, KANSAS, THE CENTERLINE OF SAID EASEMENT DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SE/4; THENCE ON AN ASSUMED BEARING OF N00°22’55”E ALONG THE EAST LINE OF SAID SE/4 A DISTANCE OF 1285.62 FEET; THENCE S90°00’00”W A DISTANCE OF 1774.69 FEET; THENCE NORTHEASTERLY ON A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 450.00 FEET, A CHORD WHICH BEARS N46°17’51”E, A CHORD DISTANCE OF 184.72 FEET AND AN ARC LENGTH OF 186.04 FEET; THENCE N11°06’08”W A DISTANCE OF 70.97 FEET; THENCE N18°00’36”E A DISTANCE OF 62.14 FEET; THENCE N67°00’00”W A DISTANCE OF 7.82 FEET TO THE TRUE POINT OF BEGINNING OF SAID

CENTERLINE; THENCE N01°33’06”E A DISTANCE OF 199.38 FEET TO THE TERMINUS OF SAID CENTERLINE.

EXHIBIT P

Legal Description of Coke Haul Road

A PART OF THE NE/4 OF SECTION 36, TOWNSHIP 34 SOUTH, RANGE 16 EAST, MONTGOMERY COUNTY, KANSAS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID NE/4; THENCE ON AN ASSUMED BEARING OF S00°00'00"E ALONG THE EAST LINE OF SAID NE/4 A DISTANCE OF 200.17 FEET TO THE NORTHERLY LINE OF THE FORMER UNION PACIFIC RAILROAD RIGHT-OF-WAY; THENCE S59°30'09"W ALONG SAID NORTHERLY LINE A DISTANCE OF 1999.52 FEET; THENCE N30°29'51"W A DISTANCE OF 20.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE S59°30'09"W A DISTANCE OF 167.41 FEET; THENCE N13°52'53"E A DISTANCE OF 162.82 FEET; THENCE S84°33'01"E A DISTANCE OF 36.48 FEET; THENCE N05°26'59"E A DISTANCE OF 135.92 FEET; THENCE S84°33'01"E A DISTANCE OF 25.00 FEET; THENCE S05°26'59"W A DISTANCE OF 135.92 FEET; THENCE S84°33'01"E A DISTANCE OF 35.47 FEET; THENCE S07°39'48"E A DISTANCE OF 64.30 FEET TO THE POINT OF BEGINNING.

EXHIBIT Q

Legal Description of Refinery Shared Parking Area

All of Block 14, COFFEYVILLE HEIGHTS ADDITION to the City of Coffeyville, Montgomery County, Kansas.

EXHIBIT R

Legal Description of Construction Buffer Zone Easement Area

LOTS 1 THROUGH 8 INCLUSIVE, BLOCK 1, MONTGOMERY'S ADDITION TO THE CITY OF COFFEYVILLE, MONTGOMERY COUNTY, KANSAS AND THE VACATED ALLEY LYING SOUTH OF LOTS 1 THROUGH 4 AND NORTH OF LOTS 5 THROUGH 8, BLOCK 1, MONTGOMERY'S ADDITION TO THE CITY OF COFFEYVILLE, MONTGOMERY COUNTY, KANSAS, ESTABLISHED BY VACATION ORDINANCE FILED IN BOOK 466, PAGE 61.

AND

LOTS 1, 2, 3, 14, 15 AND 16, BLOCK 2, MONTGOMERY'S ADDITION TO THE CITY OF COFFEYVILLE, MONTGOMERY COUNTY, KANSAS AND THE EAST 120 FEET OF THE VACATED ALLEY IN BLOCK 2, ESTABLISHED BY VACATION ORDINANCE FILED IN BOOK 466, PAGE 61.

AND

LOTS 6, 7 AND 8, BLOCK 7, MONTGOMERY'S ADDITION TO THE CITY OF COFFEYVILLE, MONTGOMERY COUNTY, KANSAS.

AND

LOTS 9, 10, 11, 12, 13, 14, 15 AND 16, BLOCK 15, COFFEYVILLE HEIGHTS ADDITION TO THE CITY OF COFFEYVILLE, MONTGOMERY COUNTY, KANSAS.

AND

LOTS 1 THROUGH 16 INCLUSIVE, BLOCK 16, COFFEYVILLE HEIGHTS ADDITION TO THE CITY OF COFFEYVILLE, MONTGOMERY COUNTY, KANSAS, AND THE WEST 212 FEET OF THE VACATED ALLEY THEREIN, ESTABLISHED BY VACATION ORDINANCE FILED IN BOOK 466, PAGE 61.

Exhibit 10.6

Execution Version

AMENDED AND RESTATED REGISTRATION RIGHTS AGREEMENT

CVR PARTNERS, LP

Dated as of April 13, 2011

TABLE OF CONTENTS

AMENDED AND RESTATED REGISTRATION RIGHTS AGREEMENT
of CVR Partners, LP

AMENDED AND RESTATED REGISTRATION RIGHTS AGREEMENT, dated as of April 13, 2011 (the "**Agreement**"), by and among CVR Partners, LP, a Delaware limited partnership (the "**Partnership**"), and Coffeyville Resources, LLC, a Delaware limited liability company (the "**Unitholder**"). Capitalized terms used herein without definition are defined in Section 9.

WHEREAS, the Partnership, the Unitholder and CVR Special GP, LLC, a direct wholly-owned subsidiary of Unitholder (the "**Special General Partner**"), were parties to the original Registration Rights Agreement, which provided for registration under the Securities Act of the Partnership units issued to the Unitholder and the Special General Partner pursuant to that certain Contribution, Conveyance and Assumption Agreement by and among the Partnership, the Unitholder, Special GP and CVR GP, LLC (the "**Original Contribution Agreement**") entered into in connection with the Partnership's formation;

WHEREAS, on the date hereof, in connection with the Partnership's initial public offering, the Partnership, the Unitholder and certain other parties amended and restated the Original Contribution Agreement (the "**Amended Contribution Agreement**");

WHEREAS, pursuant to the Amended Contribution Agreement, (a) all of the units held by the Unitholder and Special GP were exchanged for common units representing limited partner interests in the Partnership ("**Common Units**") and (b) Special GP was merged with and into the Unitholder, with the Unitholder remaining as the surviving entity; and

WHEREAS, the Partnership and the Unitholder (on behalf of itself and as successor in interest to the Special General Partner) have agreed to amend the Original Registration Rights Agreement pursuant to Section 11.4 thereof to provide the registration and other rights set forth in this Agreement for the benefit of the Unitholder;

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth in this Agreement, the parties hereto agree as follows:

Section 1.Registrations Upon Request.

1.1. Requests by the Unitholder.

(a) **Notice of Request**. The Unitholder shall have the right to make up to six requests (each, a "**Demand Registration**") that the Partnership effect the registration under the Securities Act of all or a portion of the Registrable Securities Beneficially Owned by the Unitholder (the Unitholder, in such capacity, the "**Initiating Unitholder**"), each such request to specify the number of Registrable Securities to be registered and the intended method or methods of disposition thereof; provided that, with respect to any shelf registration requested by the Initiating Unitholder pursuant to Section 1.1(b) (which initial request shall

count as a request for purposes of this Section 1.1), each subsequent request by the Initiating Unitholder that the Partnership sell Registrable Securities from such Shelf Registration Statement (as such term is defined in part (b) of this Section 1.1) that is not made simultaneously with such initial request shall be counted as an additional request for purposes of this Section 1.1. Upon any such request (each, a "**Demand Request Notice**"), the Partnership will promptly, but in any event within 5 days, give written notice of such request to all holders of Registrable Securities and thereupon the Partnership will, subject to Section 1.4:

(i) use its best efforts to effect the prompt registration under the Securities Act of

(A) the Registrable Securities which the Partnership has been so requested to register by the Initiating Unitholder, and

(B) all other Registrable Securities which the Partnership has been requested to register by the holders thereof by written request given to the Partnership by such holders within 30 days after the giving of such written notice by the Partnership to such holders (or, 15 days if, at the request of the Initiating Unitholder, the Partnership states in such written notice or gives telephonic notice to each holder of Registrable Securities, with written confirmation to follow promptly thereafter, stating that (i) such registration will be on Form S-3 and (ii) such shorter period of time is required because of a planned filing date),

all to the extent required to permit the disposition of the Registrable Securities so to be registered in accordance with the intended method or methods of disposition of the Initiating Unitholder and any "**Participating Unitholders**," which term shall refer to any Permitted Transferee that exercises its right to participate in the registration initiated by the Initiating Unitholder, which intended method or methods of distribution may include, at the option of the Initiating Unitholder or the Participating Unitholders, as applicable, a distribution of such Registrable Securities to, and resale of such Registrable Securities by, the shareholders, members or partners of the Unitholder or the equity owners of the Unitholder (a "**Partner Distribution**"); and

(ii) if requested by the Initiating Unitholder or any Participating Unitholders, as applicable, obtain acceleration of the effective date of the registration statement relating to such registration. Notwithstanding anything contained herein to the contrary, the Partnership shall, at the request of the Initiating Unitholder or any Participating Unitholders, as applicable, seeking to effect a Partner Distribution, file any prospectus supplement or post-effective amendments and shall otherwise

take any action necessary to include such language, if such language was not included in the initial registration statement, or revise such language if deemed necessary by the Unitholder, to effect such Partner Distribution.

(b) Shelf Registration. The right of the Unitholder to request a registration of Registrable Securities pursuant to Section 1.1(a) shall include the right from and after the first anniversary of the Initial Public Offering to request that the Partnership file a registration statement to permit the requesting holder to sell Registrable Securities on a delayed or continuous basis pursuant to Rule 415 under the Securities Act (or any similar rule that may be adopted by the Commission) in accordance with the intended method or methods of disposition by such requesting holder (a "**Shelf Registration Statement**"). Notwithstanding anything to the contrary herein,

(i) upon any Shelf Registration Statement having been declared effective, the Partnership shall use reasonable best efforts to keep such Shelf Registration Statement continuously effective in order to permit the prospectus included therein to be usable by the holders of Registrable Securities until the earlier of (x) such time as all Registrable Securities that could be sold under such Shelf Registration Statement have been sold or are no longer outstanding; (y) two years from the date of effectiveness; and (z) the date that the Unitholder can sell all Registrable Securities Beneficially Owned by it in accordance with Rule 144 under the Securities Act without any volume or manner limitations pursuant thereto;

(ii) if at any time following the effectiveness of any Shelf Registration Statement the Unitholder desires to sell Registrable Securities pursuant thereto, the Unitholder shall notify the Partnership of such intent at least ten Business Days prior to any such sale (any such proposed transaction, a "**Take-down Transaction**"), and the Partnership thereupon shall prepare and file within ten Business Days after receipt of such notice a prospectus supplement or post-effective amendment to the Shelf Registration Statement, as necessary, to permit the consummation of such Take-down Transaction;

(iii) upon receipt of notice from the Unitholder regarding a Take-down Transaction as provided in clause (ii) of this Section 1.1(b), the Partnership shall immediately deliver notice to any other holders of Registrable Securities whose Registrable Securities have been included in such Shelf Registration Statement and shall permit such holders to participate in such Take-down Transaction (subject to Section 1.4), it being understood, for the avoidance of doubt, that no holder other than the Unitholder shall have the right to initiate a Take-down Transaction;

(iv) each holder who participates in a Take-down Transaction shall be deemed through such participation to have represented to the

Partnership that any information previously supplied by such holder to the Partnership in writing for inclusion in the Shelf Registration Statement, unless modified by such holder by written notice to the Partnership, remains accurate as of the date of the prospectus supplement or amendment to the Shelf Registration Statement, as applicable; and

(v) if the continued use of such Shelf Registration Statement at any time would require the Partnership to make any public disclosure of material, non-public information, disclosure of which, in the good faith judgment of the Board of Directors of CVR GP, LLC, after consultation with independent outside counsel to the Partnership, (i) would be required to be made in any registration statement filed with the Commission by the Partnership so that such registration statement would not be materially misleading and (ii) would not be required to be made at such time but for the filing of such registration statement; and the Partnership has a bona fide business purpose for not disclosing such information publicly, the Partnership may, upon giving prompt written notice of such action to the holders of Registrable Securities, suspend use of the Shelf Registration Statement (a "**Shelf Suspension**"); provided, however, that the Partnership shall not be permitted to exercise a Shelf Suspension (x) more than once during any 12 month period or (y) for a period exceeding 45 days on any one occasion. In the case of a Shelf Suspension, the holders of Registrable Securities agree to suspend use of the applicable prospectus in connection with any sale or purchase of, or offer to sell or purchase, Registrable Securities, upon receipt of the notice referred to above. Upon the written request of either the Initiating Unitholder or the Participating Unitholders, the Partnership shall provide such holder of Registrable Securities in writing with a general statement of the reasons for such postponement and an approximation of the anticipated delay. The Partnership shall immediately notify the holders of Registrable Securities upon the termination of any Shelf Suspension, amend or supplement the prospectus, if necessary, so it does not contain any untrue statement of a material fact or omission and furnish to the holders of Registrable Securities such numbers of copies of the prospectus as so amended or supplemented as such holders may reasonably request. The Partnership agrees, if necessary, to supplement or make amendments to the Shelf Registration Statement, if required by the registration form used by the Partnership for the shelf registration or by the instructions applicable to such registration form or by the Securities Act or as may reasonably be requested by the Majority Holders.

1.2. Registration Statement Form. A registration requested pursuant to Section 1.1 shall be effected by the filing of a registration statement on a form of the Commission (i) selected by the Majority Holders, which form shall be reasonably acceptable to the Partnership; provided that the Partnership agrees that, at the request of the Initiating Unitholder,

at such time as the Partnership becomes a “well-known seasoned issuer,” as such term is defined in Rule 405 under the Securities Act, the Partnership will register an offering pursuant to Section 1.1 on an “automatic shelf registration statement,” as such term is defined in Rule 405 under the Securities Act; provided, that the Partnership is advised by independent outside counsel that filing an “automatic shelf registration statement” for registration of the Registrable Securities will not cause the Partnership to be an “ineligible issuer,” as such term is defined in Rule 405 under the Securities Act and (ii) which shall permit the disposition of Registrable Securities in accordance with the intended method or methods of disposition specified in such request for registration, including, without limitation, a Partner Distribution or, as provided above, a continuous or delayed basis offering pursuant to Rule 415 under the Securities Act. The Partnership agrees to include in any such registration statement all information which, in the opinion of counsel to the Initiating Unitholder, counsel to any Participating Unitholder and counsel to the Partnership, is necessary or desirable to be included therein.

1.3. Expenses. The Partnership shall pay, and shall be responsible for, all Registration Expenses in connection with any registration requested under Section 1.1; provided that each seller of Registrable Securities shall pay all Registration Expenses to the extent required to be paid by such seller under applicable law and all underwriting discounts and commissions and transfer taxes, if any, in respect of the Registrable Securities being registered for such seller.

1.4. Effective Registration Statement. A registration requested pursuant to Section 1.1 shall not be deemed a Demand Registration (including for purposes of Section 1.1(a)) unless a registration statement with respect thereto has become effective and has been kept continuously effective for a period of at least 180 days (or such shorter period which shall terminate when all the Registrable Securities covered by such registration statement have been sold pursuant thereto) or, if such registration statement relates to an underwritten offering, such longer period as in the opinion of counsel for the underwriter or underwriters a prospectus is required by law to be delivered in connection with sales of Registrable Securities by an underwriter or dealer. Should a Demand Registration not become effective due to the failure of a holder of Registrable Securities participating in such offering of Registrable Securities (a “**Participating Holder**”) to perform its obligations under this Agreement, or in the event the Initiating Unitholder withdraws or does not pursue its request for the Demand Registration as provided for in Section 1.6 below (in each of the foregoing cases, provided that at such time the Partnership is in compliance in all material respects with its obligations under this Agreement), then, such Demand Registration shall be deemed to have been effected (including for purposes of Section 1.1(a)); provided, that, if (i) the Demand Registration does not become effective because a material adverse change has occurred, or is reasonably likely to occur, in the condition (financial or otherwise), prospects, business, assets or results of operations of the Partnership and its subsidiaries taken as a whole subsequent to the

date of the delivery of the Demand Request Notice, (ii) after the Demand Registration has become effective, such registration is interfered with by any stop order, injunction, or other order or requirement of the Commission or other governmental agency or court, (iii) the Demand Registration is withdrawn at the request of the Initiating Unitholder due to the advice of the managing underwriter(s) that the Registrable Securities covered by the registration statement could not be sold in such offering within a price range acceptable to the Initiating Unitholder, or (iv) the Initiating Unitholder reimburses the Partnership for any and all

Registration Expenses incurred by the Partnership in connection with such request for a Demand Registration that was withdrawn or not pursued, then the Demand Registration shall not be deemed to have been effected and will not count as a Demand Registration.

1.5. Right to Withdraw. Any Participating Holder shall have the right to withdraw its request for inclusion of Registrable Securities in any registration statement pursuant to Section 1.1 at any time prior to the effective date of such registration statement by giving written notice to the Partnership of its request to withdraw. Upon receipt of notices from all Participating Holders to such effect, the Partnership shall cease all efforts to obtain effectiveness of the applicable registration statement, and whether the Initiating Unitholder's request for registration pursuant to Section 1.1 shall be counted as a Demand Registration for purposes of Section 1.6 shall be determined in accordance with Section 1.4 above.

1.6. Priority in Demand Registrations. Whenever the Partnership effects a registration pursuant to Section 1.1 in connection with an underwritten offering, no securities other than Registrable Securities shall be included among the securities covered by such registration unless the Majority Holders consent in writing to the inclusion therein of such other securities, which consent may be subject to terms and conditions determined by the Majority Holders in their sole discretion. If a registration pursuant to Section 1.1 involves an underwritten offering, and the managing underwriter (or, in the case of an offering which is not underwritten, a nationally recognized investment banking firm) shall advise the Partnership in writing (with a copy to each Person requesting registration of Registrable Securities) that, in its opinion, the number of securities requested, and otherwise proposed to be included in such registration, exceeds the number which can be sold in such offering without materially and adversely affecting the offering price, the Partnership shall include in such registration, to the extent of the number which the Partnership is so advised can be sold in such offering without such material adverse effect, first, the Registrable Securities of the Initiating Unitholder and the Participating Unitholders requesting inclusion in such registration, on a pro rata basis (based on the number of shares of Registrable Securities owned by the Unitholder), and second, the securities, if any, being sold by the Partnership. In the event of any such determination under this Section 1.4, the Partnership shall give the affected holders of Registrable Securities notice of such determination and in lieu of the notice otherwise required under Section 1.1.

Section 2. Incidental Registrations. If the Partnership at any time proposes to register any of its equity securities under the Securities Act (other than a registration on Form S-4 or S-8 or any successor form or an "automatic shelf registration statement" on Form S-3 if the Partnership would otherwise qualify as a "WKSI" and has been advised by independent outside counsel that filing an "automatic shelf registration statement" for registration of the Registrable Securities would not cause the Partnership to be an "ineligible issuer," as such term is defined in Rule 405 under the Securities Act) whether or not for sale for its own account, then the Partnership shall give prompt written notice (but in no event less than 30 days prior to the initial filing with respect thereto) to all holders of Registrable Securities regarding such proposed registration. Upon the written request of any such holder made within 15 days after the receipt of any such notice (which request shall specify the number of Registrable Securities intended to be disposed of by such holder and the intended method or methods of disposition thereof), the Partnership shall use its best efforts to effect the registration under the Securities Act of such

Registrable Securities on a *pro rata* basis in accordance with such intended method or methods of disposition; provided that:

(a) the Partnership shall not include Registrable Securities in such proposed registration to the extent that the Board of Directors of CVR GP, LLC shall have determined, after consultation with the managing underwriter for such offering, that it would materially and adversely affect the offering price to include any Registrable Securities in such registration and provided, further, that the Partnership shall give the affected holders of Registrable Securities notice of such determination and in lieu of the notice otherwise required by the first sentence of this Section 2;

(b) if, at any time after giving written notice (pursuant to this Section 2) of its intention to register equity securities and prior to the effective date of the registration statement filed in connection with such registration, the Partnership shall determine for any reason not to register such equity securities, the Partnership may, at its election, give written notice of such determination to each holder of Registrable Securities and, thereupon, shall not be obligated to register any Registrable Securities in connection with such registration (but shall nevertheless pay the Registration Expenses in connection therewith), without prejudice, however, to the rights of the Unitholder that a registration be effected under Section 1.1; and

(c) if in connection with a registration pursuant to this Section 2, the managing underwriter of such registration (or, in the case of an offering that is not underwritten, a nationally recognized investment banking firm) shall advise the Partnership in writing (with a copy to each holder of Registrable Securities requesting. registration thereof) that the number of securities requested and otherwise proposed to be included in such registration exceeds the number which can be sold in such offering without materially and adversely affecting the offering price of the securities being sold in such registration, then in the case of any registration pursuant to this Section 2, the Partnership shall include in such registration to the extent of the number which the Partnership is so advised can be sold in such offering without such material adverse effect, first, the securities, if any, being sold by the Partnership, and second, the Registrable Securities of the Unitholder requesting inclusion in such registration and Partnership Securities of other Persons who have been granted registration rights or are granted registration rights on or after the date of this Agreement, to the extent such other Persons have been granted registration rights that are *pari passu* to the rights of the Unitholder hereunder, on a *pro rata* basis (based on the number of shares of Registrable Securities owned by the Unitholder and the number of Partnership Securities of any such other Persons).

The Partnership shall pay all Registration Expenses in connection with each registration of Registrable Securities requested pursuant to this Section 2; provided that each seller of Registrable Securities shall pay all Registration Expenses to the extent required to be

paid by such seller under applicable law and all underwriting discounts and commissions and transfer taxes, if any, in respect of the Registrable Securities being registered for such seller. No registration effected under this Section 2 shall relieve the Partnership from its obligation to effect registrations under Section 1.1.

Section 3. Registration Procedures. If and whenever the Partnership is required to use its best efforts to effect the registration of any Registrable Securities under the Securities Act pursuant to Sections 1.1 or 2, the Partnership shall promptly:

(a) prepare, and as soon as practicable, but in any event within 30 days thereafter, file with the Commission, a registration statement with respect to such Registrable Securities, make all required filings with FINRA and use its best efforts to cause such registration statement to become and remain effective as soon as practicable;

(b) prepare and promptly file with the Commission such amendments and post-effective amendments and supplements to such registration statement and the prospectus used in connection therewith as may be necessary to keep such registration statement effective for so long as is required to comply with the provisions of the Securities Act and to complete the disposition of all securities covered by such registration statement in accordance with the intended method or methods of disposition thereof, but in no event for a period of more than six months after such registration statement becomes effective (except as provided in Section 1.1(b)(i));

(c) furnish copies of all documents proposed to be filed with the Commission in connection with such registration to (i) counsel selected by the Initiating Unitholder and counsel selected by any Participating Unitholders either of which counsel may also be counsel to the Partnership, and (ii) each seller of Registrable Securities (or in the case of the initial filing of a registration statement, within five business days of such initial filing) and such documents shall be subject to the review of such counsel; provided that the Partnership shall not file any registration statement or any amendment or post-effective amendment or supplement to such registration statement or the prospectus used in connection therewith or any free writing prospectus related thereto to which such counsel shall have reasonably objected on the grounds that such registration statement amendment, supplement or prospectus or free writing prospectus does not comply (explaining why) in all material respects with the requirements of the Securities Act or of the rules or regulations thereunder;

(d) furnish to each seller of Registrable Securities, without charge, such number of conformed copies of such registration statement and of each such amendment and supplement thereto (in each case including all exhibits and documents filed therewith) and such number of copies of the prospectus included in such registration statement (including each preliminary prospectus and any summary prospectus) and any other prospectus filed under Rule 424 under the

Securities Act, in conformity with the requirements of the Securities Act, each free writing prospectus utilized in connection therewith, and such other documents, as such seller may reasonably request in order to facilitate the disposition of the Registrable Securities owned by such seller in accordance with the intended method or methods of disposition thereof;

(e) use its best efforts to register or qualify such Registrable Securities and other securities covered by such registration statement under the securities or blue sky laws of such jurisdictions as each seller shall reasonably request, and do any and all other acts and things which may be necessary or advisable to enable such seller to consummate the disposition of such Registrable Securities in such jurisdictions in accordance with the intended method or methods of disposition thereof; provided that the Partnership shall not for any such purpose be required to qualify generally to do business in any jurisdiction wherein it is not so qualified, subject itself to taxation in any jurisdiction wherein it is not so subject, or take any action which would subject it to general service of process in any jurisdiction wherein it is not so subject;

(f) use its best efforts to cause all Registrable Securities covered by such registration statement to be registered with or approved by such other governmental agencies, authorities or self-regulatory bodies as may be necessary by virtue of the business and operations of the Partnership to enable the seller or sellers thereof to consummate the disposition of such Registrable Securities in accordance with the intended method or methods of disposition thereof;

(g) furnish to the Initiating Unitholder and any Participating Unitholders:

(i) an opinion of counsel for the Partnership experienced in securities law matters, dated the effective date of the registration statement (and, if such registration includes an underwritten public offering, the date of the closing under the underwriting agreement), and

(ii) a "comfort" letter (unless the registration is pursuant to Section 2 and such a letter is not otherwise being furnished to the Partnership), dated the effective date of such registration statement (and if such registration includes an underwritten public offering, dated the date of the closing under the underwriting agreement), signed by the independent public accountants who have issued an audit report on the Partnership's financial statements included in the registration statement,

covering such matters as are customarily covered in opinions of issuer's counsel and in accountants' letters delivered to the underwriters in underwritten public offerings of securities and such other matters as the Initiating Unitholder and any Participating Unitholders may reasonably request;

(h) promptly notify each seller of any Registrable Securities covered by such registration statement at any time when a prospectus relating thereto is required to be delivered under the Securities Act of the happening of any event or existence of any fact as a result of which the prospectus included in such registration statement, as then in effect, includes an untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances then existing, and, as promptly as is practicable, prepare and furnish to such seller a reasonable number of copies of a supplement to or an amendment of such prospectus as may be necessary so that, as thereafter delivered to the purchasers of such securities, such prospectus shall not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances then existing;

(i) otherwise comply with all applicable rules and regulations of the Commission, and make available to its security holders, as soon as reasonably practicable and in any event within 16 months after the effective date of the registration statement, an earnings statement of the Partnership (in form complying with the provisions of Rule 158 under the Securities Act) covering the period of at least 12 months, but not more than 18 consecutive months, beginning with the first full calendar month after the effective date of such registration statement;

(j) notify each seller of any Registrable Securities covered by such registration statement (i) when the prospectus or any prospectus supplement or post-effective amendment or any free writing prospectus has been filed and/or used, and, with respect to such registration statement or any post-effective amendment, when the same has become effective, (ii) of the receipt by the Partnership of any comments from the Commission or of any request by the Commission for amendments or supplements to such registration statement or to amend or to supplement such prospectus or for additional information, (iii) of the issuance by the Commission of any stop order suspending the effectiveness of such registration statement or the initiation of any proceedings for that purpose and (iv) of the suspension of the qualification of such securities for offering or sale in any jurisdiction, or of the institution of any proceedings for any of such purposes;

(k) use every reasonable effort to obtain the lifting of any stop order that might be issued suspending the effectiveness of such registration statement at the earliest possible moment;

(l) use its best efforts (i) (A) to list such Registrable Securities on any securities exchange on which the equity securities of the Partnership are then listed or, if no such equity securities are then listed, on an exchange selected by the Partnership, if such listing is then permitted under the rules of such exchange,

or (B) if such listing is not practicable, to secure designation of such securities as a NASDAQ "national market system security" within the meaning of Rule 11Aa2-1 under the Exchange Act or, failing that, to secure NASDAQ authorization for such Registrable Securities, and, without limiting the foregoing, to arrange for at least two market makers to register as such with respect to such Registrable Securities with FINRA, and (ii) to provide a transfer agent and registrar for such Registrable Securities not later than the effective date of such registration statement and to instruct such transfer agent (A) to release any stop transfer order with respect to the certificates with respect to the Registrable Securities being sold and (B) to furnish certificates without restrictive legends (other than those that apply generally to all Partnership Securities) representing ownership of the shares being sold, in such denominations requested by the sellers of the Registrable Securities or the lead underwriter;

(m) enter into such agreements and take such other actions as the sellers of Registrable Securities or the underwriters reasonably request in order to expedite or facilitate the disposition of such Registrable Securities, including, without limitation, preparing for, and participating in, such number of "road shows" and all such other customary selling efforts as the underwriters reasonably request in order to expedite or facilitate such disposition;

(n) furnish to any holder of such Registrable Securities such information and assistance as such holder may reasonably request in connection with any "due diligence" effort which such seller deems appropriate;

(o) cooperate with each seller of Registrable Securities and each underwriter and their respective counsel in connection with any filings required to be made with FINRA, the New York Stock Exchange, or any other securities exchange on which such Registrable Securities are traded or will be traded;

(p) cooperate with the sellers of the Registrable Securities and the managing underwriter to facilitate the timely preparation and delivery of certificates not bearing any restrictive legends (other than those that apply generally to all Partnership Securities) representing the Registrable Securities to be sold, and cause such Registrable Securities to be issued in such denominations and registered in such names in accordance with the underwriting agreement prior to any sale of Registrable Securities to the underwriters or, if not an underwritten offering, in accordance with the instructions of the Majority Holders at least five business days prior to any sale of Registrable Securities and instruct any transfer agent and registrar of Registrable Securities to release any stop transfer orders in respect thereof;

(q) cause its officers and employees to participate in, and to otherwise facilitate and cooperate with the preparation of the registration statement and prospectus and any amendments or supplements thereto (including participating

in meetings, drafting sessions and due diligence sessions) taking into account the Partnership's business needs;

(r) use its best efforts to take all other steps necessary to effect the registration of such Registrable Securities contemplated hereby;

(s) take all reasonable action to ensure that any free writing prospectus utilized in connection with any registration covered by this agreement complies in all material respects with the Securities Act, is filed in accordance with the Securities Act to the extent required thereby, is retained in accordance with the Securities Act to the extent required thereby and, when taken together with the related prospectus, prospectus supplement and related documents, will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; and

(t) in connection with any underwritten offering, if at any time the information conveyed to a purchaser at the time of sale includes any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, promptly file with the Commission such amendments or supplements to such information as may be necessary so that the statements as so amended or supplemented will not, in light of the circumstances, be misleading.

To the extent the Partnership is a well-known seasoned issuer (as defined in Rule 405 under the Securities Act) (a "WKSI") at the time any Demand Request Notice is submitted to the Partnership, and such Demand Request Notice requests that the Partnership file an automatic shelf registration statement (as defined in Rule 405 under the Securities Act) (an "automatic shelf registration statement") on Form S-3 and the Partnership has been advised by independent outside counsel that filing an "automatic shelf registration statement" for registration of the Registrable Securities will not cause the Partnership to be an "ineligible issuer," as such term is defined in Rule 405 under the Securities Act, the Partnership shall file an automatic shelf registration statement which covers those Registrable Securities which are requested to be registered. The Partnership shall use its commercially reasonable best efforts to remain a WKSI (and not become an ineligible issuer (as defined in Rule 405 under the Securities Act)) during the period during which such automatic shelf registration statement is required to remain effective. If the Partnership does not pay the filing fee covering the Registrable Securities at the time the automatic shelf registration statement is filed, the Partnership agrees to pay such fee at such time or times as the Registrable Securities are to be sold. If the automatic shelf registration statement has been outstanding for at least three years, at the end of the third year the Partnership shall refile a new automatic shelf registration statement covering the Registrable Securities. If at any time when the Partnership is required to re-evaluate its WKSI status the Partnership determines that it is not a WKSI, the Partnership shall use its commercially reasonable best efforts to refile the shelf registration statement on Form S-3 and, if such form is

not available, Form S-1 and keep suchregistration statement effective during the period during which such registration statement is required to be kept effective.

If the Partnership files any shelf registration statement for the benefit of the holders of any of its securities other than the Unitholder, the Partnership agrees that it shall give prior written notice to the Unitholder and, upon request of the Unitholder, include in such registration statement such disclosures as may be required by Rule 430B (referring to the unnamed selling security holders in a generic manner by identifying the initial issuance and sale of the securities to the Unitholder) in order to ensure that the Unitholder may be added to such shelf registration statement at a later time through the filing of a prospectus supplement rather than a post-effective amendment.

As a condition to its registration of Registrable Securities of any prospective seller, the Partnership may require such seller of any Registrable Securities as to which any registration is being effected to execute powers-of-attorney, custody arrangements and other customary agreements appropriate to facilitate the offering and to furnish to the Partnership such information regarding such seller, its ownership of Registrable Securities and the disposition of such Registrable Securities as the Partnership may from time to time reasonably request in writing and as shall be required by law in connection therewith. Each such holder agrees to furnish promptly to the Partnership all information required to be disclosed in such registration statement in order to make the information previously furnished to the Partnership by such holder and disclosed in such registration statement not materially misleading.

The Partnership agrees not to file or make any amendment to any registration statement with respect to any Registrable Securities, or any amendment of or supplement to the prospectus used in connection therewith, which refers to any holder of Registrable Securities, or otherwise identifies any holder of Registrable Securities as the holder of any Registrable Securities, without the prior consent of such holder, such consent not to be unreasonably withheld or delayed, unless such disclosure is required by law. Notwithstanding the foregoing, if any such registration statement or comparable statement under “blue sky” laws refers to any holder of Registrable Securities by name or otherwise as the holder of any securities of the Partnership, then such holder shall have the right to require (i) the insertion therein of language, in form and substance satisfactory to such holder and the Partnership, to the effect that the holding by such holder of such Registrable Securities is not to be construed as a recommendation by such holder of the investment quality of the Partnership’s securities covered thereby and that such holding does not imply that such holder will assist in meeting any future financial requirements of the Partnership, or (ii) in the event that such reference to such holder by name or otherwise is not in the judgment of the Partnership, as advised by counsel, required by the Securities Act or any similar federal statute or any state “blue sky” or securities law then in force, the deletion of the reference to such holder.

By acquisition of Registrable Securities, each holder of such Registrable Securities shall be deemed to have agreed that upon receipt of any notice from the Partnership of the happening of any event of the kind described in Section 3(h), such holder will promptly discontinue such holder’s disposition of Registrable Securities pursuant to the registration statement covering such Registrable Securities until such holder’s receipt of the copies of the

supplemented or amended prospectus contemplated by Section 3(h). If so directed by the Partnership, each holder of Registrable Securities will deliver to the Partnership (at the Partnership's expense) all copies, other than permanent file copies, in such holder's possession of the prospectus covering such Registrable Securities at the time of receipt of such notice. In the event that the Partnership shall give any such notice, the period mentioned in Section 3(a) shall be extended by the number of days during the period from and including the date of the giving of such notice to and including the date when each seller of any Registrable Securities covered by such registration statement shall have received the copies of the supplemented or amended prospectus contemplated by Section 3(h).

Section 4. Underwritten Offerings.

4.1. Underwriting Agreement. If requested by the underwriters for any underwritten offering pursuant to a registration requested under Section 1.1 or 2, the Partnership shall enter into an underwriting agreement with the underwriters for such offering, such agreement to be reasonably satisfactory in substance and form to the underwriters and to the Unitholder. Any such underwriting agreement shall contain such representations and warranties by, and such other agreements on the part of, the Partnership and such other terms and provisions as are customarily contained in agreements of this type, including, without limitation, indemnities to the effect and to the extent provided in Section 7. The Unitholder and each other holder of Registrable Securities to be distributed by such underwriter shall be a party to such underwriting agreement and may, at such holder's option, require that any or all of the representations and warranties by, and the agreements on the part of, the Partnership to and for the benefit of such underwriters be made to and for the benefit of such holder of Registrable Securities and that any or all of the conditions precedent to the obligations of such underwriters under such underwriting agreement shall also be conditions precedent to the obligations of such holder of Registrable Securities. The Unitholder in its capacity as a Partner and/or controlling person shall not be required by any underwriting agreement to make any representations or warranties to or agreements with the Partnership or the underwriters other than representations, warranties or agreements regarding such holder, the ownership of such holder's Registrable Securities and such holder's intended method or methods of disposition and any other representation required by law or to furnish any indemnity to any Person which is broader than the indemnity furnished by such holder pursuant to Section 7.2.

4.2. Selection of Underwriters. If the Partnership at any time proposes to register any of its securities under the Securities Act for sale for its own account pursuant to an underwritten offering, the Partnership will have the right to select the managing underwriter (which shall be of nationally recognized standing) to administer the offering. Notwithstanding the foregoing sentence, whenever a registration requested pursuant to Section 1.1 is for an underwritten offering, the Initiating Unitholder will have the right to select the managing underwriter (which shall be of nationally recognized standing and reasonably acceptable to any Participating Unitholders) to administer the offering, but only with the approval of the Partnership, such approval not to be unreasonably withheld.

Section 5. Holdback Agreements.

(a) If and whenever the Partnership proposes to register any of its equity securities under the Securities Act for its own account (other than on Form S-4 or S-8 or any successor form) or is required to use its best efforts to effect the registration of any Registrable Securities under the Securities Act pursuant to Section 1.1 or 2, each holder of Registrable Securities agrees by acquisition of such Registrable Securities not to effect any offer, sale or distribution, including any sale pursuant to Rule 144 under the Securities Act, or to request registration under Section 1.1 of any Registrable Securities within seven days prior to the reasonably expected effective date of the contemplated registration statement (or the date of the underwriting agreement in an offering off of a Shelf Registration Statement) and during the period beginning on the effective date of the registration statement relating to such registration (or the date of the underwriting agreement in an offering off of a Shelf Registration Statement) (the "**Trigger Date**") and until 90 days (unless advised by the managing underwriter that a longer period, not to exceed 180 days, is required, or such shorter period as the managing underwriter for any underwritten offering may agree) after the Trigger Date, except as part of such registration or offering or unless, in the case of a sale or distribution not involving a public offering, the transferee agrees in writing to be subject to this Section 5, even if such Registrable Securities cease to be Registrable Securities upon such transfer. If requested by such managing underwriter, each holder of Registrable Securities agrees to execute an agreement to such effect with the Partnership and consistent with such managing underwriter's customary form of holdback agreement.

(b) The Partnership agrees not to effect any public offer, sale or distribution of its equity securities or securities convertible into or exchangeable or exercisable for any of such securities within seven days prior to the reasonably expected effective date of the contemplated registration statement (or the date of the underwriting agreement in an offering off of a Shelf Registration Statement) and during the period beginning on the Trigger Date and until 90 days (or such longer period, not to exceed 180 days, which may be required by the managing underwriter, or such shorter period as the managing underwriter may agree) after the Trigger Date with respect to any registration statement filed pursuant to Section 1.1 (except (i) as part of such registration, (ii) as permitted by any related underwriting agreement, (iii) pursuant to an employee equity compensation plan, (iv) pursuant to an acquisition or strategic relationship or similar transaction or (v) pursuant to a registration on Form S-4 or S-8 or any successor form). In addition, if, and to the extent requested by the managing underwriter, the Partnership shall use its best efforts to cause each holder (other than any holder already subject to Section 5(a)) of its equity securities or any securities convertible into or exchangeable or exercisable for any of such securities, whether outstanding on the date of this Agreement or issued at any time after the date of this Agreement (other than any such securities acquired in a public offering), to agree not to effect any such public offer, sale or distribution of such securities during such period, except as part of any such registration if permitted, and to cause each such holder

to enter into an agreement to such effect with the Partnership and consistent with such managing underwriter's customary form of holdback agreement, provided that no holder of less than 5% of the Partnership's outstanding equity securities shall be required to enter into such an agreement.

Section 6. Preparation; Reasonable Investigation. In connection with the preparation and filing of each registration statement registering Registrable Securities under the Securities Act, the Partnership shall give counsel to the holders of such Registrable Securities so to be registered, the managing underwriter(s), and their respective counsel, accountants and other representatives and agents the opportunity to participate in the preparation of such registration statement, each prospectus included therein or filed with the Commission, and each amendment thereof or supplement thereto, and shall give each of the foregoing parties access to the financial and other records, pertinent corporate documents and properties of the Partnership and its subsidiaries and opportunities to discuss the business of the Partnership with its officers and the independent public accountants who have issued audit reports on its financial statements in each case as shall be reasonably requested by each of the foregoing parties in connection with such registration statement.

Section 7. Indemnification.

7.1. Indemnification by the Partnership. The Partnership agrees that in the event of any registration of any Registrable Securities pursuant to this Agreement, the Partnership shall indemnify, defend and hold harmless (a) each holder of Registrable Securities, (b) the Affiliates of such holder and the respective directors, members, stockholders, officers, partners, employees, advisors, representatives, agents of such holder and its Affiliates, (c) each Person who participates as an underwriter or Qualified Independent Underwriter in the offering or sale of such securities and (d) each person, if any, who controls (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) any of the foregoing against any and all losses, penalties, fines, liens, judgments, claims, damages or liabilities (or actions or proceedings in respect thereof) and expenses (including reasonable fees of counsel and any amounts paid in settlement effected with the Partnership's consent, which consent shall not be unreasonably withheld or delayed if such settlement is solely with respect to monetary damages), jointly or severally, directly or indirectly, based upon or arising out of (i) any untrue statement or alleged untrue statement of a material fact contained in any registration statement under which such Registrable Securities were registered under the Securities Act, any preliminary prospectus, final prospectus or summary prospectus contained therein or used in connection with the offering of securities covered thereby, or any amendment or supplement thereto, or any documents incorporated by reference therein, or any "free writing prospectus," as such term is defined in Rule 405 under the Securities Act, utilized in connection with any related offering, (ii) any omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein not misleading or (iii) any untrue statement or alleged untrue statement of a material fact in the information conveyed to any purchaser at the time of the sale to such purchaser, or the omission or alleged omission to state therein a material fact required to be stated therein; and the Partnership will reimburse each such indemnified party for any legal or any other expenses reasonably incurred by them in connection with enforcing its rights hereunder or under the underwriting agreement entered into in connection with such offering or

investigating, preparing, pursuing or defending any such loss, claim, damage, liability, action or proceeding as such expenses are incurred, except insofar as any such loss, penalty, fine, lien, judgment, claim, damage, liability, action, proceeding or expense arises out of or is based upon an untrue statement of a material fact or omission of a material fact made in such registration statement, any such preliminary prospectus, final prospectus, summary prospectus, amendment or supplement, document incorporated by reference therein or "free writing prospectus" utilized in connection with any related offering in reliance upon and in conformity with written information furnished to the Partnership by such holder expressly for use in the preparation thereof in accordance with the second sentence of Section 7.2. Such indemnity shall remain in full force and effect, regardless of any investigation made by such indemnified party and shall survive the transfer of such Registrable Securities by such seller.

7.2. Indemnification by the Sellers. The Partnership may require, as a condition to including any Registrable Securities in any registration statement filed pursuant to Section 1.1 or 2, that the Partnership shall have received an undertaking satisfactory to it from each of the prospective sellers of such Registrable Securities to indemnify and hold harmless, severally and not jointly, in the same manner and to the same extent as set forth in Section 7.1, the Partnership, CVR GP, LLC and its directors, officers, employees, agents and each person, if any, who controls (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) the Partnership, with respect to any statement of a material fact or alleged statement of a material fact in or omission of a material fact or alleged omission of a material fact from such registration statement, any preliminary prospectus, final prospectus or summary prospectus contained therein, or any amendment or supplement thereto, or any "free writing prospectus" utilized in connection with any related offering, but only to the extent such statement or alleged statement or such omission or alleged omission was made in reliance upon and in conformity with written information furnished to the Partnership by such seller expressly for use in the preparation of such registration statement, preliminary prospectus, final prospectus, summary prospectus, amendment or supplement or free writing prospectus. The Partnership and the holders of the Registrable Securities in their capacities as stockholders and/or controlling persons hereby acknowledge and agree that, unless otherwise expressly agreed to in writing by such holders, the only information furnished or to be furnished to the Partnership for use in any registration statement or prospectus relating to the Registrable Securities or in any amendment, supplement or preliminary materials associated therewith or any free writing prospectus related thereto are statements specifically relating to (a) transactions between such holder and its Affiliates, on the one hand, and the Partnership, on the other hand, (b) the beneficial ownership of Partnership Securities by such holder and its Affiliates and (c) the name and address of such holder. If any additional information about such holder or the plan of distribution (other than for an underwritten offering) is required by law to be disclosed in any such document, then such holder shall not unreasonably withhold its agreement referred to in the immediately preceding sentence of this Section 7.2. Such indemnity shall remain in full force and effect, regardless of any investigation made by or on behalf of the Partnership or any such director, officer or controlling person and shall survive the transfer of such Registrable Securities by such seller. The indemnity agreement contained in this Section 7.2 shall not apply to amounts paid in settlement of any such loss, claim, damage, liability, action or proceeding if such settlement is effected without the consent of such seller (which consent shall not be unreasonably withheld or

delayed if such settlement is solely with respect to monetary damages). The indemnity provided by each seller of Registrable Securities under this Section 7.2 shall be limited in amount to the net amount of proceeds (i.e., net of expenses, underwriting discounts and commissions) actually received by such seller from the sale of Registrable Securities pursuant to such registration statement.

7.3. Notices of Claims, etc. Promptly after receipt by an indemnified party of notice of the commencement of any action or proceeding involving a claim referred to in the preceding paragraphs of this Section 7, such indemnified party shall, if a claim in respect thereof is to be made against an indemnifying party, give written notice to the indemnifying party of the commencement of such action or proceeding; provided that the failure of any indemnified party to give notice as provided herein shall not relieve the indemnifying party of its obligations under the preceding paragraphs of this Section 7, except to the extent that the indemnifying party is materially prejudiced by such failure to give notice. In case any such action is brought against an indemnified party, the indemnifying party shall be entitled to participate therein and to assume the defense thereof, jointly with any other indemnifying party similarly notified, to the extent that it may wish, with counsel reasonably satisfactory to such indemnified 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 for any legal or other expenses subsequently incurred by the latter in connection with the defense thereof except for the reasonable fees and expenses of any counsel retained by such indemnified party to monitor such action or proceeding. Notwithstanding the foregoing, if such indemnified party reasonably determines, based upon advice of independent counsel, that a conflict of interest may exist between the indemnified party and the indemnifying party with respect to such action and that it is advisable for such indemnified party to be represented by separate counsel, such indemnified party may retain other counsel, reasonably satisfactory to the indemnifying party, to represent such indemnified party, and the indemnifying party shall pay all reasonable fees and expenses of such counsel. No indemnifying party, in the defense of any such claim or litigation, shall, except with the consent of such indemnified party, which consent shall not be unreasonably withheld, consent to entry of any judgment or enter into any settlement unless such judgment, compromise or settlement (A) includes as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of a release from all liability in respect of such claim or litigation, (B) does not include a statement as to or an admission of fault, culpability or a failure to act, by or on behalf of any indemnified party, and (C) does not require any action other than the payment of money by the indemnifying party.

7.4. Other Indemnification. Indemnification similar to that specified in the preceding paragraphs of this Section 7 (with appropriate modifications) shall be given by the Partnership and each seller of Registrable Securities with respect to any required registration (other than under the Securities Act) or other qualification of such Registrable Securities under any federal or state law or regulation of any governmental authority.

7.5. Indemnification Payments. Any indemnification required to be made by an indemnifying party pursuant to this Section 7 shall be made by periodic payments to the indemnified party during the course of the action or proceeding, as and when bills are received

by such indemnifying party with respect to an indemnifiable loss, penalty, fine, lien, judgment, claim, damage, liability or expense incurred by such indemnified party.

7.6. Other Remedies. If for any reason any indemnification specified in the preceding paragraphs of this Section 7 is unavailable, or is insufficient to hold harmless an indemnified party, other than by reason of the exceptions provided therein, then the indemnifying party shall contribute to the amount paid or payable by the indemnified party as a result of such losses, penalties, fines, liens, judgments, claims, damages, liabilities, actions, proceedings or expenses in such proportion as is appropriate to reflect the relative benefits to and faults of the indemnifying party on the one hand and the indemnified party on the other and the statements or omissions or alleged statements or omissions which resulted in such loss, penalty, fine, lien, judgment, claim, damage, liability, action, proceeding or expense, as well as any other relevant equitable considerations. The relative fault of the indemnifying party and of the indemnified party shall be determined by reference to, among other things, whether the untrue statement of a material fact or the omission to state a material fact relates to information supplied by the indemnifying party or by the indemnified party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statements or omissions. The parties hereto agree that it would not be just and equitable if contributions pursuant to this Section 7.6 were to be determined by *pro rata* allocation or by any other method of allocation which does not take into account the equitable considerations referred to in the preceding sentence of this Section 7.6. No person guilty of fraudulent misrepresentation (within the meaning of Section 11 (f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. Notwithstanding the other provisions of this Section 7, in respect of any claim for indemnification pursuant to this Section 7, no indemnifying party (other than the Partnership) shall be required to contribute pursuant to this Section 7.6 any amount in excess of (a) the net proceeds (i.e., net of expenses, underwriting discounts and commissions) received and retained by such indemnifying party from the sale of its Registrable Securities covered by the applicable registration statement, preliminary prospectus, final prospectus, or supplement or amendment thereto, filed pursuant hereto minus (b) any amounts previously paid by such indemnifying party pursuant to this Section 7 in respect of such claim, it being understood that insofar as such net proceeds have been distributed by any indemnifying party to its partners, stockholders or members, the amount of such indemnifying party's contribution hereunder shall be limited to the net proceeds which it actually recovers from its partners, stockholders or members based upon their relative fault and that to the extent that such indemnifying party has not distributed such net proceeds, the amount such indemnifying party's contribution hereunder shall be limited by the percentage of such net proceeds which corresponds to the percentage equity interests in such indemnifying party held by those of its partners, stockholders or members who have been determined to be at fault. No party shall be liable for contribution under this Section 7.6 except to the extent and under such circumstances as such party would have been liable for indemnification under this Section 7 if such indemnification were enforceable under applicable law.

Section 8. Representations and Warranties. The Unitholder represents and warrants to the Partnership that:

(a) it has all limited liability company power and authority to execute, deliver and perform this Agreement;

(b) the execution, delivery and performance of this Agreement has been duly and validly authorized and approved by all necessary limited liability company action;

(c) this Agreement has been duly and validly executed and delivered by the Unitholder and constitutes a valid and legally binding obligation of the Unitholder, enforceable in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting or relating to creditors' rights generally and general principles of equity; and

(d) the execution, delivery and performance of this Agreement by the Unitholder does not and will not violate the terms of or result in the acceleration of any obligation under (i) any material contract, commitment or other material instrument to which the Unitholder is a party or by which the Unitholder is bound or (ii) the Unitholder's certificate of formation or limited liability company agreement.

Section 9. Definitions. Capitalized terms used herein without definition shall have the meanings given to them in the Partnership Agreement (as hereinafter defined). For purposes of this Agreement, the following terms shall have the following respective meanings:

"Affiliate": a Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the Person specified.

"Commission": the Securities and Exchange Commission.

"Exchange Act": the Securities Exchange Act of 1934, as amended, or any successor federal statute, and the rules and regulations thereunder which shall be in effect at the time.

"FINRA": the Financial Industry Regulatory Authority, Inc.

"Majority Holders": the holders of at least 51% of the Registrable Securities that are participating in the registration at issue.

"Majority Voting Holders": the holders of at least 51% of the Registrable Securities.

"NASDAQ": the Nasdaq Global Market or the Nasdaq Global Select Market.

"Partnership Agreement" means the Second Amended and Restated Agreement of Limited Partnership of CVR Partners, LP, dated as of the date hereof, as amended and/or restated from time to time.

"Person": an individual, corporation, partnership, limited liability company, joint venture, business association, trust or any other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

"Registrable Securities": the Common Units issued to the Unitholder pursuant to the Amended Contribution Agreement on the date of this Agreement or otherwise issued to the Unitholder pursuant to the Partnership Agreement or otherwise. As to any particular Registrable Securities, such securities shall cease to be Registrable Securities when (i) a registration statement with respect to the sale of such securities shall have become effective under the Securities Act and such securities shall have been disposed of in accordance with such registration statement, (ii) a registration statement on Form S-8 with respect to the sale of such securities shall have become effective under the Securities Act, (iii) such securities shall have been sold to the public pursuant to Rule 144 under the Securities Act, or (iv) such securities shall have ceased to be outstanding. Any and all Common Units which may be issued in respect of, in exchange for, upon conversion of, or in substitution for any Registrable Securities, whether by reason of any stock split, stock dividend, reverse stock split, recapitalization, combination, merger, consolidation or otherwise, shall also be "Registrable Securities" hereunder.

"Registration Expenses": all fees and expenses incurred in connection with the Partnership's performance of or compliance with any registration pursuant to this Agreement, including, without limitation, (i) registration, filing and applicable Commission and FINRA fees, (ii) fees and expenses of complying with securities or blue sky laws, (iii) fees and expenses associated with listing securities on an exchange, (iv) word processing, duplicating and printing expenses, (v) messenger and delivery expenses, (vi) transfer agents', trustees', depositories', registrars' and fiscal agents' fees, (vii) fees and disbursements of counsel for the Partnership and of its independent public accountants, including the expenses of any special audits or "cold comfort" letters required by, or incident to, such registration, (viii) reasonable fees and disbursements of any one counsel retained by the Initiating Unitholder and any one counsel retained by the Participating Unitholders, and (ix) any fees and disbursements of underwriters customarily paid by issuers or sellers of securities, but excluding underwriting discounts and commissions and transfer taxes, if any.

"Securities Act": the Securities Act of 1933, as amended, or any successor federal statute, and the rules and regulations thereunder which shall be in effect at the time.

Section 10. Miscellaneous.

10.1. Rule 144, etc. If the Partnership shall have filed a registration statement pursuant to the requirements of Section 12 of the Exchange Act or a registration statement pursuant to the requirements of the Securities Act relating to any class of equity securities, the Partnership shall file the reports required to be filed by it under the Securities Act and the Exchange Act and the rules and regulations adopted by the Commission thereunder, and shall take such further action as any holder of Registrable Securities may reasonably request, all to the extent required from time to time to enable such holder to sell Registrable Securities without registration under the Securities Act within the limitation of the exemptions provided by (a) Rule 144 under the Securities Act, as such rule may be amended from time to time, or (b) any successor rule or

regulation hereafter adopted by the Commission. Upon the request of any holder of Registrable Securities, the Partnership shall deliver to such holder a written statement as to whether it has complied with such requirements, a copy of the most recent annual or quarterly report of the Partnership, and such other reports and documents as such holder may reasonably request in order to avail itself of any rule or regulation of the Commission allowing it to sell any Registrable Securities without registration.

10.2. Successors, Assigns and Transferees. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective permitted successors, personal representatives and assigns under this Section 10.2. The Partnership may not assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the Majority Voting Holders. The provisions of this Agreement which are for the benefit of a holder of Registrable Securities shall be for the benefit of and enforceable by any transferee of such Registrable Securities. Any holder of Registrable Securities may, at its election and at any time or from time to time, assign its rights under this Agreement, in whole or in part, to any Person to whom such holder sells, assigns or otherwise transfers its shares of Registrable Securities; provided that (i) such transferee acquires such Registrable Securities in accordance with any then applicable transfer restrictions in respect of such Registrable Securities, (ii) no such assignment shall be binding upon or obligate the Partnership to any such transferee unless and until such transferee executes a joinder agreement agreeing to be bound by all of the transferor's obligations hereunder, including, without limitation, Section 5 hereof, copies of which shall have been delivered to the Partnership (each such transferee, a "**Permitted Transferee**") and (iii) the rights of the Unitholder to make a Demand Registration pursuant to Section 1.1 may only be assigned as a whole and not in part (and otherwise in accordance with the other provisions of this proviso).

10.3. Splits, etc. Each holder of Registrable Securities agrees that it will vote to effect a split, reverse split, recapitalization or combination with respect to any Registrable Securities in connection with any registration of any Registrable Securities hereunder, or otherwise, if (i) the managing underwriter shall advise the Partnership in writing (or, in connection with an offering that is not underwritten, if an investment banker shall advise the Partnership in writing) that in its opinion such a split, reverse split, recapitalization or combination would facilitate or increase the likelihood of success of the offering, and (ii) such split, reverse split, recapitalization or combination does not impact the respective Percentage Interests of each such holder of Registrable Securities in the Partnership. The Partnership shall cooperate in all respects in effecting any such split, stock split, recapitalization or combination.

10.4. Amendment and Modification. This Agreement may be amended, waived, modified or supplemented by the Partnership only with the prior written consent of the Unitholder and a majority (by number of shares) of any other holders of Registrable Securities whose interests would be adversely affected by such amendment, waiver, modification or supplement; provided that the interests of any existing holders of Registrable Securities shall not be adversely affected by an amendment, waiver, modification or settlement of this Agreement that provides for or has the effect of providing for an additional grant of incidental registration rights with a lower or the same priority as the rights held by such existing holders of Registrable Securities, as long as any such grant of incidental registration rights with the same priority are

pari passu with those held by such existing holders of Registrable Securities. Each holder of Registrable Securities shall be bound by any such amendment, waiver, modification or supplement authorized in accordance with this Section 10.4, whether or not such Registrable Securities shall have been marked to indicate such amendment, waiver, modification or supplement. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach, except as otherwise explicitly provided for in such waiver. Except as otherwise expressly provided herein, no failure on the part of any party to exercise, and no delay in exercising, any right, power or remedy hereunder, or otherwise available in respect hereof at law or in equity, shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The execution of a counterpart signature page to this Agreement by a Permitted Transferee pursuant to Section 10.2 shall not require consent of any party hereto and shall not be deemed an amendment to this Agreement.

10.5. Governing Law; Venue and Service of Process. This Agreement and the rights and obligations of the parties hereunder and the Persons subject hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Delaware, without giving effect to the choice of law principles thereof. By execution and delivery of this Agreement, each of the parties hereto hereby irrevocably and unconditionally (i) consents to submit to the exclusive jurisdiction of the courts of the State of New York in New York County and the United States District Court for the Southern District of New York (collectively, the "**Selected Courts**") for any action or proceeding arising out of or relating to this Agreement and the transactions contemplated hereby, and agrees not to commence any action or proceeding relating thereto except in the Selected Courts, provided, that, a party may commence any action or proceeding in a court other than a Selected Court solely for the purpose of enforcing an order or judgment issued by one of the Selected Courts; (ii) consents to service of any process, summons, notice or document in any action or proceeding by registered first-class mail, postage prepaid, return receipt requested or by nationally recognized courier guaranteeing overnight delivery in accordance with Section 10.8 hereof and agrees that such service of process shall be effective service of process for any action or proceeding brought against it in any such court, provided, that, nothing herein shall affect the right of any party hereto to serve process in any other manner permitted by law; (iii) waives any objection to the laying of venue of any action or proceeding arising out of this Agreement or the transactions contemplated hereby in the Selected Courts; and (iv) waives and agrees not to plead or claim in any court that any such action or proceeding brought in any such Selected Court has been brought in an inconvenient forum.

10.6. Invalidity of Provision. The invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of the remainder of this Agreement in that jurisdiction or the validity or enforceability of this Agreement, including that provision, in any other jurisdiction.

10.7. Reserved Notices. All notices, requests, demands, letters, waivers and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (a) delivered personally, (b) mailed, certified or

registered mail with postage prepaid, (c) sent by next-day or overnight mail or delivery or (d) sent by fax, as follows:

(i) If to the Partnership, to it at:

10 E. Cambridge Circle, Ste. 250
Kansas City, Kansas 66103
Attention: Edmund S. Gross
Facsimile No.: 913-982-5651

(ii) If to the Unitholder, to it at:

10 E. Cambridge Circle, Ste. 250
Kansas City, Kansas 66103
Attention: Edmund S. Gross
Facsimile No.: 913-981-0000

or to such other Person or address as any party shall specify by notice in writing to the Partnership. All such notices, requests, demands, letters, waivers and other communications shall be deemed to have been received (w) if by personal delivery, at the time delivered by hand (x) if by certified or registered mail, on the fifth business day after the mailing thereof, (y) if by next-day or overnight mail or delivery, on the day delivered, or (z) if by fax, on the day delivered; provided that such delivery is confirmed.

10.9. Headings: Execution in Counterparts. The headings and captions contained herein are for convenience and shall not control or affect the meaning or construction of any provision hereof. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and which together shall constitute one and the same instrument.

10.10. Injunctive Relief. Each of the parties recognizes and agrees that money damages may be insufficient and, therefore, in the event of a breach of any provision of this Agreement, the aggrieved party may elect to institute and prosecute proceedings in any court of competent jurisdiction to enforce specific performance or to enjoin the continuing breach of this Agreement. Such remedies shall, however, be cumulative and not exclusive, and shall be in addition to any other remedy which such party may have.

10.11. Term. This Agreement shall be effective as of the date hereof and shall continue in effect thereafter until the earlier of (a) its termination by the written consent of the parties hereto or their respective successors in interest and (b) the date on which no Registrable Securities remain outstanding.

10.12. Further Assurances. Subject to the specific terms of this Agreement, each of the Partnership and the Unitholder shall make, execute, acknowledge and deliver such other instruments and documents, and take all such other actions, as may be reasonably required in

order to effectuate the purposes of this Agreement and to consummate the transactions contemplated hereby.

10.13. Entire Agreement. This Agreement and any agreements entered into in connection with this Agreement constitute the entire agreement and the understanding of the parties hereto with respect to the matters referred to herein. This Agreement and the agreements referred to in the preceding sentence supersede all prior agreements and understandings between the parties with respect to such matters, including but not limited to the Original Registration Rights Agreement.

[Signature page follows]

IN WITNESS WHEREOF this Amended and Restated Agreement has been signed by each of the parties hereto, and shall be effective as of the date first above written.

CVR Partners, LP

By: CVR GP, LLC,
its General Partner

By: /s/ John J. Lipinski
Name: John J. Lipinski
Title: Chief Executive Officer and President

Coffeyville Resources, LLC

By: /s/ Edward Morgan
Name: Edward A. Morgan
Title: Chief Financial Officer and Treasurer

[Signature Page to CVR Partners, LP Amended and Restated Registration Rights Agreement]

Exhibit 10.7

Execution Version

SECOND AMENDED AND RESTATED
AGREEMENT OF LIMITED PARTNERSHIP
OF
CVR PARTNERS, LP

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SECOND AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP OF CVR PARTNERS, LP

THIS SECOND AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP OF CVR PARTNERS, LP, dated as of April 13, 2011 and effective as of the Effective Time, is entered into by and among CVR GP, LLC, a Delaware limited liability company, as the General Partner, and Coffeyville Resources, LLC, a Delaware limited liability company, as the Organizational Limited Partner, together with any other Persons who become Partners in the Partnership or parties hereto as provided herein. In consideration of the covenants, conditions and agreements contained herein, the parties hereto hereby agree as follows:

ARTICLE I
DEFINITIONS

Section 1.1 *Definitions*. The following definitions shall be for all purposes, unless otherwise clearly indicated to the contrary, applied to the terms used in this Agreement.

"*Adjusted Capital Account*" means the Capital Account maintained for each Partner as of the end of each taxable period of the Partnership, (a) increased by any amounts that such Partner is obligated to restore under the standards set by Treasury Regulation Section 1.704-1(b)(2)(ii)(c) (or is deemed obligated to restore under Treasury Regulation Sections 1.704-2(g)(1) and 1.704-2(i)(5)) and (b) decreased by (i) the amount of all losses and deductions that, as of the end of such taxable period, are reasonably expected to be allocated to such Partner in subsequent taxable periods under Sections 704(e)(2) and 706(d) of the Code and Treasury Regulation Section 1.751-1(b)(2)(ii), and (ii) the amount of all distributions that, as of the end of such taxable period, are reasonably expected to be made to such Partner in subsequent taxable periods in accordance with the terms of this Agreement or otherwise to the extent they exceed offsetting increases to such Partner's Capital Account that are reasonably expected to occur during (or prior to) the taxable period in which such distributions are reasonably expected to be made (other than increases as a result of a minimum gain chargeback pursuant to Sections 6.1(b)(i) or 6.1(b)(ii). The foregoing definition of Adjusted Capital Account is intended to comply with the provisions of Treasury Regulation Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith. The "Adjusted Capital Account" of a Partner in respect of any Partnership Interest shall be the amount that such Adjusted Capital Account would be if such Partnership Interest were the only interest in the Partnership held by such Partner from and after the date on which such Partnership Interest was first issued.

"*Adjusted Property*" means any property the Carrying Value of which has been adjusted pursuant to Sections 5.3(d)(i) or 5.3(d)(ii).

"*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.

"*Agreed Allocation*" means any allocation, other than a Required Allocation, of an item of income, gain, loss or deduction pursuant to the provisions of Section 6.1, including a Curative Allocation (if appropriate to the context in which the term "Agreed Allocation" is used).

"*Agreed Value*" of any Contributed Property means the fair market value of such property at the time of contribution and in the case of an Adjusted Property, the fair market value of such Adjusted Property on the date of the revaluation event as described in Section 5.3(d), in both cases as determined by the General Partner.

"*Agreement*" means this Second Amended and Restated Agreement of Limited Partnership of CVR Partners, LP, as it may be amended, supplemented or restated from time to time.

"*Amended Contribution Agreement*" means the Amended and Restated Contribution Agreement, dated April 7, 2011, by and among the Partnership, the General Partner, Coffeyville Resources, Coffeyville Acquisition III, and the Special General Partner, as such agreement may be amended, restated, modified or replaced from time to time.

"*Associate*" means, when used to indicate a relationship with any Person, (a) any corporation or organization of which such Person is a director, officer, manager, general partner or managing member or is, directly or indirectly, the owner of 20% or more of any class of voting stock or other voting interest; (b) any trust or other estate in which such Person has at least a 20% beneficial interest or as to which such Person serves as trustee or in a similar fiduciary capacity; and (c) any relative or spouse of such Person, or any relative of such spouse, who has the same principal residence as such Person.

"*Board of Directors*" means the board of directors of the General Partner.

"*Book-Tax Disparity*" means with respect to any item of Contributed Property or Adjusted Property, as of the date of any determination, the difference between the Carrying Value of such Contributed Property or Adjusted Property and the adjusted basis thereof for U.S. federal income tax purposes as of such date. A Partner's share of the Partnership's Book-Tax Disparities in all of its Contributed Property and Adjusted Property will be reflected by the difference between such Partner's Capital Account balance as maintained pursuant to Section 5.3 and the hypothetical balance of such Partner's Capital Account computed as if it had been maintained strictly in accordance with U.S. federal income tax accounting principles.

"*Business Day*" means Monday through Friday of each week, except that a legal holiday recognized as such by the government of the United States of America, the State of Kansas or the State of Texas shall not be regarded as a Business Day.

"*Capital Account*" means the capital account maintained for a Partner pursuant to Section 5.3. The "Capital Account" of a Partner in respect of a Partnership Interest shall be the amount that such Capital Account would be if such Partnership Interest were the only interest in the Partnership held by such Partner from and after the date on which such Partnership Interest was first issued.

"*Capital Contribution*" means any cash, cash equivalents or the Net Agreed Value of Contributed Property that a Partner contributes to the Partnership or that is contributed to the Partnership on behalf of a Partner (including, in the case of an underwritten offering of Units, the amount of any underwriting discounts or commissions).

"*Carrying Value*" means (a) with respect to a Contributed Property or Adjusted Property, the Agreed Value of such property reduced (but not below zero) by all depreciation, amortization and cost recovery deductions charged to the Partners' Capital Accounts in respect of such property, and (b) with respect to any other Partnership property, the adjusted basis of such property for U.S. federal income tax purposes, all as of the time of determination. The Carrying Value of any property shall be adjusted from time to time in accordance with Section 5.3(d), and to reflect changes, additions or other adjustments to the Carrying Value for dispositions and acquisitions of Partnership properties, as deemed appropriate by the General Partner.

"*Cause*" means a court of competent jurisdiction has entered a final, non-appealable judgment finding that the General Partner, as an entity, has materially breached a material provision of this Agreement or is liable for actual fraud or willful misconduct in its capacity as a general partner of the Partnership.

"*Certificate*" means a certificate in such form (including global form if permitted by applicable rules and regulations) as may be adopted by the General Partner, issued by the Partnership evidencing ownership of one or more Partnership Interests. The initial form of certificate approved by the General Partner for Common Units is attached as Exhibit A to this Agreement.

"*Certificate of Limited Partnership*" means the Certificate of Limited Partnership of the Partnership filed with the Secretary of State of the State of Delaware as referenced in Section 7.2, as such Certificate of Limited Partnership may be amended, supplemented or restated from time to time.

"*claim*" (as used in Section 7.12(c)) has the meaning assigned to such term in Section 7.12(c).

"*Closing Date*" means the first date on which Common Units are sold by the Partnership to the Underwriters pursuant to the provisions of the Underwriting Agreement.

"*Closing Price*" means, in respect of any class of Limited Partner Interests, as of the date of determination, the last sale price on such day, regular way, or in case no such sale takes place on such day, the average of the closing bid and asked prices on such day, regular way, in either case as reported in the principal consolidated transaction reporting system with respect to securities listed or admitted to trading on the principal National Securities Exchange on which the respective Limited Partner Interests are listed or admitted to trading or, if such Limited Partner Interests are not listed or admitted to trading on any National Securities Exchange, the last quoted price on such day or, if not so quoted, the average of the high bid and low asked prices on such day in the over-the-counter market, as reported by the primary reporting system then in use in relation to such Limited Partner Interests of such class, or, if on any such day such Limited Partner Interests of such class are not quoted by any such organization, the average of

the closing bid and asked prices on such day as furnished by a professional market maker making a market in such Limited Partner Interests of such class selected by the General Partner, or if on any such day no market maker is making a market in such Limited Partner Interests of such class, the fair value of such Limited Partner Interests on such day as determined by the General Partner.

"*Code*" means the U.S. Internal Revenue Code of 1986, as amended and in effect from time to time. Any reference herein to a specific section or sections of the Code shall be deemed to include a reference to any corresponding provision of any successor law.

"*Coffeyville Acquisition III*" means Coffeyville Acquisition III LLC, a Delaware limited liability company.

"*Coffeyville Resources*" means Coffeyville Resources, LLC, a Delaware limited liability company.

"*Combined Interest*" has the meaning assigned to such term in Section 11.3(a).

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

"*Common Unit*" means a Unit representing, when outstanding, a fractional part of the Partnership Interests of all Limited Partners, and having the rights and obligations specified with respect to Common Units in this Agreement.

"*Conflicts Committee*" means a committee of the Board of Directors composed entirely of one or more directors who are not (a) officers or employees of the General Partner, (b) officers, directors or employees of any Affiliate of the General Partner or (c) holders of any ownership interest in the General Partner or any of its Affiliates, including any Group Member, other than Common Units and other awards that are granted to such director under the Long Term Incentive Plan and who also meet the independence standards required of directors who serve on an audit committee of a board of directors established by the Securities Exchange Act and the rules and regulations of the Commission thereunder and by (i) the National Securities Exchange on which any class of Partnership Interests are listed or admitted to trading or (ii) if no class of Partnership Interests is so listed or traded, by the New York Stock Exchange, Inc.

"*Contributed Property*" means each property, in such form as may be permitted by the Delaware Act, but excluding cash, contributed to the Partnership. Once the Carrying Value of a Contributed Property is adjusted pursuant to Section 5.3(d), such property shall no longer constitute a Contributed Property, but shall be deemed an Adjusted Property.

"*Contribution Agreement*" means that certain Contribution, Conveyance and Assumption Agreement, dated as of October 24, 2007, among the General Partner, the Special General Partner, the Organizational Limited Partner and the Partnership, together with the additional conveyance documents and instruments contemplated or referenced thereunder.

"*Credit Agreement*" means the Credit Agreement, dated as of April 13, 2011, among the Partnership, Goldman Sachs Lending Partners LLC and the other lenders party thereto, as such agreement may be amended, modified, supplemented, replaced, refinanced or otherwise

restructured from time to time, including any refinancing, restructuring or replacement by one or more other credit agreements, indentures, purchase agreements or other agreements, whether or not the amount covered thereby is increased or decreased, and with the same or different counterparties..

"*Curative Allocation*" means any allocation of an item of income, gain, deduction, loss or credit pursuant to the provisions of Section 6.1(b)(xi).

"*Current Market Price*" means, in respect of any class of Partnership Interests, as of the date of determination, the average of the daily Closing Prices per Partnership Interest of such class for the 20 consecutive Trading Days immediately prior to such date.

"*Delaware Act*" means the Delaware Revised Uniform Limited Partnership Act, 6 Del C. Section 17-101, *et seq*., as amended, supplemented or restated from time to time, and any successor to such statute.

"*Departing General Partner*" means a former General Partner from and after the effective date of any withdrawal or removal of such former General Partner pursuant to Sections 11.1 or 11.2.

"*Economic Risk of Loss*" has the meaning set forth in Treasury Regulation Section 1.752-2(a).

"*Effective Time*" means the time of completion of the redemption by the Partnership of the Incentive Distribution Rights pursuant to the Amended Contribution Agreement.

"*Eligibility Certificate*" has the meaning assigned to such term in Section 4.8(b)**.**

"*Eligibility Certification*" means a properly completed certificate in such form as may be specified by the General Partner by which a Partner certifies that he (and if he is a nominee holding for the account of another Person, that to the best of his knowledge such other Person) is an Eligible Holder.

"*Eligible Holder*" means a Person that satisfies the eligibility requirements established by the General Partner for Partners pursuant to Section 4.8.

"*Event of Withdrawal*" has the meaning assigned to such term in Section 11.1(a).

"*Fertilizer Restricted Businesses*" has the meaning assigned to such term in the Omnibus Agreement.

"*General Partner*" means CVR GP, LLC, a Delaware limited liability company, and its successors and permitted assigns that are admitted to the Partnership as the general partner of the Partnership, in their capacity as the general partner of the Partnership.

"*General Partner Interest*" means the non-economic management interest of the General Partner in the Partnership (in its capacity as general partner without reference to any Limited Partner Interest), which includes any and all rights, powers and benefits to which the General

Partner is entitled as provided in this Agreement, together with all obligations of the General Partner to comply with the terms and provisions of this Agreement. The General Partner Interest does not have any rights to ownership or profits or any rights to receive distributions from operations or the liquidation or winding-up of the Partnership.

"*Gross Liability Value*" means, with respect to any Liability of the Partnership described in Treasury Regulation Section 1.752-7(b)(3)(i), the amount of cash that a willing assignor would pay to a willing assignee to assume such Liability in an arm's-length transaction.

"*Group*" means a Person that with or through any of its Affiliates or Associates has any contract, arrangement, understanding or relationship for the purpose of acquiring, holding, voting (except voting pursuant to a revocable proxy or consent given to such Person in response to a proxy or consent solicitation made to 10 or more Persons), exercising investment power or disposing of any Partnership Interests with any other Person that beneficially owns, or whose Affiliates or Associates beneficially own, directly or indirectly, Partnership Interests.

"*Group Member*" means a member of the Partnership Group.

"*Group Member Agreement*" means the partnership agreement of any Group Member, other than the Partnership, that is a limited or general partnership, the limited liability company agreement of any Group Member that is a limited liability company, the certificate of incorporation and bylaws or similar organizational documents of any Group Member that is a corporation, the joint venture agreement or similar governing document of any Group Member that is a joint venture and the governing or organizational or similar documents of any other Group Member that is a Person other than a limited or general partnership, limited liability company, corporation or joint venture, as such may be amended, supplemented or restated from time to time.

"*Holder*" as used in Section 7.12, has the meaning assigned to such term in Section 7.12(a).

"*Incentive Distribution Rights*" means, prior to their extinguishment pursuant to Section 5.1 hereto, a non-voting Limited Partner Interest which conferred upon the holder thereof the rights and obligations specifically provided in the original Agreement of Limited Partnership of the Partnership, as heretofore amended.

"*Indemnified Persons*" has the meaning assigned to such term in Section 7.12(c).

"*Indemnitee*" means (a) the General Partner, (b) any Departing General Partner, (c) any Person who is or was a director, officer, fiduciary, trustee, manager or managing member of any Group Member, the General Partner or any Departing General Partner, (d) any Person who is or was a manager, managing member, director, officer, employee, agent, fiduciary or trustee of any Group Member, a General Partner, any Departing General Partner or any of their respective Affiliates, (e) any Person who is or was serving at the request of the General Partner or any Departing General Partner as a director, officer, fiduciary, trustee, manager or managing member of another Person owing a fiduciary duty to any Group Member; provided that a Person shall not be an Indemnitee by reason of providing, on a fee-for-services basis, trustee, fiduciary or custodial services, (f) any Person who controls or has previously controlled, directly or

indirectly, the General Partner and (g) any Person the General Partner designates as an "Indemnitee" for purposes of this Agreement because such Person's service, status or relationship exposes such Person to potential claims, demands, actions, suits or proceedings relating to the Partnership Group's business and affairs.

"*Ineligible Holder*" has the meaning assigned to such term in Section 4.8(c)**.**

"*Initial Offering*" means the initial offering and sale of Common Units to the public, as described in the Registration Statement, including the offering and any sale of Common Units pursuant to the Over-Allotment Option.

"*Limited Partner*" means, unless the context otherwise requires, the Organizational Limited Partner, each additional Person that becomes a Limited Partner pursuant to the terms of this Agreement and any Departing General Partner or Special General Partner upon the change of its status from General Partner or Special General Partner to Limited Partner pursuant to Section 11.3 or Section 5.1(c), in each case in such Person's capacity as a limited partner of the Partnership.

"*Limited Partner Interest*" means the ownership interest of a Limited Partner in the Partnership, which may be evidenced by Common Units or other Units or a combination thereof or interest therein, and includes any and all benefits to which such Limited Partner is entitled as provided in this Agreement, together with all obligations of such Limited Partner to comply with the terms and provisions of this Agreement.

"*Liquidation Date*" means (a) in the case of an event giving rise to the dissolution of the Partnership of the type described in clauses (a) and (b) of the first sentence of Section 12.2, the date on which the applicable time period during which the Partners have the right to elect to continue the business of the Partnership has expired without such an election being made, and (b) in the case of any other event giving rise to the dissolution of the Partnership, the date on which such event occurs.

"*Liquidator*" means one or more Persons selected by the General Partner to perform the functions described in Section 12.4 as liquidating trustee of the Partnership within the meaning of the Delaware Act.

"*Long Term Incentive Plan*" means the CVR Partners, LP 2011 Long-Term Incentive Plan, as it may be amended, restated or modified from time to time, or any equity compensation plan successor thereto.

"*Merger Agreement*" has the meaning assigned to such term in Section 14.1.

"*National Securities Exchange*" means an exchange registered with the Commission under Section 6(a) of the Securities Exchange Act (or any successor to such Section) and any other securities exchange (whether or not registered with the Commission under Section 6(a) of the Securities Exchange Act (or successor to such Section)) that the General Partner shall designate as a National Securities Exchange for purposes of this Agreement.

"*Net Agreed Value*" means, (a) in the case of any Contributed Property, the Agreed Value of such property reduced by any liabilities either assumed by the Partnership upon such contribution or to which such property is subject when contributed and (b) in the case of any property distributed to a Partner by the Partnership, the Partnership's Carrying Value of such property (as adjusted pursuant to Section 5.3(d)(ii)) at the time such property is distributed, reduced by any liabilities either assumed by such Partner upon such distribution or to which such property is subject at the time of distribution.

"*Net Income*" means, for any taxable period, the excess, if any, of the Partnership's items of income and gain for such taxable period over the Partnership's items of loss and deduction for such taxable period. The items included in the calculation of Net Income shall be determined in accordance with Section 5.3(b) and shall not include any items specially allocated under Section 6.1(b).

"*Net Loss*" means, for any taxable period, the excess, if any, of the Partnership's items of loss and deduction for such taxable period over the Partnership's items of income and for such taxable period. The items included in the calculation of Net Loss shall be determined in accordance with Section 5.3(b) and shall not include any items specially allocated under Section 6.1(b).

"*Nonrecourse Built-in Gain*" means with respect to any Contributed Properties or Adjusted Properties that are subject to a mortgage or pledge securing a Nonrecourse Liability, the amount of any taxable gain that would be allocated to the Partners pursuant to Section 6.2(b) if such properties were disposed of in a taxable transaction in full satisfaction of such liabilities and for no other consideration.

"*Nonrecourse Deductions*" means any and all items of loss, deduction or expenditure (including any expenditure described in Section 705(a)(2)(B) of the Code) that, in accordance with the principles of Treasury Regulation Section 1.704-2(b), are attributable to a Nonrecourse Liability.

"*Nonrecourse Liability*" has the meaning set forth in Treasury Regulation Section 1.752-1(a)(2).

"*Notice of Election to Purchase*" has the meaning assigned to such term in Section 15.1(b).

"*Omnibus Agreement*" means that certain Amended and Restated Omnibus Agreement, dated as of April 13, 2011, among CVR Energy, Inc., the General Partner and the Partnership, as such may be amended, supplemented or restated from time to time.

"*Opinion of Counsel*" means a written opinion of counsel (who may be regular counsel to the Partnership or the General Partner or any of its Affiliates) acceptable to the General Partner.

"*Option Closing Date*" means the date or dates on which any Common Units are sold by the Partnership to the Underwriters upon exercise of the Over-Allotment Option.

"*Organizational Limited Partner*" means Coffeyville Resources, LLC in its capacity as the organizational limited partner of the Partnership pursuant to this Agreement.

"*Outstanding*" means, with respect to Partnership Interests, all Partnership Interests that are issued by the Partnership and reflected as outstanding on the Partnership's books and records as of the date of determination; provided, however, that if at any time any Person or Group (other than the General Partner or its Affiliates, including Coffeyville Resources, LLC and CVR Energy, Inc.) beneficially owns 20% or more of the Outstanding Limited Partner Interests of any class then Outstanding, none of the Limited Partner Interests owned by such Person or Group shall be entitled to be voted on any matter and shall not be considered to be Outstanding when sending notices of a meeting of Limited Partners to vote on any matter (unless otherwise required by law), calculating required votes, determining the presence of a quorum or for other similar purposes under this Agreement, except that Limited Partner Interests so owned shall be considered to be Outstanding for purposes of Section 11.1(b)(iv) (such Partnership Interests shall not, however, be treated as a separate class of Partnership Interests for purposes of this Agreement or the Delaware Act); provided, further, that the foregoing limitation on voting of Partnership Interests shall not apply to (i) any Person or Group who acquired 20% or more of the Outstanding Limited Partner Interests of any class then Outstanding directly from the General Partner or its Affiliates (other than the Partnership), (ii) any Person or Group who acquired 20% or more of the Outstanding Limited Partner Interests of any class then Outstanding directly or indirectly from a Person or Group described in clause (i) provided that the General Partner shall have notified such Person or Group in writing that such limitation shall not apply, or (iii) any Person or Group who acquired 20% or more of any Limited Partner Interests issued by the Partnership provided that the General Partner shall have notified such Person or Group in writing that such limitation shall not apply.

"*Over-Allotment Option*" means the over-allotment option granted to the Underwriters by the Partnership pursuant to the Underwriting Agreement.

"*Partner Nonrecourse Debt*" has the meaning given to such term in Treasury Regulation Section 1.704-2(b)(4).

"*Partner Nonrecourse Debt Minimum Gain*" has the meaning given to such term in Treasury Regulation Section 1.704-2(i)(2).

"*Partner Nonrecourse Deductions*" means any and all items of loss, deduction or expenditure (including any expenditure described in Section 705(a)(2)(B) of the Code) that, in accordance with the principles of Treasury Regulation Section 1.704-2(i)(1), are attributable to a Partner Nonrecourse Debt.

"*Partners*" means the General Partner and the Limited Partners.

"*Partnership*" means CVR Partners, LP, a Delaware limited partnership.

"*Partnership Group*" means the Partnership and its Subsidiaries treated as a single entity.

"*Partnership Interest*" means an interest in the Partnership, which shall include any General Partner Interest and Limited Partner Interests but shall exclude any options, rights,

warrants and appreciation rights relating to an equity interest in the Partnership and, for the purpose of Section 7.12, shall include any interests into which such Partnership Interests are convertible or for which such Partnership Interests are exchangeable.

"*Partnership Minimum Gain*" means the amount of "partnership minimum gain" determined in accordance with the principles of Treasury Regulation Sections 1.704-2(b)(2) and 1.704-2(d).

"*Percentage Interest*" means as of any date of determination (a) as to any Unitholder with respect to Units, the product obtained by multiplying (i) 100% less the percentage applicable to clause (b) below by (ii) the quotient obtained by dividing (A) the number of Units held by such Unitholder, by (B) the total number of all Outstanding Units, and (b) as to the holders of other Partnership Interests issued by the Partnership in accordance with Section 5.4, the percentage established (or determined as established) as a part of such issuance. The Percentage Interest with respect to the General Partner Interest shall at all times be zero.

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

"*Pro Rata*" means (a) when used with respect to Units or any class thereof, apportioned equally among all designated Units in accordance with their relative Percentage Interests and (b) when used with respect to Partners or Record Holders, apportioned among all Partners or Record Holders in accordance with their relative Percentage Interests.

