UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

Form 10-K

(Mark One)

☑ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the fiscal year ended December 31, 2019

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from to

Commission file number: 001-35120

CVR Partners, LP

(Exact name of registrant as specified in its charter)

Delaware		**56-2677689**
(State or other jurisdiction of incorporation or organization)		*(I.R.S. Employer Identification No.)*

2277 Plaza Drive, Suite 500, Sugar Land, Texas 77479
(Address of principal executive offices) (Zip Code)
(281) 207-3200
(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of Each Class	Trading Symbol(s)	Name of each exchange on which registered
Common units representing limited partner interests	UAN	New York Stock Exchange

Securities registered pursuant to section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☐ No ☑

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☑

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☑ No ☐.

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☑ No ☐.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☐	Accelerated filer	☑	Non-accelerated filer	☐
Smaller reporting company	☐	Emerging growth company	☐		

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☑

At June 28, 2019, the aggregate market value of the voting common units held by non-affiliates of the registrant was approximately $303.5 million based upon the closing price of its common units on the New York Stock Exchange Composite tape. As of February 18, 2020, there were 113,282,973 shares of the registrant's common units outstanding.

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GLOSSARY OF SELECTED TERMS

The following are definitions of certain terms used in this Annual Report on Form 10-K for the year ended December 31, 2019 (this "Report").

Ammonia — Ammonia is a direct application fertilizer and is primarily used as a building block for other nitrogen products for industrial applications and finished fertilizer products.

Capacity — Capacity is defined as the throughput a process unit is capable of sustaining, either on a calendar or operating day basis. The throughput may be expressed in terms of maximum sustainable, nameplate or economic capacity. The maximum sustainable or nameplate capacities may not be the most economical. The economic capacity is the throughput that generally provides the greatest economic benefit based on considerations such as feedstock costs, product values and downstream unit constraints.

Corn belt — The primary corn producing region of the United States, which includes Illinois, Indiana, Iowa, Minnesota, Missouri, Nebraska, Ohio and Wisconsin.

Ethanol — A clear, colorless, flammable oxygenated hydrocarbon. Ethanol is typically produced chemically from ethylene, or biologically from fermentation of various sugars from carbohydrates found in agricultural crops and cellulosic residues from crops or wood. It is used in the United States as a gasoline octane enhancer and oxygenate.

MMBtu — One million British thermal units: a measure of energy. One Btu of heat is required to raise the temperature of one pound of water one degree Fahrenheit.

MSCF — One thousand standard cubic feet, a customary gas measurement.

Netback — Netback represents net sales less freight revenue divided by product sales volume in tons. Netback is also referred to as product pricing at gate.

Petroleum coke ("pet coke") — a coal-like substance that is produced during the oil refining process.

Product pricing at gate — Product pricing at gate represents net sales less freight revenue divided by product sales volume in tons. Product pricing at gate is also referred to as netback.

Southern Plains — Primarily includes Oklahoma, Texas and New Mexico.

Turnaround — A periodically performed standard procedure to inspect, refurbish, repair and maintain the plant assets. This process involves the shutdown and inspection of major processing units and occurs every two to three years. A turnaround will typically extend the operating life of a facility and return performance desired levels.

UAN — An aqueous solution of urea and ammonium nitrate used as a fertilizer.

Utilization — Measurement of the annual production of UAN and Ammonia expressed as a percentage of the plants' nameplate production capacity.

Important Information Regarding Forward Looking Statements

This Annual Report on Form 10-K contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended (the "Securities Act"), and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), including, but not limited to, those under Item 1. Business, Item 1A. Risk Factors and Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations. These forward-looking statements are subject to a number of risks and uncertainties, many of which are beyond our control. All operations, financial position, estimated revenues and losses, projected costs, prospects, plans and objectives of management are forward-looking statements. When used in this Annual Report on Form 10-K the words "could," "believe," "anticipate," "intend," "estimate," "expect," "may," "continue," "predict," "potential," "project," and similar terms and phrases are intended to identify forward-looking statements.

Although we believe our assumptions concerning future events are reasonable, a number of risks, uncertainties and other factors could cause actual results and trends to differ materially from those projected or forward-looking. Forward-looking statements, as well as certain risks, contingencies, or uncertainties that may impact our forward-looking statements, include, but are not limited to, the following:

- our ability to make cash distributions on the common units;
- the volatile nature of our business and the variable nature of our distributions;
- the ability of our general partner to modify or revoke our distribution policy at any time;
- the cyclical and seasonal nature of our business;
- the impact of weather on our business including our ability to produce, market, or sell fertilizer products profitably or at all;
- the dependence of our operations on a few third-party suppliers, including providers of transportation services, and equipment;
- our reliance on, or our ability to procure economically or at all, pet coke we purchase from CVR Energy and third-party suppliers or our reliance on the natural gas, electricity, oxygen, nitrogen, sulfur processing, compressed dry air and other products that we purchase from third parties;
- the supply and price levels of essential raw materials;
- our production levels, including the risk of a material decline in those levels;
- accidents or other unscheduled shutdowns or interruptions affecting our facilities, machinery, or equipment, or those of our suppliers or customers;
- potential operating hazards from accidents, fire, severe weather, tornadoes, floods or other natural disasters
- our ability to obtain, retain, or renew permits, licenses and authorizations to operate our business;
- competition in the nitrogen fertilizer businesses including potential impacts of domestic and global supply and demand;
- capital expenditures;
- existing and future laws, rulings and regulations, including but not limited to those relating to the environment, climate change, and/or the transportation or production of hazardous chemicals like ammonia, including potential liabilities or capital requirements arising from such laws, rulings, or regulations;
- alternative energy or fuel sources, and the end-use and application of fertilizers;
- risks of terrorism, cybersecurity attacks, the security of chemical manufacturing facilities and other matters beyond our control;
- our lack of asset diversification;
- our dependence on significant customers and the creditworthiness and performance by counterparties;
- our potential loss of transportation cost advantage over our competitors;
- our partial dependence on customers and distributors, including to transport goods and equipment;
- risks associated with third party operation of or control over important facilities necessary for operation of our nitrogen fertilizer facilities;
- The volatile nature of ammonia, potential liability for accidents involving ammonia including damage or injury to property, the environment or human health and increased costs related to the transport or production of ammonia;
- our potential inability to successfully implement our business strategies, including the completion of significant capital programs or projects;
- our reliance on CVR Energy's senior management team and conflicts of interest they may face operating each of CVR Partners and CVR Energy;
- control of our general partner by CVR Energy;
- our ability to continue to license the technology used in our operations;
- restrictions in our debt agreements;
- changes in our treatment as a partnership for U.S. federal income or state tax purposes;
- rulings, judgments or settlements in litigation, tax or other legal or regulatory matters;
- instability and volatility in the capital and credit markets;
- competition with CVR Energy and its affiliates; and
- our ability to recover under our insurance policies for damages or losses in full or at all.

All forward-looking statements included in this report are based on information available to us on the date of this report. We undertake no obligation to revise or update any forward-looking statements as a result of new information, future events or otherwise.

PART I

Part 1 should be read in conjunction with Management's Discussion and Analysis in Item 7 and our consolidated financial statements and related notes thereto in Item 8.

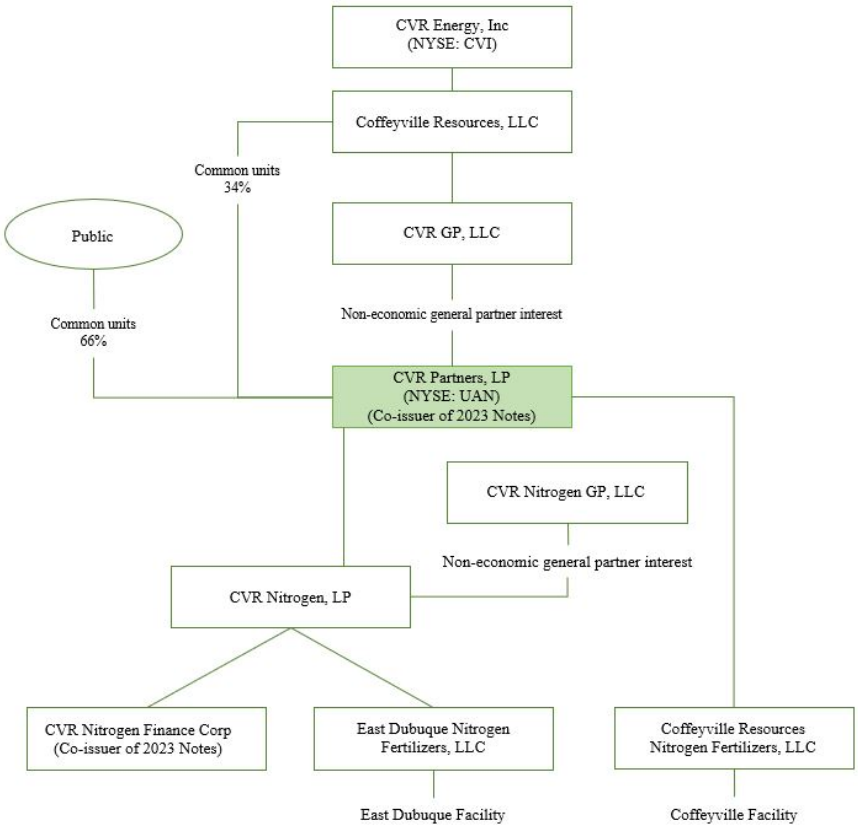
Item 1. *Business*

Overview

CVR Partners, LP (referred to as "CVR Partners" or the "Partnership") is a Delaware limited partnership formed in 2011 by CVR Energy, Inc. (together with its subsidiaries, but excluding the Partnership and its subsidiaries, "CVR Energy") to own, operate and grow its nitrogen fertilizer business. The Partnership produces nitrogen fertilizer products at two manufacturing facilities, which are located in Coffeyville, Kansas (the "Coffeyville Facility") and East Dubuque, Illinois (the "East Dubuque Facility"). As used in these financial statements, references to CVR Partners, the Partnership, "we", "us", and "our" may refer to consolidated subsidiaries of CVR Partners or one or both of the facilities, as the context may require. We produce and distribute nitrogen fertilizer products, which are used by farmers to improve the yield and quality of their crops. Our principal products are ammonia and UAN, and all of our products are sold on a wholesale basis.

