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

FORM 8-K

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

Date of Report (Date of earliest event reported): **February 9, 2016**

CVR PARTNERS, LP

(Exact name of registrant as specified in its charter)

Delaware
(State or other
jurisdiction of
incorporation)

001-35120
(Commission File Number)

56-2677689
(I.R.S. Employer
Identification Number)

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

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

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01. Entry into a Material Definitive Agreement.

On February 9, 2016, CVR Partners, LP (“CVR Partners”) and Coffeyville Resources, LLC, a wholly-owned subsidiary of CVR Energy, Inc. and the sole member of the general partner of CVR Partners (“Coffeyville”), entered into a guaranty (the “Guaranty”), pursuant to which Coffeyville has agreed to guaranty the indebtedness outstanding pursuant to the Credit and Guaranty Agreement, dated as of April 13, 2011, among Coffeyville Resources Nitrogen Fertilizers, LLC (a subsidiary of CVR Partners), CVR Partners, the lenders party thereto and Goldman Sachs Lending Partners LLC, as administrative agent and collateral agent (the “Credit Facility”). There is currently \$125 million outstanding pursuant to the Credit Facility, and the Credit Facility matures in April 2016. If the Credit Facility becomes due prior to a refinancing by CVR Partners, Coffeyville is required to pay the indebtedness pursuant to the Guaranty. CVR Partners' obligation to repay Coffeyville for the indebtedness will be pursuant to a promissory note (the “Note”). The terms of the Note will be mutually agreed upon by the parties, provided, the term will be the lesser of two years or such time that CVR Partners obtains third-party financing (“New Debt”) of at least \$125 million on terms acceptable to CVR Partners with a term of greater than one year from the inception of the New Debt.

The summary of the Guaranty in this Current Report on Form 8-K does not purport to be complete and is qualified by reference to the full text of the Guaranty, which is filed as Exhibit 10.1 hereto and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number	Description of the Exhibit
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10.1	Guaranty, dated as of February 9, 2016, by and between CVR Partners, LP and Coffeyville Resources, LLC.
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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: February 12, 2016

CVR Partners, LP

By: CVR GP, LLC, its general partner

By: /s/ John R. Walter

John R. Walter

Senior Vice President, General Counsel and
Secretary

GUARANTY

Coffeyville Resources, LLC, a Delaware limited liability company ("Guarantor"), owns 100% of CVR GP, LLC, the general partner of CVR Partners, LP (the "Partnership"), and approximately 53% of the common units representing limited partner interests in the Partnership. Coffeyville Resources Nitrogen Fertilizers, LLC ("CRNF") is a wholly-owned subsidiary of the Partnership. The Partnership and its subsidiaries are hereafter referred to as the "Company".

1. Guaranty. For valuable consideration, receipt of which is hereby acknowledged, Guarantor hereby guarantees the prompt and complete payment when due of any claim that may hereafter arise against Company pursuant to the Credit and Guaranty Agreement, dated as of April 13, 2011, among CRNF, the Partnership, the lenders party thereto and Goldman Sachs Lending Partners LLC, as administrative agent and collateral agent (the "Credit Agreement", and any indebtedness due thereunder, the "Indebtedness"), upon written demand or presentment to the address provided in Section 4 of this Guaranty. Guarantor's obligations and liability under this Guaranty are limited to payment obligations, and Guarantor has no obligation to perform any other obligations under the transactions evidencing any Indebtedness.

2. Continuing Guaranty. This is a continuing Guaranty, and applies to and covers all Indebtedness until the first to occur of the stated term of the Credit Agreement or until such time as the Company refinances the Indebtedness, at which time this Guaranty will automatically terminate. In the event Guarantor is required to pay the Indebtedness pursuant to this Guaranty, the Company's obligation to repay Guarantor for the Indebtedness will be pursuant to a promissory note (the "Note") to be entered into by the parties at the time Guarantor pays the Indebtedness hereunder. The terms of the Note will be mutually agreed upon by the parties, provided, the term will be the lesser of two years or such time that the Company obtains third party financing ("New Debt") of at least \$125 million on terms acceptable to the Company and with a term of greater than one year from the inception of the New Debt.

3. Waivers by Guarantor. Except as otherwise provided in Section 1 above, Guarantor waives (a) notice of dishonor and nonpayment of the Indebtedness, (b) notice of acceptance of this Guaranty, (c) notice of any advances made or credit extended in reliance upon this Guaranty or of the failure of Company to pay any of the Indebtedness as it becomes due, and (d) all defenses arising from the bankruptcy or insolvency of Company. Notwithstanding the foregoing, Guarantor reserves the right to assert defenses that Company may have to payment of any Indebtedness other than defenses expressly waived hereby.

4. Notices. Any notice, request, consent or communication under this Guaranty will be effective only if it is in writing and (a) personally delivered, (b) sent by certified mail, return receipt requested, postage prepaid, (c) sent by a nationally recognized overnight delivery service, with delivery confirmed, or (d) sent via facsimile transmission, with a copy simultaneously sent by one of the methods set forth in clauses (a) or (c), addressed as follows:

If to Guarantor:	Coffeyville Resources, LLC Attn: Chief Financial Officer 2277 Plaza Drive, Suite 500 Sugar Land, TX 77479 Fax: (913) 982-2652	Copy to:	Coffeyville Resources, LLC Attn: General Counsel 10 E. Cambridge Circle Dr., Suite 250 Kansas City, Kansas 66103 Fax: (913) 982-0976
If to Company:	CVR Partners, LP Attn: Chief Executive Officer 2277 Plaza Drive, Suite 500 Sugar Land, TX 77479 Fax: (913) 982-2652	Copy to:	CVR Partners, LP Attn: General Counsel 10 E. Cambridge Circle Dr., Suite 250 Kansas City, Kansas 66103 Fax: (913) 982-0976

or such other persons or addresses as are furnished in writing by any party to the other party, and will be deemed to have been given only upon its delivery in accordance with this Section.

5. Miscellaneous.

(a) Governing Law. This Guaranty is deemed to have been made under and is to be governed by the laws of the State of Texas in all respects.

(b) Amendment. This Guaranty may not be waived, altered, modified or amended as to any of its terms or provisions except in writing duly signed by the Partnership and Guarantor.

(c) Binding Upon Successors. This Guaranty is binding upon the heirs, personal representatives, successors, transferees and assigns of Guarantor and will inure to the benefit of all successors, transferees and assignees of the Company.

(d) Headings. The headings of the paragraphs of this Guaranty have been inserted for convenience of reference only and do not restrict or otherwise modify any of the terms or provisions hereof.

(e) Severance. A determination that any provision of this Guaranty is unenforceable or invalid will not affect the enforceability or validity of any other provision.

(signature page follows)

“Guarantor”

Coffeyville Resources, LLC

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

“Partnership” on behalf of the Company

CVR Partners, LP
By: CVR GP, LLC, its general partner

By: /s/ Mark A. Pytosh
Name: Mark A. Pytosh
Title: Chief Executive Officer and President