"*Purchase Date*" means the date determined by the General Partner as the date for purchase of all Outstanding Limited Partner Interests of a certain class (other than Limited Partner Interests owned by the General Partner and its Affiliates) pursuant to Article XV.

"*Quarter*" means, unless the context requires otherwise, a fiscal quarter of the Partnership.

"*Rate Eligibility Trigger*" has the meaning assigned to such term in Section 4.8(a)(i).

"*Recapture Income*" means any gain recognized by the Partnership (computed without regard to any adjustment required by Section 734 or Section 743 of the Code) upon the disposition of any property or asset of the Partnership, which gain is characterized as ordinary income because it represents the recapture of deductions previously taken with respect to such property or asset.

"*Record Date*" means the date established by the General Partner or otherwise in accordance with this Agreement for determining (a) the identity of the Record Holders entitled to notice of, or to vote at, any meeting of Limited Partners or entitled to vote by ballot or give approval of Partnership action in writing without a meeting or entitled to exercise rights in respect of any lawful action of Limited Partners or (b) the identity of Record Holders entitled to receive any report or distribution or to participate in any offer.

"*Record Holder*" means (a) with respect to Partnership Interests of any class of Partnership Interests for which a Transfer Agent has been appointed, the Person in whose name a Partnership Interest of such class is registered on the books of the Transfer Agent as of the opening of business on a particular Business Day, or (b) with respect to other classes of Partnership Interests, the Person in whose name any such other Partnership Interest is registered on the books that the General Partner has caused to be kept as of the opening of business on such Business Day.

"*Redeemable Interests*" means any Partnership Interests for which a redemption notice has been given, and has not been withdrawn, pursuant to Section 4.9.

"*Registration Statement*" means the Registration Statement on Form S-1 (File No. 333-171270) as it has been or as it may be amended or supplemented from time to time, filed by the Partnership with the Commission under the Securities Act to register the offering and sale of the Common Units in the Initial Offering, including any related registration statement filed pursuant to Rule 462(b) under the Securities Act.

"*Required Allocations*" means any allocation of an item of income, gain, loss or deduction pursuant to Sections 6.1(b)(i), 6.1(b)(ii), 6.1(b)(iv), 6.1(b)(v), 6.1(b)(vi), 6.1(b)(vii) or 6.1(b)(ix).

"*Securities Act*" means the Securities Act of 1933, as amended, supplemented or restated from time to time and any successor to such statute.

"*Securities Exchange Act*" means the Securities Exchange Act of 1934, as amended, supplemented or restated from time to time and any successor to such statute.

"*Special Approval*" means approval by a majority of the members of the Conflicts Committee.

"*Special General Partner*" means CVR Special GP, LLC, a Delaware limited liability company that was previously admitted to the Partnership as special general partner of the Partnership, and whose Special Units were exchanged for Common Units pursuant to the Amended Contribution Agreement.

"*Special General Partner Interest*" means, historically, the management and ownership interest of the Special General Partner in the Partnership (in its capacity as Special General Partner).

"*Special GP Units*" the 30,303,000 special GP units which represented, prior to their exchange pursuant to the Amended Contribution Agreement, the Special General Partner Interest.

"*Special LP Units*" the 30,333 special LP units which represented, prior to their exchange pursuant to the Amended Contribution Agreement, all of the limited partner interests in the Partnership.

"*Special Units*" means the Special GP Units and the Special LP Units, collectively.

"*Subsidiary*" means, with respect to any Person, (a) a corporation of which more than 50% of the voting power of shares entitled (without regard to the occurrence of any contingency) to vote in the election of directors or other governing body of such corporation is owned, directly or indirectly, at the date of determination, by such Person, by one or more Subsidiaries of such Person or a combination thereof, (b) a partnership (whether general or limited) in which such Person or a Subsidiary of such Person is, at the date of determination, a general partner of such partnership, but only if such Person, directly or by one or more Subsidiaries of such Person, or a combination thereof, controls such partnership, directly or indirectly, at the date of determination or (c) any other Person in which such Person, one or more Subsidiaries of such Person, or a combination thereof, directly or indirectly, at the date of determination, has (i) at least a majority ownership interest or (ii) the power to elect or direct the election of a majority of the directors or other governing body of such Person.

"*Surviving Business Entity*" has the meaning assigned to such term in Section 14.2(b)(ii).

"*Trading Day*" means, for the purpose of determining the Current Market Price of any class of Limited Partner Interests, a day on which the principal National Securities Exchange on which such class of Limited Partner Interests is listed or admitted to trading is open for the transaction of business or, if Limited Partner Interests of a class are not listed or admitted to trading on any National Securities Exchange, a day on which banking institutions in New York City generally are open.

"*transfer*" has the meaning assigned to such term in Section 4.4(a).

"*Transfer Agent*" means such bank, trust company or other Person (including the General Partner or one of its Affiliates) as may be appointed from time to time by the Partnership to act as registrar and transfer agent for any class of Partnership Interests; provided that if no Transfer Agent is specifically designated for any class of Partnership Interests, the General Partner shall act in such capacity.

"*Underwriter*" means each Person named as an underwriter in the Underwriting Agreement who purchases Common Units pursuant thereto.

"*Underwriting Agreement*" means that certain Underwriting Agreement dated April 7, 2011, by and among the representatives of the Underwriters, the Partnership, and the other parties thereto, providing for the purchase of Common Units by the Underwriters, as supplemented by the Joinder Agreement, dated April 13, 2011, by the General Partner.

"*Unit*" means a Partnership Interest that is designated as a "Unit" and shall include Common Units.

"*Unit Majority*" means at least a majority of the Outstanding Common Units.

"*Unitholders*" means the holders of Units.

"*Unrealized Gain*" attributable to any item of Partnership property means, as of any date of determination, the excess, if any, of (a) the fair market value of such property as of such date

(as determined under Section 5.3(d)) over (b) the Carrying Value of such property as of such date (prior to any adjustment to be made pursuant to Section 5.3(d) as of such date).

"*Unrealized Loss*" attributable to any item of Partnership property means, as of any date of determination, the excess, if any, of (a) the Carrying Value of such property as of such date (prior to any adjustment to be made pursuant to Section 5.3(d) as of such date) over (b) the fair market value of such property as of such date (as determined under Section 5.3(d)).

"*Unrestricted Person*" means each Indemnitee, each Partner and each Person who is or was a member, partner, director, officer, employee or agent of any Group Member, the General Partner or any Departing General Partner or any Affiliate of any Group Member, the General Partner or any Departing General Partner and any Person the General Partner designates as an "Unrestricted Person" for purposes of this Agreement.

"*U.S. GAAP*" means United States generally accepted accounting principles, as in effect from time to time, consistently applied.

"*Withdrawal Opinion of Counsel*" has the meaning assigned to such term in Section 11.1(b).

Section 1.2 *Construction*. Unless the context requires otherwise: (a) any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms; (b) references to Articles and Sections refer to Articles and Sections of this Agreement; (c) the terms "include", "includes", "including" and words of like import shall be deemed to be followed by the words "without limitation"; and (d) the terms "hereof", "herein" and "hereunder" refer to this Agreement as a whole and not to any particular provision of this Agreement. The table of contents and headings contained in this Agreement are for reference purposes only, and shall not affect in any way the meaning or interpretation of this Agreement.

ARTICLE II
ORGANIZATION

Section 2.1 *Formation*. The General Partner, the Special General Partner and the Organizational Limited Partner previously formed the Partnership as a limited partnership pursuant to the provisions of the Delaware Act. The General Partner and the Organizational Limited Partner hereby amend and restate the original Agreement of Limited Partnership of the Partnership, as heretofore amended, in its entirety. This amendment and restatement shall become effective on the date of this Agreement. Except as expressly provided to the contrary in this Agreement, the rights, duties, liabilities and obligations of the Partners and the administration, dissolution and termination of the Partnership shall be governed by the Delaware Act.

Section 2.2 *Name.* The name of the Partnership shall be "CVR Partners, LP". The Partnership's business may be conducted under any other name or names as determined by the General Partner, including the name of the General Partner. The words "Limited Partnership," the letters "LP," or "Ltd." or similar words or letters shall be included in the Partnership's name where necessary for the purpose of complying with the laws of any jurisdiction that so requires.

The General Partner may change the name of the Partnership at any time and from time to time and shall notify the Partners of such change in the next regular communication to the Partners.

Section 2.3 *Registered Office;* Registered Agent; Principal Office; Other Offices. Unless and until changed by the General Partner, the registered office of the Partnership in the State of Delaware shall be located at 1209 Orange Street, Wilmington, Delaware 19801, and the registered agent for service of process on the Partnership in the State of Delaware at such registered office shall be The Corporation Trust Company. The principal office of the Partnership shall be located at 2277 Plaza Drive, Suite 500, Sugar Land, Texas 77479 or such other place as the General Partner may from time to time designate by notice to the Partners. The Partnership may maintain offices at such other place or places within or outside the State of Delaware as the General Partner determines to be necessary or appropriate. The address of the General Partner shall be 2277 Plaza Drive, Suite 500, Sugar Land, Texas 77479 or such other place as the General Partner may from time to time designate by notice to the Partners.

Section 2.4 *Purpose and Business*. The purpose and nature of the business to be conducted by the Partnership shall be to engage directly in, or enter into or form, hold and dispose of any corporation, partnership, joint venture, limited liability company or other arrangement to engage indirectly in, any business activity that is approved by the General Partner, in its sole discretion, and that lawfully may be conducted by a limited partnership organized pursuant to the Delaware Act and, in connection therewith, to exercise all of the rights and powers conferred upon the Partnership pursuant to the agreements relating to such business activity, and do anything necessary or appropriate to the foregoing, including the making of capital contributions or loans to a Group Member; *provided*, however, that the General Partner shall not cause the Partnership to engage, directly or indirectly, in any business activity that the General Partner determines would be reasonably likely to cause the Partnership to be treated as an association taxable as a corporation or otherwise taxable as an entity for federal income tax purposes. To the fullest extent permitted by law, the General Partner shall have no duty or obligation to propose or approve, and may, in its sole discretion, decline to propose or approve, the conduct by the Partnership of any business.

Section 2.5 *Powers*. The Partnership shall be empowered to do any and all acts and things necessary, appropriate, proper, advisable, incidental to or convenient for the furtherance and accomplishment of the purposes and business described in Section 2.4 and for the protection and benefit of the Partnership.

Section 2.6 *Term*. The term of the Partnership commenced upon the filing of the Certificate of Limited Partnership in accordance with the Delaware Act and shall continue until the dissolution of the Partnership in accordance with the provisions of Article XII. The existence of the Partnership as a separate legal entity shall continue until the cancellation of the Certificate of Limited Partnership as provided in the Delaware Act.

Section 2.7 *Title to Partnership Assets*. Title to Partnership assets, whether real, personal or mixed and whether tangible or intangible, shall be deemed to be owned by the Partnership as an entity, and no Partner, individually or collectively, shall have any ownership interest in such Partnership assets or any portion thereof. Title to any or all of the Partnership assets may be held in the name of the Partnership, the General Partner, one or more of its Affiliates or one or more nominees, as the General Partner may determine. The General Partner hereby declares and warrants that any Partnership assets for which record title is held in the name of the General Partner or one or more of its

Affiliates or one or more nominees shall be held by the General Partner or such Affiliate or nominee for the use and benefit of the Partnership in accordance with the provisions of this Agreement; provided, however, that the General Partner shall use reasonable efforts to cause record title to such assets (other than those assets in respect of which the General Partner determines that the expense and difficulty of conveyancing makes transfer of record title to the Partnership impracticable) to be vested in the Partnership as soon as reasonably practicable; provided, further, that, prior to the withdrawal or removal of the General Partner or as soon thereafter as practicable, the General Partner shall use reasonable efforts to effect the transfer of record title to the Partnership and, prior to any such transfer, will provide for the use of such assets in a manner satisfactory to the General Partner. All Partnership assets shall be recorded as the property of the Partnership in its books and records, irrespective of the name in which record title to such Partnership assets is held.

ARTICLE III
RIGHTS OF LIMITED PARTNERS

Section 3.1 *Limitation of Liability*. The Limited Partners shall have no liability under this Agreement except as expressly provided in this Agreement or the Delaware Act.

Section 3.2 *Management of Business*. No Limited Partner, in its capacity as such, shall participate in the operation, management or control (within the meaning of the Delaware Act) of the Partnership's business, transact any business in the Partnership's name or have the power to sign documents for or otherwise bind the Partnership. Any action taken by any Affiliate of the General Partner or any officer, director, employee, manager, member, general partner, agent or trustee of the General Partner or any of its Affiliates, or any officer, director, employee, manager, member, general partner, agent or trustee of a Group Member, in its capacity as such, shall not be deemed to be participation in the control of the business of the Partnership by a limited partner of the Partnership (within the meaning of Section 17-303(a) of the Delaware Act) and shall not affect, impair or eliminate the limitations on the liability of the Limited Partners under this Agreement.

Section 3.3 *Outside Activities of the Limited Partners*. Subject to the provisions of Section 7.5 and the Omnibus Agreement, which shall continue to be applicable to the Persons referred to therein, regardless of whether such Persons shall also be Limited Partners, each Limited Partner shall be entitled to and may have any business interests and engage in any business activities in addition to those relating to the Partnership, including business interests and activities in direct competition with the Partnership Group. Neither the Partnership nor any of the other Partners shall have any rights by virtue of this Agreement in any business ventures of any Limited Partner.

Section 3.4 *Rights of Limited Partners*.

(a) In addition to other rights provided by this Agreement or by applicable law (other than Section 17-305(a) of the Delaware Act, the obligations of which are expressly replaced in their entirety by the provisions below), and except as limited by Section 3.4(b), each Limited

Partner shall have the right, for a purpose that is reasonably related, as determined by the General Partner, to such Limited Partner's interest as a Limited Partner in the Partnership, upon reasonable written demand stating the purpose of such demand and at such Limited Partner's own expense to obtain:

(i) true and full information regarding the status of the business and financial condition of the Partnership (provided that the requirements of this Section 3.4(a)(i) shall be satisfied to the extent the Limited Partner is furnished the Partnership's most recent annual report and any subsequent quarterly or periodic reports required to be filed (or which would be required to be filed) with the Commission pursuant to Section 13 of the Exchange Act);

(ii) a current list of the name and last known business, residence or mailing address of each Record Holder;

(iii) a copy of this Agreement and the Certificate of Limited Partnership and all amendments thereto, together with copies of the executed copies of all powers of attorney pursuant to which this Agreement, the Certificate of Limited Partnership and all amendments thereto have been executed;

(iv) true and full information regarding the amount of cash and a description and statement of the Net Agreed Value of any other Capital Contribution by each Partner and that each Partner has agreed to contribute in the future, and the date on which each became a Partner; and

(v) such other information regarding the affairs of the Partnership as the General Partner determines is just and reasonable.

(b) The General Partner may keep confidential from the Limited Partners, for such period of time as the General Partner deems reasonable, (i) any information that the General Partner reasonably believes to be in the nature of trade secrets or (ii) other information the disclosure of which the General Partner believes (A) is not in the best interests of the Partnership Group, (B) could damage the Partnership Group or its business or (C) that any Group Member is required by law or by agreement with any third party to keep confidential (other than agreements with Affiliates of the Partnership the primary purpose of which is to circumvent the obligations set forth in this Section 3.4).

ARTICLE IV
CERTIFICATES; RECORD HOLDERS; TRANSFER OF PARTNERSHIP INTERESTS; REDEMPTION OF PARTNERSHIP INTERESTS

Section 4.1 *Certificates*. Notwithstanding anything otherwise to the contrary herein, unless the General Partner shall determine otherwise in respect of some or all of any or all classes of Partnership Interests, Partnership Interests shall not be evidenced by certificates. Certificates that may be issued shall be executed on behalf of the Partnership by the Chairman of the Board, President or any Executive Vice President or Vice President and the Secretary or any Assistant Secretary of the General Partner. No Certificate shall be valid for any purpose until it has been countersigned by the Transfer Agent; provided, however, that if the General Partner

elects to cause the Partnership to issue Partnership Interests of such class in global form, the Certificate shall be valid upon receipt of a certificate from the Transfer Agent certifying that the Partnership Interests have been duly registered in accordance with the directions of the Partnership.

Section 4.2 *Mutilated, Destroyed, Lost or Stolen Certificates*.

(a) If any mutilated Certificate is surrendered to the Transfer Agent, the appropriate officers of the General Partner on behalf of the Partnership shall execute, and the Transfer Agent shall countersign and deliver in exchange therefor, a new Certificate evidencing the same number and type of Partnership Interests as the Certificate so surrendered.

(b) The appropriate officers of the General Partner on behalf of the Partnership shall execute and deliver, and the Transfer Agent shall countersign, a new Certificate in place of any Certificate previously issued if the Record Holder of the Certificate:

(i) makes proof by affidavit, in form and substance satisfactory to the General Partner, that a previously issued Certificate has been lost, destroyed or stolen;

(ii) requests the issuance of a new Certificate before the General Partner has notice that the Certificate has been acquired by a purchaser for value in good faith and without notice of an adverse claim;

(iii) if requested by the General Partner, delivers to the General Partner a bond, in form and substance satisfactory to the General Partner, with surety or sureties and with fixed or open penalty as the General Partner may direct, to indemnify the Partnership, the Partners, the General Partner and the Transfer Agent against any claim that may be made on account of the alleged loss, destruction or theft of the Certificate; and

(iv) satisfies any other reasonable requirements imposed by the General Partner.

If a Partner fails to notify the General Partner within a reasonable period of time after such Partner has notice of the loss, destruction or theft of a Certificate, and a transfer of the Partner Interests represented by the Certificate is registered before the Partnership, the General Partner or the Transfer Agent receives such notification, the Partner shall be precluded from making any claim against the Partnership, the General Partner or the Transfer Agent for such transfer or for a new Certificate.

(c) As a condition to the issuance of any new Certificate under this Section 4.2, the General Partner may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Transfer Agent) reasonably connected therewith.

Section 4.3 *Record Holders*. The Partnership shall be entitled to recognize the Record Holder as the Partner with respect to any Partnership Interest and, accordingly, shall not be bound to recognize any equitable or other claim to, or interest in, such Partnership Interest on the part of any other Person, regardless of whether the Partnership shall have actual or other notice

thereof, except as otherwise provided by law or any applicable rule, regulation, guideline or requirement of any National Securities Exchange on which such Partnership Interests are listed or admitted to trading. Without limiting the foregoing, when a Person (such as a broker, dealer, bank, trust company or clearing corporation or an agent of any of the foregoing) is acting as nominee, agent or in some other representative capacity for another Person in acquiring and/or holding Partnership Interests, as between the Partnership on the one hand, and such other Persons on the other, such representative Person shall be (a) the Record Holder of such Partnership Interest and (b) bound by this Agreement and shall have the rights and obligations of a Partner hereunder as, and to the extent, provided herein.

Section 4.4 *Transfer Generally*.

(a) The term "transfer," when used in this Agreement with respect to a Partnership Interest, shall mean a transaction (i) by which the General Partner assigns its General Partner Interest to another Person, and includes a sale, assignment, gift, pledge, grant of security interest, encumbrance, hypothecation, mortgage, exchange or any other disposition by law or otherwise, or (ii) by which the holder of a Limited Partner Interest assigns such Limited Partner Interest to another Person who is or becomes a Limited Partner, and includes a sale, assignment, gift, exchange or any other disposition by law or otherwise (but not the pledge, grant of security interest, encumbrance, hypothecation or mortgage), including any transfer upon foreclosure or other exercise of remedies of any pledge, security interest, encumbrance, hypothecation or mortgage.

(b) No Partnership Interest shall be transferred, in whole or in part, except in accordance with the terms and conditions set forth in this Article IV. Any transfer or purported transfer of a Partnership Interest not made in accordance with this Article IV shall be, to the fullest extent permitted by law, null and void.

(c) Nothing contained in this Agreement shall be construed to prevent a disposition by any stockholder, member, partner or other owner of any Partner of any or all of the shares of stock, membership interests, partnership interests or other ownership interests in such Partner and the term "transfer" shall not mean any such disposition.

Section 4.5 *Registration and Transfer of Limited Partner Interests.*

(a) The General Partner shall keep or cause to be kept on behalf of the Partnership a register in which, subject to such reasonable regulations as it may prescribe and subject to the provisions of Section 4.5(b), the Partnership will provide for the registration and transfer of Limited Partner Interests.

(b) The Partnership shall not recognize any transfer of Limited Partner Interests evidenced by Certificates until the Certificates evidencing such Limited Partner Interests are surrendered for registration of transfer. No charge shall be imposed by the General Partner for such transfer; provided, that as a condition to the issuance of any new Certificate under this Section 4.5, the General Partner may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed with respect thereto. Upon surrender of a Certificate for registration of transfer of any Limited Partner Interests evidenced by a Certificate,

and subject to the provisions hereof, the appropriate officers of the General Partner on behalf of the Partnership shall execute and deliver, and in the case of Certificates evidencing Limited Partner Interests, the Transfer Agent shall countersign and deliver, in the name of the holder or the designated transferee or transferees, as required pursuant to the holder's instructions, one or more new Certificates evidencing the same aggregate number and type of Limited Partner Interests as was evidenced by the Certificate so surrendered.

(c) By acceptance of the transfer of any Limited Partner Interests in accordance with this Section 4.5 and except as provided in Section 4.8, each transferee of a Limited Partner Interest (including any nominee holder or an agent or representative acquiring such Limited Partner Interests for the account of another Person) (i) shall be admitted to the Partnership as a Limited Partner with respect to the Limited Partner Interests so transferred to such Person when any such transfer or admission is reflected in the books and records of the Partnership and such Limited Partner becomes the Record Holder of the Limited Partner Interests so transferred, (ii) shall become bound by the terms of this Agreement, (iii) represents that the transferee has the capacity, power and authority to enter into this Agreement, and (iv) makes the consents and waivers contained in this Agreement, all with or without execution of this Agreement. The transfer of any Limited Partner Interests and the admission of any new Limited Partner shall not constitute an amendment to this Agreement.

(d) Subject to (i) the foregoing provisions of this Section 4.5, (ii) Section 4.3, (iii) Section 4.7, (iv) with respect to any class or series of Limited Partner Interests, the provisions of any statement of designations or amendment of this Agreement establishing such class or series, (v) any contractual provisions binding on any Limited Partner and (vi) provisions of applicable law including the Securities Act, Limited Partner Interests shall be freely transferable.

Section 4.6 *Transfer of the General Partner Interest.*

(a) Subject to Section 4.6(c) below, prior to March 31, 2021, the General Partner shall not transfer all or any part of its General Partner Interest to a Person unless such transfer (i) has been approved by the prior written consent or vote of Partners (excluding the General Partner and its Affiliates) holding a majority of the Percentage Interests of all Partners (excluding the Percentage Interests of the General Partner and its Affiliates) or (ii) is of all, but not less than all, of its General Partner Interest to (A) an Affiliate of the General Partner (other than an individual) or (B) another Person (other than an individual) in connection with the merger or consolidation of the General Partner with or into such other Person or the transfer by the General Partner of all or substantially all of its assets to such other Person.

(b) Subject to Section 4.6(c) below, on or after March 31, 2021, the General Partner may transfer all or any part of its General Partner Interest without Unitholder approval.

(c) Notwithstanding anything herein to the contrary, no transfer by the General Partner of all or any part of its General Partner Interest to another Person shall be permitted unless (i) the transferee agrees to assume the rights and duties of the General Partner under this Agreement and to be bound by the provisions of this Agreement, (ii) the Partnership receives an Opinion of Counsel that such transfer would not result in the loss of limited liability under Delaware law of any Limited Partner or cause the Partnership to be treated as an association

taxable as a corporation or otherwise to be taxed as an entity for U.S. federal income tax purposes (to the extent not already so treated or taxed) and (iii) such transferee also agrees to purchase all (or the appropriate portion thereof, if applicable) of the partnership or membership interest of the General Partner as the general partner or managing member, if any, of each other Group Member. In the case of a transfer pursuant to and in compliance with this Section 4.6, the transferee or successor (as the case may be) shall, subject to compliance with the terms of Section 10.2, be admitted to the Partnership as the General Partner effective immediately prior to the transfer of the General Partner Interest, and the business of the Partnership shall continue without dissolution.

Section 4.7 *Restrictions on Transfers*.

(a) Notwithstanding the other provisions of this Article IV, no transfer of any Partnership Interests shall be made if such transfer would (i) violate the then applicable U.S. federal or state securities laws or rules and regulations of the Commission, any state securities commission or any other governmental authority with jurisdiction over such transfer, (ii) terminate the existence or qualification of the Partnership under the laws of the jurisdiction of its formation, or (iii) cause the Partnership to be treated as an association taxable as a corporation or otherwise to be taxed as an entity for U.S. federal income tax purposes (to the extent not already so treated or taxed).

(b) The General Partner may impose restrictions on the transfer of Partnership Interests if the General Partner determines, with the advice of counsel, that such restrictions are necessary or advisable to (i) avoid a significant risk of the Partnership becoming taxable as a corporation or otherwise becoming taxable as an entity for U.S. federal income tax purposes or (ii) preserve the uniformity of Limited Partner Interests (or any class or classes thereof). The General Partner may impose such restrictions by amending this Agreement; provided, however, that any amendment that would result in the delisting or suspension of trading of any class of Limited Partner Interests on the principal National Securities Exchange on which such class of Limited Partner Interests is then listed or admitted to trading must be approved, prior to such amendment being effected, by the holders of at least a majority of the Outstanding Limited Partner Interests of such class.

(c) Nothing contained in this Article IV, or elsewhere in this Agreement, shall preclude the settlement of any transactions involving Partnership Interests entered into through the facilities of any National Securities Exchange on which such Partnership Interests are listed or admitted to trading.

Section 4.8 *Eligibility Certificates; Ineligible Holders*.

(a) If at any time the General Partner determines, with the advice of counsel, that

(i) the Partnership's status as other than as an association taxable as a corporation for U.S. federal income tax purposes or the failure of the Partnership to be subject to an entity-level tax for U.S. federal, state or local income tax purposes, coupled with the tax status (or lack of proof of the U.S. federal income tax status) of one or more Partners, has or will reasonably likely have a material adverse effect on the maximum

applicable rate that can be charged to customers by Subsidiaries of the Partnership (a "*Rate Eligibility Trigger*"); or

(ii) any Group Member is subject to any federal, state or local law or regulation that would create a substantial risk of cancellation or forfeiture of any property in which the Group Member has an interest based on the nationality, citizenship or other related status of a Partner (a "*Citizenship Eligibility Trigger*");

then, the General Partner may adopt such amendments to this Agreement as it determines to be necessary or advisable to (x) in the case of a Rate Eligibility Trigger, obtain such proof of the U.S. federal income tax status of the Partners and, to the extent relevant, their beneficial owners, as the General Partner determines to be necessary to establish those Partners whose U.S. federal income tax status does not or would not have a material adverse effect on the maximum applicable rate that can be charged to customers by Subsidiaries of the Partnership or (y) in the case of a Citizenship Eligibility Trigger, obtain such proof of the nationality, citizenship or other related status (or, if the General Partner is a nominee holding for the account of another Person, the nationality, citizenship or other related status of such Person) of the Partner as the General Partner determines to be necessary to establish and those Partners whose status as a Partner does not or would not subject any Group Member to a significant risk of cancellation or forfeiture of any of its properties or interests therein.

(b) Such amendments may include provisions requiring all Partners to certify as to their (and their beneficial owners') status as Eligible Holders upon demand and on a regular basis, as determined by the General Partner, and may require transferees of Units to so certify prior to being admitted to the Partnership as a Partner (any such required certificate, an "*Eligibility Certificate*").

(c) Such amendments may provide that any Partner who fails to furnish to the General Partner within a reasonable period requested proof of its (and its' beneficial owners') status as an Eligible Holder or if upon receipt of such Eligibility Certificate or other requested information the General Partner determines that a Partner is not an Eligible Holder (such a Partner, an "*Ineligible Holder*"), the Partnership Interests owned by such Limited Partner shall be subject to redemption in accordance with the provisions of Section 4.9. In addition, the General Partner shall be substituted for all Limited Partners that are Ineligible Holders as the Partner in respect of the Ineligible Holder's Partnership Interests.

(d) The General Partner shall, in exercising voting rights in respect of Partnership Interests held by it on behalf of Ineligible Holders, distribute the votes in the same ratios as the votes of Partners (including the General Partner and its Affiliates) in respect of Partnership Interests other than those of Ineligible Holders are cast, either for, against or abstaining as to the matter.

(e) Upon dissolution of the Partnership, an Ineligible Holder shall have no right to receive a distribution in kind pursuant to Section 12.4 but shall be entitled to the cash equivalent thereof, and the Partnership shall provide cash in exchange for an assignment of the Ineligible Holder's share of any distribution in kind. Such payment and assignment shall be treated for

Partnership purposes as a purchase by the Partnership from the Ineligible Holder of his Partnership Interest (representing his right to receive his share of such distribution in kind).

(f) At any time after he can and does certify that he has become an Eligible Holder, an Ineligible Holder may, upon application to the General Partner, request that with respect to any Partnership Interests of such Ineligible Holder not redeemed pursuant to Section 4.9, such Ineligible Holder be admitted as a Partner, and upon approval of the General Partner, such Ineligible Holder shall be admitted as a Partner and shall no longer constitute an Ineligible Holder and the General Partner shall cease to be deemed to be the Partner in respect of such Ineligible Holder's Partnership Interests.

Section 4.9 *Redemption of Partnership Interests of Ineligible Holders*.

(a) If at any time a Partner fails to furnish an Eligibility Certification or other information requested within a reasonable period of time specified in amendments adopted pursuant to Section 4.8, or if upon receipt of such Eligibility Certification or other information the General Partner determines, with the advice of counsel, that a Partner is not an Eligible Holder, the Partnership may, unless the Partner establishes to the satisfaction of the General Partner that such Partner is an Eligible Holder or has transferred his Partnership Interests to a Person who is an Eligible Holder and who furnishes an Eligibility Certification to the General Partner prior to the date fixed for redemption as provided below, redeem the Partnership Interest of such Partner as follows:

(i) The General Partner shall, not later than the 30th day before the date fixed for redemption, give notice of redemption to the Partner, at his last address designated on the records of the Partnership or the Transfer Agent, as applicable, by registered or certified mail, postage prepaid. The notice shall be deemed to have been given when so mailed. The notice shall specify the Redeemable Interests, the date fixed for redemption, the place of payment, that payment of the redemption price will be made upon redemption of the Redeemable Interests (or, if later in the case of Redeemable Interests evidenced by Certificates, upon surrender of the Certificate evidencing the Redeemable Interests) and that on and after the date fixed for redemption no further allocations or distributions to which the Partner would otherwise be entitled in respect of the Redeemable Interests will accrue or be made.

(ii) The aggregate redemption price for Redeemable Interests shall be an amount equal to the Current Market Price (the date of determination of which shall be the date fixed for redemption) of Partnership Interests of the class to be so redeemed multiplied by the number of Partnership Interests of each such class included among the Redeemable Interests. The redemption price shall be paid, as determined by the General Partner, in cash or by delivery of a promissory note of the Partnership in the principal amount of the redemption price, bearing interest at the rate of 8% annually and payable in three equal annual installments of principal together with accrued interest, commencing one year after the redemption date.

(iii) The Partner or his duly authorized representative shall be entitled to receive the payment for the Redeemable Interests at the place of payment specified in the

notice of redemption on the redemption date (or, if later in the case of Redeemable Interests evidenced by Certificates, upon surrender by or on behalf of the Partner at the place specified in the notice of redemption, of the Certificate evidencing the Redeemable Interests, duly endorsed in blank or accompanied by an assignment duly executed in blank).

(iv) After the redemption date, Redeemable Interests shall no longer constitute issued and Outstanding Partnership Interests.

(b) The provisions of this Section 4.9 shall also be applicable to Partnership Interests held by a Partner as nominee of a Person determined to be an Ineligible Holder.

(c) Nothing in this Section 4.9 shall prevent the recipient of a notice of redemption from transferring his Partnership Interest before the redemption date if such transfer is otherwise permitted under this Agreement. Upon receipt of notice of such a transfer, the General Partner shall withdraw the notice of redemption, provided the transferee of such Partnership Interest certifies to the satisfaction of the General Partner that he is an Eligible Holder. If the transferee fails to make such certification, such redemption shall be effected from the transferee on the original redemption date.

ARTICLE V
CAPITAL CONTRIBUTIONS AND ISSUANCE OF PARTNERSHIP INTERESTS

Section 5.1 *Contributions by the General Partner and its Affiliates.*

(a) In connection with the formation of the Partnership under the Delaware Act, the General Partner made an initial Capital Contribution to the Partnership in the amount of $1,000, for a General Partner Interest in the Partnership and was admitted as the Managing General Partner of the Partnership, and the Special General Partner and Coffeyville Resources each made an initial Capital Contribution to the Partnership in the amount of $1,000 and were admitted as the Special General Partner and Limited Partner, respectively, of the Partnership. Immediately after the close of business on October 24, 2007, the initial $1,000 contributed by each of the Special General Partner and Coffeyville Resources was refunded as provided in the Contribution Agreement.

(b) Immediately after the close of business on October 24, 2007 and pursuant to the Contribution Agreement, Coffeyville Resources conveyed: (i) a portion of its interest in Coffeyville Resources Nitrogen Fertilizer, LLC to the Partnership on behalf of the General Partner, as a Capital Contribution in exchange for the issuance to the General Partner of the General Partner Interest; (ii) a portion of its interest in Coffeyville Resources Nitrogen Fertilizer, LLC to the Partnership on behalf of the Special General Partner, as a Capital Contribution in exchange for the issuance to the Special General Partner of Special GP Units; and (iii) the remaining portion of its interest in Coffeyville Resources Nitrogen Fertilizer, LLC to the Partnership as a Capital Contribution in exchange for the issuance to Coffeyville Resources of Special LP Units.

(c) Pursuant to the Amended Contribution Agreement, (i) Coffeyville Resources contributed all of its Special LP Units to the Partnership in exchange for the issuance to

Coffeyville Resources of 0.1% of the Sponsor Consideration (as that term is defined in the Amended Contribution Agreement); (ii) the Special General Partner contributed all of its Special GP Units to the Partnership in exchange for the issuance to the Special General Partner of 99.9% of the Sponsor Consideration; (iii) the Partnership repurchased the Incentive Distribution Rights from the General Partner in exchange for $26.0 million, and the Incentive Distribution Rights are being extinguished hereby; (iv) the General Partner distributed $26.0 million to Coffeyville Acquisition III; and (v) the Organizational Limited Partner will purchase the General Partner from Coffeyville Acquisition III in exchange for $1,000.

Section 5.2 *Interest and Withdrawal*. No interest on Capital Contributions shall be paid by the Partnership. No Partner shall be entitled to the withdrawal or return of its Capital Contribution, except to the extent, if any, that distributions made pursuant to this Agreement or upon dissolution of the Partnership may be considered as the withdrawal or return of its Capital Contribution by law and then only to the extent provided for in this Agreement. Except to the extent expressly provided in this Agreement, no Partner shall have priority over any other Partner either as to the return of Capital Contributions or as to profits, losses or distributions. Any such return shall be a compromise to which all Partners agree within the meaning of Section 17-502(b) of the Delaware Act.

Section 5.3 *Capital Accounts*.

(a) The Partnership shall maintain for each Partner (or a beneficial owner of Partnership Interests held by a nominee in any case in which the nominee has furnished the identity of such owner to the Partnership in accordance with Section 6031(c) of the Code or any other method acceptable to the General Partner) owning a Partnership Interest a separate Capital Account with respect to such Partnership Interest in accordance with the rules of Treasury Regulation Section 1.704-1(b)(2)(iv). Such Capital Account shall be increased by (i) the amount of all Capital Contributions made to the Partnership with respect to such Partnership Interest and (ii) all items of Partnership income and gain (including income and gain exempt from tax) computed in accordance with Section 5.3(b) and allocated with respect to such Partnership Interest pursuant to Section 6.1, and decreased by (x) the amount of cash or Net Agreed Value of all actual and deemed distributions of cash or property made with respect to such Partnership Interest and (y) all items of Partnership deduction and loss computed in accordance with Section 5.3(b) and allocated with respect to such Partnership Interest pursuant to Section 6.1.

(b) For purposes of computing the amount of any item of income, gain, loss or deduction that is to be allocated pursuant to Article VI and is to be reflected in the Partners' Capital Accounts, the determination, recognition and classification of any such item shall be the same as its determination, recognition and classification for U.S. federal income tax purposes (including any method of depreciation, cost recovery or amortization used for that purpose), provided, that:

(i) Solely for purposes of this Section 5.3, the Partnership shall be treated as owning directly its proportionate share (as determined by the General Partner based upon the provisions of the applicable Group Member Agreement) of all property owned by (x) any other Group Member that is classified as a partnership or is disregarded for U.S. federal income tax purposes and (y) any other entity that is classified as a partnership or

is disregarded for U.S. federal income tax purposes of which an entity described in clause (x) of this Section 5.3(b)(i) is, directly or indirectly, a partner, member or other equity holder.

(ii) All fees and other expenses incurred by the Partnership to promote the sale of (or to sell) a Partnership Interest that can neither be deducted nor amortized under Section 709 of the Code, if any, shall, for purposes of Capital Account maintenance, be treated as an item of deduction at the time such fees and other expenses are incurred and shall be allocated among the Partners pursuant to Section 6.1.

(iii) Except as otherwise provided in Treasury Regulation Section 1.704-1(b)(2)(iv)(m), the computation of all items of income, gain, loss and deduction shall be made without regard to any election under Section 754 of the Code that may be made by the Partnership and, as to those items described in Section 705(a)(1)(B) or 705(a)(2)(B) of the Code, without regard to the fact that such items are not includable in gross income or are neither currently deductible nor capitalized for U.S. federal income tax purposes. To the extent an adjustment to the adjusted tax basis of any Partnership asset pursuant to Section 734(b) or 743(b) of the Code is required, pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment in the Capital Accounts shall be treated as an item of gain or loss.

(iv) Any income, gain or loss attributable to the taxable disposition of any Partnership property shall be determined as if the adjusted basis of such property as of such date of disposition were equal in amount to the Partnership's Carrying Value with respect to such property as of such date.

(v) In accordance with the requirements of Section 704(b) of the Code, any deductions for depreciation, cost recovery or amortization attributable to any Contributed Property shall be determined as if the adjusted basis of such property on the date it was acquired by the Partnership were equal to the Agreed Value of such property. Upon an adjustment pursuant to Section 5.3(d) to the Carrying Value of any Partnership property subject to depreciation, cost recovery or amortization, any further deductions for such depreciation, cost recovery or amortization attributable to such property shall be determined (A) under the rules prescribed by Treasury Regulation Section 1.704-3(d)(2) as if the adjusted basis of such property were equal to the Carrying Value of such property immediately following such adjustment.

(vi) If the Partnership's adjusted basis in a depreciable or cost recovery property is reduced for U.S. federal income tax purposes pursuant to Section 50(c)(1) or 50(c)(3) of the Code, the amount of such reduction shall, solely for purposes hereof, be deemed to be an additional depreciation or cost recovery deduction in the taxable period such property is placed in service and shall be allocated among the Partners pursuant to Section 6.1. Any restoration of such basis pursuant to Section 50(c)(2) of the Code shall, to the extent possible, be allocated in the same manner to the Partners to whom such deemed deduction was allocated.

(vii) The Gross Liability Value of each Liability of the Partnership described in Treasury Regulation Section 1.752-7(b)(3)(i) shall be adjusted at such times as provided in this Agreement for an adjustment to Carrying Values. The amount of any such adjustment shall be treated for purposes hereof as an item of loss (if the adjustment increases the Carrying Value of such Liability of the Partnership) or an item of gain (if the adjustment decreases the Carrying Value of such Liability of the Partnership).

(c) A transferee of a Partnership Interest shall succeed to a pro rata portion of the Capital Account of the transferor relating to the Partnership Interest so transferred.

(d) (i) In accordance with Treasury Regulation Section 1.704-1(b)(2)(iv)(f), upon an issuance of additional Partnership Interests for cash or Contributed Property, the issuance of Partnership Interests as consideration for the provision of services or the conversion of the General Partner's (and its Affiliates') Combined Interest to Common Units pursuant to Section 11.3(b), the Carrying Value of each Partnership property immediately prior to such issuance shall be adjusted upward or downward to reflect any Unrealized Gain or Unrealized Loss attributable to such Partnership property, and any such Unrealized Gain or Unrealized Loss shall be treated, for purposes of maintaining Capital Accounts, as if it had been recognized on an actual sale of each such property for an amount equal to its fair market value immediately prior to such issuance and had been allocated among the Partners at such time pursuant to Section 6.1 in the same manner as any item of gain or loss actually recognized during such period would have been allocated; *provided*, however, that in the event of an issuance of Partnership Interests for a de minimis amount of cash or Contributed Property, or in the event of an issuance of a de minimis amount of Partnership Interests as consideration for the provision of services, the General Partner may determine that such adjustments are unnecessary for the proper administration of the Partnership. In determining such Unrealized Gain or Unrealized Loss, the fair market value of all Partnership assets (including cash or cash equivalents) immediately prior to the issuance of additional Partnership Interests shall be determined by the General Partner using such method of valuation as it may adopt. In making its determination of the fair market values of individual properties, the General Partner may determine that it is appropriate to first determine an aggregate value for the Partnership, based on the current trading price of the Common Units, taking fully into account the fair market value of the Partnership Interests of all Partners at such time, and then allocate such aggregate value among the individual properties of the Partnership (in such manner as it determines is appropriate).

(ii) In accordance with Treasury Regulation Section 1.704-1(b)(2)(iv)(f), immediately prior to any actual or deemed distribution to a Partner of any Partnership property (other than a distribution of cash that is not in redemption or retirement of a Partnership Interest), the Carrying Value of all Partnership property shall be adjusted upward or downward to reflect any Unrealized Gain or Unrealized Loss attributable to such Partnership property, and any such Unrealized Gain or Unrealized Loss shall be treated, for the purposes of maintaining Capital Accounts, as if it had been recognized on an actual sale of each such property immediately prior to such distribution for an amount equal to its fair market value, and had been allocated to the Partners, at such time, pursuant to Section 6.1 in the same manner as any item of gain or loss actually recognized during such period would have been allocated. In determining such Unrealized Gain or Unrealized Loss the fair market value of all Partnership assets

(including cash or cash equivalents) immediately prior to a distribution shall (A) in the case of an actual distribution that is not made pursuant to Section 12.4 or in the case of a deemed distribution, be determined in the same manner as that provided in Section 5.3(d)(i) or (B) in the case of a liquidating distribution pursuant to Section 12.4, be determined by the Liquidator using such method of valuation as it may adopt.

Section 5.4 *Issuances of Additional Partnership Interests*.

(a) The Partnership may issue additional Partnership Interests and options, rights, warrants and appreciation rights relating to the Partnership Interests for any Partnership purpose at any time and from time to time to such Persons for such consideration and on such terms and conditions as the General Partner shall determine, all without the approval of any Partners.

(b) Each additional Partnership Interest authorized to be issued by the Partnership pursuant to Section 5.4(a) may be issued in one or more classes, or one or more series of any such classes, with such designations, preferences, rights, powers and duties (which may be senior or junior to existing classes and series of Partnership Interests), as shall be fixed by the General Partner, including (i) the right to share in Partnership profits and losses or items thereof; (ii) the right to share in Partnership distributions; (iii) the rights upon dissolution and liquidation of the Partnership; (iv) whether, and the terms and conditions upon which, the Partnership may, or shall be required to, redeem the Partnership Interest (including sinking fund provisions); (v) whether such Partnership Interest is issued with the privilege of conversion or exchange and, if so, the terms and conditions of such conversion or exchange; (vi) the terms and conditions upon which each Partnership Interest will be issued, evidenced by certificates and assigned or transferred; (vii) the method for determining the Percentage Interest as to such Partnership Interest; and (viii) the right, if any, of each such Partnership Interest to vote on Partnership matters, including matters relating to the relative rights, preferences and privileges of such Partnership Interest.

(c) The General Partner shall take all actions that it determines to be necessary or appropriate in connection with (i) each issuance of Partnership Interests and options, rights, warrants and appreciation rights relating to Partnership Interests pursuant to this Section 5.4, (ii) the conversion of the General Partner's (and its Affiliates') Combined Interest to Common Units pursuant to the terms of this Agreement, (iii) reflecting the admission of such additional Partners in the books and records of the Partnership as the Record Holder of such Partnership Interests, and (iv) all additional issuances of Partnership Interests. The General Partner shall determine the relative rights, powers and duties of the holders of the Units or other Partnership Interests being so issued. The General Partner shall do all things necessary to comply with the Delaware Act and is authorized and directed to do all things that it determines to be necessary or appropriate in connection with any future issuance of Partnership Interests or in connection with the conversion of the General Partner's (and its Affiliates') Combined Interest into Common Units pursuant to the terms of this Agreement, including compliance with any statute, rule, regulation or guideline of any federal, state or other governmental agency or any National Securities Exchange on which the Units or other Partnership Interests are listed or admitted to trading.

(d) No fractional Units shall be issued by the Partnership.

Section 5.5 *Preemptive Right*. Except as provided in this Section 5.5 or as otherwise provided in a separate agreement by the Partnership, no Person shall have any preemptive, preferential or other similar right with respect to the issuance of any Partnership Interest, whether unissued, held in the treasury or hereafter created. The General Partner shall have the right, which it may from time to time assign in whole or in part to any of its Affiliates, to purchase Partnership Interests from the Partnership whenever, and on the same terms that, the Partnership issues Partnership Interests to Persons other than the General Partner and its Affiliates, to the extent necessary to maintain the Percentage Interests of the General Partner and its Affiliates equal to that which existed immediately prior to the issuance of such Partnership Interests.

Section 5.6 *Splits and Combinations*.

(a) Subject to Section 5.6(d), the Partnership may make a Pro Rata distribution of Partnership Interests to all Record Holders or may effect a subdivision or combination of Partnership Interests so long as, after any such event, each Partner shall have the same Percentage Interest in the Partnership as before such event, and any amounts calculated on a per Unit basis or stated as a number of Units are proportionately adjusted retroactively to the beginning of the Partnership.

(b) Whenever such a distribution, subdivision or combination of Partnership Interests is declared, the General Partner shall select a Record Date as of which the distribution, subdivision or combination shall be effective and shall send notice thereof at least 20 days prior to such Record Date to each Record Holder as of a date not less than 10 days prior to the date of such notice. The General Partner also may cause a firm of independent public accountants selected by it to calculate the number of Partnership Interests to be held by each Record Holder after giving effect to such distribution, subdivision, combination or reorganization. The General Partner shall be entitled to rely on any certificate provided by such firm as conclusive evidence of the accuracy of such calculation.

(c) Promptly following any such distribution, subdivision, or combination, the Partnership may issue Certificates to the Record Holders of Partnership Interests as of the applicable Record Date representing the new number of Partnership Interests held by such Record Holders, or the General Partner may adopt such other procedures that it determines to be necessary or appropriate to reflect such changes. If any such combination results in a smaller total number of Partnership Interests Outstanding, the Partnership shall require, as a condition to the delivery to a Record Holder of any such new Certificate, the surrender of any Certificate held by such Record Holder immediately prior to such Record Date.

(d) The Partnership shall not issue fractional Units upon any distribution, subdivision or combination of Partnership Interests. If a distribution, subdivision, combination or reorganization of Partnership Interests would result in the issuance of fractional Units but for the provisions of Section 5.4(d) and this Section 5.6(d), each fractional Unit shall be rounded to the nearest whole Unit (and a 0.5 Unit shall be rounded to the next higher Unit).

Section 5.7 *Fully Paid and Non-Assessable Nature of Limited Partner Interests*. All Limited Partner Interests issued pursuant to, and in accordance with the requirements of, this Article V shall be fully paid and non-assessable Limited Partner Interests in the Partnership,

except as such non-assessability may be affected by Sections 17-607 or 17-804 of the Delaware Act.

Section 5.8 *Extinguishment of the IDRs*.

As of the Effective Time, all outstanding IDRs shall be cancelled by the Partnership and shall cease to exist pursuant to this Section 5.8.

ARTICLE VI
ALLOCATIONS AND DISTRIBUTIONS

Section 6.1 *Allocations for Capital Account Purposes*. For purposes of maintaining the Capital Accounts and in determining the rights of the Partners among themselves, the Partnership's items of income, gain, loss and deduction (computed in accordance with Section 5.3(b)) for each taxable period shall be allocated among the Partners as provided herein below.

(a) *Net Income and Net Loss*. After giving effect to the special allocations set forth in Section 6.1(b), Net Income and Net Loss for each taxable period and all items of income, gain, loss and deduction taken into account in computing Net Income and Net Loss for such taxable period shall be allocated 100% to all Unitholders, Pro Rata.

(b) *Special Allocations*. Notwithstanding any other provision of this Section 6.1, the following special allocations shall be made for such taxable period:

(i) *Partnership Minimum Gain Chargeback*. Notwithstanding any other provision of this Section 6.1, if there is a net decrease in Partnership Minimum Gain during any Partnership taxable period, each Partner shall be allocated items of Partnership income and gain for such period (and, if necessary, subsequent periods) in the manner and amounts provided in Treasury Regulation Sections 1.704-2(f)(6), 1.704-2(g)(2) and 1.704-2(j)(2)(i), or any successor provision. For purposes of this Section 6.1(b), each Partner's Adjusted Capital Account balance shall be determined, and the allocation of income or gain required hereunder shall be effected, prior to the application of any other allocations pursuant to this Section 6.1(b) with respect to such taxable period (other than an allocation pursuant to Sections 6.1(b)(vi) and 6.1(b)(vii)). This Section 6.1(b)(i) is intended to comply with the Partnership Minimum Gain chargeback requirement in Treasury Regulation Section 1.704-2(f) and shall be interpreted consistently therewith.

(ii) *Chargeback of Partner Nonrecourse Debt Minimum Gain*. Notwithstanding the other provisions of this Section 6.1 (other than Section 6.1(b)(i)), except as provided in Treasury Regulation Section 1.704-2(i)(4), if there is a net decrease in Partner Nonrecourse Debt Minimum Gain during any Partnership taxable period, any Partner with a share of Partner Nonrecourse Debt Minimum Gain at the beginning of such taxable period shall be allocated items of Partnership income and gain for such period (and, if necessary, subsequent periods) in the manner and amounts provided in Treasury Regulation Sections 1.704-2(i)(4) and 1.704-2(j)(2)(ii), or any successor

provisions. For purposes of this Section 6.1(b), each Partner's Adjusted Capital Account balance shall be determined, and the allocation of income or gain required hereunder shall be effected, prior to the application of any other allocations pursuant to this Section 6.1(b), other than Section 6.1(b)(i) and other than an allocation pursuant to Sections 6.1(b)(vi) and 6.1(b)(vii), with respect to such taxable period. This Section 6.1(b)(ii) is intended to comply with the chargeback of items of income and gain requirement in Treasury Regulation Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

(iii) *Priority Allocations*.

(A) If the amount of cash or the Net Agreed Value of any property distributed (except cash or property distributed pursuant to Section 12.4) with respect to a Unit exceeds the amount of cash or the Net Agreed Value of property distributed with respect to another Unit, each Unitholder receiving such greater cash or property distribution shall be allocated gross income in an amount equal to the product of (aa) the amount by which the distribution (on a per Unit basis) to such Unitholder exceeds the distribution with respect to the Unit receiving the smallest distribution and (bb) the number of Units owned by the Unitholder receiving the greater distribution.

(iv) *Qualified Income Offset*. In the event any Partner unexpectedly receives any adjustments, allocations or distributions described in Treasury Regulation Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), or 1.704-1(b)(2)(ii)(d)(6), items of Partnership gross income and gain shall be specially allocated to such Partner in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations promulgated under Section 704(b) of the Code, the deficit balance, if any, in its Adjusted Capital Account created by such adjustments, allocations or distributions as quickly as possible; provided, that an allocation pursuant to this Section 6.1(b)(iv) shall be made only if and to the extent that such Partner would have a deficit balance in its Adjusted Capital Account as adjusted after all other allocations provided for in this Section 6.1 have been tentatively made as if this Section 6.1(b)(iv) were not in this Agreement.

(v) *Gross Income Allocations*. In the event any Partner has a deficit balance in its Capital Account at the end of any taxable period in excess of the sum of (A) the amount such Partner is required to restore pursuant to the provisions of this Agreement and (B) the amount such Partner is deemed obligated to restore pursuant to Treasury Regulation Sections 1.704-2(g) and 1.704-2(i)(5), such Partner shall be specially allocated items of Partnership gross income and gain in the amount of such excess as quickly as possible; provided, that an allocation pursuant to this Section 6.1(b)(v) shall be made only if and to the extent that such Partner would have a deficit balance in its Capital Account as so adjusted after all other allocations provided for in this Section 6.1 have been tentatively made as if Section 6.1(b)(iv) this Section 6.1(b)(v) were not in this Agreement.

(vi) *Nonrecourse Deductions*. Nonrecourse Deductions for any taxable period shall be allocated to the Partners, Pro Rata. If the General Partner determines that the

Partnership's Nonrecourse Deductions should be allocated in a different ratio to satisfy the safe harbor requirements of the Treasury Regulations promulgated under Section 704(b) of the Code, the General Partner is authorized, upon notice to the other Partners, to revise the prescribed ratio to the numerically closest ratio that does satisfy such requirements.

(vii) *Partner Nonrecourse Deductions*. Partner Nonrecourse Deductions for any taxable period shall be allocated 100% to the Partner that bears the Economic Risk of Loss with respect to the Partner Nonrecourse Debt to which such Partner Nonrecourse Deductions are attributable in accordance with Treasury Regulation Section 1.704-2(i). If more than one Partner bears the Economic Risk of Loss with respect to a Partner Nonrecourse Debt, such Partner Nonrecourse Deductions attributable thereto shall be allocated between or among such Partners in accordance with the ratios in which they share such Economic Risk of Loss. This Section 6.1(b)(vii) is intended to comply with Treasury Regulations Section 1.704-2(i)(1) and shall be interpreted consistently therewith.

(viii) *Nonrecourse Liabilities*. For purposes of Treasury Regulation Section 1.752-3(a)(3), the Partners agree that Nonrecourse Liabilities of the Partnership in excess of the sum of (A) the amount of Partnership Minimum Gain and (B) the total amount of Nonrecourse Built-in Gain shall be allocated among the Partners, Pro Rata.

(ix) *Code Section 754 Adjustments*. To the extent an adjustment to the adjusted tax basis of any Partnership asset pursuant to Section 734(b) or 743(b) of the Code is required, pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis), and such item of gain or loss shall be specially allocated to the Partners in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to such Section of the Treasury Regulations.

(x) *Economic Uniformity; Changes in Law*. For the proper administration of the Partnership and for the preservation of uniformity of the Limited Partner Interests (or any class or classes thereof), the General Partner shall (i) adopt such conventions as it deems appropriate in determining the amount of depreciation, amortization and cost recovery deductions; (ii) make special allocations of income, gain, loss or deduction, including Unrealized Gain or Unrealized Loss; and (iii) amend the provisions of this Agreement as appropriate (x) to reflect the proposal or promulgation of Treasury Regulations under Section 704(b) or Section 704(c) of the Code or (y) otherwise to preserve or achieve uniformity of the Limited Partner Interests (or any class or classes thereof). The General Partner may adopt such conventions, make such allocations and make such amendments to this Agreement as provided in this Section 6.1(b)(x) only if such conventions, allocations or amendments would not have a material adverse effect on the Partners, the holders of any class or classes of Outstanding Limited Partner Interests or the Partnership, and if such allocations are consistent with the principles of Section 704 of the Code.

(xi) Curative Allocation.

(A) Notwithstanding any other provision of this Section 6.1, other than the Required Allocations, the Required Allocations shall be taken into account in making the Agreed Allocations so that, to the extent possible, the net amount of items of gross income, gain, loss and deduction allocated to each Partner pursuant to the Required Allocations and the Agreed Allocations, together, shall be equal to the net amount of such items that would have been allocated to each such Partner under the Agreed Allocations had the Required Allocations and the related Curative Allocation not otherwise been provided in this Section 6.1. In exercising its discretion under this Section 6.1(b)(xi)(A), the General Partner may take into account future Required Allocations that, although not yet made, are likely to offset other Required Allocations previously made. Allocations pursuant to this Section 6.1(b)(xi)(A) shall only be made with respect to Required Allocations to the extent the General Partner determines that such allocations will otherwise be inconsistent with the economic agreement among the Partners.

(B) The General Partner shall, with respect to each taxable period, (1) apply the provisions of Section 6.1(b)(xi)(A) in whatever order is most likely to minimize the economic distortions that might otherwise result from the Required Allocations, and (2) divide all allocations pursuant to Section 6.1(b)(xi)(A) among the Partners in a manner that is likely to minimize such economic distortions.

Section 6.2 *Allocations for Tax Purposes*.

(a) Except as otherwise provided herein, for U.S. federal income tax purposes, each item of income, gain, loss and deduction shall be allocated among the Partners in the same manner as its correlative item of "book" income, gain, loss or deduction is allocated pursuant to Section 6.1.

(b) In an attempt to eliminate Book-Tax Disparities attributable to a Contributed Property or Adjusted Property, items of income, gain, loss, depreciation, amortization and cost recovery deductions shall be allocated for U.S. federal income tax purposes among the Partners in the manner provided under Section 704(c) of the Code, and the Treasury Regulations promulgated under Section 704(b) and 704(c) of the Code, as determined appropriate by the General Partner (taking into account the General Partner's discretion under Section 6.1(b)(x)); provided that the General Partner shall apply the principles of Treasury Regulation Section 1.704-3(d) in all events.

(c) The General Partner may determine to depreciate or amortize the portion of an adjustment under Section 743(b) of the Code attributable to unrealized appreciation in any Adjusted Property (to the extent of the unamortized Book-Tax Disparity) using a predetermined rate derived from the depreciation or amortization method and useful life applied to the unamortized Book-Tax Disparity of such property, despite any inconsistency of such approach with Treasury Regulation Section 1.167(c)-l(a)(6) or any successor regulations thereto. If the General Partner determines that such reporting position cannot reasonably be taken, the General Partner may adopt depreciation and amortization conventions under which all purchasers

acquiring Limited Partner Interests in the same month would receive depreciation and amortization deductions, based upon the same applicable rate as if they had purchased a direct interest in the Partnership's property. If the General Partner chooses not to utilize such aggregate method, the General Partner may use any other depreciation and amortization conventions to preserve the uniformity of the intrinsic tax characteristics of any Units, so long as such conventions would not have a material adverse effect on the Limited Partners or Record Holders of any class or classes of Limited Partner Interests.

(d) In accordance with Treasury Regulation Sections 1.1245-1(e) and 1.1250-1(f), any gain allocated to the Partners upon the sale or other taxable disposition of any Partnership asset shall, to the extent possible, after taking into account other required allocations of gain pursuant to this Section 6.2, be characterized as Recapture Income in the same proportions and to the same extent as such Partners (or their predecessors in interest) have been allocated any deductions directly or indirectly giving rise to the treatment of such gains as Recapture Income.

(e) All items of income, gain, loss, deduction and credit recognized by the Partnership for U.S. federal income tax purposes and allocated to the Partners in accordance with the provisions hereof shall be determined without regard to any election under Section 754 of the Code that may be made by the Partnership; provided, however, that such allocations, once made, shall be adjusted (in the manner determined by the General Partner) to take into account those adjustments permitted or required by Sections 734 and 743 of the Code.

(f) Each item of Partnership income, gain, loss and deduction shall, for U.S. federal income tax purposes, be determined for each taxable period and prorated on a monthly basis and shall be allocated to the Partners as of the opening of the National Securities Exchange on which the Partnership's Units are listed or admitted to trading on the first Business Day of each month; provided, however, such items for the period beginning on the Closing Date and ending on the last day of the month in which the Over-Allotment Option is exercised in full or the expiration of the Over-Allotment Option occurs shall be allocated to the Partners as of the opening of the National Securities Exchange on which the Partnership's Units are listed or admitted to trading on the first Business Day of the next succeeding month; and provided, further, that gain or loss on a sale or other disposition of any assets of the Partnership or any other extraordinary item of income, gain, loss or deduction, as determined by the General Partner, shall be allocated to the Partners as of the opening of the National Securities Exchange on which the Partnership's Units are listed or admitted to trading on the first Business Day of the month in which such item is recognized for U.S. federal income tax purposes. The General Partner may revise, alter or otherwise modify such methods of allocation to the extent permitted or required by Section 706 of the Code and the regulations or rulings promulgated thereunder.

(g) Allocations that would otherwise be made to a Partner under the provisions of this Article VI shall instead be made to the beneficial owner of Partnership Interests held by a nominee in any case in which the nominee has furnished the identity of such owner to the Partnership in accordance with Section 6031(c) of the Code or any other method determined by the General Partner.

Section 6.3 *Distributions to Record Holders*.

(a) The Board of Directors may adopt a cash distribution policy, which it may change from time to time without amendment to this Agreement.

(b) The Partnership will make distributions, if any, to Unitholders Pro Rata.

(c) All distributions required to be made under this Agreement shall be made subject to Sections 17-607 and 17-804 of the Delaware Act.

(d) Notwithstanding Section 6.3(b), in the event of the dissolution and liquidation of the Partnership, cash shall be applied and distributed solely in accordance with, and subject to the terms and conditions of, Section 12.4.

(e) Each distribution in respect of a Partnership Interest shall be paid by the Partnership, directly or through any Transfer Agent or through any other Person or agent, only to the Record Holder of such Partnership Interest as of the Record Date set for such distribution. Such payment shall constitute full payment and satisfaction of the Partnership's liability in respect of such payment, regardless of any claim of any Person who may have an interest in such payment by reason of an assignment or otherwise.

ARTICLE VII
MANAGEMENT AND OPERATION OF BUSINESS

Section 7.1 *Management*.

(a) The General Partner shall conduct, direct and manage all activities of the Partnership. Except as otherwise expressly provided in this Agreement, all management powers over the business and affairs of the Partnership shall be exclusively vested in the General Partner and no other Partner shall have any management power over the business and affairs of the Partnership. In addition to the powers now or hereafter granted to a general partner of a limited partnership under applicable law or that are granted to the General Partner under any other provision of this Agreement, the General Partner, subject to Section 7.3, shall have full power and authority to do all things and on such terms as it determines to be necessary or appropriate to conduct the business of the Partnership, to exercise all powers set forth in Section 2.5 and to effectuate the purposes set forth in Section 2.4, including the following:

(i) the making of any expenditures, the lending or borrowing of money, the assumption or guarantee of, or other contracting for, indebtedness and other liabilities, the issuance of evidences of indebtedness, including indebtedness that is convertible or exchangeable into Partnership Interests, and the incurring of any other obligations;

(ii) the making of tax, regulatory and other filings, or rendering of periodic or other reports to governmental or other agencies having jurisdiction over the business or assets of the Partnership;

(iii) the acquisition, disposition, mortgage, pledge, encumbrance, hypothecation or exchange of any or all of the assets of the Partnership or the merger or

other combination of the Partnership with or into another Person (the matters described in this clause (iii) being subject however to any prior approval that may be required by Section 7.3);

(iv) the use of the assets of the Partnership (including cash on hand) for any purpose consistent with the terms of this Agreement, including the financing of the conduct of the operations of the Partnership Group; subject to Section 7.6(a) the lending of funds to other Persons (including other Group Members); the repayment or guarantee of obligations of any Group Member; and the making of capital contributions to any Group Member;

(v) the negotiation, execution and performance of any contracts, conveyances or other instruments (including instruments that limit the liability of the Partnership under contractual arrangements to all or particular assets of the Partnership, with the other party to the contract to have no recourse against the General Partner or its assets other than its interest in the Partnership, even if same results in the terms of the transaction being less favorable to the Partnership than would otherwise be the case);

(vi) the distribution of Partnership cash;

(vii) the selection and dismissal of employees (including employees having titles such as “chief executive officer,” “president,” “chief financial officer,” “chief operating officer”, “general counsel,” “vice president,” “secretary” and “treasurer”) and agents, outside attorneys, accountants, consultants and contractors and the determination of their compensation and other terms of employment or hiring;

(viii) the maintenance of insurance for the benefit of the Partnership Group, the Partners and Indemnitees;

(ix) the formation of, or acquisition of an interest in, and the contribution of property and the making of loans to, any further limited or general partnerships, joint ventures, corporations, limited liability companies or other Persons (including the acquisition of interests in, and the contributions of property to, any Group Member from time to time) subject to the restrictions set forth in Section 2.4;

(x) the control of any matters affecting the rights and obligations of the Partnership, including the bringing and defending of actions at law or in equity and otherwise engaging in the conduct of litigation, arbitration or mediation and the incurring of legal expense and the settlement of claims and litigation;

(xi) the indemnification of any Person against liabilities and contingencies to the extent permitted by law;

(xii) the entering into of listing agreements with any National Securities Exchange and the delisting of some or all of the Partnership Interests from, or requesting that trading be suspended on, any such exchange (subject to any prior approval required under Section 4.7);

(xiii) the purchase, sale or other acquisition or disposition of Partnership Interests, or the issuance of options, rights, warrants and appreciation rights relating to Partnership Interests;

(xiv) the undertaking of any action in connection with the Partnership's participation in the management of any Group Member; and

(xv) the entering into of agreements with any of its Affiliates to render services to a Group Member or to itself in the discharge of its duties as General Partner of the Partnership.

(b) Notwithstanding any other provision of this Agreement, any Group Member Agreement, the Delaware Act or any applicable law, rule or regulation, each of the Limited Partners and each other Person who may acquire an interest in Partnership Interests or is otherwise bound by this Agreement hereby (i) approves, ratifies and confirms the execution, delivery and performance by the parties thereto of this Agreement, the Underwriting Agreement, the Omnibus Agreement, the Credit Agreement and the other agreements described in or filed as exhibits to the Registration Statement that are related to the transactions contemplated by the Registration Statement (in each case other than this Agreement, without giving effect to any amendments, supplements or restatements after the date hereof); (ii) agrees that the General Partner (on its own or on behalf of the Partnership) is authorized to execute, deliver and perform the agreements referred to in clause (i) of this sentence and the other agreements, acts, transactions and matters described in or contemplated by the Registration Statement on behalf of the Partnership without any further act, approval or vote of the Partners or the other Persons who may acquire an interest in Partnership Interests or is otherwise bound by this Agreement; and (iii) agrees that the execution, delivery or performance by the General Partner, any Group Member or any Affiliate of any of them of this Agreement or any agreement authorized or permitted under this Agreement (including the exercise by the General Partner or any Affiliate of the General Partner of the rights accorded pursuant to Article XV) shall not constitute a breach by the General Partner of any duty that the General Partner may owe the Partnership or the Partners or any other Persons under this Agreement (or any other agreements) or of any duty existing at law, in equity or otherwise.

Section 7.2 *Certificate of Limited Partnership*. The General Partner has caused the Certificate of Limited Partnership to be filed with the Secretary of State of the State of Delaware as required by the Delaware Act. The General Partner shall use all reasonable efforts to cause to be filed such other certificates or documents that the General Partner determines to be necessary or appropriate for the formation, continuation, qualification and operation of a limited partnership (or a partnership in which the limited partners have limited liability) in the State of Delaware or any other state in which the Partnership may elect to do business or own property. To the extent the General Partner determines such action to be necessary or appropriate, the General Partner shall file amendments to and restatements of the Certificate of Limited Partnership and do all things to maintain the Partnership as a limited partnership (or a partnership or other entity in which the limited partners have limited liability) under the laws of the State of Delaware or of any other state in which the Partnership may elect to do business or own property. Subject to the terms of Section 3.4(a), the General Partner shall not be required, before

or after filing, to deliver or mail a copy of the Certificate of Limited Partnership, any qualification document or any amendment thereto to any Partner.

Section 7.3 *Restrictions on the General Partner's Authority*. Except as provided in Articles XII and XIV, the General Partner may not sell, exchange or otherwise dispose of all or substantially all of the assets of the Partnership Group, taken as a whole, in a single transaction or a series of related transactions without the approval of a Unit Majority; provided, however, that this provision shall not preclude or limit the General Partner's ability to mortgage, pledge, hypothecate or grant a security interest in all or substantially all of the assets of the Partnership Group and shall not apply to any forced sale of any or all of the assets of the Partnership Group pursuant to the foreclosure of, or other realization upon, any such encumbrance.

Section 7.4 *Reimbursement of the General Partner*.

(a) Except as provided in this Section 7.4 and elsewhere in this Agreement, the General Partner shall not be compensated for its services as a general partner or managing member of any Group Member.

(b) The General Partner shall be reimbursed on a monthly basis, or such other basis as the General Partner may determine, for (i) all direct and indirect expenses it incurs or payments it makes on behalf of the Partnership Group (including salary, bonus, incentive compensation and other amounts paid to any Person including Affiliates of the General Partner to perform services for the Partnership Group or for the General Partner in the discharge of its duties to the Partnership Group), and (ii) all other expenses reasonably allocable to the Partnership Group or otherwise incurred by the General Partner in connection with operating the Partnership Group's business (including expenses allocated to the General Partner by its Affiliates). The General Partner shall determine the expenses that are allocable to the Partnership Group. Reimbursements pursuant to this Section 7.4 shall be in addition to any reimbursement to the General Partner as a result of indemnification pursuant to Section 7.7.

(c) The General Partner and its Affiliates may charge any member of the Partnership Group a management fee to the extent necessary to allow the Partnership Group to reduce the amount of any state franchise or income tax or any tax based upon the revenues or gross margin of any member of the Partnership Group if the tax benefit produced by the payment of such management fee or fees exceeds the amount of such fee or fees.

(d) The General Partner, without the approval of the other Partners (who shall have no right to vote in respect thereof), may propose and adopt on behalf of the Partnership benefit plans, programs and practices (including plans, programs and practices involving the issuance of Partnership Interests or options to purchase or rights, warrants or appreciation rights or phantom or tracking interests relating to Partnership Interests), or cause the Partnership to issue Partnership Interests in connection with, or pursuant to, any benefit plan, program or practice maintained or sponsored by the General Partner or any of its Affiliates, in each case for the benefit of employees and directors of the General Partner or its Affiliates, any Group Member or their Affiliates, or any of them, in respect of services performed, directly or indirectly, for the benefit of the Partnership Group. The Partnership agrees to issue and sell to the General Partner or any of its Affiliates any Partnership Interests that the General Partner or such Affiliates are

obligated to provide to any employees or directors pursuant to any such benefit plans, programs or practices. Expenses incurred by the General Partner in connection with any such plans, programs and practices (including the net cost to the General Partner or such Affiliates of Partnership Interests purchased by the General Partner or such Affiliates, from the Partnership or otherwise, to fulfill options or awards under such plans, programs and practices) shall be reimbursed in accordance with Section 7.4(b). Any and all obligations of the General Partner under any benefit plans, programs or practices adopted by the General Partner as permitted by this Section 7.4(c) shall constitute obligations of the General Partner hereunder and shall be assumed by any successor General Partner approved pursuant to Section 11.1 or 11.2 or the transferee of or successor to all of the General Partner's General Partner Interest pursuant to Section 4.5(d).

Section 7.5 *Outside Activities*.

(a) The General Partner, for so long as it is the General Partner of the Partnership (i) agrees that its sole business will be to act as a general partner or managing member, as the case may be, of the Partnership and any other partnership or limited liability company of which the Partnership is, directly or indirectly, a partner or member and to undertake activities that are ancillary or related thereto (including being a limited partner in the Partnership) and (ii) shall not engage in any business or activity or incur any debts or liabilities except in connection with or incidental to (A) its performance as general partner or managing member, if any, of one or more Group Members or as described in or contemplated by the Registration Statement, (B) the acquiring, owning or disposing of debt securities or equity interests in any Group Member, or (C) the guarantee of, and mortgage, pledge or encumbrance of any or all of its assets in connection with, any indebtedness of any Affiliate of the General Partner.

(b) The Omnibus Agreement sets forth certain restrictions on the ability of CVR Energy, Inc. and its controlled Affiliates (other than the Partnership Group) to engage in Fertilizer Restricted Businesses.

(c) Except as specifically restricted by the Omnibus Agreement, each Unrestricted Person (other than the General Partner) shall have the right to engage in businesses of every type and description and other activities for profit and to engage in and possess an interest in other business ventures of any and every type or description, whether in businesses engaged in or anticipated to be engaged in by any Group Member, independently or with others, including business interests and activities in direct competition with the business and activities of any Group Member, and none of the same shall constitute a breach of this Agreement or any duty otherwise existing at law, in equity or otherwise, to any Group Member or any Partner.

(d) Notwithstanding anything to the contrary in this Agreement, the doctrine of corporate opportunity, or any analogous doctrine, shall not apply to any Unrestricted Person (including the General Partner). Except as specifically provided in the Omnibus Agreement, no Unrestricted Person (including the General Partner) who acquires knowledge of a potential transaction, agreement, arrangement or other matter that may be an opportunity for the Partnership shall have any duty to communicate or offer such opportunity to the Partnership, and such Unrestricted Person (including the General Partner) shall not be liable to the Partnership, any Partner or any other Person for breach of any fiduciary or other duty by reason of the fact

that such Unrestricted Person (including the General Partner) pursues or acquires such opportunity for itself, directs such opportunity to another Person or does not communicate such opportunity or information to the Partnership.

(e) Subject to the terms of Section 7.5(a), Section 7.5(b), Section 7.5(c) and the Omnibus Agreement, but otherwise notwithstanding anything to the contrary in this Agreement, (i) the engaging in competitive activities by any Unrestricted Person (other than the General Partner) in accordance with the provisions of this Section 7.5 is hereby approved by the Partnership and all Partners, and (ii) it shall be deemed not to be a breach of any fiduciary duty or any other duty or obligation of any type whatsoever of the General Partner or of any other Unrestricted Person for the Unrestricted Person (other than the General Partner) to engage in such business interests and activities in preference to or to the exclusion of the Partnership and the other Group Members; provided such Unrestricted Person does not engage in such business or activity as a result of or using confidential or proprietary information provided by or on behalf of the Partnership to such Unrestricted Person.

(f) The General Partner and each of its Affiliates may acquire Units or other Partnership Interests in addition to those acquired on the Closing Date and, except as otherwise expressly provided in this Agreement, shall be entitled to exercise, at their option, all rights relating to all Units or other Partnership Interests acquired by them. The term "Affiliates" when used in this Section 7.5(f) with respect to the General Partner shall not include any Group Member.

(g) Notwithstanding anything in this Agreement to the contrary, nothing herein shall be deemed to restrict Goldman, Sachs & Co., Kelso & Company, L.P. or their respective Affiliates (other than the General Partner), or their respective successors and assigns as owners of interests in the General Partner, from engaging in any banking, brokerage, trading, market making, hedging, arbitrage, investment advisory, financial advisory, anti-raid advisory, merger advisory, financing, lending, underwriting, asset management, principal investing, mergers & acquisitions or other activities conducted in the ordinary course of their or their Affiliates' business in compliance with applicable law, including without limitation buying and selling debt securities or equity interests of any other Partner or Group Member, entering into derivatives transactions regarding or shorting equity interests of any other Partner or Group Member, serving as a lender, underwriter or market maker or issuing research with respect to debt securities or equity interests of any Partner or Group Member or acquiring, selling, making investments in or entering into other transactions or undertaking any opportunities with companies or businesses in the same or similar lines of business as any Partner or Group Member or any other businesses.

Section 7.6 *Loans from the General Partner; Loans or Contributions from the Partnership or Group Members*.

(a) The General Partner or any of its Affiliates may, but shall be under no obligation to, lend to any Group Member, and any Group Member may borrow from the General Partner or any of its Affiliates, funds needed or desired by the Group Member for such periods of time and in such amounts as the General Partner may determine; provided, however, that in any such case the lending party may not charge the borrowing party interest at a rate greater than the rate that would be charged the borrowing party or impose terms less favorable to the borrowing party than

would be charged or imposed on the borrowing party by unrelated lenders on comparable loans made on an arm's length basis (without reference to the lending party's financial abilities or guarantees), all as determined by the General Partner. The borrowing party shall reimburse the lending party for any costs (other than any additional interest costs) incurred by the lending party in connection with the borrowing of such funds. For purposes of this Section 7.6(a) and Section 7.6(b), the term "Group Member" shall include any Affiliate of a Group Member that is controlled by the Group Member.

(b) The Partnership may lend or contribute to any Group Member, and any Group Member may borrow from the Partnership, funds on terms and conditions determined by the General Partner.

(c) No borrowing by any Group Member or the approval thereof by the General Partner shall be deemed to constitute a breach of any duty, expressed or implied, of the General Partner or its Affiliates to the Partnership or the Partners by reason of the fact that the purpose or effect of such borrowing is directly or indirectly to enable distributions to the General Partner or its Affiliates (including in their capacities, if applicable, as Limited Partners).

Section 7.7 *Indemnification*.

(a) To the fullest extent permitted by law but subject to the limitations expressly provided in this Agreement, all Indemnitees shall be indemnified and held harmless by the Partnership from and against any and all losses, claims, damages, liabilities, joint or several, expenses (including legal fees and expenses), judgments, fines, penalties, interest, settlements or other amounts arising from any and all threatened, pending or completed claims, demands, actions, suits or proceedings, whether civil, criminal, administrative or investigative, and whether formal or informal and including appeals, in which any Indemnitee may be involved, or is threatened to be involved, as a party or otherwise, by reason of its status as an Indemnitee and acting (or refraining to act) in such capacity on behalf of or for the benefit of the Partnership; provided, that the Indemnitee shall not be indemnified and held harmless if there has been a final and non-appealable judgment entered by a court of competent jurisdiction determining that, in respect of the matter for which the Indemnitee is seeking indemnification pursuant to this Section 7.7, the Indemnitee acted in bad faith or engaged in fraud, willful misconduct or, in the case of a criminal matter, acted with knowledge that the Indemnitee's conduct was unlawful. Any indemnification pursuant to this Section 7.7 shall be made only out of the assets of the Partnership, it being agreed that the General Partner shall not be personally liable for such indemnification and shall have no obligation to contribute or loan any monies or property to the Partnership to enable it to effectuate such indemnification.

(b) To the fullest extent permitted by law, expenses (including legal fees and expenses) incurred by an Indemnitee who is indemnified pursuant to Section 7.7(a) in appearing at, participating in or defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Partnership prior to a final and non-appealable judgment entered by a court of competent jurisdiction determining that, in respect of the matter for which the Indemnitee is seeking indemnification pursuant to this Section 7.7, that the Indemnitee is not entitled to be indemnified upon receipt by the Partnership of any undertaking by or on behalf of

the Indemnitee to repay such amount if it shall be ultimately determined that the Indemnitee is not entitled to be indemnified as authorized by this Section 7.7.

(c) The indemnification provided by this Section 7.7 shall be in addition to any other rights to which an Indemnitee may be entitled under any agreement, pursuant to any vote of the holders of Outstanding Limited Partner Interests, as a matter of law, in equity or otherwise, both as to actions in the Indemnitee's capacity as an Indemnitee and as to actions in any other capacity (including any capacity under the Underwriting Agreement), and shall continue as to an Indemnitee who has ceased to serve in such capacity and shall inure to the benefit of the heirs, successors, assigns and administrators of the Indemnitee.

(d) The Partnership may purchase and maintain (or reimburse the General Partner or its Affiliates for the cost of) insurance, on behalf of the General Partner, its Affiliates, the Indemnitees and such other Persons as the General Partner shall determine, against any liability that may be asserted against, or expense that may be incurred by, such Person in connection with the Partnership's activities or such Person's activities on behalf of the Partnership, regardless of whether the Partnership would have the power to indemnify such Person against such liability under the provisions of this Agreement. In addition, the Partnership may enter into additional indemnification agreements with any Indemnitee.

(e) For purposes of this Section 7.7, the Partnership shall be deemed to have requested an Indemnitee to serve as fiduciary of an employee benefit plan whenever the performance by it of its duties to the Partnership also imposes duties on, or otherwise involves services by, it to the plan or participants or beneficiaries of the plan; excise taxes assessed on an Indemnitee with respect to an employee benefit plan pursuant to applicable law shall constitute "fines" within the meaning of Section 7.7(a); and action taken or omitted by an Indemnitee with respect to any employee benefit plan in the performance of its duties for a purpose reasonably believed by it to be in the best interest of the participants and beneficiaries of the plan shall be deemed to be for a purpose that is in the best interests of the Partnership.

(f) In no event may an Indemnitee subject the Limited Partners to personal liability by reason of the indemnification provisions set forth in this Agreement.

(g) An Indemnitee shall not be denied indemnification in whole or in part under this Section 7.7 because the Indemnitee had an interest in the transaction with respect to which the indemnification applies if the transaction was otherwise permitted by the terms of this Agreement.

(h) The provisions of this Section 7.7 are for the benefit of the Indemnitees and their heirs, successors, assigns, executors and administrators and shall not be deemed to create any rights for the benefit of any other Persons.

(i) No amendment, modification or repeal of this Section 7.7 or any provision hereof shall in any manner terminate, reduce or impair the right of any past, present or future Indemnitee to be indemnified by the Partnership, nor the obligations of the Partnership to indemnify any such Indemnitee under and in accordance with the provisions of this Section 7.7 as in effect immediately prior to such amendment, modification or repeal with respect to claims

arising from or relating to matters occurring, in whole or in part, prior to such amendment, modification or repeal, regardless of when such claims may arise or be asserted.

Section 7.8 *Liability of Indemnitees*.

(a) Notwithstanding anything to the contrary set forth in this Agreement, no Indemnitee shall be liable for monetary damages to the Partnership, the Partners or any other Persons who have acquired interests in the Partnership Interests, for losses sustained or liabilities incurred as a result of any act or omission of an Indemnitee unless there has been a final and non-appealable judgment entered by a court of competent jurisdiction determining that, in respect of the matter in question, the Indemnitee acted in bad faith or engaged in fraud, willful misconduct or, in the case of a criminal matter, acted with knowledge that the Indemnitee's conduct was criminal.

(b) Subject to its obligations and duties as General Partner set forth in Section 7.1(a), the General Partner may exercise any of the powers granted to it by this Agreement and perform any of the duties imposed upon it hereunder either directly or by or through its agents, and the General Partner shall not be responsible for any misconduct or negligence on the part of any such agent appointed by the General Partner in good faith.

(c) To the extent that, at law or in equity, an Indemnitee has duties (including fiduciary duties) and liabilities relating thereto to the Partnership or to the Partners, the General Partner and any other Indemnitee acting in connection with the Partnership's business or affairs shall not be liable to the Partnership or to any Partner for its good faith reliance on the provisions of this Agreement.

(d) Any amendment, modification or repeal of this Section 7.8 or any provision hereof shall be prospective only and shall not in any way affect the limitations on the liability of the Indemnitees under this Section 7.8 as in effect immediately prior to such amendment, modification or repeal with respect to claims arising from or relating to matters occurring, in whole or in part, prior to such amendment, modification or repeal, regardless of when such claims may arise or be asserted.

Section 7.9 *Resolution of Conflicts of Interest; Standards of Conduct and Modification of Duties*.

(a) Unless otherwise expressly provided in this Agreement or any Group Member Agreement, whenever a potential conflict of interest exists or arises between the General Partner or any of its Affiliates, on the one hand, and the Partnership, any Group Member or any other Partner, on the other, any resolution or course of action by the General Partner or any of its Affiliates in respect of such conflict of interest shall be permitted and deemed approved by all Partners, and shall not constitute a breach of this Agreement, of any Group Member Agreement, of any agreement contemplated herein or therein, or of any duty hereunder or existing at law, in equity or otherwise, if the resolution or course of action in respect of such conflict of interest is (i) approved by Special Approval, (ii) approved by the vote of a majority of the Common Units (excluding Common Units owned by the General Partner and its Affiliates), (iii) on terms no less favorable to the Partnership than those generally being provided to or available from unrelated

third parties or (iv) fair and reasonable to the Partnership, taking into account the totality of the relationships between the parties involved (including other transactions that may be particularly favorable or advantageous to the Partnership). The General Partner shall be authorized but not required in connection with its resolution of such conflict of interest to seek Special Approval or Common Unitholder approval of such resolution, and the General Partner may also adopt a resolution or course of action that has not received Special Approval or Common Unitholder approval. If Special Approval is sought, then it shall be presumed that, in making its decision, the Conflicts Committee acted in good faith, and if Special Approval or Common Unitholder approval is not sought and the Board of Directors determines that the resolution or course of action taken with respect to a conflict of interest satisfies either of the standards set forth in clauses (iii) or (iv) above, then it shall be presumed that, in making its decision, the Board of Directors acted in good faith, and in any proceeding brought by any Partner or by or on behalf of such Partner or any other Partner or the Partnership challenging such approval, the Person bringing or prosecuting such proceeding shall have the burden of overcoming such presumption. Notwithstanding anything to the contrary in this Agreement or any duty otherwise existing at law or equity, the existence of the conflicts of interest described in the Registration Statement are hereby approved by all Partners and shall not constitute a breach of this Agreement or of any duty hereunder or existing at law, in equity or otherwise.