Organizational Structure and Related Ownership

The following chart illustrates the organizational structure of the Partnership as of December 31, 2019.



Facilities

The Coffeyville Facility includes a gasifier complex having a capacity of 89 million standard cubic feet per day of hydrogen, a 1,300 ton per day capacity ammonia unit and a 3,000 ton per day capacity UAN unit. The Coffeyville Facility is the only nitrogen fertilizer plant in North America that utilizes a pet coke gasification process to produce nitrogen fertilizer. The Coffeyville Facility's largest raw material used in the production of ammonia is pet coke, which it purchases from CVR Energy and third parties. For the years ended December 31, 2019, 2018, and 2017, the Partnership purchased approximately $20.0 million, $13.2 million, and $8.1 million, respectively, of pet coke at an average cost per ton of $37.47, $28.41, and $16.56, respectively. For the years ended December 31, 2019, 2018, and 2017, we upgraded approximately 90%, 93%, and 88%, respectively, of our ammonia production into UAN, a product that presently generates greater profit than ammonia. We upgrade substantially all of our ammonia production at the Coffeyville Facility into UAN and expect to continue to do so when the economics are favorable.

The East Dubuque Facility, which includes a 1,075 ton per day capacity ammonia unit and a 1,100 ton per day capacity UAN unit, has the flexibility to vary its product mix enabling the East Dubuque Facility to upgrade a portion of its ammonia production into varying amounts of UAN, nitric acid, and liquid and granulated urea, depending on market demand, pricing, and storage availability. The East Dubuque Facility's largest raw material used in the production of ammonia is natural gas, which we purchase from third parties. For the years ended December 31, 2019, 2018 and 2017, the East Dubuque Facility incurred approximately $21.5 million, $22.5 million, and $26.3 million for feedstock natural gas, respectively, which equaled an average cost of $3.08, $3.15, and $3.26 per MMBtu, respectively.

Commodities

The nitrogen products we produce are globally traded commodities and are subject to price competition. The customers for our products make their purchasing decisions principally on the basis of delivered price and, to a lesser extent, on customer service and product quality. The selling prices of our products fluctuate in response to global market conditions and changes in supply and demand.

Agriculture

The three primary forms of nitrogen fertilizer used in the United States of America are ammonia, urea, and UAN. Unlike ammonia and urea, UAN can be applied throughout the growing season and can be applied in tandem with pesticides and herbicides, providing farmers with flexibility and cost savings. As a result of these factors, UAN typically commands a premium price to urea and ammonia, on a nitrogen equivalent basis.

Nutrients are depleted in soil over time and, therefore, must be replenished through fertilizer use. Nitrogen is the most quickly depleted nutrient and must be replenished every year, whereas phosphate and potassium can be retained in soil for up to three years. Plants require nitrogen in the largest amounts, and it accounts for approximately 59% of primary fertilizer consumption on a nutrient ton basis, per the International Fertilizer Industry Association ("IFIA").

Demand

Global demand for fertilizers is driven primarily by grain demand and prices, which, in turn, are driven by population growth, farmland per capita, dietary changes in the developing world, and increased consumption of bio-fuels. According to the IFIA, from 1975 to 2017, global fertilizer demand grew 2% annually. Global fertilizer use, consisting of nitrogen, phosphate, and potassium, is projected to increase by 34% between 2010 and 2030 to meet global food demand according to a study funded by the Food and Agricultural Organization of the United Nations. Currently, the developed world uses fertilizer more intensively than the developing world, but sustained economic growth in emerging markets is increasing food demand and fertilizer use. In addition, populations in developing countries are shifting to more protein-rich diets as their incomes increase, with such consumption requiring more grain for animal feed. As an example, China's wheat and coarse grains production is estimated to have increased 36% between 2009 and 2019, but still failed to keep pace with increases in demand, prompting China to grow its wheat and coarse grain imports by more than 552% over the same period, according to the United States Department of Agriculture ("USDA").

The United States is the world's largest exporter of coarse grains, accounting for 25% of world exports and 27% of world production for the fiscal year ended September 30, 2019, according to the USDA. A substantial amount of nitrogen is consumed

in production of these crops to increase yield. Based on Fertecon Limited's ("Fertecon") 2019 estimates, the United States is the world's third largest consumer of nitrogen fertilizer and the world's largest importer of nitrogen fertilizer. Fertecon is a reputable agency which provides market information and analysis on fertilizers and fertilizer raw materials for fertilizer and related industries, as well as international agencies. Fertecon estimates indicate the United States represented 11% of total global nitrogen fertilizer consumption for 2019, with China and India as the top consumers representing 23% and 15% of total global nitrogen fertilizer consumption, respectively.

North American nitrogen fertilizer producers predominantly use natural gas as their primary feedstocks. Over the last five years, U.S. oil and natural gas reserves have increased significantly due to, among other factors, advances in extracting shale oil and gas, as well as relatively high oil and gas prices. More recently, global demand has slowed with production staying steady even as oil and gas prices have declined substantially over the past two years. This has led to significantly reduced natural gas and oil prices as compared to historical prices. As a result, North America has become a low-cost region for nitrogen fertilizer production.

Raw Material Supply

Coffeyville Facility - During the past five years, just under 61% of the Coffeyville Facility's pet coke requirements on average were supplied by CVR Energy's adjacent Coffeyville, Kansas refinery pursuant to a multi-year agreement. Historically, the Coffeyville Facility has obtained the remainder of its pet coke requirements through third-party contracts typically priced at a discount to the spot market. In 2019, our supply of pet coke from the Coffeyville refinery declined to approximately 40%, generally attributable to increased processing of shale crude oil, which reduced the amount of pet coke produced by the refinery and increased the amount of third-party purchases made at spot prices. Additionally, the Coffeyville Facility relies on a third-party air separation plant at its location that provides contract volumes of oxygen, nitrogen, and compressed dry air to the Coffeyville Facility gasifiers.

East Dubuque Facility - The East Dubuque Facility uses natural gas to produce nitrogen fertilizer. The East Dubuque Facility is generally able to purchase natural gas at competitive prices due to the plant's connection to the Northern Natural Gas interstate pipeline system, which is within one mile of the facility, and a third-party owned and operated pipeline. The pipelines are connected to a third-party distribution system at the Chicago Citygate receipt point and at the Hampshire interconnect from which natural gas is transported to the East Dubuque Facility. As of December 31, 2019, we had commitments to purchase approximately 0.8 million and 0.6 million MMBtus, respectively, of natural gas supply for planned use in our East Dubuque Facility in January and February of 2020 at a weighted average rate per MMBtu of approximately $2.67 and $2.66, respectively, exclusive of transportation costs.

Marketing and Distribution

We primarily market UAN products to agricultural customers and ammonia products to agricultural and industrial customers. UAN and ammonia, including freight, accounted for approximately 70% and 24%, respectively, of total net sales for the year ended December 31, 2019.

UAN and ammonia are primarily distributed by truck or by railcar. If delivered by truck, products are most commonly sold on a free-on-board ("FOB") shipping point basis, and freight is normally arranged by the customer. We operate a fleet of railcars for product delivery. If delivered by railcar, our products are most commonly sold on a FOB destination point basis, and we typically arrange the freight.

The nitrogen fertilizer products leave the Coffeyville Facility either in railcars for destinations located principally on the Union Pacific railroad, the Burlington Northern Santa Fe Railway railroad, or in trucks for direct shipment to customers. The East Dubuque Facility primarily sells its product to customers located within 200 miles of the facility. In most instances, customers take delivery of nitrogen products at the East Dubuque Facility and arrange and pay to transport them to their final destinations by truck. Additionally, the East Dubuque Facility has direct access to a barge dock on the Mississippi River, as well as a nearby rail spur serviced by the Canadian National Railway Company.

Customers

We sell UAN products to retailers and distributors. In addition, we sell ammonia to agricultural and industrial customers. Given the nature of our business, and consistent with industry practice, most of our contracts with customers are for a term of 12-months or less. Some of our industrial sales include long-term purchase contracts. For the year ended December 31, 2019, the top two customers in the aggregate represented 28% of net sales.

Competition

Our business has experienced and expects to continue to meet significant levels of competition from current and potential competitors, many of whom have significantly greater financial and other resources. Competition in the nitrogen fertilizer industry is dominated by price considerations. However, during the spring and fall application seasons, farming activities intensify and delivery capacity is a significant competitive factor. We seasonally adjust inventory to enhance our manufacturing and distribution operations.

Our major competitors include CF Industries Holdings, Inc., including its majority owned subsidiary Terra Nitrogen Company, L.P.; LSB Industries, Inc.; Koch Fertilizer Company, LLC; and Nutrien Ltd. (formerly known as Agrium, Inc. and Potash Corporation of Saskatchewan, Inc.). Domestic competition is intense due to customers' sophisticated buying tendencies and competitor strategies that focus on cost and service. We also encounter competition from producers of fertilizer products manufactured in foreign countries, including the threat of increased production capacity. In certain cases, foreign producers of fertilizer who export to the United States may be subsidized by their respective governments.

Seasonality

Because we primarily sell agricultural commodity products, our business is exposed to seasonal fluctuations in demand for nitrogen fertilizer products in the agricultural industry. In addition, the demand for fertilizers is affected by the aggregate crop planting decisions and fertilizer application rate decisions of individual farmers who make planting decisions based largely on the prospective profitability of a harvest. The specific varieties and amounts of fertilizer they apply depend on factors like crop prices, farmers' current liquidity, soil conditions, weather patterns, and the types of crops planted. We typically experience higher net sales in the first half of the calendar year, which is referred to as the planting season, and net sales tend to be lower during the second half of each calendar year, which is referred to as the fill season.

Environmental Matters

Our business is subject to extensive and frequently changing federal, state, and local environmental, health, and safety laws and regulations governing the emission and release of hazardous substances into the environment, the treatment and discharge of waste water, and the storage, handling, use, and transportation of our nitrogen fertilizer products. These laws and regulations and the enforcement thereof impact us by imposing:

- restrictions on operations or the need to install enhanced or additional controls;
- liability for the investigation and remediation of contaminated soil and groundwater at current and former facilities (if any) and off-site waste disposal locations; and
- specifications for the products we market, primarily UAN and ammonia.

Our operations require numerous permits, licenses, and authorizations. Failure to comply with these permits or environmental laws and regulations could result in fines, penalties, or other sanctions or a revocation of our permits. In addition, the laws and regulations to which we are subject are often evolving and many of them have become more stringent or have become subject to more stringent interpretation or enforcement by federal or state agencies. These laws and regulations could result in increased capital, operating, and compliance costs.

The Federal Clean Air Act ("CAA")

The CAA and its implementing regulations, as well as corresponding state laws and regulations governing air emissions, affect us both directly and indirectly. Direct impacts may occur through the CAA's permitting requirements and emission control requirements relating to specific air pollutants, as well as the requirement to maintain a risk management program to help prevent accidental releases of certain substances. Some or all of the regulations promulgated pursuant to the CAA, or any

future promulgations of regulations, may require the installation of controls or changes to our nitrogen fertilizer facilities (collectively referred to as the "Facilities") to maintain compliance. If new controls or changes to operations are needed, the costs could be material.

The regulation of air emissions under the CAA requires that we obtain various construction and operating permits and incur capital expenditures for the installation of certain air pollution control devices at our operations. Various standards and programs specific to our operations have been implemented, such as the National Emission Standard for Hazardous Air Pollutants, the New Source Performance Standards, and the New Source Review.

The Federal Clean Water Act ("CWA")

The CWA and its implementing regulations, as well as the corresponding state and municipal laws and regulations that govern the discharge of pollutants into the water, affect our business. In addition, water resources are becoming and in the future may become more scarce. The Coffeyville Fertilizer Facility has contracts in place to receive water during certain water shortage conditions, but these conditions could change over time depending on the scarcity of water.

Release Reporting

The release of hazardous substances or extremely hazardous substances into the environment is subject to release reporting requirements under federal and state environmental laws. Our Facilities periodically experience releases of hazardous and extremely hazardous substances from their equipment. From time to time, the U.S. Environmental Protection Agency (the "EPA") has conducted inspections and issued information requests to us with respect to our compliance with reporting requirements under the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") and the Emergency Planning and Community Right-to-Know Act. If we fail to timely or properly report a release, or if a release violates the law or our permits, we could become the subject of a governmental enforcement action or third-party claims. Government enforcement or third-party claims relating to releases of hazardous or extremely hazardous substances could result in significant expenditures and liability.

Greenhouse Gas Emissions ("GHG")

The EPA regulates GHG emissions under the Clean Air Act. In October 2009, the EPA finalized a rule requiring certain large emitters of GHGs to inventory and report their GHG emissions to the EPA. In accordance with the rule, our facilities monitor and report our GHG emissions to the EPA. In May 2010, the EPA finalized the "Greenhouse Gas Tailoring Rule," which established GHG emissions thresholds that determine when stationary sources, such as the nitrogen fertilizer plants, must obtain permits under Prevention of Significant Deterioration ("PSD") and Title V programs of the CAA. Under the rule, facilities already subject to the PSD and Title V programs that increase their emissions of GHGs by a significant amount are required to undergo PSD review and to evaluate and implement air pollution control technology, known as "best available control technology," to reduce GHG emissions.

Environmental Remediation

As is the case with all companies engaged in similar industries, we face potential exposure from future claims and lawsuits involving environmental matters, including soil and water contamination and personal injury or property damage allegedly caused by hazardous substances that we manufactured, handled, used, stored, transported, spilled, disposed of, or released. There is no assurance that we will not become involved in future proceedings related to the release of hazardous or extremely hazardous substances for which we have potential liability or that, if we were held responsible for damages in any existing or future proceedings, such costs would be covered by insurance or would not be material.

Environmental Insurance

We are covered by CVR Energy's site pollution legal liability insurance policy, which includes business interruption coverage. The policy insures any location owned, leased, rented, or operated by the Partnership, including our Facilities. The policy insures certain pollution conditions at, or migrating from, a covered location, certain waste transportation and disposal activities, and business interruption.

In addition to the site pollution legal liability insurance policy, we benefit from umbrella and excess casualty insurance policies maintained by CVR Energy. This insurance provides coverage due to named perils for claims involving pollutants where the discharge is sudden and accidental and first commences at a specific day and time during the policy period.

The site pollution legal liability policy and the pollution coverage provided in the casualty insurance policies are subject to retentions and deductibles and contain discovery requirements, reporting requirements, exclusions, definitions, conditions, and limitations that could apply to a particular pollution claim, and there can be no assurance such claim will be adequately insured for all potential damages.

Health, Safety, and Security Matters

We are subject to a number of federal and state laws and regulations related to safety, including the Occupational Safety and Health Act ("OSHA"), and comparable state statutes, the purposes of which are to protect the health and safety of workers. We also are subject to OSHA Process Safety Management regulations, which are designed to prevent or minimize the consequences of catastrophic releases of toxic, reactive, flammable, or explosive chemicals.

We operate a comprehensive safety, health, and security program, with participation by employees, consultants, and advisors at all levels of the organization. We have developed comprehensive safety programs aimed at preventing OSHA recordable incidents. Despite our efforts to achieve excellence in our safety and health performance, there can be no assurances that there will not be accidents resulting in injuries or even fatalities. We routinely audit our programs and seek to continually improve our management systems.

Employees

As of December 31, 2019, the Partnership had approximately 286 employees across both of its facilities and its marketing and logistics operations, including approximately 90 employees covered by collective bargaining agreements that expire in October 2023. We also rely on the services of employees of CVR Energy and its subsidiaries pursuant to a services agreement between us, CVR Energy, and our general partner.

Available Information

Our website address is www.CVRPartners.com. Our annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, and all amendments to those reports filed or furnished pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended, are available free of charge through our website under "Investor Relations," as soon as reasonably practicable after the electronic filing or furnishing of these reports is made with the Securities and Exchange Commission (the "SEC") at www.sec.gov. In addition, our Corporate Governance Guidelines, Codes of Ethics and Business Conduct, and the Charter of the Audit Committee and the Compensation Committee of the Board of Directors of our general partner are available on our website. These guidelines, policies, and charters are also available in print without charge to any unitholder requesting them. We do not intend for information contained in our website to be part of this Report.

Item 1A. *Risk Factors*

The following risks should be considered together with the other information contained in this Report and all of the information set forth in our filings with the SEC. If any of the following risks or uncertainties develops into actual events, our business, financial condition or results of operations could be materially adversely affected. References to CVR Partners, the Partnership, "we", "us", and "our" may refer to consolidated subsidiaries of CVR Partners or one or both of the facilities, as the context may require.

Risks Related to Our Business

Our business is, and nitrogen fertilizer prices are, cyclical and highly volatile, which could have a material adverse effect on our results of operations, financial condition and cash flows.

Our business is exposed to fluctuations in nitrogen fertilizer demand in the agricultural industry. These fluctuations historically have had and could in the future have significant effects on prices across all nitrogen fertilizer products and, in turn, our results of operations, financial condition and cash flows.

Nitrogen fertilizer products are commodities, the price of which can be highly volatile. The prices of nitrogen fertilizer products depend on a number of factors, including general economic conditions, cyclical trends in end-user markets, supply and demand imbalances, governmental policies and weather conditions, which have a greater relevance because of the seasonal nature of fertilizer application. If seasonal demand exceeds the projections on which we base our production levels, customers may acquire nitrogen fertilizer products from competitors, and our profitability may be negatively impacted. If seasonal demand is less than expected, we may be left with excess inventory that will have to be stored or liquidated.

Demand for nitrogen fertilizer products is dependent on demand for crop nutrients by the global agricultural industry. The international market for nitrogen fertilizers is influenced by such factors as the relative value of the U.S. dollar and its impact upon the cost of importing nitrogen fertilizers, foreign agricultural policies, the existence of, or changes in, import or foreign currency exchange barriers in certain foreign markets, changes in the hard currency demands of certain countries and other regulatory policies of foreign governments, as well as the laws and policies of the United States affecting foreign trade and investment. Nitrogen-based fertilizers remain solidly in demand, driven by a growing world population, changes in dietary habits and an expanded use of corn for the production of ethanol. Supply is affected by available capacity and operating rates, raw material costs, government policies and global trade. A decrease in nitrogen fertilizer prices would have a material adverse effect on our business, cash flow and ability to make distributions.

Nitrogen fertilizer products are global commodities, and our business faces intense competition from other nitrogen fertilizer producers, which may have more resources and scale.