(b) Whenever the General Partner, or any committee of the Board of Directors (including the Conflicts Committee), makes a determination or takes or declines to take any other action, or any of its Affiliates causes the General Partner to do so, in its capacity as the general partner of the Partnership as opposed to in its individual capacity, whether under this Agreement, any Group Member Agreement or any other agreement contemplated hereby or otherwise, then, unless another express standard is provided for in this Agreement, the General Partner, such committee or such Affiliates causing the General Partner to do so, shall make such determination or take or decline to take such other action in good faith and shall not be subject to any other or different standards (including fiduciary standards) imposed by this Agreement, any Group Member Agreement, any other agreement contemplated hereby or under the Delaware Act or any other law, rule or regulation or at equity. In order for a determination or other action to be in "good faith" for purposes of this Agreement, the Person or Persons making such determination or taking or declining to take such other action must believe that the determination or other action is in the best interests of the Partnership.

(c) Whenever the General Partner makes a determination or takes or declines to take any other action, or any of its Affiliates causes it to do so, in its individual capacity as opposed to in its capacity as the general partner of the Partnership, whether under this Agreement, any Group Member Agreement or any other agreement contemplated hereby or otherwise, then the General Partner, or such Affiliates causing it to do so, are entitled, to the fullest extent permitted by law, to make such determination or to take or decline to take such other action free of any duty (including any fiduciary duty) or obligation whatsoever to the Partnership, any other Partner or any other Person bound by this Agreement, and the General Partner, or such Affiliates causing it to do so, shall not, to the fullest extent permitted by law, be required to act in good faith or pursuant to any other standard imposed by this Agreement, any Group Member Agreement, any other agreement contemplated hereby or under the Delaware Act or any other law, rule or regulation or at equity. By way of illustration and not of limitation, whenever the phrases, "at the option of the General Partner," "in its sole discretion" or some variation of those phrases, are

used in this Agreement, it indicates that the General Partner is acting in its individual capacity. For the avoidance of doubt, whenever the General Partner votes or transfers its Partnership Interests, or refrains from voting or transferring its Partnership Interests, it shall be acting in its individual capacity.

(d) Notwithstanding anything to the contrary in this Agreement, the General Partner and its Affiliates shall have no duty or obligation, express or implied, to (i) sell or otherwise dispose of any asset of the Partnership Group other than in the ordinary course of business or (ii) permit any Group Member to use any facilities or assets of the General Partner and its Affiliates, except as may be provided in contracts entered into from time to time specifically dealing with such use. Any determination by the General Partner or any of its Affiliates to enter into such contracts shall be in its sole discretion.

(e) Except as expressly set forth in this Agreement, neither the General Partner nor any other Indemnitee shall have any duties or liabilities, including fiduciary duties, to the Partnership or any Partner and the provisions of this Agreement, to the extent that they restrict, eliminate or otherwise modify the duties and liabilities, including fiduciary duties, of the General Partner or any other Indemnitee otherwise existing at law or in equity, are agreed by the Partners to replace such other duties and liabilities of the General Partner or such other Indemnitee.

(f) The Partners hereby authorize the General Partner, on behalf of the Partnership as a partner or member of a Group Member, to approve of actions by the general partner or managing member of such Group Member similar to those actions permitted to be taken by the General Partner pursuant to this Section 7.9.

Section 7.10 *Other Matters Concerning the General Partner*.

(a) The General Partner may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, bond, debenture or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties.

(b) The General Partner may consult with legal counsel, accountants, appraisers, management consultants, investment bankers and other consultants and advisers selected by it, and any act taken or omitted to be taken in reliance upon the advice or opinion (including an Opinion of Counsel) of such Persons as to matters that the General Partner reasonably believes to be within such Person’s professional or expert competence shall be conclusively presumed to have been done or omitted in good faith and in accordance with such advice or opinion.

(c) The General Partner shall have the right, in respect of any of its powers or obligations hereunder, to act through any of its or the Partnership’s duly authorized officers, a duly appointed attorney or attorneys-in-fact.

Section 7.11 *Purchase or Sale of Partnership Interests*. The General Partner may cause the Partnership to purchase or otherwise acquire Partnership Interests.

Section 7.12 *Registration Rights of the General Partner and its Affiliates*.

(a) If (i) the General Partner or any of its Affiliates (including for purposes of this Section 7.12, any Person that is an Affiliate of the General Partner at the date hereof notwithstanding that it may later cease to be an Affiliate of the General Partner) holds Partnership Interests that it desires to sell and (ii) Rule 144 of the Securities Act (or any successor rule or regulation to Rule 144) or another exemption from registration is not available to enable such holder of Partnership Interests (the "Holder") to dispose of the number of Partnership Interests it desires to sell at the time it desires to do so without registration under the Securities Act, then at the option and upon the request of the Holder, the Partnership shall file with the Commission as promptly as practicable after receiving such request, and use all commercially reasonable efforts to cause to become effective and remain effective for a period of not less than six months following its effective date or such shorter period as shall terminate when all Partnership Interests covered by such registration statement have been sold, a registration statement under the Securities Act registering the offering and sale of the number of Partnership Interests specified by the Holder; provided, however, that the aggregate offering price of any such offering and sale of Partnership Interests covered by such registration statement as provided for in this Section 7.12(a) shall not be less than $5.0 million; provided further, that the Partnership shall not be required to effect more than two registrations pursuant to this Section 7.12(a) in any twelve-month period; and provided further, however that if the General Partner determines that a postponement of the requested registration would be in the best interests of the Partnership and its Partners due to a pending transaction, investigation or other event, the filing of such registration statement or the effectiveness thereof may be deferred for up to six months, but not thereafter. In connection with any registration pursuant to the immediately preceding sentence, the Partnership shall (i) promptly prepare and file (A) such documents as may be necessary to register or qualify the securities subject to such registration under the securities laws of such states as the Holder shall reasonably request; provided, however, that no such qualification shall be required in any jurisdiction where, as a result thereof, the Partnership would become subject to general service of process or to taxation or qualification to do business as a foreign corporation or partnership doing business in such jurisdiction solely as a result of such registration, and (B) such documents as may be necessary to apply for listing or to list the Partnership Interests subject to such registration on such National Securities Exchange as the Holder shall reasonably request, and (ii) do any and all other acts and things that may be necessary or appropriate to enable the Holder to consummate a public sale of such Partnership Interests in such states. Except as set forth in Section 7.12(c), all costs and expenses of any such registration and offering (other than the underwriting discounts and commissions) shall be paid by the Partnership, without reimbursement by the Holder.

(b) If the Partnership shall at any time propose to file a registration statement under the Securities Act for an offering of Partnership Interests for cash (other than an offering relating solely to a benefit plan), the Partnership shall use all commercially reasonable efforts to include such number or amount of Partnership Interests held by any Holder in such registration statement as the Holder shall request; provided, that the Partnership is not required to make any effort or take any action to so include the Partnership Interests of the Holder once the registration statement becomes or is declared effective by the Commission, including any registration statement providing for the offering from time to time of Partnership Interests pursuant to Rule 415 of the Securities Act. If the proposed offering pursuant to this Section 7.12(b) shall be an

underwritten offering, then, in the event that the managing underwriter or managing underwriters of such offering advise the Partnership and the Holder that in their opinion the inclusion of all or some of the Holder's Partnership Interests would adversely and materially affect the timing or success of the offering, the Partnership shall include in such offering only that number or amount, if any, of Partnership Interests held by the Holder that, in the opinion of the managing underwriter or managing underwriters, will not so adversely and materially affect the offering. Except as set forth in Section 7.12(c), all costs and expenses of any such registration and offering (other than the underwriting discounts and commissions) shall be paid by the Partnership, without reimbursement by the Holder.

(c) If underwriters are engaged in connection with any registration referred to in this Section 7.12, the Partnership shall provide indemnification, representations, covenants, opinions and other assurance to the underwriters in form and substance reasonably satisfactory to such underwriters. Further, in addition to and not in limitation of the Partnership's obligation under Section 7.7, the Partnership shall, to the fullest extent permitted by law, indemnify and hold harmless the Holder, its officers, directors and each Person who controls the Holder (within the meaning of the Securities Act) and any agent thereof (collectively, "Indemnified Persons") against any losses, claims, demands, actions, causes of action, assessments, damages, liabilities (joint or several), costs and expenses (including interest, penalties and reasonable attorneys' fees and disbursements), resulting to, imposed upon, or incurred by the Indemnified Persons, directly or indirectly, under the Securities Act or otherwise (hereinafter referred to in this Section 7.12(c) as a "claim" and in the plural as "claims") based upon, arising out of or resulting from any untrue statement or alleged untrue statement of any material fact contained in any registration statement under which any Partnership Interests were registered under the Securities Act or any state securities or Blue Sky laws, in any preliminary prospectus or issuer free writing prospectus as defined in Rule 433 of the Securities Act (if used prior to the effective date of such registration statement), or in any summary or final prospectus or in any amendment or supplement thereto (if used during the period the Partnership is required to keep the registration statement current), or arising out of, based upon or resulting from the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements made therein not misleading; provided, however, that the Partnership shall not be liable to any Indemnified Person to the extent that any such claim arises out of, is based upon or results from an untrue statement or alleged untrue statement or omission or alleged omission made in such registration statement, such preliminary, summary or final prospectus or free writing prospectus or such amendment or supplement, in reliance upon and in conformity with written information furnished to the Partnership by or on behalf of such Indemnified Person specifically for use in the preparation thereof.

(d) The provisions of Sections 7.12(a) and 7.12(b) shall continue to be applicable with respect to the General Partner (and any of the General Partner's Affiliates) after it ceases to be the General Partner, during a period of two years subsequent to the effective date of such cessation and for so long thereafter as is required for the Holder to sell all of the Partnership Interests with respect to which it has requested during such two-year period inclusion in a registration statement otherwise filed or that a registration statement be filed; provided, however, that the Partnership shall not be required to file successive registration statements covering the same Partnership Interests for which registration was demanded during such two-year period. The provisions of Section 7.12(c) shall continue in effect thereafter.

(e) The rights to cause the Partnership to register Partnership Interests pursuant to this Section 7.12 may be assigned (but only with all related obligations) by a Holder to a transferee or assignee of such Partnership Interests, provided (i) the Partnership is, within a reasonable time after such transfer, furnished with written notice of the name and address of such transferee or assignee and the Partnership Interests with respect to which such registration rights are being assigned; and (ii) such transferee or assignee agrees in writing to be bound by and subject to the terms set forth in this Section 7.12.

(f) Any request to register Partnership Interests pursuant to this Section 7.12 shall (i) specify the Partnership Interests intended to be offered and sold by the Person making the request, (ii) express such Person's present intent to offer such Partnership Interests for distribution, (iii) describe the nature or method of the proposed offer and sale of Partnership Interests, and (iv) contain the undertaking of such Person to provide all such information and materials and take all action as may be required in order to permit the Partnership to comply with all applicable requirements in connection with the registration of such Partnership Interests.

(g) The Partnership may enter into separate registration rights agreements with the General Partner or any of its Affiliates.

Section 7.13 *Reliance by Third Parties*. Notwithstanding anything to the contrary in this Agreement, any Person dealing with the Partnership shall be entitled to assume that the General Partner and any officer of the General Partner authorized by the General Partner to act on behalf of and in the name of the Partnership has full power and authority to encumber, sell or otherwise use in any manner any and all assets of the Partnership and to enter into any authorized contracts on behalf of the Partnership, and such Person shall be entitled to deal with the General Partner or any such officer as if it were the Partnership's sole party in interest, both legally and beneficially. Each Partner hereby waives, to the fullest extent permitted by law, any and all defenses or other remedies that may be available to such Partner to contest, negate or disaffirm any action of the General Partner or any such officer in connection with any such dealing. In no event shall any Person dealing with the General Partner or any such officer or its representatives be obligated to ascertain that the terms of this Agreement have been complied with or to inquire into the necessity or expedience of any act or action of the General Partner or any such officer or its representatives. Each and every certificate, document or other instrument executed on behalf of the Partnership by the General Partner or its representatives shall be conclusive evidence in favor of any and every Person relying thereon or claiming thereunder that (a) at the time of the execution and delivery of such certificate, document or instrument, this Agreement was in full force and effect, (b) the Person executing and delivering such certificate, document or instrument was duly authorized and empowered to do so for and on behalf of the Partnership and (c) such certificate, document or instrument was duly executed and delivered in accordance with the terms and provisions of this Agreement and is binding upon the Partnership.

ARTICLE VIII
BOOKS, RECORDS, ACCOUNTING AND REPORTS

Section 8.1 *Records and Accounting*. The General Partner shall keep or cause to be kept at the principal office of the Partnership appropriate books and records with respect to the Partnership's business, including all books and records necessary to provide to the Partners any

information required to be provided pursuant to Section 3.4(a). Any books and records maintained by or on behalf of the Partnership in the regular course of its business, including the record of the Record Holders of Units or other Partnership Interests, books of account and records of Partnership proceedings, may be kept on, or be in the form of, computer disks, hard drives, magnetic tape, photographs, micrographics or any other information storage device; provided, that the books and records so maintained are convertible into clearly legible written form within a reasonable period of time. The books of the Partnership shall be maintained, for financial reporting purposes, on an accrual basis in accordance with U.S. GAAP.

Section 8.2 *Fiscal Year*. The fiscal year of the Partnership shall be a fiscal year ending December 31.

Section 8.3 *Reports*.

(a) As soon as practicable, but in no event later than 105 days after the close of each fiscal year of the Partnership, the General Partner shall cause to be mailed or made available, by any reasonable means, to each Record Holder of a Unit or other Partnership Interest as of a date selected by the General Partner, an annual report containing financial statements of the Partnership for such fiscal year of the Partnership, presented in accordance with U.S. GAAP, including a balance sheet and statements of operations, Partnership equity and cash flows, such statements to be audited by a firm of independent public accountants selected by the General Partner.

(b) As soon as practicable, but in no event later than 50 days after the close of each Quarter except the last Quarter of each fiscal year, the General Partner shall cause to be mailed or made available, by any reasonable means, to each Record Holder of a Unit or other Partnership Interest, as of a date selected by the General Partner, a report containing unaudited financial statements of the Partnership and such other information as may be required by applicable law, regulation or rule of any National Securities Exchange on which the Units are listed or admitted to trading, or as the General Partner determines to be necessary or appropriate.

(c) The General Partner shall be deemed to have made a report available to each Record Holder as required by this Section 8.3 if it has either (i) filed such report with the Commission via its Electronic Data Gathering, Analysis and Retrieval system and such report is publicly available on such system or (ii) made such report available on any publicly available website maintained by the Partnership.

ARTICLE IX
TAX MATTERS

Section 9.1 *Tax Returns and Information*. The Partnership shall timely file all returns of the Partnership that are required for U.S. federal, state and local income tax purposes on the basis of the accrual method and the taxable period or years that it is required by law to adopt, from time to time, as determined by the General Partner. In the event the Partnership is required to use a taxable period other than a year ending on December 31, the General Partner shall use reasonable efforts to change the taxable period of the Partnership to a year ending on December 31. The tax information reasonably required by Record Holders for federal, state and local

income tax reporting purposes with respect to a taxable period shall be furnished to them within 90 days of the close of the calendar year in which the Partnership's taxable period ends. The classification, realization and recognition of income, gain, losses and deductions and other items shall be on the accrual method of accounting for U.S. federal income tax purposes.

Section 9.2 *Tax Elections*.

(a) The Partnership shall make the election under Section 754 of the Code in accordance with applicable regulations thereunder, subject to the reservation of the right to seek to revoke any such election upon the General Partner's determination that such revocation is in the best interests of the Partners. Notwithstanding any other provision herein contained, for the purposes of computing the adjustments under Section 743(b) of the Code, the General Partner shall be authorized (but not required) to adopt a convention whereby the price paid by a transferee of a Partnership Interest will be deemed to be the lowest quoted closing price of the Partnership Interests on any National Securities Exchange on which such Partnership Interests are listed or admitted to trading during the calendar month in which such transfer is deemed to occur pursuant to Section 6.2(f) without regard to the actual price paid by such transferee.

(b) Except as otherwise provided herein, the General Partner shall determine whether the Partnership should make any other elections permitted by the Code.

Section 9.3 *Tax Controversies*. Subject to the provisions hereof, the General Partner shall designate the Organizational Limited Partner, or such other Partner as the General Partner shall designate, as the Tax Matters Partner (as defined in the Code) and is authorized and required to represent the Partnership (at the Partnership's expense) in connection with all examinations of the Partnership's affairs by tax authorities, including resulting administrative and judicial proceedings, and to expend Partnership funds for professional services and costs associated therewith. Each Partner agrees to cooperate with the Tax Matters Partner and to do or refrain from doing any or all things reasonably required by the Tax Matters Partner to conduct such proceedings.

Section 9.4 *Withholding*. Notwithstanding any other provision of this Agreement, the General Partner is authorized to take any action that may be required to cause the Partnership and other Group Members to comply with any withholding requirements established under the Code or any other U.S. federal, state or local law, including pursuant to Sections 1441, 1442, 1445 and 1446 of the Code. To the extent that the Partnership is required or elects to withhold and pay over to any taxing authority any amount resulting from the allocation or distribution of income to any Partner (including by reason of Section 1446 of the Code), the General Partner may treat the amount withheld as a distribution of cash pursuant to Section 6.3 in the amount of such withholding from such Partner.

ARTICLE X
ADMISSION OF PARTNERS

Section 10.1 *Admission of Limited Partners*.

(a) By acceptance of the transfer of any Limited Partner Interests in accordance with this Section 10.1 or the issuance of any Limited Partner Interests in accordance herewith, and

except as provided in Section 4.8, each transferee or other recipient of a Limited Partner Interest (including any nominee holder or an agent or representative acquiring such Limited Partner Interests for the account of another Person) (i) shall be admitted to the Partnership as a Limited Partner with respect to the Limited Partner Interests so transferred or issued to such Person when any such transfer or issuance is reflected in the books and records of the Partnership, (ii) shall become bound by the terms of, and shall be deemed to have agreed to be bound by, this Agreement, (iii) shall become the Record Holder of the Limited Partner Interests so transferred or issued, (iv) represents that the transferee or other recipient has the capacity, power and authority to enter into this Agreement, and (v) makes the consents, acknowledgments and waivers contained in this Agreement, all with or without execution of this Agreement. The transfer of any Limited Partner Interests and/or the admission of any new Limited Partner shall not constitute an amendment to this Agreement. A Person may become a Record Holder without the consent or approval of any of the Partners. A Person may not become a Limited Partner without acquiring a Limited Partner Interest. The rights and obligations of a Person who is an Ineligible Holder shall be determined in accordance with Section 4.8.

(b) The name and mailing address of each Limited Partner shall be listed on the books and records of the Partnership maintained for such purpose by the General Partner or the Transfer Agent. The General Partner shall update its books and records from time to time as necessary to reflect accurately the information therein (or shall cause the Transfer Agent to do so, as applicable). A Limited Partner Interest may be represented by a Certificate, as provided in Section 4.1.

(c) Any transfer of a Limited Partner Interest shall not entitle the transferee to share in the profits and losses, to receive distributions, to receive allocations of income, gain, loss, deduction or credit or any similar item or to any other rights to which the transferor was entitled until the transferee becomes a Limited Partner pursuant to Section 10.1(a).

Section 10.2 *Admission of Successor General Partner*. A successor General Partner approved pursuant to Section 11.1 or 11.2 or the transferee of or successor to all of the General Partner Interest pursuant to Section 4.5(d) who is proposed to be admitted as a successor General Partner shall be admitted to the Partnership as the General Partner, effective immediately prior to the withdrawal or removal of the predecessor or transferring General Partner, pursuant to Section 11.1 or 11.2 or the transfer of the General Partner Interest pursuant to Section 4.5(d), provided, however, that no such successor shall be admitted to the Partnership until compliance with the terms of Section 4.5(d) has occurred and such successor has executed and delivered such other documents or instruments as may be required to effect such admission. Any such successor shall, subject to the terms hereof, carry on the business of the members of the Partnership Group without dissolution.

Section 10.3 *Amendment of Agreement and Certificate of Limited Partnership*. To effect the admission to the Partnership of any Partner, the General Partner shall take all steps necessary under the Delaware Act to amend the records of the Partnership to reflect such admission and, if necessary, to prepare as soon as practicable an amendment to this Agreement and, if required by law, the General Partner shall prepare and file an amendment to the Certificate of Limited Partnership.

ARTICLE XI
WITHDRAWAL OR REMOVAL OF PARTNERS

Section 11.1 *Withdrawal of the General Partner*.

(a) The General Partner shall be deemed to have withdrawn from the Partnership upon the occurrence of any one of the following events (each such event herein referred to as an "Event of Withdrawal"):

(i) The General Partner voluntarily withdraws from the Partnership by giving written notice to the other Partners;

(ii) The General Partner transfers all of its rights as General Partner pursuant to Section 4.5(d);

(iii) The General Partner is removed pursuant to Section 11.2;

(iv) The General Partner (A) makes a general assignment for the benefit of creditors; (B) files a voluntary bankruptcy petition for relief under Chapter 7 of the United States Bankruptcy Code; (C) files a petition or answer seeking for itself a liquidation, dissolution or similar relief (but not a reorganization) under any law; (D) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against the General Partner in a proceeding of the type described in clauses (A) through (C) of this Section 11.1(a)(iv); or (E) seeks, consents to or acquiesces in the appointment of a trustee (but not a debtor-in-possession), receiver or liquidator of the General Partner or of all or any substantial part of its properties;

(v) A final and non-appealable order of relief under Chapter 7 of the United States Bankruptcy Code is entered by a court with appropriate jurisdiction pursuant to a voluntary or involuntary petition by or against the General Partner; or

(vi) (A) in the event the General Partner is a corporation, a certificate of dissolution or its equivalent is filed for the General Partner, or 90 days expire after the date of notice to the General Partner of revocation of its charter without a reinstatement of its charter, under the laws of its state of incorporation; (B) in the event the General Partner is a limited liability company or a partnership, the dissolution and commencement of winding up of the General Partner; (C) in the event the General Partner is acting in such capacity by virtue of being a trustee of a trust, the termination of the trust; (D) in the event the General Partner is a natural person, his death or adjudication of incompetency; and (E) otherwise in the event of the termination of the General Partner.

If an Event of Withdrawal specified in Sections 11.1(a)(iv), 11.1(a)(v), 11.1(a)(vi)(A), 11.1(a)(vi)(B), 11.1(a)(vi)(C) or 11.1(a)(vi)(E) occurs, the withdrawing General Partner shall give notice to the Partners within 30 days after such occurrence. The Partners hereby agree that only the Events of Withdrawal described in this Section 11.1 shall result in the withdrawal of the General Partner from the Partnership.

(b) Withdrawal of the General Partner from the Partnership upon the occurrence of an Event of Withdrawal shall not constitute a breach of this Agreement under the following circumstances: (i) at any time during the period beginning on the Closing Date and ending at 11:59 pm, prevailing Central Time, on March 31, 2021, the General Partner voluntarily withdraws by giving at least 90 days' advance notice of its intention to withdraw to the Partners; provided, that prior to the effective date of such withdrawal, the withdrawal is approved by Unitholders holding at least a majority of the Outstanding Common Units (excluding Common Units held by the General Partner and its Affiliates) and the General Partner delivers to the Partnership an Opinion of Counsel ("Withdrawal Opinion of Counsel") that such withdrawal (following the selection of the successor General Partner) would not result in the loss of the limited liability of any Limited Partner under the Delaware Act or cause any Group Member to be treated as an association taxable as a corporation or otherwise to be taxed as an entity for U.S. federal income tax purposes (to the extent not previously so treated or taxed); (ii) at any time after 11:59 pm, prevailing Central Time, on March 31, 2021, the General Partner voluntarily withdraws by giving at least 90 days' advance notice to the Partners, such withdrawal to take effect on the date specified in such notice; (iii) at any time that the General Partner ceases to be the General Partner pursuant to Section 11.1(a)(ii) or is removed pursuant to Section 11.2; or (iv) notwithstanding clause (i) of this sentence, at any time that the General Partner voluntarily withdraws by giving at least 90 days' advance notice of its intention to withdraw to the other Partners, such withdrawal to take effect on the date specified in the notice, if at the time such notice is given one Person and its Affiliates (other than the General Partner and its Affiliates) own beneficially or of record or control at least 50% of the Outstanding Units. The withdrawal of the General Partner from the Partnership upon the occurrence of an Event of Withdrawal shall also constitute the withdrawal of the General Partner as general partner or managing member, if any, to the extent applicable, of the other Group Members. If the General Partner gives notice of withdrawal pursuant to Section 11.1(a)(ii), the holders of a Unit Majority, may, prior to the effective date of such withdrawal, elect a successor General Partner. The Person so elected as successor General Partner shall automatically become the successor general partner or managing member, to the extent applicable, of the other Group Members of which the General Partner is a general partner or a managing member. If, prior to the effective date of the General Partner's withdrawal, a successor is not selected by the Partners as provided herein or the Partnership does not receive a Withdrawal Opinion of Counsel, the Partnership shall be dissolved in accordance with Section 12.1, unless the business of the Partnership is continued pursuant to Section 12.2. Any successor General Partner elected in accordance with the terms of this Section 11.1 shall be subject to the provisions of Section 10.2.

Section 11.2 *Removal of the General Partner*. The General Partner may be removed if such removal is approved by the Partners holding at least 66 2/3% of the Outstanding Units (including Units held by the General Partner and its Affiliates) voting as a single class. Any such action by such holders for removal of the General Partner must also provide for the election of a successor General Partner by the Partners holding a majority of the outstanding Common Units (including Common Units held by the General Partner and its Affiliates). Such removal shall be effective immediately following the admission of a successor General Partner pursuant to Section 10.2. The removal of the General Partner shall also automatically constitute the removal of the General Partner as general partner or managing member, to the extent applicable, of the other Group Members of which the General Partner is a general partner or a managing member. If a Person is elected as a successor General Partner in accordance with the terms of this Section

11.2, such Person shall, upon admission pursuant to Section 10.2, automatically become a successor general partner or managing member, to the extent applicable, of the other Group Members of which the General Partner is a general partner or a managing member. The right of the Partners to remove the General Partner shall not exist or be exercised unless the Partnership has received an opinion opining as to the matters covered by a Withdrawal Opinion of Counsel. Any successor General Partner elected in accordance with the terms of this Section 11.2 shall be subject to the provisions of Section 10.2.

Section 11.3 *Interest of Departing General Partner and Successor General Partner*.

(a) In the event of (i) withdrawal of the General Partner under circumstances where such withdrawal does not violate this Agreement or (ii) removal of the General Partner by the Partners under circumstances where Cause does not exist, if the successor General Partner is elected in accordance with the terms of Section 11.1 or 11.2, the Departing General Partner shall have the option, exercisable prior to the effective date of the withdrawal or removal of such Departing General Partner, to require its successor to purchase its General Partner Interest and its or its Affiliates' general partner interest (or equivalent interest), if any, in the other Group Members (collectively, the "Combined Interest") in exchange for an amount in cash equal to the fair market value of such Combined Interest, such amount to be determined and payable as of the effective date of its withdrawal or removal. If the General Partner is removed by the Partners under circumstances where Cause exists or if the General Partner withdraws under circumstances where such withdrawal violates this Agreement, and if a successor General Partner is elected in accordance with the terms of Section 11.1 or 11.2 (or if the business of the Partnership is continued pursuant to Section 12.2 and the successor General Partner is not the former General Partner), such successor shall have the option, exercisable prior to the effective date of the departure of such Departing General Partner (or, in the event the business of the Partnership is continued, prior to the date the business of the Partnership is continued), to purchase the Combined Interest for such fair market value of such Combined Interest. In either event, the Departing General Partner shall be entitled to receive all reimbursements due such Departing General Partner pursuant to Section 7.4, including any employee related liabilities (including severance liabilities), incurred in connection with the termination of any employees employed by the Departing General Partner or its Affiliates (other than any Group Member) for the benefit of the Partnership or the other Group Members.

For purposes of this Section 11.3(a), the fair market value of the Combined Interest shall be determined by agreement between the Departing General Partner and its successor or, failing agreement within 30 days after the effective date of such Departing General Partner's withdrawal or removal, by an independent investment banking firm or other independent expert selected by the Departing General Partner and its successor, which, in turn, may rely on other experts, and the determination of which shall be conclusive as to such matter. If such parties cannot agree upon one independent investment banking firm or other independent expert within 45 days after the effective date of such withdrawal or removal, then the Departing General Partner shall designate an independent investment banking firm or other independent expert, the Departing General Partner's successor shall designate an independent investment banking firm or other independent expert, and such firms or experts shall mutually select a third independent investment banking firm or independent expert, which third independent investment banking firm or other independent expert shall determine the fair market value of the Combined Interest.

In making its determination, such third independent investment banking firm or other independent expert may consider the then current trading price of Units on any National Securities Exchange on which Units are then listed or admitted to trading, the value of the Partnership's assets, the rights and obligations of the Departing General Partner and other factors it may deem relevant.

(b) If the Combined Interest is not purchased in the manner set forth in Section 11.3(a), the Departing General Partner (or its transferee) shall become a Limited Partner and the Combined Interest shall be converted into Common Units pursuant to a valuation made by an investment banking firm or other independent expert selected pursuant to Section 11.3(a), without reduction in such Partnership Interest (but subject to proportionate dilution by reason of the admission of its successor). Any successor General Partner shall indemnify the Departing General Partner (or its transferee) as to all debts and liabilities of the Partnership arising on or after the date on which the Departing General Partner (or its transferee) becomes a Limited Partner. For purposes of this Agreement, conversion of the Combined Interest to Common Units will be characterized as if the Departing General Partner (or its Affiliates) contributed the Combined Interest to the Partnership in exchange for the newly issued Common Units.

Section 11.4 *Withdrawal of Limited Partners*. No Limited Partner shall have any right to withdraw from the Partnership; provided, however, that when a transferee of a Limited Partner's Partnership Interest becomes a Record Holder of the Partnership Interest so transferred, such transferring Limited Partner shall cease to be a Limited Partner with respect to the Partnership Interest so transferred.

ARTICLE XII
DISSOLUTION AND LIQUIDATION

Section 12.1 *Dissolution*. The Partnership shall not be dissolved by the admission of additional Partners or by the admission of a successor General Partner in accordance with the terms of this Agreement. Upon the removal or withdrawal of the General Partner, if a successor General Partner is elected pursuant to Section 11.1 or 11.2, the Partnership shall not be dissolved and such successor General Partner shall continue the business of the Partnership. The Partnership shall dissolve, and (subject to Section 12.2) its affairs shall be wound up, upon:

(a) an Event of Withdrawal of the General Partner as provided in Section 11.1(a) (other than Section 11.1(a)(ii)), unless a successor is elected and such successor is admitted to the Partnership pursuant to Section 10.2;

(b) an election to dissolve the Partnership by the General Partner that is approved by the holders of a Unit Majority;

(c) the entry of a decree of judicial dissolution of the Partnership pursuant to the provisions of the Delaware Act; or

(d) at any time there are no Limited Partners, unless the Partnership is continued without dissolution in accordance with the Delaware Act.

Section 12.2 *Continuation of the Business of the Partnership After Dissolution*. Upon (a) an Event of Withdrawal caused by the withdrawal or removal of the General Partner as provided in Sections 11.1(a)(i) or 11.1(a)(iii) and the failure of the Partners to select a successor to such Departing General Partner pursuant to Sections 11.1 or 11.2, then within 90 days thereafter, or (b) an event constituting an Event of Withdrawal as defined in Sections 11.1(a)(iv), 11.1(a)(v) or 11.1(a)(vi), then, to the maximum extent permitted by law, within 180 days thereafter, a Unit Majority may elect to continue the business of the Partnership on the same terms and conditions set forth in this Agreement by appointing as the successor General Partner a Person approved by a Unit Majority. Unless such an election is made within the applicable time period as set forth above, the Partnership shall conduct only activities necessary to wind up its affairs. If such an election is so made, then:

(i) the Partnership shall continue without dissolution unless earlier dissolved in accordance with this Article XII;

(ii) if the successor General Partner is not the former General Partner, then the interest of the former General Partner shall be treated in the manner provided in Section 11.3; and

(iii) the successor General Partner shall be admitted to the Partnership as General Partner, effective as of the Event of Withdrawal, by agreeing in writing to be bound by this Agreement;

provided, that the right of a Unit Majority to approve a successor General Partner and to continue the business of the Partnership shall not exist and may not be exercised unless the Partnership has received an Opinion of Counsel that (x) the exercise of the right would not result in the loss of the limited liability of any Limited Partner under the Delaware Act and (y) neither the Partnership nor any successor limited partnership would be treated as an association taxable as a corporation or otherwise be taxable as an entity for U.S. federal income tax purposes upon the exercise of such right to continue (to the extent not already so treated or taxed).

Section 12.3 *Liquidator*. Upon dissolution of the Partnership, unless the business of the Partnership is continued pursuant to Section 12.2, the General Partner shall select one or more Persons to act as Liquidator. The Liquidator (if other than the General Partner) shall be entitled to receive such compensation for its services as may be approved by holders of at least a majority of the Outstanding Common Units voting as a single class. The Liquidator (if other than the General Partner) shall agree not to resign at any time without 15 days' prior notice and may be removed at any time, with or without cause, by notice of removal approved by holders of at least a majority of the Outstanding Common Units. Upon dissolution, removal or resignation of the Liquidator, a successor and substitute Liquidator (who shall have and succeed to all rights, powers and duties of the original Liquidator) shall within 30 days thereafter be approved by holders of at least a majority of the Outstanding Common Units. The right to approve a successor or substitute Liquidator in the manner provided herein shall be deemed to refer also to any such successor or substitute Liquidator approved in the manner herein provided. Except as expressly provided in this Article XII, the Liquidator approved in the manner provided herein shall have and may exercise, without further authorization or consent of any of the parties hereto, all of the powers conferred upon the General Partner under the terms of this Agreement (but subject to all

of the applicable limitations, contractual and otherwise, upon the exercise of such powers, other than the limitation on sale set forth in Section 7.3) necessary or appropriate to carry out the duties and functions of the Liquidator hereunder for and during the period of time required to complete the winding up and liquidation of the Partnership as provided for herein.

Section 12.4 *Liquidation*. The Liquidator shall proceed to dispose of the assets of the Partnership, discharge its liabilities, and otherwise wind up its affairs in such manner and over such period as determined by the Liquidator, subject to Section 17-804 of the Delaware Act and the following:

(a) The assets may be disposed of by public or private sale or by distribution in kind to one or more Partners on such terms as the Liquidator and such Partner or Partners may agree. If any property is distributed in kind, the Partner receiving the property shall be deemed for purposes of Section 12.4(c) to have received cash equal to its fair market value; and contemporaneously therewith, appropriate cash distributions must be made to the other Partners. The Liquidator may defer liquidation or distribution of the Partnership's assets for a reasonable time if it determines that an immediate sale or distribution of all or some of the Partnership's assets would be impractical or would cause undue loss to the Partners. The Liquidator may distribute the Partnership's assets, in whole or in part, in kind if it determines that a sale would be impractical or would cause undue loss to the Partners.

(b) Liabilities of the Partnership include amounts owed to the Liquidator as compensation for serving in such capacity (subject to the terms of Section 12.3) and amounts to Partners otherwise than in respect of their distribution rights under Article VI. With respect to any liability that is contingent, conditional or unmatured or is otherwise not yet due and payable, the Liquidator shall either settle such claim for such amount as it thinks appropriate or establish a reserve of cash or other assets to provide for its payment. When paid, any unused portion of the reserve shall be distributed as additional liquidation proceeds.

(c) All property and all cash in excess of that required to discharge liabilities as provided in Section 12.4(b) shall be distributed to the Partners in accordance with, and to the extent of, the positive balances in their respective Capital Accounts, as determined after taking into account all Capital Account adjustments (other than those made by reason of distributions pursuant to this Section 12.4(c)) for the taxable period of the Partnership during which the liquidation of the Partnership occurs (with such date of occurrence being determined pursuant to Treasury Regulation Section 1.704-1(b)(2)(ii)(g)), and such distribution shall be made by the end of such taxable period (or, if later, within 90 days after said date of such occurrence).

Section 12.5 *Cancellation of Certificate of Limited Partnership*. Upon the completion of the distribution of Partnership cash and property as provided in Section 12.4 in connection with the liquidation of the Partnership, the Certificate of Limited Partnership and all qualifications of the Partnership as a foreign limited partnership in jurisdictions other than the State of Delaware shall be canceled and such other actions as may be necessary to terminate the Partnership shall be taken.

Section 12.6 *Return of Contributions*. The General Partner shall not be personally liable for, and shall have no obligation to contribute or loan any monies or property to the

Partnership to enable it to effectuate, the return of the Capital Contributions of the Partners or Unitholders, or any portion thereof, it being expressly understood that any such return shall be made solely from Partnership assets.

Section 12.7 *Waiver of Partition*. To the maximum extent permitted by law, each Partner hereby waives any right to partition of the Partnership property.

Section 12.8 *Capital Account Restoration*. No Limited Partner shall have any obligation to restore any negative balance in its Capital Account upon liquidation of the Partnership.

ARTICLE XIII
AMENDMENT OF PARTNERSHIP AGREEMENT; MEETINGS; RECORD DATE

Section 13.1 *Amendments to be Adopted Solely by the General Partner*. Each Partner agrees that the General Partner, without the approval of any other Partner, may amend any provision of this Agreement and execute, swear to, acknowledge, deliver, file and record whatever documents may be required in connection therewith, to reflect:

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

(b) admission, substitution, withdrawal or removal of Partners in accordance with this Agreement;

(c) a change that the General Partner determines to be necessary or appropriate to qualify or continue the qualification of the Partnership as a limited partnership or a partnership in which the Limited Partners have limited liability under the laws of any state or to ensure that the Group Members will not be treated as associations taxable as corporations or otherwise taxed as entities for U.S. federal income tax purposes;

(d) a change that the General Partner determines (i) does not adversely affect the Partners (including any particular class of Partnership Interests as compared to other classes of Partnership Interests) in any material respect, (ii) to be necessary or appropriate to (A) satisfy any requirements, conditions or guidelines contained in any opinion, directive, order, ruling or regulation of any federal or state agency or judicial authority or contained in any federal or state statute (including the Delaware Act) or (B) facilitate the trading of the Units (including the division of any class or classes of Outstanding Units into different classes to facilitate uniformity of tax consequences within such classes of Units) or comply with any rule, regulation, guideline or requirement of any National Securities Exchange on which any class of Partnership Interests are or will be listed or admitted to trading, (iii) to be necessary or appropriate in connection with action taken by the General Partner pursuant to Section 5.6 or (iv) is required to effect the intent expressed in the Registration Statement or the intent of the provisions of this Agreement or is otherwise contemplated by this Agreement;

(e) a change in the fiscal year or taxable period of the Partnership and any other changes that the General Partner determines to be necessary or appropriate as a result of a change

in the fiscal year or taxable period of the Partnership including, if the General Partner shall so determine, a change in the definition of "Quarter" and the dates on which distributions are to be made by the Partnership;

(f) an amendment that is necessary, in the Opinion of Counsel, to prevent the Partnership, or the General Partner or CVR Energy, Inc. or their directors, officers, trustees or agents from in any manner being subjected to the provisions of the Investment Company Act of 1940, as amended, the Investment Advisers Act of 1940, as amended, or "plan asset" regulations adopted under the Employee Retirement Income Security Act of 1974, as amended, regardless of whether such are substantially similar to plan asset regulations currently applied or proposed by the United States Department of Labor;

(g) an amendment that the General Partner determines to be necessary or appropriate in connection with the creation, authorization or issuance of any class or series of Partnership Interests or any options, rights, warrants and appreciation rights relating to an equity interest in the Partnership pursuant to Section 5.4;

(h) any amendment expressly permitted in this Agreement to be made by the General Partner acting alone;

(i) an amendment effected, necessitated or contemplated by a Merger Agreement approved in accordance with Section 14.3;

(j) an amendment that the General Partner determines to be necessary or appropriate to reflect and account for the formation by the Partnership of, or investment by the Partnership in, any corporation, partnership, joint venture, limited liability company or other entity, in connection with the conduct by the Partnership of activities permitted by the terms of Section 2.4;

(k) a merger or conveyance pursuant to Section 14.3(d); or

(l) any other amendments substantially similar to the foregoing.

Section 13.2 *Amendment Procedures*. Amendments to this Agreement may be proposed only by the General Partner. To the fullest extent permitted by law, the General Partner shall have no duty or obligation to propose or approve any amendment to this Agreement and may decline to do so in its sole discretion and, in declining to propose or approve an amendment, to the fullest extent permitted by law shall not be required to act in good faith or pursuant to any other standard imposed by this Agreement, any Group Member Agreement, any other agreement contemplated hereby or under the Delaware Act or any other law, rule or regulation or at equity. An amendment shall be effective upon its approval by the General Partner and a Unit Majority, unless a greater or different percentage is required under this Agreement or by Delaware law. Each proposed amendment that requires the approval of Partners holding a specified Percentage Interest shall be set forth in a writing that contains the text of the proposed amendment. If such an amendment is proposed, the General Partner shall seek the written approval of Partners holding the specified Percentage Interest or call a meeting of the Partners to consider and vote on such proposed amendment. The General

Partner shall notify all Record Holders upon final adoption of any such proposed amendments. The General Partner shall be deemed to have notified all Record Holders as required by this Section 13.2 if it has either (i) filed such amendment with the Commission via its Electronic Data Gathering, Analysis and Retrieval system and such amendment is publicly available on such system or (ii) made such amendment available on any publicly available website maintained by the Partnership.

Section 13.3 *Amendment Requirements*.

(a) Notwithstanding the provisions of Sections 13.1 and 13.2, no provision of this Agreement that requires a vote or approval of Partners (or a subset of the Partners) holding a specified Percentage Interest to take any action shall be amended, altered, changed, repealed or rescinded in any respect that would have the effect of, in the case of any provision of this Agreement other than Section 11.2 or Section 13.4, reducing such percentage unless such amendment is approved by the written consent or the affirmative vote of Partners whose aggregate Percentage Interest constitutes not less than the voting requirement sought to be reduced.

(b) Notwithstanding the provisions of Sections 13.1 and 13.2, no amendment to this Agreement may (i) enlarge the obligations of any Partner without its consent, unless such shall be deemed to have occurred as a result of an amendment approved pursuant to Section 13.3(c), or (ii) enlarge the obligations of, restrict, change or modify in any way any action by or rights of, or reduce in any way the amounts distributable, reimbursable or otherwise payable to, the General Partner or any of its Affiliates without its consent, which consent may be given or withheld in its sole discretion.

(c) Except as provided in Section 14.3 or Section 13.1, any amendment that would have a material adverse effect on the rights or preferences of any class of Partnership Interests in relation to other classes of Partnership Interests must be approved by the holders of not less than a majority of the Outstanding Partnership Interests of the class affected. If the General Partner determines an amendment does not satisfy the requirements of Section 13.1(d)(i) because it adversely affects one or more classes of Partnership Interests, as compared to other classes of Partnership Interests, in any material respect, such amendment shall only be required to be approved by the adversely affected class or classes.

(d) Notwithstanding any other provision of this Agreement, except for amendments pursuant to Section 13.1 and except as otherwise provided by Section 14.3(b), no amendments shall become effective without the approval of the holders of at least 90% of the Percentage Interests of all Partners voting as a single class unless the Partnership obtains an Opinion of Counsel to the effect that such amendment will not affect the limited liability of any Limited Partner under applicable partnership law of the state under whose laws the Partnership is organized.

(e) Except as provided in Section 13.1, this Section 13.3 shall only be amended with the approval of Partners (including the General Partner and its Affiliates) holding at least 90% of the Percentage Interests of all Partners.

Section 13.4 *Special Meetings*. All acts of Partners to be taken pursuant to this Agreement shall be taken in the manner provided in this Article XIII. Special meetings of the Partners may be called by the General Partner or by Limited Partners owning 20% or more of the Outstanding Units of the class or classes for which a meeting is proposed. Limited Partners shall call a special meeting by delivering to the General Partner one or more requests in writing stating that the signing Partners wish to call a special meeting and indicating the general or specific purposes for which the special meeting is to be called. Within 60 days after receipt of such a call from Partners or within such greater time as may be reasonably necessary for the Partnership to comply with any statutes, rules, regulations, listing agreements or similar requirements governing the holding of a meeting or the solicitation of proxies for use at such a meeting, the General Partner shall send a notice of the meeting to the Partners either directly or indirectly through the Transfer Agent. A meeting shall be held at a time and place determined by the General Partner on a date not less than 10 days nor more than 60 days after the mailing of notice of the meeting. Limited Partners shall not vote on matters that would cause the Limited Partners to be deemed to be taking part in the management and control of the business and affairs of the Partnership so as to jeopardize the Limited Partners' limited liability under the Delaware Act or the law of any other state in which the Partnership is qualified to do business.

Section 13.5 *Notice of a Meeting*. Notice of a meeting called pursuant to Section 13.4 shall be given to the Record Holders of the class or classes of Partnership Interests for which a meeting is proposed in writing by mail or other means of written communication in accordance with Section 16.1. The notice shall be deemed to have been given at the time when deposited in the mail or sent by other means of written communication.

Section 13.6 *Record Date*. For purposes of determining the Partners entitled to notice of or to vote at a meeting of the Partners or to give approvals without a meeting as provided in Section 13.11 the General Partner may set a Record Date, which shall not be less than 10 nor more than 60 days before (a) the date of the meeting (unless such requirement conflicts with any rule, regulation, guideline or requirement of any National Securities Exchange on which the Partnership Interests are listed or admitted to trading or U.S. federal securities laws, in which case the rule, regulation, guideline or requirement of such National Securities Exchange or U.S. federal securities laws shall govern) or (b) in the event that approvals are sought without a meeting, the date by which Partners are requested in writing by the General Partner to give such approvals. If the General Partner does not set a Record Date, then (a) the Record Date for determining the Partners entitled to notice of or to vote at a meeting of the Partners shall be the close of business on the day next preceding the day on which notice is given, and (b) the Record Date for determining the Partners entitled to give approvals without a meeting shall be the date the first written approval is deposited with the Partnership in care of the General Partner in accordance with Section 13.11.

Section 13.7 *Adjournment*. When a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting and a new Record Date need not be fixed, if the time and place thereof are announced at the meeting at which the adjournment is taken, unless such adjournment shall be for more than 45 days. At the adjourned meeting, the Partnership may transact any business which might have been transacted at the original meeting. If the adjournment is for more than 45 days or if a new Record Date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given in accordance with this Article XIII.

Section 13.8 *Waiver of Notice; Approval of Meeting; Approval of Minutes*. The transactions of any meeting of Partners, however called and noticed, and whenever held, shall be as valid as if it had occurred at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy. Attendance of a Partner at a meeting shall constitute a waiver of notice of the meeting, except (i) when the Partner attends the meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened and (ii) that attendance at a meeting is not a waiver of any right to disapprove the consideration of matters required to be included in the notice of the meeting, but not so included, if the disapproval is expressly made at the meeting.

Section 13.9 *Quorum and Voting*. The holders of a majority, by Percentage Interest, of the Partnership Interests of the class or classes for which a meeting has been called (including Partnership Interests deemed owned by the General Partner) represented in person or by proxy shall constitute a quorum at a meeting of Partners of such class or classes unless any such action by the Partners requires approval by holders of a greater Percentage Interest, in which case the quorum shall be such greater Percentage Interest. At any meeting of the Partners duly called and held in accordance with this Agreement at which a quorum is present, the act of Partners holding Partnership Interests that in the aggregate represent a majority of the Percentage Interest of those present in person or by proxy at such meeting shall be deemed to constitute the act of all Partners, unless a greater or different percentage is required with respect to such action under the provisions of this Agreement, in which case the act of the Partners holding Partnership Interests that in the aggregate represent at least such greater or different percentage shall be required; *provided*, however, that if, as a matter of law or amendment to this Agreement, approval by plurality vote of Partners (or any class thereof) is required to approve any action, no minimum quorum shall be required. The Partners present at a duly called or held meeting at which a quorum is present may continue to transact business until adjournment, notwithstanding the withdrawal of enough Partners to leave less than a quorum, if any action taken (other than adjournment) is approved by Partners holding the required Percentage Interest specified in this Agreement. In the absence of a quorum any meeting of Partners may be adjourned from time to time by the affirmative vote of Partners with at least a majority, by Percentage Interest, of the Partnership Interests entitled to vote at such meeting (including Partnership Interests deemed owned by the General Partner) represented either in person or by proxy, but no other business may be transacted, except as provided in Section 13.7.

Section 13.10 *Conduct of a Meeting*. The General Partner shall have full power and authority concerning the manner of conducting any meeting of the Partners or solicitation of approvals in writing, including the determination of Persons entitled to vote, the existence of a quorum, the satisfaction of the requirements of Section 13.4, the conduct of voting, the validity and effect of any proxies and the determination of any controversies, votes or challenges arising in connection with or during the meeting or voting. The General Partner shall designate a Person to serve as chairman of any meeting and shall further designate a Person to take the minutes of any meeting. All minutes shall be kept with the records of the Partnership maintained by the General Partner. The General Partner may make such other regulations consistent with applicable law and this Agreement as it may deem advisable concerning the conduct of any meeting of the Partners or solicitation of approvals in writing, including regulations in regard to the appointment of proxies, the appointment and duties of inspectors of votes and approvals, the

submission and examination of proxies and other evidence of the right to vote, and the revocation of approvals in writing.

Section 13.11 *Action Without a Meeting*. If authorized by the General Partner, any action that may be taken at a meeting of the Partners may be taken without a meeting, without a vote and without prior notice, if an approval in writing setting forth the action so taken is signed by Partners owning Partnership Interests representing not less than the minimum Percentage Interest that would be necessary to authorize or take such action at a meeting at which all the Partners were present and voted (unless such provision conflicts with any rule, regulation, guideline or requirement of any National Securities Exchange on which Partnership Interests are listed or admitted to trading, in which case the rule, regulation, guideline or requirement of such National Securities Exchange shall govern). Prompt notice of the taking of action without a meeting shall be given to the Partners who have not approved in writing. The General Partner may specify that any written ballot submitted to Partners for the purpose of taking any action without a meeting shall be returned to the Partnership within the time period, which shall be not less than 20 days, specified by the General Partner. If a ballot returned to the Partnership does not vote all of the Partnership Interests held by the Partners, the Partnership shall be deemed to have failed to receive a ballot for the Partnership Interests that were not voted. If approval of the taking of any action by the Partners is solicited by any Person other than by or on behalf of the General Partner, the written approvals shall have no force and effect unless and until (a) they are deposited with the Partnership in care of the General Partner and (b) an Opinion of Counsel is delivered to the General Partner to the effect that the exercise of such right and the action proposed to be taken with respect to any particular matter (i) will not cause the Limited Partners to be deemed to be taking part in the management and control of the business and affairs of the Partnership so as to jeopardize the Limited Partners' limited liability, and (ii) is otherwise permissible under the state statutes then governing the rights, duties and liabilities of the Partnership and the Partners. Nothing contained in this Section 13.11 shall be deemed to require the General Partner to solicit all Partners in connection with a matter approved by the requisite percentage of Partnership Interests acting by written consent without a meeting.

Section 13.12 *Right to Vote and Related Matters*.

(a) Only those Record Holders of Partnership Interests on the Record Date set pursuant to Section 13.6 (and also subject to the limitations contained in the definition of "Outstanding") shall be entitled to notice of, and to vote at, a meeting of Partners or to act with respect to matters as to which the Partners have the right to vote or to act. All references in this Agreement to votes of, or other acts that may be taken by, the Partners shall be deemed to be references to the votes or acts of the Record Holders of Partnership Interests.

(b) With respect to Partnership Interests that are held for a Person's account by another Person (such as a broker, dealer, bank, trust company or clearing corporation, or an agent of any of the foregoing), in whose name such Partnership Interests are registered, such other Person shall, in exercising the voting rights in respect of such Partnership Interests on any matter, and unless the arrangement between such Persons provides otherwise, vote such Partnership Interests in favor of, and at the direction of, the Person who is the beneficial owner, and the Partnership shall be entitled to assume it is so acting without further inquiry. The

provisions of this Section 13.12(b) (as well as all other provisions of this Agreement) are subject to the provisions of Section 4.3.

ARTICLE XIV
MERGER

Section 14.1 *Authority*. The Partnership may merge or consolidate with or into one or more corporations, limited liability companies, business trusts or associations, real estate investment trusts, common law trusts or unincorporated businesses, including a general partnership or limited partnership, formed under the laws of the State of Delaware or any other state of the United States of America, pursuant to a written agreement of merger or consolidation ("Merger Agreement") in accordance with this Article XIV.

Section 14.2 *Procedure for Merger or Consolidation*.

(a) Merger or consolidation of the Partnership pursuant to this Article XIV requires the prior consent of the General Partner, provided, however, that, to the fullest extent permitted by law, the General Partner shall have no duty or obligation to consent to any merger or consolidation of the Partnership and may decline to do so free of any fiduciary duty or obligation whatsoever to the Partnership or any Partner and, in declining to consent to a merger or consolidation, shall not be required to act in good faith or pursuant to any other standard imposed by this Agreement, any Group Member Agreement, any other agreement contemplated hereby or under the Delaware Act or any other law, rule or regulation or at equity.

(b) If the General Partner shall determine to consent to the merger or consolidation, the General Partner shall approve the Merger Agreement, which shall set forth:

(i) the names and jurisdictions of formation or organization of each of the business entities proposing to merge or consolidate;

(ii) the name and jurisdiction of formation or organization of the business entity that is to survive the proposed merger or consolidation (the "Surviving Business Entity");

(iii) the terms and conditions of the proposed merger or consolidation;

(iv) the manner and basis of exchanging or converting the equity interests of each constituent business entity for, or into, cash, property or general or limited partner interests, rights, securities or obligations of the Surviving Business Entity; and (i) if any general or limited partner interests, securities or rights of any constituent business entity are not to be exchanged or converted solely for, or into, cash, property or general or limited partner interests, rights, securities or obligations of the Surviving Business Entity, the cash, property or general or limited partner interests, rights, securities or obligations of any limited partnership, corporation, trust or other entity (other than the Surviving Business Entity) which the holders of such general or limited partner interests, securities or rights are to receive in exchange for, or upon conversion of their general or

limited partner interests, securities or rights, and (ii) in the case of equity interests represented by certificates, upon the surrender of such certificates, which cash, property or general or limited partner interests, rights, securities or obligations of the Surviving Business Entity or any general or limited partnership, corporation, trust or other entity (other than the Surviving Business Entity), or evidences thereof, are to be delivered;

(v) a statement of any changes in the constituent documents or the adoption of new constituent documents (the articles or certificate of incorporation, articles of trust, declaration of trust, certificate or agreement of limited partnership or other similar charter or governing document) of the Surviving Business Entity to be effected by such merger or consolidation;

(vi) the effective time of the merger, which may be the date of the filing of the certificate of merger pursuant to Section 14.4 or a later date specified in or determinable in accordance with the Merger Agreement (provided, that if the effective time of the merger is to be later than the date of the filing of the certificate of merger, the effective time shall be fixed no later than the time of the filing of the certificate of merger and stated therein); and

(vii) such other provisions with respect to the proposed merger or consolidation that the General Partner determines to be necessary or appropriate.

Section 14.3 *Approval by Partners of Merger or Consolidation*.

(a) Except as provided in Sections 14.3(d) or 14.3(e), the General Partner, upon its approval of the Merger Agreement, shall direct that the Merger Agreement be submitted to a vote of Partners, whether at a special meeting or by written consent, in either case in accordance with the requirements of Article XIII. A copy or a summary of the Merger Agreement shall be included in or enclosed with the notice of a special meeting or the written consent.

(b) Except as provided in Sections 14.3(d) or 14.3(e), the Merger Agreement shall be approved upon receiving the affirmative vote or consent of a Unit Majority unless the Merger Agreement contains any provision that, if contained in an amendment to this Agreement, the provisions of this Agreement or the Delaware Act would require for its approval the vote or consent of Partners holding a greater Percentage Interest or the vote or consent of a specified percentage of any class of Partners, in which case such greater Percentage Interest or percentage vote or consent shall be required for approval of the Merger Agreement.

(c) Except as provided in Sections 14.3(d) and 14.3(e), after such approval by vote or consent of the Partners, and at any time prior to the filing of the certificate of merger pursuant to Section 14.4, the merger or consolidation may be abandoned pursuant to provisions therefor, if any, set forth in the Merger Agreement.

(d) Notwithstanding anything else contained in this Article XIV or in this Agreement, the General Partner is permitted, without Partner approval, to convert the Partnership or any Group Member into a new limited liability entity, to merge the Partnership or any Group Member into, or convey all of the Partnership's assets to, another limited liability entity that shall be newly formed and shall have no assets, liabilities or operations at the time of such conversion, merger or conveyance other than those it receives from the Partnership or other Group Member if (i) the General Partner has received an Opinion of Counsel that the conversion, merger or

conveyance, as the case may be, would not result in the loss of the limited liability of any Limited Partner or any Group Member under the Delaware Act or cause the Partnership or any Group Member to be treated as an association taxable as a corporation or otherwise to be taxed as an entity for U.S. federal income tax purposes (to the extent not already treated as such), (ii) the sole purpose of such conversion, merger or conveyance is to effect a mere change in the legal form of the Partnership into another limited liability entity and (iii) the governing instruments of the new entity provide the Partners with the same rights and obligations as are herein contained.

(e) Additionally, notwithstanding anything else contained in this Article XIV or in this Agreement, the General Partner is permitted, without Partner approval, to merge or consolidate the Partnership with or into another entity if (A) the General Partner has received an Opinion of Counsel that the merger or consolidation, as the case may be, would not result in the loss of the limited liability under the Delaware Act of any Limited Partner or cause the Partnership to be treated as an association taxable as a corporation or otherwise to be taxed as an entity for U.S. federal income tax purposes (to the extent not already treated as such), (B) the merger or consolidation would not result in an amendment to this Agreement, other than any amendments that could be adopted pursuant to Section 13.1, (C) the Partnership is the Surviving Business Entity in such merger or consolidation, (D) each Partnership Interest outstanding immediately prior to the effective date of the merger or consolidation is to be an identical Partnership Interest of the Partnership after the effective date of the merger or consolidation, and (E) the number of Partnership Interests to be issued by the Partnership in such merger or consolidation does not exceed 20% of the Partnership Interests Outstanding immediately prior to the effective date of such merger or consolidation.

Section 14.4 *Certificate of Merger*. Upon the required approval by the General Partner and the Partners of a Merger Agreement, a certificate of merger shall be executed and filed with the Secretary of State of the State of Delaware in conformity with the requirements of the Delaware Act.

Section 14.5 *Amendment of Partnership Agreement*. Pursuant to Section 17-211(g) of the Delaware Act, an agreement of merger or consolidation approved in accordance with this Article XIV may (a) effect any amendment to this Agreement or (b) effect the adoption of a new partnership agreement for the Partnership if it is the Surviving Business Entity. Any such amendment or adoption made pursuant to this Section 14.5 shall be effective at the effective time or date of the merger or consolidation.

Section 14.6 *Effect of Merger*.

(a) At the effective time of the certificate of merger:

(i) all of the rights, privileges and powers of each of the business entities that has merged or consolidated, and all property, real, personal and mixed, and all debts due to any of those business entities and all other things and causes of action belonging to each of those business entities, shall be vested in the Surviving Business Entity and after the merger or consolidation shall be the property of the Surviving Business Entity to the extent they were of each constituent business entity;

(ii) the title to any real property vested by deed or otherwise in any of those constituent business entities shall not revert and is not in any way impaired because of the merger or consolidation;

(iii) all rights of creditors and all liens on or security interests in property of any of those constituent business entities shall be preserved unimpaired; and

(iv) all debts, liabilities and duties of those constituent business entities shall attach to the Surviving Business Entity and may be enforced against it to the same extent as if the debts, liabilities and duties had been incurred or contracted by it.

(b) A merger or consolidation effected pursuant to this Article shall not be deemed to result in a transfer or assignment of assets or liabilities from one entity to another.

ARTICLE XV
RIGHT TO ACQUIRE LIMITED PARTNER INTERESTS

Section 15.1 *Right to Acquire Limited Partner Interests*.

(a) Notwithstanding any other provision of this Agreement, if at any time the General Partner and its Affiliates hold more than 80% of the total Limited Partner Interests of any class then Outstanding, the General Partner shall then have the right, which right it may assign and transfer in whole or in part to the Partnership or any Affiliate of the General Partner, exercisable in its sole discretion, to purchase all, but not less than all, of such Limited Partner Interests of such class then Outstanding held by Persons other than the General Partner and its Affiliates, at the greater of (x) the Current Market Price as of the date three days prior to the date that the notice described in Section 15.1(b) is mailed and (y) the highest price paid by the General Partner or any of its Affiliates for any such Limited Partner Interest of such class purchased during the 90-day period preceding the date that the notice described in Section 15.1(b) is mailed.

(b) If the General Partner, any Affiliate of the General Partner or the Partnership elects to exercise the right to purchase Limited Partner Interests granted pursuant to Section 15.1(a), the General Partner shall deliver to the Transfer Agent notice of such election to purchase (the "Notice of Election to Purchase") and shall cause the Transfer Agent to mail a copy of such Notice of Election to Purchase to the Record Holders of Limited Partner Interests of such class (as of a Record Date selected by the General Partner) at least 10, but not more than 60, days prior to the Purchase Date. Such Notice of Election to Purchase shall also be published for a period of at least three consecutive days in at least two daily newspapers of general circulation printed in the English language and circulated in the Borough of Manhattan, New York. The Notice of Election to Purchase shall specify the Purchase Date and the price (determined in accordance with Section 15.1(a)) at which Limited Partner Interests will be purchased and state that the General Partner, its Affiliate or the Partnership, as the case may be, elects to purchase such Limited Partner

Interests, upon surrender of Certificates representing such Limited Partner Interests in exchange for payment (in the case of Limited Partner Interests evidenced by Certificates), at such office or offices of the Transfer Agent as the Transfer Agent may specify, or as may be required by any National Securities Exchange on which such Limited Partner Interests are listed or admitted to trading. Any such Notice of Election to Purchase mailed to a Record Holder of Limited Partner Interests at his address as reflected in the records of the Transfer Agent shall be conclusively presumed to have been given regardless of whether the owner receives such notice. On or prior to the Purchase Date, the General Partner, its Affiliate or the Partnership, as the case may be, shall deposit with the Transfer Agent cash in an amount sufficient to pay the aggregate purchase price of all of such Limited Partner Interests to be purchased in accordance with this Section 15.1. If the Notice of Election to Purchase shall have been duly given as aforesaid at least 10 days prior to the Purchase Date, and if on or prior to the Purchase Date the deposit described in the preceding sentence has been made for the benefit of the holders of Limited Partner Interests subject to purchase as provided herein, then from and after the Purchase Date, notwithstanding that any Certificate shall not have been surrendered for purchase, all rights of the holders of such Limited Partner Interests (including any rights pursuant to Articles IV, V, VI, and XII) shall thereupon cease, except the right to receive the purchase price (determined in accordance with Section 15.1(a)) for Limited Partner Interests therefor, without interest, upon surrender to the Transfer Agent of the Certificates representing such Limited Partner Interests (in the case of Limited Partner Interests evidenced by Certificates), and such Limited Partner Interests shall thereupon be deemed to be transferred to the General Partner, its Affiliate or the Partnership, as the case may be, on the record books of the Transfer Agent and the Partnership, and the General Partner or any Affiliate of the General Partner, or the Partnership, as the case may be, shall be deemed to be the owner of all such Limited Partner Interests from and after the Purchase Date and shall have all rights as the owner of such Limited Partner Interests (including all rights as owner of such Limited Partner Interests pursuant to Articles IV, V, VI, and XII).

ARTICLE XVI
GENERAL PROVISIONS

Section 16.1 *Addresses and Notices*. Any notice, demand, request, report or proxy materials required or permitted to be given or made to a Partner under this Agreement shall be in writing and shall be deemed given or made when delivered in person or when sent by first class United States mail or by other means of written communication to the Partner at the address described below.

Any notice, payment or report to be given or made to a Partner hereunder shall be deemed conclusively to have been given or made, and the obligation to give such notice or report or to make such payment shall be deemed conclusively to have been fully satisfied, upon sending of such notice, payment or report to the Record Holder of such Partnership Interests at his address as shown on the records of the Transfer Agent or as otherwise shown on the records of the Partnership, regardless of any claim of any Person who may have an interest in such Partnership Interests by reason of any assignment or otherwise.

Notwithstanding the foregoing, if (i) a Partner shall consent to receiving notices, demands, requests, reports or proxy materials via electronic mail or by the Internet or (ii) the rules of the Commission shall permit any report or proxy materials to be delivered electronically or made available via the Internet, any such notice, demand, request, report or proxy materials shall be deemed given or made when delivered or made available via such mode of delivery.

An affidavit or certificate of making of any notice, payment or report in accordance with the provisions of this Section 16.1 executed by the General Partner, the Transfer Agent or the mailing organization shall be prima facie evidence of the giving or making of such notice, payment or report. If any notice, payment or report given or made in accordance with the provisions of this Section 16.1 is returned marked to indicate that such notice, payment or report was unable to be delivered, such notice, payment or report and, in the case of notices, payments or reports returned by the United States Postal Service (or other physical mail delivery mail service outside the United States of America), any subsequent notices, payments and reports shall be deemed to have been duly given or made without further mailing (until such time as such Record Holder or another Person notifies the Transfer Agent or the Partnership of a change in his address) or other delivery if they are available for the Partner at the principal office of the Partnership for a period of one year from the date of the giving or making of such notice, payment or report to the other Partners. Any notice to the Partnership shall be deemed given if received by the General Partner at the principal office of the Partnership designated pursuant to Section 2.3. The General Partner may rely and shall be protected in relying on any notice or other document from a Partner or other Person if believed by it to be genuine.

The terms “in writing,” “written communications,” “written notice” and words of similar import shall be deemed satisfied under this Agreement by use of e-mail and other forms of electronic communication.

Section 16.2 *Further Action*. The parties shall execute and deliver all documents, provide all information and take or refrain from taking action as may be necessary or appropriate to achieve the purposes of this Agreement.

Section 16.3 *Binding Effect*. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors, legal representatives and permitted assigns.

Section 16.4 *Integration*. This Agreement constitutes the entire agreement among the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto.

Section 16.5 *Creditors*. None of the provisions of this Agreement shall be for the benefit of, or shall be enforceable by, any creditor of the Partnership.

Section 16.6 *Waiver*. No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute waiver of any such breach of any other covenant, duty, agreement or condition.

Section 16.7 *Counterparts*. This Agreement may be executed in counterparts, all of which together shall constitute an agreement binding on all the parties hereto, notwithstanding that all such parties are not signatories to the original or the same counterpart. Each party shall become bound by this Agreement immediately upon affixing its signature hereto or, in the case of a Person acquiring a Partnership Interest, pursuant to Section 10.1(a) without execution hereof.

Section 16.8 *Applicable Law; Forum, Venue and Jurisdiction*.

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

(b) Each of the Partners and each Person holding any beneficial interest in the Partnership (whether through a broker, dealer, bank, trust company or clearing corporation or an agent of any of the foregoing or otherwise):

(i) irrevocably agrees that any claims, suits, actions or proceedings (A) arising out of or relating in any way to this Agreement (including any claims, suits or actions to interpret, apply or enforce the provisions of this Agreement or the duties, obligations or liabilities among Partners or of Partners to the Partnership, or the rights or powers of, or restrictions on, the Partners or the Partnership), (B) brought in a derivative manner on behalf of the Partnership, (C) asserting a claim of breach of a fiduciary duty owed by any director, officer, or other employee of the Partnership or the General Partner, or owed by the General Partner, to the Partnership or the Partners, (D) asserting a claim arising pursuant to any provision of the Delaware Act or (E) asserting a claim governed by the internal affairs doctrine shall be exclusively brought in the Court of Chancery of the State of Delaware, in each case regardless of whether such claims, suits, actions or proceedings sound in contract, tort, fraud or otherwise, are based on common law, statutory, equitable, legal or other grounds, or are derivative or direct claims;

(ii) irrevocably submits to the exclusive jurisdiction of the Court of Chancery of the State of Delaware in connection with any such claim, suit, action or proceeding; and

(iii) agrees not to, and waives any right to, assert in any such claim, suit, action or proceeding that (A) it is not personally subject to the jurisdiction of the Court of Chancery of the State of Delaware or of any other court to which proceedings in the Court of Chancery of the State of Delaware may be appealed, (B) such claim, suit, action or proceeding is brought in an inconvenient forum, or (C) the venue of such claim, suit, action or proceeding is improper, (iv) expressly waives any requirement for the posting of a bond by a party bringing such claim, suit, action or proceeding, and (v) consents to process being served in any such claim, suit, action or proceeding by mailing, certified mail, return receipt requested, a copy thereof to such party at the address in effect for notices hereunder, and agrees that such services shall constitute good and sufficient service of process and notice thereof; provided, nothing in clause (v) hereof shall affect or limit any right to serve process in any other manner permitted by law.

Section 16.9 *Invalidity of Provisions*. If any provision or part of a provision of this Agreement is or becomes, for any reason, invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions and part thereof contained herein shall not be affected thereby, and this Agreement shall, to the fullest extent permitted by law, be reformed and construed as if such invalid, illegal or unenforceable provision, or part of a provision, had never been contained herein, and such provision or part reformed so that it would be valid, legal and enforceable to the maximum extent possible.

Section 16.10 *Consent of Partners*. Each Partner hereby expressly consents and agrees that, whenever in this Agreement it is specified that an action may be taken upon the affirmative vote or consent of less than all of the Partners, such action may be so taken upon the concurrence of less than all of the Partners and each Partner shall be bound by the results of such action.

Section 16.11 *Facsimile Signatures*. The use of facsimile signatures affixed in the name and on behalf of the transfer agent and registrar of the Partnership on Certificates representing Units is expressly permitted by this Agreement.

Section 16.12 *Third Party Beneficiaries*. Each Partner agrees that (a) any Indemnitee shall be entitled to assert rights and remedies hereunder as a third-party beneficiary hereto with respect to those provisions of this Agreement affording a right, benefit or privilege to such Indemnitee, (b) any Unrestricted Person shall be entitled to assert rights and remedies hereunder as a third-party beneficiary hereto with respect to those provisions of this Agreement affording a right, benefit or privilege to such Unrestricted Person and (c) Goldman, Sachs & Co., Kelso & Company, L.P. and their respective Affiliates and successors and assigns shall be entitled to assert rights and remedies hereunder as a third-party beneficiary hereto with respect to Section 7.5(g).

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.**]**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

GENERAL PARTNER:

CVR GP, LLC

By: /s/ Edward Morgan
Name: Edward A. Morgan
Title: Chief Financial Officer and Treasurer

LIMITED PARTNER:

COFFEYVILLE RESOURCES, LLC

By: /s/ Edward Morgan
Name: Edward A. Morgan
Title: Chief Financial Officer and Treasurer

EXHIBIT A
to the Second Amended and Restated
Agreement of Limited Partnership of
CVR Partners, LP

Certificate Evidencing Common Units
Representing Limited Partner Interests in
CVR Partners, LP

No. _____ _____ Common Units

In accordance with Section 4.1 of the Second Amended and Restated Agreement of Limited Partnership of CVR Partners, LP, as amended, supplemented or restated from time to time (the "***Partnership Agreement***"), CVR Partners, LP, a Delaware limited partnership (the "***Partnership***"), hereby certifies that _____ (the "***Holder***") is the registered owner of _____ Common Units representing limited partner interests in the Partnership (the "***Common Units***") transferable on the books of the Partnership, in person or by duly authorized attorney, upon surrender of this Certificate properly endorsed. The rights, preferences and limitations of the Common Units are set forth in, and this Certificate and the Common Units represented hereby are issued and shall in all respects be subject to the terms and provisions of, the Partnership Agreement. Copies of the Partnership Agreement are on file at, and will be furnished without charge on delivery of written request to the Partnership at, the principal office of the Partnership located at 2277 Plaza Drive, Suite 500, Sugar Land, Texas 77479. Capitalized terms used herein but not defined shall have the meanings given them in the Partnership Agreement.

THE HOLDER OF THIS SECURITY ACKNOWLEDGES FOR THE BENEFIT OF CVR PARTNERS, LP THAT THIS SECURITY MAY NOT BE SOLD, OFFERED, RESOLD, PLEDGED OR OTHERWISE TRANSFERRED IF SUCH TRANSFER WOULD (A) VIOLATE THE THEN APPLICABLE FEDERAL OR STATE SECURITIES LAWS OR RULES AND REGULATIONS OF THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR ANY OTHER GOVERNMENTAL AUTHORITY WITH JURISDICTION OVER SUCH TRANSFER, (B) TERMINATE THE EXISTENCE OR QUALIFICATION OF CVR PARTNERS, LP UNDER THE LAWS OF THE STATE OF DELAWARE, OR (C) CAUSE CVR PARTNERS, LP TO BE TREATED AS AN ASSOCIATION TAXABLE AS A CORPORATION OR OTHERWISE TO BE TAXED AS AN ENTITY FOR U.S. FEDERAL INCOME TAX PURPOSES (TO THE EXTENT NOT ALREADY SO TREATED OR TAXED). CVR GP LLC, THE GENERAL PARTNER OF CVR PARTNERS, LP, MAY IMPOSE ADDITIONAL RESTRICTIONS ON THE TRANSFER OF THIS SECURITY IF IT RECEIVES AN OPINION OF COUNSEL THAT SUCH RESTRICTIONS ARE NECESSARY TO AVOID A SIGNIFICANT RISK OF CVR PARTNERS, LP BECOMING TAXABLE AS A CORPORATION OR OTHERWISE BECOMING TAXABLE AS AN ENTITY FOR U.S. FEDERAL INCOME TAX PURPOSES. THE RESTRICTIONS SET FORTH ABOVE SHALL NOT PRECLUDE THE SETTLEMENT OF ANY TRANSACTIONS INVOLVING THIS SECURITY ENTERED INTO THROUGH THE FACILITIES OF ANY NATIONAL SECURITIES EXCHANGE ON WHICH THIS SECURITY IS LISTED OR ADMITTED TO TRADING.

The Holder, by accepting this Certificate, is deemed to have (i) requested admission as, and agreed to become, a Limited Partner and to have agreed to comply with and be bound by and to have executed the Partnership Agreement, (ii) represented and warranted that the Holder has all right, power and authority and, if an individual, the capacity necessary to enter into the Partnership Agreement and (iii) made the waivers and given the consents and approvals contained in the Partnership Agreement.

This Certificate shall not be valid for any purpose unless it has been countersigned and registered by the Transfer Agent and Registrar. This Certificate shall be governed by and construed in accordance with the laws of the State of Delaware.

Dated: _____

CVR Partners, LP

Countersigned and Registered by:

By: CVR GP LLC

[Transfer Agent],
As Transfer Agent and Registrar

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

[Reverse of Certificate**]**

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this Certificate, shall be construed as follows according to applicable laws or regulations:

TEN COM — as tenants in common	UNIF GIFT/TRANSFERS MIN ACT
TEN ENT — as tenants by the entireties	_____ Custodian _____
JT TEN — as joint tenants with right of survivorship and not as tenants in common	(Cust) (Minor) Under Uniform Gifts/Transfers to CD Minors Act (State)

Additional abbreviations, though not in the above list, may also be used.

ASSIGNMENT OF COMMON UNITS OF
CVR PARTNERS, LP

FOR VALUE RECEIVED, _____ hereby assigns, conveys, sells and transfers unto

_____ _____
(Please print or typewrite name and address of assignee) (Please insert Social Security or other identifying number of assignee)

_____ Common Units representing limited partner interests evidenced by this Certificate, subject to the Partnership Agreement, and does hereby irrevocably constitute and appoint _____ as its attorney-in-fact with full power of substitution to transfer the same on the books of CVR Partners, LP

Date: _____

NOTE: The signature to any endorsement hereon must correspond with the name as written upon the face of this Certificate in every particular. without alteration, enlargement or change.

_____
(Signature)

THE SIGNATURE(S) MUST BE GUARANTEED BY AN ELIGIBLE GUARANTOR INSTITUTION (BANKS, STOCKBROKERS, SAVINGS AND LOAN ASSOCIATIONS AND CREDIT UNIONS WITH MEMBERSHIP IN AN APPROVED SIGNATURE GUARANTEE MEDALLION PROGRAM), PURSUANT TO S.E.C. RULE 17Ad-15

_____
(Signature)

_____

No transfer of the Common Units evidenced hereby will be registered on the books of the Partnership, unless the Certificate evidencing the Common Units to be transferred is surrendered for registration or transfer.

Exhibit 10.8

EXECUTION VERSION

CREDIT AND GUARANTY AGREEMENT

dated as of April 13, 2011,

among

COFFEYVILLE RESOURCES NITROGEN FERTILIZERS, LLC,
as Borrower,

CVR PARTNERS, LP AND CERTAIN OF ITS SUBSIDIARIES,
as Guarantors,

THE LENDERS PARTY HERETO

and

GOLDMAN SACHS LENDING PARTNERS LLC,
as Administrative Agent and Collateral Agent

GOLDMAN SACHS LENDING PARTNERS LLC,
RBS SECURITIES INC.,
and
FIFTH THIRD BANK,
as Joint Lead Arrangers and Joint Lead Bookrunners

THE ROYAL BANK OF SCOTLAND PLC
and
FIFTH THIRD BANK,
as Co-Syndication Agents

$150,000,000 Senior Secured Credit Facilities

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SCHEDULES:

EXHIBITS:

CREDIT AND GUARANTY AGREEMENT dated as of April 13, 2011, among **COFFEYVILLE RESOURCES NITROGEN FERTILIZERS, LLC**, a Delaware limited liability company (the "**Borrower**"), **CVR PARTNERS, LP**, a Delaware limited partnership ("**Holdings**"), **CERTAIN SUBSIDIARIES OF HOLDINGS** party hereto, as Guarantor Subsidiaries, the **LENDERS** party hereto and **GOLDMAN SACHS LENDING PARTNERS LLC** ("**GSLP**"), as Administrative Agent and Collateral Agent.

RECITALS:

WHEREAS capitalized terms used in these recitals shall have the meanings set forth for such terms in Section 1.1;

WHEREAS the Lenders have agreed to extend credit facilities to the Borrower in an aggregate principal amount of $150,000,000, consisting of Tranche B Term Loans in an aggregate principal amount of $125,000,000 and Revolving Commitments in an aggregate initial amount of $25,000,000;

WHEREAS the Borrower has agreed to secure the Obligations by granting to the Collateral Agent, for the benefit of the Secured Parties, a Lien on substantially all of its assets; and

WHEREAS the Guarantors have agreed to Guarantee the Obligations and to secure the Obligations by granting to the Collateral Agent, for the benefit of the Secured Parties, a Lien on substantially all of their assets.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the parties hereto agree as follows:

SECTION 1. DEFINITIONS AND INTERPRETATION

1.1. Definitions. The following terms used herein, including in the preamble, recitals, exhibits and schedules hereto, shall have the following meanings:

"**Accepting Lender**" as defined in Section 2.24(a).

"**Acquisition Consideration**" means, with respect to any acquisition, the purchase consideration for such acquisition and all other payments by Holdings or any Subsidiary to the transferor, or any Affiliates thereof, in exchange for, or as part of, or in connection with, such acquisition, whether paid in Cash or by exchange of Equity Interests or of other properties and whether payable at or prior to the consummation of such acquisition or deferred for payment at any future time, whether or not any such future payment is subject to the occurrence of any contingency, and including any and all payments representing any assumptions of Indebtedness, "earn-outs" and other agreements to make any payment the amount of which is, or the terms of payment of which are, in any respect subject to or contingent upon the revenues, income, cash flow or profits (or the like) of the Persons or assets acquired.

"**Adjusted Eurodollar Rate**" means, for any Interest Rate Determination Date with respect to an Interest Period for a Eurodollar Rate Loan, the rate per annum obtained by dividing (and rounding upwards, if necessary, to the next 1/100 of 1%) (a) (i) the rate per annum equal to the rate determined by the Administrative Agent to be the offered rate that appears on the page of the Reuters Screen that displays an average British Bankers Association Interest Settlement Rate (such page currently being LIBOR01 page) for deposits (for delivery on the first day of such Interest Period) with a term equivalent to such Interest Period in Dollars, determined as of approximately 11:00 a.m. (London, England time) on such Interest Rate Determination Date, or (ii) in the event the rate referenced in the preceding clause (i) does not appear on such page or if the Reuters Screen shall cease to be available, the rate per annum equal to the rate determined by the Administrative Agent to be the offered rate on such other page or other service that displays an average British Bankers Association Interest Settlement Rate for deposits (for delivery on the first day of such Interest Period) with a term equivalent to such Interest Period in Dollars, determined as of approximately 11:00 a.m. (London, England time) on such Interest Rate Determination Date, or (iii) in the event the rates referenced in the preceding clauses (i) and (ii) are not available, the rate per annum equal to the offered quotation rate to first class banks in the London interbank market by JPMorgan Chase Bank, N.A. for deposits (for delivery on the first day of such Interest Period) in Dollars in same day funds of $5,000,000 with maturities comparable to such Interest Period as of approximately 11:00 a.m. (London, England time) on such Interest Rate Determination Date, by (b) an amount equal to (i) one minus (ii) the Applicable Reserve Requirement.

"**Administrative Agent**" means GSLP, in its capacity as administrative agent for the Lenders hereunder and under the other Credit Documents, and its successors in such capacity as provided in Section 9.

"**Adverse Proceeding**" means any action, suit, proceeding, hearing or investigation, in each case whether administrative, judicial or otherwise, by or before any Governmental Authority or any arbitrator, that is pending or, to the knowledge of Holdings or any Subsidiary, threatened against or affecting Holdings or any Subsidiary or any property of Holdings or any Subsidiary.

"**Affected Lender**" as defined in Section 2.17(b).

"**Affected Loans**" as defined in Section 2.17(b).

"**Affiliate**" means, with respect to any Person, any other Person directly or indirectly Controlling, Controlled by or under common Control with the Person specified; provided that for purposes of Section 6.10, the term "Affiliate" also means any Person that is a director or an executive officer of the Person specified, any Person that directly or indirectly beneficially owns Equity Interests in the Person specified representing 10% or more of the aggregate ordinary voting power represented by the issued and outstanding Equity Interests in the Person specified and any Person that would be an Affiliate of any such beneficial owner pursuant to this definition (but without giving effect to this proviso). For purposes hereof and the other Credit Documents, none of Goldman Sachs & Co., any of its Subsidiaries or any of its other Controlled Affiliates (other than CVR Energy and its Subsidiaries) shall be deemed to be an Affiliate of Holdings or any of its Subsidiaries.

"**Affiliated Lender**" means any Lender that is a CVR Energy Entity.

"**Affiliated Lender Limitation**" means the requirement that the aggregate amount of the Tranche B Term Loan Exposure and Incremental Term Loan Exposure of all the Affiliated Lenders shall not at any time exceed $10,000,000.

"**Agent**" means each of (a) the Administrative Agent, (b) the Collateral Agent, (c) the Syndication Agents and (d) any other Person appointed under the Credit Documents to serve in an agent or similar capacity.

"**Aggregate Amounts Due**" as defined in Section 2.16.

"**Aggregate Payments**" as defined in Section 7.2(b).

"**Agreement**" means this Credit and Guaranty Agreement dated as of April 13, 2011.

"**Applicable Discount**" as defined in Section 2.12(c)(iii).

"**Applicable Margin**" means, for any day, (a) with respect to any Base Rate Loan or Eurodollar Rate Loan that is a Revolving Loan or a Tranche B Term Loan, the applicable rate per annum set forth below under the caption "Applicable Margin for Base Rate Loans" or "Applicable Margin for Eurodollar Rate Loans", as the case may be, based upon the Leverage Ratio as of the end of the Fiscal Quarter for which consolidated financial statements have theretofore been most recently delivered pursuant to Section 5.1(a) or 5.1(b), provided that, until the date of delivery of the consolidated financial statements pursuant to Section 5.1(a) as of and for the first Fiscal Quarter that shall have ended after the Closing Date, the Applicable Margin shall be based on the rates per annum as if the Leverage Ratio then in effect were 1.99:1.00, and (b) with respect to Incremental Term Loans of any Series, the rate per annum specified in the Incremental Facility Agreement establishing Incremental Term Loan Commitments of such Series.