Our business is subject to intense price competition from both U.S. and foreign sources. Fertilizers are global commodities, with little or no product differentiation, and customers make their purchasing decisions principally on the basis of delivered price and availability of the product. Increased global supply or decreases in transportation costs for foreign sources of fertilizer may put downward pressure on fertilizer prices. Furthermore, in recent years the price of nitrogen fertilizer in the United States has been substantially driven by pricing in the global fertilizer market. We compete with a number of U.S. producers and producers in other countries, including state-owned and government-subsidized entities. Some competitors have greater total resources and are less dependent on earnings from fertilizer sales, which make them less vulnerable to industry downturns and better positioned to pursue new expansion and development opportunities. Additionally, our competitors utilizing different corporate structures may be better able to withstand lower cash flows than we can as a limited partnership. Our competitive position could suffer to the extent we are unable to expand resources either through investments in new or existing operations or through acquisitions, joint ventures or partnerships. An inability to compete successfully could result in a loss of customers, which could adversely affect our sales, profitability and cash flows and, therefore, have a material adverse effect on our results of operations, financial condition and cash flows.

Our business is geographically concentrated and is therefore subject to regional economic downturns and seasonal variations, which may affect our production levels, transportation costs and inventory and working capital levels.

Our sales to agricultural customers are concentrated in the Great Plains and Midwest states, and nitrogen fertilizer demand is seasonal. Our quarterly results may vary significantly from one year to the next due largely to weather-related shifts in

planting schedules and purchase patterns. Farmers tend to apply nitrogen fertilizer during two short application periods, one in the spring and the other in the fall. In contrast, we, along with other nitrogen fertilizer producers, generally produce products throughout the year. As a result, we and our customers generally build inventories during the low demand periods of the year to ensure timely product availability during peak sales seasons. Variations in the proportion of product sold through prepaid sales contracts and the terms of such contracts can increase the seasonal volatility of our cash flows and cause changes in the patterns of seasonal volatility from year-to-year. Additionally, the accumulation of inventory to be available for seasonal sales creates significant seasonal working capital and storage capacity requirements. The degree of seasonality can change significantly from year-to-year due to conditions in the agricultural industry and other factors. As a consequence of this seasonality, distributions of available cash, if any, may be volatile and may vary quarterly and annually.

Our sales volumes depend on significant customers, and the loss of several significant customers may have a material adverse impact on our results of operations, financial condition and cash flows.

We have a significant concentration of customers. Our two largest customers represented approximately 28% of net sales for the year ended December 31, 2019. Given the nature of our business, and consistent with industry practice, we do not have long-term minimum purchase contracts with our customers. The loss of several of these significant customers, or a significant reduction in purchase volume by several of them, could have a material adverse effect on our results of operations, financial condition and cash flows.

Any decline in U.S. agricultural production or limitations on the use of nitrogen fertilizer for agricultural purposes could have a material adverse effect on the sales of nitrogen fertilizer, and on our results of operations, financial condition and cash flows.

Conditions in the U.S. agricultural industry significantly impact our operating results. The U.S. agricultural industry can be affected by a number of factors, including weather patterns and field conditions, current and projected grain inventories and prices, domestic and international population changes, demand for U.S. agricultural products and U.S. and foreign policies regarding trade in agricultural products. For example, a major factor underlying the solid level of demand for nitrogen-based fertilizer products we produce is the use of corn for the production of ethanol in the U.S. Changes in governmental incentives for ethanol production could affect future ethanol demand and production.

State and federal governmental policies, including farm and biofuel subsidies and commodity support programs, as well as the prices of fertilizer products, may also directly or indirectly influence the number of acres planted, the mix of crops planted and the use of fertilizers for particular agricultural applications. Developments in crop technology could also reduce the use of chemical fertilizers and adversely affect the demand for nitrogen fertilizer. In addition, from time to time various state legislatures have considered limitations on the use and application of chemical fertilizers due to concerns about the impact of these products on the environment. Unfavorable state and federal governmental policies could negatively affect nitrogen fertilizer prices and therefore have a material adverse effect on our results of operations, financial condition and cash flows.

Ethanol production in the United States is highly dependent upon a myriad of federal statutes and regulations, and is made significantly more competitive by various federal and state incentives and mandated usage of renewable fuels pursuant to the EPA's Renewable Fuel Standard ("RFS"). To date, the RFS has been satisfied primarily with corn-based fuel ethanol blended into gasoline. However, a number of factors, including the continuing "food versus fuel" debate and studies showing that expanded ethanol usage may increase the level of greenhouse gases in the environment, cause harmful conversion of uncultivated land for biofuel crop production, and be unsuitable for small engine use, have resulted in calls to reduce subsidies for ethanol, allow increased ethanol imports and to repeal or waive (in whole or in part) the current RFS. Changes within the RFS program also could affect future ethanol demand and production. Further, while most ethanol is currently produced from corn and other raw grains, such as milo or sorghum, the RFS requires that a portion of the overall RFS renewable fuel mandate come from advanced biofuels, including cellulose-based biomass, such as agricultural waste, forest residue, and municipal solid waste. In addition, there is a continuing trend to encourage the use of products other than corn and raw grains for ethanol production. The repeal of, or reduction in the benefits to ethanol producers under, ethanol incentive programs, an increase in ethanol imports, a substantial decrease in future renewable volume obligations under the RFS program, or a significant increase in the use of products other than corn and raw grains for ethanol production could affect the demand for corn-based ethanol and result in a decrease in planted corn acreage and in the demand for nitrogen fertilizer products and have a material adverse effect on our results of operations, financial condition and cash flows.

The acquisition and expansion strategy of our business involves significant risks.

From time to time, we may consider pursuing acquisitions and expansion projects to continue to grow and increase profitability. However, we may not be able to consummate such acquisitions or expansions, due to intense competition for suitable acquisition targets, the potential unavailability of financial resources necessary to consummate acquisitions and expansions, difficulties in identifying suitable acquisition targets and expansion projects or in completing any transactions identified on sufficiently favorable terms, and the failure to obtain requisite regulatory or other governmental approvals. In addition, any future acquisitions and expansions may entail significant transaction costs and risks associated with entry into new markets and lines of business, including but not limited to, new regulatory obligations and risks.

Even when acquisitions are completed, integration of acquired entities can involve significant difficulties, such as:

- Unforeseen difficulties in the integration of the acquired operations and disruption of the ongoing operations of our business;
- Failure to achieve cost savings or other financial or operating objectives contributing to the accretive nature of an acquisition;
- Strain on the operational and managerial controls and procedures and the need to modify systems or to add management resources;
- Difficulties in the integration and retention of customers or personnel and the integration and effective deployment of operations or technologies;
- Assumption of unknown material liabilities or regulatory non-compliance issues;
- Amortization of acquired assets, which would reduce future reported earnings;
- Possible adverse short-term effects on our cash flows or operating results; and
- Diversion of management's attention from the ongoing operations of our business.

In addition, in connection with any potential acquisition or expansion project, we will need to consider whether a business we intend to acquire or expansion project we intend to pursue could affect our tax treatment as a partnership for federal income tax purposes. If we are otherwise unable to conclude that the activities of the business being acquired or the expansion project would not affect our treatment as a partnership for federal income tax purposes, we may elect to seek a ruling from the Internal Revenue Service ("IRS"). Seeking such a ruling could be costly or, in the case of competitive acquisitions, place the business in a competitive disadvantage compared to other potential acquirers who do not seek such a ruling. If we are unable to conclude that an activity would not affect our treatment as a partnership for federal income tax purposes and are unable or unwilling to obtain an IRS ruling, we may choose to acquire such business or develop such expansion project in a corporate subsidiary, which would subject the income related to such activity to entity-level taxation, which would reduce the amount of cash available for distribution to its common unitholders and could likely cause a substantial reduction in the value of its common units.

Failure to manage these acquisition and expansion growth risks could have a material adverse effect on our results of operations, financial condition and cash flows. Our joint ventures involve similar risks. There can be no assurance that we will be able to consummate any acquisitions or expansions, successfully integrate acquired entities, or generate positive cash flow at any acquired company or expansion project.

We are subject to cybersecurity risks and other cyber incidents resulting in disruption to our business.

We depend on internal and third-party information technology systems to manage and support our operations. In addition, we collect, process, and retain sensitive and confidential customer information in the normal course of business. Despite the security measures we have in place and any additional measures we may implement in the future, our facilities and these systems could be vulnerable to security breaches, computer viruses, lost or misplaced data, programming errors, human errors, acts of vandalism, or other events. Any disruption of these systems or security breach or event resulting in the misappropriation, loss or other unauthorized disclosure of confidential information, whether by us directly or our third-party service providers, could damage our reputation, expose us to the risks of litigation and liability, disrupt our business, or otherwise affect our results of operations. In addition, new laws and regulations governing data privacy and the unauthorized disclosure of confidential information pose increasingly complex compliance challenges and potentially elevate our costs. Any failure to comply with these laws and regulations, including as a result of a security or privacy breach, could result in significant penalties and liabilities for us.

Risks Related to Our Plant Operations

Our Coffeyville Facility may be adversely affected by the supply and price levels of pet coke. Failure by CVR Energy's Coffeyville refinery to continue to supply us with pet coke and the availability of third-party pet coke at higher prices could negatively impact our results of operations.

Unlike our competitors, whose primary costs are related to the purchase of natural gas and whose costs are therefore largely variable, our Coffeyville Facility uses a pet coke gasification process to produce nitrogen fertilizer. Our profitability is directly affected by the price and availability of pet coke obtained from CVR Energy's Coffeyville refinery pursuant to a long-term agreement. Our Coffeyville Facility has obtained the majority of its pet coke from CVR Energy's Coffeyville refinery over the past five years, although this percentage has decreased to 40% in 2019. However, should CVR Energy's Coffeyville refinery fail to perform in accordance with the existing agreement or to the extent pet coke from CVR Energy's Coffeyville refinery is insufficient, we would need to purchase pet coke from third parties on the open market, which could negatively impact our results of operations to the extent third-party pet coke is unavailable or available only at higher prices. Currently, we purchase 100% of the pet coke CVR Energy's Coffeyville refinery produces. However, we are still required to procure additional pet coke from third parties to maintain our production rates. We are currently party to pet coke supply agreements with multiple third-party refineries to provide a significant amount of pet coke at fixed prices. The terms of these agreements currently end in December 2020.

The market for natural gas has been volatile, and fluctuations in natural gas prices could affect our competitive position.

Low natural gas prices benefit our competitors that rely on natural gas as their primary feedstock and disproportionately impact our operations at our Coffeyville Fertilizer Facility by making us less competitive with natural gas-based nitrogen fertilizer manufacturers. Continued low natural gas prices could result in nitrogen fertilizer pricing drops and impair the ability of the Coffeyville Facility to compete with other nitrogen fertilizer producers who use natural gas as their primary feedstock, which, therefore, would have a material adverse impact on our results of operations, financial condition and ability to make cash distributions.

The East Dubuque Facility uses natural gas as its primary feedstock, and as such, the profitability of operating the East Dubuque Facility is significantly dependent on the cost of natural gas. An increase in natural gas prices could make it less competitive with producers who do not use natural gas as their primary feedstock. In addition, an increase in natural gas prices in the United States relative to prices of natural gas paid by foreign nitrogen fertilizer producers may negatively affect our competitive position in the corn belt, and such changes could have a material adverse effect on our results of operations, financial condition and cash flows.

We expect to purchase a portion of our natural gas for use in the East Dubuque Facility on the spot market. As a result, we remain susceptible to fluctuations in the price of natural gas in general and in local markets in particular. We may use fixed supply, fixed price forward purchase contracts to lock in pricing for a portion of its natural gas requirements, but we may not be able to enter into such agreements on acceptable terms or at all. Without forward purchase contracts for the supply of natural gas, we would need to purchase natural gas on the spot market, which would impair its ability to hedge exposure to risk from fluctuations in natural gas prices. If we enter into forward purchase contracts for natural gas, and natural gas prices decrease, then its cost of sales could be higher than it would have been in the absence of the forward purchase contracts.

Any interruption in the supply of natural gas to our East Dubuque Facility could have a material adverse effect on our results of operations and financial condition.

Our East Dubuque Facility depends on the availability of natural gas. We have an agreement with Nicor Gas ("Nicor") pursuant to which we access natural gas from the ANR Pipeline Company and Northern Natural Gas pipelines. Our access to satisfactory supplies of natural gas through Nicor could be disrupted due to a number of causes, including volume limitations under the agreement, pipeline malfunctions, service interruptions, mechanical failures or other reasons. The agreement currently extends through February 29, 2020. Upon expiration of the agreement, we may be unable to extend the service under the terms of the existing agreement or renew the agreement on satisfactory terms, or at all. Any disruption in the supply of natural gas to our East Dubuque Facility could restrict our ability to continue to make products at the facility. In the event we need to obtain natural gas from another source, we may need to build a new connection from that source to the East Dubuque Facility and negotiate related easement rights, which would be costly, disruptive and/or may be unfeasible. As a result, any interruption in the supply of natural gas through Nicor could have a material adverse effect on our results of operations and financial condition.

If licensed technology were no longer available, our business may be adversely affected.

We have licensed, and may in the future license, a combination of patent, trade secret, and other intellectual property rights of third parties for use in our plant operations. If any license agreement on which our operations rely were to be terminated, licenses to alternative technology may not be available, or may only be available on terms that are not commercially reasonable or acceptable. In addition, any substitution of new technology for currently-licensed technology may require substantial changes to manufacturing processes or equipment and may have a material adverse effect on our results of operations, financial condition and cash flows.

Additionally, we may face claims of infringement that could interfere with our ability to use technology that is material to our plant operations. Any litigation of this type could result in substantial costs and diversions of resources, either of which could have a material adverse effect on our results of operations, financial condition and cash flows. In the event a claim of infringement against us is successful, we may be required to pay royalties or license fees for past or continued use of the infringing technology, or we may be prohibited from using the infringing technology altogether. If we are prohibited from using any technology as a result of such a claim, we may not be able to obtain licenses to alternative technology adequate to substitute for the technology we can no longer use, or licenses for such alternative technology may only be available on terms that are not commercially reasonable or acceptable. In addition, any substitution of new technology for currently-licensed technology may require us to make substantial changes to our manufacturing processes or equipment or to our products, and could have a material adverse effect on our results of operations, financial condition and cash flows.

Compliance with and changes in environmental laws and regulations, including those related to climate change, could require us to make substantial capital expenditures and adversely affect our performance.

Our operations are subject to extensive federal, state and local environmental laws and regulations relating to the protection of the environment, including those governing the emission or discharge of pollutants into the environment, product use and specifications and the generation, treatment, storage, transportation, disposal and remediation of solid and hazardous wastes. Violations of applicable environmental laws and regulations, or of the conditions of permits issued thereunder, can result in substantial penalties, injunctive orders compelling installation of additional controls, civil and criminal sanctions, operating restrictions, injunctive relief, permit revocations and/or facility shutdowns, which may have a material adverse effect on our ability to operate our facilities and accordingly our financial performance. Capital expenditures and operating costs for current and future environmental compliance may be substantial and could have a material adverse effect on our results of operations, financial condition and profitability.

In addition, new environmental laws and regulations, new interpretations of existing laws and regulations, increased governmental enforcement of laws and regulations or other developments could require us to make additional unforeseen expenditures. These laws and regulations are generally expected to impose increasingly stringent and costly requirements over time. Various legislative and regulatory measures to address climate change and GHG emissions (including carbon dioxide, methane and nitrous oxides) are in various phases of discussion or implementation and could affect our operations. They include proposed and enacted federal regulation and state actions to develop statewide, regional or nationwide programs designed to control and reduce GHG emissions from fixed sources, such as our plants. Many states and regions have implemented, or are in the process of implementing, measures to reduce emissions of GHGs, but other than Kansas, we do not currently operate in states that have their own GHG reduction programs.

Although it is not possible to predict the requirements of any GHG legislation that may be enacted, any laws or regulations that have been or may be adopted to restrict or reduce GHG emissions will likely require us to incur increased operating and capital costs and/or increased taxes on GHG emissions, and result in reduced demand for our fertilizer products. If we are unable to maintain sales of our products at a price that reflects such increased costs, there could be a material adverse effect on our business, financial condition and results of operations. Further, any increase in the prices of our products resulting from such increased costs could have a material adverse effect on our operations, financial condition and cash flows.

In addition, climate change legislation and regulations may result in increased costs not only for our business but also users of our fertilizer products, thereby potentially decreasing demand for our products. Further, changes in environmental laws and regulations or their interpretation relating to the end-use and application of fertilizers could cause changes in demand for our products or limit our ability to market and sell products to end users. From time to time, various state legislatures have proposed bans or other limitations on fertilizer products. Decreased demand for our products may have a material adverse effect on our results of operations, financial condition and cash flows.

Our operations are dependent on third-party suppliers, which could have a material adverse effect on our results of operations, financial condition and cash flows.

Operations of our Coffeyville Facility depend in large part on the performance of third-party suppliers, and the operations of the Coffeyville Facility could be adversely affected if the operation of the third-party air separation plant located adjacent to it were disrupted. Additionally, this air separation plant has experienced numerous short-term interruptions in the past, causing interruptions in our gasifier operations. With respect to electricity, we are party to an electric services agreement with a third-party supplier through June 30, 2029.

Our East Dubuque Facility operations also depend in large part on the performance of third-party suppliers, including for the purchase of electricity. We entered into a utility service agreement, which terminates on June 1, 2022 and will continue year-to-year thereafter unless either party provides 12-month advance written notice of termination.

Should any of our other third-party suppliers fail to perform in accordance with existing contractual arrangements, or should we otherwise lose the service of any third-party suppliers, our operations (or a portion thereof) could be forced to halt. Alternative sources of supply could be difficult to obtain. Any shutdown of our operations (or a portion thereof), even for a limited period, could have a material adverse effect on our results of operations, financial condition and ability to make cash distributions.

We rely on third-party providers of transportation services and equipment, which subjects us to risks and uncertainties beyond our control that may have a material adverse effect on our results of operations, financial condition and ability to make distributions.

Our business relies on railroad and trucking companies to ship finished products to customers of the Coffeyville Facility. We also lease railcars from railcar owners to ship its finished products. Additionally, although customers of the East Dubuque Facility generally pick up products at the facility, the facility occasionally relies on barge, truck and railroad companies to ship products to customers. These transportation operations, equipment and services are subject to various hazards, including extreme weather conditions, work stoppages, delays, spills, derailments and other accidents, and other operating hazards. Further, the limited number of towing companies and barges available for ammonia transport may also impact the availability of transportation for our products. These transportation operations, equipment and services are also subject to environmental, safety and other regulatory oversight. Due to concerns related to terrorism or accidents, local, state and federal governments could implement new regulations affecting the transportation of our finished products. In addition, new regulations could be implemented affecting the equipment used to ship our finished products.

Any delay in our ability to ship our finished products as a result of these transportation companies' failure to operate properly, the implementation of new and more stringent regulatory requirements affecting transportation operations or equipment, or significant increases in the cost of these services or equipment could have a material adverse effect on our results of operations, financial condition and ability to make cash distributions.

Ammonia can be very volatile and extremely hazardous. Any liability for accidents involving ammonia or other products we produce or transport that cause severe damage to property or injury to the environment and human health could have a material adverse effect on our results of operations, financial condition and ability to make cash distributions. In addition, the costs of transporting ammonia could increase significantly in the future.