Leverage Ratio	Applicable Margin for Base Rate Loans	Applicable Margin for Eurodollar Rate Loans
> 3.00:1.00	3.25%	4.25%
< 3.00:1.00 > 2.00:1.00	3.00%	4.00%
< 2.00:1.00 > 1.00:1.00	2.75%	3.75%
< 1.00:1.00	2.50%	3.50%

No change in the Applicable Margin shall be effective until three Business Days after the date on which the Administrative Agent shall have received the applicable financial statements pursuant to Section 5.1(a) or 5.1(b) and the related Compliance Certificate pursuant to Section 5.1(c) calculating the Leverage Ratio. Notwithstanding the foregoing, the Applicable Margin shall be determined as if the Leverage Ratio were in excess of 3.00:1.00 (i) at any time that an Event of

Default has occurred and is continuing or (ii) if Holdings and the Borrower have not delivered to the Administrative Agent the applicable information as and when required pursuant to Section 5.1(a), 5.1(b) or 5.1(c), during the period commencing on and including the day of the occurrence of a Default resulting therefrom until the delivery thereof. In the event that any financial statements or Compliance Certificate delivered pursuant to Section 5.1 shall prove (at a time when this Agreement is in effect and any Loans are outstanding) to have been inaccurate, and such inaccuracy, if corrected, would have resulted in the application of a higher Applicable Margin for any period than the Applicable Margin applied for such period, then (A) Holdings and the Borrower shall promptly deliver to the Administrative Agent a corrected Compliance Certificate for such period and (B) the Borrower shall pay to the Administrative Agent, for distribution to the Lenders of any Class, as additional interest compensation, an amount equal to the accrued interest that should have been paid on Loans of such Class during such period but was not paid as a result of such inaccuracy. Nothing in this paragraph shall limit the right of the Administrative Agent or any Lender under Section 2.9 or 8.

"**Applicable Reserve Requirement**" means, at any time, for any Eurodollar Rate Loan, the maximum rate, expressed as a decimal, at which reserves (including any basic, marginal, special, supplemental, emergency or other reserves) are required to be maintained by member banks with respect thereto against "Eurocurrency liabilities" (as such term is defined in Regulation D) under regulations issued from time to time by the Board of Governors or other applicable banking regulator. Without limiting the effect of the foregoing, the Applicable Reserve Requirement shall reflect any other reserves required to be maintained by such member banks with respect to (a) any category of liabilities that includes deposits by reference to which the applicable Adjusted Eurodollar Rate or any other interest rate of a Loan is to be determined or (b) any category of extensions of credit or other assets that includes Eurodollar Rate Loans. A Eurodollar Rate Loan shall be deemed to constitute Eurocurrency liabilities and as such shall be deemed subject to reserve requirements without benefit of credit for proration, exceptions or offsets that may be available from time to time to the applicable Lender. The rate of interest on Eurodollar Rate Loans shall be adjusted automatically on and as of the effective date of any change in the Applicable Reserve Requirement.

"**Approved Electronic Communications**" means any notice, demand, communication, information, document or other material that any Credit Party provides to the Administrative Agent pursuant to any Credit Document or the transactions contemplated therein that is distributed to the Agents, the Lenders or any Issuing Bank by means of electronic communications pursuant to Section 10.1(b).

"**Arrangers**" means GSLP, RBS Securities Inc. and Fifth Third Bank, each in its capacity as joint lead arranger and joint bookrunner for the credit facilities provided herein.

"**Asset Sale**" means any sale, transfer, lease or other disposition of assets made in reliance on Section 6.8(a)(ix), other than any such disposition (or series of related dispositions) resulting in aggregate Net Proceeds not exceeding $4,000,000 during any Fiscal Year (it being understood that any Insurance Event shall not be deemed to be an Asset Sale for purposes hereof).

"**Assignment Agreement**" means an Assignment and Assumption Agreement substantially in the form of Exhibit A, with such amendments or modifications thereto as may be approved by the Administrative Agent.

"**Assignment Effective Date**" as defined in Section 10.6(b).

"**Auction**" as defined in Section 2.12(c)(i).

"**Auction Amount**" as defined in Section 2.12(c)(i).

"**Auction Notice**" as defined in Section 2.12(c)(i).

"**Authorized Officer**" means, with respect to any Person, any individual holding the position of chairman of the board (if an officer), chief executive officer, president, vice president (or the equivalent thereof), chief financial officer or treasurer of such Person; provided that, when such term is used in reference to a certificate or other document executed by, or a certification of, an Authorized Officer, the secretary or assistant secretary of such Person shall have delivered an incumbency certificate to the Administrative Agent as to the authority of such individual.

"**Bankruptcy Code**" means Title 11 of the United States Code entitled "Bankruptcy".

"**Base Rate**" means, for any day, the rate per annum equal to the greatest of (a) the Prime Rate in effect on such day, (b) the Federal Funds Effective Rate in effect on such day plus ½ of 1% and (c) the sum of (i) the Adjusted Eurodollar Rate that would be applicable to a Eurodollar Rate Loan with an Interest Period of one month commencing on such day and (ii) the excess of the Applicable Margin with respect to Eurodollar Rate Loans over the Applicable Margin with respect to Base Rate Loans. Any change in the Base Rate due to a change in the Prime Rate, the Federal Funds Effective Rate or the Adjusted Eurodollar Rate shall be effective on the effective day of such change in the Prime Rate, the Federal Funds Effective Rate or the Adjusted Eurodollar Rate, as the case may be.

"**Base Rate Borrowing**" means a Borrowing comprised of Loans that are Base Rate Loans.

"**Base Rate Loan**" means a Loan bearing interest at a rate determined by reference to the Base Rate.

"**Board of Governors**" means the Board of Governors of the United States Federal Reserve System, or any successor thereto.

"**Borrower**" as defined in the preamble hereto.

"**Borrowing**" means Loans of the same Class and Type made, converted or continued on the same date and, in the case of Eurodollar Rate Loans, as to which a single Interest Period is in effect.

"**Business Day**" means any day other than a Saturday, Sunday or a day that is a legal holiday under the laws of the State of New York or on which banking institutions located in such State are authorized or required by law to remain closed; provided that, with respect to all notices, determinations, fundings and payments in connection with the Adjusted Eurodollar Rate or any Eurodollar Rate Loan, such day is also a day for trading by and between banks in Dollar deposits in the London interbank market.

"**Capital Lease Obligations**" of any Person means the obligations of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases on a balance sheet of such Person under GAAP, and the amount of such obligations shall be the capitalized amount thereof determined in conformity with GAAP. For purposes of Section 6.2, a Capital Lease Obligation shall be deemed to be secured by a Lien on the property being leased and such property shall be deemed to be owned by the lessee.

"**Cash**" means money, currency or a credit balance in any demand or Deposit Account.

"**Cash Collateralize**" means, to pledge and deposit with or deliver to the Administrative Agent, for the benefit of one or more of the Issuing Banks or Revolving Lenders, as collateral for Letters of Credit or obligations of Revolving Lenders to fund participations in Letters of Credit, Cash or Deposit Account balances or, if the Administrative Agent and each applicable Issuing Bank shall agree in their sole discretion, other credit support, in each case pursuant to documentation in form and substance satisfactory to the Administrative Agent and each applicable Issuing Bank. "Cash Collateral" shall have a meaning correlative to the foregoing and shall include the proceeds of such cash collateral and other credit support.

"**Cash Equivalents**" means:

(a) securities issued or directly and unconditionally guaranteed or insured by the United States of America (or any agency or instrumentality thereof to the extent the obligations thereof are backed by the full faith and credit of the United States of America), in each case maturing not more than two years from the date of acquisition thereof;

(b) time deposits, demand deposits, money market deposits, certificates of deposit and eurodollar time deposits, in each case maturing within one year from the date of acquisition thereof, bankers' acceptances maturing not more than one year from the date of acquisition thereof and overnight bank deposits, in each case, issued, guaranteed or placed with any commercial bank organized under the laws of the United States of America, any State thereof or the District of Columbia that has a combined capital and surplus and undivided profits in excess of $500,000,000;

(c) repurchase obligations for underlying securities of the types set forth in clauses (a) and (f) of this definition entered into with any bank meeting the qualifications specified in clause (b) above;

(d) commercial paper rated at least P-1 by Moody's or at least A-1 by S&P (or, if at any time neither Moody's nor S&P shall be rating such obligations, an equivalent rating from another rating agency), in each case maturing within two years after the date of acquisition thereof;

(e) marketable short-term money market and similar securities that are rated at least P-2 by Moody's or at least A-2 by S&P, or liquidity funds or other similar money market mutual funds that are rated at least Aaa by Moody's or AAAm by S&P (or, in each case, if at any time neither Moody's nor S&P shall be rating such obligations, an equivalent rating from another rating agency);

(f) securities issued by any State of the United States of America or the District of Columbia, or any political subdivision, taxing authority or public instrumentality thereof, maturing within two years from the date of acquisition thereof and having an investment grade rating from Moody's or S&P;

(g) money market funds (or other investment funds) (i) at least 95% of the assets of which constitute Cash Equivalents of the type described in clauses (a) through (f) of this definition; and

(h) in the case of any Foreign Subsidiary, (i) securities issued or directly and unconditionally guaranteed by the sovereign nation (or any agency thereof to the extent the obligations thereof are backed by the full faith and credit of such sovereign nation) in which such Foreign Subsidiary is organized or is conducting business, in each case maturing not more than one year from the date of acquisition thereof, and (ii) investments of that are analogous to those set forth in clauses (b), (c), (d), (e) and (g) above of non-U.S. obligors, are of comparable credit quality and are customarily used by companies in the jurisdiction in which such Foreign Subsidiary is organized or is conducting business for cash management purposes.

"**Cash Management Service Provider**" means each Secured Party that is a provider of Cash Management Services the obligations arising in respect of which constitute Specified Cash Management Obligations.

"**Cash Management Services**" means (a) treasury management services (including controlled disbursements, zero balance arrangements, cash sweeps, automated clearinghouse transactions, return items, overdrafts, temporary advances, interest and fees and interstate depository network services) provided to Holdings or any Subsidiary and (b) commercial credit card and purchasing card services provided to Holdings or any Subsidiary.

"**CERCLA**" means the Comprehensive Environmental Response, Compensation, and Liability Act.

"**Certificate re Non-Bank Status**" means a certificate substantially in the form of Exhibit B.

"**Change in Tax Law**" means the enactment, promulgation, execution or ratification of, or any change in or amendment to, any law (including the Internal Revenue Code), treaty, regulation or rule (or in the official application or interpretation of any law, treaty,

regulation or rule, including a holding, judgment or order by a court of competent jurisdiction) relating to Tax.

"**Change of Control**" means (a) the acquisition of ownership by any Person other than Holdings of any Equity Interest in the Borrower; (b) at any time following the GP Transfer, the failure by the Permitted Holders to own, beneficially and of record, Equity Interests in the General Partner representing more than 50% of each of the aggregate ordinary voting power (or, if the General Partner shall be a partnership, of the general partner interests) and the aggregate equity value represented by the issued and outstanding Equity Interests in the General Partner; (c) the failure by the General Partner to be the sole general partner of and to own, beneficially and of record, 100% of the general partner interests in Holdings; (d) the failure by the Permitted Holders to own, beneficially and of record, Equity Interests in Holdings representing at least 25% of the aggregate equity value represented by the issued and outstanding Equity Interests in Holdings; (e) the majority of the seats (other than vacant seats) on the board of directors (or similar governing body) of the General Partner cease to be occupied by individuals who either (i) were members of the board of directors of the General Partner on the date hereof or (ii) were appointed by the Permitted Holders; (f) the dissolution or liquidation of Holdings or the occurrence of an "Event of Withdrawal" under and as defined in the Partnership Agreement; or (g) the occurrence of any "change in control" (or similar event, however denominated) with respect to Holdings or the Borrower under and as defined in any agreement or instrument evidencing, governing the rights of the holders of or otherwise relating to any Material Indebtedness of Holdings, the Borrower or any other Subsidiary.

"**Claiming Guarantor**" as defined in Section 7.2(b).

"**Class**" when used in reference to (a) any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are Revolving Loans, Tranche B Term Loans or Incremental Term Loans of any Series, (b) any Commitment, refers to whether such Commitment is a Revolving Commitment, a Tranche B Term Loan Commitment or an Incremental Term Loan Commitment of any Series and (c) any Lender, refers to whether such Lender has a Loan or Commitment of a particular Class.

"**Closing Date**" means the date on which the conditions specified in Section 3.1 have been satisfied (or waived in accordance with Section 10.5).

"**Closing Date Certificate**" means a Closing Date Certificate substantially in the form of Exhibit C.

"**Coffeyville Facility**" means the nitrogen fertilizer manufacturing facility of the Borrower located in Coffeyville, Kansas.

"**Coffeyville Finance**" means Coffeyville Finance, Inc., a Delaware corporation.

"**Coffeyville Resources**" means Coffeyville Resources, LLC, a Delaware limited liability company.

"**Coffeyville Resources Credit Agreement**" means the ABL Credit Agreement dated as of February 22, 2011, among Coffeyville Resources and the other borrowers party

thereto, the guarantors party thereto, the lenders party thereto, Deutsche Bank Trust Company Americas, JPMorgan Chase Bank, N.A. and Wells Fargo Capital Finance, LLC, as co-ABL collateral agents thereunder, and Deutsche Bank Trust Company Americas, as administrative agent and collateral agent thereunder, and certain other parties thereto.

"**Coffeyville Resources Distribution**" means the distribution by Holdings to Coffeyville Resources of (a) all or a portion of the Net Proceeds of the IPO (including an amount equal to approximately $18,400,000 in satisfaction of an obligation of Holdings to reimburse Coffeyville Resources for certain capital expenditures made by it with respect to the business of Holdings and the Subsidiaries prior to October 24, 2007), (b) all or a portion of the proceeds of the Tranche B Term Loans and (c) an amount equal to the aggregate amount of cash and cash equivalents less the aggregate amount of the deferred revenues in respect of prepaid sales, in each case under this clause (c) as would be reflected on the consolidated balance sheet of Holdings and the Subsidiaries, prepared in conformity with GAAP, as of immediately prior to the consummation of the IPO and the funding of the Loans.

"**Coffeyville Resources First Lien Senior Secured Notes Indenture**" means the Indenture dated as of April 6, 2010, among Coffeyville Resources, Coffeyville Finance, the guarantors party thereto and Wells Fargo Bank, National Association, as trustee, pursuant to which the 9% First Lien Senior Secured Notes due 2015 of Coffeyville Resources and Coffeyville Finance were issued.

"**Coffeyville Resources Second Lien Senior Secured Notes Indenture**" means the Indenture dated as of April 6, 2010, among Coffeyville Resources, Coffeyville Finance, the guarantors party thereto and Wells Fargo Bank, National Association, as trustee, pursuant to which the 10 7/8% Second Lien Senior Secured Notes due 2017 of Coffeyville Resources and Coffeyville Finance were issued.

"**Coffeyville Resources Senior Secured Notes Indentures**" means the Coffeyville Resources First Lien Senior Secured Notes Indenture and the Coffeyville Resources Second Lien Senior Secured Notes Indenture.

"**Coke Supply Agreement**" means the Coke Supply Agreement dated as of October 25, 2007, between the Refinery Company and the Borrower.

"**Collateral**" means, collectively, all of the property (including Equity Interests) on which Liens are purported to be granted pursuant to the Collateral Documents as security for the Obligations.

"**Collateral Agent**" means GSLP, in its capacity as collateral agent for the Secured Parties under the Credit Documents, and its successors in such capacity as provided in Section 9.

"**Collateral and Guarantee Requirement**" means, at any time, the requirement that:

(a) the Collateral Agent shall have received from Holdings and each Domestic Subsidiary (other than the Borrower) either (i) a counterpart of this Agreement duly executed and

delivered on behalf of such Person as a "Guarantor" or (ii) in the case of any Person that becomes a Domestic Subsidiary after the Closing Date, a Counterpart Agreement duly executed and delivered on behalf of such Person;

(b) the Collateral Agent shall have received from Holdings, the Borrower and each other Domestic Subsidiary either (i) a counterpart of the Pledge and Security Agreement duly executed and delivered on behalf of such Person or (ii) in the case of any Person that becomes a Domestic Subsidiary after the Closing Date, a supplement to the Pledge and Security Agreement, in the form specified therein, duly executed and delivered on behalf of such Person;

(c) in the case of any Person that becomes a Domestic Subsidiary after the Closing Date, the Administrative Agent shall have received documents and opinions of the type referred to in Sections 3.1(b) and 3.1(j) with respect to such Domestic Subsidiary;

(d) all Equity Interests directly owned by any Credit Party shall have been pledged pursuant to the Pledge and Security Agreement (subject to the limitation set forth in clause (b) of the final paragraph of this definition), and the Collateral Agent shall, to the extent required by the Pledge and Security Agreement, have received certificates or other instruments representing all such Equity Interests, together with undated stock powers or other instruments of transfer with respect thereto endorsed in blank;

(e) all Indebtedness of Holdings, the Borrower and each other Subsidiary that is owing to any Credit Party shall be evidenced by the Intercompany Note, which shall have been pledged pursuant to the Pledge and Security Agreement and delivered to the Collateral Agent, together with undated instruments of transfer with respect thereto endorsed in blank;

(f) all documents and instruments, including UCC financing statements, required by applicable law or reasonably requested by the Collateral Agent to be filed, registered or recorded to create the Liens intended to be created by the Collateral Documents and perfect such Liens to the extent required by, and with the priority required by, the Collateral Documents, shall have been filed, registered or recorded or delivered to the Collateral Agent for filing, registration or recording;

(g) the Collateral Agent shall have received (i) counterparts of a Mortgage with respect to each Material Real Estate Asset, duly executed and delivered by the record owner of such Material Real Estate Asset, (ii) in the case of each Material Real Estate Asset that is a Leasehold Property, (A) a Landlord Consent and Estoppel, duly executed and delivered by the lessor of such Leasehold Property and by the applicable Credit Party, (B) evidence that such Leasehold Property is a Recorded Leasehold Interest and (C) a Landlord Personal Property Collateral Access Agreement, duly executed and delivered by the lessor of such Leasehold Property and by the applicable Credit Party, (iii) a policy or policies of title insurance issued by a nationally recognized title insurance company insuring the Lien of each Mortgage as a valid and enforceable Lien on the Material Real Estate Asset described therein, free of any other Liens other than Permitted Liens, together with such endorsements, coinsurance and reinsurance as the Collateral Agent may reasonably request, (iv) if any Material Real Estate Asset is located in an area determined by the Federal Emergency Management Agency to have special flood hazards, evidence of such flood insurance as may be required under applicable law, including Regulation

H of the Board of Governors, and (v) such surveys, abstracts, appraisals, legal opinions and other documents as the Collateral Agent may reasonably request with respect to any such Mortgage or Material Real Estate Asset;

(h) the Collateral Agent shall have received a counterpart, duly executed and delivered by the applicable Credit Party and the applicable depositary bank or securities intermediary, as the case may be, of a Control Agreement with respect to each Deposit Account maintained by any Credit Party with any depositary bank and each securities account maintained by any Credit Party with any securities intermediary (other than (i) any Deposit Account or securities account the balance of which consist exclusively of (A) funds representing withheld income taxes and federal, state, local or foreign employment taxes in such amounts as are required in the reasonable judgment of the Borrower to be paid to the Internal Revenue Service or any other Governmental Authority with respect to employees of Holdings and the Subsidiaries, and withheld sales tax with respect to Holdings and the Subsidiaries, (B) amounts required to be paid to an employee benefit plan pursuant to DOL Reg. Sec. 2510.3-102 or any foreign plan on behalf of or for the benefit of employees of Holdings and the Subsidiaries, (C) amounts required to be pledged or otherwise provided as security for the benefit of any Governmental Authority pursuant to any applicable law, (D) amounts or deposits subject to Liens permitted by Section 6.2(k) and 6.2(m) and (E) amounts to be used to fund payroll obligations with respect to employees of Holdings and the Subsidiaries and (ii) all other Deposit Accounts or securities accounts the daily balance in which does not at any time exceed $1,000,000 for any such Deposit Account or securities account or $5,000,000 in the aggregate for all such Deposit Accounts and securities accounts); and

(i) each Credit Party shall have obtained a Consent to Assignment in respect of each CVR Intercompany Agreement and all other consents and approvals required to be obtained by it in connection with the execution and delivery of all Collateral Documents to which it is a party, the performance of its obligations thereunder and the granting by it of the Liens thereunder.

The foregoing definition shall not require the creation of any guarantee or the creation or perfection of pledges of or security interests in, or the obtaining of title insurance, legal opinions or other deliverables with respect to, any particular assets of the Credit Parties if, and for so long as, the Collateral Agent, in consultation with Holdings and the Borrower, determines that the cost (including tax cost) of creating such guarantee or creating or perfecting such pledges or security interests in such assets, or obtaining such title insurance, legal opinions or other deliverables in respect of such assets, shall be excessive in view of the benefits to be obtained by the Lenders therefrom. The Collateral Agent may grant extensions of time for the creation and perfection of security interests in or the obtaining of title insurance, legal opinions or other deliverables with respect to particular assets or the provision of any Guarantee by any Subsidiary (including extensions beyond the Closing Date or in connection with assets acquired, or Subsidiaries formed or acquired, after the Closing Date) where it determines that such action cannot be accomplished without undue effort or expense by the time or times at which it would otherwise be required to be accomplished by this Agreement or the Collateral Documents.

Notwithstanding anything herein to the contrary, no security interest or Lien shall be required to be granted under the Collateral Documents with respect to (a) any lease, license

(including a license of Intellectual Property), contract or other agreement (other than any CVR Intercompany Agreement) to which any Credit Party is a party, or any of its rights or interests thereunder, if and to the extent that the grant of such security interest or Lien (i) would constitute or result in the abandonment, invalidation or unenforceability of any right, title or interest of any Credit Party therein, (ii) is prohibited by or in violation of any law, rule or regulation applicable to such Credit Party or (iii) is prohibited by or in violation of a term, provision or condition of any such lease, license, contract or other agreement (unless, in each case, the condition causing such abandonment, invalidation, unenforceability, prohibition or violation would be rendered ineffective with respect to the creation of such security interest or Lien pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity); provided that such security interest and Lien shall be required with respect thereto immediately at such time as the condition causing such abandonment, invalidation or unenforceability shall be remedied or the condition causing such prohibition or violation shall no longer be applicable (including as a result of the effectiveness of a Consent to Assignment) and, to the extent severable, shall be required immediately with respect to any portion of such lease, license, contract or agreement that is not subject to the consequences, prohibitions or violations specified in clause (i), (ii) or (iii) above; provided further that the exclusions referred to in this clause (a) shall not apply to any proceeds of any such lease, license, contract or agreement; (b) voting Equity Interests in any Controlled Foreign Corporation (other than issued and outstanding voting Equity Interests in any first-tier Controlled Foreign Corporation representing not more than 65% of the voting power of all classes of Equity Interests in such Controlled Foreign Corporation entitled to vote); provided that immediately upon the amendment of the Internal Revenue Code to allow the pledge of a greater percentage of the voting power of Equity Interests in a Controlled Foreign Corporation without adverse tax consequences to Holdings, the Subsidiaries or any owner of Equity Interests in Holdings, such security interest and Lien shall be required with respect to such greater percentage of Equity Interests in each Controlled Foreign Corporation; or (c) any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent that, and for so long as, the grant of such security interest or Lien would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

"**Collateral Documents**" means the Pledge and Security Agreement, the Mortgages, the Landlord Personal Property Collateral Access Agreements, the Intellectual Property Security Agreements, the Control Agreements, the Consents to Assignment, and all other instruments, documents and agreements delivered by or on behalf of any Credit Party pursuant to this Agreement or any of the other Credit Documents in order to grant to, or perfect in favor of, the Collateral Agent, for the benefit of the Secured Parties, a Lien on any property of such Credit Party as security for the Obligations.

"**Collateral Questionnaire**" means the Collateral Questionnaire delivered pursuant to Section 3.1(g).

"**Commitment**" means a Revolving Commitment or a Term Loan Commitment.

"**Commodity Agreement**" means any commodity price protection agreement or other commodity price hedging arrangement, swap agreement, futures contract, option contract, cap or other similar agreement or arrangement.

"**Compliance Certificate**" means a Compliance Certificate substantially in the form of Exhibit D.

"**Condemnation Event**" means any taking under the power of eminent domain or public improvement or by condemnation or similar proceeding of, or any disposition under a threat of such taking, of all or any part of any assets of Holdings or any Subsidiary.

"**Consent to Assignment**" means a Consent to Assignment substantially in the form of Exhibit E, with such amendments or modifications thereto as may be approved by the Collateral Agent.

"**Consolidated Adjusted EBITDA**" means, for any period, Consolidated Net Income for such period, plus

(a) without duplication and to the extent deducted in determining such Consolidated Net Income, the sum of:

(i) total interest expense (including that portion attributable to Capital Lease Obligations, net costs under Hedge Agreements and amortization of deferred financing fees and original issue discount and banking fees, charges and commissions (including letter of credit fees and commitment fees)) of Holdings and the Subsidiaries for such period,

(ii) provision for taxes based on income and foreign withholding taxes for Holdings and the Subsidiaries for such period,

(iii) all depreciation and amortization expense of Holdings and the Subsidiaries in conformity with GAAP for such period,

(iv) the amount of all fees and expenses incurred by Holdings and the Subsidiaries in connection with the Transactions during such period (if incurred prior to the 180th day following the Closing Date),

(v) the amount of all other non-cash charges or losses of Holdings and the Subsidiaries for such period,

(vi) any expenses or charges incurred by Holdings and the Subsidiaries in connection with any acquisition (including a Permitted Acquisition), any disposition of assets outside the ordinary course of business and any issuance of Indebtedness or Equity Interests of Holdings and the Subsidiaries or any refinancing or recapitalization transaction for such period,

(vii) any unusual or non-recurring charges incurred by Holdings and the Subsidiaries for such period and the amount of any integration costs or other business

optimization expenses or costs (including any one-time costs incurred in connection with Permitted Acquisitions and costs related to the closure and/or consolidation of the operating facilities of Holdings and the Subsidiaries) incurred by Holdings and the Subsidiaries for such period, provided that the aggregate amount added back pursuant to this clause (vii) shall not exceed, for any period, an amount equal to 7.5% of the amount of Consolidated Adjusted EBITDA for such period (excluding, in respect of any period covering any Fiscal Quarter ended prior to the Closing Date, any portion of such Consolidated Adjusted EBITDA attributable to Fiscal Quarters ended prior to the Closing Date) determined prior to giving effect to the adjustment provided for in this clause (vii),

(viii) Major Scheduled Turnaround Expenses for such fiscal period,

(ix) any losses for such period recognized by Holdings and the Subsidiaries in connection with any extinguishment of Indebtedness,

(x) net loss of any Person accounted for under the equity method of accounting recognized by Holdings and the Subsidiaries for such period,

(xi) any extraordinary losses recognized by Holdings and the Subsidiaries for such period, and

(xii) any losses recognized by Holdings and the Subsidiaries for such period from sales of assets (other than inventory sold in the ordinary course of business); minus

(b) without duplication and to the extent included (or, in the case of clause (i) below, not otherwise deducted) in determining such Consolidated Net Income, the sum of:

(i) all cash payments or cash charges made (or incurred) by Holdings or any Subsidiary for such period on account of any non-cash charges or losses added back to Consolidated Adjusted EBITDA pursuant to clause (a)(v) above in a previous period (or that would have been added back had this Agreement been in effect during such previous period),

(ii) any unusual or non-recurring gains by Holdings and the Subsidiaries during such period,

(iii) any gains recognized by Holdings and the Subsidiaries in connection with any extinguishment of Indebtedness for such period,

(iv) net income of any Person accounted for under the equity method of accounting recognized by Holdings and the Subsidiaries for such period, and

(v) any extraordinary gains recognized by Holdings and the Subsidiaries for such period,

(vi) any gains recognized by Holdings and the Subsidiaries for such period from sales of assets (other than inventory sold in the ordinary course of business),

(vii) any non-cash income or gains recognized by Holdings and the Subsidiaries for such period, and

(viii) interest income of Holdings and the Subsidiaries for such period, determined on a consolidated basis in conformity with GAAP.

For the avoidance of doubt, it is understood and agreed that, to the extent any amounts are excluded from Consolidated Net Income by virtue of the proviso to the definition thereof contained herein, any additions to Consolidated Net Income in determining Consolidated Adjusted EBITDA as provided above shall be limited (or denied) in a fashion consistent with the proviso to the definition of Consolidated Net Income contained herein. Notwithstanding anything to the contrary contained herein, but subject to the next sentence, Consolidated Adjusted EBITDA shall be deemed to be $8,715,203, $20,680,810, $16,208,997 and $7,121,602 for the Fiscal Quarters ended on March 31, 2010, June 30, 2010, September 30, 2010 and December 31, 2010, respectively. For purposes of calculating Consolidated Adjusted EBITDA for any period, if during such period Holdings or any Subsidiary shall have consummated a Material Acquisition or a Material Disposition, Consolidated Adjusted EBITDA for such period shall be calculated after giving pro forma effect thereto in accordance with Section 1.2(b).

"**Consolidated Interest Expense**" means, for any period, the excess of (a) the total interest expense (including that portion attributable to Capital Lease Obligations in conformity with GAAP and capitalized interest) of Holdings and the Subsidiaries on a consolidated basis with respect to all outstanding Indebtedness of Holdings and the Subsidiaries for such period, including all commissions, discounts and other fees and charges owed with respect to letters of credit and net costs under Hedge Agreements minus (b) interest income of Holdings and the Subsidiaries for such period, determined on a consolidated basis in conformity with GAAP. Notwithstanding anything to the contrary contained herein, but subject to the next sentence, Consolidated Interest Expense shall be deemed to be (i) for the period of four consecutive Fiscal Quarters ended June 30, 2011, Consolidated Interest Expense for the Fiscal Quarter ended June 30, 2011 multiplied by four, (ii) for the period of four consecutive Fiscal Quarters ended September 30, 2011, Consolidated Interest Expense for the Fiscal Quarter ended September 30, 2011 multiplied by four, (iii) for the period of four consecutive Fiscal Quarters ended December 31, 2011, Consolidated Interest Expense for the period of two consecutive Fiscal Quarters ended December 31, 2011 multiplied by two and (iv) for the period of four consecutive Fiscal Quarters ended March 31, 2012, Consolidated Interest Expense for the period of three consecutive Fiscal Quarters ended March 31, 2012 multiplied by 4/3. For purposes of calculating Consolidated Interest Expense for any period, if during such period Holdings or any Subsidiary shall have consummated a Material Acquisition or a Material Disposition, Consolidated Interest Expense for such period shall be calculated after giving pro forma effect thereto in accordance with Section 1.2(b).

"**Consolidated Net Income**" means, for any period, the net income (or loss) of Holdings and the Subsidiaries determined on a consolidated basis for such period (taken as a single accounting period) in conformity with GAAP; provided that the following items shall be excluded (except to the extent provided below) in computing Consolidated Net Income (without duplication): (a) the net income (or loss) of (or any amount of cash dividends or cash distributions referred to in clause (b) below received by) any Subsidiary in which any Person

other than Holdings or any Subsidiary owns any Equity Interests to the extent of the Equity Interests held by Persons other than Holdings and the Subsidiaries in such Subsidiary, (b) the net income of any Person (other than Holdings or any Subsidiary) in which any Person other than Holdings or any Subsidiary owns any Equity Interests, provided that (i) Consolidated Net Income shall be increased to the extent of the amount of cash dividends or cash distributions actually paid to Holdings or, subject to clauses (a) and (d) of this definition, any Subsidiary by any such Person during such period, and (ii) Consolidated Net Income shall be reduced to the extent of the amount of cash contributed by Holdings or any Subsidiary to any such Person during such period, (c) except for determinations expressly required to be made on a pro forma basis, the net income (or loss) of any Person accrued prior to the date it becomes a Subsidiary or all or substantially all of the property or assets of such Person are acquired by a Subsidiary and (d) the net income of (or any amount of cash dividends or cash distributions referred to in clause (b) above received by) any Subsidiary (other than the Borrower) to the extent that the declaration or payment of cash dividends or similar cash distributions by such Subsidiary of such net income (or such amounts) is not at the time permitted by the operation of the terms of its Organizational Documents or any agreement, instrument, judgment, decree, order, statute, rule or governmental regulation applicable to such Subsidiary.

"**Consolidated Total Debt**" means, as of any date, an amount equal to (a) the sum of (without duplication) (i) the aggregate stated balance sheet amount of all Indebtedness (including Capital Lease Obligations, but excluding Indebtedness under clauses (d), (f) (but only in respect of undrawn amounts) and (i) of the definition thereof) of Holdings and the Subsidiaries determined on a consolidated basis in conformity with GAAP (but without giving effect to any election to value any Indebtedness at "fair value" or any other accounting principle that results in the amount of any such Indebtedness (other than zero coupon Indebtedness) as reflected on such balance sheet to be below the stated principal amount of such Indebtedness), (ii) the aggregate amount of all unpaid drawings under all letters of credit issued for the account of Holdings or any Subsidiary and (iii) the aggregate amount of all Guarantees by Holdings or any Subsidiary of Indebtedness of another Person of the type that would otherwise be included in the calculation of Consolidated Total Debt, less (b) all or a portion (as determined by Holdings and the Borrower), but not in excess of $20,000,000, of the aggregate amount of Unrestricted Cash and Cash Equivalents of the Credit Parties as of such date that is subject to a Control Agreement.

"**Contractual Obligation**" means, with respect to any Person, any provision of any Equity Interest or other Security issued by such Person or any indenture, mortgage, deed of trust, contract, undertaking or other agreement or instrument to which such Person is a party or by which such Person or any of its properties is bound or to which such Person or any of its properties is subject.

"**Contributing Guarantor**" as defined in Section 7.2(b).

"**Control**" means, with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of Securities, by contract or otherwise. The words "Controlling", "Controlled by" and "under common Control with" shall have correlative meanings.

"**Control Agreement**" means, with respect to any Deposit Account or securities account maintained by any Credit Party, a control agreement in form and substance reasonably satisfactory to the Collateral Agent, duly executed and delivered by such Credit Party and the depositary bank or the securities intermediary, as the case may be, with which such account is maintained.

"**Controlled Foreign Corporation**" means "controlled foreign corporation" as defined in Section 957(a) of the Internal Revenue Code.

"**Conversion/Continuation Date**" means the effective date of a continuation or conversion, as the case may be, as set forth in the applicable Conversion/Continuation Notice.

"**Conversion/Continuation Notice**" means a Conversion/Continuation Notice substantially in the form of Exhibit F.

"**Counterpart Agreement**" means a Counterpart Agreement substantially in the form of Exhibit G.

"**Credit Date**" means the date of any Credit Extension.

"**Credit Document**" means any of this Agreement, the Incremental Facility Agreements, the Loan Modification Agreements, the Collateral Documents, the Counterpart Agreements and, except for purposes of Section 10.5, the Notes, if any, any documents or certificates executed by the Borrower in favor of any Issuing Bank relating to Letters of Credit, the Collateral Questionnaire and all other documents, certificates, instruments or agreements executed and delivered by or on behalf of any Credit Party for the benefit of any Agent, any Issuing Bank or any Lender in connection herewith on or after the date hereof.

"**Credit Extension**" means the making of a Loan or the issuance, amendment (if increasing the face amount thereof), renewal or extension of a Letter of Credit.

"**Credit Parties**" means Holdings, the Borrower and the Guarantor Subsidiaries.

"**Cross Easement Agreement**" means the Amended and Restated Cross Easement Agreement dated as of April 13, 2011, between the Borrower and Refinery Company.

"**Currency Agreement**" means any foreign exchange contract, currency swap agreement, futures contract, option contract, synthetic cap or other similar agreement or arrangement.

"**CVR Energy**" means CVR Energy, Inc., a Delaware corporation.

"**CVR Energy Debt Instruments**" means (a) the Coffeyville Resources Credit Agreement, (b) the Coffeyville Resources First Lien Senior Secured Notes Indenture and (c) the Coffeyville Resources Second Lien Senior Secured Notes Indenture.

"**CVR Energy Debt Release**" as defined in Section 3.1(p).

"**CVR Energy Entity**" means CVR Energy or any of its Subsidiaries (other than Holdings or any of its Subsidiaries).

"**CVR Intercompany Agreements**" means, collectively, (a) the Existing CVR Intercompany Agreements and (b) each other Contractual Obligation between Holdings or any Subsidiary, on the one hand, and any CVR Energy Entity, on the other hand, in each case, together with all schedules, exhibits and other definitive documentation relating thereto.

"**Debtor Relief Laws**" means the Bankruptcy Code of the United States of America, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief Laws of the United States or other applicable jurisdictions from time to time in effect.

"**Default**" means a condition or event that, after notice or lapse of time or both, would constitute an Event of Default.

"**Defaulting Lender**" means, subject to Section 2.21(b), any Revolving Lender that (a) has failed (i) to fund all or any portion of its Revolving Loans within two Business Days of the date such Revolving Loans were required to be funded hereunder unless such Revolving Lender notifies the Administrative Agent and the Borrower in writing that such failure is the result of such Revolving Lender's determination that one or more conditions precedent to funding has not been satisfied (each of which conditions precedent, together with any applicable default, shall be specifically identified in such writing), or (ii) to pay to the Administrative Agent, any Issuing Bank or any other Revolving Lender any other amount required to be paid by it hereunder (including in respect of its participation in Letters of Credit) within two Business Days of the date when due unless such payment is the subject of a good faith dispute, (b) has notified the Borrower, the Administrative Agent or any Issuing Bank in writing that it does not intend to comply with its funding obligations hereunder, or has made a public statement to that effect (unless such writing or public statement relates to such Revolving Lenders' obligation to fund a Revolving Loan hereunder and states that such position is based on such Revolving Lender's determination that a condition precedent to funding cannot be satisfied (which condition precedent, together with any applicable default, shall be specifically identified in such writing or public statement)) or (c) has, or has a direct or indirect parent company that has, (i) become the subject of a proceeding under any Debtor Relief Law, or (ii) had appointed for it a receiver, custodian, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or assets, including the Federal Deposit Insurance Corporation or any other state or federal regulatory authority acting in such a capacity; provided that a Revolving Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of any Equity Interest in such Revolving Lender or any direct or indirect parent company thereof by a Governmental Authority so long as such ownership interest does not result in or provide such Revolving Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Revolving Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Revolving Lender. Any determination by the Administrative Agent that a Revolving Lender is a Defaulting Lender under clauses (a), (b) or (c) above shall be conclusive and binding absent manifest error, and such Revolving Lender shall be deemed to be a Defaulting Lender (subject to Section

2.21(b)) upon delivery of written notice of such determination to the Borrower, each Issuing Bank and each Revolving Lender.

"**Deposit Account**" means a demand, time, savings, passbook or like account with a bank, savings and loan association, credit union or like organization, other than an account evidenced by a negotiable certificate of deposit.

"**Discount Range**" as defined in Section 2.12(c)(i).

"**Disqualified Equity Interest**" means, with respect to any Person, any Equity Interest in such Person that by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable, either mandatorily or at the option of the holder thereof), or upon the happening of any event or condition:

(a) matures or is mandatorily redeemable (other than solely for Equity Interests in such Person that do not constitute Disqualified Equity Interests and cash in lieu of fractional shares of such Equity Interests), whether pursuant to a sinking fund obligation or otherwise;

(b) is convertible or exchangeable, either mandatorily or at the option of the holder thereof, for Indebtedness or Equity Interests (other than solely for Equity Interests in such Person that do not constitute Disqualified Equity Interests and cash in lieu of fractional shares of such Equity Interests); or

(c) is redeemable (other than solely for Equity Interests in such Person that do not constitute Disqualified Equity Interests and cash in lieu of fractional shares of such Equity Interests) or is required to be repurchased by Holdings or any Subsidiary, in whole or in part, at the option of the holder thereof;

in each case, on or prior to the date 180 days after the latest Maturity Date (determined as of the date of issuance thereof or, in the case of any such Equity Interests outstanding on the date hereof, the date hereof); provided, however, that (i) an Equity Interest in any Person that would not constitute a Disqualified Equity Interest but for terms thereof giving holders thereof the right to require such Person to redeem or purchase such Equity Interest upon the occurrence of an "asset sale" or a "change of control" (or similar event, however denominated) shall not constitute a Disqualified Equity Interest if any such requirement becomes operative only after repayment in full of all the Loans and all other Obligations that are accrued and payable, the cancellation or expiration of all Letters of Credit and the termination or expiration of the Commitments and (ii) an Equity Interest in any Person that is issued to any employee or to any plan for the benefit of employees or by any such plan to such employees shall not constitute a Disqualified Equity Interest solely because it may be required to be repurchased by such Person or any of its subsidiaries in order to satisfy applicable statutory or regulatory obligations or as a result of such employee's termination, death or disability.

"**Dollars**" and the sign "**$**" mean the lawful money of the United States of America.

"**Domestic Subsidiary**" means any Subsidiary organized under the laws of the United States of America, any State thereof or the District of Columbia.

"**Eligible Assignee**" means (a) any Lender, any Affiliate of any Lender (other than an Affiliated Lender) and any Related Fund, (b) any commercial bank, insurance company, investment or mutual fund or other Person that is an "accredited investor" (as defined in Regulation D under the Securities Act) and that extends credit or buys commercial loans in the ordinary course of business and (c) any CVR Energy Entity; provided that neither a natural person, nor Holdings or any Subsidiary or other Affiliate thereof (other than any CVR Energy Entity), shall be an Eligible Assignee.

"**Employee Benefit Plan**" means any "employee benefit plan", as defined in Section 3(3) of ERISA, that is or was sponsored, maintained or contributed to by, or required to be contributed to by, Holdings, any Subsidiary or any of their respective ERISA Affiliates.

"**Environmental Claim**" means any and all administrative, regulatory or judicial actions, suits, demands, demand letters, directives, orders, requests for information (including notices pursuant Section 104(e) of CERCLA), claims, liens and/or notices of noncompliance or violation, investigations and/or proceedings relating in any way to any actual or alleged noncompliance with, or liability arising under, Environmental Law or to any Environmental Permit (hereafter, "**Claims**"), including (a) any and all Claims for enforcement, cleanup, removal, response, remedial or other actions or damages pursuant to any Environmental Law, (b) any and all Claims seeking damages, contribution, indemnification, cost recovery, compensation or injunctive relief arising out of or relating to an alleged injury or threat of injury (including exposure to Hazardous Materials) to human health or safety or to the environment, and (c) any and all Claims relating to an actual, proposed, or potential revocation, suspension, cancellation or termination of, or modification to, any Environmental Permit.

"**Environmental Laws**" means any statute, law (including principles of common law), rule, regulation, ordinance, code, directive, judgment, order, consent decree, or any other requirements of Governmental Authorities, now or hereafter in effect and in each case as amended, any binding judicial or administrative interpretation thereof, and any written requirements of any voluntary agreement or memorandum of understanding with any Governmental Authority, relating to the pollution or protection of the environment or human health (as it relates to the exposure to Hazardous Materials), to the presence, Release or threatened Release of, or the manufacture, generation, handling, use, transportation, treatment, storage, disposal or recycling of, Hazardous Materials, or the arrangement for any such activities.

"**Environmental Permits**" as defined in Section 4.13.

"**Equity Interests**" means shares of capital stock, partnership interests, membership interests, beneficial interests or other ownership interests, whether voting or nonvoting, in, or interests in the income or profits of (including incentive distribution rights), a Person, and any warrants, options or other rights entitling the holder thereof to purchase or acquire any of the foregoing.

"**ERISA**" means the Employee Retirement Income Security Act of 1974.

"**ERISA Affiliate**" means, with respect to any Person, (a) any corporation that is a member of a controlled group of corporations within the meaning of Section 414(b) of the Internal Revenue Code of which such Person is a member, (b) any trade or business (whether or not incorporated) that is a member of a group of trades or businesses under common control within the meaning of Section 414(c) of the Internal Revenue Code of which such Person is a member and (c) any member of an affiliated service group within the meaning of Section 414(m) or 414(o) of the Internal Revenue Code of which such Person, any corporation described in clause (a) above or any trade or business described in clause (b) above is a member. Any former ERISA Affiliate of Holdings or any Subsidiary shall continue to be considered an ERISA Affiliate of Holdings or such Subsidiary within the meaning of this definition with respect to the period such Person was an ERISA Affiliate of Holdings or such Subsidiary and with respect to liabilities arising after such period for which Holdings or such Subsidiary could be liable under the Internal Revenue Code or ERISA.

"**ERISA Event**" means (a) a "reportable event" within the meaning of Section 4043 of ERISA and the regulations issued thereunder with respect to any Pension Plan (excluding those for which the provision for 30-day notice to the PBGC has been waived by regulation), (b) the failure of Holdings, any Subsidiary or any of their respective ERISA Affiliates to meet the minimum funding standard of Section 412 of the Internal Revenue Code with respect to any Pension Plan (whether or not waived in accordance with Section 412(c) of the Internal Revenue Code) or the failure to make by its due date a required installment under Section 430(j) of the Internal Revenue Code with respect to any Pension Plan or the failure of Holdings, any Subsidiary or any of their respective ERISA Affiliates to make any required contribution to a Multiemployer Plan, (c) the filing pursuant to Section 412(c) of the Internal Revenue Code or Section 302(c) of ERISA of an application for a waiver of the minimum funding standard with respect to any Pension Plan, (d) the provision by the administrator of any Pension Plan pursuant to Section 4041(a)(2) of ERISA of a notice of intent to terminate such plan in a distress termination described in Section 4041(c) of ERISA, (e) the withdrawal or partial withdrawal by Holdings, any Subsidiary or any of their respective ERISA Affiliates from any Pension Plan with two or more contributing sponsors or the termination of any such Pension Plan, in each case resulting in liability to Holdings, any Subsidiary or any of their respective Affiliates pursuant to Section 4063 or 4064 of ERISA, (f) the institution by the PBGC of proceedings to terminate any Pension Plan, or the occurrence of any event or condition that could reasonably be expected to constitute grounds under ERISA for the termination of, or the appointment of a trustee to administer, any Pension Plan, (g) the incurrence by Holdings, any Subsidiary or any of their respective ERISA Affiliates of any liability with respect to the withdrawal or partial withdrawal from any Pension Plan, (h) the imposition of liability on Holdings, any Subsidiary or any of their respective ERISA Affiliates pursuant to Section 4062(e) or 4069 of ERISA or by reason of the application of Section 4212(c) of ERISA, (i) the withdrawal of Holdings, any Subsidiary or any of their respective ERISA Affiliates in a complete or partial withdrawal (within the meaning of Sections 4203 and 4205 of ERISA) from any Multiemployer Plan if there is any potential liability therefor, (j) the receipt by Holdings, any Subsidiary or any of their respective ERISA Affiliates of notice from any Multiemployer Plan (i) concerning the imposition of withdrawal liability, (ii) that such Multiemployer Plan is in reorganization or insolvency pursuant to Section 4241 or 4245 of ERISA, (iii) that such Multiemployer Plan is in "endangered" or "critical" status (within the meaning of Section 432 of the Internal Revenue Code or Section 305 of ERISA) or (iv) that such Multiemployer Plan

intends to terminate or has terminated under Section 4041A or 4042 of ERISA, (k) a determination that any Pension Plan is, or is expected to be, in "at risk" status (as defined in Section 430(i)(4) of the Internal Revenue Code or Section 303(i)(4) of ERISA, (l) the occurrence of an act or omission that could give rise to the imposition on Holdings, any Subsidiary or any of their respective ERISA Affiliates of fines, penalties, taxes or related charges under Chapter 43 of the Internal Revenue Code or under Section 409, Section 502(c), 502(i) or 502(l), or Section 4071 of ERISA in respect of any Employee Benefit Plan, (m) the assertion of a claim (other than routine claims for benefits) against any Employee Benefit Plan other than a Multiemployer Plan or the assets thereof, or against Holdings, any Subsidiary or any of their respective ERISA Affiliates in connection with any Employee Benefit Plan, (n) receipt from the Internal Revenue Service of notice of the failure of any Pension Plan (or any other Employee Benefit Plan intended to be qualified under Section 401(a) of the Internal Revenue Code) to qualify under Section 401(a) of the Internal Revenue Code, or the failure of any trust forming part of any Pension Plan to qualify for exemption from taxation under Section 501(a) of the Internal Revenue Code or (o) the imposition of a Lien pursuant to Section 430(k) of the Internal Revenue Code or ERISA or a violation of Section 436 of the Internal Revenue Code.

"**Eurodollar Rate Borrowing**" means a Borrowing comprised of Loans that are Eurodollar Rate Loans.

"**Eurodollar Rate Loan**" means a Loan bearing interest at a rate determined by reference to the Adjusted Eurodollar Rate.

"**Event of Default**" means any condition or event set forth in Section 8.1.

"**Exchange**" means the exchange of the Equity Interests in Holdings held by Coffeyville Resources and CVR Special GP, LLC, a Delaware limited liability company, for common units representing limited partner interests in Holdings.

"**Exchange Act**" means the Securities Exchange Act of 1934.

"**Existing CVR Intercompany Agreements**" means the Contractual Obligations set forth on Schedule 4.15(b).

"**Facility**" means any real property (including all buildings, fixtures or other improvements located thereon) now or hereafter owned, leased or operated by Holdings or any Subsidiary or any of their respective Affiliates.

"**Failed Auction**" as defined in Section 2.12(c)(iii).

"**Fair Share**" as defined in Section 7.2(b).

"**Fair Share Contribution Amount**" as defined in Section 7.2(b).

"**FATCA**" means Sections 1471 through 1474 of the Internal Revenue Code, effective as of the date hereof (or any amended or successor provisions that are substantively identical), and any regulations promulgated thereunder and any published administrative guidance implementing such Sections, provisions and regulations.

"**Federal Funds Effective Rate**" means, for any day, the rate per annum (expressed as a decimal rounded upwards, if necessary, to the next 1/100 of 1%) equal to the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System arranged by federal funds brokers on such day, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; provided that (a) if such day is not a Business Day, the Federal Funds Effective Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day, and (b) if no such rate is so published on such next succeeding Business Day, the Federal Funds Effective Rate for such day shall be the average rate charged to the Administrative Agent on such day on such transactions as shall be determined by the Administrative Agent.

"**Financial Officer Certification**" means, with respect to any consolidated financial statements of any Person, a certificate of the chief financial officer of such Person stating that such financial statements fairly present, in all material respects, the consolidated financial position of such Person and its Subsidiaries as of the dates indicated and the consolidated results of their operations and their cash flows for the periods indicated in conformity with GAAP applied on a consistent basis (except as otherwise disclosed in such financial statements), subject to changes resulting from audit and normal year-end adjustments.

"**Financial Plan**" as defined in Section 5.1(h).

"**Financing Transactions**" means the execution, delivery and performance by each Credit Party of the Credit Documents to which it is to be a party, the creation of the Liens provided for in the Collateral Documents and, in the case of the Borrower, the borrowing of Loans, the use of the proceeds thereof and the issuance of Letters of Credit hereunder.

"**Fiscal Quarter**" means a fiscal quarter of any Fiscal Year.

"**Fiscal Year**" means the fiscal year of Holdings and the Subsidiaries ending on December 31 of each calendar year.

"**Flood Hazard Property**" means any Real Estate Asset subject to a Mortgage in favor of the Collateral Agent, for the benefit of the Secured Parties, and located in an area designated by the Federal Emergency Management Agency as having special flood or mud slide hazards.

"**Foreign Subsidiary**" means any Subsidiary that is not a Domestic Subsidiary.

"**Fronting Exposure**" means, at any time there is a Defaulting Lender, with respect to any Issuing Bank, such Defaulting Lender's applicable Pro Rata Share of the Letter of Credit Usage attributable to Letters of Credit issued by the Issuing Bank other than any portion of such Defaulting Lender's applicable Pro Rata Share of the Letter of Credit Usage that has been reallocated to other Revolving Lenders or Cash Collateralized in accordance with the terms hereof.

"**Funding Notice**" means a notice substantially in the form of Exhibit H.

"**GE Agreements**" means (a) the License Agreement for Use of the Texaco Gasification Process, Texaco Hydrogen Generation Process, and Texaco Gasification Power Systems dated as of May 30, 1997, by and between GE Energy (USA), LLC (successor in interest to Texaco Development Corporation) and the Borrower (successor in interest to Farmland Industries) and (b) each other Contractual Obligations between Holdings or any Subsidiary, on the one hand, and GE Energy (USA), LLC or any of its Affiliates, on the other hand, relating thereto.

"**GAAP**" means, at any time, subject to Section 1.2(a), generally accepted accounting principles in the United States of America as in effect at such time, applied in accordance with the consistency requirements thereof.

"**General Partner**" means CVR GP, LLC, a Delaware limited liability company and the sole general partner of Holdings.

"**Governmental Act**" means any act or omission, whether rightful or wrongful, of any present or future de jure or de facto government or Governmental Authority.

"**Governmental Authority**" means any federal, state, municipal, national, supranational or other government, governmental department, commission, board, bureau, court, agency or instrumentality or political subdivision thereof or any entity, officer or examiner exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to any government or any court, in each case whether associated with the United States of America, any State thereof or the District of Columbia or a foreign entity or government.

"**Governmental Authorization**" means any permit, license, registration, approval, exemption or authorization made to, or issued, promulgated or entered into by or with, any Governmental Authority.

"**GP Transfer**" means the transfer by Coffeyville Acquisition III, a Delaware limited liability company, of all of the Equity Interests in the General Partner to Coffeyville Resources.

"**Grantor**" as defined in the Pledge and Security Agreement.

"**GSLP**" as defined in the preamble hereto.

"**Guarantee**" of or by any Person (the "**guarantor**") means any obligation, contingent or otherwise, of the guarantor guaranteeing or having the economic effect of guaranteeing any Indebtedness or other obligation of any other Person (the "**primary obligor**") in any manner, whether directly or indirectly, and including any obligation of the guarantor, direct or indirect, (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation or to purchase (or to advance or supply funds for the purchase of) any security for the payment thereof, (b) to purchase or lease property, securities or services for the purpose of assuring the owner of such Indebtedness or other obligation of the payment thereof, (c) to maintain working capital, equity capital or any other financial statement condition or liquidity of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other obligation or (d) as an account party in respect of any letter of credit or

letter of guaranty issued to support such Indebtedness or other obligation; provided that the term "Guarantee" shall not include endorsements for collection or deposit in the ordinary course of business. The amount, as of any date of determination, of any Guarantee shall be (i) in the case of a Guarantee of any Indebtedness, the maximum principal amount of such Indebtedness (whether or not then outstanding) guaranteed as of such date, (ii) in the case of a Guarantee of any other obligation that has a principal amount, the principal amount of such other obligation outstanding and guaranteed as of such date and (iii) in the case of a Guarantee of any obligation that does not have a principal amount, the maximum monetary exposure as of such date of the guarantor under such Guarantee (as determined reasonably and in good faith by the chief financial officer of Holdings).

"**Guarantor Subsidiary**" means each Subsidiary that is a party hereto as a "Guarantor Subsidiary" and a party to the Pledge and Security Agreement as a "Grantor" thereunder.

"**Guarantors**" means Holdings and each Guarantor Subsidiary; provided that, for purposes of Section 7, the term "Guarantors" shall also include the Borrower.

"**Hazardous Material**" means any chemical, material, waste, pollutant, contaminant, or substance in any form that is prohibited, limited or regulated by virtue of its hazardous, corrosive, flammable or toxic characteristics, including any petroleum or petroleum products, byproducts or distillates, coal ash, ammonium or ammonia nitrate, urea, UAN, radioactive materials, asbestos in any form that is or could become friable, urea formaldehyde foam insulation, dielectric fluid containing levels of polychlorinated biphenyls, and radon gas.

"**Hedge Agreement**" means an Interest Rate Agreement, a Currency Agreement or a Commodity Agreement.

"**Hedge Counterparty**" means each Secured Party that is a party to a Hedge Agreement the obligations under which constitute Specified Hedge Obligations.

"**Highest Lawful Rate**" means the maximum lawful interest rate, if any, that at any time or from time to time may be contracted for, charged, or received under the laws applicable to any Lender that are presently in effect or, to the extent allowed by law, under such applicable laws that may hereafter be in effect and that allow a higher maximum nonusurious interest rate than applicable laws now allow.

"**Historical Financial Statements**" means the audited consolidated balance sheet and related consolidated statements of operations, partners' capital/divisional equity and cash flows of Holdings and its consolidated Subsidiaries as of and for the year ended December 31, 2010.

"**Holdings**" as defined in the preamble hereto.

"**IDR Purchase**" means the purchase by Holdings of the incentive distribution rights in Holdings held by the General Partner and the extinguishment of such rights immediately upon the consummation of such purchase; provided that the aggregate amount of consideration paid therefor by Holdings shall not exceed $26,100,000.

"**Increased-Cost Lender**" as defined in Section 2.22.

"**Incremental Commitment**" means an Incremental Revolving Commitment or an Incremental Term Loan Commitment.

"**Incremental Facility Agreement**" means an Incremental Facility Agreement, in form and substance reasonably satisfactory to the Administrative Agent, among Holdings, the Borrower, the Administrative Agent and one or more Incremental Lenders, establishing Incremental Commitments of any Class and effecting such other amendments hereto and the other Credit Documents as are contemplated by Section 2.23.

"**Incremental Lender**" means an Incremental Revolving Lender or an Incremental Term Lender.

"**Incremental Revolving Commitment**" means, with respect to any Lender, the commitment, if any, of such Lender, established pursuant to an Incremental Facility Agreement and Section 2.23, to make Revolving Loans and to acquire participations in Letters of Credit hereunder, expressed as an amount representing the maximum aggregate permitted amount of such Lender's Revolving Exposure under such Incremental Facility Agreement.

"**Incremental Revolving Lender**" means a Lender with an Incremental Revolving Commitment.

"**Incremental Term Borrowing**" means, with respect to Incremental Term Loans of any Series, a Borrowing comprised of such Incremental Term Loans.

"**Incremental Term Lender**" means a Lender with an Incremental Term Loan Commitment or an Incremental Term Loan.

"**Incremental Term Loan**" means a loan made by an Incremental Term Lender to the Borrower pursuant to Section 2.23.

"**Incremental Term Loan Commitment**" means, with respect to any Lender, the commitment, if any, of such Lender, established pursuant an Incremental Facility Agreement and Section 2.23, to make Incremental Term Loans of any Series hereunder, expressed as an amount representing the maximum principal amount of the Incremental Term Loans of such Series to be made by such Lender, subject to any increase or reduction pursuant to the terms and conditions hereof. The initial amount of each Lender's Incremental Term Loan Commitment of any Series, if any, is set forth in the Incremental Facility Agreement or Assignment Agreement pursuant to which such Lender shall have established or assumed its Incremental Term Loan Commitment of such Series.

"**Incremental Term Loan Exposure**" means, with respect to any Lender, for any Series of Incremental Term Loans, at any time, (a) prior to the making of the Incremental Term Loans of such Series hereunder or under any Incremental Facility Agreement, the Incremental Term Loan Commitment of such Lender to make Incremental Term Loans of such Series at such time and (b) after the making of the Incremental Term Loans of such Series hereunder or under

any Incremental Facility Agreement, the aggregate principal amount of the Incremental Term Loans of such Series of such Lender at such time.

"**Incremental Term Loan Maturity Date**" means, with respect to Incremental Term Loans of any Series, the scheduled date on which such Incremental Term Loans shall become due and payable in full hereunder, as specified in the applicable Incremental Facility Agreement.

"**Indebtedness**" means, with respect to any Person, without duplication, (a) all obligations of such Person for borrowed money or with respect to advances of any kind, (b) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments, (c) all obligations of such Person under conditional sale or other title retention agreements relating to property acquired by such Person (excluding trade accounts payable incurred in the ordinary course of business), (d) all obligations of such Person in respect of the deferred purchase price of property or services (excluding trade payables and accrued expenses arising in the ordinary course of business and obligations incurred under ERISA), which obligations are (i) due more than six months from the date of incurrence thereof or (ii) evidenced by a note or similar written instrument, (e) all Capital Lease Obligations of such Person, (f) the face amount of any letter of credit or letter of guaranty issued for the account of such Person or as to which such Person is otherwise liable for reimbursement of drawings, (g) all obligations, contingent or otherwise, of such Person in respect of bankers' acceptances, (h) all Indebtedness of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien on property owned or acquired by such Person, whether or not the Indebtedness secured thereby has been assumed or is non-recourse to the credit of such Person (provided that in the case of non-recourse Indebtedness, the amount of such Indebtedness shall be limited to the fair value of the assets securing such Indebtedness), (i) all net obligations of such Person in respect of any exchange traded or over the counter derivative transaction, including any Hedge Agreement, whether entered into for hedging or speculative purposes, (j) all Off-Balance Sheet Liabilities of such Person and (k) all Guarantees by such Person of Indebtedness of others. The Indebtedness of any Person shall include the Indebtedness of any other Person (including any partnership in which such Person is a general partner) to the extent such Person is liable therefor as a result of such Person's ownership interest in or other relationship with such other Person, except to the extent the terms of such Indebtedness provide that such Person is not liable therefor.

"**Indemnified Liabilities**" means, collectively, any and all liabilities, obligations, losses, damages (including natural resource damages), penalties, claims, actions, judgments, suits, costs (including the costs of any investigation, study, sampling, testing, abatement, cleanup, containment, removal, remediation, monitoring or other response action), expenses and disbursements of any kind or nature whatsoever (including the reasonable fees, expenses and other charges of counsel and consultants for the Indemnitees in connection with any investigative, administrative or judicial proceeding or hearing commenced or threatened by any Person (including by any Credit Party or any Affiliate thereof), whether or not any such Indemnitee shall be designated as a party or a potential party thereto, and any fees or expenses incurred by the Indemnitees in enforcing this indemnity), whether direct, indirect, special or consequential and whether based on any federal, state or foreign laws, statutes, rules or regulations (including securities and commercial laws, statutes, rules or regulations and

Environmental Laws), on common law or equitable cause or on contract or otherwise, that may be imposed on, incurred by, or asserted against any such Indemnitee, in any manner relating to or arising out of (a) this Agreement or the other Credit Documents or the transactions contemplated hereby or thereby (including the Lenders' agreement to make Credit Extensions, the syndication of the credit facilities provided for herein by the Arrangers or the use or intended use of the proceeds thereof, any amendments, waivers or consents with respect to any provision of this Agreement or any of the other Credit Documents, or any enforcement of any of the Credit Documents (including any sale of, collection from, or other realization upon any of the Collateral or the enforcement of the Obligations Guarantee)), (b) any commitment or engagement letter (and any related fee letter) delivered by any Agent, any Arranger or any Lender to the Borrower or any of its Affiliates with respect to the transactions contemplated by this Agreement or (c) any Environmental Claim or any manufacture, use, generation, storage, transportation, handling, treatment, recycling, disposal, Release, or threatened Release of any Hazardous Materials, in each case relating to or arising from, directly or indirectly, any Facility or any past or present activity, operation, land ownership, or practice of Holdings or any Subsidiary.

"**Indemnitee**" as defined in Section 10.3.

"**Insurance Event**" means any casualty or other insured damage to all or any part of any assets of Holdings or any Subsidiary.

"**Intellectual Property**" as defined in the Pledge and Security Agreement.

"**Intellectual Property Security Agreements**" as defined in the Pledge and Security Agreement.

"**Intercompany Note**" means a promissory note substantially in the form of Exhibit I.

"**Intercreditor Agreement**" means (a) in the case of Second Lien Indebtedness in the form of second lien secured loans, an Intercreditor Agreement substantially in the form of Exhibit J, among the Collateral Agent and each administrative agent, collateral agent and/or any similar representative acting on behalf of the holders of such Second Lien Indebtedness, with such amendments or modifications thereto as may be approved by the Collateral Agent, and (b) in the case of any Second Lien Indebtedness in the form of second lien secured notes, an intercreditor agreement in form customary for second lien secured note issuances at the time of the incurrence of such Second Lien Indebtedness, provided that such intercreditor agreement shall not be less favorable to the interests of the Lenders and the other Secured Parties than the intercreditor agreement referred to in clause (a) above, and provided further that the Administrative Agent shall have received evidence reasonably satisfactory to it that the requirements of this clause (b) with respect to such intercreditor agreement have been satisfied (provided that a certificate of an Authorized Officer of Holdings delivered to the Administrative Agent at least five Business Days prior to the proposed date of such intercreditor agreement, together with a draft of such intercreditor agreement, stating that Holdings has determined in good faith that such intercreditor agreement satisfies the requirements of this clause (b), shall be conclusive evidence that such intercreditor agreement satisfies such requirements unless the Administrative Agent notifies Holdings within such five Business Day period that it disagrees

with such determination (including a reasonable description of the basis upon which it disagrees)).

"**Interest Coverage Ratio**" means the ratio, as of the last day of any Fiscal Quarter, of (a) Consolidated Adjusted EBITDA for the period of four consecutive Fiscal Quarters then ended to (b) Consolidated Interest Expense for the period of four consecutive Fiscal Quarters then ended.

"**Interest Payment Date**" means (a) with respect to any Loan that is a Base Rate Loan, March 31, June 30, September 30 and December 31 of each year, commencing on the first such date to occur after the Closing Date, and (b) with respect to any Loan that is a Eurodollar Rate Loan, the last day of each Interest Period applicable to such Loan and, in the case of any Interest Period of longer than three months' duration, each date that is three months, or an integral multiple thereof, after the commencement of such Interest Period.

"**Interest Period**" means, with respect to any Eurodollar Rate Borrowing, the period commencing on the date of such Borrowing and ending on the numerically corresponding day in the calendar month that is one, two, three or six months thereafter (or, in the case of any Eurodollar Rate Borrowing of any Class, such other period thereafter as shall have been consented to by each Lender of such Class), as selected by the Borrower in the applicable Funding Notice or Conversion/Continuation Notice; provided that (a) if an Interest Period would otherwise end on a day that is not a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless no succeeding Business Day occurs in such month, in which case such Interest Period shall end on the immediately preceding Business Day, (b) any Interest Period that commences on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall, subject to clause (c) below, end on the last Business Day of the last calendar month of such Interest Period and (c) notwithstanding anything to the contrary in this Agreement, no Interest Period for a Eurodollar Rate Borrowing of any Class may extend beyond the Maturity Date for Borrowings of such Class. For purposes hereof, the date of a Eurodollar Rate Borrowing shall initially be the date on which such Borrowing is made and thereafter shall be the effective date of the most recent conversion or continuation of such Borrowing.

"**Interest Rate Agreement**" means any interest rate swap agreement, interest rate cap agreement, interest rate collar agreement, interest rate hedging agreement or other similar agreement or arrangement.

"**Interest Rate Determination Date**" means, with respect to any Interest Period, the date that is two Business Days prior to the first day of such Interest Period.

"**Internal Revenue Code**" means the Internal Revenue Code of 1986, as amended.

"**Internal Revenue Service**" means the United States Internal Revenue Service.

"**Investment**" means, with respect to a specified Person, any Equity Interests, evidences of Indebtedness or other Securities (including any option, warrant or other right to acquire any of the foregoing) of, any capital contribution or loans or advances (other than

advances made in the ordinary course of business that would be recorded as accounts receivable on the balance sheet of the specified Person prepared in conformity with GAAP) to, any Guarantees of any Indebtedness or other obligations of, any other Person that are held or made by the specified Person. The amount, as of any date of determination, of (a) any Investment in the form of a loan or an advance shall be the principal amount thereof outstanding on such date, without any adjustment for write-downs or write-offs (including as a result of forgiveness of any portion thereof) with respect to such loan or advance after the date thereof, (b) any Investment in the form of a Guarantee shall be determined in accordance with the definition of the term "Guarantee", (c) any Investment by the specified Person in the form of a purchase or other acquisition for value of any Equity Interests, evidences of Indebtedness or other securities of any other Person shall be the fair value (as determined reasonably and in good faith by the chief financial officer of Holdings) of the consideration therefor (including any Indebtedness assumed in connection therewith), plus the fair value (as so determined) of all additions, as of such date of determination, thereto, and minus the amount, as of such date of determination, of any portion of such Investment repaid to the investor in cash as a repayment of principal or a return of capital, as the case may be, but without any other adjustment for increases or decreases in value of, or write-ups, write-downs or write-offs with respect to, such Investment after the time of such Investment, and (d) any Investment in the form of a capital contribution shall be the fair value (as determined reasonably and in good faith by the chief financial officer of Holdings) of the property contributed thereby as of the time thereof.

"**IPO**" means the initial underwritten public offering of common units representing limited partner interests in Holdings pursuant to the Registration Statement.

"**Issuance Notice**" means an Issuance Notice substantially in the form of Exhibit K.

"**Issuing Bank**" means (a) Fifth Third Bank and (b) any other Revolving Lender that shall have become an Issuing Bank as provided in Section 2.3(i), other than any such Person that shall have ceased to be an Issuing Bank as provided in such Section, each in its capacity as an issuer of Letters of Credit hereunder.

"**Junior Priority Indebtedness**" means any Indebtedness permitted by Section 6.1(a)(ix), 6.1(a)(x) and 6.1(a)(xi).

"**Landlord Consent and Estoppel**" means, with respect to any Leasehold Property, a letter, certificate or other instrument in writing from the lessor under the related lease, pursuant to which, among other things, the landlord consents to the granting of a Mortgage on such Leasehold Property by the applicable Credit Party tenant in favor of the Collateral Agent pursuant to the Collateral Documents. Each Landlord Consent and Estoppel shall be in form and substance reasonably satisfactory to the Collateral Agent and shall be sufficient for the Collateral Agent to obtain a title insurance policy with respect to such Mortgage.

"**Landlord Personal Property Collateral Access Agreement**" means, with respect to any Leasehold Property, any landlord waiver or other agreement between the Collateral Agent and any landlord for such Leasehold Property. Each Landlord Personal

Property Collateral Access Agreement shall be in form and substance reasonably satisfactory to the Collateral Agent.

"**Leasehold Property**" means, as of any time of determination, any leasehold interest then owned by any Credit Party in any leased real property.

"**Lender**" means each Person listed on the signature pages hereto as a Lender, and any other Person that shall have become a party hereto pursuant to an Assignment Agreement or an Incremental Facility Agreement, other than any such Person that shall have ceased to be a party hereto pursuant to an Assignment Agreement.

"**Letter of Credit**" means a commercial or standby letter of credit issued or to be issued by any Issuing Bank pursuant to this Agreement.

"**Letter of Credit Usage**" means, at any time, the sum of (a) the maximum aggregate amount that is, or at any time thereafter pursuant to the terms thereof may become, available for drawing under all Letters of Credit outstanding at such time and (b) the aggregate amount of all drawings under Letters of Credit honored by the Issuing Banks and not theretofore reimbursed by the Borrower.

"**Leverage Ratio**" means, as of any date of determination, the ratio of (a) Consolidated Total Debt as of such date to (b) Consolidated Adjusted EBITDA for the period of four consecutive Fiscal Quarters ended on such date (or, if such date is not the last day of a Fiscal Quarter, most recently prior to such date). For purposes of determining compliance with the covenant set forth in Section 6.7(b) as of the last day of any Fiscal Quarter, the aggregate amount of Unrestricted Cash and Cash Equivalents of the Credit Parties as of the last day of such Fiscal Quarter determined for purposes of clause (b) of the definition of the term "Consolidated Total Debt" shall be reduced by the aggregate amount of the Restricted Payments made by Holdings in reliance on Section 6.4(a)(ix) or 6.4(a)(x) during the period commencing on the day immediately succeeding the last day of such Fiscal Quarter and ending on the date on which the Administrative Agent shall have received the Compliance Certificate pursuant to Section 5.1(c) with respect to such Fiscal Quarter. For purposes of calculating the Leverage Ratio pursuant to Section 2.23, 6.1(a)(ix) or 6.1(a)(xi), the amount deducted pursuant to clause (b) of the definition of the term "Consolidated Total Debt" in the calculation of Consolidated Total Debt shall not include any proceeds of any Indebtedness incurred in reliance thereon and in respect of which such calculation is being made.

"**Lien**" means (a) any lien, mortgage, pledge, assignment, security interest, charge or encumbrance of any kind (including any agreement to give any of the foregoing, any conditional sale or other title retention agreement, and any lease or license in the nature thereof) and any option, trust or other preferential arrangement having the practical effect of any of the foregoing and (b) in the case of Securities, any purchase option, call or similar right of a third party with respect to such Securities.

"**Linde Supply Agreement**" means the Amended and Restated On-Site Product Supply Agreement between Linde, Inc. (formerly known as The BOC Group, Inc.), a Delaware corporation, and the Borrower.

"**Loan**" means a Revolving Loan, a Tranche B Term Loan or an Incremental Term Loan of any Series.

"**Loan Modification Agreement**" means a Loan Modification Agreement, in form and substance reasonably satisfactory to the Administrative Agent, among Holdings, the Borrower, the Administrative Agent and one or more Accepting Lenders, effecting one or more Permitted Amendments and such other amendments hereto and to the other Credit Documents as are contemplated by Section 2.24.

"**Loan Modification Offer**" as defined in Section 2.24(a).

"**Major Scheduled Turnaround**" means any scheduled shutdown for a period of at least seven consecutive days of the Coffeyville Facility primarily for purposes of conducting maintenance; provided that such scheduled shutdown is the first or the second such scheduled shutdown in any period of 24 consecutive months.

"**Major Scheduled Turnaround Expenses**" means, for any period, expenses incurred by Holdings or any Subsidiary during such period to complete any Major Scheduled Turnaround occurring during such period, but only to the extent such expenses reduce Consolidated Net Income for such period.

"**Margin Stock**" as defined in Regulation U of the Board of Governors.

"**Material Acquisition**" means any acquisition, or a series of related acquisitions, whether by purchase, merger or otherwise, of Equity Interests in, or all or substantially all of the assets of, or all or substantially all of the assets constituting a business unit, division or line of business of, any Person, if the Acquisition Consideration therefor exceeds $25,000,000 in the aggregate.

"**Material Adverse Effect**" means a material adverse effect on (a) the business, results of operations, assets, liabilities or condition (financial or otherwise) of Holdings and the Subsidiaries taken as a whole, (b) the ability of any Credit Party to fully and timely perform its obligations under the Credit Documents, (c) the legality, validity, binding effect or enforceability against any Credit Party of a Credit Document to which it is a party or (d) the rights, remedies and benefits available to, or conferred upon, any Agent, any Lender or any Secured Party under any Credit Document.

"**Material Contract**" means any Contractual Obligation of Holdings or any Subsidiary (a) that is related to the purchase of raw materials used in the production of the products of Holdings and the Subsidiaries, the distribution and transportation of such products, the sale of such products to customers and the purchase of electricity, water and other utilities for any Facilities in which such products are produced and (b) with respect to which a breach, nonperformance, cancelation, expiration or failure to renew could reasonably be expected to have a Material Adverse Effect.

"**Material Disposition**" means any sale, transfer or other disposition, or a series of related sales, transfers or other dispositions, of any assets, if the gross proceeds received therefrom exceed $25,000,000 in the aggregate.

"**Material Indebtedness**" means Indebtedness (other than the Loans and Guarantees under the Credit Documents), or obligations in respect of one or more Hedge Agreements, of any one or more of Holdings and the Subsidiaries in an aggregate principal amount of $15,000,000 or more. For purposes of determining Material Indebtedness, the "principal amount" of the obligations of Holdings or any Subsidiary in respect of any Hedge Agreement at any time shall be the maximum aggregate amount (giving effect to any netting agreements) that Holdings or such Subsidiary would be required to pay if such Hedge Agreement were terminated at such time.

"**Material Real Estate Asset**" means (a) each fee-owned Real Estate Asset set forth on Schedule 4.12, (b) each other fee-owned Real Estate Asset having a fair market value equal to or in excess of $5,000,000 as of the date of the acquisition thereof, (c) each Leasehold Property to the extent such Leasehold Property is material to the business or operations of Holdings and the Subsidiaries, taken as a whole, and could not readily be replaced with a comparable Leasehold Property on terms not materially less favorable to the lessee and (d) each other fee-owned Real Estate Asset or Leasehold Property which the Collateral Agent or the Requisite Lenders have determined to be material to the business, results of operations, assets, liabilities or condition (financial or otherwise) of Holdings and the Subsidiaries, taken as a whole.

"**Maturity Date**" means the Revolving Maturity Date, the Tranche B Term Loan Maturity Date or the Incremental Term Loan Maturity Date with respect to the Incremental Term Loans of any Series, as the context requires.

"**Moody's**" means Moody's Investor Service, Inc., or any successor to its ratings agency business.

"**Mortgage**" means a mortgage, deed of trust, assignment of leases and rents or other security document granting a Lien on any Material Real Estate Asset in favor of the Collateral Agent, for the benefit of the Secured Parties, as security for the Obligations. Each Mortgage shall be in form and substance reasonably satisfactory to the Collateral Agent.

"**Multiemployer Plan**" means any Employee Benefit Plan that is a "multiemployer plan" as defined in Section 3(37) of ERISA.

"**NAIC**" means The National Association of Insurance Commissioners, or any successor thereto.

"**Net Proceeds**" means, with respect to any event, (a) the Cash (which term, for purposes of this definition, shall include Cash Equivalents) proceeds received in respect of such event, including any Cash received in respect of any non-cash proceeds, but only as and when received, net of (b) the sum, without duplication, of (i) all reasonable fees and out-of-pocket expenses (including any underwriting discounts and commissions) paid in connection with such event by Holdings or any Subsidiary to Persons that are not Affiliates of Holdings or any Subsidiary and (ii) in the case of any Asset Sale, (A) the amount of all payments required to be made by Holdings and the Subsidiaries as a result of such event to repay Indebtedness (other than Loans or any Indebtedness permitted by Section 6.1(a)(x) or 6.1(a)(xi)) secured by the

assets subject thereto and (B) the amount of all taxes paid (or reasonably estimated to be payable) by Holdings or any Subsidiary, and the amount of any reserves established by Holdings or any Subsidiary in conformity with GAAP to fund purchase price adjustment, indemnification and similar contingent liabilities reasonably estimated to be payable, in each case during the year that such event occurred or the next succeeding year and that are directly attributable to the occurrence of such Asset Sale (as determined reasonably and in good faith by the chief financial officer of Holdings). For purposes of this definition, in the event any contingent liability reserve established with respect to any event as described in clause (b)(ii)(B) above shall be reduced, the amount of such reduction shall, except to the extent such reduction is made as a result of a payment having been made in respect of the contingent liabilities with respect to which such reserve has been established, be deemed to be receipt, on the date of such reduction, of Cash proceeds in respect of such event.

"**Non-Consenting Lender**" as defined in Section 2.22.

"**Non-Defaulting Lender**" means, at any time, each Revolving Lender that is not a Defaulting Lender at such time.

"**Non-Public Information**" means information that has not been disseminated in a manner making it available to investors generally, within the meaning of Regulation FD.

"**Non-US Lender**" as defined in Section 2.19(c).

"**Note**" means a promissory note substantially in the form of Exhibit M.

"**Obligations**" means (a) all obligations of every nature of each Credit Party under this Agreement and the other Credit Documents, whether for principal, interest (including interest that, but for the filing of a petition in bankruptcy with respect to such Credit Party, would have accrued on any such obligation, whether or not a claim is allowed against such Credit Party for such interest in the related bankruptcy proceeding), reimbursement of amounts drawn under Letters of Credit, fees, expenses, indemnification or otherwise, (b) all Specified Hedge Obligations and (c) all Specified Cash Management Obligations.

"**Obligations Guarantee**" means the Guarantee of the Obligations created under Section 7.

"**Obligee Guarantor**" as defined in Section 7.7.

"**Off-Balance Sheet Liabilities**" of any Person means (a) any repurchase obligation or liability of such Person with respect to accounts or notes receivable sold by such Person, (b) any liability of such Person under any sale and leaseback transactions that does not create a liability on the balance sheet of such Person, (c) any obligation under a Synthetic Lease or (d) any obligation arising with respect to any other transaction which is the functional equivalent of or takes the place of borrowing but which does not constitute a liability on the balance sheet of such Person (but excluding, for the avoidance of doubt, any operating leases).

"**Organizational Documents**" means (a) with respect to any corporation or company, its certificate or articles of incorporation, organization or association, as amended, and

its bylaws, as amended, (b) with respect to any limited partnership, its certificate or declaration of limited partnership, as amended, and its partnership agreement, as amended, (c) with respect to any general partnership, its partnership agreement, as amended, and (d) with respect to any limited liability company, its certificate of formation or articles of organization, as amended, and its operating agreement, as amended. In the event any term or condition of this Agreement or any other Credit Document requires any Organizational Document to be certified by a secretary of state or similar governmental official, the reference to any such "Organizational Document" shall only be to a document of a type customarily certified by such governmental official.

"**Other Taxes**" means any and all present or future stamp or documentary Taxes or any other excise or property Taxes, charges or similar levies (and interest, fines, penalties and additions related thereto) arising from any payment made hereunder or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement or any other Credit Document.

"**Participant Register**" as defined in Section 10.6(g).

"**Partnership Agreement**" means the Second Amended and Restated Agreement of Limited Partnership of Holdings dated as of April 13, 2011.

"**PATRIOT Act**" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (Title III of Pub. L. 107-56).

"**PBGC**" means the Pension Benefit Guaranty Corporation, or any successor thereto.

"**Pension Plan**" means any Employee Benefit Plan, other than a Multiemployer Plan, that is subject to Section 412 of the Internal Revenue Code or Section 302 of ERISA.

"**Permitted Acquisition**" means any acquisition by the Borrower or any of its Subsidiaries, whether by purchase, merger or otherwise, of Equity Interests in, or all or substantially all of the assets of, or all or substantially all of the assets constituting a business unit, division or line of business of, any other Person; provided that

(a) immediately prior to and after giving effect thereto, no Default or Event of Default shall have occurred and be continuing or would result therefrom;

(b) all transactions in connection therewith shall be consummated, in all material respects, in accordance with all applicable laws and in conformity with all applicable Governmental Authorizations, and such acquisition shall not be preceded by, or consummated pursuant to, an unsolicited tender offer or proxy contest;

(c) (i) in the case of an acquisition of the Equity Interests in any Person, such Person (including each Subsidiary of such Person) becomes a wholly owned Subsidiary of the Borrower, and (ii) in the case of an acquisition of all or substantially all the assets of, or all or substantially all the assets constituting a business unit, division or line of business of, any Person, such assets are acquired by the Borrower or a wholly owned Subsidiary of the Borrower;

(d) all actions required to be taken with respect to such Person, or such assets, as the case may be, in order to satisfy the requirements set forth in the definition of the term "Collateral and Guarantee Requirement" shall have been taken (or arrangements for the taking of such actions satisfactory to the Collateral Agent shall have been made);

(e) Holdings shall be in compliance with the financial covenants set forth in Section 6.7 on a pro forma basis (determined in accordance with Section 1.2(b)) after giving effect to such acquisition as of the last day of the Fiscal Quarter most recently ended on or prior to the date of the consummation thereof for which financial statements are available (provided that, for purposes of determining the Leverage Ratio under Section 6.7(b), Consolidated Total Debt shall be determined on a pro forma basis as of the date of the consummation thereof);

(f) the business of any such acquired Person, or such acquired assets, as the case may be, constitute a business permitted under Section 6.11;

(g) Consolidated Adjusted EBITDA for the period of four consecutive Fiscal Quarters most recently ended on or prior to the date of the consummation of such acquisition for which financial statements are available, calculated on a pro forma basis (determined in accordance with Section 1.2(b)) to give effect thereto as if it had been consummated on the first day of such period, shall not be less than the historical Consolidated Adjusted EBITDA for such period;

(h) after giving effect to such acquisition, the sum of (i) the amount of the excess of the total Revolving Commitments over the Total Utilization of Revolving Commitments and (ii) the aggregate amount of Unrestricted Cash and Cash Equivalents of Holdings and the Subsidiaries shall be at least $20,000,000; and

(i) if the Acquisition Consideration for such acquisition shall be $10,000,000 or more, the Administrative Agent shall have received a certificate of the chief financial officer of Holdings certifying that the foregoing requirements have been met with respect thereto, together with reasonably detailed calculations in support thereof.

"**Permitted Amendment**" means an amendment to this Agreement and the other Credit Documents, effected in connection with a Loan Modification Offer pursuant to Section 2.24, providing for an extension of the Maturity Date applicable to the Loans and/or Commitments of the Accepting Lenders and, in connection therewith, (a) an increase in the Applicable Margin with respect to the Loans and/or Commitments of the Accepting Lenders and/or (b) an increase in the fees payable to, or the inclusion of new fees to be payable to, the Accepting Lenders.