Our business manufactures, processes, stores, handles, distributes and transports ammonia, which can be very volatile and extremely hazardous. Major accidents or releases involving ammonia could cause severe damage or injury to property, the environment and human health, as well as a possible disruption of supplies and markets. Such an event could result in civil lawsuits, fines, penalties and regulatory enforcement proceedings, all of which could lead to significant liabilities. Any damage or injury to persons, equipment, or property or other disruption of our ability to produce or distribute products could result in a significant decrease in operating revenues and significant additional costs to replace or repair and insure our assets, which could have a material adverse effect on our results of operations, financial condition and ability to make cash distributions. Our facilities periodically experience minor releases of ammonia related to leaks from our facilities' equipment. Similar events may occur in the future.

In addition, we may incur significant losses or costs relating to the operation of railcars used for the purpose of carrying various products, including ammonia. Due to the dangerous and potentially hazardous nature of the cargo, in particular

ammonia, a railcar accident may result in fires, explosions, and releases of material which could lead to sudden, severe damage or injury to property, the environment, and human health. In the event of contamination, under environmental law, we may be held responsible even if we are not at fault, and we complied with the laws and regulations in effect at the time of the accident. Litigation arising from accidents involving ammonia and other products we produce or transport may result in us being named as a defendant in lawsuits asserting claims for substantial damages, which could have a material adverse effect on our results of operations, financial condition and ability to make cash distributions.

We could incur significant costs in cleaning up contamination at our fertilizer plants and off-site locations.

Our businesses handle hazardous substances which may result in spills, discharges or other releases of hazardous substances into the environment. Past or future spills related to any of our current or former operations, including fertilizer plants, or transportation of products or hazardous substances from those facilities, may give rise to liability (including strict liability, or liability without fault, and potential cleanup responsibility) to governmental entities or private parties under federal, state or local environmental laws, as well as under common law. For example, we could be held strictly liable under CERCLA, and similar state statutes, for past or future spills without regard to fault or whether our actions were in compliance with the law at the time of the spills. Pursuant to CERCLA and similar state statutes, we could be held liable for contamination associated with facilities we currently own or operate (whether such contamination occurred prior to or during our ownership), facilities we formerly owned or operated, and facilities to which we transported or arranged for the transportation of wastes or byproducts containing hazardous substances for treatment, storage, or disposal. If significant unknown contamination is identified at or migrating from any of our facilities, the associated liability could have a material adverse effect on our results of operations, financial condition and cash flows and may not be covered by insurance.

The potential penalties and cleanup costs for past or future releases or spills, liability to third parties for damage to their property or exposure to hazardous substances, or the need to address newly discovered information or conditions that may require response actions could be significant and could have a material adverse effect on our results of operations, financial condition and cash flows. In addition, we may incur liability for alleged personal injury or property damage due to exposure to chemicals or other hazardous substances located at or released from our facilities. We may also face liability for personal injury, property damage, natural resource damage, or cleanup costs for the alleged migration of contamination or other hazardous substances from our facilities to adjacent and other nearby properties.

We have assumed the previous owner's responsibilities under certain administrative orders under the Resource Conservation and Recovery Act ("RCRA") related to contamination that migrated from CVR Energy's Coffeyville refinery onto the nitrogen fertilizer plant property while the previous owner owned and operated the properties. We continue to work with the applicable governmental authorities to implement remediation of these sites on a timely basis.

We may incur future liability relating to the off-site disposal of hazardous waste from our facilities. Companies that dispose of, or arrange for the treatment, transportation or disposal of, hazardous substances at off-site locations may be held jointly and severally liable for the costs of investigation and remediation of contamination at those off-site locations, regardless of fault. We could become involved in litigation or other proceedings involving off-site waste disposal and the damages or costs in any such proceedings could be material.

We may be unable to obtain or renew permits or approvals necessary for our operations, which could inhibit our ability to do business.

Our business holds numerous environmental and other governmental permits and approvals authorizing operations at our facilities. Future expansion of our operations is predicated upon securing the necessary environmental or other permits or approvals. A decision by a government agency to deny or delay issuing a new or renewed material permit or approval, or to revoke or substantially modify an existing permit or approval, could have a material adverse effect on our ability to continue operations and on our financial condition, results of operations and cash flows.

New regulations concerning the transportation, storage and handling of hazardous chemicals, risks of terrorism, and the security of chemical manufacturing facilities could result in higher operating and/or capital costs.

The costs of complying with future regulations relating to the transportation, storage, and handling of hazardous chemicals and security associated with our facilities may have a material adverse effect on our results of operations, financial condition and cash flows. Targets such as chemical manufacturing facilities may be at greater risk of future terrorist attacks than other

targets in the United States. As a result, the chemical industry has initiatives relating to the security of chemical industry facilities and the transportation of hazardous chemicals in the United States. Future terrorist attacks could lead to even stronger, more costly initiatives that could result in a material adverse effect on our results of operations, financial condition and cash flows.

Changes to regulations or requirements for the transportation, storage, and handling of hazardous chemicals could also require additional capital investments, which could have a material adverse effect on our financial condition.

Our facilities face significant risks due to physical damage hazards, environmental liability risk exposure, and unplanned or emergency partial or total plant shutdowns resulting in business interruptions. We could incur potentially significant costs to the extent there are unforeseen events which cause property damage and a material decline in production which are not fully insured. The commercial insurance industry engaged in underwriting energy industry risk is specialized and there is finite capacity; therefore, the industry may limit or curtail coverage, may modify the coverage provided, or may substantially increase premiums in the future.

If any of our plants, logistics assets, or key suppliers sustains a catastrophic loss and operations are shutdown or significantly impaired, it would have a material adverse impact on our operations, financial condition and cash flows. In addition, the risk exposures we have at the Coffeyville, Kansas plant complex are greater due to production facilities for CVR Energy's refinery and our fertilizer production, distribution, and storage being in relatively close proximity and potentially exposed to damage from one incident. Operations at our plant could be curtailed, limited or completely shut down for an extended period of time as the result of one or more unforeseen events and circumstances, which may not be within our control, including:

- major unplanned maintenance requirements;
- catastrophic events caused by mechanical breakdown, electrical injury, pressure vessel rupture, explosion, contamination, fire, or natural disasters, including floods, windstorms, and other similar events;
- labor supply shortages or labor difficulties that result in a work stoppage or slowdown;
- cessation or suspension of a plant or specific operations dictated by environmental authorities;
- acts of terrorism or other deliberate malicious acts; and
- an event or incident involving a large clean-up, decontamination, or the imposition of laws and ordinances regulating the cost and schedule of demolition or reconstruction, which can cause significant delays in restoring property to its pre-event condition.

We have sustained losses over the past ten-year period at our facilities, which are illustrative of the types of risks and hazards that exist. These losses or events resulted in costs assumed by us that were not fully insured due to policy retention or applicable exclusions. We are insured under casualty, environmental, property and business interruption insurance policies. The property and business interruption policies insure real and personal property, including property located at our plants. There is potential for a common occurrence to impact both our Coffeyville Facility and CVR Energy's Coffeyville refinery in which case the insurance limits and applicable sub-limits would apply to all damages combined. These policies are subject to limits, sub-limits, retention (financial and time-based), and deductibles. The application of these and other policy conditions could materially impact insurance recoveries and potentially cause us to assume losses which could impair earnings.

There is finite capacity in the commercial insurance industry engaged in underwriting energy industry risk, and there are risks associated with the commercial insurance industry reducing capacity, changing the scope of insurance coverage offered, and substantially increasing premiums, deductibles, or retainers, and/or waiting periods, resulting from highly adverse loss experience or other financial circumstances. Factors that impact insurance cost and availability include, but are not limited to: losses in our industry and other industries, such as chemical and petroleum refining, natural disasters, specific losses incurred by us, and low or inadequate investment returns earned by the insurance industry. If the supply of commercial insurance is curtailed due to highly adverse financial results, we may not be able to continue our present limits of insurance coverage or obtain sufficient insurance capacity to adequately insure our risks for property damage or business interruption.

We are subject to strict laws and regulations regarding employee and process safety, and failure to comply with these laws and regulations could have a material adverse effect on our results of operations, financial condition and profitability.

We are subject to the requirements of OSHA and comparable state statutes that regulate the protection of the health and safety of workers, the proper design, operation, and maintenance of our equipment, and require us to provide information about hazardous materials used in our operations. Failure to comply with these requirements may result in significant fines or compliance costs, which could have a material adverse effect on our results of operations, financial condition and cash flows.

A significant portion of our workforce is unionized, and we are subject to the risk of labor disputes and adverse employee relations, which may disrupt our business and increase our costs.

As of December 31, 2019, approximately 31% of our employees were represented by labor unions under collective bargaining agreements. We may not be able to renegotiate our collective bargaining agreements when they expire on satisfactory terms or at all. A failure to do so may increase our costs. In addition, our existing labor agreements may not prevent a strike or work stoppage at any of our facilities in the future, and any work stoppage could negatively affect our results of operations, financial condition and cash flows.

Risks Related to Our Capital Structure

Internally generated cash flows and other sources of liquidity may not be adequate for the capital needs of our business.

Our business is capital intensive, and working capital needs may vary significantly over relatively short periods of time. For instance, nitrogen fertilizer demand volatility can significantly impact working capital on a week-to-week and month-to-month basis. If we cannot generate adequate cash flow or otherwise secure sufficient liquidity to meet our working capital needs or support our short-term and long-term capital requirements, we may be unable to meet our debt obligations, pursue our business strategies, or comply with certain environmental standards, which would have a material adverse effect on our business and results of operations.

Instability and volatility in the capital, credit, and commodity markets in the global economy could negatively impact our business, financial condition, results of operations and cash flows.

Our business, financial condition and results of operations could be negatively impacted by difficult conditions and volatility in the capital, credit, and commodities markets and in the global economy. For example:

- Although we believe we have sufficient liquidity under our AB credit facility to run the business, there can be no assurance that such funds would be available or sufficient, and in such a case, we may not be able to successfully obtain additional financing on favorable terms, or at all.
- Market volatility could exert downward pressure on our common units, which may make it more difficult for us to raise additional capital and thereby limit our ability to grow, which could in turn cause our unit price to drop.
- Market conditions could result in significant customers experiencing financial difficulties. We are exposed to the credit risk of our customers, and their failure to meet their financial obligations when due because of bankruptcy, lack of liquidity, operational failure or other reasons could result in decreased sales and earnings for us.