"**Permitted Encumbrances**" means:

(a) Liens imposed by law for Taxes that are not yet due or are being contested in compliance with Section 5.3;

(b) Liens in respect of assets of Holdings or any Subsidiary imposed by law and arising in the ordinary course of business, including carriers', warehousemen's, mechanics', materialmen's, repairmen's and other similar Liens (other than any Lien imposed pursuant to

Section 430(k) of the Internal Revenue Code or Section 303(k) of ERISA or a violation of Section 436 of the Internal Revenue Code), and (i) that do not in the aggregate materially impair the value of such assets or materially impair the use thereof in the operation of the business of Holdings or such Subsidiary or (ii) that are being contested in good faith by appropriate proceedings, which proceedings have the effect of preventing the forfeiture or sale of the assets subject to any such Lien;

(c) pledges and deposits made (i) in the ordinary course of business in compliance with workers' compensation, unemployment insurance and other social security laws and (ii) in respect of letters of credit, bank guarantees or similar instruments issued for the account of Holdings or any Subsidiary in the ordinary course of business supporting obligations of the type set forth in clause (i) above;

(d) pledges and deposits made (i) to secure the performance of bids, trade contracts, leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature and (ii) in respect of letters of credit, bank guarantees or similar instruments issued for the account of Holdings or any Subsidiary supporting obligations of the type set forth in clause (i) above;

(e) judgment liens in respect of judgments that do not constitute an Event of Default under Section 8.1(h);

(f) easements, zoning restrictions, rights-of-way and similar encumbrances on real property imposed by law or arising in the ordinary course of business that do not secure any monetary obligations and do not materially impair the value of the affected property or interfere in any material respect with the use of the property or the ordinary conduct of business of Holdings or any Subsidiary;

(g) banker's liens, rights of setoff or similar rights and remedies as to deposit accounts or other funds maintained with depository institutions; provided that such deposit accounts or funds are not established or deposited for the purpose of providing collateral for any Indebtedness and are not subject to restrictions on access by Holdings or any Subsidiary in excess of those required by applicable banking regulations;

(h) Liens arising by virtue of UCC financing statement filings (or similar filings under applicable law) regarding operating leases entered into by Holdings and the Subsidiaries in the ordinary course of business;

(i) Liens (i) arising in the ordinary course of business in connection with the purchase or shipment of goods or assets (or any related assets or proceeds thereof), which Liens are in favor of the seller or shipper of such goods or assets and only attach to such goods or assets, and (ii) in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods;

(j) Liens representing any interest or title of a licensor, lessor or sublicensor or sublessor, or a licensee, lessee or sublicensee or sublessee, in the property subject to any lease, license or sublicense or concession agreement permitted by this Agreement;

(k) Liens that are contractual rights of set-off; and

(l) Liens arising in connection with any conditional sale, title retention, consignment or other similar arrangement for the sale of goods entered into by Holdings or any Subsidiary in the ordinary course of business to the extent such Liens do not attach to any assets other than the goods subject to such arrangements;

provided that the term "Permitted Encumbrances" shall not include any Lien securing Indebtedness.

"**Permitted Holder**" means CVR Energy and its wholly owned Subsidiaries.

"**Permitted Incremental Amount**" means, at any time, $50,000,000 less the sum of (a) the aggregate amount of Incremental Term Loan Commitments established prior to such time, (b) the aggregate amount of Incremental Revolving Commitments established prior to such time and (c) the aggregate principal amount of Indebtedness incurred prior to such time in reliance on Section 6.1(a)(x).

"**Permitted Lien**" means any Lien permitted by Section 6.2.

"**Person**" means natural persons, corporations, limited partnerships, general partnerships, limited liability companies, limited liability partnerships, joint stock companies, joint ventures, associations, companies, trusts, banks, trust companies, land trusts, business trusts or other organizations, whether or not legal entities, and Governmental Authorities.

"**Platform**" means IntraLinks/IntraAgency, SyndTrak or another similar website or other information platform.

"**Pledge and Security Agreement**" means the Pledge and Security Agreement to be executed by the Credit Parties substantially in the form of Exhibit L.

"**Prime Rate**" means the rate of interest quoted in the print edition of *The Wall Street Journal*, Money Rates Section as the Prime Rate (currently defined as the base rate on corporate loans posted by at least 75% of the nation's 30 largest banks), as in effect from time to time. The Prime Rate is a reference rate and does not necessarily represent the lowest or best rate actually charged to any customer. Any Agent and any Lender may make commercial loans or other loans at rates of interest at, above or below the Prime Rate.

"**Projections**" means the projections of Holdings and the Subsidiaries for the Fiscal Year 2011 through and including the Fiscal Year 2015.

"**Pro Rata Share**" means, with respect to any Lender, at any time, (a) when used in reference to payments, computations and other matters relating to the Tranche B Term Loans or Tranche B Term Borrowings, the percentage obtained by dividing (i) the Tranche B Term Loan Exposure of such Lender at such time by (ii) the aggregate Tranche B Term Loan Exposure of all the Lenders at such time, (b) when used in reference to payments, computations and other matters relating to the Revolving Commitments, Revolving Loans or Revolving Borrowings, the Letters of Credit or participations therein or the Letter of Credit Usage, the percentage obtained

by dividing (i) the Revolving Commitment of such Lender at such time by (ii) the aggregate Revolving Commitments of all the Lenders at such time, provided that if the Revolving Commitments have terminated or expired, the Pro Rata Share under this clause (c) shall be determined based upon the Revolving Commitments most recently in effect, giving effect to any assignments, (d) when used in reference to payments, computations and other matters relating to Incremental Term Loan Commitments, Incremental Term Loans or Incremental Term Borrowings of any Series, the percentage obtained by dividing (i) the Incremental Term Loan Exposure of such Lender with respect to such Series at such time by (ii) the aggregate Incremental Term Loan Exposure of all the Lenders with respect to such Series at such time, and (e) when used in reference to any other purpose (including Section 9.6), the percentage obtained by dividing (i) an amount equal to the sum of the Tranche B Term Loan Exposure, the Revolving Commitments and the Incremental Term Loan Exposure of such Lender at such time by (ii) an amount equal to the sum of the aggregate Tranche B Term Loan Exposure, the aggregate Revolving Commitments and the aggregate Incremental Term Loan Exposure of all the Lenders at such time; provided that if the Revolving Commitments have terminated or expired, the Pro Rata Share under this clause (e) shall be determined based upon the Revolving Commitments most recently in effect, giving effect to any assignments.

"**Public Lenders**" means Lenders that do not wish to receive material Non-Public Information with respect to Holdings, the Subsidiaries or their Securities.

"**Qualifying Lender**" as defined in Section 2.12(c)(iv).

"**Qualifying Bids**" as defined in Section 2.12(c)(iii).

"**Real Estate Asset**" means any interest (fee, leasehold or otherwise) owned by any Credit Party in any real property.

"**Record Document**" means, with respect to any Leasehold Property, (a) the lease evidencing such Leasehold Property or a memorandum thereof, executed and acknowledged by the owner of the affected real property, as lessor, or (b) if such Leasehold Property was acquired or subleased from the holder of a Recorded Leasehold Interest, the applicable assignment or sublease document, executed and acknowledged by such holder, in each case in form sufficient to give constructive notice upon recordation and otherwise in form reasonably satisfactory to the Collateral Agent.

"**Recorded Leasehold Interest**" means a Leasehold Property with respect to which a Record Document has been recorded in all places necessary or desirable, in the Collateral Agent's reasonable judgment, to give constructive notice of such Leasehold Property to third-party purchasers and encumbrances of the real property that is the subject of such Leasehold Property.

"**Refinancing Indebtedness**" means, in respect of any Indebtedness (the "**Original Indebtedness**"), any Indebtedness that extends, renews or refinances such Original Indebtedness (or any Refinancing Indebtedness in respect thereof); provided that (a) the principal amount of such Refinancing Indebtedness shall not exceed the principal amount of such Original Indebtedness except by an amount not greater than accrued and unpaid interest with respect to

such Original Indebtedness; (b) the stated final maturity of such Refinancing Indebtedness shall not be earlier, and the weighted average life to maturity of such Refinancing Indebtedness shall not be shorter, than that of such Original Indebtedness, and such stated final maturity shall not be subject to any conditions that could result in such stated final maturity occurring on a date that precedes the stated final maturity of such Original Indebtedness; (c) such Refinancing Indebtedness shall not be required to be repaid, prepaid, redeemed, repurchased or defeased, whether on one or more fixed dates, upon the occurrence of one or more events or at the option of any holder thereof (except, in each case, upon the occurrence of an event of default or a change in control or as and to the extent such repayment, prepayment, redemption, repurchase or defeasance would have been required pursuant to the terms of such Original Indebtedness) prior to the earlier of (i) the maturity of such Original Indebtedness and (ii) the date 91 days after the latest Maturity Date in effect on the date of such extension, renewal or refinancing, provided that, notwithstanding the foregoing, scheduled amortization payments (however denominated) of such Refinancing Indebtedness shall be permitted so long as the weighted average life to maturity of such Refinancing Indebtedness shall be longer than the shorter of (A) the weighted average life to maturity of such Original Indebtedness remaining as of the date of such extension, renewal or refinancing and (B) the weighted average life to maturity of each Class of the Term Loans remaining as of the date of such extension, renewal or refinancing; (d) such Refinancing Indebtedness shall not constitute an obligation (including pursuant to a Guarantee) of any Subsidiary that shall not have been (or, in the case of after-acquired Subsidiaries, shall not have been required to become) an obligor in respect of such Original Indebtedness, and shall not constitute an obligation of Holdings if Holdings shall not have been an obligor in respect of such Original Indebtedness, and, in each case, shall constitute an obligation of such Subsidiary or of Holdings only to the extent of their obligations in respect of such Original Indebtedness; (e) if such Original Indebtedness shall have been subordinated to the Obligations, such Refinancing Indebtedness shall also be subordinated to the Obligations on terms not less favorable in any material respect to the Lenders; and (f) such Refinancing Indebtedness shall not be secured by any Lien on any asset other than the assets that secured such Original Indebtedness (or would have been required to secure such Original Indebtedness pursuant to the terms thereof) or, in the event Liens securing such Original Indebtedness shall have been contractually subordinated to any Lien securing the Obligations pursuant to an Intercreditor Agreement, by any Lien that shall not have been contractually subordinated to at least the same extent pursuant to an Intercreditor Agreement.

"**Refinery Company**" means Coffeyville Resources Refining & Marketing, LLC, a Delaware limited liability company.

"**Register**" as defined in Section 2.6(b).

"**Registration Statement**" means the registration statement on Form S-1 (No. 333-171270), including the prospectus forming a part thereof, filed by Holdings with the SEC and declared effective under the Securities Act.

"**Regulation D**" means Regulation D of the Board of Governors.

"**Regulation FD**" means Regulation FD as promulgated by the SEC under the Securities Act and Exchange Act.

"**Reimbursement Date**" as defined in Section 2.3(d).

"**Related Fund**" means, with respect to any Lender that is an investment fund, any other investment fund that invests in commercial loans and that is managed or advised by the same investment advisor as such Lender or by an Affiliate of such investment advisor.

"**Related Parties**" means, with respect to any Person, such Person's Affiliates and the directors, officers, partners, members, trustees, employees, controlling persons, agents and advisors of such Person and of such Person's Affiliates.

"**Related Transactions**" means (a) the Exchange, (b) the IPO, (c) the Coffeyville Resources Distribution, (d) the CVR Energy Debt Release and (e) the IDR Purchase.

"**Release**" means, whether in the past, present or future, actively or passively disposing, discharging, injecting, spilling, disposing, dispensing, pumping, leaking, leaching, dumping, emitting, escaping, emptying, pouring, seeping, migrating or the like, at, on, through, into or upon any land or water or air, or otherwise entering into the environment.

"**Replacement Lender**" as defined in Section 2.22.

"**Reply Amount**" as defined in Section 2.12(c)(ii).

"**Reply Discount**" as defined in Section 2.12(c)(ii).

"**Requisite Lenders**" means, at any time, Lenders having or holding Revolving Exposure, unused Revolving Commitments, Tranche B Term Loan Exposure and Incremental Term Loan Exposure representing more than 50% of the sum of the Revolving Exposure, unused Revolving Commitments, Tranche B Term Loan Exposure and Incremental Term Loan Exposure of all the Lenders at such time. For purposes of this definition, (a) the amount of Revolving Exposure, unused Revolving Commitments, Tranche B Term Loan Exposure and Incremental Term Loan Exposure shall be determined by excluding the Revolving Exposure, unused Revolving Commitment, Tranche B Term Loan Exposure and Incremental Term Loan Exposure of any Defaulting Lender and (b) the amount of Tranche B Term Loan Exposure and Incremental Term Loan Exposure shall be determined by excluding the Tranche B Term Loan Exposure and Incremental Term Loan Exposure of any Affiliated Lender.

"**Restricted**" means, when used in reference to Cash or Cash Equivalents of any Person, that such Cash or Cash Equivalents (a) appear (or would be required to appear) as "restricted" on a consolidated balance sheet of such Person prepared in conformity with GAAP (unless such classification results from any Lien referred to in the parenthetical set forth in clause (b) below), (b) are controlled by or subject to any Lien or other preferential arrangement in favor of any creditor (including any counterparty under a Hedge Agreement) (other than (i) Liens created under the Credit Documents, (ii) Liens constituting Permitted Encumbrances of the type referred to in clause (g) of the definition of such term and (iii) Liens permitted under Section 6.2(o)) or (c) are not otherwise generally available for use by such Person.

"**Restricted Payment**" means (a) any dividend or other distribution, direct or indirect (whether in Cash, Securities or other property), with respect to any Equity Interests in

Holdings or any Subsidiary, (b) any payment, direct or indirect (whether in Cash, Securities or other property), including any sinking fund or similar deposit, on account of any redemption, retirement, purchase, acquisition, cancelation or termination of, or any other return of capital with respect to, any Equity Interests in Holdings or any Subsidiary or (c) any management or similar fees payable to the General Partner. For purposes hereof, any payment of the type referred to in clause (b) above that is made by the General Partner shall be deemed to be a Restricted Payment made by Holdings or a Subsidiary to the extent Holdings or such Subsidiary is required, pursuant to any CVR Intercompany Agreement or otherwise, to reimburse or otherwise compensate the General Partner or any other CVR Energy Entity for such payment. Except as provided in the immediately preceding sentence, no payment made by Holdings to the General Partner to reimburse, in accordance with the Partnership Agreement, the General Partner for expenses incurred or payments made by the General Partner on behalf of Holdings or other expenses reasonably incurred by the General Partner in connection with operating the business of Holdings shall be deemed to be a Restricted Payment, provided that such payment is recognized by Holdings as an expense in the consolidated statement of operations of Holdings and the Subsidiaries for the period in which made.

"**Return Bid**" as defined in Section 2.12(c)(ii).

"**Revolving Borrowing**" means a Borrowing comprised of Revolving Loans.

"**Revolving Commitment**" means, with respect to any Lender, the commitment, if any, of such Lender to make Revolving Loans and to acquire participations in Letters of Credit hereunder, expressed as an amount representing the maximum aggregate permitted amount of such Lender's Revolving Exposure hereunder. The initial amount of each Lender's Revolving Commitment, if any, is set forth on Schedule 2.1 or in the Assignment Agreement or Incremental Facility Agreement pursuant to which such Lender shall have assumed or established its Revolving Commitment, subject to any increase or reduction pursuant to the terms and conditions hereof. The aggregate amount of the Revolving Commitments as of the Closing Date is $25,000,000.

"**Revolving Commitment Period**" means the period from the Closing Date to but excluding the Revolving Commitment Termination Date.

"**Revolving Commitment Termination Date**" means the earlier to occur of (a) the Revolving Maturity Date and (b) the date on which all the Revolving Commitments are terminated or permanently reduced to zero pursuant to Section 2.12(b) or 8.1.

"**Revolving Exposure**" means, with respect to any Lender at any time, the sum of (a) the aggregate outstanding principal amount of the Revolving Loans of such Lender at such time and (b) such Lender's Pro Rata Share of the Letter of Credit Usage at such time.

"**Revolving Lender**" means a Lender with a Revolving Commitment or Revolving Exposure.

"**Revolving Loan**" means a loan made by a Lender to the Borrower pursuant to Section 2.2(a).

"**Revolving Maturity Date**" means the date that is the five year anniversary of the Closing Date.

"**Sale/Leaseback Transaction**" means an arrangement relating to property owned by Holdings or any Subsidiary whereby Holdings or such Subsidiary sells or transfers such property to any Person and Holdings or any Subsidiary leases such property, or other property that it intends to use for substantially the same purpose or purposes as the property sold or transferred, from such Person or its Affiliates.

"**S&P**" means Standard & Poor's Ratings Service, a division of The McGraw-Hill Companies, Inc., or any successor to its rating agency business.

"**SEC**" means the United States Securities and Exchange Commission, or any successor thereto.

"**Second Lien Indebtedness**" means any Indebtedness of the Borrower, and Guarantees thereof by any Guarantor, provided that (a) the stated final maturity of such Indebtedness shall not be earlier than 91 days after the latest Maturity Date in effect at the time such Indebtedness is incurred, and such stated final maturity shall not be subject to any conditions that could result in such stated final maturity occurring on a date that precedes the date that is 91 days after the latest Maturity Date in effect at the time such Indebtedness is incurred, (b) such Indebtedness shall not be required to be repaid, prepaid, redeemed, repurchased or defeased, whether on one or more fixed dates, upon the occurrence of one or more events or at the option of any holder thereof (except, in each case, upon the occurrence of an event of default, a change in control, an asset disposition or an event of loss) prior to the date 91 days after the latest Maturity Date in effect on the date such Indebtedness is incurred, (c) such Indebtedness contains terms and conditions (excluding pricing, premiums and optional prepayment or optional redemption provisions) that are market terms on the date of incurrence thereof (as determined in good faith by the board of directors (or other governing body) of the General Partner) or are not materially more restrictive than the covenants and events of default contained in this Agreement (provided that a certificate of an Authorized Officer of Holdings delivered to the Administrative Agent at least five Business Days prior to the incurrence of such Indebtedness, together with a reasonably detailed description of the material terms and conditions of such Indebtedness or drafts of the documentation relating thereto, stating that Holdings has determined in good faith that such terms and conditions satisfy the requirement of this clause (c) shall be conclusive evidence that such terms and conditions satisfy such requirement unless the Administrative Agent notifies Holdings within such five Business Day period that it disagrees with such determination (including a reasonable description of the basis upon which it disagrees)), (d) such Indebtedness shall not constitute an obligation (including pursuant to a Guarantee) of any Person other than the Credit Parties, (e) such Indebtedness is secured by the Collateral on a second lien, subordinated basis to the Obligations and is not secured by any Lien on any asset of Holdings or any Subsidiary other than the Collateral and (f) the administrative agent, collateral agent, trustee and/or any similar representative (in each case, as determined by the Administrative Agent) acting on behalf of the holders of such Indebtedness shall have become party to an Intercreditor Agreement.

"**Secured Parties**" as defined in the Pledge and Security Agreement.

"**Securities**" means any stock, shares, partnership interests, voting trust certificates, certificates of interest or participation in any profit-sharing agreement or arrangement, options, warrants, bonds, debentures, notes or other evidences of indebtedness, secured or unsecured, convertible, subordinated or otherwise, or in general any instruments commonly known as "securities" or any certificates of interest, shares or participations in temporary or interim certificates for the purchase or acquisition of, or any right to subscribe to, purchase or acquire, any of the foregoing.

"**Securities Act**" means the Securities Act of 1933.

"**Series**" as defined in Section 2.23(c).

"**Services Agreement**" means the Amended and Restated Services Agreement dated as of April 13, 2011, among CVR Energy, the General Partner and Holdings.

"**Solvency Certificate**" means a Solvency Certificate executed by the chief financial officer of Holdings substantially in the form of Exhibit N.

"**Solvent**" means, with respect to the Credit Parties, taken as a whole, that as of the date of determination, (a) the sum of the Credit Parties' debt and other liabilities (including contingent liabilities) does not exceed the present fair saleable value of the Credit Parties' present assets as of such date, (b) the Credit Parties' capital is not unreasonably small in relation to their respective businesses as conducted on, or proposed to be conducted following, such date, (c) the Credit Parties have not incurred and do not intend to incur, or believe (nor should they reasonably believe) that they will incur, debts and liabilities (including contingent liabilities) beyond their ability to pay such debts and liabilities as they become due (whether at maturity or otherwise) and (d) the Credit Parties are "solvent" within the meaning given to that term and similar terms under the Bankruptcy Code and applicable laws relating to fraudulent transfers and conveyances. For purposes of this definition, the amount of any contingent liability at any time shall be computed as the amount that, in light of all of the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability (irrespective of whether such contingent liabilities meet the criteria for accrual under GAAP).

"**Specified Cash Management Obligations**" means all obligations of every nature of Holdings or any Subsidiary (whether absolute or contingent and however and whenever created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor)) arising in respect of Cash Management Services that (a) are owed to an Agent, an Arranger or any Affiliate of any of the foregoing, or to any Person that, at the time such obligations were incurred, was an Agent, an Arranger or any Affiliate of any of the foregoing, (b) are owed on the Closing Date to a Person that is a Lender or an Affiliate of a Lender as of the Closing Date or (c) are owed to a Person that is a Lender or an Affiliate of a Lender at the time such obligations are incurred; provided, in each case, that in the case of obligations arising in respect of Cash Management Services that are owed to any provider of Cash Management Services other than the Administrative Agent or an Affiliate thereof, the Borrower shall have provided a written notice to the Administrative Agent designating such obligations as Specified Cash Management Obligations.

"**Specified Class**" as defined in Section 2.24(a).

"**Specified Default**" means (a) any Event of Default and (b) any Default under Section 8.1(a), 8.1(b), 8.1(c), 8.1(f), 8.1(g) or 8.1(j).

"**Specified Hedge Obligations**" means all obligations of every nature of Holdings or any Subsidiary under each Hedge Agreement that (a) is with a counterparty that is, or was on the Closing Date, an Agent, an Arranger or any Affiliate of any of the foregoing, whether or not such counterparty shall have been an Agent, an Arranger or any Affiliate of any of the foregoing at the time such Hedge Agreement was entered into, (b) is in effect on the Closing Date with a counterparty that is a Lender or an Affiliate of a Lender as of the Closing Date or (c) is entered into after the Closing Date with a counterparty that is a Lender or an Affiliate of a Lender at the time such Hedge Agreement is entered into, whether for interest (including interest that, but for the filing of a petition in bankruptcy with respect to Holdings or such Subsidiary, as the case may be, would have accrued on any such obligation, whether or not a claim is allowed against Holdings or such Subsidiary for such interest in the related bankruptcy proceeding), payments for early termination of such Hedge Agreement, fees, expenses, indemnification or otherwise; provided, in each case, that in the case of any such Hedge Agreement with a counterparty other than the Administrative Agent or an Affiliate thereof, the Borrower shall have provided a written notice to the Administrative Agent designating obligations under such Hedge Agreement as Specified Hedge Obligations.

"**Subsidiary**" means, with respect to any Person (the "**Parent**") at any date, (a) any Person the accounts of which would be consolidated with those of the Parent in the Parent's consolidated financial statements if such financial statements were prepared in conformity with GAAP as of such date and (b) any other Person (i) of which Equity Interests representing more than 50% of the equity value or more than 50% of the ordinary voting power or, in the case of a partnership, more than 50% of the general partner interests are, as of such date, owned, controlled or held, or (ii) that is, as of such date, otherwise Controlled, by the Parent or one or more Subsidiaries of the Parent or by the Parent and one or more Subsidiaries of the Parent. Unless otherwise specified, all references herein to Subsidiaries shall be deemed to refer to Subsidiaries of Holdings.

"**Supplemental Collateral Questionnaire**" means a certificate in the form of Exhibit O or any other form approved by the Collateral Agent.

"**Syndication Agents**" means The Royal Bank of Scotland plc and Fifth Third Bank, each in its capacity as syndication agent for the credit facilities established under this Agreement.

"**Synthetic Lease**" means a lease transaction under which the parties intend that (a) the lease will be treated as an "operating lease" by the lessee and (b) the lessee will be entitled to various tax and other benefits ordinarily available to owners (as opposed to lessees) of like property.

"**Tax**" means any present or future tax, levy, impost, duty, assessment, charge, fee, deduction or withholding (together with interest, penalties and other additions thereto)

imposed, levied, collected, withheld or assessed by any Governmental Authority; provided that "Tax on the overall net income" of a Person shall be construed as a reference to a tax imposed by the jurisdiction in which such Person is organized or in which such Person's applicable principal office (and/or, in the case of a Lender, its lending office) is located on all or part of the overall net income, profits or gains (whether worldwide, or only insofar as such income, profits or gains are considered to arise in or to relate to a particular jurisdiction, or otherwise) of such Person (and/or, in the case of a Lender, its applicable lending office).

"**Term Borrowing**" means a Borrowing comprised of Term Loans of any Class.

"**Term Lender**" means a Lender with a Term Loan Commitment or a Term Loan.

"**Term Loan**" means a Tranche B Term Loan or an Incremental Term Loan of any Series.

"**Term Loan Commitment**" means a Tranche B Term Loan Commitment or an Incremental Term Loan Commitment of any Series.

"**Terminated Lender**" as defined in Section 2.22.

"**Total Utilization of Revolving Commitments**" means, at any time, the sum of (a) the aggregate principal amount of all Revolving Loans outstanding at such time and (b) the Letter of Credit Usage at such time.

"**Tranche B Term Borrowing**" means a Borrowing comprised of Tranche B Term Loans.

"**Tranche B Term Loan**" means a loan made by a Lender to the Borrower pursuant to Section 2.1(a).

"**Tranche B Term Loan Commitment**" means, with respect to any Lender, the commitment, if any, of such Lender to make a Tranche B Term Loan hereunder, expressed as an amount representing the maximum principal amount of the Tranche B Term Loan to be made by such Lender, subject to any increase or reduction pursuant to the terms and conditions hereof. The initial amount of each Lender's Tranche B Term Loan Commitment, if any, is set forth on Schedule 2.1 or in the Assignment Agreement pursuant to which such Lender shall have assumed its Tranche B Term Loan Commitment. The aggregate amount of the Tranche B Term Loan Commitments as of the Closing Date is $125,000,000.

"**Tranche B Term Loan Exposure**" means, with respect to any Lender, at any time, (a) prior to the making of Tranche B Term Loans hereunder, the Tranche B Term Loan Commitment of such Lender at such time and (b) after the making of Tranche B Term Loans hereunder, the aggregate principal amount of the Tranche B Term Loans of such Lender outstanding at such time.

"**Tranche B Term Loan Maturity Date**" means the date that is the five year anniversary of the Closing Date.

"**Transactions**" means the Financing Transactions and the Related Transactions.

"**Type**" when used in reference to any Loan or Borrowing, refers to whether the rate of interest on such Loan, or on the Loans comprising such Borrowing, is determined by reference to the Adjusted Eurodollar Rate or the Base Rate.

"**UCC**" means the Uniform Commercial Code (or any similar or equivalent legislation) as in effect from time to time in any applicable jurisdiction.

"**Unrestricted**" means, when used in reference to Cash or Cash Equivalents of any Person, that such Cash or Cash Equivalents is not Restricted.

"**US Lender**" as defined in Section 2.19(c).

"**wholly owned**", when used in reference to a Subsidiary of any Person, means that all the Equity Interests in such Subsidiary (other than directors' qualifying shares and other nominal amounts of Equity Interests that are required to be held by other Persons under applicable law) are owned, beneficially and of record, by such Person, another wholly owned Subsidiary of such Person or any combination thereof.

1.2. Accounting Terms; Pro Forma Calculations. (a) Except as otherwise expressly provided herein, all accounting terms not otherwise defined herein shall have the meanings assigned to them in conformity with GAAP. Financial statements and other information required to be delivered by Holdings and the Borrower pursuant to Sections 5.1(a) and 5.1(b) shall be prepared in conformity with GAAP as in effect at the time of such preparation (and delivered together with the reconciliation statements provided for in Section 5.1(d), if applicable). Subject to the foregoing, calculations in connection with the definitions, covenants and other provisions hereof shall utilize accounting principles and policies in conformity with those used to prepare the Historical Financial Statements. For purposes hereof, references to non-cash charges shall be determined in accordance with the Compliance Certificate. If there shall be a change in GAAP after the Closing Date then, at the Borrower's request, the Lenders hereby agree to negotiate in good faith with Holdings and the Borrower to modify the financial covenants set forth herein in a manner that addresses such change but preserves for the Lenders the intent and practical effect of the financial covenants (and the related rights and remedies) set forth herein.

(b) All pro forma computations required to be made hereunder giving effect to any Material Acquisition, Material Disposition, Permitted Acquisition or other transaction (i) shall be calculated after giving pro forma effect thereto (and, in the case of any pro forma computations made hereunder to determine whether such Material Acquisition, Material Disposition, Permitted Acquisition or other transaction is permitted to be consummated hereunder, to any other such transaction consummated since the first day of the period covered by any component of such pro forma computation and on or prior to the date of such computation) as if such transaction had occurred on the first day of the period of four consecutive Fiscal Quarters ending with the most recent Fiscal Quarter for which financial statements shall have been delivered pursuant to Section 5.1(a) or 5.1(b) (or, prior to the delivery of any such financial statements, ending with the last Fiscal Quarter included in the Historical

Financial Statements) and, to the extent applicable, to the historical earnings and cash flows associated with the assets acquired or disposed of and any related incurrence or reduction of Indebtedness, all in accordance with Article 11 of Regulation S-X under the Securities Act and (ii) in the case of any Permitted Acquisition, may reflect pro forma adjustments (without duplication of any adjustments made in accordance with clause (i) above or any amounts that are otherwise included or added back in computing Consolidated Adjusted EBITDA in accordance with the definition of such term) for cost savings and synergies (net of continuing associated expenses) to the extent such cost savings and synergies are reasonably identifiable, factually supportable and expected to be realized (or have been realized) within 365 days following the consummation of such Permitted Acquisition, provided that (A) Holdings shall have delivered to the Administrative Agent a certificate of the chief financial officer of Holdings, in form and substance reasonably satisfactory to the Administrative Agent, certifying that such cost savings and synergies meet the requirements set forth in this clause (ii), together with reasonably detailed evidence in support thereof, and (B) if any cost savings or synergies included in any pro forma calculations based on the expectation that such cost savings or synergies will be realized within 365 days following the consummation of such Permitted Acquisition shall at any time cease to be reasonably expected to be so realized within such period, then on and after such time pro forma calculations required to be made hereunder shall not reflect such cost savings and synergies. If any Indebtedness bears a floating rate of interest and is being given pro forma effect, the interest on such Indebtedness shall be calculated as if the rate in effect on the date of determination had been the applicable rate for the entire period (taking into account any Hedge Agreement applicable to such Indebtedness if such Hedge Agreement has a remaining term in excess of 12 months).

1.3. Interpretation, Etc. Any of the terms defined herein may, unless the context otherwise requires, be used in the singular or the plural, depending on the reference. References herein to any Section, Schedule or Exhibit shall be to a Section of, or a Schedule or an Exhibit to, this Agreement, unless otherwise specifically provided. The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”. The word “will” shall be construed to have the same meaning and effect as the word “shall”. The words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all real and personal, tangible and intangible assets and properties, including Cash, Securities, accounts and contract rights. The word “law” shall be construed as referring to all statutes, rules, regulations, codes and other laws (including official rulings and interpretations thereunder having the force of law or with which affected Persons customarily comply), and all judgments, orders, writs and decrees, of all Governmental Authorities. Unless the context requires otherwise, (a) any definition of or reference to any agreement, instrument, plan or other document (including this Agreement) shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, restatements, supplements or modifications set forth herein), (b) any definition of or reference to any statute, rule or regulation shall be construed as referring thereto as from time to time amended, restated, supplemented or otherwise modified (including by succession of comparable successor laws), (c) any reference herein to any Person shall be construed to include such Person’s successors and assigns (subject to any restrictions on assignment set forth herein) and, in the case of any Governmental Authority, any other Governmental Authority that shall have succeeded to any or all functions thereof, (d) the words “herein”, “hereof” and “hereunder”, and words of similar import, shall be

construed to refer to this Agreement in its entirety and not to any particular provision hereof and (e) any reference herein to the knowledge of Holdings or any Subsidiary or any officer thereof shall also be deemed to include the knowledge of the General Partner or such officer thereof, as applicable, and any reference to an Authorized Officer or any other officer of Holdings shall also be deemed to refer to an Authorized Officer or such other officer of the General Partner.

1.4. Classification of Loans and Borrowings. For purposes of this Agreement, Loans and Borrowings may be classified and referred to by Class (e.g., a "Revolving Loan" or "Revolving Borrowing") or by Type (e.g., a "Eurodollar Rate Loan" or "Eurodollar Rate Borrowing") or by Class and Type (e.g., a "Eurodollar Rate Revolving Loan" or "Eurodollar Rate Revolving Borrowing").

SECTION 2. LOANS AND LETTERS OF CREDIT

2.1. Term Loans. (a) Tranche B Term Loan Commitments. Subject to the terms and conditions hereof, each Lender agrees to make, on the Closing Date, a term loan to the Borrower in an amount equal to such Lender's Tranche B Term Loan Commitment. Amounts borrowed pursuant to this Section 2.1(a) that are repaid or prepaid may not be reborrowed. Each Lender's Tranche B Term Loan Commitment shall terminate immediately and without any further action on the Closing Date upon the making of a Tranche B Term Loan by such Lender.

(b) Borrowing Mechanics for Term Loans.

(i) Each Term Loan shall be made as part of a Borrowing consisting of Loans of the same Class and Type made by each Term Lender proportionately to its applicable Pro Rata Share. At the commencement of each Interest Period for any Eurodollar Rate Term Borrowing, such Borrowing shall be in an aggregate minimum amount of $5,000,000 and integral multiples of $1,000,000 in excess of such amount; provided that a Eurodollar Rate Term Borrowing that results from a continuation of an outstanding Eurodollar Rate Term Borrowing may be in an aggregate amount that is equal to such outstanding Borrowing.

(ii) To request a Term Borrowing, the Borrower shall deliver to the Administrative Agent a fully completed and executed Funding Notice (A) in the case of a Eurodollar Rate Borrowing, not later than 1:00 p.m. (New York City time) at least three Business Days in advance of the proposed Credit Date and (B) in the case of a Base Rate Borrowing, not later than 1:00 p.m. (New York City time) at least one Business Day in advance of the proposed Credit Date. Promptly upon receipt by the Administrative Agent of a Funding Notice in accordance with this paragraph, the Administrative Agent shall notify each Term Lender of the applicable Class of the details thereof and of the amount of such Lender's Term Loan to be made as part of the requested Term Borrowing.

(iii) Each Lender shall make the principal amount of its Term Loan required to be made by it hereunder on the proposed Credit Date available to the Administrative Agent not later than 3:00 p.m. (New York City time) on such Credit Date, by wire transfer of same day funds in Dollars to the account of the Administrative Agent most recently designated by it for such purpose by notice to the Lenders. The Administrative Agent

will make each such Term Loan available to the Borrower by promptly remitting the amounts so received, in like funds, to the account of the Borrower specified by the Borrower in the Funding Notice.

2.2. Revolving Loans. (a) Revolving Commitments. During the Revolving Commitment Period, subject to the terms and conditions hereof, each Lender agrees to make revolving loans to the Borrower in an aggregate principal amount that will not result in (i) such Lender's Revolving Exposure exceeding such Lender's Revolving Commitment then in effect or (ii) the Total Utilization of Revolving Commitments exceeding the total Revolving Commitments then in effect. Amounts borrowed pursuant to this Section 2.2(a) that are repaid or prepaid may, subject to the terms and conditions hereof, be reborrowed during the Revolving Commitment Period. Each Lender's Revolving Commitment shall expire on the Revolving Commitment Termination Date.

(b) Borrowing Mechanics for Revolving Loans.

(i) Each Revolving Loan shall be made as part of a Borrowing consisting of Loans of the same Type made by each Revolving Lender proportionately to its Pro Rata Share. At the commencement of each Interest Period for any Eurodollar Rate Revolving Borrowing, such Borrowing shall be in an aggregate minimum amount of $100,000 and integral multiples of $100,000 in excess of such amount; provided that a Eurodollar Rate Revolving Borrowing that results from a continuation of an outstanding Eurodollar Rate Revolving Borrowing may be in an aggregate amount that is equal to such outstanding Borrowing. At the time each Base Rate Revolving Borrowing is made, such Borrowing shall be in an aggregate minimum amount of $100,000 and integral multiples of $100,000 in excess of such amount; provided that such Borrowing may be in an aggregate amount that is equal to the entire unused balance of the total Revolving Commitments in effect at such time or that is required to finance the reimbursement of a drawing under a Letter of Credit as contemplated by Section 2.3(d).

(ii) To request a Revolving Borrowing, the Borrower shall deliver to the Administrative Agent a fully completed and executed Funding Notice (A) in the case of a Eurodollar Rate Borrowing, not later than 1:00 p.m. (New York City time) at least three Business Days in advance of the proposed Credit Date and (B) in the case of a Base Rate Borrowing, not later than 12:00 noon (New York City time) on the proposed Credit Date (which shall be a Business Day). In lieu of delivering a Funding Notice, the Borrower may give the Administrative Agent telephonic notice by the required time of any proposed Revolving Borrowing; provided that such telephonic notice shall be promptly confirmed in writing by delivery to the Administrative Agent of a fully completed and executed Funding Notice. In the event of any discrepancy between the telephonic notice and the written Funding Notice, the written Funding Notice shall govern and control. Promptly upon receipt by the Administrative Agent of a Funding Notice in accordance with this paragraph, the Administrative Agent shall notify each Revolving Lender of the details thereof and of the amount of such Lender's Revolving Loan to be made as part of the requested Revolving Borrowing. Except as otherwise provided herein, a Funding Notice for a Eurodollar Rate Revolving Borrowing shall be irrevocable on and after the

related Interest Rate Determination Date, and the Borrower shall be bound to make a borrowing in accordance therewith.

(iii) Each Lender shall make the principal amount of its Revolving Loan required to be made by it hereunder on any Credit Date available to the Administrative Agent not later than 3:00 p.m. (New York City time) on the applicable Credit Date by wire transfer of same day funds in Dollars to the account of the Administrative Agent most recently designated by it for such purpose by notice to the Lenders. The Administrative Agent will make available each such Revolving Loan available to the Borrower by promptly remitting the amounts so received, in like funds, to an account of the Borrower specified by the Borrower in the applicable Funding Notice.

2.3. Letters of Credit. (a) General. During the Revolving Commitment Period, subject to the terms and conditions hereof, each Issuing Bank agrees to issue Letters of Credit for the account of the Borrower; provided that no Letter of Credit shall be issued (or amended, renewed or extended) by any Issuing Bank unless (i) such Issuing Bank shall have given to the Administrative Agent written notice thereof required under Section 2.3(h), (ii) after giving effect to such issuance (or amendment, renewal or extension), the Total Utilization of Revolving Commitments shall not exceed the total Revolving Commitments then in effect, (iii) such Letter of Credit shall be denominated in Dollars and (iv) such Letter of Credit shall have an expiration date that is no later than the earlier of (A) five days prior to the Revolving Maturity Date and (B) the date one year after the date of issuance of such Letter of Credit (or, in the case of any renewal or extension thereof, one year after the date of such renewal or extension). Each Letter of Credit shall be otherwise in the form acceptable to the applicable Issuing Bank in its reasonable discretion. Subject to the foregoing, the applicable Issuing Bank may agree that a Letter of Credit will automatically extend for one or more successive periods not to exceed one year each (but in any event to a date not later than five days prior to the Revolving Maturity Date) unless such Issuing Bank elects not to extend for any such additional period; provided that such Issuing Bank shall not permit any such extension if, reasonably in advance of the time by which such election must be made, such Issuing Bank has received written notice that an Event of Default has occurred and is continuing.

(b) Notice of Issuance, Amendment, Renewal or Extension. To request the issuance of a Letter of Credit (or the amendment, renewal or extension of an outstanding Letter of Credit), the Borrower shall deliver to the Administrative Agent and the applicable Issuing Bank an Issuance Notice reasonably in advance of the requested date of issuance, amendment, renewal or extension. If requested by the applicable Issuing Bank, the Borrower also shall submit a letter of credit application on such Issuing Bank's standard form in connection with any such request; provided that (i) any provisions of such letter of credit application purporting to grant Liens in favor of such Issuing Bank to secure obligations in respect of such Letter of Credit shall be of no force or effect and (ii) in the event of any inconsistency or conflict between the terms and conditions of such letter of credit application and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall govern and control. No Issuing Bank shall be required to issue, amend, renew or extend any requested Letter of Credit unless such issuance, amendment, renewal or extension is in accordance with such Issuing Bank's standard operating procedures.

(c) Responsibility of each Issuing Bank. In determining whether to honor any drawing under any Letter of Credit, the sole responsibility of an Issuing Bank shall be to examine the documents delivered under such Letter of Credit with reasonable care so as to ascertain whether such documents appear on their face to be in accordance with the terms and conditions of such Letter of Credit. As between the Borrower and any Issuing Bank, the Borrower assumes all risks of the acts and omissions of, or misuse of any Letters of Credit by, the beneficiary of any Letter of Credit. In furtherance and not in limitation of the foregoing, none of the Issuing Banks or any of their Related Parties shall have any responsibility for (and none of their rights or powers hereunder shall be affected or impaired by) (i) the form, validity, sufficiency, accuracy, genuineness or legal effect of any document submitted by any Person in connection with the application for and issuance of any Letter of Credit, even if it should in fact prove to be in any or all respects invalid, insufficient, inaccurate, fraudulent or forged, (ii) the validity or sufficiency of any instrument transferring or assigning or purporting to transfer or assign any Letter of Credit or the rights or benefits thereunder or proceeds thereof, in whole or in part, that may prove to be invalid or ineffective for any reason, (iii) failure of the beneficiary of any Letter of Credit to comply fully with any conditions required in order to draw upon such Letter of Credit, (iv) errors, omissions, interruptions or delays in transmission or delivery of any messages, by mail, facsimile or otherwise, whether or not they be in cipher, (v) errors in interpretation of technical terms, (vi) any loss or delay in the transmission or otherwise of any document required in order to make a drawing under any Letter of Credit, (vii) the misapplication by the beneficiary of any Letter of Credit of the proceeds of any drawing under such Letter of Credit or (viii) any consequences arising from causes beyond the control of the applicable Issuing Bank, including any Governmental Acts. Without limiting the foregoing, any act taken or omitted to be taken by an Issuing Bank under or in connection with the Letters of Credit or any documents or certificates delivered thereunder, if taken or omitted in good faith, shall not give rise to any liability on the part of such Issuing Bank to the Borrower. Notwithstanding anything to the contrary contained in this Section 2.3(c), the Borrower shall retain any and all rights it may have against an Issuing Bank for any liability arising solely out of the gross negligence or willful misconduct of such Issuing Bank, as determined by a final, non-appealable judgment of a court of competent jurisdiction.

(d) Reimbursement by the Borrower. In the event an Issuing Bank shall have honored a drawing under any Letter of Credit, it shall promptly notify the Borrower and the Administrative Agent thereof, and the Borrower shall reimburse such Issuing Bank for such drawing by paying to such Issuing Bank an amount in Dollars in same day funds equal to the amount of such drawing not later than the first Business Day immediately following the day that the Borrower receives such notice (the date on which the Borrower is required to reimburse a drawing under any Letter of Credit is referred to herein as the "**Reimbursement Date**" in respect of such drawing); provided that the Borrower may, subject to the conditions to borrowing set forth herein, request in accordance with Section 2.2(b), that such reimbursement payment be financed with a Base Rate Revolving Borrowing and, to the extent so financed, the Borrower's obligation to make such reimbursement payment shall be discharged and replaced by the resulting Base Rate Revolving Borrowing.

(e) Revolving Lenders' Participations in Letters of Credit. Immediately upon the issuance of any Letter of Credit, each Revolving Lender shall be deemed to have purchased from the applicable Issuing Bank, and agrees to fund as set forth herein, a participation in such Letter

of Credit and any drawings honored thereunder in an amount equal to such Revolving Lender's Pro Rata Share of the maximum amount that is or at any time may become available to be drawn under such Letter of Credit. In the event that the Borrower shall fail for any reason to reimburse the applicable Issuing Bank for any drawing under a Letter of Credit as provided in Section 2.3(d), such Issuing Bank shall promptly notify the Administrative Agent thereof and of the unreimbursed amount of such honored drawing and, promptly upon receipt of such notice, the Administrative Agent shall notify each Revolving Lender of the details of such notice and of such Revolving Lender's Pro Rata Share of such unreimbursed amount. Each Revolving Lender shall make available to the applicable Issuing Bank an amount equal to such Revolving Lender's Pro Rata Share of such unreimbursed amount, in Dollars in same day funds, at the office of such Issuing Bank specified in such notice, not later than 12:00 noon (New York City time) on the first business day (under the laws of the jurisdiction in which such office of the Issuing Bank is located) after the date notified by such Issuing Bank. In the event that any Revolving Lender fails to make available to the applicable Issuing Bank on such business day the amount of such Lender's participation in such Letter of Credit as provided in this Section 2.3(e), such Issuing Bank shall be entitled to recover such amount on demand from such Lender, together with interest thereon for three Business Days at the rate customarily used by such Issuing Bank for the correction of errors among banks and thereafter at the Base Rate. Nothing in this Section 2.3(e) shall be deemed to prejudice the right of any Revolving Lender to recover from the applicable Issuing Bank any amounts made available by such Lender to such Issuing Bank pursuant to this Section 2.3(e) in the event that the honoring of a drawing under a Letter of Credit in respect of which payment was made by such Revolving Lender constituted gross negligence or willful misconduct on the part of such Issuing Bank, as determined by a final, non-appealable judgment of a court of competent jurisdiction. In the event the applicable Issuing Bank shall have been reimbursed by the Revolving Lenders pursuant to this Section 2.3(e) for all or any portion of any drawing honored by such Issuing Bank under a Letter of Credit, such Issuing Bank shall distribute to each Revolving Lender that has paid all amounts payable by it under this Section 2.3(e) with respect to such honored drawing such Revolving Lender's Pro Rata Share of all payments subsequently received by such Issuing Bank by or on behalf of the Borrower in reimbursement of such honored drawing when such payments are received.

(f) Obligations Absolute. The obligation of the Borrower to reimburse the applicable Issuing Bank for drawings honored under the Letters of Credit issued by it and the obligations of the Revolving Lenders under Section 2.3(e) shall be unconditional and irrevocable and shall be paid and performed strictly in accordance with the terms hereof under all circumstances, notwithstanding (i) any lack of validity or enforceability of any Letter of Credit, (ii) the existence of any claim, set-off, defense or other right that the Borrower or any Lender may have at any time against any beneficiary or any transferee of any Letter of Credit (or any Persons for whom any such transferee may be acting), the applicable Issuing Bank, any Lender or any other Person or, in the case of any Lender, against the Borrower, whether in connection herewith, the transactions contemplated herein or any unrelated transaction (including any underlying transaction between the Borrower or any of its Subsidiaries and the beneficiary for which any Letter of Credit was procured), (iii) any draft or other document presented under any Letter of Credit proving to be forged, fraudulent, invalid or insufficient in any respect or any statement therein being untrue or inaccurate in any respect, (iv) payment by the applicable Issuing Bank under any Letter of Credit against presentation of a draft or other document that does not substantially comply with the terms of such Letter of Credit, (v) any adverse change in

the business, results of operations, assets, liabilities or condition (financial or otherwise) of Holdings or any Subsidiary, (vi) any breach hereof or any other Credit Document by any party thereto, (vii) the fact that a Default or an Event of Default shall have occurred and be continuing or (viii) any other event or condition whatsoever, whether or not similar to any of the foregoing; provided, in each case, that honoring of a drawing by the applicable Issuing Bank under the applicable Letter of Credit shall not have constituted gross negligence or willful misconduct of such Issuing Bank, as determined by a final, non-appealable judgment of a court of competent jurisdiction.

(g) Indemnification. Without duplication of any obligation of the Borrower under Section 10.2 or 10.3, in addition to amounts payable as provided therein, the Borrower hereby agrees to protect, indemnify, pay and hold harmless each Issuing Bank from and against any and all claims, demands, liabilities, damages, losses, costs, charges and expenses (including the reasonable fees, expenses and other charges of counsel) that such Issuing Bank may incur or be subject to as a consequence, direct or indirect, of (i) the issuance of any Letter of Credit by such Issuing Bank, other than as a result of (A) the gross negligence or willful misconduct of such Issuing Bank or (B) the wrongful dishonor by such Issuing Bank of a proper demand for payment made under any Letter of Credit, in each case, as determined by a final, non-appealable judgment of a court of competent jurisdiction, or (ii) the failure of such Issuing Bank to honor a drawing under any Letter of Credit as a result of any Governmental Act. For the avoidance of doubt, this Section 2.3(g) shall not apply to any Taxes.

(h) Issuing Bank Reports to the Administrative Agent. Unless otherwise agreed by the Administrative Agent, each Issuing Bank shall, in addition to its notification obligations set forth elsewhere in this Section 2.3, report in writing to the Administrative Agent (i) periodic activity (for such period or recurrent periods as shall be requested by the Administrative Agent) in respect of Letters of Credit issued by such Issuing Bank, including all issuances, extensions, amendments and renewals, all expirations and cancelations and all disbursements and reimbursements, (ii) reasonably prior to the time that such Issuing Bank issues, amends, renews or extends any Letter of Credit, the date of such issuance, amendment, renewal or extension, and the face amount of the Letters of Credit issued, amended, renewed or extended by such Issuing Bank and outstanding after giving effect to such issuance, amendment, renewal or extension (and whether the amounts thereof shall have changed), (iii) on each day on which such Issuing Bank honors any drawing under any Letter of Credit, the date and amount of the drawing so honored, (iv) on any Reimbursement Date on which the Borrower fails to reimburse any drawing under a Letter of Credit as required hereunder, the date of such failure and the amount of such unreimbursed drawing and (v) on any other Business Day, such other information as the Administrative Agent shall reasonably request as to the Letters of Credit.

(i) Termination of any Issuing Bank; Designation of Additional Issuing Banks.

(i) The Borrower may terminate the appointment of any Issuing Bank as an "Issuing Bank" hereunder by providing written notice thereof to such Issuing Bank, with a copy to the Administrative Agent. Any such termination shall become effective upon the earlier of (i) such Issuing Bank acknowledging receipt of such notice and (ii) the 10th Business Day following the date of the delivery thereof; provided that no such termination shall become effective until and unless the Letter of Credit Usage attributable

to Letters of Credit issued by such Issuing Bank shall have been reduced to zero. At the time any such termination shall become effective, the Borrower shall pay all unpaid fees accrued for the account of the terminated Issuing Bank pursuant to Section 2.10(b). Notwithstanding the effectiveness of any such termination, the terminated Issuing Bank shall continue to have all the rights of an Issuing Bank under this Agreement with respect to Letters of Credit issued by it prior to such termination, but shall not issue any additional Letters of Credit.

(ii) The Borrower may, at any time and from time to time, with the consent of the Administrative Agent (which consent shall not be unreasonably withheld or delayed), designate as additional Issuing Banks one or more Revolving Lenders that agree to serve in such capacity as provided below. The acceptance by a Revolving Lender of an appointment as an Issuing Bank hereunder shall be evidenced by an agreement, which shall be in form and substance reasonably satisfactory to the Administrative Agent, executed by Holdings, the Borrower, the Administrative Agent and such designated Revolving Lender and, from and after the effective date of such agreement, (i) such Revolving Lender shall have all the rights and obligations of an Issuing Bank under this Agreement and (ii) references herein to the term "Issuing Bank" shall be deemed to include such Revolving Lender in its capacity as an issuer of Letters of Credit hereunder.

2.4. Pro Rata Shares; Availability of Funds. (a) Pro Rata Shares. All Loans on the occasion of any Borrowing shall be made, and all participations in Letters of Credit shall be purchased, by the Lenders proportionately to their respective Pro Rata Shares, it being understood that (i) no Lender shall be responsible for any default by any other Lender in such other Lender's obligation to make a Loan requested hereunder or purchase a participation required hereby and (ii) no Term Loan Commitment or any Revolving Commitment of any Lender shall be increased or decreased as a result of a default by any other Lender in such other Lender's obligation to make a Loan requested hereunder or purchase a participation required hereby.

(b) Availability of Funds. Unless the Administrative Agent shall have been notified by a Lender prior to the applicable Credit Date that such Lender does not intend to make available to the Administrative Agent the amount of such Lender's Loan requested on such Credit Date, the Administrative Agent may assume that such Lender has made such amount available to the Administrative Agent on such Credit Date and may, in its sole discretion, but shall not be obligated to, make available to the Borrower a corresponding amount on such Credit Date. In such event, if a Lender has not in fact made the amount of such Lender's Loan requested on such Credit Date available to the Administrative Agent, then such Lender and the Borrower severally agree to pay to the Administrative Agent forthwith on demand, such corresponding amount with interest thereon, for each day from and including the date such amount is made available to the Borrower to but excluding the date of such payment to the Administrative Agent, (i) in the case of a payment to be made by such Lender, (A) at any time prior to the third Business Day following the date such amount is made available to the Borrower, the customary rate set by the Administrative Agent for the correction of errors among banks and (B) thereafter, at the Base Rate or (ii) in the case of a payment to be made by the Borrower, at the interest rate applicable hereunder to Base Rate Loans of the applicable Class. If

such Lender pays such amount to the Administrative Agent, then such amount shall constitute such Lender's Loan included in the applicable Borrowing.

2.5. Use of Proceeds. The Borrower shall use the proceeds of the Tranche B Term Loans to finance the Coffeyville Resources Distribution and for capital expenditures, working capital requirements and general business purposes of Holdings and the Subsidiaries. The Borrower shall use the proceeds of the Revolving Loans for capital expenditures, working capital requirements and general business purposes of Holdings and the Subsidiaries; provided that no portion of the proceeds of any Revolving Loan may be used to directly finance any Restricted Payment. Letters of Credit may be requested by the Borrower solely for general business purposes of Holdings and the Subsidiaries. The Borrower shall use the proceeds of any Incremental Term Loans solely to finance Permitted Acquisitions or Investments permitted hereunder. The Borrower agrees that no portion of the proceeds of any Loan will be used in any manner that entails a violation (including on the part of any Lender) of any regulation of the Board of Governors, including Regulations T, U and X, or of the Exchange Act.

2.6. Evidence of Debt; Register; Notes. (a) Lenders' Evidence of Debt. Each Lender shall maintain records evidencing the Obligations of the Borrower owing to such Lender, including the principal amounts of the Loans made by such Lender and each repayment and prepayment in respect thereof. Such records maintained by any Lender shall be conclusive and binding on the Borrower, absent manifest error; provided that the failure to maintain any such records, or any error therein, shall not in any manner affect the obligation of the Borrower to pay any amounts due hereunder in accordance with the terms of this Agreement; provided further that in the event of any inconsistency between the records maintained by any Lender and the records maintained by the Administrative Agent, the records maintained by the Administrative Agent shall govern and control.

(b) Register. The Administrative Agent shall maintain at one of its offices records of the name and address of, and the Commitments of and the amounts of principal of and interest on the Loans owing to, each Lender from time to time (the "**Register**"). The entries in the Register shall be conclusive and binding on the Borrower and each Lender, absent manifest error; provided that the failure to maintain the Register, or any error in the recordations therein, shall not in any manner affect the obligation of any Lender to make a Loan hereunder or the obligation of the Borrower to pay any amounts due hereunder, in each case in accordance with the terms of this Agreement. The Register shall be available for inspection by the Borrower or any Lender (but only with respect to any entry relating to such Lender's Commitments or Loans) at any reasonable time and from time to time upon reasonable prior notice. The Borrower hereby designates the Person serving as the Administrative Agent to serve as the Borrower's agent solely for purposes of maintaining the Register as provided in this Section 2.6 and agrees that, to the extent such Person serves in such capacity, such Person and its Related Parties shall constitute "Indemnitees".

(c) Notes. Upon request of any Lender by written notice to the Borrower (with a copy to the Administrative Agent) at least two Business Days prior to the Closing Date, or promptly following the request of any Lender at any time thereafter, the Borrower shall prepare, execute and deliver to such Lender a Note to evidence such Lender's Loans of any Class.

2.7. Interest on Loans and Letter of Credit Disbursements. (a) Subject to Section 2.9, each Loan of any Class shall bear interest on the outstanding principal amount thereof from the date made through repayment (whether by acceleration or otherwise) thereof as follows:

(i) if a Base Rate Loan, at the Base Rate plus the Applicable Margin with respect to Loans of such Class; or

(ii) if a Eurodollar Rate Loan, at the Adjusted Eurodollar Rate plus the Applicable Margin with respect to Loans of such Class.

The applicable Base Rate or Adjusted Eurodollar Rate shall be determined by the Administrative Agent, and such determination shall be conclusive and binding on the parties hereto, absent manifest error.

(b) The basis for determining the rate of interest with respect to any Loan, and the Interest Period with respect to any Eurodollar Rate Borrowing, shall be selected by the Borrower pursuant to the applicable Funding Notice or Conversion/Continuation Notice delivered in accordance herewith; provided that all Loans made on the Closing Date shall be made as Base Rate Loans; provided further that there shall be no more than five (or such greater number as may be agreed to by the Administrative Agent) Eurodollar Rate Borrowings outstanding at any time. In the event the Borrower fails to specify in any Funding Notice the Type of the requested Borrowing, then the requested Borrowing shall be made as a Base Rate Borrowing. In the event the Borrower fails to deliver in accordance with Section 2.8 a Conversion/Continuation Notice with respect to any Eurodollar Rate Borrowing prior to the end of the Interest Period applicable thereto, then, unless such Borrowing is repaid as provided herein, at the end of such Interest Period such Borrowing shall be converted into a Base Rate Borrowing. In the event the Borrower requests the making of, or the conversion to or continuation of, any Eurodollar Rate Borrowing but fails to specify in the Funding Notice or the applicable Conversion/Continuation Notice the Interest Period to be applicable thereto, the Borrower shall be deemed to have specified an Interest Period of one month. No Borrowing of any Class may be converted into a Borrowing of another Class.

(c) Interest on Loans shall accrue on a daily basis and shall be computed (i) in the case of Base Rate Loans on the basis of a year of 365 days (or 366 days in a leap year) and (ii) in the case of Eurodollar Rate Loans, on the basis of a year of 360 days, in each case for the actual number of days elapsed in the period during which it accrues. In computing interest on any Loan, the date of the making of such Loan or the first day of an Interest Period applicable to such Loan or, with respect to a Base Rate Loan being converted from a Eurodollar Rate Loan, the date of conversion of such Eurodollar Rate Loan to such Base Rate Loan, as the case may be, shall be included, and the date of payment of such Loan or the expiration date of an Interest Period applicable to such Loan or, with respect to a Base Rate Loan being converted to a Eurodollar Rate Loan, the date of conversion of such Base Rate Loan to such Eurodollar Rate Loan, as the case may be, shall be excluded; provided that if a Loan is repaid on the same day on which it is made, one day's interest shall accrue on such Loan.

(d) Except as otherwise set forth herein, accrued interest on each Loan shall be payable in arrears (i) on each Interest Payment Date applicable to such Loan, (ii) upon any voluntary or mandatory repayment or prepayment of such Loan (other than any voluntary prepayment of any Base Rate Revolving Loan), to the extent accrued on the amount being repaid or prepaid, (iii) if such Loan is a Revolving Loan, upon termination of the Revolving Commitments and (iv) on the Maturity Date applicable to such Loan.

(e) The Borrower agrees to pay to each Issuing Bank, with respect to drawings honored under any Letter of Credit issued by such Issuing Bank, interest on the amount paid by such Issuing Bank in respect of each such honored drawing from the date such drawing is honored to but excluding the date such amount is reimbursed by or on behalf of the Borrower at a rate equal to (i) for the period from the date such drawing is honored to but excluding the applicable Reimbursement Date, the rate of interest otherwise payable hereunder with respect to Base Rate Revolving Loans and (ii) thereafter, the rate determined in accordance with Section 2.9. Interest payable pursuant to this Section 2.7(e) shall be computed on the basis of a year of 365 days (or 366 days in a leap year) for the actual number of days elapsed in the period during which it accrues, and shall be payable on demand or, if no demand is made, on the date on which the related drawing under a Letter of Credit is reimbursed in full. In the event the applicable Issuing Bank shall have been reimbursed by the Revolving Lenders for all or any portion of such honored drawing, such Issuing Bank shall distribute to each Revolving Lender that has paid all amounts payable by it under Section 2.3(e) with respect to such honored drawing such Revolving Lender's Pro Rata Share of any interest received by such Issuing Bank in respect of that portion of such honored drawing so reimbursed by the Revolving Lenders for the period from the date on which such Issuing Bank was so reimbursed by the Revolving Lenders to but excluding the date on which such portion of such honored drawing is reimbursed by the Borrower.

2.8. Conversion/Continuation. (a) Subject to Sections 2.7 and 2.17, the Borrower shall have the option:

(i) to convert at any time all or any part of any Borrowing from one Type to the other Type; or

(ii) to continue, at the end of the Interest Period applicable to any Eurodollar Rate Borrowing, all or any part of such Borrowing as a Eurodollar Rate Borrowing and to elect an Interest Period therefor;

provided, in each case, that at the commencement of each Interest Period for any Eurodollar Rate Borrowing, such Borrowing shall be in an aggregate amount that complies with Section 2.1(b) or 2.2(b), as applicable.

In the event any Borrowing shall have been converted or continued in accordance with this Section 2.8 in part, such conversion or continuation shall be allocated ratably, in accordance with their respective Pro Rata Shares, among the Lenders holding the Loans comprising such Borrowing, and the Loans comprising each part of such Borrowing resulting from such conversion or continuation shall be considered a separate Borrowing.

(b) To exercise its option pursuant to this Section 2.8, the Borrower shall deliver a fully completed and executed Conversion/Continuation Notice to the Administrative Agent no later than 1:00 p.m. (New York City time) at least (i) one Business Day in advance of the proposed Conversion/Continuation Date, in the case of a conversion to a Base Rate Borrowing, and (ii) three Business Days in advance of the proposed Conversion/Continuation Date, in the case of a conversion to, or a continuation of, a Eurodollar Rate Borrowing. In lieu of delivering a Conversion/Continuation Notice, the Borrower may give the Administrative Agent telephonic notice by the required time of any proposed conversion/continuation; provided that such telephonic notice shall be promptly confirmed in writing by delivery of a fully completed and executed Conversion/Continuation Notice to the Administrative Agent on or before the close of business on the date that such telephonic notice is given. In the event of any discrepancy between the telephonic notice and the written Conversion/Continuation Notice, the written Conversion/Continuation Notice shall govern and control. Except as otherwise provided herein, a Conversion/Continuation Notice for conversion to, or continuation of, any Eurodollar Rate Borrowing shall be irrevocable on and after the Interest Rate Determination Date with respect to the Interest Period requested, or deemed requested, for such Borrowing, and the Borrower shall be bound to effect a conversion or continuation in accordance therewith.

(c) Notwithstanding anything to the contrary herein, if an Event of Default shall have occurred and is continuing, then no outstanding Borrowing may be converted to or continued as a Eurodollar Rate Borrowing.

2.9. Default Interest. Notwithstanding anything to the contrary herein, if any principal of or interest on any Loan or any fee or other amount payable by the Borrower or any other Credit Party hereunder is not paid when due, whether at stated maturity, upon acceleration or otherwise, such overdue amount shall bear interest, payable on demand, after as well as before judgment, at a rate per annum equal to (a) in the case of overdue principal of any Loan, 2% per annum in excess of the interest rate otherwise applicable hereunder to such Loan or (b) in the case of any other overdue amount, at a rate (computed on the basis of a year of 360 days for the actual number of days elapsed) that is 2% per annum in excess of the interest rate otherwise payable hereunder for Base Rate Revolving Loans. Payment or acceptance of the increased rates of interest provided for in this Section 2.9 is not a permitted alternative to timely payment and shall not constitute a waiver of any Event of Default or otherwise prejudice or limit any rights or remedies of the Administrative Agent or any Lender.

2.10. Fees. (a) The Borrower agrees to pay to each Revolving Lender for each day:

(i) a commitment fee equal to such Revolving Lender's Pro Rata Share of (A) the average of the difference on such day between (1) the total Revolving Commitments and (2) the aggregate principal amount of all outstanding Revolving Loans and the Letter of Credit Usage, multiplied by (B) 0.50% per annum; and

(ii) a letter of credit fee equal to such Revolving Lender's Pro Rata Share of (A) the maximum amount available to be drawn under all Letters of Credit outstanding on such day (regardless of whether any conditions for drawing could then be met and

determined as of the close of business on such day), multiplied by (B) the Applicable Margin for Eurodollar Rate Revolving Loans on such day.

All fees referred to in this Section 2.10(a) shall be paid to the Administrative Agent by wire transfer of same day funds in Dollars to the account of the Administrative Agent most recently designated by it for such purpose by notice to the Borrower and, upon receipt, the Administrative Agent shall promptly distribute to each Revolving Lender its Pro Rata Share thereof.

(b) The Borrower agrees to pay directly to each Issuing Bank, for its own account, the following fees:

(i) for each day, a fronting fee equal to a rate per annum agreed to between the Borrower and such Issuing Bank multiplied by the maximum amount available to be drawn under all Letters of Credit issued by such Issuing Bank outstanding on such day (regardless of whether any conditions for drawing could then be met and determined as of the close of business on any such day); and

(ii) such documentary and processing charges for any issuance, amendment, transfer or payment of a Letter of Credit as are in accordance with such Issuing Bank's standard schedule for such charges and as in effect at the time of such issuance, amendment, transfer or payment, as the case may be.

(c) All fees referred to in Sections 2.10(a) and 2.10(b)(i) shall be calculated on the basis of a year of 360 days and the actual number of days elapsed and shall be payable quarterly in arrears on March 31, June 30, September 30 and December 31 of each year (i) in the case of the fees referred to in Section 2.10(a)(i), during the Revolving Commitment Period and (ii) in the case of the fees referred to in Section 2.10(a)(ii) or 2.10(b)(i), during the period from and including the Closing Date to but excluding the later of the Revolving Commitment Termination Date and the date on which the total Letter of Credit Usage shall have been reduced to zero; provided that all such fees shall be payable on the Revolving Commitment Termination Date and any such fees accruing after such date shall be payable on demand.

(d) The Borrower agrees to pay on the Closing Date to each Lender party hereto as a Lender on the Closing Date a closing fee in an amount equal to (i) 1.25% of such Lender's Tranche B Term Loan Commitment and (ii) 1.25% of such Lender's Revolving Commitment, in each case as of the Closing Date, payable to such Lender from the proceeds of the Loans as and when funded on the Closing Date. Such closing fee will be in all respects fully earned, due and payable on the Closing Date and non-refundable and non-creditable thereafter.

(e) The Borrower agrees to pay to the Administrative Agent and the Collateral Agent such other fees in the amounts and at the times as shall have been separately agreed upon in respect of the credit facilities provided herein.

2.11. Repayment on Maturity Date. (a) To the extent not previously paid, all Tranche B Term Loans shall be due and payable on the Tranche B Term Loan Maturity Date.

(b) The Borrower shall repay Incremental Term Borrowings with respect to Incremental Term Loans of any Series on each date and in the aggregate principal amount set

forth in the applicable Incremental Facility Agreement. To the extent not previously paid, all Incremental Term Loans of any Series shall be due and payable on the Incremental Term Loan Maturity Date with respect to such Incremental Term Loans.

(c) The Borrower shall repay the then unpaid principal amount of each Revolving Loan on the Revolving Maturity Date.

2.12. Voluntary Prepayments/Commitment Reductions. (a) Voluntary Prepayments.

(i) At any time and from time to time, the Borrower may, without premium or penalty but subject to compliance with the conditions set forth in this Section 2.12(a) and Section 2.17(c), prepay any Borrowing on any Business Day in whole or in part; provided that each such partial voluntary prepayment of any Borrowing shall be in an aggregate minimum principal amount of $5,000,000 and integral multiples of $1,000,000 in excess of such amount.

(ii) To make a voluntary prepayment pursuant to Section 2.12(a)(i), the Borrower shall notify the Administrative Agent not later than 12:00 noon (New York City time) (A) at least one Business Day prior to the date of prepayment, in the case of prepayment of Base Rate Borrowings, or (B) at least three Business Days prior to the date of prepayment, in the case of prepayment of Eurodollar Rate Borrowings. Each such notice shall specify the prepayment date (which shall be a Business Day) and the principal amount of each Borrowing or portion thereof to be prepaid, and may be given by telephone or in writing (and, if given by telephone, shall promptly be confirmed in writing). Each such notice shall be irrevocable, and the principal amount of each Borrowing specified therein shall become due and payable on the prepayment date specified therein; provided that a notice of prepayment of Borrowings pursuant to Section 2.12(a)(i) may state that such notice is conditioned upon the occurrence of one or more events specified therein, in which case such notice may be revoked by the Borrower (by notice to the Administrative Agent on or prior to the specified date of prepayment) if such condition is not satisfied. Promptly following receipt of any such notice, the Administrative Agent shall advise the Lenders of the applicable Class of the details thereof. Each voluntary prepayment of a Borrowing shall be allocated among the Lenders holding Loans comprising such Borrowing in accordance with their applicable Pro Rata Shares.

(b) Voluntary Commitment Reductions.

(i) At any time and from time to time, the Borrower may, without premium or penalty but subject to compliance with the conditions set forth in this Section 2.12(b), terminate in whole or permanently reduce in part the Revolving Commitments in an amount up to the amount by which the total Revolving Commitments exceed the Total Utilization of Revolving Commitments at the time of such proposed termination or reduction; provided that each such partial reduction of the Revolving Commitments shall

be in an aggregate minimum amount of $5,000,000 and integral multiples of $1,000,000 in excess of such amount.

(ii) To make a voluntary termination or reduction of the Revolving Commitments pursuant to Section 2.12(b)(i), the Borrower shall notify the Administrative Agent not later than 12:00 noon (New York City time) at least three Business Days prior to the date of effectiveness of such termination or reduction. Each such notice shall specify the termination or reduction date (which shall be a Business Day) and the amount of any partial reduction, and may be given by telephone or in writing (and, if given by telephone, shall promptly be confirmed in writing). Each such notice shall be irrevocable, and the termination or reduction of the Revolving Commitments specified therein shall become effective on the date specified therein; provided that a notice of termination or reduction of the Revolving Commitments under Section 2.12(b)(i) may state that such notice is conditioned upon the occurrence of one or more events specified therein, in which case such notice may be revoked by the Borrower (by notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied. Promptly following receipt of any such notice, the Administrative Agent shall advise the Revolving Lenders of the details thereof. Each voluntary reduction of the Revolving Commitments shall reduce the Revolving Commitments of the Revolving Lenders in accordance with their applicable Pro Rata Shares.

(c) Term Loan Prepayment Auctions. Notwithstanding anything to the contrary contained in this Section 2.12 or any other provision of this Agreement, the Borrower may, without premium or penalty, prepay outstanding Term Loans on the following basis:

(i) The Borrower may conduct one or more auctions (each, an "**Auction**") to prepay all or any portion of the Term Loans of any Class at, for each dollar of the principal amount of such Term Loans discharged and satisfied as a result of such prepayment, a discount thereto by providing written notice to the Administrative Agent (for distribution to the Term Lenders of such Class) identifying the Class of the Term Loans that will be the subject of the Auction (an "**Auction Notice**"). Each Auction Notice shall be in a form reasonably acceptable to the Administrative Agent and shall specify (A) the total cash value of the prepayment amount bid, in a minimum amount of $10,000,000 and with minimum increments of $1,000,000 (the "**Auction Amount**"), and (B) the discount to par, which shall be a range (the "**Discount Range**") of percentages of the par principal amount of the Term Loans of such Class that represents the amount that could be paid in the Auction for each dollar of the principal amount of the Term Loans of such Class discharged and satisfied as a result of such prepayment. It is understood that concurrent Auctions may be conducted with respect to two or more Classes of Term Loans, and the Discount Range applicable to any such Auction may differ from the Discount Range applicable to any other such Auction.

(ii) In connection with any Auction, each Term Lender of the applicable Class may, in its discretion, participate in such Auction and may provide the Administrative Agent with a notice of participation (the "**Return Bid**"), which shall be in a form reasonably acceptable to the Administrative Agent and shall specify (A) a discount to par (the "**Reply Discount**"), which must be expressed as a percentage and must be within the

Discount Range applicable to such Auction, that such Term Lender is willing to accept in such Auction and (y) the par principal amount of such Term Lender's Term Loans of such Class that such Term Lender is willing to have prepaid in such Auction, which must be in increments of $1,000,000 or in an amount equal to such Term Lender's entire principal amount of such Term Loans (the "**Reply Amount**"). A Term Lender may only submit one Return Bid in an Auction.

(iii) Based on the Reply Discounts and Reply Amounts received by the Administrative Agent for any Auction, the Administrative Agent, in consultation with the Borrower, will determine the applicable discount (the "**Applicable Discount**") for such Auction, which shall be the lowest Reply Discount for which the Borrower can complete the Auction at the Auction Amount; provided that, in the event that the Reply Amounts are insufficient to allow the Borrower to complete such Auction at the entire Auction Amount therefor (any such Auction, a "**Failed Auction**"), the Borrower shall either, in its discretion, (A) withdraw such Auction or (B) complete such Auction at an Applicable Discount equal to the highest Reply Discount. On the date therefor specified in the Auction Notice with respect to such Auction, the Borrower shall prepay Term Loans subject to such Auction of each Term Lender participating in such Auction that specified a Reply Discount that is equal to or greater than the Applicable Discount ("**Qualifying Bids**"), such prepayment to be made at the Applicable Discount for each dollar of the par principal amount of such Term Loans discharged and satisfied as a result of such prepayment (with the amount so discharged and satisfied as a result of such prepayment being, for the avoidance of doubt, the full par principal amount of such Term Loans); provided that if the total cash value of the prepayment amount required to prepay all such Term Loans would exceed the Auction Amount for such Auction, the Borrower shall so prepay such Term Loans ratably among such Term Lenders based on the principal amounts of such Qualifying Bids (subject to rounding requirements specified by the Administrative Agent). Each participating Term Lender will receive notice of a Qualifying Bid as soon as reasonably practicable but in no case later than five Business Days from the date the Return Bid was due.

(iv) Once any Return Bids have been received by the Administrative Agent, the Borrower may not withdraw an Auction other than in the case of a Failed Auction. Upon submission by a Term Lender of a Qualifying Bid in any Auction, such Term Lender (each, a "**Qualifying Lender**") will be obligated to accept a prepayment at the Applicable Discount of the entirety or its allocable portion of the applicable Reply Amount. To the extent not otherwise provided in this Section 2.12(c), each Auction shall be consummated pursuant to procedures (including as to timing and notice) reasonably acceptable to the Administrative Agent. Any prepayment of Term Loans of any Class pursuant to this Section 2.12(c) shall be allocated among the Term Borrowings of such Class in a manner that would result in each Qualifying Lender's remaining Term Loans of such Class being included in each Term Borrowing of such Class in accordance with its applicable Pro Rata Share. Prepayments of Term Loans pursuant to this Section 2.12(c) shall be accompanied by accrued and unpaid interest thereon (determined on the full par principal amount thereof). Prepayments of Term Loans pursuant to this Section 2.12(c) shall not be subject to the provisions of Sections 2.15, 2.16 and 2.17(c). In connection with any prepayment of Term Loans pursuant to this Section 2.12(c), the

Administrative Agent is authorized to make appropriate entries in the Register to reflect the discharge and satisfaction of the par principal amount of the Term Loans prepaid notwithstanding the prepayment thereof at the Applicable Discount.

(v) Any prepayment of Term Loans pursuant to this Section 2.12(c) shall be subject to the following conditions: (A) the applicable Auction is open to all Term Lenders of the applicable Class on a pro rata basis, (B) at the time of delivery of the applicable Auction Notice and at the time of, and after giving effect to, such prepayment, no Default or Event of Default shall have occurred and be continuing, (C) at the time of delivery of the applicable Auction Notice and at the time of such prepayment, Holdings and the Borrower shall represent and warrant that neither Holdings nor any Subsidiary is in possession of any information regarding Holdings or any Subsidiary, their assets or ability to perform the Obligations or any other matter that may be material to a decision by any Lender to participate in an Auction, in each case that has not previously been disclosed to the Administrative Agent and the Lenders (with each Qualifying Lender that shall have determined for itself not to access any information so disclosed to the Lenders acknowledging that (1) other Lenders may have availed themselves of such information and (2) none of Holdings, any Subsidiary or the Administrative Agent has any responsibility for such Qualifying Lender's decision to limit the scope of the information it has obtained in connection with its decision to participate in such Auction) and (E) the Borrower shall not directly use the proceeds of Revolving Loans to make such prepayment. In connection with any Auction, the Administrative Agent may request one or more certificates of any Authorized Officer of Holdings and the Borrower as to the satisfaction of the conditions set forth in this paragraph.

2.13. Mandatory Prepayments. (a) Asset Sales; Condemnation Events. No later than the first Business Day following the date of receipt by Holdings or any Subsidiary of any Net Proceeds in respect of any Asset Sale or Condemnation Event, the Borrower shall prepay the Term Borrowings in an aggregate amount equal to such Net Proceeds; provided that, so long as no Default or Event of Default shall have occurred and be continuing, the Borrower may, prior to the date of the required prepayment, deliver to the Administrative Agent a certificate of an Authorized Officer of the Borrower to the effect that the Borrower intends to cause such Net Proceeds (or a portion thereof specified in such certificate) to be reinvested in long-term productive assets useful in the business of the Borrower and its Subsidiaries within 365 days after the receipt of such Net Proceeds (or within 180 days following the end of such 365-day period if a binding agreement so to reinvest such Net Proceeds is entered into within such 365-day period), and certifying that, as of the date thereof, no Default or Event of Default has occurred and is continuing, in which case the Borrower may so reinvest such Net Proceeds within such period; provided further that any such Net Proceeds that are not so reinvested by the end of such 365-day period (as such period may be extended as set forth above) shall be applied to prepay the Term Borrowings promptly upon the expiration of such period. Any amount referred to in any such certificate shall, pending reinvestment as provided in such certificate or application to prepay the Term Borrowings, be, at the option of the Borrower, (x) held in a Deposit Account of the Borrower that is subject to a Control Agreement in favor of the Collateral Agent or (y) applied to prepay outstanding Revolving Loans (in which case an amount of the Revolving Commitments equal to the amount of the proceeds so applied shall be restricted and not available for Credit Extensions to the Borrower other than Borrowings the proceeds of which

are promptly reinvested in accordance with, or applied to prepay Term Borrowings as contemplated by, this paragraph).

(b) Insurance Events. In the event any Insurance Event shall occur, the terms set forth on Schedule 2.13 shall apply with respect thereto and the Net Proceeds thereof, and Holdings and the Subsidiaries shall comply with their obligations set forth on such Schedule.

(c) Issuance of Debt. On the date of receipt by Holdings or any Subsidiary of any Net Proceeds from the incurrence of any Indebtedness (other than any Indebtedness permitted to be incurred pursuant to Section 6.1), the Borrower shall prepay the Term Borrowings in an aggregate amount equal to 100% of such Net Proceeds.

(d) Revolving Borrowings. The Borrower shall from time to time prepay the Revolving Borrowings (and cause the Letter of Credit Usage to be reduced) to the extent necessary so that the Total Utilization of Revolving Commitments shall not at any time exceed the total Revolving Commitments then in effect.

(e) Prepayment Notice and Certificate. Prior to any mandatory prepayment pursuant to this Section 2.13, the Borrower (i) shall notify the Administrative Agent of such prepayment and (ii) shall deliver to the Administrative Agent a certificate of an Authorized Officer of the Borrower demonstrating the calculation of the amount of the applicable prepayment. Each such notice shall specify the prepayment date and the principal amount of each Borrowing or portion thereof to be prepaid (with such specification to be in accordance with Section 2.15), and may be given by telephone or in writing (and, if given by telephone, shall promptly be confirmed in writing). Promptly following receipt of any such notice, the Administrative Agent shall advise the Lenders of the applicable Class of the details thereof. In the event that the Borrower shall subsequently determine that the actual amount received exceeded the amount set forth in such certificate, the Borrower shall promptly make an additional prepayment of the Term Borrowings, and the Borrower shall concurrently therewith deliver to the Administrative Agent a certificate of an Authorized Officer of the Borrower demonstrating the derivation of such excess.

2.14. Application of Mandatory Prepayments. Any prepayment of Term Borrowings pursuant to Section 2.13 in the event Term Borrowings of more than one Class shall be outstanding at the time, shall be allocated between each such Class of Term Borrowings on a pro rata basis (in accordance with the aggregate principal amount of outstanding Borrowings of each such Class), provided that the amounts so allocable to Incremental Term Loans of any Series may be applied to other Term Borrowings as provided in the applicable Incremental Facility Agreement, and (b) in the case of Term Borrowings of any Class providing for scheduled repayments thereof pursuant to Section 2.11, shall be applied ratably to reduce the subsequent scheduled repayments thereof required to be made pursuant to Section 2.11 (in accordance with the principal amounts of such scheduled repayments).

2.15. General Provisions Regarding Payments. (a) All payments by the Borrower or any other Credit Party of principal, interest, fees and other amounts required to be made hereunder or under any other Credit Document shall be made by wire transfer of same day funds in Dollars, without defense, recoupment, setoff or counterclaim, free of any restriction or

condition, to the account of the Administrative Agent most recently designated by it for such purpose and delivered to the Administrative Agent not later than 1:00 p.m. (New York City time) on the date due for the account of the Persons entitled thereto; provided that payments required to be made directly to an Issuing Bank shall be so made and payments made pursuant to Sections 2.17(c), 2.18, 2.19(f), 10.2 and 10.3 shall be made directly to the Persons entitled thereto.

(b) All payments in respect of the principal amount of any Loan (other than voluntary prepayments of Base Rate Revolving Loans) shall be accompanied by payment of accrued interest on the principal amount being repaid or prepaid, and all such payments (and, in any event, any payments in respect of any Loan on a date when interest is due and payable with respect to such Loan) shall be applied to the payment of interest then due and payable before application to principal.

(c) The Administrative Agent shall promptly distribute to each Lender at such address as such Lender shall indicate in writing, such Lender's applicable Pro Rata Share of all payments and prepayments of principal and interest due hereunder, and all fees and other amounts due to such Lender hereunder, to the extent received by the Administrative Agent.

(d) Notwithstanding the foregoing provisions hereof, if any Conversion/ Continuation Notice is withdrawn as to any Affected Lender or if any Affected Lender makes Base Rate Loans in lieu of its Pro Rata Share of any Eurodollar Rate Loans, the Administrative Agent shall give effect thereto in apportioning payments received thereafter.

(e) Subject to the proviso set forth in the definition of "Interest Period", whenever any payment to be made hereunder with respect to any Loan shall be stated to be due on a day that is not a Business Day, such payment shall be made on the immediately following Business Day, and such extension of time shall be included in the computation of the payment of interest hereunder.

(f) Any payment hereunder by or on behalf of the Borrower that is not received by the Administrative Agent in same day funds prior to 12:00 noon (New York City time) on the date due shall be deemed to have been received, for purposes of computing interest and fees hereunder (including for purposes of determining the applicability of Section 2.9), on the Business Day next succeeding the date of receipt (or, if later, the Business Day immediately following the date the funds received become available funds).

(g) If an Event of Default shall have occurred and the maturity of the Obligations shall have been accelerated pursuant to Section 8.1, all payments or proceeds received by the Administrative Agent or the Collateral Agent in respect of any of the Obligations shall be applied in accordance with the application arrangements described in Section 8.2 of the Pledge and Security Agreement.

2.16. Ratable Sharing. The Lenders hereby agree among themselves that if any Lender shall, whether through the exercise of any right of set-off or banker's lien, by counterclaim or cross action or by the enforcement of any right under the Credit Documents or otherwise, or as adequate protection of a deposit treated as cash collateral under the Bankruptcy Code, receive payment or reduction of a proportion of the aggregate amount of any principal,

interest, amounts payable in respect of Letters of Credit and fees owing to such Lender hereunder or under the other Credit Documents (collectively, the "**Aggregate Amounts Due**" to such Lender) resulting in such Lender receiving payment of a greater proportion of the Aggregate Amounts Due to such Lender than the proportion received by any other Lender in respect of the Aggregate Amounts Due to such other Lender, then the Lender receiving such proportionately greater payment shall (a) notify the Administrative Agent and each other Lender of the receipt of such payment and (b) apply a portion of such payment to purchase (for cash at face value) participations in the Aggregate Amounts Due to the other Lenders so that all such payments of Aggregate Amounts Due shall be shared by all the Lenders ratably in accordance with the Aggregate Amounts Due to them; provided that, if all or part of such proportionately greater payment received by such purchasing Lender is thereafter recovered from such Lender upon the bankruptcy or reorganization of the Borrower or otherwise, those purchases shall be rescinded and the purchase prices paid for such participations shall be returned to such purchasing Lender ratably to the extent of such recovery, but without interest. The Borrower expressly consents to the foregoing arrangement and agrees that any holder of a participation so purchased may exercise any and all rights of banker's lien, consolidation, set-off or counterclaim with respect to any and all monies owing by the Borrower to such holder with respect thereto as fully as if such holder were owed the amount of the participation held by such holder. The provisions of this Section 2.16 shall not be construed to apply to (i) any payment made by the Borrower pursuant to and in accordance with the express terms of this Agreement (including the application of funds arising from the existence of a Defaulting Lender) or (ii) any payment obtained by any Lender as consideration for the assignment of or sale of a participation in any of its Loans or other Obligations owing to it.

2.17. Making or Maintaining Eurodollar Rate Loans. (a) Inability to Determine Applicable Interest Rate. If, on or prior to any Interest Rate Determination Date with respect to any Interest Period for any Eurodollar Rate Borrowing, the Administrative Agent shall have determined (which determination shall be conclusive and binding on the parties hereto, absent manifest error) that by reason of circumstances affecting the London interbank market adequate and fair means do not exist for ascertaining the Adjusted Eurodollar Rate for such Interest Period, then the Administrative Agent shall give prompt notice (which may be telephonic) thereof to the Borrower and each Lender of such determination, whereupon (i) no Loans may be made as, or converted to, Eurodollar Rate Loans until such time as the Administrative Agent notifies the Borrower and the Lenders that the circumstances giving rise to such notice no longer exist, and (ii) any Funding Notice or Conversion/Continuation Notice given by the Borrower with respect to the Loans in respect of which such determination was made shall be deemed to have been rescinded by the Borrower.

(b) Illegality or Impracticability of Eurodollar Rate Loans. In the event that on any date any Lender shall have determined (which determination shall be conclusive and binding upon all parties hereto) that the making, maintaining or continuation of its Eurodollar Rate Loans (i) has become unlawful as a result of compliance by such Lender in good faith with any applicable law (or would conflict with any treaty, governmental rule, regulation, guideline or order not having the force of law even though the failure to comply therewith would not be unlawful) or (ii) has become impracticable as a result of contingencies occurring after the date hereof which materially and adversely affect the London interbank market or the position of such Lender in that market, then, and in any such event, such Lender shall be an "**Affected Lender**"

and it shall on that day give notice (by facsimile or by telephone confirmed in writing) to the Borrower and the Administrative Agent of such determination (which notice the Administrative Agent shall promptly transmit to each other Lender). If the Administrative Agent receives (A) a notice from any Lender pursuant to clause (i) of the preceding sentence or (B) a notice from Lenders constituting the Requisite Lenders pursuant to clause (ii) of the preceding sentence, then (1) the obligation of such Lender (or, in the case of a notice referred to in clause (B) above, the Lenders) to make Loans as, or to convert Loans to, Eurodollar Rate Loans shall be suspended until such notice shall have been withdrawn by such Lender (or, in the case of a notice referred to in clause (B) above, Lenders constituting the Requisite Lenders), (2) to the extent any such notice relates to a Eurodollar Rate Loan or Loans then being requested by the Borrower pursuant to a Funding Notice or a Conversion/Continuation Notice, such Lender (or, in the case of a notice referred to in clause (B) above, the Lenders) shall make such Loan or Loans as (or continue such Loan or Loans as or convert such Loan or Loans to, as the case may be) a Base Rate Loan or Loans, (3) such Lender's (or, in the case of a notice referred to in clause (B) above, the Lenders') obligation to maintain outstanding Eurodollar Rate Loans (the "**Affected Loans**") shall be terminated at the earlier to occur of the expiration of the Interest Period then in effect with respect to the Affected Loans or when required by law and (4) the Affected Loans shall automatically convert into Base Rate Loans on the date of such termination. Notwithstanding the foregoing, to the extent a determination by an Affected Lender or the Requisite Lenders as described above relates to a Eurodollar Rate Loan then being requested by the Borrower pursuant to a Funding Notice or a Conversion/Continuation Notice, the Borrower shall have the option, subject to the provisions of Section 2.17(c), to rescind such Funding Notice or Conversion/Continuation Notice as to all Lenders by giving written notice (or telephonic notice promptly confirmed in writing) to the Administrative Agent of such rescission on the date on which the Affected Lender or the Requisite Lenders give notice of its or their determination as described above (which notice of rescission the Administrative Agent shall promptly transmit to the Lenders).

(c) Compensation for Breakage or Non-Commencement of Interest Periods. The Borrower shall compensate each Lender for all losses, costs, expenses and liabilities that such Lender may sustain in the event (i) a borrowing of any Eurodollar Rate Loan does not occur on a date specified therefor in any Funding Notice (or any telephonic request for a borrowing) given by the Borrower (other than as a result of a failure by such Lender to make such Loan in accordance with its obligations hereunder), (ii) a conversion to or continuation of any Eurodollar Rate Loan does not occur on a date specified therefor in any Conversion/Continuation Notice (or a telephonic request for any conversion or continuation) given by the Borrower, (iii) any payment of any principal of any Eurodollar Rate Loan other than on the last day of an Interest Period applicable thereto (including as a result of an Event of Default), (iv) the conversion of any Eurodollar Rate Loan occurs other than on the last day of an Interest Period applicable thereto, (v) the assignment of any Eurodollar Rate Loan occurs other than on the last day of an Interest Period applicable thereto as a result of Section 2.23(e) or a request by the Borrower pursuant to Section 2.22 or (vi) a prepayment of any Eurodollar Rate Loan does not occur on a date specified therefor in any notice of prepayment given by the Borrower. Such loss, cost, expense or liability to any Lender shall be deemed to include an amount determined by such Lender to be the excess, if any, of (A) the amount of interest that would have accrued on the principal amount of such Loan had such event not occurred, at the Adjusted Eurodollar Rate that would have been applicable to such Loan (but not including the Applicable Margin applicable thereto), for the

period from the date of such event to the last day of the then current Interest Period therefor (or, in the case of a failure to borrow, convert or continue, for the period that would have been the Interest Period for such Loan), over (B) the amount of interest that would accrue on such principal amount for such period at the interest rate which such Lender would bid were it to bid, at the commencement of such period, for Dollar deposits of a comparable amount and period from other banks in the London interbank market. To request compensation under this Section 2.17(c), a Lender shall deliver to the Borrower a certificate setting forth in reasonable detail the basis and calculation of any amount or amounts that such Lender is entitled to receive pursuant to this Section 2.17(c), which certificate shall be conclusive and binding absent manifest error. The Borrower shall pay such Lender the amount shown as due on any such certificate within 10 days after receipt thereof.

(d) Booking of Eurodollar Rate Loans. Any Lender may make, carry or transfer Eurodollar Rate Loans at, to or for the account of any of its branch offices or the office of any Affiliate of such Lender.

(e) Assumptions Concerning Funding of Eurodollar Rate Loans. Calculation of all amounts payable to a Lender under this Section 2.17 and under Section 2.18 shall be made as though such Lender had actually funded each of its relevant Eurodollar Rate Loans through the purchase of a Eurodollar deposit bearing interest at the rate obtained pursuant to clause (i) of the definition of Adjusted Eurodollar Rate in an amount equal to the amount of such Eurodollar Rate Loan and having a maturity comparable to the relevant Interest Period and through the transfer of such Eurodollar deposit from an offshore office of such Lender to a domestic office of such Lender in the United States of America; provided that each Lender may fund each of its Eurodollar Rate Loans in any manner it sees fit and the foregoing assumptions shall be utilized only for the purposes of calculating amounts payable under this Section 2.17 and under Section 2.18.

2.18. Increased Costs; Capital Adequacy. (a) Compensation for Increased Costs and Taxes. Subject to the provisions of Section 2.19 (which shall be controlling with respect to the matters covered thereby), in the event that any law, treaty or governmental rule, regulation or order, or any change therein or in the interpretation, administration or application thereof (including the introduction of any new law, treaty or governmental rule, regulation or order), or any determination of a court or governmental authority, in each case that becomes effective after the date hereof, or compliance by such Lender with any guideline, request or directive issued or made after the date hereof by any central bank or other governmental or quasi-governmental authority (whether or not having the force of law) (provided that for purposes of this Agreement, the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives in connection therewith shall be deemed to have been adopted and become effective after the date hereof): (i) subjects any Lender (which term shall include each Issuing Bank for purposes of this Section 2.18(a)) (or its applicable lending office) to any additional Tax (other than any Tax indemnifiable under Section 2.19 or any Excluded Tax) with respect to this Agreement or any of the other Credit Documents or any of its obligations hereunder or thereunder or any payments to such Lender (or its applicable lending office) of principal, interest, fees or any other amount payable hereunder; (ii) imposes, modifies or holds applicable any reserve (including any marginal, emergency, supplemental, special or other reserve), special deposit, compulsory loan, FDIC insurance or similar requirement against

assets held by, or deposits or other liabilities in or for the account of, or advances or loans by, or other credit extended by, or any other acquisition of funds by, any office of any Lender (other than any such reserve or other requirements with respect to Eurodollar Rate Loans that are reflected in the definition of Adjusted Eurodollar Rate); or (iii) imposes any other condition, cost or expense on or affecting any Lender (or its applicable lending office) or its obligations hereunder or the London interbank market; and the result of any of the foregoing is to increase the cost to such Lender of agreeing to make, making or maintaining Eurodollar Rate Loans hereunder or to reduce any amount received or receivable by such Lender (or its applicable lending office) with respect thereto; then, in any such case, the Borrower shall promptly pay to such Lender, upon receipt of the statement referred to in the next sentence, such additional amount or amounts (in the form of an increased rate of, or a different method of calculating, interest or otherwise as such Lender, in consultation with the Borrower, shall determine) as may be necessary to compensate such Lender for any such increased cost or reduction in amounts received or receivable hereunder. Such Lender shall deliver to the Borrower (with a copy to the Administrative Agent) a written statement, setting forth in reasonable detail the basis and calculation of the additional amounts owed to such Lender under this Section 2.18(a), which statement shall be conclusive and binding upon all parties hereto absent manifest error.

(b) Capital Adequacy Adjustment. In the event that any Lender (which term shall include each Issuing Bank for purposes of this Section 2.18(b)) shall have determined that the adoption, effectiveness, phase-in or applicability after the date hereof of any law, rule or regulation (or any provision thereof) regarding capital adequacy, or any change therein or in the interpretation or administration thereof after the date hereof by any Governmental Authority, central bank or comparable agency charged with the interpretation or administration thereof, or compliance by any Lender (or its applicable lending office) with any guideline, request or directive regarding capital adequacy (whether or not having the force of law) of any such Governmental Authority, central bank or comparable agency (provided that for purposes of this Agreement, the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives in connection therewith shall be deemed to have been adopted and become effective after the date hereof), has or would have the effect of reducing the rate of return on the capital of such Lender or any corporation controlling such Lender as a consequence of, or with reference to, such Lender's Loans or Revolving Commitments or Letters of Credit, or participations therein or other obligations hereunder with respect to the Loans or the Letters of Credit to a level below that which such Lender or such controlling corporation could have achieved but for such adoption, effectiveness, phase-in, applicability, change or compliance (taking into consideration the policies of such Lender or such controlling corporation with regard to capital adequacy), then from time to time, within five Business Days after receipt by the Borrower from such Lender of the statement referred to in the next sentence, the Borrower shall pay to such Lender such additional amount or amounts as will compensate such Lender or such controlling corporation on an after-tax basis for such reduction. Such Lender shall deliver to the Borrower (with a copy to the Administrative Agent) a written statement, setting forth in reasonable detail the basis and calculation of the additional amounts owed to Lender under this Section 2.18(b), which statement shall be conclusive and binding upon all parties hereto absent manifest error.

2.19. Taxes; Withholding, Etc. (a) All sums payable by or on behalf of any Credit Party hereunder and under the other Credit Documents shall (except to the extent required

by law) be paid free and clear of, and without any deduction or withholding on account of, any Tax imposed, levied, collected, withheld or assessed by any Governmental Authority.

(b) If any Credit Party or the Administrative Agent is required by law to make any deduction or withholding on account of any such Tax described in Section 2.19(a) from any sum paid or payable by any Credit Party to the Administrative Agent or any Lender (which term shall include each Issuing Bank for purposes of this Section 2.19) under any of the Credit Documents: (i) the Borrower shall pay, or cause to be paid, any such Tax before the date on which penalties attach thereto, such payment to be made (if the liability to pay is imposed on any Credit Party) for its own account or (if the liability is imposed on the Administrative Agent or such Lender, as the case may be) on behalf of and in the name of the Administrative Agent or such Lender; (ii) unless otherwise provided in this Section 2.19, the sum payable by such Credit Party in respect of which the relevant deduction, withholding or payment is required shall be increased to the extent necessary to ensure that, after the making of that deduction, withholding or payment, the Administrative Agent or such Lender, as the case may be, receives on the due date a sum equal to what it would have received had no such deduction, withholding or payment been required or made; and (iii) within 30 days after the due date of payment of any Tax that it is required by clause (i) above to pay, the Borrower shall deliver to the Administrative Agent evidence reasonably satisfactory to the Administrative Agent of such deduction, withholding or payment and of the remittance thereof to the relevant taxing or other authority; provided that, no such additional amount shall be required to be paid to any Lender or the Administrative Agent, under clause (ii) above with respect to (A) any Tax on the overall net income of any Lender or the Administrative Agent, (B) any branch profits Tax imposed by the United States of America or any comparable Tax imposed by any other jurisdiction in which any Lender has a branch, or (C) , in the case of a Non-U.S. Lender, any withholding Tax, except to the extent that any Change in Tax Law after the date hereof (or in the case of an assignee, after the Assignment Effective Date, or in the case of a Lender that changes its applicable lending office (other than pursuant to Section 2.20), after the effective date of such change, or in the case of an Incremental Lender, after the effective date of the Incremental Facility Agreement) shall result in an increase in the rate of such deduction, withholding or payment from that in effect at the date hereof, or at such Assignment Effective Date, the effective date of such change in applicable lending office or the effective date of such Incremental Facility Agreement, as the case may be, in respect of payments to such Lender or the Administrative Agent; provided that a Lender that shall have become a Lender pursuant to an Assignment Agreement shall be entitled to receive all such additional amounts as such Lender's assignor would have been entitled to receive with respect to such withholding tax pursuant to this clause (C) prior to such assignment and a Lender that changes its applicable lending office shall be entitled to receive all such additional amounts as such Lender would have been entitled to receive with respect to such withholding tax pursuant to this clause (C) prior to such change (each of (A), (B) and (C), an "**Excluded Tax**").

(c) Each Lender that is not a United States person (as such term is defined in Section 7701(a)(30) of the Internal Revenue Code) for United States federal income tax purposes (a "**Non-US Lender**") shall, to the extent such Lender is legally able to do so, deliver to the Administrative Agent for transmission to the Borrower, on or prior to the Closing Date (in the case of each Lender listed on the signature pages hereof on the Closing Date) or on or prior to the Assignment Effective Date or the effective date of the change of its applicable lending office or the effective date of the Incremental Facility Agreement pursuant to which it becomes a

Lender (as applicable), and at such other times as may be necessary in the determination of the Borrower or the Administrative Agent (each in the reasonable exercise of its discretion), (i) two original copies of Internal Revenue Service Form W-8BEN (with respect to an income tax treaty), W-8ECI or W-8EXP (or, in each case, any successor forms), properly completed and duly executed by such Lender, and such other documentation required under the Internal Revenue Code or reasonably requested by the Borrower to establish that such Lender is not subject to (or is subject to a reduced rate of) deduction or withholding of United States federal income tax with respect to any payments to such Lender of principal, interest, fees or other amounts payable under any of the Credit Documents, (ii) if such Lender is not a "bank" or other Person described in Section 881(c)(3) of the Internal Revenue Code, a certificate in the form of Exhibit B ("**Certificate re Non-Bank Status**") together with two original copies of Internal Revenue Service Form W-8BEN (with respect to the portfolio interest exemption) (or any successor form), properly completed and duly executed by such Lender, and such other documentation required under the Internal Revenue Code or reasonably requested by the Borrower to establish that such Lender is not subject to deduction or withholding of United States federal income tax with respect to any payments to such Lender of principal, interest, fees or other amounts payable under any of the Credit Documents, or (iii) to the extent a Non-US Lender is not the beneficial owner (for example, where the Non-US Lender is treated as a partnership for United States federal income tax purposes or is a participating Lender granting a typical participation), two original copies of Internal Revenue Service Form W-8IMY, accompanied by an Internal Revenue Service Form W-8ECI, W-8BEN (together with a Certificate re Non-Bank Status, if applicable) or W-9 of each beneficial owner, in each case, certifying that such beneficial owner is not subject to (or is subject to a reduced rate of) deduction or withholding of United States federal income tax with respect to any payments to such Non-US Lender of principal, interest, fees or other amounts payable under any of the Credit Documents; provided that if the Non-US Lender is a partnership (and not a participating Lender) and one or more beneficial owners of such Non-US Lender are claiming the portfolio interest exemption, such Non-US Lender may provide a Certificate re Non-Bank Status on behalf of each such beneficial owner and such other documentation required under the Internal Revenue Code or reasonably requested by the Borrower to establish that such Non-US Lender is not subject to deduction or withholding of United States federal income tax with respect to any payments to such Non-US Lender of amounts payable under any of the Credit Documents. Each Lender that is a United States person (as such term is defined in Section 7701(a)(30) of the Internal Revenue Code) for United States federal income tax purposes (a "**US Lender**") shall deliver to the Administrative Agent and the Borrower on or prior to the Closing Date (or, if later, on or prior to the date on which such Lender becomes a party to this Agreement) two original copies of Internal Revenue Service Form W-9 (or any successor form), properly completed and duly executed by such Lender, certifying that such US Lender is entitled to an exemption from United States backup withholding tax. Each Lender required to deliver any forms, certificates or other evidence with respect to United States federal income tax withholding matters pursuant to this Section 2.19(c) hereby agrees, from time to time after the initial delivery by such Lender of such forms, certificates or other evidence, whenever a lapse in time or change in circumstances renders such forms, certificates or other evidence obsolete or inaccurate in any material respect, that such Lender shall promptly deliver to the Administrative Agent for transmission to the Borrower two new original copies of Internal Revenue Service Form W-8BEN, W-8ECI, W-8EXP, W-8IMY and/or W-9 (or, in each case, any successor form), or a Certificate re Non-Bank

Status and two original copies of Internal Revenue Service Form W-8BEN and/or W-8IMY (or, in each case, any successor form), as the case may be, properly completed and duly executed by such Lender (and each beneficial owner, as applicable), and such other documentation required under the Internal Revenue Code or reasonably requested by the Borrower to confirm or establish that such Lender (and each beneficial owner, as applicable) is not subject to deduction or withholding of United States federal income tax with respect to payments to such Lender under the Credit Documents, or notify the Administrative Agent and the Borrower of its inability to deliver any such forms, certificates or other evidence. No Credit Party shall be required to pay any additional amount under this Section 2.19 to a Lender, to the extent such additional amount is attributable to such Lender's failure, inability or ineligibility, at any time on or after the date on which such Lender becomes a party to this Agreement, to deliver the forms (together with the certificates and/or other evidence, as applicable), described in the first sentence of this Section 2.19(c) (in the case of a Non-US Lender) or the second sentence of this Section 2.19(c) (in the case of a US Lender); provided that if such Lender shall have delivered the forms (together with the certificates and/or other evidence, as applicable) described in the first sentence of this Section 2.19(c) (in the case of a Non-US Lender) or the second sentence of this Section 2.19(c) (in the case of a US Lender) on the Closing Date or on the Assignment Effective Date or the effective date of the change of its applicable lending office or the effective date of the Incremental Facility Agreement pursuant to which it became a Lender, as applicable, nothing in this last sentence of this Section 2.19(c) shall relieve any Credit Party of its obligation to pay any additional amounts pursuant to this Section 2.19 in the event that, as a result of a Change in Tax Law occurring after such date, such Lender (or its beneficial owners, as applicable) is no longer properly entitled to deliver forms, certificates or other evidence at a subsequent date establishing that such Lender is not subject to deduction or withholding as described herein. In addition, if any Lender is entitled to an exemption from or reduction in withholding tax with respect to payments under the Credit Documents, then such Lender shall deliver to the Borrower and the Administrative Agent such properly completed and executed documentation prescribed by applicable law as will permit such payments to be made without withholding or at a reduced rate of withholding; provided, however, that no Lender shall be required under this sentence to provide any documentation that it is not legally entitled to deliver or disclose any information that it deems confidential, in each case determined in the reasonable discretion of such Lender.

(d) Notwithstanding anything to the contrary, Borrower shall not be required to pay any additional amount pursuant to Section 2.19(b) with respect to any United States federal withholding tax imposed under FATCA.

(e) Without limiting the provisions of Section 2.19(b), Borrower shall timely pay all Other Taxes to the relevant Governmental Authorities in accordance with applicable law. Borrower shall deliver to Administrative Agent official receipts or other evidence of such payment reasonably satisfactory to Administrative Agent in respect of any Other Taxes payable hereunder promptly after payment of such Other Taxes.

(f) The Borrower shall indemnify the Administrative Agent and any Lender for the full amount of Taxes for which additional amounts are required to be paid pursuant to Section 2.19(b) arising in connection with payments made under this Agreement or any other Credit Document and Other Taxes (including any such Taxes (other than any Excluded Taxes) or Other Taxes imposed or asserted on or attributable to amounts payable under this Section 2.19)

paid by the Administrative Agent or Lender or any of their respective Affiliates, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to such Credit Party shall be conclusive absent manifest error. Such payment shall be due within 30 days of such Credit Party's receipt of such certificate.

(g) If any party determines, in its sole discretion exercised in good faith, that it has received, or is entitled to, a refund of any Taxes as to which it has been indemnified pursuant to this Section 2.19 (including additional amounts paid pursuant to this Section 2.19), it shall use reasonable efforts to apply for such refund (provided that applying for such refund does not require such party to incur any material unreimbursed cost or expense and is not otherwise materially disadvantageous to such party) and shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this Section with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including any Taxes) of such indemnified party and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid to such indemnified party pursuant to the previous sentence (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) in the event such indemnified party is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this Section 2.19(g), in no event will any indemnified party be required to pay any amount to any indemnifying party pursuant to this Section 2.19(g) if such payment would place such indemnified party in a less favorable position (on a net after-Tax basis) than such indemnified party would have been in if the indemnification payments or additional amounts giving rise to such refund had never been paid. This Section 2.19(g) shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes which it deems confidential) to the indemnifying party or any other Person.

(h) For the avoidance of doubt, this Section 2.19 shall not apply to any Hedge Agreement.

2.20. Obligation to Mitigate. Each Lender (which term shall include each Issuing Bank for purposes of this Section 2.20) agrees that, as promptly as practicable after the officer of such Lender responsible for administering its Loans or Letters of Credit, as the case may be, becomes aware of the occurrence of an event or the existence of a condition that would cause such Lender to become an Affected Lender or that would entitle such Lender to receive payments under Section 2.17, 2.18 or 2.19, it will, to the extent not inconsistent with the internal policies of such Lender and any applicable legal or regulatory restrictions, use reasonable efforts (a) to make, issue, fund or maintain its Loans, including any Affected Loans, through another office of such Lender or (b) to take such other measures as such Lender may deem reasonable, if as a result thereof the circumstances that would cause such Lender to be an Affected Lender would cease to exist or the additional amounts that would otherwise be required to be paid to such Lender pursuant to Section 2.17, 2.18 or 2.19 would be materially reduced and if, as determined by such Lender in its sole discretion, the making, issuing, funding or maintaining of its Commitments, Loans or Letters of Credit through such other office or in accordance with such other measures, as the case may be, would not otherwise adversely affect its Commitments,

Loans or Letters of Credit or the interests of such Lender; provided that such Lender will not be obligated to utilize such other office pursuant to this Section 2.20 unless the Borrower agrees to pay all incremental expenses incurred by such Lender as a result of utilizing such other office as described above. A certificate as to the amount of any such expenses payable by the Borrower pursuant to this Section 2.20 (setting forth in reasonable detail the basis and calculation of such amount) submitted by such Lender to the Borrower (with a copy to the Administrative Agent) shall be conclusive absent manifest error.

2.21. Defaulting Lenders. (a) Defaulting Lender Adjustments. Notwithstanding anything to the contrary contained in this Agreement, if any Revolving Lender becomes a Defaulting Lender, then, until such time as such Revolving Lender is no longer a Defaulting Lender, to the extent permitted by applicable law:

(i) Waivers and Amendments. Such Defaulting Lender's right to approve or disapprove any amendment, waiver or consent with respect to this Agreement or any other Credit Document shall be restricted as set forth in the definition of the term Requisite Lenders.

(ii) Defaulting Lender Waterfall. Any payment of principal, interest, fees or other amounts received by the Administrative Agent for the account of such Defaulting Lender (whether voluntary or mandatory, at maturity, pursuant to Section 8 or otherwise) or received by the Administrative Agent from a Defaulting Lender pursuant to Section 10.4 shall be applied at such time or times as may be determined by the Administrative Agent as follows: first, to the payment of any amounts owing by such Defaulting Lender to the Administrative Agent hereunder; second, to the payment on a pro rata basis of any amounts owing by such Defaulting Lender to any Issuing Bank hereunder; third, to Cash Collateralize the Issuing Banks' Fronting Exposure with respect to such Defaulting Lender; fourth, as the Borrower may request (so long as no Default or Event of Default exists), to the funding of any Revolving Loan in respect of which such Defaulting Lender has failed to fund its portion thereof as required by this Agreement, as determined by the Administrative Agent; fifth, if so determined by the Administrative Agent and the Borrower, to be held in a deposit account and released pro rata in order to (A) satisfy such Defaulting Lender's potential future funding obligations with respect to Revolving Loans under this Agreement and (B) Cash Collateralize the Issuing Banks' future Fronting Exposure with respect to such Defaulting Lender with respect to future Letters of Credit issued under this Agreement; sixth, to the payment of any amounts owing to the Revolving Lenders and the Issuing Banks as a result of any final, non-appealable judgment of a court of competent jurisdiction obtained by any Revolving Lender or any Issuing Bank against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; seventh, so long as no Default or Event of Default exists, to the payment of any amounts owing to the Borrower as a result of any final, non-appealable judgment of a court of competent jurisdiction obtained by the Borrower against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; and eighth, to such Defaulting Lender or as otherwise directed by a court of competent jurisdiction; provided that if (1) such payment is a payment of the principal amount of any Revolving Loans or drawings under Letters of Credit in respect of which such Defaulting Lender has not fully funded its Pro Rata

Share, and (2) such Revolving Loans were made or the related Letters of Credit were issued at a time when the conditions set forth in Section 3 were satisfied or waived, such payment shall be applied solely to pay the Revolving Loans of, and drawings under Letters of Credit owed to, all Non-Defaulting Lenders on a pro rata basis prior to being applied to the payment of any Revolving Loans of, or drawings under Letters of Credit owed to, such Defaulting Lender until such time as all Revolving Loans and funded and unfunded participations in Letters of Credit are held by the Revolving Lenders in accordance with their Pro Rata Shares without giving effect to Section 2.21(a)(iv). Any payments, prepayments or other amounts paid or payable to a Defaulting Lender that are applied (or held) to pay amounts owed by a Defaulting Lender or to post Cash Collateral pursuant to this Section 2.21(a)(ii) shall be deemed paid to and redirected by such Defaulting Lender, and each Revolving Lender irrevocably consents hereto.

(iii) Certain Fees. (A) No Defaulting Lender shall be entitled to receive any commitment fee pursuant to Section 2.10(a)(i) for any period during which such Revolving Lender is a Defaulting Lender (and the Borrower shall not be required to pay any such fee that otherwise would have been required to have been paid to such Defaulting Lender).

(B) Each Defaulting Lender shall be entitled to receive a letter of credit fee pursuant to Section 2.10(a)(ii) for any period during which such Revolving Lender is a Defaulting Lender only to the extent allocable to its Pro Rata Share of the stated amount of Letters of Credit for which it has provided Cash Collateral.

(C) With respect to any commitment fee or letter of credit fee not required to be paid to any Defaulting Lender pursuant to clause (A) or (B) above, the Borrower shall (1) pay to each Non-Defaulting Lender that portion of any such fee otherwise payable to such Defaulting Lender with respect to such Defaulting Lender's participation in Letters of Credit that has been reallocated to such Non-Defaulting Lender pursuant to Section 2.21(a)(iv), (2) pay to each Issuing Bank the amount of any such fee otherwise payable to such Defaulting Lender to the extent allocable to such Issuing Bank's Fronting Exposure to such Defaulting Lender, and (3) not be required to pay the remaining amount of any such fee.

(iv) Reallocation of Participations to Reduce Fronting Exposure. All or any part of such Defaulting Lender's participation in Letters of Credit shall be reallocated among the Non-Defaulting Lenders in accordance with their respective Pro Rata Shares (calculated without regard to such Defaulting Lender's Commitment) but only to the extent that (A) the conditions set forth in Section 3 are satisfied at the time of such reallocation (and, unless the Borrower shall have otherwise notified the Administrative Agent at such time, the Borrower shall be deemed to have represented and warranted that such conditions are satisfied at such time), and (B) such reallocation does not cause the Revolving Exposure of any Non-Defaulting Lender to exceed such Non-Defaulting Lender's Revolving Commitment. No reallocation hereunder shall constitute a waiver or release of any claim of any party hereunder against a Defaulting Lender arising from that Revolving Lender having become a Defaulting Lender, including any claim of a Non-

Defaulting Lender as a result of such Non-Defaulting Lender's increased exposure following such reallocation.

(v) Cash Collateral. If the reallocation described in Section 2.21(a)(iv) cannot, or can only partially, be effected, the Borrower shall, without prejudice to any right or remedy available to it hereunder or under law, Cash Collateralize the Issuing Banks' Fronting Exposure.

(b) Defaulting Lender Cure. If the Borrower, the Administrative Agent and each Issuing Bank agree in writing that a Revolving Lender is no longer a Defaulting Lender, the Administrative Agent will so notify the parties hereto, whereupon as of the effective date specified in such notice and subject to any conditions set forth therein (which may include arrangements with respect to any Cash Collateral), such Revolving Lender will, to the extent applicable, purchase at par that portion of outstanding Revolving Loans of the other Revolving Lenders or take such other actions as the Administrative Agent may determine to be necessary to cause the Revolving Loans and funded and unfunded participations in Letters of Credit to be held by the Revolving Lenders in accordance with their Pro Rata Shares (without giving effect to Section 2.21(a)(iv)), whereupon such Revolving Lender will cease to be a Defaulting Lender; provided that no adjustments will be made retroactively with respect to fees accrued or payments made by or on behalf of the Borrower while such Revolving Lender was a Defaulting Lender; and provided further that except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Lender to Non-Defaulting Lender will constitute a waiver or release of any claim of any party hereunder arising from a Revolving Lender's having been a Defaulting Lender.

(c) New Letters of Credit. So long as any Revolving Lender is a Defaulting Lender, no Issuing Bank shall be required to issue, extend, renew or increase any Letter of Credit unless it is satisfied that it will have no Fronting Exposure after giving effect thereto.

2.22. Removal or Replacement of a Lender. Notwithstanding anything contained herein to the contrary, in the event that: (a) (i) any Lender (an "**Increased-Cost Lender**") shall give notice to the Borrower that such Lender is an Affected Lender or that such Lender is entitled to receive payments under Section 2.18 or 2.19, (ii) the circumstances which have caused such Lender to be an Affected Lender or which entitle such Lender to receive such payments shall remain in effect, and (iii) such Lender shall fail to withdraw such notice within five Business Days after the Borrower's request for such withdrawal; (b) any Lender shall be a Defaulting Lender; or (c) (i) in connection with any proposed waiver, amendment or other modification of any Credit Document, or any consent to any departure by any Credit Party therefrom, of the type referred to in Section 10.5(b) the consent of the Requisite Lenders (or, in circumstances where Section 10.5(d) does not require the consent of the Requisite Lenders, a majority interest of the Lenders of the affected Class) shall have been obtained but the consent of one or more of such other Lenders whose consent is required but shall not have been obtained or (ii) in connection with any Loan Modification Offer, any Lender shall not be an Accepting Lender (each Lender described in sub-clauses (i) and (ii) of this clause (c), a "**Non-Consenting Lender**"); then, with respect to each such Increased-Cost Lender, Defaulting Lender or Non-Consenting Lender (each, a "**Terminated Lender**"), the Borrower may, by giving written notice to the Administrative Agent and any Terminated Lender of its election to do so, elect to cause

such Terminated Lender (and such Terminated Lender hereby irrevocably agrees) to assign its outstanding Loans and its Commitments, if any, in full (or, in the case of any Non-Consenting Lender, its outstanding Loans and its Commitments of a particular Class in full) to one or more Eligible Assignees (each, a "**Replacement Lender**") in accordance with the provisions of Section 10.6, and the Borrower shall pay the fees, if any, payable under such Section in connection with any such assignment; provided that (A) on the date of such assignment, the Replacement Lender shall pay to the Terminated Lender an amount equal to the sum of (1) an amount equal to the principal of, and all accrued and unpaid interest on, all outstanding Loans of the Terminated Lender subject to such assignment and (2) in the case of an assignment of a Terminated Lender's rights and obligations as a Revolving Lender, (x) an amount equal to all unreimbursed drawings under Letters of Credit participations with respect to which have been funded by such Terminated Lender, together with all accrued and unpaid interest thereon, and (y) an amount equal to all accrued but unpaid fees owing to such Terminated Lender pursuant to Section 2.10; (B) on the date of such assignment, the Borrower shall pay any amounts payable to such Terminated Lender pursuant to Section 2.17(c), 2.18 or 2.19 (or any other Section, assuming that such assignment were a prepayment (other than any amount referred to in clause (A) above)), and (3) in the event such Terminated Lender is a Non-Consenting Lender, the Replacement Lender shall consent, at the time of such assignment, to each matter in respect of which such Terminated Lender was a Non-Consenting Lender. Each Lender agrees that if the Borrower exercises its option hereunder to cause an assignment by such Lender as a Terminated Lender, such Lender shall, promptly after receipt of written notice of such election, execute and deliver all documentation necessary to effectuate such assignment in accordance with Section 10.6. In the event that a Lender does not comply with the requirements of the immediately preceding sentence within one Business Day after receipt of such notice, each Lender hereby authorizes and directs the Administrative Agent to execute and deliver such documentation as may be required to give effect to an assignment in accordance with Section 10.6 on behalf of a Terminated Lender, and any such documentation so executed by the Administrative Agent shall be effective for purposes of documenting an assignment pursuant to Section 10.6.

2.23. Incremental Facilities. (a) The Borrower may on one or more occasions, by written notice to the Administrative Agent, request (i) during the Revolving Commitment Period, the establishment of Incremental Revolving Commitments and/or (ii) the establishment of Incremental Term Loan Commitments, provided that the aggregate amount of all the Incremental Commitments established at any time shall not exceed the Permitted Incremental Amount at such time. Each such notice shall specify (A) the date on which the Borrower proposes that the Incremental Revolving Commitments or the Incremental Term Loan Commitments, as applicable, shall be effective, which shall be a date not less than 10 Business Days (or such shorter period as may be agreed to by the Administrative Agent) after the date on which such notice is delivered to the Administrative Agent and (B) the amount of the Incremental Revolving Commitments or Incremental Term Loan Commitments, as applicable, being requested (it being agreed that (1) any Lender approached to provide any Incremental Revolving Commitment or Incremental Term Loan Commitment may elect or decline, in its sole discretion, to provide such Incremental Revolving Commitment or Incremental Term Loan Commitment and (2) any Person that the Borrower proposes to become an Incremental Lender, if such Person is not then a Lender, must be an Eligible Assignee and must be reasonably acceptable to the Administrative Agent and, in the case of any proposed Incremental Revolving Lender, each Issuing Bank).

(b) The terms and conditions of any Incremental Revolving Commitment and Loans and other extensions of credit to be made thereunder shall be identical to those of the Revolving Commitments and Loans and other extensions of credit made thereunder, and shall be treated as a single Class with such Revolving Commitments and Loans, it being agreed, however, that in connection with the effectiveness of any Incremental Revolving Commitment, subject to the consent of the Borrower, this Agreement may be modified to increase (but not decrease) the Applicable Margin and fees payable for the account of the Revolving Lenders pursuant Section 2.10, so long as such increase is effective for the benefit of all the Revolving Lenders hereunder on equal terms. The terms and conditions of any Incremental Term Loan Commitments and the Incremental Term Loans to be made thereunder shall be, except as otherwise set forth herein or in the applicable Incremental Facility Agreement, identical to those of the Tranche B Term Loan Commitments and the Tranche B Term Loans; provided that (i) the weighted average life to maturity of any Incremental Term Loans shall be no shorter than the remaining weighted average life to maturity of the Tranche B Terms Loans and (ii) no Incremental Term Loan Maturity Date shall be earlier than the Tranche B Term Loan Maturity Date.

(c) The Incremental Commitments shall be effected pursuant to one or more Incremental Facility Agreements executed and delivered by Holdings, the Borrower, each Incremental Lender providing such Incremental Commitments and the Administrative Agent; provided that no Incremental Commitments shall become effective unless (i) no Default or Event of Default shall have occurred and be continuing on the date of effectiveness thereof, both immediately prior to and immediately after giving effect to such Incremental Commitments and the making of Loans and other Credit Extensions thereunder to be made on such date, (ii) on the date of effectiveness thereof, the representations and warranties of each Credit Party set forth in the Credit Documents shall be true and correct (A) in the case of the representations and warranties qualified as to materiality, in all respects and (B) otherwise, in all material respects, in each case on and as of such date, except in the case of any such representation and warranty that expressly relates to a prior date, in which case such representation and warranty shall be so true and correct on and as of such prior date, (iii) after giving effect to such Incremental Commitments and the making of Loans and other Credit Extensions thereunder to be made on the date of effectiveness thereof Holdings and the Borrower shall be in pro forma compliance with the financial covenants set forth in Section 6.7 (determined in accordance with Section 1.2(b)) as of the last day of the Fiscal Quarter most recently ended on or prior to such date for which financial statements are available (provided that, for purposes of determining the Leverage Ratio under Section 6.7(b), the Consolidated Total Debt shall be determined on a pro forma basis as of such date), (iv) the Borrower shall make any payments required to be made pursuant to Section 2.17(c) in connection with such Incremental Commitments and the related transactions under this Section 2.23, (v) any Collateral Documents (including any Mortgages) shall have been amended or modified as shall reasonably be requested by the Administrative Agent or the Collateral Agent to secure the increased aggregate amount of Obligations after giving effect to such Incremental Commitments and (vi) Holdings and the Borrower shall have delivered to the Administrative Agent such legal opinions, board resolutions, secretary's certificates, officer's certificates and other documents as shall reasonably be requested by the Administrative Agent in connection with any such transaction. Each Incremental Facility Agreement may, without the consent of any Lender, effect such amendments to this Agreement and the other Credit Documents as may be necessary or appropriate, in the opinion of the Administrative Agent, to

give effect to the provisions of this Section 2.23 (including any increase referred to in Section 2.23(b)). Any Incremental Term Loan Commitments established pursuant to an Incremental Facility Agreement that have identical terms and conditions, and any Incremental Term Loans made thereunder, shall be designated as a separate series (each, a "**Series**") of Incremental Term Loan Commitments and Incremental Term Loans for all purposes of this Agreement.

(d) Upon the effectiveness of an Incremental Commitment of any Incremental Lender, (i) such Incremental Lender shall be deemed to be a "Lender" (and a Lender in respect of Commitments and Loans of the applicable Class) hereunder, and henceforth shall be entitled to all the rights of, and benefits accruing to, Lenders (or Lenders in respect of Commitments and Loans of the applicable Class) hereunder and shall be bound by all agreements, acknowledgements and other obligations of Lenders (or Lenders in respect of Commitments and Loans of the applicable Class) hereunder and under the other Credit Documents, and (ii) in the case of any Incremental Revolving Commitment, (A) such Incremental Revolving Commitment shall constitute (or, in the event such Incremental Lender already has a Revolving Commitment, shall increase) the Revolving Commitment of such Incremental Lender and (B) the aggregate amount of the Revolving Commitments shall be increased by the amount of such Incremental Revolving Commitment, in each case, subject to further increase or reduction from time to time as set forth in the definition of the term "Revolving Commitment". For the avoidance of doubt, upon the effectiveness of any Incremental Revolving Commitment, the Revolving Exposure of the Incremental Revolving Lender holding such Commitment, and the Pro Rata Shares of all the Revolving Lenders, shall automatically be adjusted to give effect thereto.

(e) On the date of effectiveness of any Incremental Revolving Commitments, each Revolving Lender shall assign to each Incremental Revolving Lender holding such Incremental Revolving Commitment, and each such Incremental Revolving Lender shall purchase from each Revolving Lender, at the principal amount thereof (together with accrued interest), such interests in the Revolving Loans and participations in Letters of Credit outstanding on such date as shall be necessary in order that, after giving effect to all such assignments and purchases, such Revolving Loans and participations in Letters of Credit will be held by all the Revolving Lenders (including such Incremental Revolving Lenders) ratably in accordance with their Pro Rata Shares after giving effect to the effectiveness of such Incremental Revolving Commitment.

(f) On the date of effectiveness of Incremental Term Loan Commitments of any Series, subject to the terms and conditions set forth herein and in the applicable Incremental Facility Agreement, each Lender holding an Incremental Term Loan Commitment of such Series shall make a loan to the Borrower in an amount equal to such Lender's Incremental Term Loan Commitment of such Series.

(g) The Administrative Agent shall notify the Lenders promptly upon receipt by the Administrative Agent of any notice from the Borrower referred to in Section 2.23(a) and of the effectiveness of any Incremental Commitments, in each case advising the Lenders of the details thereof and, in the case of effectiveness of any Incremental Revolving Commitments, of the Pro Rata Shares of the Revolving Lenders after giving effect thereto and of the assignments required to be made pursuant to Section 2.23(e).

2.24. Loan Modification Offers. (a) The Borrower may on one or more occasions, by written notice to the Administrative Agent, make one or more offers (each, a "**Loan Modification Offer**") to all the Lenders of one or more Classes (each Class subject to such a Loan Modification Offer, a "**Specified Class**") to make one or more Permitted Amendments pursuant to procedures reasonably specified by the Administrative Agent and reasonably acceptable to the Borrower. Such notice shall set forth (i) the terms and conditions of the requested Permitted Amendment and (ii) the date on which such Permitted Amendment is requested to become effective (which shall not be less than 10 Business Days nor more than 30 Business Days after the date of such notice, unless otherwise agreed to by the Administrative Agent). Permitted Amendments shall become effective only with respect to the Loans and Commitments of the Lenders of the Specified Class that accept the applicable Loan Modification Offer (such Lenders, the "**Accepting Lenders**") and, in the case of any Accepting Lender, only with respect to such Lender's Loans and Commitments of such Specified Class as to which such Lender's acceptance has been made.

(b) A Permitted Amendment shall be effected pursuant to a Loan Modification Agreement executed and delivered by Holdings, the Borrower, each applicable Accepting Lender and the Administrative Agent; provided that no Permitted Amendment shall become effective unless Holdings and the Borrower shall have delivered to the Administrative Agent such legal opinions, board resolutions, secretary's certificates, officer's certificates and other documents as shall reasonably be requested by the Administrative Agent in connection therewith. The Administrative Agent shall promptly notify each Lender as to the effectiveness of each Loan Modification Agreement. Each Loan Modification Agreement may, without the consent of any Lender other than the applicable Accepting Lenders, effect such amendments to this Agreement and the other Credit Documents as may be necessary or appropriate, in the opinion of the Administrative Agent, to give effect to the provisions of this Section 2.24, including any amendments necessary to treat the applicable Loans and/or Commitments of the Accepting Lenders as a new "Class" of loans and/or commitments hereunder; provided that, in the case of any Loan Modification Offer relating to Revolving Commitments or Revolving Loans, except as otherwise agreed to by each Issuing Bank, (i) the allocation of the participation exposure with respect to any then-existing or subsequently issued Letter of Credit as between the commitments of such new "Class" and the remaining Revolving Commitments shall be made on a ratable basis as between the commitments of such new "Class" and the remaining Revolving Commitments and (ii) the Revolving Commitment Period and the Revolving Maturity Date, as such terms are used in reference to Letters of Credit, may not be extended without the prior written consent of each Issuing Bank.

SECTION 3. CONDITIONS PRECEDENT

3.1. Closing Date. The obligation of each Lender and of each Issuing Bank to make any Credit Extension shall not become effective until the date on which each of the following conditions shall be satisfied (or waived in accordance with Section 10.5):

(a) Credit Agreement. The Administrative Agent shall have received from each party hereto either (i) a counterpart of this Agreement signed on behalf of such party or (ii) evidence satisfactory to the Administrative Agent (which may include a facsimile or electronic image scan transmissions) that such party has signed a counterpart of this Agreement.

(b) Organizational Documents; Incumbency. The Administrative Agent shall have received, in respect of each Credit Party and the General Partner, (i) a certificate of such Person executed by the secretary or assistant secretary of such Person attaching (A) a copy of each Organizational Document of such Person, which shall, to the extent applicable, be certified as of the Closing Date or a recent date prior thereto by the appropriate Governmental Authority, (B) signature and incumbency certificates of the officers of such Person, (C), in the case of each Credit Party, resolutions of the Board of Directors or similar governing body of such Credit Party (including in the case of Holdings, the General Partner) approving and authorizing the execution, delivery and performance of this Agreement and the other Credit Documents to which it is a party or by which it or its assets may be bound as of the Closing Date, certified as of the Closing Date by such secretary or assistant secretary as being in full force and effect without modification or amendment, and (D) a good standing certificate from the applicable Governmental Authority of such Person's jurisdiction of organization, dated the Closing Date or a recent date prior thereto, and (ii) such other documents and certificates as the Administrative Agent may reasonably request relating to the organization, existence and good standing of each Credit Party and the General Partner and the authorization of the Transactions, all in form and substance reasonably satisfactory to the Administrative Agent.

(c) Consummation of the Exchange, the GP Transfer, the IDR Purchase and the IPO. Each of the Exchange, the GP Transfer, the IDR Purchase and the IPO shall have occurred, or substantially concurrently with the initial funding of the Loans on the Closing Date shall occur, in each case on terms and conditions consistent in all respects with the information set forth in the Registration Statement, and the Administrative Agent shall have received reasonably satisfactory evidence thereof. Holdings shall have received at least $307,200,000 in gross cash proceeds from the IPO. Immediately after giving effect to the Transactions, the aggregate amount of Cash and Cash Equivalents of Holdings and the Subsidiaries shall be at least $125,000,000 (less the amount of fees payable in connection with the Transactions).

(d) CVR Intercompany Agreements. The Administrative Agent shall have received a copy of each CVR Intercompany Agreement in effect on the Closing Date, certified by an Authorized Officer of Holdings as complete and correct as of the Closing Date, and the terms thereof shall be reasonably satisfactory to the Administrative Agent.

(e) Other Indebtedness. The Administrative Agent shall have received evidence reasonably satisfactory to it that, immediately after giving effect to the Transactions, (i) none of Holdings, the Borrower or any other Subsidiary shall have outstanding any Indebtedness, other than (A) Indebtedness incurred under the Credit Documents or (B) Indebtedness set forth on Schedule 6.1 and (ii) all the issued and outstanding Equity Interest in Holdings shall either be in the form of (A) the general partner interest, owned of record by the General Partner, or (B) the common units representing limited partner interests.

(f) Governmental Authorizations and Consents. Each Credit Party shall have obtained all material Governmental Authorizations and all material consents of other Persons that, in each case, are necessary in connection with the Transactions, and each of the foregoing shall be in full force and effect.

(g) Collateral and Guarantee Requirement. The Collateral and Guarantee Requirement shall have been satisfied. The Collateral Agent shall have received a Collateral Questionnaire in form and substance reasonably satisfactory to the Collateral Agent, dated the Closing Date, duly completed and executed by an Authorized Officer of each of Holdings and the Borrower, together with all attachments contemplated thereby, including the results of a search of the UCC (or equivalent) filings made with respect to the Credit Parties in the jurisdictions contemplated by the Collateral Questionnaire and copies of the financing statements (or similar documents) disclosed by such search and evidence reasonably satisfactory to the Collateral Agent that the Liens indicated by such financing statements (or similar documents) are Permitted Liens or have been, or substantially contemporaneously with the initial funding of Loans on the Closing Date will be, released.

(h) Financial Statements; Projections. The Administrative Agent shall have received from Holdings (i) the Historical Financial Statements and (ii) the Projections.

(i) Evidence of Insurance. The Collateral Agent shall have received a certificate from the applicable Credit Party's insurance broker or, if such certificate cannot be obtained without undue effort, other evidence reasonably satisfactory to the Collateral Agent that the insurance required to be maintained pursuant to Section 5.5 is in full force and effect, together with endorsements naming the Collateral Agent, for the benefit of Secured Parties, as additional insured and loss payee thereunder to the extent required under Section 5.5.

(j) Opinions of Counsel. The Administrative Agent shall have received a favorable written opinion (addressed to the Administrative Agent, the Collateral Agent, the Lenders and each Issuing Bank and dated the Closing Date) of each of (i) Fried, Frank, Harris, Shriver & Jacobson LLP, counsel for the Credit Parties and the General Partner, and (ii) local counsel for the Credit Parties in each jurisdiction in which any Credit Party is organized or where a Material Real Estate Asset is located, and the laws of which are not covered by the opinion referred to in clause (i) above, in each case in form and substance reasonably satisfactory to the Administrative Agent (and each Credit Party hereby instructs such counsel to deliver such opinion to the Administrative Agent).

(k) Fees. The Borrower shall have paid to the Arrangers, the Administrative Agent and the Lenders all fees and other amounts due and payable on or prior to the Closing Date pursuant to the Credit Documents and any commitment letter, engagement letter or fee letter by or among any Credit Party and any Agent or Arranger or any Affiliate of any of the foregoing in connection with the credit facilities provided herein.

(l) Solvency Certificate. The Administrative Agent shall have received the Solvency Certificate, dated the Closing Date and signed by the chief financial officer of Holdings.

(m) Closing Date Certificate. The Administrative Agent shall have received the Closing Date Certificate, dated the Closing Date and signed by the chief financial officer of each of Holdings and the Borrower, together with all attachments thereto.

(n) No Litigation. There shall not exist any action, suit, investigation, litigation, proceeding, hearing or other legal or regulatory development, pending or threatened in any court or before any arbitrator or Governmental Authority that, individually or in the aggregate, materially impairs the consummation of the Transactions.

(o) Letter of Direction. The Administrative Agent shall have received a duly executed letter of direction from the Borrower addressed to the Administrative Agent, on behalf of itself and Lenders, directing the disbursement on the Closing Date of the proceeds of the Loans to be made on such date.

(p) CVR Energy Debt Instruments. Prior to or substantially contemporaneously with the initial funding of Loans on the Closing Date, (i) the Guarantees of Holdings and each Subsidiary and the Liens on the assets of Holdings and each Subsidiary securing the indebtedness or other obligations evidenced or governed by the CVR Energy Debt Instruments, or otherwise created pursuant thereto, shall have been or shall be discharged and released and (ii) neither Holdings nor any Subsidiary, nor any of its operations or activities, shall be subject to or covered by the CVR Energy Debt Instruments (collectively, the "**CVR Energy Debt Release**"), and the Administrative Agent shall have received evidence thereof reasonably satisfactory to it. The Administrative Agent shall have received a certificate of an Authorized Officer of CVR Energy, in form and substance reasonably satisfactory to the Administrative Agent, certifying that the Transactions will not violate or result (alone or with notice or lapse of time, or both) in a default under the CVR Energy Debt Instruments, or give rise to a right thereunder to require any payment, repurchase or redemption to be made thereunder (other than the requirements under the Coffeyville Resources Senior Secured Notes Indentures of the issuers thereunder to make an offer to the holders of the notes issued thereunder upon the occurrence of a "Fertilizer Business Event" (as defined in the Coffeyville Resources Senior Secured Notes Indentures)), or give rise to a right of, or result in, any termination, cancelation or acceleration or right of renegotiation of any obligation thereunder. Coffeyville Resources and Coffeyville Finance shall have made, or substantially concurrently with the initial funding of the Loans on the Closing Date shall make, a "Fertilizer Business Event Offer" (as defined in the Coffeyville Resources Senior Secured Notes Indentures) to the holders of the notes issued under the Coffeyville Resources Senior Secured Notes Indentures in accordance with the Coffeyville Resources Senior Secured Notes Indentures.

(q) PATRIOT Act. The Lenders shall have received all documentation and other information required by bank regulatory authorities under applicable "know-your-customer" and anti-money laundering rules and regulations, including the PATRIOT Act.

3.2. Each Credit Extension. The obligation of each Lender and of each Issuing Bank to make any Credit Extension on any Credit Date, including the Closing Date, is subject to the satisfaction (or waiver in accordance with Section 10.5) of the following conditions precedent:

(a) the Administrative Agent and, in the case of any issuance, amendment, renewal or extension of any Letter of Credit, the applicable Issuing Bank shall have received a fully completed and executed Funding Notice or Issuance Notice, as the case may be;

(b) the representations and warranties of the Credit Parties set forth herein and in the other Credit Documents shall be true and correct in all material respects on and as of such Credit Date to the same extent as though made on and as of such Credit Date, except to the extent such representations and warranties specifically relate to an earlier date, in which case such representations and warranties shall have been true and correct in all material respects on and as of such earlier date; provided that, in each case, such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof;

(c) at the time of and immediately after giving effect to such Credit Extension, no Default or Event of Default shall have occurred and be continuing or would result therefrom; and

(d) in the case of any issuance, amendment, renewal or extension of any Letter of Credit, the Administrative Agent and the applicable Issuing Bank shall have received all other information required by the applicable Issuance Notice, and such other documents or information as such Issuing Bank may reasonably require in connection with the issuance of such Letter of Credit.

On the date of any Credit Extension, Holdings and the Borrower shall be deemed to have represented and warranted that the conditions specified in this Section 3.2 have been satisfied and that, after giving effect to such Credit Extension, the Total Utilization of Revolving Commitments (or any component thereof) shall not exceed the maximum amount thereof (or the maximum amount of any such component) specified in Section 2.2(a) or 2.3(a).

SECTION 4. REPRESENTATIONS AND WARRANTIES

In order to induce the Lenders and the Issuing Banks to enter into this Agreement and to make each Credit Extension to be made thereby, each Credit Party represents and warrants to each Lender and each Issuing Bank, on the Closing Date and on each Credit Date, as follows:

4.1. Organization; Requisite Power and Authority; Qualification. Holdings and each Subsidiary (a) is duly organized and validly existing under the laws of its jurisdiction of organization, (b) has all corporate or other organizational power and authority and all material Governmental Authorizations required to own and operate its properties and to carry on its business and operations as now conducted and as proposed to be conducted and (c) is qualified to do business and in good standing under the laws of its jurisdiction of organization and every other jurisdiction where its assets are located or where such qualification is necessary to carry out its business and operations, except, in the case of clauses (a) (other than with respect to the Borrower) and (c), where the failure to be so organized, existing, qualified or in good standing has not had and could not reasonably be expected to result in a Material Adverse Effect.

4.2. Equity Interests and Ownership. The Equity Interests in Holdings and each Subsidiary have been duly authorized and validly issued and, to the extent such concept is applicable, are fully paid and non-assessable. Except as set forth on Schedule 4.2, as of the date hereof, there is no existing option, warrant, call, right, commitment or other agreement to which Holdings or any Subsidiary is a party requiring, and there are no Equity Interests in Holdings or any Subsidiary outstanding that upon conversion or exchange would require, the issuance by

Holdings or any Subsidiary of any additional Equity Interests or other Securities convertible into, exchangeable for or evidencing the right to subscribe for or purchase any Equity Interests in Holdings or any Subsidiary. Schedule 4.2 sets forth, as of the date hereof, the name and jurisdiction of organization of, and the percentage of each class of Equity Interests owned by Holdings or any Subsidiary in, (a) each Subsidiary and (b) each joint venture in which Holdings or any Subsidiary owns any Equity Interests. Schedule 4.2 sets forth, as of the date hereof (both before and after giving effect to the Transactions), the percentage of each class of Equity Interests owned by any Permitted Holder in Holdings.

4.3. Due Authorization. The Transactions to be entered into by any Credit Party are within its corporate or other organizational powers and have been duly authorized by all necessary corporate or other organizational and, if required, stockholder or other equityholder action on the part of such Credit Party.

4.4. No Conflict. The Transactions do not and will not (a) violate any applicable law, including any order of any Governmental Authority, except to the extent any such violation, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect, (b) violate the Organizational Documents of Holdings or any Subsidiary, (c) violate or result (alone or with notice or lapse of time, or both) in a default under any Contractual Obligation of Holdings or any Subsidiary, or give rise to a right thereunder to require any payment, repurchase or redemption to be made by Holdings or any Subsidiary (other than the Coffeyville Resources Distribution and the IDR Purchase), or give rise to a right of, or result in, any termination, cancelation or acceleration or right of renegotiation of any obligation thereunder, except to the extent any of the foregoing, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect, or (d) except for Liens created under the Credit Documents, result in the creation or imposition of any Lien on any asset of Holdings or any Subsidiary.

4.5. Governmental Approvals. The Transactions do not and will not require any registration with, consent or approval of, notice to, or other action by any Governmental Authority, except for (a) such of the foregoing as have been obtained or made and are in full force and effect, (b) filings and recordings with respect to the Collateral necessary to perfect Liens created under the Credit Documents, (c) in connection with the IPO, the filing of the Registration Statement with the SEC and the declaration by the SEC of the effectiveness of the Registration Statement and (d) with respect to the Related Transactions (other than the IPO), such of the foregoing the absence of which, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

4.6. Binding Obligation. Each Credit Document has been duly executed and delivered by each Credit Party that is a party thereto and is the legally valid and binding obligation of such Credit Party, enforceable against such Credit Party in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability.

4.7. Historical Financial Statements. The Historical Financial Statements were prepared in conformity with GAAP and fairly present, in all material respects, the financial

position, on a consolidated basis, of Holdings as of the respective dates thereof and the results of operations and cash flows, on a consolidated basis, of Holdings for each of the periods then ended. As of the Closing Date, neither Holdings nor any Subsidiary has any contingent liability or liability for Taxes, long-term lease or unusual forward or long-term commitment that is not reflected in the Historical Financial Statements or the notes thereto and that, in any such case, is material in relation to the business, results of operations, assets, liabilities or condition (financial or otherwise) of Holdings and the Subsidiaries, taken as a whole.

4.8. Projections. The Projections have been prepared in good faith based upon assumptions that were believed by Holdings to be reasonable at the time made and are believed by Holdings to be reasonable on the Closing Date, it being understood and agreed that the Projections are not a guarantee of financial or other performance and actual results may differ therefrom and such differences may be material.

4.9. No Material Adverse Effect. Since December 31, 2010, there has been no event or condition that has had, or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

4.10. Adverse Proceedings. There are no Adverse Proceedings that (a) individually or in the aggregate could reasonably be expected to result in a Material Adverse Effect or (b) in any manner question the validity or enforceability of any of the Credit Documents or otherwise involve any of the Credit Documents or the Transactions.

4.11. Taxes. (a) Holdings and each Subsidiary has timely filed or caused to be filed all material Tax returns and reports required to have been filed and has paid or caused to be paid all Taxes required to have been paid by it, except where (i)(A) the validity or amount thereof is being contested in good faith by appropriate proceedings, (B) Holdings or such Subsidiary, as applicable, has set aside on its books reserves with respect thereto to the extent required by GAAP and (C) such contest effectively suspends collection of the contested obligation and the enforcement of any Lien securing such obligation or (ii) the failure to do so could not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

(b) Neither Holdings nor the Borrower has elected to be treated as a corporation for United States federal income tax purposes. As of the Closing Date, Holdings has at all times been treated as a partnership for United States federal income tax purposes.

4.12. Properties. (a) Holdings and each Subsidiary has (i) good, sufficient, legal and insurable title to (in the case of fee interests in real property), (ii) valid leasehold interests in (in the case of leasehold interests in real or personal property), (iii) valid licensed rights (in the case of licensed interests in Intellectual Property) and (iv) good title to (in the case of all other personal property) all of their assets reflected in the Historical Financial Statements or, after the first delivery thereof, in the financial statements most recently delivered pursuant to Section 5.1(a) or 5.1(b), in each case except for assets disposed of since the date of such financial statements in the ordinary course of business or as otherwise permitted by this Agreement. No asset of Holdings or any Subsidiary, or any title thereto, is held in the name of the General Partner or any Affiliate (other than Holdings or any Subsidiary) or nominee thereof.

(b) Holdings, the Borrower and each other Subsidiary owns, or is licensed to use, all Intellectual Property that is necessary for the conduct of its business as currently conducted, and proposed to be conducted, and without conflict with the rights of any other Person, except to the extent any such conflict, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect. No Intellectual Property used by Holdings, the Borrower or any other Subsidiary in the operation of its business infringes upon the rights of any other Person, except for any such infringements that, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect. No claim or litigation regarding any Intellectual Property owned or used by Holdings, the Borrower or any other Subsidiary is pending or, to the knowledge of Holdings, the Borrower or any other Subsidiary, threatened against Holdings, the Borrower or any other Subsidiary that, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect.

(c) (i) Set forth on Schedule 4.12 is true and complete list, as of the Closing Date, of (i) all Real Estate Assets (including all easements benefiting any Real Estate Asset or necessary for the utilization or operation thereof) and (ii) all leases, subleases or assignments of leases, together with all amendments, modifications, supplements, renewals or extensions thereof, affecting any Real Estate Asset of any Credit Party, regardless of whether such Credit Party is the landlord or tenant (whether directly or as an assignee or successor-in-interest) under such lease, sublease or assignment. Each lease, sublease or assignment referred to in clause (ii) above is in full force and effect as of the Closing Date and constitutes a legally valid and binding obligation of each applicable Credit Party, enforceable against such Credit Party in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability. Neither Holdings nor any Subsidiary has any knowledge of any default that has occurred and is continuing on the Closing Date under any such lease, sublease or assignment.

(ii) Except for any Permitted Encumbrances, all pipelines, pipeline easements, utility lines, utility easements and other easements, servitudes and rights-of-way burdening or benefiting the Real Estate Assets do not materially interfere with or prevent any operations conducted on the Real Estate Assets by Holdings or any Subsidiary. Except for Permitted Encumbrances, with respect to any pipeline, utility, access or other easements, servitudes, and licenses located on or directly serving the Real Estate Assets and owned or used by Holdings or any Subsidiary in connection with its operations on the Real Estate Assets, to the knowledge of Holdings and the Borrower, such agreements are in full force and effect other than agreements that, individually or in the aggregate, are not material to Holdings and the Subsidiaries, taken as a whole, and no defaults exist thereunder and no events or conditions exist which, with or without notice or lapse of time or both, would constitute a default thereunder or result in a termination, except for such failures, defaults, terminations and other matters that, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

(iii) Neither Holdings nor any Subsidiary has received any notice, or has any knowledge, of any pending or contemplated Condemnation Event of any Real Estate Asset.

(iv) Neither Holdings nor any Subsidiary is obligated under any right of first refusal, option or other contractual right to sell, assign or otherwise dispose of any Material Real Estate Asset or any interest therein.

(d) On the Closing Date, the assets of Holdings and the Subsidiaries (including rights under the CVR Intercompany Agreements and other agreements) will be sufficient to operate the Coffeyville Facility and otherwise conduct their business in the ordinary course of business in the manner consistent with the description thereof in the Registration Statement.

4.13. Environmental Matters. (a) On the Closing Date, except as set forth on Schedule 4.13 or as would not reasonably be expected to result in a material liability or obligation of Holdings or any Subsidiary or in a material impairment of the value of any Facility or the imposition of any material activity, use or deed restriction on such real property and (b) on each Credit Date, except as could not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect: (i) Holdings and the Subsidiaries are, and have been since March 2004, in compliance with all applicable Environmental Laws and have obtained and are, and have been since March 2004, in compliance with the terms of any Governmental Authorizations required under such Environmental Laws ("**Environmental Permits**"); (ii) there are no Environmental Claims pending or, to the knowledge of Holdings or any Subsidiary, threatened, against Holdings or any Subsidiary; (iii) no Lien, other than a Permitted Lien, has been recorded or, to the knowledge of Holdings or any Subsidiary, threatened under any Environmental Law with respect to any Facility owned by Holdings or any Subsidiary; (iv) neither Holdings nor any Subsidiary has assumed or accepted responsibility, either by contract or operation of law, for any liability of any other Person under any Environmental Law; (v) there are no facts, circumstances, conditions, events or occurrences with respect to the past or present business, operations, properties or facilities of Holdings or any Subsidiary, or any of their respective predecessors, that could reasonably be expected to give rise to any Environmental Claim or any liability under any Environmental Law; and (vi) neither Holdings nor any Subsidiary is subject to any order, consent decree or binding agreement arising under Environmental Law, or has received any letter or request for information under Section 104(e) of CERCLA or any comparable state law.

4.14. No Defaults. Neither Holdings nor any Subsidiary is in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any of its Contractual Obligations, and no condition exists that, with the giving of notice or the lapse of time or both, could constitute such a default, except where any of the foregoing, individually or in the aggregate, has not had and could not reasonably be expected to have a Material Adverse Effect. No Default or Event of Default has occurred and is continuing.

4.15. Agreements. (a) Set forth on Schedule 4.15(a) is a true and complete list of all Material Contracts of Holdings and the Subsidiaries in effect on the Closing Date (other than the Existing CVR Intercompany Agreements). Except as otherwise set forth on Schedule 4.15(a), as of the Closing Date, to the knowledge of Holdings and the Subsidiaries, each such Material Contract is in full force and effect and none of the parties thereto is in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any such Material Contract, and no condition exists that, with the giving of notice or the lapse of time or both, could constitute such a default.

(b) Set forth in Schedule 4.15(b) is a true and complete list of each Contractual Obligation between Holdings or any Subsidiary, on the one hand, and any CVR Energy Entity, on the other hand, in effect on the Closing Date.

(c) Neither Holdings nor any Subsidiary is a party to any agreement or instrument that, individually or in the aggregate, has had or could reasonably be expected to have a Material Adverse Effect.

4.16. Governmental Regulation. Neither Holdings nor any Subsidiary is subject to regulation under the Public Utility Holding Company Act of 2005, the Federal Power Act or under any other federal or state statute or regulation that may limit its ability to incur Indebtedness or that may otherwise render all or any portion of the Obligations unenforceable. Neither Holdings nor any Subsidiary is a "registered investment company" or a company "controlled" by a "registered investment company" or a "principal underwriter" of a "registered investment company", as such terms are defined in the Investment Company Act of 1940.

4.17. Margin Stock. Neither Holdings nor any Subsidiary owns any Margin Stock.

4.18. Employee Matters. Neither Holdings nor any Subsidiary is engaged in any unfair labor practice that, individually or in the aggregate, has had or could reasonably be expected to have a Material Adverse Effect. Except as could not reasonably be expected to have a Material Adverse Effect, there is (a) no unfair labor practice complaint pending against Holdings nor any Subsidiary, or to the knowledge of Holdings or any Subsidiary, threatened against any of them before the National Labor Relations Board, (b) no grievance or arbitration proceeding arising out of or under any collective bargaining agreement that is pending against Holdings or any Subsidiary, or to the knowledge of Holdings or any Subsidiary, threatened against any of them, (c) no strike or work stoppage in existence or, to the knowledge of Holdings or any Subsidiary, threatened involving Holdings or any Subsidiary and (d) to the knowledge of Holdings or any Subsidiary, no union representation question exists with respect to the employees of Holdings or any Subsidiary and no union organization activity that is taking place.

4.19. Employee Benefit Plans. Holdings, each Subsidiary and each of their respective ERISA Affiliates is in compliance with all applicable provisions and requirements of ERISA and the Internal Revenue Code and the regulations and published interpretations thereunder with respect to each Employee Benefit Plan, and has performed all its obligations under each Employee Benefit Plan. Each Employee Benefit Plan which is intended to qualify under Section 401(a) of the Internal Revenue Code has received a favorable determination letter from the Internal Revenue Service indicating that such Employee Benefit Plan is so qualified and nothing has occurred subsequent to the issuance of such determination letter which would cause such Employee Benefit Plan to lose its qualified status. No liability to the PBGC (other than required premium payments), the Internal Revenue Service, any Employee Benefit Plan or any trust established under Title IV of ERISA has been or is expected to be incurred by Holdings, any Subsidiary or any of their respective ERISA Affiliates. No ERISA Event has occurred or is reasonably expected to occur. Except to the extent required under Section 4980B of the Internal Revenue Code or similar state laws, no Employee Benefit Plan provides health or welfare benefits (through the purchase of insurance or otherwise) for any retired or former employee of

Holdings, any Subsidiary or any of their respective ERISA Affiliates. The present value of the aggregate benefit liabilities under each Pension Plan sponsored, maintained or contributed to by Holdings, any Subsidiary or any of their respective ERISA Affiliates (determined as of the end of the most recent plan year on the basis of the actuarial assumptions specified for funding purposes in the most recent actuarial valuation for such Pension Plan), did not exceed the aggregate current value of the assets of such Pension Plan. As of the most recent valuation date for each Multiemployer Plan for which the actuarial report is available, the potential liability of Holdings, the Subsidiaries and their respective ERISA Affiliates for a complete withdrawal from such Multiemployer Plan (within the meaning of Section 4203 of ERISA), when aggregated with such potential liability for a complete withdrawal from all Multiemployer Plans, based on information available pursuant to Section 4221(e) of ERISA is zero. Holdings, each Subsidiary and each of their respective ERISA Affiliates has complied with the requirements of Section 515 of ERISA with respect to each Multiemployer Plan and is not in material "default" (as defined in Section 4219(c)(5) of ERISA) with respect to payments to a Multiemployer Plan.

4.20. Solvency. The Credit Parties, taken as a whole, are on the Closing Date, before and after the consummation of the Transactions to occur on the Closing Date, and will be on each date on which this representation and warranty is made, before and after the making of any Credit Extension on such date, Solvent, in each case after giving effect to the rights of subrogation and contribution hereunder.·

4.21. Compliance with Laws. Holdings and each Subsidiary is in compliance with all applicable laws, including all orders and other restrictions imposed by any Governmental Authority, in respect of the conduct of its business and the ownership of its properties, except where such failure to comply, individually or in the aggregate, has not had and could not reasonably be expected to have a Material Adverse Effect.

4.22. Disclosure. No Credit Document nor any of the documents, certificates or other written statements furnished to the Arrangers, any Agent or any Lender by or on behalf of Holdings or any Subsidiary in connection with the negotiation of this Agreement or any other Credit Document or otherwise in connection with the transactions contemplated hereby or thereby contains any untrue statement of a material fact or omits to state a material fact (known to Holdings or any Subsidiary, in the case of any document not furnished by any of them) necessary in order to make the statements contained therein, taken as a whole, not misleading in light of the circumstances under which they were made; provided that, with respect to financial projections, the Credit Parties represent only that such information was prepared in good faith based upon assumptions believed by the Credit Parties to be reasonable at the time made and at the time such information is so furnished and, if furnished prior to the Closing Date, as of the Closing Date (it being understood that such information is not a guarantee of financial or other performance and actual results may differ therefrom and that such differences may be material).

4.23. Collateral Matters. (a) The Pledge and Security Agreement, upon execution and delivery thereof by the parties thereto, will create in favor of the Collateral Agent, for the benefit of the Secured Parties, a valid and enforceable security interest in the Collateral (as defined therein) and (i) when the Collateral (as defined therein) constituting certificated securities (as defined in the UCC) is delivered to the Collateral Agent, together with instruments of transfer duly endorsed in blank, the security interest created under the Pledge and Security

Agreement will constitute a fully perfected security interest in all right, title and interest of the pledgors thereunder in such Collateral, prior and superior in right to any other Person, and (ii) when financing statements in appropriate form are filed in the applicable filing offices, the security interest created under the Pledge and Security Agreement will constitute a fully perfected security interest in all right, title and interest of the Credit Parties in the remaining Collateral (as defined therein) to the extent perfection can be obtained by filing UCC financing statements, prior and superior in right to the rights of any other Person, except for rights secured by Permitted Liens.

(b) Each Mortgage, upon execution and delivery thereof by the parties thereto, will create in favor of the Collateral Agent, for the benefit of the Secured Parties, a legal, valid and enforceable security interest in all the applicable mortgagor's right, title and interest in and to the Material Real Estate Assets subject thereto and the proceeds thereof, and when the Mortgages have been filed in the jurisdictions specified therein, the Mortgages will constitute a fully perfected security interest in all right, title and interest of the mortgagors in the Material Real Estate Assets subject thereto and the proceeds thereof, prior and superior in right to any other Person, but subject to Permitted Encumbrances.

(c) Upon the recordation of the Intellectual Property Security Agreements with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, and the filing of the financing statements referred to in Section 4.23(a), the security interest created under the Pledge and Security Agreement will constitute a fully perfected security interest in all right, title and interest of the Credit Parties in the Intellectual Property (as defined in the Pledge and Security Agreement) in which a security interest may be perfected by filing in the United States Patent and Trademark Office or United States Copyright Office, in each case prior and superior in right to any other Person, but subject to Permitted Liens (it being understood that subsequent recordings in the United States Patent and Trademark Office or the United States Copyright Office may be necessary to perfect a security interest in such Intellectual Property acquired by the Credit Parties after the Closing Date).

(d) Each Collateral Document, other than any Collateral Document referred to in the preceding paragraphs of this Section 4.23, upon execution and delivery thereof by the parties thereto and the making of the filings and taking of the other actions provided for therein, will be effective under applicable law to create in favor of the Collateral Agent, for the benefit of the Secured Parties, a valid and enforceable security interest in the Collateral subject thereto, and will constitute a fully perfected security interest in all right, title and interest of the Credit Parties in the Collateral subject thereto, prior and superior to the rights of any other Person, except for rights secured by Permitted Liens.

4.24. Insurance. Schedule 4.24 sets forth a true and complete description of all insurance maintained by or on behalf of Holdings and the Subsidiaries as of the date hereof. As of the date hereof, such insurance is in full force and effect and all premiums thereunder have been duly paid. Holdings and the Subsidiaries have insurance in such amounts and covering such risks and liabilities as are required under Section 5.5.

4.25. PATRIOT Act. To the extent applicable, each Credit Party is in compliance, in all material respects, with (a) the Trading with the Enemy Act and each of the

foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V) and any other enabling legislation or executive order relating thereto, and (b) the PATRIOT Act. No part of the proceeds of the Loans will be used, directly or indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977.

4.26. OFAC. No Credit Party (a) is a Person whose property or interests in property are blocked or subject to blocking pursuant to Section 1 of Executive Order 13224 of September 23, 2001 Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (66 Fed. Reg. 49079 (2001)), (b) engages in any dealings or transactions prohibited by Section 2 of such executive order, or is otherwise associated with any such person in any manner violative of Section 2, or (c) is a Person on the list of Specially Designated Nationals and Blocked Persons or subject to the limitations or prohibitions under any other regulation of executive order of the United States Treasury Department's Office of Foreign Assets Control.

SECTION 5. AFFIRMATIVE COVENANTS

Until the Commitments shall have expired or been terminated and the principal of and interest on each Loan and all fees payable hereunder shall have been paid in full and all Letters of Credit shall have expired or been terminated and the Letter of Credit Usage shall have been reduced to zero, each of the Credit Parties covenants and agrees with the Agents and the Lenders that:

5.1. Financial Statements and Other Reports. Holdings and the Borrower will deliver to the Administrative Agent and the Lenders:

(a) Quarterly Financial Statements. As soon as available, and in any event within 45 days after the end of each of the first three Fiscal Quarters of each Fiscal Year, the consolidated balance sheet of Holdings and the Subsidiaries as of the end of such Fiscal Quarter and the related consolidated statements of operations, partners' capital/divisional equity and cash flows of Holdings and the Subsidiaries for such Fiscal Quarter and for the period from the beginning of the then current Fiscal Year to the end of such Fiscal Quarter, setting forth in each case in comparative form the corresponding figures for the corresponding periods of (or, in the case of the balance sheet, as of the end of) the previous Fiscal Year, together with a Financial Officer Certification;

(b) Annual Financial Statements. As soon as available, and in any event within 90 days after the end of each Fiscal Year, the consolidated balance sheet of Holdings and the Subsidiaries as of the end of such Fiscal Year and the related consolidated statements of operations, partners' capital/divisional equity and cash flows of Holdings and the Subsidiaries for such Fiscal Year, setting forth in each case in comparative form the corresponding figures for the previous Fiscal Year, together with (i) a report thereon of KPMG LLP or other independent registered public accounting firm of recognized national standing (which report shall be unqualified as to going concern and scope of audit, and shall state that such consolidated

financial statements fairly present, in all material respects, the consolidated financial position of Holdings and the Subsidiaries as of the dates indicated and the results of their operations and their cash flows for the periods indicated in conformity with GAAP applied on a basis consistent with prior years (except as otherwise disclosed in such financial statements) and that the examination by such accounting firm in connection with such consolidated financial statements has been made in accordance with generally accepted auditing standards) and (ii) a written statement by such independent registered public accounting firm stating (A) that the audit examination of such firm has included a review of the terms of Section 6.7 and the related definitions and (B) whether, in connection therewith, any condition or event that constitutes a Default or an Event of Default with respect to any financial matter under Section 6.7 has come to its attention and, if such a condition or event has come to its attention, specifying the nature and period of existence thereof (which statements may be limited to the extent required by accounting rules or guidelines);

(c) Compliance Certificate. Together with each delivery of the consolidated financial statements of Holdings and the Subsidiaries pursuant to Section 5.1(a) or 5.1(b), a completed Compliance Certificate signed by the chief financial officer of each of Holdings and the Borrower;

(d) Statements of Reconciliation after Change in Accounting Principles. If, as a result of any change in GAAP or in the application thereof since the date of the most recent balance sheet included in the Historical Financial Statements, the consolidated financial statements of Holdings delivered pursuant to Section 5.1(a) or 5.1(b) will differ in any material respect from the consolidated financial statements that would have been delivered pursuant to such Sections had no such change occurred, then, together with the first delivery of such financial statements after such change, one or more statements of reconciliation specifying in reasonable detail the effect of such change on such financial statements, including those for the prior period;

(e) Notice of Default and Material Adverse Effect. Promptly upon any officer of Holdings or the Borrower obtaining knowledge of (i) the occurrence of, or the receipt by Holdings or the Borrower of any notice claiming the occurrence of, any Default or Event of Default or (ii) any event or condition that has had, or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, a certificate executed by an Authorized Officer of Holdings and the Borrower setting forth the details of any event or condition requiring such notice and any action Holdings and the Borrower have taken, are taking or propose to take with respect thereto;

(f) Notice of Adverse Proceeding. Promptly upon any officer of Holdings or the Borrower obtaining knowledge of any Adverse Proceeding, or any development therein, not previously disclosed in writing by Holdings or the Borrower to the Administrative Agent and the Lenders that, in each case, (i) if adversely determined could reasonably be expected to have a Material Adverse Effect or (ii) in any manner questions the validity or enforceability of any of the Credit Documents or otherwise involves any of the Credit Documents or the Transactions, a certificate of an Authorized Officer of Holdings and the Borrower setting forth the details of such Adverse Proceeding or development;

(g) ERISA. (i) Promptly upon becoming aware of the occurrence of or forthcoming occurrence of any ERISA Event, a written notice specifying the nature thereof, what action Holdings, any Subsidiary or any of their respective ERISA Affiliates has taken, is taking or proposes to take with respect thereto and, when known, any action taken or threatened by the Internal Revenue Service, the Department of Labor or the PBGC with respect thereto; and (ii) with reasonable promptness after request by the Administrative Agent or any Lender, copies of (A) each Schedule B (Actuarial Information) to the annual report (Form 5500 Series) filed by Holdings, any Subsidiary or any of their respective ERISA Affiliates with the Internal Revenue Service with respect to each Pension Plan; (B) all notices received by Holdings, any Subsidiary or any of their respective ERISA Affiliates from a Multiemployer Plan sponsor concerning an ERISA Event; and (C) copies of such other documents or governmental reports or filings relating to any Plan as the Administrative Agent may reasonably request;

(h) Financial Plan. As soon as practicable and in any event no later than 30 days after the beginning of each Fiscal Year, a consolidated plan and financial forecast for such Fiscal Year (a "**Financial Plan**"), including (i) a forecasted consolidated balance sheet and forecasted consolidated statements of operations and cash flows of Holdings and the Subsidiaries for such Fiscal Year, and an explanation of the assumptions on which such forecasts are based, and (ii) forecasted consolidated statements of operations and cash flows of Holdings and the Subsidiaries for each Fiscal Quarter of such Fiscal Year;

(i) Insurance Report. Within 90 days after the end of each Fiscal Year, a certificate of an Authorized Officer of each of Holdings and the Borrower and, except where such report cannot be obtained without undue effort, a report of an independent insurance broker, signed by an officer of such broker, each setting forth the insurance then maintained by or on behalf of Holdings and the Subsidiaries (identifying underwriters, carriers, the type of insurance and the insurance limits) and stating that in their opinion such insurance complies with the terms of Section 5.5, together with evidence of payment of the premiums then due thereon;

(j) Notice Regarding Material Contracts (other than CVR Intercompany Agreements). No later than 10 Business Days after (i) any counterparty to any Material Contract (other than any CVR Intercompany Agreement) notifies Holdings or any Subsidiary that Holdings or any Subsidiary has breached or failed to comply with any of its covenants and obligations under any Material Contract, to the extent such breach or failure to comply could reasonably be expected to result in a Material Adverse Effect, or (ii) any Material Contract (other than any CVR Energy Agreement) is entered into by Holdings or any Subsidiary, a written notice thereof and, in the case of clause (i), an explanation of any actions being taken by Holdings or any Subsidiary with respect thereto and, in the case of clause (ii), a copy of such Material Contract (to the extent the delivery thereof is not prohibited under the terms of such Material Contract (other than any such prohibition that shall have been agreed to by Holdings or such Subsidiary with the intent of avoiding compliance with this Section 5.1(j));

(k) Notice Regarding CVR Intercompany Agreements. No later than 10 Business Days after (i) any CVR Energy Entity notifies Holdings or any Subsidiary of ceasing to provide any service theretofore provided by it under any CVR Intercompany Agreement, if such cessation could reasonably be expected to have a Material Adverse Effect, (ii) any CVR Intercompany Agreement expires (without a renewal thereof) or is terminated (or notice of

termination thereof, or of any agreements set forth therein, has been provided by or to Holdings or any Subsidiary), (iii) any CVR Energy Entity notifies Holdings or any Subsidiary that Holdings or any Subsidiary has breached or failed to comply with any of its covenants and obligations under any CVR Intercompany Agreement, (iv) any officer of Holdings or any Subsidiary obtains knowledge of any CVR Energy Entity having breached or failed to comply with any of its covenants and obligations under any CVR Intercompany Agreement, in each case to the extent such breach or failure could reasonably be expected to result in a Material Adverse Effect, or (v) any CVR Intercompany Agreement is entered into by Holdings or any Subsidiary, a written notice thereof and, in the case of clauses (i), (ii), (iii) and (iv), an explanation of any actions being taken by Holdings or any Subsidiary with respect thereto and, in the case of clause (v), a copy of such CVR Intercompany Agreement;

(l) Information Regarding Credit Parties. Prompt written notice of any change in (i) any Credit Party's legal name, as set forth in its Organizational Documents, (ii) any Credit Party's form of organization, (iii) any Credit Party's jurisdiction of organization, (iv) the location of the chief executive office of any Credit Party or (v) any Credit Party's Federal Taxpayer Identification Number or state organizational identification number, with each Credit Party hereby agreeing not to effect or permit any such change unless all filings have been made under the UCC or otherwise that are required in order for the Collateral Agent to continue at all times following such change to have a valid, legal and perfected security interest in all the Collateral as contemplated in the Collateral Documents;

(m) Collateral Verification. Within 90 days after the end of each Fiscal Quarter, a Supplemental Collateral Questionnaire (i) setting forth the information required pursuant to the Supplemental Collateral Questionnaire and indicating in a manner reasonably satisfactory to the Collateral Agent any changes in such information from the most recent Supplemental Collateral Questionnaire delivered pursuant to this clause (m) (or, prior to the first delivery of any such Supplemental Collateral Questionnaire, from the Collateral Questionnaire delivered on the Closing Date) or (ii) certifying that there has been no change in such information from the most recent Supplemental Collateral Questionnaire delivered pursuant to this clause (m) (or, prior to the first delivery of any such Supplemental Collateral Questionnaire, from the Collateral Questionnaire delivered on the Closing Date);

(n) Filed or Distributed Information. Promptly upon their becoming available, copies of (i) all financial statements, reports, notices and proxy statements sent or made available generally by Holdings to its security holders acting in such capacity or by any Subsidiary to its security holders other than Holdings or another Subsidiary, (ii) all regular and periodic reports and all registration statements and prospectuses, if any, filed by Holdings or any Subsidiary with any securities exchange or with the SEC or any other Governmental Authority and (iii) all press releases and other statements made available generally by Holdings or any Subsidiary to the public concerning material developments in the business of Holdings or any Subsidiary; and

(o) Other Information. Promptly after any request therefor, such other information regarding the business, results of operations, assets, liabilities (including contingent liabilities) and condition (financial or otherwise) of Holdings or any Subsidiary, or compliance with the terms of any Credit Document, as any Agent or any Lender may reasonably request.