Our level of indebtedness, including the restrictive covenants therein, may affect our ability to operate our business, and may have a material adverse effect on our financial condition and results of operations.

We have incurred significant indebtedness, and we may be able to incur significant additional indebtedness in the future. If new indebtedness is added to our current indebtedness, the risks described below could increase. Our level of indebtedness could have important consequences, such as:

- limiting our ability to obtain additional financing to fund our working capital needs, capital expenditures, debt service requirements, acquisitions, or other purposes;
- requiring us to utilize a significant portion of our cash flows to service our indebtedness, thereby reducing available cash and our ability to make distributions on our common units;
- limiting our ability to use operating cash flow in other areas of the business because we must dedicate a substantial portion of additional funds to service debt;
- limiting our ability to compete with other companies who are not as highly leveraged, as we may be less capable of responding to adverse economic and industry conditions;
- limiting our ability to make certain payments on debt that is subordinated or secured on a junior basis;

- restricting us from making strategic acquisitions or investments, introducing new technologies, or exploiting business opportunities;
- restricting the way in which we conduct business because of financial and operating covenants in the agreements governing our and our respective subsidiaries' existing and future indebtedness, including, in the case of certain indebtedness of subsidiaries, certain covenants that restrict the ability of subsidiaries to pay dividends or make other distributions;
- limiting our ability to enter into certain transactions with our affiliates;
- limiting our ability to designate our subsidiaries as unrestricted subsidiaries;
- exposing us to potential events of default (if not cured or waived) under financial and operating covenants contained in our or our respective subsidiaries' debt instruments that could have a material adverse effect on our business, financial condition and operating results;
- increasing our vulnerability to a downturn in general economic conditions or in pricing of products; and
- limiting our ability to react to changing market conditions in our respective industries and in respective customers' industries.

Further, we are and will be subject to covenants contained in agreements governing present and future indebtedness. These covenants include, and will likely include, restrictions on certain payments (including restrictions on distributions to our unitholders), the granting of liens, the incurrence of additional indebtedness, asset sales, transactions with affiliates, and mergers and consolidations. Any failure to comply with these covenants could result in a default under our current credit agreements or debt instruments or future credit agreements.

We may not be able to generate sufficient cash to service all of our indebtedness and may be forced to take other actions to satisfy our debt obligations that may not be successful.

Our ability to satisfy debt obligations will depend upon, among other things:

- our future financial and operating performance, which will be affected by prevailing economic conditions and financial, business, regulatory, and other factors, many of which are beyond our control; and
- our future ability to obtain other financing.

We cannot offer any assurance that our business will generate sufficient cash flow from operations or that we will be able to draw funds under our AB credit facility or otherwise, or from other sources of financing, in an amount sufficient to fund our respective liquidity needs. If cash flows and capital resources are insufficient to service our indebtedness, we could face substantial liquidity problems and may be forced to reduce or delay capital expenditures, sell assets, seek additional capital, restructure or refinance indebtedness, or seek bankruptcy protection. These alternative measures may not be successful and may not permit us to meet scheduled debt service and other obligations. Our ability to restructure or refinance debt will depend on the condition of the capital markets and our financial condition at such time. Any refinancing of debt could be at higher interest rates and may require us to comply with more onerous covenants, which could further restrict business operations, and the terms of existing or future debt agreements may restrict us from adopting some of these alternatives.

Further, our AB credit facility bears interest at variable rates and other debt we incur could likewise be variable-rate debt. If market interest rates increase, variable-rate debt will create higher debt service requirements, which could adversely affect our ability to fund our liquidity needs, capital investments, and distributions to our unitholders. We may enter into agreements limiting our exposure to higher interest rates, but any such agreements may not offer complete protection from this risk.

Mr. Carl C. Icahn exerts significant influence over the Partnership through his controlling ownership of CVR Energy, and his interests may conflict with the interests of the Partnership and our unitholders.

Mr. Carl C. Icahn indirectly controls approximately 71% of the voting power of CVR Energy's common stock and, by virtue of such ownership, is able to control or exert substantial influence over the Partnership through CVR Energy's ownership of our general partner and its sole member, including:

- the election and appointment of directors;
- business strategy and policies;
- mergers or other business combinations;

- acquisition or disposition of assets;
- future issuances of common stock, common units, or other securities;
- incurrence of debt or obtaining other sources of financing; and
- the payment of distributions on our common units.

The existence of a controlling stockholder may have the effect of making it difficult for, or may discourage or delay, a third-party from seeking to acquire a majority of our common units, which may adversely affect the market price of such common units.

Further, Mr. Icahn's interests may not always be consistent with the Partnership's interests or with the interests of our common unitholders. Mr. Icahn and entities controlled by him may also pursue acquisitions or business opportunities in industries in which we compete, and there is no requirement that any additional business opportunities be presented to us. We also have and may in the future enter into transactions to purchase goods or services with affiliates of Mr. Icahn. To the extent that conflicts of interest may arise between us and Mr. Icahn and his affiliates, those conflicts may be resolved in a manner adverse to us and our common unitholders.

Risks Related to Our Limited Partnership Structure

We have a policy to distribute an amount equal to the "available cash" we generate each quarter, which could limit our ability to grow and make acquisitions. However, we may not have sufficient available cash to pay any quarterly distribution on common units or the board of directors of our general partner may elect to distribute less than all of our available cash.

The current policy of the board of directors of our general partner is to distribute an amount equal to the available cash generated by our business each quarter to our common unitholders. As a result of its cash distribution policy, we will likely need to rely primarily upon external financing sources, including commercial bank borrowings and the issuance of debt and equity securities, to fund acquisitions and expansion capital expenditures. We may not have sufficient available cash each quarter to enable the payment of distributions to common unitholders. Furthermore, the partnership agreement does not require us to pay distributions on a quarterly basis or otherwise. As such, the board of directors of our general partner may modify or revoke its cash distribution policy at any time at its discretion, including in such a manner that would result in an elimination of cash distributions regardless of the amount of available cash our business generates.

In addition, because of its distribution policy, our growth, if any, may not be as robust as that of businesses that reinvest their available cash to expand ongoing operations. To the extent we issue additional units in connection with any acquisitions or expansion capital expenditures or as in-kind distributions, current unitholders would experience dilution and the payment of distributions on those additional units may decrease the amount we distribute in respect of its outstanding units. Under our partnership agreement, we are authorized to issue an unlimited number of additional interests without a vote of the common unitholders. The issuance by us of additional common units or other equity interests of equal or senior rank would reduce the proportionate ownership interest of common unitholders immediately prior to the issuance. As a result of the issuance of common units, the following may occur:

- the amount of cash distributions on each common unit may decrease;
- the ratio of our taxable income to distributions may increase;
- the relative voting strength of each previously outstanding common unit will be diminished; and
- the market price of the common units may decline.

In addition, our partnership agreement does not prohibit the issuance by our subsidiaries of equity interests, which may effectively rank senior to the common units. The incurrence of additional commercial borrowings or other debt to finance its growth strategy would result in increased interest expense, which, in turn, would reduce the available cash we have to distribute to unitholders.

Our partnership agreement has limited our general partner's liability, replaces default fiduciary duties, and restricts the remedies available to common unitholders for actions that, without these limitations and reductions, might otherwise constitute breaches of fiduciary duty.

Our partnership agreement limits the liability and replaces the fiduciary duties of our general partner, while also restricting the remedies available to our common unitholders for actions that, without these limitations and reductions, might constitute breaches of fiduciary duty. Delaware partnership law permits such contractual reductions of fiduciary duty. The partnership agreement contains provisions that replace the standards to which our general partner would otherwise be held by state fiduciary duty law. For example:

- The partnership agreement permits our general partner to make a number of decisions in its individual capacity, as opposed to its capacity as general partner. This entitles our general partner to consider only the interests and factors that it desires and means that it has no duty or obligation to give any consideration to any interest of, or factors affecting, any limited partner.
- The partnership agreement provides that our general partner will not have any liability to unitholders for decisions made in its capacity as general partner so long as it acted in good faith, meaning it believed the decision was in our best interest.
- The partnership agreement provides that our general partner and the officers and directors of its general partner will not be liable for monetary damages to common unitholders, including us, for any acts or omissions unless there has been a final and non-appealable judgment entered by a court of competent jurisdiction determining that the general partner or its officers or directors acted in bad faith or engaged in fraud or willful misconduct, or in the case of a criminal matter, acted with knowledge that the conduct was criminal.
- The partnership agreement generally provides that affiliated transactions and resolutions of conflicts of interest not approved by the conflicts committee of the board of directors of its general partner and not involving a vote of unitholders must be on terms no less favorable to us than those generally being provided to or available from unrelated third parties or be “fair and reasonable” to us, as determined by its general partner in good faith, and that, in determining whether a transaction or resolution is “fair and reasonable,” the general partner may consider the totality of the relationships between the parties involved, including other transactions that may be particularly advantageous or beneficial to affiliated parties, including us.
- The partnership agreement provides that in resolving conflicts of interest, it will be presumed that in making its decision, the general partner or its conflicts committee acted in good faith, and in any proceeding brought by or on behalf of any holder of common units, the person bringing or prosecuting such proceeding will have the burden of overcoming such presumption.

By purchasing a common unit, a common unitholder agrees to be bound by the provisions set forth in the partnership agreement, including the provisions described above.