Holdings, the Borrower and each Lender acknowledge that certain of the Lenders may be Public Lenders and, if documents or notices required to be delivered pursuant to this Section 5.1 or otherwise are being distributed through the Platform, any document or notice that Holdings or the Borrower has indicated contains Non-Public Information shall not be posted on the portion of the Platform that is designated for Public Lenders. Holdings and the Borrower agree to clearly designate all information provided to the Administrative Agent by or on behalf of any of them that is suitable to make available to Public Lenders. If Holdings or the Borrower has not indicated whether a document or notice delivered pursuant to this Section 5.1 contains Non-Public Information, the Administrative Agent reserves the right to post such document or notice solely on the portion of the Platform that is designated for Lenders that wish to receive material Non-Public Information with respect to Holdings, the Subsidiaries or their Securities.

Information required to be delivered pursuant to Section 5.1(a), 5.1(b) or 5.1(n) shall be deemed to have been delivered if such information, or one or more annual or quarterly reports containing such information, shall have been posted by the Administrative Agent on the Platform or shall be available on the website of the SEC at http://www.sec.gov or on the website of Holdings (provided, in each case, that Holdings or the Borrower has notified the Administrative Agent that such information is available on such website and, if requested by the Administrative Agent, shall have provided hard copies to the Administrative Agent). Information required to be delivered pursuant to this Section 5.1 may also be delivered by electronic communications pursuant to procedures approved by the Administrative Agent. Each Lender shall be solely responsible for timely accessing posted documents and maintaining its copies of such documents.

5.2. Existence. Except as otherwise permitted under Section 6.8, Holdings will, and will cause each Subsidiary to, at all times preserve and keep in full force and effect its existence and all rights and franchises, licenses and permits material to its business; provided that no Subsidiary (other than the Borrower) shall be required to preserve its existence if Holdings and the Borrower shall have determined that the preservation thereof is no longer desirable in the conduct of the business of the Borrower and that the loss thereof is not disadvantageous in any material respect to Holdings and the Subsidiaries or to the Lenders.

5.3. Payment of Taxes and Claims. Holdings will, and will cause each Subsidiary to, pay all Taxes imposed upon it or any of its properties or in respect of any of its income, businesses or franchises before any penalty or fine accrues thereon, and all claims (including claims for labor, services, materials and supplies) for sums that have become due and payable and that by law have become or may become a Lien on any of its properties, prior to the time when any penalty or fine shall be incurred with respect thereto; provided that no such Tax or claim need be paid if it is being contested in good faith by appropriate proceedings, so long as (a) adequate reserve or other appropriate provision, as shall be required in conformity with GAAP, shall have been made therefor and (b) in the case of a Tax or claim that has become or may become a Lien on any of the Collateral, such contest proceedings operate to stay the sale of any portion of the Collateral to satisfy such Tax or claim.

5.4. Maintenance of Properties. Holdings will, and will cause each Subsidiary to, maintain or cause to be maintained in good repair, working order and condition, ordinary wear and tear excepted, all material properties used or useful in the business of

Holdings and the Subsidiaries and from time to time will make or cause to be made all appropriate repairs, renewals and replacements thereof. Holdings will not permit any of its assets, or any title thereto, to be held in the name of the General Partner or any Affiliate (other than Holdings or any Subsidiary) or nominee thereof.

5.5. Insurance. (a) Holdings and the Subsidiaries, at their expense and with financially sound and reputable insurers with a Best's Key Rating Guide rating of "A-" or better and a Best's Insurance Guide and Key Ratings minimum size rating of "VIII" (or other insurers of recognized responsibility satisfactory to the Collateral Agent), will maintain insurance adequately insuring their insurable properties at all times, and will maintain such other insurance, to such extent and against such risks, as is customary for companies in the same or similar businesses operating in the same or similar locations or as required by law (including as to any Lender), but in any event containing limits and coverage provisions set forth in Schedule 5.5 and otherwise complying with this Section.

(b) Holdings and the Subsidiaries will cause all such policies in respect of physical loss or damage, machinery breakdown and business interruption (in the case of any such policy that is a group policy covering any CVR Energy Entity in addition to Holdings and the Subsidiaries, only insofar as coverage thereunder relates to properties and operations of Holdings and the Subsidiaries) (i) to be endorsed or otherwise amended to include a customary lender's loss payable endorsement in favor of the Collateral Agent, in form and substance reasonably satisfactory to the Collateral Agent, which endorsement shall provide that, on and after the Closing Date, all payments under such policies (in the case of any such group policies, only insofar as such payment relates to properties and operations of Holdings and the Subsidiaries) made or required to be made by the insurer shall be paid directly to the Collateral Agent (and (in the case of any such group policies, only with respect to properties and operations of Holdings and the Subsidiaries) to contain no other lender's loss payable endorsement other than any such endorsement in favor of any agent, trustee or a similar representative acting on behalf of holders of any Second Lien Indebtedness), (ii) to provide that none of Holdings, any Subsidiary, the Administrative Agent, the Collateral Agent, any Arranger, any Lender, any Issuing Bank or any other Secured Party shall be a coinsurer thereunder and (iii) to contain such other provisions as the Collateral Agent may reasonably require from time to time to protect the interests of the Secured Parties.

(c) Holdings and the Subsidiaries will cause all such policies, other than policies in respect of workers' compensation insurance, to name the Administrative Agent, the Collateral Agent, the Lenders and the Issuing Banks as additional insured, on forms reasonably satisfactory to the Collateral Agent.

(d) Holdings and the Subsidiaries (i) will cause each such policy to provide that it shall not be canceled or not renewed (A) by reason of nonpayment of premium upon not less than 10 days' prior written notice thereof by the insurer to the Collateral Agent (giving the Collateral Agent the right to cure defaults in the payment of premiums) or (B) for any other reason upon not less than 45 days' prior written notice thereof by the insurer to the Collateral Agent; and (ii) will deliver to the Collateral Agent, promptly after any renewal or replacement of any such policy, certificates of insurance evidencing such renewal or replacement, together with evidence satisfactory to the Collateral Agent of payment of the premium therefor.

(e) Holdings and the Subsidiaries will further cause all such policies to contain the following terms and conditions:

(i) Each policy shall expressly provide that all provisions thereof, except the liability limits (which may be applicable to all insured parties as a group) and liability for premiums (which shall be liabilities solely of Holdings or one or more of its Affiliates) shall operate in the same manner as if there were a separate policy covering each such insured party. All policies in respect of physical loss or damage, machinery breakdown and business interruption shall (A) insofar as such policies relate to properties or operations of Holdings and the Subsidiaries, name as loss payee thereunder Holdings or a Subsidiary, subject to any lender's loss payable endorsement, and (B) include a customary non-vitiation clause reasonably acceptable to the Collateral Agent, which shall protect the interest of the Administrative Agent, the Collateral Agent, the Lenders, the Issuing Banks and the other Secured Parties regardless of any breach or violation by Holdings, any Subsidiary or any other Affiliate of Holdings of warranties, declarations or conditions contained in such policies, any action or inaction of Holdings, any Subsidiary, any other Affiliate of Holdings or any other Person, or any foreclosure relating to any assets of Holdings or any Subsidiary or any change in ownership of all or any portion of the assets of Holdings or any Subsidiary.

(ii) Each policy shall be primary and not excess to or contributing with any insurance or self-insurance maintained by the Administrative Agent, the Collateral Agent, the Lenders or any other Secured Party.

(f) In the event that any such policy is written on a "claims made" basis and such policy is not renewed or the retroactive date of such policy is to be changed, Holdings and the Subsidiaries will obtain for each such policy the broadest basic and supplemental extended reporting period or "tail" coverage available thereunder (which coverage shall be for a minimum of five years) and will provide to the Collateral Agent evidence satisfactory to them that such basic and supplemental extended reporting period or "tail" coverage has been obtained.

(g) Upon request by the Collateral Agent, Holdings and the Borrower will promptly furnish to the Collateral Agent, as the case may be, copies of all insurance policies, binders and cover note or other evidence of insurance required under this Section 5.5. Holdings and the Subsidiaries will provide to the Collateral Agent such further evidence as to the satisfaction of the requirements set forth in this Section 5.5, and will execute such further documents and instruments and take such further actions to cause the requirements of this Section 5.5 to be and remain satisfied at all times, as the Collateral Agent may reasonably request, all at the expense of the Credit Parties.

(h) In the event that Holdings and the Subsidiaries at any time or times shall fail to obtain or maintain any of the policies of insurance required to be maintained by them under this Section 5.5, or to pay any premium in whole or in part relating thereto, the Collateral Agent may, without limiting any obligations of Holdings and the Subsidiaries hereunder or waiving any Default or Event of Default, in its sole discretion, obtain and maintain such policies of insurance and pay such premium and take any other actions with respect thereto as the Collateral Agent deems advisable. All sums disbursed by the Collateral Agent in connection with the exercise of

its authority under this Section 5.5, including reasonable fees, charges and other disbursements of counsel, court costs, expenses and other charges relating thereto, shall be payable, upon demand, by Holdings and the Borrower and shall constitute Obligations.

(i) Holdings and the Subsidiaries shall not be required to maintain any insurance policy otherwise required to be maintained by them under this Section 5.5, or cause any such policy to contain the terms (including minimum limits) specified in this Section 5.5, if and for so long as in the judgment of the Collateral Agent such insurance policy, or such specified terms, are not reasonably available or the cost thereof is excessive in view of the benefits to be obtained by the Lenders therefrom. The Collateral Agent may grant extensions of time for the obtainment of the insurance otherwise required to be maintained by Holdings and the Subsidiaries under this Section 5.5 if and for so long as in the judgment of the Collateral Agent such action cannot be accomplished without undue effort or expense by the time or times at which it would otherwise be required to be accomplished under this Section 5.5. In connection with any determination under this paragraph, the Collateral Agent may consult with an independent insurance consultant selected by it, all at the expense of the Credit Parties, and each Lender and Issuing Bank agrees that the Collateral Agent shall not be liable for any action taken or not taken by it in accordance with the advice of any such consultant.

(j) No provision of this Section 5.5 or any other provision of this Agreement or any other Credit Document shall impose on the Administrative Agent or the Collateral Agent any duty or obligation to ascertain or inquire into, or to verify the existence or adequacy of, the insurance coverage maintained by or on behalf of Holdings or any Subsidiary, nor shall the Administrative Agent or the Collateral Agent be responsible for any statement, representation or warranty made by or on behalf of Holdings, any Subsidiary or any other Affiliate of Holdings to any insurance company or underwriter.

(k) Each of Holdings and the Borrower hereby irrevocably makes, constitutes and appoints the Collateral Agent (and all officers, employees or agents designated by the Collateral Agent) as Holdings' or the Borrower's, as the case may be, true and lawful agent (and attorney-in-fact) for the purpose, after the occurrence and during the continuance of an Event of Default, of making, settling and adjusting claims in respect of Collateral under policies of insurance, endorsing the name of Holdings or the Borrower, as the case may be, on any check, draft, instrument or other item of payment for the proceeds of such policies and for making all determinations and decisions with respect thereto.

5.6. Books and Records; Inspections. Holdings will, and will cause each Subsidiary to, keep proper books of record and accounts in which full, true and correct entries in conformity in all material respects with GAAP and applicable law shall be made of all dealings and transactions in relation to its business and activities. Holdings will, and will cause each Subsidiary to, permit the Administrative Agent or, or upon the occurrence and during the continuance of an Event of Default, any Lender (pursuant to a request made through the Administrative Agent) (or their authorized representatives) to visit and inspect any of the properties of Holdings and any Subsidiary, to inspect, copy and take extracts from its and their financial and accounting records and to discuss its and their business, results of operations, assets, liabilities (including contingent liabilities) and condition (financial or otherwise) with its and their officers and independent registered public accounting firm, all upon reasonable notice

and at such reasonable times during normal business hours; provided that neither Holdings nor any Subsidiary shall be required to permit the Administrative Agent to conduct more than one such visit or inspection in any year (unless an Event of Default has occurred and is continuing).

5.7. Lenders Meetings. Holdings and the Borrower will, upon the request of the Administrative Agent or the Requisite Lenders, participate in a meeting or telephonic conference with the Administrative Agent and Lenders once during each Fiscal Year (in the case of a meeting, to be held at the Borrower's corporate offices (or at such other location as may be agreed to by Holdings, the Borrower and the Administrative Agent)) at such time as may be agreed to by Holdings, the Borrower and the Administrative Agent.

5.8. Compliance with Laws. Holdings will, and will cause each Subsidiary to, comply will all applicable laws (including all Environmental Laws), except where failure to comply, individually or in the aggregate, has not had and could not reasonably be expected to have a Material Adverse Effect.

5.9. Environmental. (a) Holdings will deliver to the Administrative Agent and the Lenders promptly after any officer of Holdings or any Subsidiaries obtains knowledge thereof, notice of the following environmental developments to the extent that such environmental developments, either individually or when aggregated with all such other environmental developments, could reasonably be expected to result in a material liability or obligation of Holdings or any Subsidiary or in a material impairment of the value of any Facility or the imposition of any material activity, use or deed restriction on such real property:

(i) any pending or threatened Environmental Claim against Holdings or any Subsidiaries or any Facility;

(ii) any Release or threatened Release of Hazardous Materials at, or, from or under, or any other condition or occurrence on, at or affecting, any Facility that could reasonably be expected to cause such Facility to be subject to any restrictions on the ownership, lease, occupancy, use or transferability by Holdings or any Subsidiaries of such Facility under any Environmental Law; or

(iii) the taking of any response, removal or remedial action to the extent required by any Environmental Law or any Governmental Authority as a result of the Release or threatened Release of any Hazardous Materials on, at, under or from any Facility.

All such notices shall describe in reasonable detail the nature of the claim, investigation, condition, occurrence or removal or remedial action and Holdings' or such Subsidiary's response thereto.

(b) Subject to Section 5.9(d), Holdings will deliver to the Administrative Agent and the Lenders with reasonable promptness, such documents and information as from time to time may be reasonably requested by Administrative Agent in relation to any matters addressed by this Section 5.9.

(c) Holdings will (i) comply, and will cause each of the Subsidiaries to comply, with all Environmental Laws and Environmental Permits applicable to, or required in respect of

the conduct of its business or operations or by, the ownership, lease or use of any Facility, except for such noncompliances as could not, either individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect, and will promptly pay or cause to be paid all costs and expenses incurred in connection with such compliance, and will keep or cause to be kept all such Facilities free and clear of any Liens imposed pursuant to such Environmental Laws, other than Permitted Liens and (ii) conduct any investigation, sampling, containment, removal, response or remedial action or monitoring at any Facility required by Environmental Law or any Governmental Authority or that is otherwise necessary to maintain the value, use and marketability of such Facility for industrial purposes or to assess or avoid any material liability under Environmental Laws.

(d) (i) After the receipt by the Administrative Agent or any Lender of any notice of the type described in Section 5.9(a), or (ii) if an Event of Default has occurred and is continuing, then, at the reasonable request of the Administrative Agent, Holdings will prepare and provide to the Administrative Agent an environmental report with respect to any matter disclosed pursuant to Section 5.9(a) or, if an Event of Default has occurred and is continuing, with respect to any Facility (the "**Environmental Report**"); provided, however, that any such Environmental Report shall not include the taking of samples of air, soil, surface water, groundwater, effluent, and building materials, in, on or under any Facilities unless the Administrative Agent reasonably concludes that such sampling is commercially reasonable and necessary. Any such sampling shall be conducted by a qualified environmental consulting firm reasonably acceptable to the Administrative Agent. If an Event of Default has occurred and is continuing, or if Holdings does not prepare an Environmental Report or conduct the requested tests and investigations in a reasonably timely manner, the Administrative Agent may, upon prior notice to Holdings, retain an environmental consultant, at Holdings' expense, to prepare an Environmental Report and conduct such sampling as it reasonably concludes is commercially reasonable and necessary. Holdings and the Subsidiaries will provide the Administrative Agent and its consultants with access to the Facilities during normal business hours in order to complete any necessary inspections or sampling in accordance with this Section 5.9(d). The Administrative Agent will make commercially reasonable efforts to conduct any such investigations so as to avoid unreasonably interfering with the operation of the Facility.

(ii) The exercise of the Administrative Agent's rights under Section 5.9(d)(i) shall not constitute a waiver of any default by Holdings or the Subsidiaries and shall not impose any liability on the Administrative Agent or any of the Lenders. In no event will any site visit, observation, test or investigation by the Administrative Agent be deemed a representation that Hazardous Materials are or are not present in, on or under any of the Facilities, or that there has been or will be compliance with any Environmental Law, and the Administrative Agent shall not be deemed to have made any representation or warranty to any party regarding the truth, accuracy or completeness of any report or findings with regard thereto. Without express written authorization, which shall not be unreasonably withheld, neither Holdings nor any other party shall be entitled to rely on any site visit observation, test or investigation by the Administrative Agent. The Administrative Agent and the Lenders owe no duty of care to protect Holdings or any other party against, or to inform Holdings or any other party of, any Hazardous Materials or any other adverse environmental condition affecting any of the Facilities. The Administrative Agent may in its reasonable discretion disclose to Holdings or, if so

required by law, to any third party, any report or findings made as a result of, or in connection with, any site visit, observation, testing or investigation by the Administrative Agent. If the Administrative Agent reasonably believes that it is legally required to disclose any such report or finding to any third party, then the Administrative Agent shall use its reasonable efforts to give Holdings prior notice of such disclosure and afford Holdings the opportunity to object or defend against such disclosure at its own and sole cost; provided, that the failure of the Administrative Agent to give any such notice or afford Holdings the opportunity to object or defend against such disclosure shall not result in any liability to the Administrative Agent. Holdings acknowledges that it or its Subsidiaries may be obligated to notify relevant Governmental Authorities regarding the results of any site visit, observation, testing or investigation by the Administrative Agent and that such reporting requirements are site and fact-specific, and are to be evaluated by Holdings without advice or assistance from the Administrative Agent. Nothing contained in this Section 5.9(d)(ii) shall be construed as releasing the Administrative Agent or the Lenders from any liability resulting from such site visit, observation, testing or investigation to the extent incurred as a result of their gross negligence or willful misconduct (as determined by a court of competent jurisdiction in a final and non-appealable decision).

5.10. Additional Subsidiaries. In the event that any Person becomes a Subsidiary of Holdings, Holdings will, as promptly as practicable, and in any event within 30 days (or such longer period as the Administrative Agent may agree to in writing), notify the Administrative Agent and cause the Collateral and Guarantee Requirement to be satisfied with respect to such Subsidiary (if such Subsidiary is a Domestic Subsidiary) and with respect to any Equity Interests in or Indebtedness of such Subsidiary owned by any Credit Party.

5.11. Additional Collateral; Deposit and Securities Accounts; Consents to Assignments. (a) Holdings will furnish to the Administrative Agent prompt written notice of (a) the acquisition by any Credit Party of, or any real property of any Credit Party otherwise becoming, a Material Real Estate Asset after the Closing Date and (b) the acquisition by any Credit Party of any other material assets after the Closing Date, other than any such assets constituting Collateral under the Collateral Documents in which the Collateral Agent shall have a valid, legal and perfected security interest (with the priority contemplated by the applicable Collateral Document) upon the acquisition thereof.

(b) Holdings and the Borrower will, in each case as promptly as practicable, notify the Administrative Agent and the Collateral Agent of the existence of any Deposit Account or securities account maintained by a Credit Party in respect of which a Control Agreement is required to be in effect pursuant to clause (h) of the definition of the term “Collateral and Guarantee Requirement” but is not yet in effect.

(c) In the event that after the date hereof Holdings or any Subsidiary shall enter into any new Material Contract, or shall amend, extend, renew or otherwise modify any existing Material Contract in respect of which a Consent to Assignment has not been theretofore obtained, Holdings shall, and shall cause such Subsidiary to, use its commercially reasonable efforts to obtain, then, unless otherwise agreed by the Collateral Agent pursuant to its authority

set forth in the definition of the term "Collateral and Guarantee Requirement", in connection therewith, a Consent to Assignment in respect of such Material Contract.

5.12. Further Assurances. Each Credit Party will execute any and all further documents, financing statements, agreements and instruments, and take any and all further actions (including the filing and recording of financing statements, fixture filings, mortgages, deeds of trust and other documents), that may be required under any applicable law, or that the Administrative Agent or the Collateral Agent may reasonably request, to cause the Collateral and Guarantee Requirement to be and remain satisfied at all times or otherwise to effectuate the provisions of the Credit Documents, all at the expense of the Credit Parties. Holdings and the Borrower will provide to the Administrative Agent and the Collateral Agent, from time to time upon request, evidence reasonably satisfactory to the Administrative Agent or the Collateral Agent, as applicable, as to the perfection and priority of the Liens created or intended to be created by the Collateral Documents.

5.13. Certain Post-Closing Obligations. Holdings and the Borrower shall use commercially reasonable efforts to deliver to the Collateral Agent as promptly as practicable, and in any event shall use commercially reasonable efforts to do so within 30 days, after the Closing Date a Consent to Assignment in respect of the Linde Supply Agreement and a Consent to Assignment in respect of the GE Agreements.

SECTION 6. NEGATIVE COVENANTS

Until the Commitments shall have expired or been terminated and the principal of and interest on each Loan and all fees payable hereunder shall have been paid in full and all Letters of Credit shall have expired or been terminated and the Letter of Credit Usage shall have been reduced to zero, each of the Credit Parties covenants and agrees with the Agents and the Lenders that:

6.1. Indebtedness. (a) Holdings will not, and will not permit any Subsidiary to, create, incur, assume or permit to exist any Indebtedness, except:

(i) the Obligations;

(ii) Indebtedness of any Subsidiary to Holdings, the Borrower or any other Subsidiary; provided that (A) such Indebtedness shall not have been transferred to any Person other than Holdings, the Borrower or any other Subsidiary, (B) such Indebtedness shall be evidenced by the Intercompany Note, and, if owing to a Credit Party, shall be subject to a Lien pursuant to the Pledge and Security Agreement, (C) such Indebtedness owing by a Credit Party to a Subsidiary that is not a Credit Party shall be unsecured and subordinated in right of payment to the payment in full of the Obligations pursuant to the terms of the Intercompany Note, (D) any payment by any Guarantor under its Obligations Guarantee shall result in a pro tanto reduction of the amount of any Indebtedness owing by such Guarantor to any Credit Party for whose benefit such payment is made and (E) such Indebtedness is permitted as an Investment under Section 6.6;

(iii) Indebtedness in respect of netting services, overdraft protections and otherwise arising from treasury, depositary and cash management services or in connection with any automated clearing-house transfers of funds;

(iv) Guarantees incurred in compliance with Section 6.6;

(v) Indebtedness existing on the date hereof and set forth on Schedule 6.1, and Refinancing Indebtedness in respect thereof;

(vi) Indebtedness of the Borrower or any other Subsidiary (A) incurred to finance the acquisition, construction or improvement of any fixed or capital assets, including Capital Lease Obligations; provided that such Indebtedness is incurred prior to or within 365 days after such acquisition or the completion of such construction or improvement and the principal amount of such Indebtedness does not exceed the cost of acquiring, constructing or improving such fixed or capital assets, or (B) assumed in connection with the acquisition of any fixed or capital assets, and Refinancing Indebtedness in respect of any of the foregoing; provided that the aggregate principal amount of Indebtedness permitted by this clause (vi) shall not exceed $25,000,000 at any time outstanding;

(vii) Indebtedness of any Person that becomes a Subsidiary (or of any Person not previously a Subsidiary that is merged or consolidated with or into a Subsidiary in a transaction permitted hereunder) after the date hereof, or Indebtedness of any Person that is assumed by any Subsidiary in connection with an acquisition of assets by such Subsidiary in a Permitted Acquisition; provided that (A) such Indebtedness exists at the time such Person becomes a Subsidiary (or is so merged or consolidated) or such assets are acquired and is not created in contemplation of or in connection with such Person becoming a Subsidiary (or such merger or consolidation) or such assets being acquired, and (B) neither Holdings nor any Subsidiary (other than such Person or the Subsidiary with which such Person is merged or consolidated or the Person that so assumes such Person's Indebtedness) shall Guarantee or otherwise become liable for the payment of such Indebtedness, and Refinancing Indebtedness in respect of any of the foregoing; provided that the aggregate principal amount of Indebtedness permitted by this clause (vii) shall not exceed $15,000,000 at any time outstanding;

(viii) Indebtedness in respect of letters of credit, bank guarantees and similar instruments issued for the account of Holdings or any Subsidiary in the ordinary course of business supporting obligations under (A) workers' compensation, unemployment insurance and other social security laws and (B) bids, trade contracts, leases, statutory obligations, surety and appeal bonds, performance bonds and obligations of a like nature;

(ix) (A) unsecured Indebtedness of the Borrower, and Guarantees thereof by any Guarantor, provided that (1) both immediately prior and immediately after giving effect to the incurrence thereof, no Default or Event of Default shall have occurred and be continuing, (2) after giving effect to the incurrence of such Indebtedness and the application of the proceeds thereof, (x) Holdings and the Borrower shall be in compliance with the financial covenant set forth in Section 6.7(a) and (y) the Leverage Ratio shall be less than or equal to 2.75:1.00, in each case on a pro forma basis (determined in

accordance with Section 1.2(b)) as of the last day of the Fiscal Quarter most recently ended on or prior to such date for which financial statements are available (provided that, for purposes of determining the Leverage Ratio, the Consolidated Total Debt shall be determined on a pro forma basis as of such date), (3) the stated final maturity of such Indebtedness shall not be earlier than 91 days after the latest Maturity Date in effect at the time such Indebtedness is incurred, and such stated final maturity shall not be subject to any conditions that could result in such stated final maturity occurring on a date that precedes the date that is 91 days after the latest Maturity Date in effect at the time such Indebtedness is incurred, (4) such Indebtedness shall not be required to be repaid, prepaid, redeemed, repurchased or defeased, whether on one or more fixed dates, upon the occurrence of one or more events or at the option of any holder thereof (except, in each case, upon the occurrence of an event of default, a change in control, an asset disposition or an event of loss) prior to the date 91 days after the latest Maturity Date in effect on the date such Indebtedness is incurred, (5) such Indebtedness contains terms and conditions (excluding pricing, premiums and optional prepayment or optional redemption provisions) that are market terms on the date of incurrence thereof (as determined in good faith by the board of directors (or other governing body) of the General Partner) or are not materially more restrictive than the covenants and events of default contained in this Agreement (provided that a certificate of an Authorized Officer of Holdings delivered to the Administrative Agent at least five Business Days prior to the incurrence of such Indebtedness, together with a reasonably detailed description of the material terms and conditions of such Indebtedness or drafts of the documentation relating thereto, stating that Holdings has determined in good faith that such terms and conditions satisfy the requirement of this clause (5) shall be conclusive evidence that such terms and conditions satisfy such requirement unless the Administrative Agent notifies Holdings within such five Business Day period that it disagrees with such determination (including a reasonable description of the basis upon which it disagrees), (6) such Indebtedness shall not constitute an obligation (including pursuant to a Guarantee) of any Person other than the Credit Parties, and (7) such Indebtedness is not secured by any Lien on any asset of Holdings or any Subsidiary; and (B) Refinancing Indebtedness in respect thereof;

(x) (A) Second Lien Indebtedness, provided that (1) both immediately prior to and immediately after giving effect to the incurrence thereof, no Default or Event of Default shall have occurred and be continuing and (2) the principal amount of any Second Lien Indebtedness incurred in reliance on this clause (x) shall not, at the time of the incurrence thereof, exceed the Permitted Incremental Amount in effect at such time; and (B) Refinancing Indebtedness in respect thereof;

(xi) (A) Second Lien Indebtedness, provided that (1) both immediately prior to and immediately after giving effect to the incurrence thereof, no Default or Event of Default shall have occurred and be continuing and (2) after giving effect to the incurrence of such Indebtedness and the application of the proceeds thereof, (x) Holdings and the Borrower shall be in compliance with the financial covenant set forth in Section 6.7(a) and (y) the Leverage Ratio shall be less than or equal to 2.25:1.00, in each case on a pro forma basis (determined in accordance with Section 1.2(b)) as of the last day of the Fiscal Quarter most recently ended on or prior to such date for which financial statements are available (provided that, for purposes of determining the Leverage Ratio, the

Consolidated Total Debt shall be determined on a pro forma basis as of such date); and (B) Refinancing Indebtedness in respect thereof;

(xii) Indebtedness in respect of Hedge Agreements permitted under Section 6.6(m);

(xiii) Indebtedness owed to any Person providing property, casualty, liability or other insurance to Holdings or any Subsidiary, so long as the amount of such Indebtedness is not in excess of the amount of the unpaid cost of, and shall be incurred only to defer the cost of, such insurance for the period in which such Indebtedness is incurred and such Indebtedness is outstanding only for a period not exceeding 12 months;

(xiv) Indebtedness of Holdings or any Subsidiary that may be deemed to exist in connection with agreements providing for indemnification, purchase price adjustments and similar obligations in connection with the acquisition or disposition of assets in accordance with the requirements of this Agreement, so long as any such obligations are those of the Person making the respective acquisition or sale, and are not Guaranteed by any other Person except as otherwise permitted hereunder;

(xv) Indebtedness of the Borrower or any other Subsidiary consisting of take-or-pay obligations contained in supply arrangements incurred in the ordinary course of business and on a basis consistent with past practice; and

(xvi) Indebtedness of Foreign Subsidiaries in an aggregate principal amount not to exceed $25,000,000 at any time outstanding.

(b) Neither Holdings nor any Subsidiary will issue or permit to exist any Disqualified Equity Interests.

6.2. Liens. Holdings will not, and will not permit any Subsidiary to, directly or indirectly, create, incur, assume or permit to exist any Lien on or with respect to any asset of Holdings or any Subsidiary, whether now owned or hereafter acquired or licensed, or on any income, profits or royalties therefrom, or file or consent to the filing of, or consent to the continuation of, any financing statement or other similar notice of any Lien with respect to any such property, asset, income, profits or royalties under the UCC of any State or under any similar recording or notice statute or under any applicable intellectual property laws, rules or procedures, except:

(a) Liens created under the Credit Documents;

(b) Permitted Encumbrances;

(c) Liens solely on any cash earnest money deposits made by the Borrower or any other Subsidiary in connection with any letter of intent or purchase agreement permitted hereunder;

(d) nonexclusive outbound licenses of patents, copyrights, trademarks and other Intellectual Property rights granted by Holdings or any Subsidiary in the ordinary course of

business and not interfering in any respect with the ordinary conduct of or materially detracting from the value of the business of Holdings or such Subsidiary;

(e) in connection with the sale or transfer of any Equity Interests or other assets in a transaction permitted under Section 6.8, customary rights and restrictions contained in agreements relating to such sale or transfer pending the completion thereof;

(f) in the case of (i) any Subsidiary that is not a wholly-owned Subsidiary or (ii) the Equity Interests in any Person that is not a Subsidiary, any encumbrance or restriction, including any put and call arrangements, related to Equity Interests of such Subsidiary or such other Equity Interests set forth in its Organizational Documents or any related joint venture, shareholders or similar agreement;

(g) any Lien on any asset of Holdings, the Borrower or any other Subsidiary existing on the date hereof and set forth on Schedule 6.2; provided that (A) such Lien shall not apply to any other asset of Holdings, the Borrower or any other Subsidiary and (B) such Lien shall secure only those obligations that it secures on the date hereof and any extensions, renewals and refinancings thereof that do not increase the outstanding principal amount thereof and, in the case of any such obligations constituting Indebtedness, that are permitted under Section 6.1(a) as Refinancing Indebtedness in respect thereof;

(h) Liens on fixed or capital assets acquired, constructed or improved by the Borrower or any other Subsidiary; provided that (A) such Liens secure only Indebtedness outstanding under Section 6.1(a)(vi) and obligations relating thereto not constituting Indebtedness and (B) such Liens shall not apply to any other asset of Holdings, the Borrower or any other Subsidiary (other than the proceeds and products thereof); provided further that, in the event purchase money obligations are owed to any Person with respect to financing of more than one purchase of any fixed or capital assets, such Liens may secure all such purchase money obligations and may apply to all such fixed or capital assets financed by such Person;

(i) any Lien existing on any asset prior to the acquisition thereof by the Borrower or any other Subsidiary or existing on any asset of any Person that becomes a Subsidiary (or of a Person not previously a Subsidiary that is merged or consolidated with or into a Subsidiary in a transaction permitted hereunder) after the date hereof prior to the time such Person becomes a Subsidiary (or is so merged or consolidated); provided that (A) such Lien is not created in contemplation of or in connection with such acquisition or such Person becoming a Subsidiary (or such merger or consolidation), (B) such Lien shall not apply to any other asset of Holdings, the Borrower or any other Subsidiary (other than, in the case of any such merger or consolidation, the assets of any Subsidiary that is a party thereto) and (C) such Lien shall secure only those obligations that it secures on the date of such acquisition or the date such Person becomes a Subsidiary (or is so merged or consolidated), and any extensions, renewals and refinancings thereof that do not increase the outstanding principal amount thereof and, in the case of any such obligations constituting Indebtedness, that are permitted under Section 6.1(a) as Refinancing Indebtedness in respect thereof;

(j) Liens securing Indebtedness of Foreign Subsidiaries incurred pursuant to Section 6.1(a)(xvi), provided that such Liens shall not apply to any Collateral (including any

Equity Interests in any Subsidiary that constitute Collateral) or any other assets of Holdings or any Domestic Subsidiary;

(k) (i) Liens on Cash or Cash Equivalents securing obligations not constituting Specified Hedge Obligations under Hedge Agreements permitted under Section 6.6(m) and (ii) Liens in respect of initial deposits, margin deposits, commodity trading accounts or other brokerage accounts established or maintained in the ordinary course of business, in an aggregate amount not to exceed $15,000,000 at any time outstanding;

(l) Liens granted in the ordinary course of business on the unearned portion of insurance premiums securing the financing of insurance premiums to the extent such financing is permitted under Section 6.1(a)(xiii);

(m) Liens on securities that are the subject of repurchase agreements constituting Cash Equivalents under clause (c) of the definition of such term arising under such repurchase agreements;

(n) easements, rights of use and licenses created under the Cross Easement Agreement and the Linde Supply Agreement;

(o) Liens securing Indebtedness permitted pursuant to Section 6.1(a)(x) or 6.1(a)(xi); and

(p) other Liens securing Indebtedness or other obligations in an aggregate principal amount not to exceed $15,000,000 at any time outstanding.

6.3. No Further Negative Pledges. Holdings will not, and will not permit any Subsidiary to, directly or indirectly, enter into, incur or permit to exist any agreement or other arrangement that prohibits, restrict or imposes any condition upon the ability of Holdings or any Subsidiary to create, incur or permit to exist any Lien upon any of its assets, whether now owned or hereafter acquired, to secure any Obligations; provided that the foregoing shall not apply to (a) restrictions and conditions imposed by law or by any Credit Document, (b) restrictions and conditions existing on the date hereof identified on Schedule 6.3 (but shall apply to any extension or renewal of, or any amendment or modification expanding the scope of, any such restriction or condition), (c) in the case of any Subsidiary that is not a wholly owned Subsidiary, restrictions and conditions imposed by its Organizational Documents or any related joint venture, shareholders' or similar agreement, provided that such restrictions and conditions apply only to such Subsidiary and to any Equity Interests in such Subsidiary, (d) restrictions or conditions imposed by any agreement relating to secured Indebtedness permitted by Section 6.1(a)(vi) or 6.01(a)(vii) if such restrictions or conditions apply only to the assets securing such Indebtedness, (e) restrictions or conditions imposed by any agreement relating to Indebtedness permitted by Sections 6.1(a)(ix), 6.1(a)(x), 6.1(xi) and 6.1(a)(xvi), provided that such restrictions or conditions do not conflict with the obligations of the Credit Parties hereunder and under the other Credit Documents with respect to the Collateral, including obligations to create Liens to secure the Obligations, (f) restrictions or conditions imposed by customary provisions in leases, subleases, licenses and sublicenses and other agreements (other than any CVR Intercompany Agreement) restricting the assignment thereof, (g) customary restrictions and conditions contained in

agreements relating to the sale or other disposition of any assets permitted under Section 6.8 that are applicable solely pending consummation of such sale or other dispositions, provided that such restrictions and conditions apply only to such assets and such sale or other disposition is permitted hereunder, and (h) restrictions or encumbrances in respect of cash or other deposits imposed by customers under contracts entered into in the ordinary course of business. Nothing in this Section 6.3 shall be deemed to modify the requirements set forth in the definition of the term "Collateral and Guarantee Requirement" or the obligations of the Credit Parties under Sections 5.10 and 5.11 or under the Collateral Documents.

6.4. Restricted Payments; Certain Payments of Indebtedness. (a) Holdings will not, and will not permit any Subsidiary to, declare or make, or agree to pay or make, directly or indirectly, any Restricted Payment, or incur any obligation (contingent or otherwise) to do so, except that (i) Holdings may declare and pay dividends with respect to its Equity Interests payable solely in additional Equity Interests permitted hereunder, (ii) any Subsidiary may declare and pay dividends or make other distributions with respect to its capital stock, partnership or membership interests or other similar Equity Interests, or make other Restricted Payments in respect of its Equity Interests, in each case ratably to the holders of such Equity Interests, provided that dividends paid by the Borrower to Holdings may only be paid at such times and in such amounts as shall be necessary to permit Holdings (A) to make Restricted Payments permitted to be made by it under this Section 6.4(a) or (B) to discharge its other permitted liabilities as and when due, (iii) Holdings may repurchase Equity Interests upon the exercise of stock options if such Equity Interests represent a portion of the exercise price of such options, (iv) Holdings may make cash payments in lieu of the issuance of fractional units representing insignificant interests in Holdings in connection with the exercise of warrants, options or other securities convertible into or exchangeable for Equity Interests in Holdings, (v) Holdings may make cash distributions to owners of the common units representing limited partner interests in Holdings with the Net Proceeds in respect of any substantially concurrent issuance or sale by Holdings of its Equity Interests (other than (A) the IPO, (B) any issuance or sale of Equity Interests to any Subsidiary or (C) any issuance or sale of Equity Interests to directors, officers or employees of Holdings or any Subsidiary under any employee stock option or stock purchase plan or a similar benefit plan or to a trust established for the benefit of directors, officers or employees of Holdings or any Subsidiary), (vi) Holdings may redeem, repurchase or otherwise acquire for value Equity Interests in Holdings held by any former director, officer or employee of Holdings or any Subsidiary or its assigns, estates or heirs following the death, disability or termination of employment of such director, officer or employee, provided that the aggregate amount of all Restricted Payments made in reliance on this clause (vi) shall not to exceed $5,000,000 in any Fiscal Year, (vii) Holdings may make the Coffeyville Resources Distribution, (viii) Holdings may make the IDR Repurchase, (ix) so long as (A) no Default or Event of Default shall have occurred and be continuing or would result therefrom, (B) the common units representing limited partner interests in Holdings are listed on a national securities exchange (as defined in the Exchange Act) and (C) after giving effect thereto Holdings and the Borrower shall be in pro forma compliance with the covenants set forth in Section 6.7 (determined in accordance with Section 1.2(b)) as of the last day of the Fiscal Quarter most recently ended on or prior to the date thereof for which financial statements are available (provided that, for purposes of determining the Leverage Ratio under Section 6.7(b), the Consolidated Total Debt shall be determined on a pro forma basis as of such date), Holdings may make, after the end of any Fiscal Quarter, cash distributions on a pro rata basis to owners of

the common units representing limited partner interests in Holdings pursuant to and in accordance with the cash distribution policy adopted by the board of directors of the General Partner pursuant to the Partnership Agreement and in effect on the date thereof (provided that such policy shall not be more adverse to the Lenders than the cash distribution policy in effect on the Closing Date and set forth in Schedule 6.4) and (x) in the case of any cash distribution of the type described in clause (ix) above that, at the time of declaration thereof, complied with the requirements of such clause, Holdings may, within 60 days of the declaration thereof and to the extent not previously made, make such cash distribution, provided that on the date on which such distribution is made, no Specified Default shall have occurred and be continuing or would result therefrom. In the case of any Restricted Payment made by Holdings in reliance on Section 6.4(a)(ix) or 6.4(a)(x) with respect to any Fiscal Quarter, if the Administrative Agent shall have received a Compliance Certificate pursuant to Section 5.1(c) with respect to such Fiscal Quarter on or prior to the date on which such Restricted Payment is made and such Compliance Certificate shall state that, in calculating Consolidated Total Debt as of the last day of such Fiscal Quarter any amount shall have been deducted pursuant to clause (b) of the definition of the term "Consolidated Total Debt" (including after giving effect to the second sentence of the definition of the term "Leverage Ratio", if applicable), then such Restricted Payment shall be permitted under such Section only if, after giving effect to such Restricted Payment (and without giving effect to the proceeds of any Revolving Loans made after the last day of such Fiscal Quarter and on or prior to the date of such Restricted Payment), the aggregate amount of Cash and Cash Equivalents of the Credit Parties that is subject to a Control Agreement shall not be less than such amount.

(b) Holdings will not, and will not permit any Subsidiary to, make or agree to pay or make, directly or indirectly, any payment or other distribution (whether in cash, securities or other property) of or in respect of principal of or interest on any Junior Priority Indebtedness, or any payment or other distribution (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancelation, defeasance or termination of any Junior Priority Indebtedness, except:

(i) regularly scheduled interest and principal payments as and when due in respect of any Junior Priority Indebtedness;

(ii) refinancings of Junior Priority Indebtedness with the proceeds of other Indebtedness permitted under Section 6.1;

(iii) payments of or in respect of Junior Priority Indebtedness made solely with Equity Interests in Holdings; and

(iv) other payments or distributions in respect of any Junior Priority Indebtedness; provided that (A) both immediately prior to and immediately after giving effect to such payment or distribution, no Default or Event of Default shall have occurred and be continuing and (B) after giving effect to such payment or distribution, the Leverage Ratio shall be 1.50:1.00 or less on a pro forma basis (determined in accordance with Section 1.2(b)) as of the last day of the Fiscal Quarter most recently ended on or prior to such date for which financial statements are available (provided that the Consolidated Total Debt shall be determined on a pro forma basis as of such date).

6.5. Restrictions on Subsidiary Distributions. Holdings will not, and will not permit any Subsidiary to, directly or indirectly, enter into, incur or permit to exist any agreement or other arrangement that prohibits, restricts or imposes any condition upon the ability of any Subsidiary (a) to pay dividends or make other distributions on its Equity Interests owned by Holdings or any other Subsidiary, (b) to repay or prepay any Indebtedness owing by such Subsidiary to Holdings or any Subsidiary, (c) to make loans or advances to Holdings or any Subsidiary, or to Guarantee Indebtedness of Holdings or any Subsidiary or (d) to transfer, lease or license any of its assets to Holdings or any Subsidiary; provided that the foregoing shall not apply to (i) restrictions and conditions imposed by law or by any Credit Document, (ii) restrictions and conditions existing on the date hereof that are identified on Schedule 6.5 (but shall apply to any extension or renewal of, or any amendment or modification expanding the scope of, any such restriction or condition), (iii) in the case of any Subsidiary that is not a wholly owned Subsidiary, restrictions and conditions imposed by its Organizational Documents or any related joint venture, shareholders' or similar agreement, provided that such restrictions and conditions apply only to such Subsidiary and to any Equity Interests in such Subsidiary, (iv) customary restrictions and conditions contained in agreements relating to the sale of a Subsidiary, or a business unit, division, product line, line of business or other assets, that are applicable solely pending such sale, provided that such restrictions and conditions apply only to the Subsidiary, or the business unit, division, product line, line of business or other assets, that is to be sold and such sale is permitted hereunder, (v) restrictions and conditions imposed by agreements relating to Indebtedness of any Subsidiary in existence at the time such Subsidiary became a Subsidiary and otherwise permitted by Section 6.1(a)(vii) (but shall apply to any amendment or modification expanding the scope of, any such restriction or condition), provided that such restrictions and conditions apply only to such Subsidiary, (vi) in the case of clause (d), (A) restrictions and conditions contained in agreements evidencing Indebtedness permitted by Section 6.1(a)(vi), if such restrictions and conditions apply only to the assets the acquisition, construction or improvement of which was financed thereby and (B) restrictions or conditions imposed by customary provisions in leases and other agreements (other than any CVR Intercompany Agreements) restricting the assignment thereof and (vii) restrictions or conditions imposed by any agreement relating to Indebtedness permitted by Sections 6.1(a)(ix), 6.1(a)(x), 6.1(xi) and 6.1(a)(xvi), provided that such restrictions or conditions do not conflict with the obligations of the Credit Parties hereunder and under the other Credit Documents with respect to the Collateral, including obligations to create Liens to secure the Obligations, or under Section 7.

6.6. Investments. Holdings will not, and will not permit any Subsidiary to, purchase, hold, acquire (including pursuant to any merger or consolidation with any Person that was not a wholly owned Subsidiary prior thereto), make or otherwise permit to exist any Investment in any other Person, or purchase or otherwise acquire (in one transaction or a series of transactions) all or substantially all the assets of any other Person or of a business unit, division, product line or line of business of any other Person, or assets acquired other than in the ordinary course of business that, following the acquisition thereof, would constitute a substantial portion of the assets of Holdings and the Subsidiaries, taken as a whole, except:

(a) Investments in Cash and Cash Equivalents;

(b) Investments existing on the date hereof, in each case that are set forth on Schedule 6.6 (but not any additions thereto (including any capital contributions) made after the date hereof);

(c) investments by Holdings, the Borrower or any other Subsidiary in Equity Interests in their Subsidiaries that are Credit Parties; provided that any such Equity Interests held by a Credit Party shall be pledged in accordance with the requirements of the definition of the term "Collateral and Guarantee Requirement";

(d) loans or advances made by Holdings, the Borrower or any other Subsidiary to Holdings, the Borrower or any Guarantor Subsidiary;

(e) Guarantees by Holdings, the Borrower or any other Subsidiary of Indebtedness or other obligations of Holdings, the Borrower or any Guarantor Subsidiary (including any such Guarantees arising as a result of any such Person being a joint and several co-applicant with respect to any letter of credit or letter of guaranty); provided that a Subsidiary (other than the Borrower) that has not Guaranteed the Obligations pursuant hereto shall not Guarantee any Indebtedness or other obligations of any Credit Party;

(f) (i) Investments received in satisfaction or partial satisfaction of obligations thereof from financially troubled account debtors and (ii) deposits, prepayments and other credits to suppliers made in the ordinary course of business consistent with the past practices of Holdings and the Subsidiaries;

(g) Investments made as a result of the receipt of noncash consideration from a sale, transfer, lease or other disposition of any asset in compliance with Section 6.8;

(h) Investments in prepaid expenses, negotiable instruments held for collection, and lease, utility, workers' compensation, performance and other similar deposits provided to third parties in the ordinary course of business;

(i) any customary indemnity, purchase-price adjustment, earn-out or similar obligation, in each case, benefiting Holdings or any Subsidiary created as a result of any Permitted Acquisition or other Investment permitted by this Section 6.6 or any sale, transfer, lease or other disposition of assets permitted by Section 6.8;

(j) Investments consisting of purchases and acquisitions of inventory, supplies, material or equipment or the licensing or contribution of intellectual property pursuant to joint marketing arrangements with other Persons and progress payments made in respect of capital expenditures, in each case in the ordinary course of business;

(k) Guarantees of the obligations of suppliers, customers, franchisees and licensees of the Borrower and the Subsidiaries in the ordinary course of business (other than any such Guarantees of obligations of any CVR Energy Entity);

(l) Investments by Holdings, the Borrower or any other Subsidiary that result solely from the receipt by Holdings, the Borrower or such Subsidiary from any of its Subsidiaries of a dividend or other Restricted Payment in the form of Equity Interests, evidences of

Indebtedness or other Securities (but not any additions thereto made after the date of the receipt thereof);

(m) Investments in the form of Hedge Agreements, provided that such Hedge Agreements shall have been entered into by Holdings and the Subsidiaries for purposes of hedging risks associated with their operations and not for speculative purposes;

(n) payroll, travel and similar advances to directors and employees of Holdings or any Subsidiary to cover matters that are expected at the time of such advances to be treated as expenses of Holdings or such Subsidiary for accounting purposes and that are made in the ordinary course of business;

(o) loans or advances to directors, officers and employees of Holdings or any Subsidiary made in the ordinary course of business; provided that the aggregate amount of such loans and advances outstanding at any time shall not exceed $2,000,000;

(p) Investments in the form of evidences of Indebtedness of officers or employees of Holdings or any Subsidiary delivered in connection with the acquisition by any such officer or employee of Equity Interests in Holdings, provided that no cash shall have been advanced by Holdings or any Subsidiary in connection with any such acquisition;

(q) the creation of any Subsidiary by Holdings or any Subsidiary, provided that the sole Investment in such newly created Subsidiary made pursuant to this clause (q) may be in the form of de minimus assets incidental to the organization and existence of such newly created Subsidiary;

(r) (i) Permitted Acquisitions by any Credit Party, provided that, in the case of a Permitted Acquisition in the form of an acquisition of the Equity Interests in any Person, such Person (including each Subsidiary of such Person) becomes a wholly owned Domestic Subsidiary of the Borrower, and (ii) Permitted Acquisitions by any Foreign Subsidiary; and

(s) other Investments and other acquisitions; provided that, at the time each such Investment or acquisition is purchased, made or otherwise acquired, (i) no Default or Event of Default shall have occurred and be continuing or would result therefrom, (ii) Holdings and the Borrower shall be in pro forma compliance with the covenants set forth in Section 6.7 (determined in accordance with Section 1.2(b)) as of the last day of the Fiscal Quarter most recently ended on or prior to the date thereof for which financial statements are available (provided that, for purposes of determining the Leverage Ratio under Section 6.7(b), the Consolidated Total Debt shall be determined on a pro forma basis as of such date) and (C) the aggregate amount of all Investments made in reliance on this clause (s) outstanding at any time, together with the aggregate amount of all Acquisition Consideration paid in connection with all other acquisitions made in reliance on this clause (s), shall not exceed $25,000,000 in the aggregate at any time.

It is understood and agreed that any Investment may meet (and be classified) under more than one clause of this Section 6.6 and, in such event, the usage of capacity under such clauses shall be determined without duplication.

6.7. Financial Covenants. (a) Interest Coverage Ratio. Holdings will not permit the Interest Coverage Ratio as of the last day of any Fiscal Quarter to be less than 3.00:1.00.

(b) Leverage Ratio. Holdings will not permit the Leverage Ratio as of the last day of any Fiscal Quarter, to exceed the correlative ratio indicated:

Fiscal Quarter	Leverage Ratio
Ending after the Closing Date and prior to December 31, 2011	3.50:1.00
Ending on or after December 31, 2011	3.00:1.00

6.8. Fundamental Changes; Disposition of Assets. (a) Holdings will not, and will not permit any Subsidiary to, merge or consolidate, or liquidate, wind-up or dissolve itself (or suffer any liquidation or dissolution), or sell, transfer, lease or otherwise dispose of all or any part of its assets (including any Equity Interest), whether now owned or hereafter acquired, leased or licensed, except:

(i) any Person may merge into the Borrower in a transaction in which the Borrower is the surviving entity; provided that any such merger or consolidation involving a Person that is not a wholly owned Subsidiary immediately prior thereto shall not be permitted unless it is also permitted under Section 6.6;

(ii) any Person (other than Holdings or the Borrower) may merge into or consolidate with any Subsidiary (other than the Borrower) in a transaction in which the surviving entity is a Subsidiary (and, if any party to such merger or consolidation is a Guarantor Subsidiary, is a Guarantor Subsidiary); provided that any such merger or consolidation involving a Person that is not a wholly owned Subsidiary immediately prior thereto shall not be permitted unless it is also permitted under Section 6.6;

(iii) any Subsidiary (other than the Borrower) may liquidate or dissolve if the Borrower determines in good faith that such liquidation or dissolution is not disadvantageous to the Lenders in any material respect;

(iv) sales, transfers and other dispositions of inventory, used or surplus equipment, Cash in the ordinary course of business;

(v) Investments permitted under Section 6.6;

(vi) sales, transfers or other dispositions of accounts receivable in connection with the compromise or collection thereof in the ordinary course of business and not as part of any accounts receivables financing transaction;

(vii) dispositions of property to the extent that (A) such property is exchanged for credit against the purchase price of similar replacement property or (B) the proceeds of such disposition are promptly applied to the purchase price of such replacement property;

(viii) grants in the ordinary course of business of licenses, sublicenses, leases or subleases not materially interfering with the business or operations of Holdings and the Subsidiaries and not affecting the security interest of the Collateral Agent in the asset or property subject thereto; and

(ix) sales, transfers, leases and other dispositions of assets that are not permitted by any other clause of this Section 6.8(a); provided that (A) the aggregate fair value of all assets sold, transferred, leased or otherwise disposed of in reliance on this clause (ix) shall not exceed $10,000,000 during any Fiscal Year of Holdings, (B) all sales, transfers, leases and other dispositions made in reliance on this clause (ix) shall be made for fair value and at least 75% cash consideration and (C) the Net Proceeds thereof shall be applied as required by Section 2.13.

(b) Notwithstanding anything to the contrary set forth herein, (i) Holdings will not, and will not permit any Subsidiary to, sell, transfer or otherwise dispose of any Equity Interests in any Subsidiary unless (A) such Equity Interests constitute all the Equity Interests in such Subsidiary held by Holdings and the Subsidiaries and (B) immediately after giving effect to such transaction, Holdings and the Subsidiaries shall otherwise be in compliance with Section 6.7 and (ii) Holdings will not permit any Subsidiary to issue any additional Equity Interests in such Subsidiary, other than (i) to Holdings or any Subsidiary in compliance with Section 6.6, (ii) directors' qualifying shares and (iii) other nominal amounts of Equity Interests that are required to be held by other Persons under applicable law.

6.9. Sales and Leasebacks. Holdings will not, and will not permit any Subsidiary to, enter into any Sale/Leaseback Transaction unless (a) the sale or transfer of the property thereunder is permitted under Section 6.8, (b) any Capital Lease Obligations arising in connection therewith are permitted under Section 6.1 and (c) any Liens arising in connection therewith (including Liens deemed to arise in connection with any such Capital Lease Obligations) are permitted under Section 6.2.

6.10. Transactions with Affiliates. Holdings will not, and will not permit any Subsidiary to, directly or indirectly, enter into or permit to exist any transaction (including the purchase, sale, lease or exchange of any property or the rendering of any service or the amendment, restatement, supplement or other modification to, or waiver of any rights under, any Existing CVR Intercompany Agreement, or the entry into any new CVR Intercompany Agreement) with any Affiliate of Holdings or such Subsidiary on terms that are less favorable to Holdings or such Subsidiary, as the case may be, than those that would prevail in an arm's-length transaction with unrelated third parties; provided that the foregoing restriction shall not apply to (a) transactions between or among the Credit Parties not involving any other Affiliate, (b) any Restricted Payment permitted under Section 6.4, (c) issuances by Holdings of Equity Interests and receipt by Holdings of capital contributions, (d) reasonable and customary fees, indemnities and reimbursements paid to members of the board of directors (or similar governing body) of Holdings or any Subsidiary, (e) compensation arrangements for officers and other employees of Holdings and the Subsidiaries entered into in the ordinary course of business, (f) loans and advances permitted under Section 6.6(n), 6.6(o) or 6.6(p), (g) transactions pursuant to the Existing CVR Intercompany Agreements, as in effect on the date hereof, provided, in the case of the Services Agreement, that the allocation of costs thereunder is not less favorable to Holdings

and the Subsidiaries than the allocation thereof in effect during the period covered by the Historical Financial Statements, and (h) the transactions set forth on Schedule 6.10. Holdings will, and will cause each Subsidiary to, exercise its rights and remedies under the CVR Intercompany Agreements (including the Existing CVR Intercompany Agreements), including rights with respect to indemnities, cost reimbursements and purchase price adjustments, in a manner that it would do in an arms'-length transaction with an unrelated third party.

6.11. Conduct of Business. Holdings will not, and will not permit any Subsidiary to, engage in any business other than the businesses engaged in by Holdings and the Subsidiaries on the date hereof and similar or related businesses.

6.12. Permitted Activities of Holdings. Notwithstanding anything herein to the contrary, Holdings will not (a) engage in any business or activity or own an asset other than (i) holding 100% of the Equity Interests of the Borrower, (ii) performing its obligations and activities incidental thereto under the Credit Documents, (iii) making Restricted Payments and Investments to the extent permitted by the Credit Documents, (iv) establishing and maintaining bank accounts and (v) performing activities incidental to being a public company; (b) consolidate with or merge with or into, or convey, transfer, lease or license all or substantially all its assets to, any Person; (c) cease to be a limited partnership; or (d) fail to hold itself out to the public as a legal entity separate and distinct from all other Persons.

6.13. Amendments or Waivers of Organizational Documents. Holdings will not, and will not permit any Subsidiary to, agree to any amendment, restatement, supplement or other modification to, or waiver of any of its rights under its Organizational Documents to the extent such amendment, modification or waiver could reasonably be expected to be adverse in any material respect to the Lenders.

6.14. Fiscal Year. Holdings will not, and will not permit any Subsidiary to, change its Fiscal Year to end on a date other than December 31.

6.15. United States Federal Income Tax Classification. Neither Holdings nor the Borrower shall elect to be treated as a corporation for United States federal income tax purposes.

SECTION 7. GUARANTEE

7.1. Guarantee of the Obligations. Subject to the provisions of Section 7.2, the Guarantors jointly and severally hereby irrevocably and unconditionally guarantee to the Administrative Agent, for the ratable benefit of the Secured Parties, the due and punctual payment in full of all Obligations when the same shall become due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code).

7.2. Indemnity by the Borrower; Contribution by the Guarantors. (a) In addition to all such rights of indemnity and subrogation as Holdings or any Guarantor Subsidiary may have under applicable law (but subject to Section 7.6), the Borrower agrees that (i) in the event a payment in shall be made by Holdings or any Guarantor Subsidiary under its Obligations

Guarantee, the Borrower shall indemnify Holdings or such Guarantor Subsidiary, as the case may be, for the full amount of such payment and Holdings or such Guarantor Subsidiary, as the case may be, shall be subrogated to the rights of the Person to whom such payment shall have been made to the extent of such payment and (ii) in the event any Collateral provided by Holdings or any Guarantor Subsidiary shall be sold pursuant to any Collateral Document to satisfy in whole or in part any Obligations, the Borrower shall indemnify Holdings or such Guarantor Subsidiary, as the case may be, in an amount equal to the fair market value of the assets so sold.

(b) The Guarantors desire to allocate among themselves, in a fair and equitable manner, their obligations arising under this Section 7 and under the Collateral Documents. Accordingly, in the event any payment or distribution is made on any date by a Guarantor under this Obligations Guarantee such that its Aggregate Payments exceed its Fair Share as of such date (such Guarantor being referred to as a "**Claiming Guarantor**"), such Claiming Guarantor shall be entitled to a contribution from each other Guarantor (a "**Contributing Guarantor**") in an amount sufficient to cause each Guarantor's Aggregate Payments to equal its Fair Share as of such date (and for all purposes of this Section 7.2(b), any sale or other dispositions of Collateral of a Guarantor pursuant to an exercise of remedies under any Collateral Document shall be deemed to be a payment by such Guarantor under its Obligations Guarantee in an amount equal to the fair market value of such Collateral, less any amount of the proceeds of such sale or other dispositions returned to such Guarantor). "**Fair Share**" means, with respect to any Guarantor as of any date of determination, an amount equal to (a) the ratio of (i) the Fair Share Contribution Amount with respect to such Guarantor to (ii) the aggregate of the Fair Share Contribution Amounts with respect to all Guarantors multiplied by (b) the aggregate amount paid or distributed on or before such date by all Claiming Guarantors under their Obligations Guarantee. "**Fair Share Contribution Amount**" means, with respect to any Guarantor as of any date of determination, the maximum aggregate amount of the obligations of such Guarantor under its Obligations Guarantee that would not render its obligations thereunder subject to avoidance as a fraudulent transfer or conveyance under Section 548 of the Bankruptcy Code or any comparable applicable provisions of state law; provided that solely for purposes of calculating the "Fair Share Contribution Amount" with respect to any Guarantor for purposes of this Section 7.2(b), any assets or liabilities of such Guarantor arising by virtue of any rights to subrogation, reimbursement or indemnification or any rights to or obligations of contribution under this Section 7 shall not be considered as assets or liabilities of such Guarantor. "**Aggregate Payments**" means, with respect to any Guarantor as of any date of determination, an amount equal to (A) the aggregate amount of all payments and distributions made on or before such date by such Guarantor in respect of its Obligations Guarantee (including any payments and distributions made under this Section 7.2(b)), minus (B) the aggregate amount of all payments received on or before such date by such Guarantor from the Borrower pursuant to Section 7.2(a) or the other Guarantors under this Section 7.2(b). The amounts payable under this Section 7.2(b) shall be determined as of the date on which the related payment or distribution is made by the applicable Claiming Guarantor. The allocation among Guarantors of their obligations as set forth in this Section 7.2 shall not be construed in any way to limit the liability of any Guarantor hereunder or under any Collateral Document.

7.3. Payment by Guarantors. Subject to Section 7.2, the Guarantors hereby jointly and severally agree, in furtherance of the foregoing and not in limitation of any other right

which any Secured Party may have at law or in equity against any Guarantor by virtue hereof, that upon the failure of the Borrower or any other Person to pay any of the Obligations when and as the same shall become due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code), the Guarantors will upon demand pay, or cause to be paid, in Cash, to the Administrative Agent for the ratable benefit of Secured Parties, an amount equal to the sum of the unpaid principal amount of all Obligations then due as aforesaid.

7.4. Liability of Guarantors Absolute. Each Guarantor agrees that its obligations under this Section 7 are irrevocable, absolute, independent and unconditional and shall not be affected by any circumstance that constitutes a legal or equitable discharge of a guarantor or surety other than payment in full in Cash of the Obligations. In furtherance of the foregoing and without limiting the generality thereof, each Guarantor agrees as follows:

(a) its Obligations Guarantee is a guarantee of payment when due and not of collectability and is a primary obligation of such Guarantor and not merely a contract of surety;

(b) the Administrative Agent may enforce its Obligations Guarantee upon the occurrence of an Event of Default notwithstanding the existence of any dispute between the Borrower and any Secured Party with respect to the existence of such Event of Default;

(c) the obligations of each Guarantor hereunder are independent of the obligations of the Borrower or of any other guarantor (including any other Guarantor) of the obligations of the Borrower, and a separate action or actions may be brought and prosecuted against such Guarantor whether or not any action is brought against the Borrower or any of such other guarantors and whether or not the Borrower is joined in any such action or actions;

(d) payment by any Guarantor of a portion, but not all, of the Obligations shall in no way limit, affect, modify or abridge any Guarantor's liability for any portion of the Obligations that has not been paid. Without limiting the generality of the foregoing, if the Administrative Agent is awarded a judgment in any suit brought to enforce any Guarantor's covenant to pay a portion of the Obligations, such judgment shall not be deemed to release such Guarantor from its covenant to pay the portion of the Obligations that is not the subject of such suit, and such judgment shall not, except to the extent satisfied by such Guarantor, limit, affect, modify or abridge any other Guarantor's liability hereunder in respect of the Obligations;

(e) any Secured Party may, upon such terms as it deems appropriate, without notice or demand and without affecting the validity or enforceability of the Guarantees established under this Section 7 or giving rise to any reduction, limitation, impairment, discharge or termination of any Guarantor's liability hereunder, from time to time (i) renew, extend, accelerate, increase the rate of interest on, or otherwise change the time, place, manner or terms of payment of the Obligations, (ii) settle, compromise, release or discharge, or accept or refuse any offer of performance with respect to, or substitutions for, the Obligations or any agreement relating thereto, and/or subordinate the payment of the same to the payment of any other obligations, (iii) request and accept other guaranties of the Obligations and take and hold security for the payment hereof or the Obligations, (iv) release, surrender, exchange, substitute,

compromise, settle, rescind, waive, alter, subordinate or modify, with or without consideration, any security for payment of the Obligations, any other guaranties of the Obligations, or any other obligation of any Person (including any other Guarantor) with respect to the Obligations, (v) enforce and apply any security now or hereafter held by or for the benefit of such Secured Party in respect hereof or the Obligations and direct the order or manner of sale thereof, or exercise any other right or remedy that such Secured Party may have against any such security, in each case as such Secured Party in its discretion may determine consistent herewith or the applicable Hedge Agreement and any applicable security agreement, including foreclosure on any such security pursuant to one or more judicial or nonjudicial sales, whether or not every aspect of any such sale is commercially reasonable, and even though such action operates to impair or extinguish any right of reimbursement or subrogation or other right or remedy of any Guarantor against any other Credit Party or any security for the Obligations, and (vi) exercise any other rights available to it under the Credit Documents or any Hedge Agreements; and

(f) the Obligations Guarantee and the obligations of the Guarantors thereunder shall be valid and enforceable and shall not be subject to any reduction, limitation, impairment, discharge or termination for any reason, including the occurrence of any of the following, whether or not any Guarantor shall have had notice or knowledge of any of them (in any case other than payment in full in Cash of the Obligations): (i) any failure or omission to assert or enforce or agreement or election not to assert or enforce, or the stay or enjoining, by order of court, by operation of law or otherwise, of the exercise or enforcement of, any claim or demand or any right, power or remedy (whether arising under the Credit Documents or with respect to any Specified Hedge Obligations or any Specified Cash Management Obligations, at law, in equity or otherwise) with respect to the Obligations or any agreement relating thereto, or with respect to any other guarantee of or security for the payment of the Obligations, (ii) any rescission, waiver, amendment or modification of, or any consent to departure from, any of the terms or provisions (including provisions relating to events of default) hereof, any of the other Credit Documents, any of the Specified Hedge Obligations, any of the Specified Cash Management Obligations or any agreement or instrument executed pursuant thereto, or of any other guarantee or security for the Obligations, in each case whether or not in accordance with the terms hereof or such Credit Document, such Specified Hedge Obligation, such Specified Cash Management Obligation or any agreement relating to such other guarantee or security, (iii) the Obligations, or any agreement relating thereto, at any time being found to be illegal, invalid or unenforceable in any respect, (iv) the application of payments received from any source (other than payments received pursuant to the other Credit Documents, any of the Specified Hedge Obligations or any Specified Cash Management Obligations or from the proceeds of any security for the Obligations, except to the extent such security also serves as collateral for indebtedness other than the Obligations) to the payment of indebtedness other than the Obligations, even though any Secured Party might have elected to apply such payment to any part or all of the Obligations, (v) any Secured Party's consent to the change, reorganization or termination of the corporate structure or existence of the Borrower or any of its Subsidiaries and to any corresponding restructuring of the Obligations, (vi) any failure to perfect or continue perfection of a security interest in any collateral that secures any of the Obligations, (vii) any defenses, set-offs or counterclaims that the Borrower may allege or assert against any Secured Party in respect of the Obligations, including failure of consideration, breach of warranty, payment, statute of frauds, statute of limitations, accord and satisfaction and usury, and (viii) any other act or thing or omission, or delay to do any other act or thing, that may or might in any

manner or to any extent vary the risk of any Guarantor Subsidiary as an obligor in respect of the Obligations.

7.5. Waivers by Guarantors. Each Guarantor hereby waives, for the benefit of the Secured Parties: (a) any right to require any Secured Party, as a condition of payment or performance by such Guarantor in respect of its obligations under this Section 7, (i) to proceed against the Borrower, any other guarantor (including any other Guarantor) of the Obligations or any other Person, (ii) to proceed against or exhaust any security held from the Borrower, any such other guarantor or any other Person, (iii) to proceed against or have resort to any balance of any Deposit Account or credit on the books of any Secured Party in favor of any Credit Party or any other Person, or (iv) to pursue any other remedy in the power of any Secured Party whatsoever; (b) any defense arising by reason of the incapacity, lack of authority or any disability or other defense of the Borrower or any other Guarantor, including any defense based on or arising out of the lack of validity or the unenforceability of the Obligations or any agreement or instrument relating thereto or by reason of the cessation of the liability of the Borrower or any other Guarantor from any cause other than payment in full in Cash of the Obligations; (c) any defense based upon any statute or rule of law that provides that the obligation of a surety must be neither larger in amount nor in other respects more burdensome than that of the principal; (d) any defense based upon any Secured Party's errors or omissions in the administration of the Obligations, except behavior that amounts to gross negligence or willful misconduct, as determined by a final, non-appealable judgment of a court of competent jurisdiction; (e) (i) any principles or provisions of law, statutory or otherwise, that are or might be in conflict with the terms hereof and any legal or equitable discharge of such Guarantor's obligations hereunder, (ii) the benefit of any statute of limitations affecting such Guarantor's liability hereunder or the enforcement hereof, (iii) any rights to set-offs, recoupments and counterclaims and (iv) promptness, diligence and any requirement that any Secured Party protect, secure, perfect or insure any security interest or lien or any property subject thereto; (f) notices, demands, presentments, protests, notices of protest, notices of dishonor and notices of any action or inaction, including acceptance hereof, notices of default under the Credit Documents, the Specified Hedge Obligations, the Specified Cash Management Obligations or any agreement or instrument related thereto, notices of any renewal, extension or modification of the Obligations or any agreement related thereto, notices of any extension of credit to the Borrower or any other Credit Party and notices of any of the matters referred to in Section 7.4 and any right to consent to any thereof; and (g) any defenses or benefits that may be derived from or afforded by law which limit the liability of or exonerate guarantors or sureties, or which may conflict with the terms hereof.

7.6. Guarantors' Rights of Subrogation, Contribution, Etc. Until the Obligations shall have been paid in full in Cash, the Revolving Commitments shall have terminated and all Letters of Credit shall have expired or been cancelled, each Guarantor hereby waives any claim, right or remedy, direct or indirect, that such Guarantor now has or may hereafter have against the Borrower or any other Guarantor or any of its assets in connection with its Obligations Guarantee or the performance by such Guarantor of its obligations thereunder, in each case whether such claim, right or remedy arises in equity, under contract, by statute, under common law or otherwise and including (a) any right of subrogation, reimbursement or indemnification that such Guarantor now has or may hereafter have against the Borrower with respect to the Obligations, (b) any right to enforce, or to participate in, any claim,

right or remedy that any Secured Party now has or may hereafter have against the Borrower, and (c) any benefit of, and any right to participate in, any collateral or security now or hereafter held by any Secured Party. In addition, until the Obligations shall have been paid in full in Cash, the Revolving Commitments shall have terminated and all Letters of Credit shall have expired or been cancelled, each Guarantor shall withhold exercise of any right of contribution such Guarantor may have against any other guarantor (including any other Guarantor) of the Obligations, including any such right of contribution as contemplated by Section 7.2. Each Guarantor further agrees that, to the extent the waiver or agreement to withhold the exercise of its rights of subrogation, reimbursement, indemnification and contribution as set forth herein is found by a court of competent jurisdiction to be void or voidable for any reason, any rights of subrogation, reimbursement or indemnification such Guarantor may have against the Borrower or against any collateral or security, and any rights of contribution such Guarantor may have against any such other guarantor, shall be junior and subordinate to any rights any Secured Party may have against the Borrower or any other Credit Party, to all right, title and interest any Secured Party may have in any such collateral or security, and to any right any Secured Party may have against such other guarantor. If any amount shall be paid to any Guarantor on account of any such subrogation, reimbursement, indemnification or contribution rights at any time when all Obligations shall not have been finally and paid in full in Cash, all Revolving Commitments not having terminated and all Letters of Credit not having expired or been cancelled, such amount shall be held in trust for the Administrative Agent on behalf of Secured Parties and shall forthwith be paid over to the Administrative Agent for the benefit of Secured Parties to be credited and applied against the Obligations, whether matured or unmatured, in accordance with the terms hereof.

7.7. Subordination of Other Obligations. Any Indebtedness of the Borrower or any Guarantor now or hereafter held by any Guarantor (the "**Obligee Guarantor**") is hereby subordinated in right of payment to the Obligations, and any such Indebtedness collected or received by the Obligee Guarantor after an Event of Default has occurred and is continuing shall be held in trust for the Administrative Agent on behalf of Secured Parties and shall forthwith be paid over to the Administrative Agent for the benefit of Secured Parties to be credited and applied against the Obligations but without affecting, impairing or limiting in any manner the liability of the Obligee Guarantor under any other provision hereof.

7.8. Continuing Guarantee. The Obligations Guarantee is a continuing guarantee and shall remain in effect until all of the Obligations shall have been paid in full in Cash, the Revolving Commitments shall have terminated and all Letters of Credit shall have expired or been cancelled. Each Guarantor hereby irrevocably waives any right to revoke its Obligations Guarantee as to future transactions giving rise to any Obligations.

7.9. Authority of the Guarantors or the Borrower. It is not necessary for any Secured Party to inquire into the capacity or powers of any Guarantor or the Borrower or the officers, directors or any agents acting or purporting to act on behalf of any of them.

7.10. Financial Condition of the Borrower. Any Credit Extension may be made to the Borrower or continued from time to time, and any Specified Hedge Obligations or Specified Cash Management Obligations may be incurred from time to time, in each case without notice to or authorization from any Guarantor regardless of the financial or other

condition of the Borrower at the time of any such grant or continuation or at the time such Specified Hedge Obligations or Specified Cash Management Obligations are incurred, as the case may be. No Secured Party shall have any obligation to disclose or discuss with any Guarantor its assessment, or any Guarantor's assessment, of the financial condition of the Borrower. Each Guarantor has adequate means to obtain information from the Borrower on a continuing basis concerning the financial condition of the Borrower and its ability to perform its obligations under the Credit Documents, the Specified Hedge Obligations and the Specified Cash Management Obligations, and each Guarantor assumes the responsibility for being and keeping informed of the financial condition of the Borrower and of all circumstances bearing upon the risk of nonpayment of the Obligations. Each Guarantor hereby waives and relinquishes any duty on the part of any Secured Party to disclose any matter, fact or thing relating to the business, results of operations, assets, liabilities or condition (financial or otherwise) of the Borrower now known or hereafter known by any Secured Party.

7.11. Bankruptcy, Etc. (a) So long as any Obligations remain outstanding, no Guarantor shall, without the prior written consent of the Administrative Agent acting pursuant to the instructions of the Requisite Lenders, commence or join with any other Person in commencing any bankruptcy, reorganization or insolvency case or proceeding of or against the Borrower or any other Guarantor. The obligations of Guarantors hereunder shall not be reduced, limited, impaired, discharged, deferred, suspended or terminated by any case or proceeding, voluntary or involuntary, involving the bankruptcy, insolvency, receivership, reorganization, liquidation or arrangement of the Borrower or any other Guarantor or by any defense that the Borrower or any other Guarantor may have by reason of the order, decree or decision of any court or administrative body resulting from any such proceeding.

(b) Each Guarantor acknowledges and agrees that any interest on any portion of the Obligations that accrues after the commencement of any case or proceeding referred to in clause (a) above (or, if interest on any portion of the Obligations ceases to accrue by operation of law by reason of the commencement of such case or proceeding, such interest as would have accrued on such portion of the Obligations if such case or proceeding had not been commenced) shall be included in the Obligations because it is the intention of the Guarantors and the Secured Parties that the Obligations that are guaranteed by Guarantors pursuant to this Section 7 should be determined without regard to any rule of law or order which may relieve the Borrower of any portion of such Obligations. The Guarantors will permit any trustee in bankruptcy, receiver, debtor in possession, assignee for the benefit of creditors or similar Person to pay the Administrative Agent, or allow the claim of the Administrative Agent in respect of, any such interest accruing after the date on which such case or proceeding is commenced.

(c) In the event that all or any portion of the Obligations are paid by the Borrower, the obligations of Guarantors hereunder shall continue and remain in full force and effect or be reinstated, as the case may be, in the event that all or any part of such payment(s) are rescinded or recovered directly or indirectly from any Secured Party as a preference, fraudulent transfer or otherwise, and any such payments which are so rescinded or recovered shall constitute Obligations for all purposes hereunder.

7.12. Discharge of Guarantor Subsidiary upon Disposition. If all the Equity Interests in any Guarantor Subsidiary held by Holdings and the Subsidiaries shall be sold or

otherwise disposed of (including by merger or consolidation) in any transaction permitted by this Agreement, and as a result of such sale or other disposition such Guarantor Subsidiary shall cease to be a Subsidiary, such Guarantor Subsidiary shall, upon consummation of such sale or other disposition, automatically be discharged and released from its obligations under this Section 7, without any further action by any Secured Party or any other Person, and its obligations to pledge and grant any Collateral owned by it pursuant to any Collateral Document and the pledge of such Equity Interests to the Collateral Agent pursuant to the Pledge and Security Agreement shall be automatically released, and the Administrative Agent and the Collateral Agent shall execute such documents or instruments, and take such other actions, as may be reasonably requested by Holdings to effect such release. Any execution and delivery of documents or instruments pursuant to this Section 7.12 shall be without recourse to or warranty by the Collateral Agent.

SECTION 8. EVENTS OF DEFAULT

8.1. Events of Default. If any one or more of the following conditions or events shall occur:

(a) Failure to Make Payments When Due. Failure by the Borrower to pay (i) when due, any principal of any Loan, whether at stated maturity, by acceleration, by notice of voluntary prepayment, by mandatory prepayment or otherwise, (ii) when due, any amount payable to the applicable Issuing Bank in reimbursement of any drawing under any Letter of Credit or (iii) within three Business Days after the date due, any interest on any Loan or any fee or any other amount due hereunder;

(b) Default in Other Agreements. (i) Holdings or any Subsidiary shall fail, after giving effect to any applicable grace period, to make any payment that shall have become due and payable (whether of principal, interest or otherwise and regardless of amount) in respect of any Material Indebtedness, or (ii) any event or condition shall occur that results in any Material Indebtedness becoming due prior to its stated maturity or, in the case of any Hedge Agreement, being terminated, or enables or permits the holder or holders of any Material Indebtedness or any trustee or agent on its or their behalf, or, in the case of any Hedge Agreement, the applicable counterparty, with or without the giving of notice (but after the lapse of any applicable grace periods), to cause such Material Indebtedness to become due, or to require the prepayment, repurchase, redemption or defeasance thereof, prior to its stated maturity or, in the case of any Hedge Agreement, to cause the termination thereof; provided that this clause (b) shall not apply to (A) secured Indebtedness that becomes due as a result of the voluntary sale or transfer of the assets securing such Indebtedness or (B) any Indebtedness that becomes due as a result of a refinancing thereof permitted under Section 6.1;

(c) Breach of Certain Covenants. Failure of any Credit Party to perform or comply with any term or condition contained in Section 2.5, 5.1(e), 5.2 (with respect to Holdings and the Borrower only) or 6;

(d) Breach of Representations, Etc. Any representation, warranty, certification or other statement made or deemed made by any Credit Party in any Credit Document or in any statement or certificate at any time provided by or on behalf of any Credit Party pursuant to or in

connection with any Credit Document shall be inaccurate in any material respect as of the date made or deemed made;

(e) Other Defaults under Credit Documents. Any Credit Party shall default in the performance of or compliance with any term contained herein or in any other Credit Document, other than any such term referred to in any other clause of this Section 8.1, and such default shall not have been remedied or waived within 30 days after the earlier of (i) an officer of such Credit Party becoming aware of such default or (ii) receipt by Holdings or the Borrower of notice from the Administrative Agent or any Lender of such default;

(f) Involuntary Bankruptcy; Appointment of Receiver, Etc. (i) A court of competent jurisdiction shall enter a decree or order for relief in respect of the General Partner, Holdings or any Subsidiary in an involuntary case under the Bankruptcy Code or under any other applicable bankruptcy, insolvency or similar law, which decree or order is not stayed; or any other similar relief shall be granted under any applicable federal or state law, and the petition is not controverted within 10 days, or is not dismissed within 60 days after the filing thereof; or (ii) an involuntary case shall be commenced against the General Partner, Holdings or any Subsidiary under the Bankruptcy Code or under any other applicable bankruptcy, insolvency or similar law; or a decree or order of a court having jurisdiction in the premises for the appointment of a receiver, liquidator, sequestrator, trustee, custodian or other officer having similar powers over the General Partner, Holdings or any Subsidiary, or over all or a substantial part of its property, shall have been entered; or there shall have occurred the involuntary appointment of an interim receiver, trustee or other custodian of the General Partner, Holdings or any Subsidiary for all or a substantial part of its property; or a warrant of attachment, execution or similar process shall have been issued against any substantial part of the property of the General Partner, Holdings or any Subsidiary, and any such event described in this clause (ii) shall continue for 60 days without having been dismissed, bonded or discharged;

(g) Voluntary Bankruptcy; Appointment of Receiver, Etc. The General Partner, Holdings or any Subsidiary shall have an order for relief entered with respect to it or shall commence a voluntary case under the Bankruptcy Code or under any other applicable bankruptcy, insolvency or similar law, or shall consent to the entry of an order for relief in an involuntary case, or to the conversion of an involuntary case to a voluntary case, under any such law, or shall consent to the appointment of or taking possession by a receiver, trustee or other custodian for all or a substantial part of its property; or the General Partner, Holdings or any Subsidiary shall make any assignment for the benefit of creditors; or the General Partner, Holdings or any Subsidiary shall be unable, or shall fail generally, or shall admit in writing its inability, to pay its debts as such debts become due; or the board of directors (or similar governing body) of the General Partner, Holdings or any Subsidiary (or any committee thereof) shall adopt any resolution or otherwise authorize any action to approve any of the actions referred to in this Section 8.1(g) or in Section 8.1(f);

(h) Judgments and Attachments. One or more judgments for the payment of money in an aggregate amount in excess of $15,000,000 (other than any such judgment covered by insurance (other than under a self-insurance program) to the extent a claim therefor has been made in writing and liability therefor has not been denied by the insurer, so long as, in the opinion of the Requisite Lenders, such insurer is financially sound), shall be rendered against

Holdings, any Subsidiary or any combination thereof and the same shall remain undischarged for a period of 60 days during which execution shall not be effectively stayed, or any action shall be legally taken by a judgment creditor to attach or levy upon any assets of Holdings or any Subsidiary to enforce any such judgment;

(i) Employee Benefit Plans. There shall occur one or more ERISA Events that individually or in the aggregate result in, or could reasonably be expected to result in, liability of Holdings, any Subsidiary or any of their respective ERISA Affiliates in excess of $15,000,000 in the aggregate;

(j) Change of Control. A Change of Control shall occur;

(k) Guarantees, Collateral Documents and other Credit Documents. Any Obligations Guarantee for any reason shall cease to be, or shall be asserted by any Credit Party not to be, in full force and effect (other than in accordance with its terms), or shall be declared to be null and void; any Lien purported to be created under any Collateral Document shall cease to be, or shall be asserted by any Credit Party not to be, a valid and perfected Lien on any material Collateral, with the priority required by the applicable Collateral Document, except as a result of (i) a sale or other disposition of the applicable Collateral in a transaction permitted under the Credit Documents or (ii) the Collateral Agent's failure to maintain possession of any stock certificate, promissory note or other instrument delivered to it under the Collateral Documents or, with respect to perfection, the failure of the Collateral Agent to take any action within its control; this Agreement or any Collateral Document shall cease to be in full force and effect (other than in accordance with its terms), or shall be declared null and void, or any Credit Party shall contest the validity or enforceability of any Credit Document or deny that it has any further liability, including with respect to future advances by Lenders, under any Credit Document to which it is a party;

(l) CVR Intercompany Agreements. Any CVR Intercompany Agreement expires (without a renewal thereof) or is terminated, any CVR Energy Entity ceases to provide any service theretofore provided by it under any CVR Intercompany Agreement or any CVR Energy Entity fails to comply with its covenants and obligations under any CVR Intercompany Agreement, in each case if the foregoing, individually or in the aggregate, has resulted or could reasonably be expected to result in a Material Adverse Effect, and such condition or event shall not have been remedied or cured within three days after the occurrence thereof;

(m) Activities of the General Partner. The General Partner shall (i) create, incur, assume or permit to exist any Indebtedness or any other obligation or liability whatsoever, other than (A) nonconsensual obligations imposed by operation of law, including obligations of Holdings to the extent such obligations become obligations of the General Partner, (B) obligations with respect to its Equity Interests, (C) obligations to pay for expenses in the ordinary course of business and (D) any Guarantee of any Indebtedness of any CVR Energy Entity, (ii) create, incur, assume or permit to exist any Lien upon any assets owned, leased or licensed by it, other than (A) nonconsensual Liens imposed by operation of law and (B) Liens upon its assets to secure any Indebtedness of any CVR Energy Entity, or (iii) engage in any business or activity or own an asset other than (A) holding 100% of the general partner interests in Holdings, (B) acting

as the sole general partner of Holdings and (C) the activities permitted by clauses (i) and (ii) above;

THEN, (i) upon the occurrence of any Event of Default described in Section 8.1(f) or 8.1(g), automatically, and (ii) upon the occurrence and during the continuance of any other Event of Default, at the request of (or with the consent of) the Requisite Lenders, upon notice to the Borrower by the Administrative Agent, (A) the Revolving Commitments and the obligations of each Issuing Bank to issue Letters of Credit shall immediately terminate, (B) each of the following shall immediately become due and payable, in each case without presentment, demand, protest or other requirement of any kind, all of which are hereby expressly waived by each Credit Party: (1) the unpaid principal amount of and accrued interest on the Loans, (2) an amount equal to the maximum amount that may at any time be drawn under all Letters of Credit then outstanding (regardless of whether any beneficiary under any such Letter of Credit shall have presented, or shall be entitled at such time to present, the drafts or other documents or certificates required to draw under such Letter of Credit) and (3) all other Obligations (other than the Specified Hedge Obligations and the Specified Cash Management Obligations); provided that the foregoing shall not affect in any way the obligations of Lenders under Section 2.3(e); (C) the Administrative Agent may cause the Collateral Agent to enforce any and all Liens and security interests created pursuant to the Collateral Documents and (D) the Administrative Agent shall direct the Borrower to pay (and the Borrower hereby agrees upon receipt of such notice, or upon the occurrence of any Event of Default specified in Sections 8.1(f) or 8.1(g) to pay) to the Administrative Agent such additional amounts of cash as shall be reasonably requested by any Issuing Bank, to be held as security for the Borrower's reimbursement obligations in respect of Letters of Credit issued by such Issuing Bank then outstanding.

SECTION 9. AGENTS

9.1. Appointment of Agents. GSLP is hereby appointed Administrative Agent and Collateral Agent hereunder and under the other Credit Documents, and each Lender and Issuing Bank hereby authorizes GSLP to act as the Administrative Agent and the Collateral Agent in accordance with the terms hereof and of the other Credit Documents. Each such Agent hereby agrees to act in its capacity as such upon the express conditions contained herein and in the other Credit Documents, as applicable. The provisions of this Section 9, other than Sections 9.7 and 9.8, are solely for the benefit of the Agents, the Lenders and the Issuing Banks, and no Credit Party shall have any rights as a third party beneficiary of any of the provisions thereof. In performing its functions and duties hereunder, no Agent assumes, and shall not be deemed to have assumed, any obligation towards or relationship of agency or trust with or for Holdings or any Subsidiary. Anything herein to the contrary notwithstanding, none of the Arrangers, the Syndication Agents, or any of the co-agents, bookrunners or managers listed on the cover page hereof, shall have any duties or obligations under this Agreement or any of the other Credit Documents, except in its capacity, as applicable, as the Administrative Agent, the Collateral Agent, a Lender or an Issuing Bank hereunder, but all such Persons shall have the benefit of the indemnities provided for hereunder.

9.2. Powers and Duties. Each Lender and Issuing Bank irrevocably authorizes each Agent to take such actions on such Lender's or Issuing Bank's behalf and to exercise such powers, rights and remedies hereunder and under the other Credit Documents as

are specifically delegated or granted to such Agent by the terms hereof and thereof, together with such powers, rights and remedies as are reasonably incidental thereto. Each Agent shall have only those duties and responsibilities that are expressly specified herein and in the other Credit Documents. Each Agent may exercise such powers, rights and remedies and perform such duties by or through its agents or employees. No Agent shall have, by reason hereof or of any of the other Credit Documents, a fiduciary relationship in respect of any Lender or Issuing Bank (regardless of whether or not a Default or an Event of Default has occurred) or any other Person; and nothing herein or in any of the other Credit Documents, expressed or implied, is intended to or shall be so construed as to impose upon any Agent any obligations in respect hereof or of any of the other Credit Documents except as expressly set forth herein or therein. Without limiting the generality of the foregoing, no Agent shall, except as expressly set forth herein and in the other Credit Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to Holdings, the Borrower or any of their Affiliates that is communicated to or obtained by the Person serving as such Agent or any of its Affiliates in any capacity.

9.3. General Immunity.

(a) No Responsibility for Certain Matters. No Agent shall be responsible to any Lender or Issuing Bank for the execution, effectiveness, genuineness, validity, enforceability, collectability or sufficiency hereof or of any other Credit Document or for any representations, warranties, recitals or statements made herein or therein or made in any written or oral statements or in any financial or other statements, instruments, reports or certificates or any other documents furnished or made by any Agent to the Lenders or Issuing Banks or by or on behalf of any Credit Party to any Agent or any Lender or Issuing Bank in connection with the Credit Documents and the transactions contemplated thereby or for the financial condition or affairs of any Credit Party or any other Person liable for the payment of any Obligations, nor shall any Agent be required to ascertain or inquire as to the performance or observance of any of the terms, conditions, provisions, covenants or agreements contained in any of the Credit Documents or as to the use of the proceeds of the Loans or as to the existence or possible existence of any Default or Event of Default (and shall not be deemed to have knowledge of the existence or possible existence of any Default or Event of Default unless and until written notice thereof is given to such Agent by Holdings, the Borrower or any Lender) or to make any disclosures with respect to the foregoing. Notwithstanding anything contained herein to the contrary, the Administrative Agent shall not have any liability arising from confirmations of the amount of outstanding Loans, the Letter of Credit Usage or the component amounts thereof.

(b) Exculpatory Provisions. No Agent or any of its Related Parties shall be liable to the Lenders or the Issuing Banks for any action taken or omitted by such Agent under or in connection with any of the Credit Documents except to the extent caused by such Agent's gross negligence or willful misconduct, as determined by a final, non-appealable judgment of a court of competent jurisdiction. Each Agent shall be entitled to refrain from the taking of any action (including the failure to take an action) in connection herewith or with any of the other Credit Documents or from the exercise of any power, discretion or authority vested in it hereunder or thereunder unless and until such Agent shall have received instructions in respect thereof from the Requisite Lenders (or such other Lenders as may be required, or as such Agent shall believe in good faith to be required, to give such instructions under Section 10.5) and, upon receipt of

such instructions from the Requisite Lenders (or such other Lenders, as the case may be), such Agent shall be entitled to act or (where so instructed) refrain from acting, or to exercise such power, discretion or authority, in accordance with such instructions; provided that such Agent shall not be required to take any action that, in its opinion, could expose such Agent to liability or be contrary to any Credit Document or applicable law, including any action that may be in violation of the automatic stay under the Bankruptcy Code or any other applicable bankruptcy, insolvency or similar law or that may effect a forfeiture, modification or termination of property of a Defaulting Lender in violation of the Bankruptcy Code or any other applicable bankruptcy, insolvency or similar law. Without prejudice to the generality of the foregoing, (i) each Agent shall be entitled to rely, and shall be fully protected in relying, on any communication (including any telephonic notice), instrument or document believed by it to be genuine and correct and to have been signed, sent or given by the proper Person (whether or not such Person in fact meets the requirements set forth in the Credit Documents for being the signatory, sender or provider thereof), and on opinions and judgments of attorneys (who may be attorneys for Holdings and the Subsidiaries), accountants, experts and other professional advisors selected by it; and (ii) no Lender or Issuing Bank shall have any right of action whatsoever against any Agent as a result of such Agent acting or (where so instructed) refraining from acting hereunder or any of the other Credit Documents in accordance with the instructions of the Requisite Lenders (or such other Lenders as may be required, or as such Agent shall believe in good faith to be required, to give such instructions under Section 10.5).

(c) Delegation of Duties. Each of the Administrative Agent and the Collateral Agent may perform any and all of its duties and exercise any and all of its rights and powers under this Agreement or under any other Credit Document by or through any one or more sub-agents appointed by such Agent. Each of the Administrative Agent and the Collateral Agent and any such of its sub-agents may perform any and all of its duties and exercise any and all of its rights and powers by or through their respective Affiliates. The exculpatory, indemnification and other provisions of this Section 9.3 and of Sections 9.6 and 10.3 shall apply to any such sub-agent or Affiliate (and their respective Related Parties) as if they were named as such Agent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as, or on behalf of, an Agent. Notwithstanding anything herein to the contrary, with respect to each sub-agent appointed by the Administrative Agent or the Collateral Agent, (i) such sub-agent shall be a third party beneficiary under exculpatory, indemnification and other provisions of this Section 9.3 and of Sections 9.6 and 10.3 and shall have all of the rights and benefits of a third party beneficiary, including an independent right of action to enforce such provisions directly, without the consent or joinder of any other Person, against any or all of the Credit Parties and the Lenders and (ii) such sub-agent shall only have obligations to such Agent and not to any Credit Party, Lender or any other Person, and no Credit Party, Lender or any other Person shall have any rights, directly or indirectly, as a third party beneficiary or otherwise, against such sub-agent.

9.4. Agents Entitled to Act in Individual Capacity. Nothing herein or in any other Credit Document shall in any way impair or affect any of the rights and powers of, or impose any duties or obligations upon, any Agent in its individual capacity as a Lender or an Issuing Bank hereunder. With respect to its participation in the Loans and the Letters of Credit, each Agent shall have the same rights and powers hereunder as any other Lender or Issuing Bank and may exercise the same as if it were not performing the duties and functions delegated to it

hereunder, and the term “Lender” and “Issuing Bank” shall include each Agent in its individual capacity. Each Agent and its Affiliates may accept deposits from, lend money to, own securities of, and generally engage in any kind of banking, trust, financial advisory or other business with Holdings or any of its Affiliates as if it were not performing the duties and functions specified herein, and may accept fees and other consideration from Holdings and its Affiliates for services in connection herewith and otherwise without having to account for the same to the Lenders or the Issuing Banks.

9.5. Lenders’ Representations, Warranties and Acknowledgments.

(a) Each Lender and Issuing Bank represents and warrants that it has made, and will continue to make, its own independent investigation of the financial condition and affairs of Holdings and the Subsidiaries in connection with Credit Extensions or taking or not taking action under or based upon any Credit Document, in each case without reliance on any Agent, any Arranger or any Related Party of any of the foregoing. No Agent shall have any duty or responsibility, either initially or on a continuing basis, to make any such investigation or any such appraisal on behalf of Lenders or Issuing Banks or to provide any Lender or Issuing Bank with any credit or other information with respect thereto, whether coming into its possession before the making of the Credit Extensions or at any time or times thereafter.

(b) Each Lender, by delivering its signature page to this Agreement and funding its Loans on the Closing Date, or delivering its signature page to an Assignment Agreement or an Incremental Facility Agreement pursuant to which it shall become a Lender hereunder, shall be deemed to have acknowledged receipt of, and consented to and approved, each Credit Document and each other document required to be delivered to, or be approved by or satisfactory to, any Agent or the Lenders on the Closing Date.

(c) Each Lender acknowledges that Affiliated Lenders may be Eligible Assignees hereunder and may purchase (including pursuant to privately negotiated transactions with one or more Lenders that are not made available for participation to all Lenders or all Lenders of a particular Class) Term Loans and Term Loan Commitments hereunder from Lenders from time to time, subject to the restrictions set forth herein, including Sections 10.5 and 10.6. Each Lender agrees that the Administrative Agent shall not be responsible for or have any duty to ascertain or inquire into whether any Lender is at any time an Affiliated Lender and, unless the Administrative Agent shall have received, pursuant to the covenants, if any, of such Lender set forth herein or in the Assignment Agreement pursuant to which such Lender shall have purchased and assumed any Loan or Commitment hereunder, prior written notice from any Lender that such Lender is an Affiliated Lender, the Administrative Agent may deal with such Lender (including for purposes of determining the consent, approval, vote or other similar action of the Lenders or the Lenders of any Class), and shall not incur any liability for so doing, as if such Lender were not an Affiliated Lender.

9.6. Right to Indemnity. Each Lender, in proportion to its Pro Rata Share (determined as set forth below), severally agrees to indemnify each Agent and each Related Party thereof, to the extent that such Agent or such Related Party shall not have been reimbursed by any Credit Party for and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, judgments, suits, costs, expenses (including fees and disbursements of counsel) or disbursements of any kind or nature whatsoever that may be imposed on, incurred by or

asserted against such Agent or any such Related Party in exercising the powers, rights and remedies, or performing the duties and functions, of such Agent under the Credit Documents or otherwise in relation to its capacity as an Agent; provided that no Lender shall be liable for any portion of such liabilities, obligations, losses, damages, penalties, claims, actions, judgments, suits, costs, expenses or disbursements resulting from such Agent's gross negligence or willful misconduct, as determined by a final, non-appealable judgment of a court of competent jurisdiction. If any indemnity furnished to any Agent for any purpose shall, in the opinion of such Agent, be insufficient or become impaired, such Agent may call for additional indemnity and cease, or not commence, to do the acts indemnified against until such additional indemnity is furnished; provided that in no event shall this sentence require any Lender to indemnify such Agent against any liability, obligation, loss, damage, penalty, action, judgment, suit, cost, expense or disbursement in excess of such Lender's Pro Rata Share thereof; and provided further that this sentence shall not be deemed to require any Lender to indemnify such Agent against any liability, obligation, loss, damage, penalty, claim, action, judgment, suit, cost, expense or disbursement described in the proviso in the immediately preceding sentence. For purposes of this Section 9.6, "Pro Rata Share" shall be determined as of the time that the applicable indemnity payment is sought (or, in the event at such time all the Commitments shall have terminated and all the Loans shall have been repaid in full, as of the time most recently prior thereto when any Loans or Commitments remained outstanding).

9.7. Successor Administrative Agent and Collateral Agent. Subject to the terms of this Section 9.7, the Administrative Agent (which term shall include the Collateral Agent for purposes of this Section 9.7) may resign at any time from its capacity as such. In connection with such resignation, the Administrative Agent shall give notice of its intent to resign to the Lenders, the Issuing Banks and the Borrower. Upon receipt of any such notice of resignation, the Requisite Lenders shall have the right, in consultation with the Borrower, to appoint a successor. If no successor shall have been so appointed by the Requisite Lenders and shall have accepted such appointment within 30 days after the retiring Administrative Agent gives notice of its intent to resign, then the retiring Administrative Agent may, on behalf of the Lenders and the Issuing Banks, appoint a successor Administrative Agent. Upon the acceptance of its appointment as Administrative Agent hereunder by a successor, such successor shall succeed to and become vested with all the rights, powers, privileges and duties of the retiring Administrative Agent, and the retiring Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Credit Documents. The fees payable by Holdings and the Borrower to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed by Holdings, the Borrower and such successor. Notwithstanding the foregoing, in the event no successor Administrative Agent shall have been so appointed and shall have accepted such appointment within 30 days after the retiring Administrative Agent gives notice of its intent to resign, the retiring Administrative Agent may give notice of the effectiveness of its resignation to the Lenders, the Issuing Banks and the Borrower, whereupon, on the date of effectiveness of such resignation stated in such notice, (a) the retiring Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Credit Documents, provided that, solely for purposes of maintaining any security interest granted to the Administrative Agent under any Collateral Document for the benefit of the Secured Parties, the retiring Administrative Agent shall continue to be vested with such security interest as collateral agent for the benefit of the Secured Parties and, in the case of any Collateral in the possession of the Administrative Agent, shall continue to hold such

Collateral, in each case until such time as a successor Administrative Agent is appointed and accepts such appointment in accordance with this paragraph (it being understood and agreed that the retiring Administrative Agent shall have no duty or obligation to take any further action under any Collateral Document, including any action required to maintain the perfection of any such security interest), and (b) the Requisite Lenders shall succeed to and become vested with all the rights, powers, privileges and duties of the retiring Administrative Agent, provided that (i) all payments required to be made hereunder or under any other Credit Document to the Administrative Agent for the account of any Person other than the Administrative Agent shall be made directly to such Person and (ii) all notices and other communications required or contemplated to be given or made to the Administrative Agent shall also directly be given or made to each Lender and each Issuing Bank. Following the effectiveness of the Administrative Agent's resignation from its capacity as such, the provisions of this Section 9 shall continue in effect for the benefit of such retiring Administrative Agent, its sub agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while it was acting as Administrative Agent and in respect of the matters referred to in the proviso under clause (a) above. Any resignation of the Administrative Agent shall be deemed to be a resignation of the Collateral Agent, and any successor Administrative Agent appointed pursuant to this Section shall, upon its acceptance of such appointment, become the successor Collateral Agent for all purposes of the Credit Documents.

9.8. Collateral Documents and Guarantee. (a) Agents under Collateral Documents and the Obligations Guarantee. Each Secured Party hereby further authorizes the Administrative Agent and the Collateral Agent, on behalf of and for the benefit of the Secured Parties, to be the agent for and representative of the Secured Parties with respect to the Obligations Guarantee, the Collateral and the Collateral Documents; provided that neither the Administrative Agent nor the Collateral Agent shall owe any fiduciary duty, duty of loyalty, duty of care, duty of disclosure or any other obligation whatsoever to any holder of any Specified Hedge Obligations or Specified Cash Management Obligations. Without further written consent or authorization from any Secured Party, the Administrative Agent or the Collateral Agent, as applicable, may execute any documents or instruments necessary (i) in connection with any sale or other disposition of assets permitted by this Agreement (or to which the Requisite Lenders (or such other Lenders as may be required to give such consent under Section 10.5) have otherwise consented), to release any Lien encumbering any item of Collateral that is the subject of such sale or other disposition and (ii) to confirm the release and discharge of any Guarantor Subsidiary from its Obligations Guarantee as contemplated by Section 7.12 or as consented to by the Requisite Lenders (or such other Lenders as may be required to give such consent under Section 10.5). Any execution and delivery of documents or instruments pursuant to this Section 9.8(a) shall be without recourse to or representation or warranty by the Administrative Agent or the Collateral Agent.

(b) Right to Realize on Collateral and Enforce Obligations Guarantee. Notwithstanding anything contained in any of the Credit Documents to the contrary, the Credit Parties, the Administrative Agent, the Collateral Agent and each Secured Party hereby agree that (i) no Secured Party shall have any right individually to realize upon any of the Collateral or to enforce any Obligations Guarantee, it being understood and agreed that all powers, rights and remedies under the Credit Documents may be exercised solely by the Administrative Agent or the Collateral Agent, as applicable, for the benefit of the Secured Parties in accordance with the

terms thereof and that all powers, rights and remedies under the Collateral Documents may be exercised solely by the Collateral Agent for the benefit of the Secured Parties in accordance with the terms thereof and (ii) in the event of a foreclosure or similar action by the Collateral Agent on any of the Collateral pursuant to a public or private sale or other disposition (including pursuant to section 363(k), section 1129(b)(2)(a)(ii) or any other applicable section of the Bankruptcy Code), the Collateral Agent (or any Lender, except with respect to a "credit bid" pursuant to section 363(k), section 1129(b)(2)(a)(ii) or any other applicable section of the Bankruptcy Code), the Collateral Agent or any Lender may be the purchaser or licensor of any or all of such Collateral at any such sale or other disposition and the Collateral Agent, as agent for and representative of the Secured Parties (but not any Lender or Lenders in its or their respective individual capacities) shall be entitled, upon instructions from the Requisite Lenders, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any such public sale, to use and apply any of the Obligations as a credit on account of the purchase price for any collateral payable by the Collateral Agent at such sale or other disposition.

(c) Specified Hedge Obligations and Related Hedge Agreements. No obligations under any Hedge Agreement that constitute Specified Hedge Obligations will create (or be deemed to create) in favor of any Secured Party that is a party thereto any rights in connection with the management or release of any Collateral or of the obligations of any Guarantor under the Credit Documents except as expressly provided in Section 10.5(c)(iv) of this Agreement and Section 8.2 of the Pledge and Security Agreement. By accepting the benefits of the Collateral, each Hedge Counterparty shall be deemed to have appointed the Collateral Agent as its agent and agreed to be bound by the Credit Documents as a Secured Party, subject to the limitations set forth in this Section 9.8(c), and shall be deemed to have acknowledged and consented to the provisions of Section 9.10.

(d) Specified Cash Management Obligations and Related Cash Management Services. No obligations arising in respect of any Cash Management Services that constitute Specified Cash Management Obligations will create (or be deemed to create) in favor of any Secured Party that is a provider thereof any rights in connection with the management or release of any Collateral or of the obligations of any Guarantor under the Credit Documents except as expressly provided in Section 10.5(c)(iv) of this Agreement and Section 8.2 of the Pledge and Security Agreement. By accepting the benefits of the Collateral, each Cash Management Service Provider shall be deemed to have appointed the Collateral Agent as its agent and agreed to be bound by the Credit Documents as a Secured Party, subject to the limitations set forth in this Section 9.8(d), and shall be deemed to have acknowledged and consented to the provisions of Section 9.10.

(e) Release of Collateral and Obligations Guarantee. Notwithstanding anything to the contrary contained herein or any other Credit Document, when all Obligations (excluding the Specified Cash Management Obligations and any contingent obligations as to which no claim has been made, but including the Specified Hedge Obligations) have been paid in full, all Commitments have terminated or expired and no Letter of Credit shall be outstanding, upon request of the Borrower, the Administrative Agent and the Collateral Agent shall (without notice to, or vote or consent of, any Secured Party) take such actions as shall be required to release its security interest in all Collateral, and to release all Obligations Guarantee provided for in any

Credit Document. In connection with, and as a condition to, any such release, the Administrative Agent and the Collateral Agent may request, but shall not be required to request, a certificate of an Authorized Officer of the Borrower confirming that all Specified Hedge Obligations shall have been, or substantially concurrently with the effectiveness of such release shall be, paid in full and discharged, and may rely (and shall incur no liability in relying) upon such certificate. Any such release of an Obligations Guarantee shall be deemed subject to the provision that such Obligations Guarantee shall be reinstated if after such release any portion of any payment in respect of the Obligations guaranteed thereby shall be rescinded or must otherwise be restored or returned upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Borrower or any Guarantor, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, the Borrower or any Guarantor or any substantial part of its property, or otherwise, all as though such payment had not been made.

9.9. Withholding Taxes. To the extent required by any applicable law, the Administrative Agent may withhold from any payment to any Lender or Issuing Bank an amount equivalent to any applicable withholding Tax. If the Internal Revenue Service or any other Governmental Authority asserts a claim that the Administrative Agent did not properly withhold Tax from amounts paid to or for the account of any Lender or Issuing Bank because the appropriate form was not delivered or was not properly executed or because such Lender or Issuing Bank failed to notify the Administrative Agent of a change in circumstance which rendered the exemption from, or reduction of, withholding Tax ineffective or for any other reason, or if the Administrative Agent reasonably determines that a payment was made to a Lender or Issuing Bank pursuant to this Agreement without deduction of applicable withholding Tax from such payment, such Lender or Issuing Bank shall indemnify the Administrative Agent fully for all amounts paid, directly or indirectly, by the Administrative Agent as Tax or otherwise, including any penalties or interest and together with all expenses (including legal expenses, allocated internal costs and out-of-pocket expenses) incurred.

9.10. Intercreditor Agreement. The Lenders and the Issuing Banks acknowledge that obligations of the Borrower and the Subsidiaries under any Second Lien Indebtedness will be secured by Liens on assets of the Borrower and the Subsidiaries that constitute Collateral. At the request of the Borrower, the Administrative Agent and/or the Collateral Agent shall enter into an Intercreditor Agreement establishing the relative rights of the Secured Parties and of the secured parties under any Second Lien Indebtedness with respect to the Collateral. Each Lender and each Issuing Bank hereby irrevocably (a) consents to the treatment of Liens to be provided for under such Intercreditor Agreement, (b) authorizes and directs the Administrative Agent and the Collateral Agent to execute and deliver such Intercreditor Agreement and any documents relating thereto, in each case on behalf of such Lender or such Issuing Bank and without any further consent, authorization or other action by such Lender or such Issuing Bank, (c) agrees that, upon the execution and delivery thereof, such Lender or such Issuing Bank will be bound by the provisions of such Intercreditor Agreement as if it were a signatory thereto and will take no actions contrary to the provisions of such Intercreditor Agreement and (d) agrees that no Lender or Issuing Bank shall have any right of action whatsoever against the Administrative Agent or the Collateral Agent as a result of any action taken by the Administrative Agent or the Collateral Agent pursuant to this Section or in accordance with the terms of such Intercreditor Agreement. Each Lender and each Issuing Bank hereby further irrevocably authorizes and directs the Administrative Agent and the Collateral

Agent (i) if so requested by the Borrower, to agree with Holdings and the Borrower to a limit on the aggregate principal amount of post-petition financing with respect to which the holders of any Second Lien Indebtedness shall be prohibited from opposing or objecting pursuant to the provisions of an Intercreditor Agreement, provided that the Administrative Agent shall have received evidence reasonably satisfactory to it that such limit, and the terms thereof, is in an amount that is within the range of limits that would be customary at the time for an intercreditor agreement in respect of Second Lien Indebtedness of such type, and (ii) to enter into such amendments, supplements or other modifications to any Intercreditor Agreement in connection with any extension, renewal, refinancing or replacement of any Loans or any Second Lien Indebtedness as are reasonably acceptable to the Administrative Agent to give effect thereto, in each case on behalf of such Lender or such Issuing Bank and without any further consent, authorization or other action by such Lender or such Issuing Bank. The Administrative Agent and the Collateral Agent shall have the benefit of the provisions of this Section 9 with respect to all actions taken by it pursuant to this Section 9.10 or in accordance with the terms of any Intercreditor Agreement to the full extent thereof.

SECTION 10. MISCELLANEOUS

10.1. Notices. (a) Notices Generally. Any notice or other communication hereunder given to any Credit Party, the Administrative Agent, the Collateral Agent, any Lender or any Issuing Bank shall be given to such Person at its address as set forth on Schedule 10.1 or, in the case of any Lender or Issuing Bank, at such address as shall have been provided by such Lender or Issuing Bank to the Administrative Agent in writing. Except in the case of notices and other communications expressly permitted to be given by telephone and as otherwise provided in Section 10.1(b), each notice or other communication hereunder shall be in writing and shall be delivered by hand or sent by facsimile (except for any notices or other communication given to the Administrative Agent or the Collateral Agent), courier service or certified or registered United States mail and shall be deemed to have been given when delivered in person or by courier service and signed for against receipt thereof, when sent by facsimile as shown on the transmission report therefor (except that, if not sent during normal business hours for the recipient, shall be deemed to have been received at the opening of business on the next Business Day for the recipient) or upon receipt if sent by United States mail; provided that no notice or other communication given to the Administrative Agent shall be effective until received by it; and provided further that any such notice or other communication shall, at the request of the Administrative Agent, be provided to any sub-agent thereof appointed pursuant to Section 9.3(c) from time to time. Any party hereto may change its address (including fax or telephone number) for notices and other communications hereunder by notice to each of the Administrative Agent and the Borrower.

(b) **Electronic Communications**.

(i) Notices and other communications to any Agent, any Lender and any Issuing Bank hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites, including the Platform) pursuant to procedures approved by the Administrative Agent; provided that the foregoing shall not apply to notices to any Lender or any Issuing Bank pursuant to Section 2 if such Lender or such Issuing Bank has notified the Administrative Agent that it is incapable of receiving

notices under such Section by electronic communication. The Administrative Agent and the Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications or rescinded by such Person by notice to each other such Person. Except as set forth in the last paragraph of Section 5.1, unless the Administrative Agent otherwise prescribes, (A) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement); provided that if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next Business Day for the recipient; and (B) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (A) of notification that such notice or communication is available and identifying the website address therefor.

(ii) Each Credit Party understands that the distribution of materials through an electronic medium is not necessarily secure and that there are confidentiality and other risks associated with such distribution, and agrees and assumes the risks associated with such electronic distribution, except to the extent caused by the willful misconduct or gross negligence of the Administrative Agent, as determined by a final, non-appealable judgment of a court of competent jurisdiction.

(iii) The Platform and any Approved Electronic Communications are provided "as is" and "as available". None of the Agents or any of their Related Parties warrants as to the accuracy, adequacy or completeness of the Approved Electronic Communications or the Platform, and each of the Agents and their Related Parties expressly disclaims liability for errors or omissions in the Platform and the Approved Electronic Communications. No warranty of any kind, express, implied or statutory, including any warranty of merchantability, fitness for a particular purpose, non-infringement of third party rights or freedom from viruses or other code defects, is made by any Agent or any of its Related Parties in connection with the Platform or the Approved Electronic Communications.

(iv) Each Credit Party, each Lender and each Issuing Bank agrees that the Administrative Agent may, but shall not be obligated to, store any Approved Electronic Communications on the Platform in accordance with the Administrative Agent's customary document retention procedures and policies.

(v) Any notice of Default or Event of Default may be provided by telephone if confirmed promptly thereafter by delivery of written notice thereof.

(c) Private Side Information Contacts. Each Public Lender agrees to cause at least one individual at or on behalf of such Public Lender to at all times have selected the "Private Side Information" or similar designation on the content declaration screen of the

Platform in order to enable such Public Lender or its delegate, in accordance with such Public Lender's compliance procedures and applicable law, including United States federal and state securities laws, to make reference to information that is not made available through the "Public Side Information" portion of the Platform and that may contain Non-Public Information with respect to Holdings, the Subsidiaries or their Securities for purposes of United States federal or state securities laws. In the event that any Public Lender has determined for itself to not access any information disclosed through the Platform or otherwise, such Public Lender acknowledges that (i) other Lenders may have availed themselves of such information and (ii) neither any Credit Party nor any Agent has any responsibility for such Public Lender's decision to limit the scope of the information it has obtained in connection with this Agreement and the other Credit Documents.

10.2. Expenses. Whether or not the transactions contemplated hereby shall be consummated, the Borrower agrees to pay promptly (a) the reasonable out-of-pocket costs and expenses (including the reasonable fees, expenses and other charges of counsel) incurred by any Agent, the Arrangers or any of their respective Affiliates in connection with the structuring, arrangement and syndication of the credit facilities provided for herein and any credit or similar facility refinancing or replacing, in whole or in part, the credit facilities provided herein, including the preparation, execution, delivery and administration of this Agreement, the other Credit Documents or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated) or any other document or matter requested by the Borrower (provided that, so long as no Default or Event of Default shall have occurred and be continuing, the Administrative Agent shall be entitled to reimbursement of fees, expenses and other charges of only one primary counsel and, if reasonably required by the Administrative Agent, any local or specialist counsel), (b) the reasonable costs and expenses of creating, perfecting, recording, maintaining and preserving Liens in favor of the Collateral Agent, for the benefit of Secured Parties, including filing and recording fees, expenses and taxes, stamp or documentary taxes, search fees, title insurance premiums and reasonable fees, expenses and other charges of counsel to the Collateral Agent and of counsel providing any opinions that the Administrative Agent or the Collateral Agent may reasonably request in respect of the Collateral or the Liens created pursuant to the Collateral Documents, (c) the reasonable fees, expenses and other charges of any auditors, accountants, consultants (including independent engineers) or appraisers employed or retained by the Administrative Agent or the Collateral Agent in connection with its performance of duties or obligations, or exercise of rights or remedies, under the Credit Documents, (d) the reasonable costs and expenses in connection with the custody or preservation of any of the Collateral, and (e) after the occurrence and during the continuance of an Event of Default, all out-of-pocket costs and expenses, including reasonable fees, expenses and other charges of counsel and costs of settlement, incurred by any Agent, Arranger, Lender or Issuing Bank in enforcing any Obligations of or in collecting any payments due from any Credit Party hereunder or under the other Credit Documents by reason of such Event of Default (including in connection with the sale, lease or license of, collection from, or other realization upon any of the Collateral or the enforcement of any Obligations Guarantee) or in connection with any refinancing or restructuring of the credit arrangements provided hereunder in the nature of a "work-out" or pursuant to any insolvency or bankruptcy cases or proceedings (provided that, the Agents, the Arrangers, the Lenders and the Issuing Banks shall be entitled to reimbursement of fees, expenses, and other charges of only one primary counsel for each such group and, if reasonably

requested by the Agents, the Arrangers, the Lenders or the Issuing Banks, as the case may be, any local or specialist counsel for such group (and, solely in the case of any actual or potential conflict of interest as determined by the affected Person, one additional counsel for such Person). All amounts due under this Section 10.2 shall be payable promptly after written demand therefor.

10.3. Indemnity. (a) In addition to the payment of expenses pursuant to Section 10.2, whether or not the transactions contemplated hereby shall be consummated, each Credit Party agrees to defend (subject to the applicable Indemnitee's selection of counsel), indemnify, pay and hold harmless, each Agent (and each sub-agent thereof), Arranger, Lender and Issuing Bank and each of their respective Related Parties (each, an "**Indemnitee**"), from and against any and all Indemnified Liabilities. **THE FOREGOING INDEMNIFICATION SHALL APPLY WHETHER OR NOT SUCH INDEMNIFIED LIABILITIES ARE IN ANY WAY OR TO ANY EXTENT OWED, IN WHOLE OR IN PART, UNDER ANY CLAIM OR THEORY OF STRICT LIABILITY, OR ARE CAUSED, IN WHOLE OR IN PART, BY ANY NEGLIGENT ACT OR OMISSION OF ANY KIND BY ANY INDEMNITEE**; provided that no Credit Party shall have any obligation to any Indemnitee hereunder with respect to any Indemnified Liabilities to the extent such Indemnified Liabilities (i) arise out of the gross negligence or willful misconduct of such Indemnitee, in each case, as determined by a final, non-appealable judgment of a court of competent jurisdiction, (ii) arise out of any investigation, litigation, claim or proceeding that does not involve any act or omission of Holdings or any of its Affiliates and that is brought by an Indemnitee against any other Indemnitee (other than any such investigation, litigation, claim or proceeding against any Agent, any Arranger or any Issuing Bank in its capacity as such) or (iii) arise with respect to Taxes, other than Taxes that represent losses or damages from any non-Tax claim. To the extent that the undertakings to defend, indemnify, pay and hold harmless set forth in this Section 10.3 may be unenforceable in whole or in part because they are violative of any law or public policy, the applicable Credit Party shall contribute the maximum portion that it is permitted to pay and satisfy under applicable law to the payment and satisfaction of all Indemnified Liabilities incurred by Indemnitees or any of them.

(b) To the extent permitted by applicable law, no Credit Party shall assert, and each Credit Party hereby waives, any claim against any Agent, Arranger, Lender or Issuing Bank or any Related Party of any of the foregoing on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) (whether or not the claim therefor is based on contract, tort or duty imposed by any applicable legal requirement) arising out of, in connection with, as a result of, or in any way related to, this Agreement or any other Credit Document or any agreement or instrument contemplated hereby or thereby or referred to herein or therein, the transactions contemplated hereby or thereby, any Loan or the use of the proceeds thereof or any act or omission or event occurring in connection therewith, and each Credit Party hereby waives, releases and agrees not to sue upon any such claim or any such damages, whether or not accrued and whether or not known or suspected to exist in its favor.

(c) Each Credit Party agrees that no Agent, Arranger, Lender or Issuing Bank or any Related Party of any of the foregoing will have any liability to any Credit Party or any Person asserting claims on behalf of or in right of any Credit Party or any other Person in connection with or as a result of this Agreement or any other Credit Document or any agreement

or instrument contemplated hereby or thereby or referred to herein or therein, the transactions contemplated hereby or thereby, any Loan or the use of the proceeds thereof or any act or omission or event occurring in connection therewith, in each case, except, subject to Section 10.3(b), in the case of any Credit Party to the extent that any losses, claims, damages, liabilities or expenses incurred by such Credit Party or its affiliates, shareholders, partners or other equity holders have been found by a final, non-appealable judgment of a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of such Agent, Arranger, Lender or Issuing Bank in performing its obligations under this Agreement or any Credit Document or any agreement or instrument contemplated hereby or thereby or referred to herein or therein.

10.4. Set-Off. In addition to any rights now or hereafter granted under applicable law and not by way of limitation of any such rights, upon the occurrence and during the continuance of any Event of Default each Lender and each Issuing Bank is hereby authorized by each Credit Party at any time or from time to time, without notice to any Credit Party, any such notice being hereby expressly waived, to set off and to appropriate and to apply any and all deposits (general or special, including Indebtedness evidenced by certificates of deposit, whether matured or unmatured, but not including trust accounts) and any other Indebtedness at any time held or owing by such Lender or such Issuing Bank to or for the credit or the account of any Credit Party against and on account of the obligations and liabilities of any Credit Party to such Lender or such Issuing Bank hereunder and under the other Credit Documents, including all claims of any nature or description arising out of or connected hereto or thereto, irrespective of whether or not (a) such Lender or such Issuing Bank shall have made any demand hereunder or (b) the principal of or the interest on the Loans or any amounts in respect of the Letters of Credit or any other amounts due hereunder shall have become due and payable pursuant to Section 2 and although such obligations and liabilities, or any of them, may be contingent or unmatured; provided that in the event that any Defaulting Lender shall exercise any such right of setoff, (i) all amounts so set off hereunder shall be paid over immediately to the Administrative Agent for further application in accordance with the provisions of Section 2.21 and, pending such payment, shall be segregated by such Defaulting Lender from its other funds and deemed held in trust for the benefit of the Administrative Agent, the Issuing Banks, and the Revolving Lenders, and (ii) the Defaulting Lender shall provide promptly to the Administrative Agent a statement describing in reasonable detail the Obligations owing to such Defaulting Lender as to which it exercised such right of setoff. Each Lender and Issuing Bank agrees to notify the Administrative Agent promptly after any such setoff and application; provided that the failure to give such notice shall not affect the validity of such setoff and application.

10.5. Amendments and Waivers. (a) Requisite Lenders' Consent. Except as provided in Sections 2.23 and 2.24 or in any Collateral Document or any Intercreditor Agreement, none of this Agreement, any other Credit Document or any provision hereof or thereof may be waived, amended or modified, and no consent to any departure by any Credit Party therefrom may be made, except, subject to the additional requirements of Sections 10.5(b) and 10.5(c) and as otherwise provided in Section 10.5(d), in the case of this Agreement, pursuant to an agreement or agreements in writing entered into by Holdings, the Borrower and the Requisite Lenders and, in the case of any other Credit Document, pursuant to an agreement or agreements in writing entered into by the Administrative Agent or the Collateral Agent, as applicable, and the Credit Party or Credit Parties that are parties thereto, in each case with the

consent of the Requisite Lenders; provided that any provision of this Agreement or any other Credit Document may be amended by an agreement in writing entered into by Holdings, the Borrower and the Administrative Agent to cure any ambiguity, omission, defect or inconsistency so long as, in each case, the Lenders shall have received at least five Business Days' prior written notice thereof and the Administrative Agent shall not have received, within five Business Days of the date of such notice to the Lenders, a written notice from the Requisite Lenders stating that the Requisite Lenders object to such amendment.

(b) Affected Lenders' Consent. Without the written consent of each Lender that would be directly affected thereby, no waiver, amendment or other modification of this Agreement or any other Credit Document, or any consent to any departure by any Credit Party therefrom, shall be effective if the effect thereof would be to:

(i) increase any Commitment or postpone the scheduled expiration date of any Commitment (it being understood that no waiver, amendment or other modification of any condition precedent, covenant, Default or Event of Default shall constitute an increase in any Commitment of any Lender);

(ii) extend the scheduled final maturity date of any Loan;

(iii) subject to Section 10.8, extend the scheduled expiration date of any Letter of Credit beyond the Revolving Commitment Termination Date;

(iv) waive, reduce or postpone any scheduled amortization payment (but not any voluntary or mandatory prepayment) of any Loan or any reimbursement obligation in respect of any Letter of Credit;

(v) reduce the rate of interest on any Loan (other than any waiver of any increase in the interest rate applicable to any Loan pursuant to Section 2.9 or any change in the definition, or in any components thereof, of the term "Leverage Ratio") or any fee or any premium payable hereunder, or waive or postpone the time for payment of any such interest or fees or premiums;

(vi) reduce the principal amount of any Loan or any reimbursement obligation in respect of any Letter of Credit;

(vii) waive, amend or otherwise modify any provision of this Section 10.5(b), Section 10.5(c) or any other provision of this Agreement or any other Credit Document that expressly provides that the consent of all Lenders (or of all Lenders of any Class) is required to waive, amend or otherwise modify any rights thereunder or to make any determination or grant any consent thereunder (including such provision set forth in Section 10.6(a));

(viii) amend the definition of the term "Requisite Lenders" or the term "Pro Rata Share"; provided that with the consent of the Requisite Lenders, additional extensions of credit pursuant hereto may be included in the determination of "Requisite Lenders" or "Pro Rata Share" on substantially the same basis as the Term Loan Commitments, the

Term Loans, the Revolving Commitments and the Revolving Loans are included on the Closing Date; or

(ix) release all or substantially all of the Collateral from the Liens of the Collateral Documents, or all or substantially all of the Guarantors from the Obligations Guarantee (or limit liability of all or substantially all of the Guarantors in respect of the Obligations Guarantee), in each case (A) except as expressly provided in the Credit Documents (it being understood that (1) an amendment or other modification of the type of obligations secured by the Collateral Documents or Guaranteed hereunder or thereunder shall not be deemed to be a release of the Collateral from the Liens of the Collateral Documents or a release or limitation of the Obligations Guarantee (provided that the Obligations shall continue to be secured by the Collateral Documents and Guaranteed hereunder or thereunder with the same relative priority as on the Closing Date) and (2) an amendment or other modification of Section 6.8 shall only require the consent of the Requisite Lenders) and (B) except in connection with a "credit bid" undertaken by the Collateral Agent at the direction of the Requisite Lenders pursuant to Section 363(k), Section 1129(b)(2) or any other provision of the Bankruptcy Code or any sale or disposition of assets in connection with any enforcement action with respect to the Collateral permitted hereunder (in which case only the consent of the Requisite Lenders shall be needed for such release);

provided that, for the avoidance of doubt, all Lenders shall be deemed directly affected thereby with respect to any waiver, amendment or other modification, or any consent, described in clauses (vii), (viii) and (ix).

(c) Other Consents. No waiver, amendment or other modification of this Agreement or any other Credit Document, or any consent to any departure by any Credit Party therefrom, shall:

(i) amend or otherwise modify Section 2.14 or any other provisions of any Credit Document in a manner that by its terms adversely affects the rights in respect of payments due to Lenders holding Loans of any Class differently than those holding Loans of any other Class, without the consent of Lenders representing a majority in interest of each affected Class (it being understood that the Requisite Lenders may waive, in whole or in part, any prepayment of Loans hereunder so long as the application, as between Classes, of any portion of such prepayment that is still required to be made is not altered);

(ii) amend, modify, extend or otherwise affect the rights or obligations of any Agent or any Issuing Bank without the prior written consent of such Agent or such Issuing Bank, as the case may be;

(iii) waive, amend or otherwise modify any obligation of Lenders relating to the purchase of participations in Letters of Credit as provided in Section 2.3(e), without the written consent of the Administrative Agent and each Issuing Bank; or

(iv) amend or otherwise modify this Agreement or the Pledge and Security Agreement so as to alter the ratable treatment of Obligations arising under the Credit Documents, on the one hand, and the Specified Hedge Obligations and the Specified Cash Management Obligations, on the other, or amend or otherwise modify the definition of the term "Obligations", "Specified Hedge Obligations", "Specified Cash Management Obligations" or "Secured Parties" (or any comparable term used in any Collateral Document), in each case in a manner adverse to any Secured Party holding Specified Hedge Obligations or Specified Cash Management Obilgations then outstanding without the written consent of such Secured Party (it being understood that an amendment or other modification of the type of obligations secured by the Collateral Documents or Guaranteed hereunder or thereunder, so long as such amendment or other modification by its express terms does not alter the Specified Hedge Obligations and the Specified Cash Management Obligations being so secured or Guaranteed, shall not be deemed to be adverse to any Secured Party holding Specified Hedge Obligations or Specified Cash Management Obligations).

(d) Class Amendments. Notwithstanding anything to the contrary in Section 10.5(a), any waiver, amendment or modification of this Agreement or any other Credit Document, or any consent to any departure by any Credit Party therefrom, that by its terms affects the rights or duties under this Agreement of the Lenders of a particular Class (but not the Lenders of any other Class), may be effected by an agreement or agreements in writing entered into by Holdings, the Borrower and the requisite number or percentage in interest of the affected Class of Lenders that would be required to consent thereto under this Section 10.5 if such Class of Lenders were the only Class of Lenders hereunder at the time.

(e) Requisite Execution of Amendments, Etc. The Administrative Agent may, but shall have no obligation to, with the concurrence of any Lender, execute waivers, amendments, modifications, waivers or consents on behalf of such Lender. Any waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given. No notice to or demand on any Credit Party in any case shall entitle any Credit Party to any other or further notice or demand in similar or other circumstances. Any amendment, modification, waiver or consent effected in accordance with this Section 10.5 shall be binding upon each Person that is at the time thereof a Lender and each Person that subsequently becomes a Lender.

(f) Limitation on Voting Rights of Affiliated Lenders.

(i) Notwithstanding anything to the contrary set forth herein, no Affiliated Lender shall have any right to (and no Affiliated Lender shall) (A) consent to any waiver, amendment, modification, consent or other such action with respect to any of the terms of this Agreement or any other Credit Document, (B) require any Agent or any Lender to undertake any action (or refrain from taking any action) with respect to this Agreement or any other Credit Document, (C) otherwise vote on any matter relating to this Agreement or any other Credit Document, (D) attend any meeting (whether in person, by telephone or other means) with any Agent or any Lender, except any portion thereof attended (at the invitation of the Administrative Agent) by representatives of the Borrower, or receive any information or material (in whatever form) prepared by or on behalf of, or otherwise

provided by, any Agent or any Lender, other than any such information or material that has been made available by the Administrative Agent to the Borrower, (E) have access to the Platform or (F) make or bring any claim, in its capacity as a Lender, against any Agent or any Lender with respect to the duties and obligations of such Persons under the Credit Documents, provided that (1) any waiver, amendment or other modification of this Agreement or any other Credit Agreement, or any consent to any departure by an Credit Party therefrom, of the type referred to in Section 10.5(b) that directly affects any Affiliated Lender shall require the prior written consent of such Affiliated Lender and (2) without the prior written consent of such Affiliated Lender, no waiver, amendment or other modification of this Agreement or any other Credit Agreement, and no consent to any departure by an Credit Party therefrom, shall (x) deprive any Affiliated Lender, in its capacity as Lender, of its share of any payments that Lenders of the same Class are entitled to share on a pro rata basis hereunder or (y) affect any Affiliated Lender, in its capacity as Lender, in a manner that is materially disproportionate to the effect of such waiver, amendment, modification or consent on the other Lenders of the same Class.

(ii) If a proceeding under the Bankruptcy Code or any other federal, state or foreign bankruptcy, insolvency, receivership or similar law shall be commenced by or against the Borrower or any Guarantor prior to the time when the Obligations have been paid in full, then each Affiliated Lender (A) shall promptly give notice to the Administrative Agent of any solicitation of such Affiliated Lender for a vote, or of such Affiliated Lender's receipt of a ballot to vote, in or in connection with such proceeding and (B) irrevocably authorizes and empowers the Administrative Agent to vote on behalf of such Affiliated Lender with respect to the Obligations in any manner in the Administrative Agent's sole discretion, unless the Administrative Agent instructs such Affiliated Lender to vote, in which case such Affiliated Lender shall vote with respect to the Obligations as the Administrative Agent directs; provided that the Administrative Agent shall so vote with respect to the Obligations as directed by the Requisite Lenders; provided further that no such vote with respect to the Obligations held by such Affiliated Lender shall treat such Obligations in a manner less favorable than the proposed treatment of the same class or type of the Obligations held by Lenders that are not Affiliated Lenders. To give effect to the foregoing right of the Administrative Agent to vote on behalf of any Affiliated Lender with respect to the Obligations, each Affiliated Lender hereby constitutes and appoints the Administrative Agent and any officer or agent of the Administrative Agent, with full power of substitution, as such Affiliated Lender's true and lawful attorney-in-fact with full power and authority in the place of such Affiliated Lender and in the name of such Affiliated Lender or in its own name, to take any and all appropriate action and to execute any and all documents and instruments as, in the opinion of such attorney, may be necessary or desirable to accomplish the purposes hereof, which appointment as attorney is irrevocable and coupled with an interest; provided that the Administrative Agent shall not exercise the foregoing rights in such capacity until the commencement by or against the Borrower or any Guarantor of a proceeding under the Bankruptcy Code or any other federal, state or foreign bankruptcy, insolvency, receivership or similar law. Each Affiliated Lender agrees to execute any and all further documents and instruments, and take all such further actions, as the Administrative Agent may reasonably request to effectuate the provisions of this Section 10.5(f)(ii).

10.6. Successors and Assigns; Participations. (a) Generally. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby. No Credit Party's rights or obligations hereunder, nor any interest therein, may be assigned or delegated by any Credit Party (except, in the case of any Guarantor Subsidiary, any assignment or delegation by operation of law as a result of any merger or consolidation of such Guarantor Subsidiary permitted by Section 6.8) without the prior written consent of the Administrative Agent and each Lender, and any attempted assignment or delegation without such consent shall be null and void. Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, the participants referred to in Section 10.6(g) (to the extent provided in clause (iii) of such Section) and, to the extent expressly contemplated hereby, Affiliates of any Agent or any Lender and the other Indemnitees) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) Register. The Borrower, the Administrative Agent, the Collateral Agent, the Lenders and the Issuing Banks shall deem and treat the Persons recorded as Lenders in the Register as the holders and owners of the corresponding Commitments and Loans recorded therein for all purposes hereof. No assignment or transfer of any such Commitment or Loan shall be effective unless and until recorded in the Register, and following such recording, unless otherwise determined by the Administrative Agent (such determination to be made in the sole discretion of the Administrative Agent, which determination may be conditioned on the consent of the assigning Lender and the assignee), shall be effective notwithstanding any defect in the Assignment Agreement relating thereto. Each assignment and transfer shall be recorded in the Register following receipt by the Administrative Agent of the fully executed Assignment Agreement, together with the required forms and certificates regarding tax matters and any fees payable in connection therewith, in each case as provided in Section 10.6(d); provided that the Administrative Agent shall not be required to accept such Assignment Agreement or so record the information contained therein if the Administrative Agent reasonably believes that such Assignment Agreement lacks any written consent required by this Section 10.6 or is otherwise not in proper form, it being acknowledged that the Administrative Agent shall have no duty or obligation (and shall incur no liability) with respect to obtaining (or confirming the receipt) of any such written consent or with respect to the form of (or any defect in) such Assignment Agreement, any such duty and obligation being solely with the assigning Lender and the assignee. Each assigning Lender and the assignee, by its execution and delivery of an Assignment Agreement, shall be deemed to have represented to the Administrative Agent that all written consents required by this Section 10.6 with respect thereto (other than the consent of the Administrative Agent) have been obtained and that such Assignment Agreement is otherwise duly completed and in proper form. The date of such recordation of an assignment and transfer is referred to herein as the "**Assignment Effective Date**" with respect thereto. Any request, authority or consent of any Person that, at the time of making such request or giving such authority or consent, is recorded in the Register as a Lender shall be conclusive and binding on any subsequent holder, assignee or transferee of the corresponding Commitments or Loans.

(c) Right to Assign. Each Lender shall have the right at any time to sell, assign or transfer all or a portion of its rights and obligations under this Agreement, including all or a portion of its Commitment or Loans owing to it or other Obligations to:

(i) any Eligible Assignee of the type referred to in clause (a) of the definition of the term "Eligible Assignee" upon (A) the giving of notice to the Borrower and the Administrative Agent and (B) receipt of prior written consent (such consent not to be unreasonably withheld or delayed) of the Borrower, provided that the consent of the Borrower to any assignment (1) shall not be required if an Event of Default pursuant to Section 8.1(a), 8.l(f) or 8.1(g) shall have occurred and is continuing and (2) shall be deemed to have been granted unless the Borrower shall have objected thereto by written notice to the Administrative Agent within five Business Days after having received notice thereof; provided further that, in the case of any assignment of a Revolving Commitment or a Revolving Loan, such Eligible Assignee is a Revolving Lender or an Affiliate of a Revolving Lender;

(ii) any Eligible Assignee of the type referred to in clause (b) or (c) of the definition of the term "Eligible Assignee" (or, in the case of any assignment of a Revolving Commitment or a Revolving Loan, any Eligible Assignee that does not meet the requirements of clause (i) above), upon (A) the giving of notice to the Borrower, the Administrative Agent and, in the case of assignments of Revolving Commitments or Revolving Loans, each Issuing Bank and (B) receipt of prior written consent (each such consent not to be unreasonably withheld or delayed) of (1) the Borrower, provided that the consent of the Borrower to any assignment (x) shall not be required if an Event of Default under Section 8.1(a), 8.1(f) or 8.1(g) shall have occurred and is continuing and (y) shall be deemed to have been granted unless the Borrower shall have objected thereto by written notice to the Administrative Agent within five Business Days after having received notice thereof, (2) the Administrative Agent and (3) in the case of assignments of Revolving Commitments or Revolving Loans, each Issuing Bank;

provided that:

(A) in the case of any such assignment or transfer (other than to any Eligible Assignee meeting the requirements of clause (i) above), the amount of the Commitment or Loans of the assigning Lender subject thereto shall not be less than (A) $5,000,000 in the case of assignments of any Revolving Commitment or Revolving Loan or (B) $1,000,000 in the case of assignments of any Term Loan Commitment or Term Loan (with concurrent assignments to Eligible Assignees that are Affiliates or Related Funds thereof to be aggregated for purposes of the foregoing minimum assignment amount requirements) or, in each case, such lesser amount as shall be agreed to by the Borrower and the Administrative Agent or as shall constitute the aggregate amount of the Commitments or Loans of the applicable Class of the assigning Lender;

(B) each partial assignment or transfer shall be of a uniform, and not varying, percentage of all rights and obligations of the assigning Lender hereunder; provided that a Lender may assign or transfer all or a portion of its Commitment or of the Loans owing to it of any Class without assigning or transferring any portion of its Commitment or of the Loans owing to it, as the case may be, of any other Class; and

(C) in connection with any assignment of rights and obligations of any Defaulting Lender hereunder, no such assignment shall be effective unless and until, in

addition to the other conditions thereto set forth herein, the parties to the assignment shall make such additional payments to the Administrative Agent in an aggregate amount sufficient, upon distribution thereof as appropriate (which may be outright payment, purchases by the assignee of participations or subparticipations, or other compensating actions, including funding, with the consent of the Borrower and the Administrative Agent, the Pro Rata Share of Revolving Loans previously requested but not funded by the Defaulting Lender, to each of which the applicable assignee and assignor hereby irrevocably consent), to (1) pay and satisfy in full all payment liabilities then owed by such Defaulting Lender to the Administrative Agent, each Issuing Bank and each other Revolving Lender hereunder (and interest accrued thereon), and (2) acquire (and fund as appropriate) its Pro Rata Share of all Revolving Loans and participations in Letters of Credit. Notwithstanding the foregoing, in the event that any assignment of rights and obligations of any Defaulting Lender hereunder shall become effective under applicable law without compliance with the provisions of this paragraph, then the assignee of such interest shall be deemed to be a Defaulting Lender for all purposes of this Agreement until such compliance occurs;

provided further that, notwithstanding the foregoing, (1) no assignment or transfer of any Revolving Commitment or Revolving Loan may be made to any Affiliated Lender and (2) no other assignment or transfer may be made to an Affiliated Lender unless the Affiliated Lender Limitation shall be satisfied after giving effect thereto (it being agreed that, for purposes of determining whether the requirements set forth in this proviso shall have been satisfied, the assigning Lender and the Administrative Agent shall be entitled to rely, and shall not incur any liability for relying, upon the representations and warranties of such Affiliated Lender set forth in Section 10.6(e) and in the applicable Assignment Agreement).

(d) Mechanics. Assignments and transfers of Loans and Commitments by Lenders shall be effected by the execution and delivery to the Administrative Agent of an Assignment Agreement. In connection with all assignments, there shall be delivered to the Administrative Agent such forms, certificates or other evidence, if any, with respect to United States federal income tax withholding matters as the assignee thereunder may be required to deliver pursuant to Section 2.19(c), together with payment to the Administrative Agent of a registration and processing fee of $3,500 (except that no such registration and processing fee shall be payable (i) in connection with an assignment by or to GSLP or any Affiliate thereof or (ii) in the case of an assignee that is already a Lender or is an Affiliate or Related Fund of a Lender or a Person under common management with a Lender).

(e) Representations and Warranties of Assignee. Each Lender, upon execution and delivery hereof (or of any Incremental Facility Agreement) or upon succeeding to an interest in the Commitments and Loans, as the case may be, represents and warrants as of the Closing Date (or, in the case of any Incremental Facility Agreement, as of the date of the effectiveness thereof) or as of the applicable Assignment Effective Date, as applicable, that (i) it is an Eligible Assignee, (ii) it has experience and expertise in the making of or investing in commitments or loans such as the applicable Commitments or Loans, as the case may be (or, in the case of any Affiliated Lender, it is otherwise able to bear the risk of investing in the applicable Commitments or Loans), (iii) it will make or invest in, as the case may be, its Commitments or Loans for its

own account in the ordinary course and without a view to distribution of such Commitments or Loans within the meaning of the Securities Act or the Exchange Act or other United States federal securities laws (it being understood that, subject to the provisions of this Section 10.6, the disposition of such Commitments or Loans or any interests therein shall at all times remain within its exclusive control) and (iv) in the case of any Affiliated Lender, (A) it is not in possession of any information regarding any Credit Party, its assets, its ability to perform its Obligations or any other matter that may be material to a decision by any Lender to enter into any Assignment Agreement, or participate in any of the transactions contemplated thereby, that has not previously been (1) disclosed publicly, (2) disclosed to the Administrative Agent and the Lenders or (3) posted on the portion of the Platform that is designated for Lenders that wish to receive material Non-Public Information with respect to Holdings, the Subsidiaries or their Securities, (B) the Affiliated Lender Limitation shall be satisfied as of such Assignment Effective Date after giving effect to any assignment or transfer thereto and (C) it has established procedures reasonably designed to ensure that the Affiliated Lender Limitation shall not be exceeded at any time it is a Lender (and, in the event it becomes aware of any such excess, it shall promptly notify the Administrative Agent thereof and shall, in coordination with the other Lenders that are Affiliated Lenders, promptly take such steps (including assignment and transfer of Commitments and Loans) as shall be required to eliminate such excess).

(f) Effect of Assignment. Subject to the terms and conditions of this Section 10.6, as of the Assignment Effective Date with respect to any assignment and transfer of any Commitment or Loan, (i) the assignee thereunder shall have the rights and obligations of a "Lender" hereunder to the extent of its interest in such Commitment or Loan as reflected in the Register and shall thereafter be a party hereto and a "Lender" for all purposes hereof, (ii) the assigning Lender thereunder shall, to the extent that rights and obligations hereunder have been assigned and transferred to the assignee, relinquish its rights (other than any rights that survive the termination hereof under Section 10.8) and be released from its obligations hereunder (and, in the case of an assignment covering all the remaining rights and obligations of an assigning Lender hereunder, such Lender shall cease to be a party hereto as a "Lender" (but not, if applicable, as an Issuing Bank or in any other capacity hereunder) on such Assignment Effective Date, provided that such assigning Lender shall continue to be entitled to the benefit of all rights that survive the termination hereof under Section 10.8, and provided further, that except to the extent otherwise expressly agreed by the affected parties, no assignment by a Defaulting Lender will constitute a waiver or release of any claim of any party hereunder arising from such Revolving Lender's having been a Defaulting Lender, and (iii) if any such assignment and transfer occurs after the issuance of any Note hereunder, the assigning Lender shall, upon the effectiveness thereof or as promptly thereafter as practicable, surrender its applicable Notes to the Administrative Agent for cancellation, and thereupon the Borrower shall issue and deliver new Notes, if so requested by the assignee and/or assigning Lender, to such assignee and/or to such assigning Lender, with appropriate insertions, to reflect the new Commitments and/or outstanding Loans of the assignee and/or the assigning Lender.

(g) Participations.

(i) Each Lender shall have the right at any time to sell one or more participations to any Eligible Assignee (other than any CVR Energy Entity) in all or any part of its Commitments or Loans or in any other Obligation; provided that (i) such Lender's

obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (iii) the Credit Parties, the Administrative Agent, the Collateral Agent, the Issuing Banks and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Each Lender that sells a participation pursuant to this Section 10.6(g) shall maintain a register on which it records the name and address of each participant to which it has sold a participation and the principal amounts (and stated interest) of each such participant's interest in the Loans or other rights and obligations of such Lender under this Agreement (the "**Participant Register**"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register to any Person (including the identity of any Participant or any information relating to a Participant's interest in any Loans or other rights and obligations under any this Agreement) except to the extent that such disclosure is necessary to establish that such Loan or other right or obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes under this Agreement, notwithstanding any notice to the contrary.

(ii) The holder of any such participation, other than an Affiliate of the Lender granting such participation, shall not be entitled to require such Lender to take or omit to take any action hereunder, except that any participation agreement may provide that the participant's consent must be obtained with respect to the consent of such Lender to any waiver, amendment, modification or consent that is described in Section 10.5(b) that affects such Participant or requires the approval of all the Lenders.

(iii) The Credit Parties agree that each participant shall be entitled to the benefits of Sections 2.17(c), 2.18 and 2.19 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to Section 10.6(c); provided that (A) a participant shall not be entitled to receive any greater payment under Section 2.18 or 2.19 than the applicable Lender would have been entitled to receive with respect to the participation sold to such participant, unless the sale of the participation to such participant is made with the Borrower's prior written consent, and (B) a participant that would be a Non-US Lender if it were a Lender shall not be entitled to the benefits of Section 2.19 unless the Borrower is notified of the participation sold to such participant and such participant agrees, for the benefit of the Borrower, to comply with and be subject to Section 2.19 as though it became a Lender pursuant to an Assignment Agreement; provided further that, except as specifically set forth in clauses (A) and (B) of this sentence, nothing herein shall require any notice to the Borrower or any other Person in connection with the sale of any participation. To the extent permitted by law, each participant also shall be entitled to the benefits of Section 10.4 as though it were a Lender, provided that such participant agrees to be subject to Section 2.16 as though it were a Lender.

(h) Certain Other Assignments and Participations. In addition to any other assignment or participation permitted pursuant to this Section 10.6, any Lender may assign,

pledge and/or grant a security interest in all or any portion of its Loans or the other Obligations owed to such Lender, and its Notes, if any, to secure obligations of such Lender, including to any Federal Reserve Bank as collateral security pursuant to Regulation A of the Board of Governors and any operating circular issued by any Federal Reserve Bank; provided that no Lender, as between the Borrower and such Lender, shall be relieved of any of its obligations hereunder as a result of any such assignment and pledge; and provided further that in no event shall the applicable Federal Reserve Bank, pledgee or trustee be considered to be a "Lender" or be entitled to require the assigning Lender to take or omit to take any action hereunder.

10.7. Independence of Covenants. All covenants hereunder shall be given independent effect so that if a particular action or condition is not permitted by any of such covenants, the fact that it would be permitted by an exception to, or would otherwise be within the limitations of, another covenant shall not avoid the occurrence of a Default or an Event of Default if such action is taken or condition exists.

10.8. Survival of Representations, Warranties and Agreements. All covenants, agreements, representations and warranties made by the Credit Parties in the Credit Documents and in the certificates or other documents delivered in connection with or pursuant to this Agreement or any other Credit Document shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of the Credit Documents and the making of any Loans and issuance of any Letters of Credit, regardless of any investigation made by any such other party or on its behalf and notwithstanding that any Agent, Arranger, Lender or Issuing Bank may have had notice or knowledge of any Default or Event of Default or incorrect representation or warranty at the time any Credit Document is executed and delivered or any credit is extended hereunder, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or any fee or any other amount payable under this Agreement is outstanding and unpaid or any Letter of Credit is outstanding and so long as the Commitments have not expired or terminated. Notwithstanding the foregoing or anything else to the contrary set forth in this Agreement or any other Credit Document, in the event that, in connection with the refinancing or repayment in full of the credit facilities provided for herein, any Issuing Bank shall have provided to the Administrative Agent a written consent to the release of the Revolving Lenders from their obligations hereunder with respect to any Letter of Credit issued by such Issuing Bank (whether as a result of the obligations of the Borrower (and any other account party) in respect of such Letter of Credit having been collateralized in full by a deposit of cash with such Issuing Bank, or being supported by a letter of credit that names such Issuing Bank as the beneficiary thereunder, or otherwise), then from and after such time such Letter of Credit shall cease to be a "Letter of Credit" outstanding hereunder for all purposes of this Agreement and the other Credit Documents, and the Revolving Lenders shall be deemed to have no participations in such Letter of Credit, and no obligations with respect thereto, under Section 2.3(e). The provisions of Sections 2.17(c), 2.18, 2.19, 9, 10.2, 10.3, 10.4 and 10.24 shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the repayment of the Loans or the termination of this Agreement or any provision hereof.

10.9. No Waiver; Remedies Cumulative. No failure or delay on the part of any Agent, Arranger, Lender or Issuing Bank in the exercise of any power, right or privilege hereunder or under any other Credit Document shall impair such power, right or privilege or be

construed to be a waiver thereof or of any Default or Event of Default or acquiescence therein, nor shall any single or partial exercise of any such power, right or privilege, or any abandonment or discontinuance of steps to enforce such power, right or privilege, preclude any other or further exercise thereof or the exercise of any other power, right or privilege. The powers, rights, privileges and remedies of the Agents, the Arrangers, the Lenders and the Issuing Banks hereunder and under the other Credit Documents are cumulative and shall be in addition to and independent of all powers, rights, privileges and remedies they would otherwise have. Without limiting the generality of the foregoing, the execution and delivery of this Agreement or the making of any Loan hereunder shall not be construed as a waiver of any Default or Event of Default, regardless of whether any Agent, Arranger, Lender or Issuing Bank may have had notice or knowledge of such Default or Event of Default at the time.

10.10. Marshalling; Payments Set Aside. None of the Agents, the Arrangers, the Lenders or the Issuing Banks shall be under any obligation to marshal any assets in favor of any Credit Party or any other Person or against or in payment of any or all of the Obligations. To the extent that any Credit Party makes a payment or payments to any Agent, Arranger, Lender or Issuing Bank (or to the Administrative Agent or the Collateral Agent, on behalf of any Agent, Lender or Issuing Bank), or any Agent, Arranger, Lender or Issuing Bank enforces any security interests or exercises any right of setoff, and such payment or payments or the proceeds of such enforcement or setoff or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to a trustee, receiver or any other party under any bankruptcy law, any other state or federal law, common law or any equitable cause, then, to the extent of such recovery, the obligation or part thereof originally intended to be satisfied, and all Liens, rights and remedies therefor or related thereto, shall be revived and continued in full force and effect as if such payment or payments had not been made or such enforcement or setoff had not occurred.

10.11. Severability. In case any provision in or obligation hereunder or under any other Credit Document shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

10.12. Obligations Several; Independent Nature of Lenders' Rights. The obligations of the Lenders hereunder are several and no Lender shall be responsible for the obligations or Commitment of any other Lender hereunder. Nothing contained herein or in any other Credit Document, and no action taken by the Lenders pursuant hereto or thereto, shall be deemed to constitute the Lenders as a partnership, an association, a joint venture or any other kind of entity. The amounts payable at any time hereunder to each Lender shall be a separate and independent debt, and each Lender shall be entitled to protect and enforce its rights arising hereunder and it shall not be necessary for any other Lender to be joined as an additional party in any proceeding for such purpose.

10.13. Headings. Section headings herein are included herein for convenience of reference only and shall not constitute a part hereof for any other purpose or be given any substantive effect.

10.14. APPLICABLE LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THEREOF, EXCEPT FOR NEW YORK GENERAL OBLIGATIONS LAW SECTIONS 5-1401 AND 5-1402.

10.15. CONSENT TO JURISDICTION. SUBJECT TO CLAUSE (E) BELOW, ALL JUDICIAL PROCEEDINGS BROUGHT AGAINST ANY PARTY HERETO ARISING OUT OF OR RELATING HERETO OR ANY OTHER CREDIT DOCUMENT, OR ANY OF THE OBLIGATIONS, SHALL BE BROUGHT IN ANY FEDERAL COURT OF THE UNITED STATES OF AMERICA SITTING IN THE BOROUGH OF MANHATTAN OR, IF THAT COURT DOES NOT HAVE SUBJECT MATTER JURISDICTION, IN ANY STATE COURT LOCATED IN THE CITY AND COUNTY OF NEW YORK. BY EXECUTING AND DELIVERING THIS AGREEMENT, EACH PARTY HERETO, FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, IRREVOCABLY (A) ACCEPTS GENERALLY AND UNCONDITIONALLY THE EXCLUSIVE JURISDICTION AND VENUE OF SUCH COURTS (OTHER THAN WITH RESPECT TO ACTIONS BY THE ADMINISTRATIVE AGENT OR THE COLLATERAL AGENT IN RESPECT OF ANY RIGHTS UNDER ANY COLLATERAL DOCUMENT GOVERNED BY LAWS OTHER THAN THE LAWS OF THE STATE OF NEW YORK OR WITH RESPECT TO ANY COLLATERAL SUBJECT THERETO); (B) WAIVES ANY DEFENSE OF FORUM NON CONVENIENS; (C) AGREES THAT SERVICE OF ALL PROCESS IN ANY SUCH PROCEEDING IN ANY SUCH COURT MAY BE MADE BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO THE APPLICABLE CREDIT PARTY AT ITS ADDRESS PROVIDED IN ACCORDANCE WITH SECTION 10.1; (D) AGREES THAT SERVICE AS PROVIDED IN CLAUSE (C) ABOVE IS SUFFICIENT TO CONFER PERSONAL JURISDICTION OVER THE APPLICABLE CREDIT PARTY IN ANY SUCH PROCEEDING IN ANY SUCH COURT, AND OTHERWISE CONSTITUTES EFFECTIVE AND BINDING SERVICE IN EVERY RESPECT; AND (E) AGREES THAT THE AGENTS, THE ARRANGERS, THE LENDERS AND THE ISSUING BANKS RETAIN THE RIGHT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO BRING PROCEEDINGS AGAINST ANY CREDIT PARTY IN THE COURTS OF ANY OTHER JURISDICTION IN CONNECTION WITH THE EXERCISE OF ANY RIGHTS UNDER ANY CREDIT DOCUMENT OR THE ENFORCEMENT OF ANY JUDGMENT.

10.16. WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY AGREES TO WAIVE ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING HEREUNDER OR UNDER ANY OF THE OTHER CREDIT DOCUMENTS OR ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THIS LOAN TRANSACTION OR THE LENDER/BORROWER RELATIONSHIP THAT IS BEING ESTABLISHED. THE

SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. EACH PARTY HERETO ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS ALREADY RELIED ON THIS WAIVER IN ENTERING INTO THIS AGREEMENT, AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN ITS RELATED FUTURE DEALINGS. EACH PARTY HERETO FURTHER WARRANTS AND REPRESENTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING (OTHER THAN BY A MUTUAL WRITTEN WAIVER SPECIFICALLY REFERRING TO THIS SECTION 10.16 AND EXECUTED BY EACH OF THE PARTIES HERETO), AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS HERETO OR ANY OF THE OTHER CREDIT DOCUMENTS OR TO ANY OTHER DOCUMENTS OR AGREEMENTS RELATING TO THE LOANS MADE HEREUNDER. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

10.17. Confidentiality. Each Agent and each Lender (which term shall for the purposes of this Section 10.17 include each Issuing Bank) shall hold all Confidential Information (as defined below) obtained by such Agent or such Lender in accordance with such Agent's and such Lender's customary procedures for handling confidential information of such nature, it being understood and agreed by Holdings and the Borrower that, in any event, the Administrative Agent may disclose Confidential Information to the Lenders and the other Agents and that each Agent and each Lender may disclose Confidential Information (a) to Affiliates of such Agent or Lender and to its and their respective Related Parties (and to other Persons authorized by a Lender or Agent to organize, present or disseminate such information in connection with disclosures otherwise made in accordance with this Section 10.17), (b) to any bona fide or potential assignee, transferee or participant in connection with the contemplated assignment, transfer or participation of any Loans or other Obligations or any participations therein or to any direct or indirect contractual counterparties (or the professional advisors thereto) to any swap or derivative transaction relating to the Credit Parties and their obligations (provided that such assignees, transferees, participants, counterparties and advisors are advised of and agree to be bound by either the provisions of this Section 10.17 or other provisions at least as restrictive as this Section 10.17), (c) to any rating agency when required by it, provided that, prior to any disclosure, such rating agency shall undertake in writing to preserve the confidentiality of any Confidential Information relating to the Credit Parties received by it from any Agent or any Lender, (d) in connection with the exercise of any remedies hereunder or under any other Credit Document, (e) to the CUSIP Service Bureau or any similar agency in connection with the issuance and monitoring of CUSIP numbers with respect to the Loans and (f) as required or requested by any Governmental Authority or by the NAIC or any other regulatory authority (including any self-regulatory organization having jurisdiction or claiming

to have jurisdiction over such Agent or such Lender) or pursuant to legal or judicial process; provided that unless specifically prohibited by applicable law or court order, such Agent or such Lender shall make reasonable efforts to notify the Borrower of any request by any Governmental Authority (other than any such request in connection with any examination of the financial condition or other routine examination of such Agent or such Lender by such Governmental Authority) for disclosure of any such Confidential Information prior to disclosure thereof. For purposes of the foregoing, "**Confidential Information**" means, with respect to any Agent or any Lender, any non-public information regarding the business, assets, liabilities and operations of Holdings and the Subsidiaries obtained by such Agent or Lender under the terms of this Agreement and identified as confidential by Holdings or the Borrower. In addition, each Agent and each Lender may disclose the existence of this Agreement and the information about this Agreement to market data collectors, similar services providers to the lending industry, and service providers to the Agents and the Lenders in connection with the administration and management of this Agreement and the other Credit Documents.

10.18. Usury Savings Clause. Notwithstanding any other provision herein, the aggregate interest rate charged with respect to any of the Obligations, including all charges or fees in connection therewith deemed in the nature of interest under applicable law shall not exceed the Highest Lawful Rate. If the rate of interest (determined without regard to the preceding sentence) under this Agreement at any time exceeds the Highest Lawful Rate, the outstanding amount of the Loans made hereunder shall bear interest at the Highest Lawful Rate until the total amount of interest due hereunder equals the amount of interest that would have been due hereunder if the stated rates of interest set forth in this Agreement had at all times been in effect. In addition, if when the Loans made hereunder are repaid in full the total interest due hereunder (taking into account the increase provided for above) is less than the total amount of interest that would have been due hereunder if the stated rates of interest set forth in this Agreement had at all times been in effect, then to the extent permitted by law, the Borrower shall pay to the Administrative Agent an amount equal to the difference between the amount of interest paid and the amount of interest that would have been paid if the Highest Lawful Rate had at all times been in effect. Notwithstanding the foregoing, it is the intention of the Lenders and the Borrower to conform strictly to any applicable usury laws. Accordingly, if any Lender contracts for, charges, or receives any consideration that constitutes interest in excess of the Highest Lawful Rate, then any such excess shall be cancelled automatically and, if previously paid, shall at such Lender's option be applied to the outstanding amount of the Loans made hereunder or be refunded to the Borrower.

10.19. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

10.20. Effectiveness; Entire Agreement. Subject to Section 3, this Agreement shall become effective when it shall have been executed by the Administrative Agent and there shall have been delivered to the Administrative Agent counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement. This Agreement and the other Credit Documents constitute the entire contract among the parties relating to the

subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof (but do not supersede any provisions of any commitment letter, engagement letter or fee letter by or among any Credit Party and any Agent or Arranger or any Affiliate of any of the foregoing that by the terms of such documents are stated to survive the effectiveness of this Agreement, all of which provisions shall remain in full force and effect), and the Agents, the Arrangers and their respective Affiliates shall be released from all liability in connection therewith, including any claim for injury or damages, whether consequential, special, direct, indirect, punitive or otherwise.

10.21. PATRIOT Act. Each Lender and the Administrative Agent (for itself and not on behalf of any Lender) hereby notifies each Credit Party that pursuant to the requirements of the PATRIOT Act it is required to obtain, verify and record information that identifies each Credit Party, which information includes the name and address of each Credit Party and other information that will allow such Lender or the Administrative Agent, as applicable, to identify such Credit Party in accordance with the PATRIOT Act.

10.22. Electronic Execution of Assignments. The words "execution", "signed", "signature" and words of like import in any Assignment Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

10.23. No Fiduciary Duty. Each Agent, each Lender, each Issuing Bank and their respective Affiliates (collectively, solely for purposes of this paragraph, the "**Lenders**") may have economic interests that conflict with those of the Credit Parties, their equityholders and/or their Affiliates. Each Credit Party agrees that nothing in the Credit Documents or otherwise will be deemed to create an advisory, fiduciary or agency relationship or fiduciary or other implied duty between any Lender, on the one hand, and such Credit Party, its equityholders or its Affiliates, on the other. The Credit Parties acknowledge and agree that (a) the transactions contemplated by the Credit Documents (including the exercise of rights and remedies hereunder and thereunder) are arm's-length commercial transactions between the Lenders, on the one hand, and the Credit Parties, on the other, and (b) in connection therewith and with the process leading thereto, (i) no Lender has assumed an advisory or fiduciary responsibility in favor of any Credit Party, its equityholders or its Affiliates with respect to the transactions contemplated hereby (or the exercise of rights or remedies with respect thereto) or the process leading thereto (irrespective of whether any Lender has advised, is currently advising or will advise any Credit Party, its equityholders or its Affiliates on other matters) or any other obligation to any Credit Party except the obligations expressly set forth in the Credit Documents and (ii) each Lender is acting solely as principal and not as the agent or fiduciary of any Credit Party, its management, equityholders, creditors or any other Person. Each Credit Party acknowledges and agrees that it has consulted its own legal and financial advisors to the extent it deemed appropriate and that it is responsible for making its own independent judgment with respect to such transactions and the process leading thereto. Each Credit Party agrees that it will not claim that any Lender has

rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to such Credit Party, in connection with such transaction or the process leading thereto.

10.24. Limitation of Recourse on the General Partner. There shall be full recourse to the Credit Parties and all of their assets and properties for the liabilities of the Credit Parties under this Agreement and the other Credit Documents, but, subject to the provisions of the following sentence, in no event shall the General Partner be personally liable or obligated for such liabilities and obligations of the Credit Parties under the Credit Documents. Nothing in the immediately preceding sentence (a) shall limit or be construed to release the General Partner from liability for its fraudulent actions, willful misconduct or misappropriation of funds, or from any of its obligations or liabilities under any agreement executed by the General Partner in its individual capacity in connection with any Credit Document or limit or impair the exercise of remedies with respect to any Collateral or (b) shall be construed to prevent the Administrative Agent from commencing any action, suit or proceeding with respect to or serving process on the General Partner for the purpose of obtaining jurisdiction over any Credit Party.

[Remainder of page intentionally left blank**]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

COFFEYVILLE RESOURCES NITROGEN FERTILIZERS, LLC,

By: /s/ Edward Morgan
Name: Edward A. Morgan
Title: Chief Financial Officer and Treasurer

CVR PARTNERS, LP,

By: CVR GP, LLC, its general partner

By: /s/ Edward Morgan
Name: Edward A. Morgan
Title: Chief Financial Officer and Treasurer

GOLDMAN SACHS LENDING PARTNERS LLC, as
the Administrative Agent, Collateral
Agent and a Lender,

By: K. Sridharan
Name: Sridharan Kannan
Title: Authorized Signatory

[*Signature Page to Credit Agreement*]

SIGNATURE PAGE TO
CREDIT AND GAURANTY AGREEMENT OF
COFFEYVILLE RESOURCES NITROGEN FERTILIZERS, LLC

Name of Lender:

Barclays Bank PLC

By: /s/ Vanessa A. Kurbatskiy
Name: Vanessa A. Kurbatskiy
Title: Vice President

Name of Lender:

Credit Suisse AG, Cayman Islands Branch

by: /s/ Mikhail Faybusovich
Name: Mikhail Faybusovich
Title: Director

For any Lender requiring a second signature block:

by: /s/ Vipul Dhadda
Name: Vipul Dhadda
Title: Associate

Name of Lender:

Deutsche Bank Trust Company Americas

by: /s/ Scottye Lindsey
Name: Scottye Lindsey
Title: Director

For any Lender requiring a second signature block:

by: /s/ Enrique Landaeta
Name: Enrique Landaeta
Title: Vice President

Name of Lender:

ERSTE GROUP BANK AG

by: /s/ Bryan J. Lynch
Name: Bryan J. Lynch
Title: Executive Director

by: /s/ Patrick W. Kunkel
Name: Patrick W. Kunkel
Title: Director

Name of Lender: **Fifth Third Bank**

by: /s/ Mike Mendenhall
Name: Mike Mendenhall
Title: Vice President

For any Lender requiring a second signature block:

by: _____
Name:
Title:

Name of Lender:

MORGAN STANLEY BANK, N.A.

by: /s/ Sherrese Clarke
Name: Sherrese Clarke
Title: Authorized Signatory

Name of Lender:

The Royal Bank of Scotland plc

by: /s/ Brian D. Williams
Name: Brian D. Williams
Title: Vice President

Name of Lender:

SUNTRUST BANK

by: /s/ C. David Yates
Name: C. David Yates
Title: Managing Director

Exhibit 10.9

TRADEMARK LICENSE AGREEMENT

This Trademark License Agreement (this "Agreement") is entered into and made effective as of the 13th day of April, 2011, by and between CVR Energy, Inc., a corporation organized and existing under the laws of Delaware and having a place of business at 10 East Cambridge Circle Drive, Suite 250, Kansas City, Kansas 66103 (hereinafter "CVR Energy"), and CVR Partners, LP, a limited partnership organized and existing under the laws of Delaware and having a place of business at 10 East Cambridge Circle Drive, Suite 250, Kansas City, Kansas 66103 (hereinafter "CVR Partners").

CVR Energy is the owner of the marks listed on Appendix A (hereinafter the "Marks"). CVR Partners desires to use the Marks on and in connection with its production and sale of fertilizer and byproducts of the fertilizer production process (the "Business and Goods").

In consideration of the foregoing and of the mutual promises hereinafter set forth, the parties agree as follows:

I. GRANT OF LICENSE

CVR Energy grants to CVR Partners a non-exclusive and non-transferable license to use the Marks on and in connection with the Business and Goods, with the right to sublicense subject to the following terms and conditions. Notwithstanding the foregoing, CVR Partners may assign or otherwise transfer the foregoing license with the prior written consent of CVR Energy.

II. USE OF MARKS AND QUALITY CONTROL

CVR Partners agrees to use the Marks only in the form and manner and with appropriate legends as reasonably prescribed from time to time by CVR Energy, and not to use any other names, logos or marks in combination with the Marks without prior approval of CVR Energy; provided, such approval will not be unreasonably withheld, conditioned or delayed.

CVR Partners agrees that the nature and quality of the Business and Goods will conform to standards currently applied by CVR Partners.

CVR Partners will permit reasonable inspection of its operations, and will supply CVR Energy with specimens of use of the Marks upon request.

III. OWNERSHIP OF MARKS

CVR Partners acknowledges that CVR Energy owns all right, title and interest in and to the Marks, agrees that it will do nothing inconsistent with CVR Energy's ownership of the Marks and that all use of the Marks by CVR Partners will inure to the benefit of and be on behalf of CVR Energy. CVR Partners agrees that nothing in this Agreement will give CVR Partners any right, title or interest in the Marks, other than the right to use the Marks in accordance with this Agreement and CVR Partners agrees that it will not attack the title of CVR Energy to the Marks or attack the validity of the license granted hereunder.

IV. RECORD KEEPING

CVR Partners agrees to maintain accurate records and archives evidencing its use of the Marks pursuant to this Agreement, including retaining samples of signage, advertising and other promotional uses of the Marks for each year during the term of the Agreement.

V. INFRINGEMENT PROCEEDINGS

CVR Energy will have the sole right and discretion, but not the obligation, to bring infringement or unfair competition proceedings involving the Marks.

VI. TERM AND TERMINATION

This Agreement will continue in force and effect for the life of the Marks, unless sooner terminated as provided for herein.

The Agreement may be terminated by either party without cause upon giving the other party 60 days' written notice.

CVR Energy may terminate this Agreement immediately (i) in the event of any affirmative act of insolvency by CVR Partners, (ii) upon the appointment of any receiver or trustee to take possession of the properties of the CVR Partners, or (iii) upon the liquidation, dissolution, winding up or sequestration by governmental authority of CVR Partners. In addition, CVR Energy may terminate this Agreement upon breach of any of the provisions hereof by CVR Partners that is not cured or waived within 30 days following receipt by CVR Partners of notice of breach from CVR Energy.

Upon termination of this Agreement, CVR Partners agrees to immediately discontinue all use of the Marks and any term confusingly similar thereto, and to delete the same from its corporate or business name, to cooperate with CVR Energy or its appointed agent to supply to the appropriate authorities to cancel recording of this Agreement from all government records, to destroy all printed materials bearing the Marks, and that all rights in the Marks and the goodwill connected therewith will remain the property of CVR Energy.

VII. INTERPRETATION OF AGREEMENT

This Agreement will be interpreted according to the laws of the State of Kansas, United States of America.

[signature page follows]

The parties hereto have caused this Agreement to be executed as of the date first written above.

CVR Energy, Inc.

By: /s/ John J. Lipinski
Name: John J. Lipinski
Title: Chief Executive Officer and President

CVR Partners, LP
by: CVR GP, LLC, its general partner

By: /s/ Edward Morgan
Name: Edward A. Morgan
Title: Chief Financial Officer and Treasurer

APPENDIX A

1. COFFEYVILLE RESOURCES (word mark)

2. COFFEYVILLE RESOURCES (logo)

3. CVR PARTNERS, LP (logo)