Our general partner, an indirect wholly-owned subsidiary of CVR Energy, has fiduciary duties to CVR Energy and its stockholders, and the interests of CVR Energy and its stockholders may differ significantly from, or conflict with, the interests of our public common unitholders.

Our general partner is responsible for managing us. Although our general partner has fiduciary duties to manage us in a manner that is in our best interests, the fiduciary duties are specifically limited by the express terms of our partnership agreement, and the directors and officers of our general partner also have fiduciary duties to manage our general partner in a manner beneficial to CVR Energy and its stockholders. The interests of CVR Energy and its stockholders may differ from, or conflict with, the interests of our public common unitholders. In resolving these conflicts, our general partner may favor its own interests, the interests of CRLLC, its sole member, or the interests of CVR Energy and holders of CVR Energy’s common stock, including its majority stockholder, an affiliate of Icahn Enterprises L.P., over our interests and those of our common unitholders.

The potential conflicts of interest include, among others, the following:

- Neither our partnership agreement nor any other agreement requires the owners of our general partner, including CVR Energy, to pursue a business strategy that favors us. The affiliates of our general partner, including CVR Energy, have fiduciary duties to make decisions in their own best interests and in the best interest of holders of CVR Energy’s common stock, which may be contrary to our interests. In addition, our general partner is allowed to take into account the interests of parties other than us or our common unitholders, such as its owners or CVR Energy, in resolving conflicts of interest, which has the effect of limiting its fiduciary duty to our common unitholders.
- Our general partner has limited its liability and reduced its fiduciary duties under our partnership agreement and has also restricted the remedies available to our common unitholders for actions that, without the limitations, might

constitute breaches of fiduciary duty. As a result of purchasing common units, common unitholders consent to some actions and conflicts of interest that might otherwise constitute a breach of fiduciary or other duties under applicable state law.

- The board of directors of our general partner determines the amount and timing of asset purchases and sales, capital expenditures, borrowings, repayment of indebtedness, and issuances of additional partnership interests, each of which can affect the amount of cash that is available for distribution to our common unitholders.
- Our partnership agreement does not restrict our general partner from causing us to pay it or its affiliates for any services rendered to us or entering into additional contractual arrangements with any of these entities on our behalf. There is no limitation on the amounts our general partner can cause us to pay it or its affiliates.
- Our general partner controls the enforcement of obligations owed to us by it and its affiliates. In addition, our general partner decides whether to retain separate counsel or others to perform services for us.
- Our general partner determines which costs incurred by it and its affiliates are reimbursable by us.
- Certain of the executive officers of our general partner also serve as executive officers of CVR Energy, and our executive chairman is the chief executive officer of CVR Energy. The executive officers who work for both CVR Energy and our general partner, including our chief financial officer, chief accounting officer, and general counsel, divide their time between our business and the business of CVR Energy. These executive officers will face conflicts of interest from time to time in making decisions which may benefit either us or CVR Energy. Additionally, the compensation of such executive officers is set by CVR Energy, and we have no control over the amount paid to such officers.

CVR Energy has the power to elect all of the members of the board of directors of our general partner. Our general partner has control over all decisions related to our operations. Our public common unitholders do not have an ability to influence any operating decisions and will not be able to prevent us from entering into any transactions. Furthermore, the goals and objectives of CVR Energy, as the indirect owner of our general partner, may not be consistent with those of our public common unitholders. Certain subsidiaries of CVR Energy perform certain corporate services for us, including finance, accounting, legal, information technology, auditing, and cash management activities, and we could be impacted by any failure of those entities to adequately perform these services.

If at any time our general partner and its affiliates own more than 80% of the common units, our general partner will have the right, which it may assign to any of its affiliates or to us, but not the obligation, to acquire all, but not less than all, of the common units held by public common unitholders at a price not less than their then-current market price, as calculated pursuant to the terms of our partnership agreement. As a result, each holder of our common units may be required to sell such holder's common units at an undesirable time or price and may not receive any return on investment. A common unitholder may also incur a tax liability upon a sale of its common units. Our general partner is not obligated to obtain a fairness opinion regarding the value of the common units to be repurchased by it upon exercise of the call right. There is no restriction in our partnership agreement that prevents our general partner from issuing additional common units and then exercising its call right. Our general partner may use its own discretion, free of fiduciary duty restrictions, in determining whether to exercise this right.

Our general partner may transfer its general partner interest in us to a third-party in a merger or in a sale of all or substantially all of its assets without the consent of our common unitholders. Furthermore, there is no restriction in our partnership agreement on the ability of CVR Energy to transfer its equity interest in our general partner to a third-party. The new equity owner of our general partner would then be in a position to replace the board of directors and the officers of our general partner with its own choices and to influence the decisions taken by the board of directors and officers of our general partner. If control of our general partner were transferred to an unrelated third-party, the new owner of the general partner would have no interest in CVR Energy. We rely on the senior management team of CVR Energy and are party to a services agreement pursuant to which CVR Energy provides us with the services of its senior management team. If our general partner were no longer controlled by CVR Energy, CVR Energy could be more likely to terminate the services agreement, which it may do upon 180 days' notice.

As a publicly traded partnership we qualify for certain exemptions from many of the NYSE's corporate governance requirements.

As a publicly traded partnership, we qualify for certain exemptions from the NYSE's corporate governance requirements, which include the requirements that (i) a majority of the board of directors of our general partner consist of independent

directors and (ii) the requirement that the board of directors of our general partner have a nominating/corporate governance committee and compensation committee that are composed entirely of independent directors.

Our general partner's board of directors has not and does not currently intend to establish a nominating/corporate governance committee. Additionally, we could avail ourselves of the additional exemptions available to publicly traded partnerships listed above at any time in the future. Accordingly, common unitholders do not have the same protections afforded to equity holders of companies that are subject to all of the corporate governance requirements of the NYSE.

Our public common unitholders have limited voting rights and are not entitled to elect our general partner or our general partner's directors and do not have sufficient voting power to remove our general partner without CVR Energy's consent.

Unlike the holders of common stock in a corporation, our common unitholders have only limited voting rights on matters affecting our business and, therefore, limited ability to influence management's decisions regarding our business. The board of directors of our general partner, including the independent directors, is chosen entirely by CVR Energy as the indirect owner of the general partner and not by our common unitholders. Unlike publicly traded corporations, we do not hold annual meetings of our common unitholders to elect directors or conduct other matters routinely conducted at annual meetings of stockholders. Furthermore, even if our common unitholders are dissatisfied with the performance of our general partner, they have no practical ability to remove our general partner. As of the date of this Report, CVR Energy indirectly owns approximately 34% of our common units, which means holders of common units other than CVR Energy will not be able to remove the general partner, under any circumstances, without its consent. As a result of these limitations, the price at which the common units will trade could be diminished.

Our partnership agreement restricts common unitholders' voting rights by providing that any units held by a person that owns 20% or more of any class of units then outstanding, other than our general partner, its affiliates, their transferees, and persons who acquired such units with the prior approval of the board of directors of our general partner, may not vote on any matter. Our partnership agreement also contains provisions limiting the ability of common unitholders to call meetings or to acquire information about our operations, as well as other provisions limiting the ability of our common unitholders to influence the manner or direction of management.

Common unitholders may have liability to repay distributions.

In the event that: (i) we make distributions to our common unitholders when our nonrecourse liabilities exceed the sum of (a) the fair market value of our assets not subject to recourse liability and (b) the excess of the fair market value of our assets subject to recourse liability over such liability, or a distribution causes such a result, and (ii) a common unitholder knows at the time of the distribution of such circumstances, such common unitholder will be liable for a period of three years from the time of the impermissible distribution to repay the distribution under Section 17-607 of the Delaware Act.

Likewise, upon the winding up of the partnership, in the event that (i) we do not distribute assets in the following order: (a) to creditors in satisfaction of their liabilities; (b) to partners and former partners in satisfaction of liabilities for distributions owed under our partnership agreement; (c) to partners for the return of their contribution; and finally (d) to the partners in the proportions in which the partners share in distributions; and (ii) a common unitholder knows at the time of such circumstances, then such common unitholder will be liable for a period of three years from the impermissible distribution to repay the distribution under Section 17-807 of the Delaware Act.

Tax Risks Related to Common Unitholders

Our tax treatment depends on our status as a partnership for U.S. federal income tax purposes, and not being subject to a material amount of entity-level taxation. If the IRS were to treat us as a corporation for U.S. federal income tax purposes or we become subject to entity-level taxation for state tax purposes, our cash available for distribution to our common unitholders would be substantially reduced, likely causing a substantial reduction in the value of our common units.

The anticipated after-tax economic benefit of an investment in our common units depends largely on our being treated as a partnership for U.S. federal income tax purposes.

Despite the fact that we are organized as a limited partnership under Delaware law, we would be treated as a corporation for U.S. federal income tax purposes unless we satisfy a "qualifying income" requirement. Based upon our current operations,

we believe we satisfy the qualifying income requirement. Although we have received favorable private letter rulings from the IRS with respect to certain of our operations, no ruling has been or will be requested regarding our treatment as a partnership for U.S. federal income tax purposes. Failing to meet the qualifying income requirement or a change in current law could cause us to be treated as a corporation for U.S. federal income tax purposes or otherwise subject us to taxation as an entity.

If we were to be treated as a corporation for U.S. federal income tax purposes, we would pay U.S. federal income tax on all of our taxable income at the corporate tax rate. Distributions to our common unitholders would generally be taxed again as corporate distributions, and no income, gains, losses, or deductions would flow through to our common unitholders. Because a tax would be imposed upon us as a corporation, our cash available for distribution to our common unitholders would be substantially reduced. Therefore, treatment of us as a corporation would result in a material reduction in the anticipated cash flow and after-tax return to our common unitholders, likely causing a substantial reduction in the value of our common units.

At the state level, several states have been evaluating ways to subject partnerships to entity-level taxation through the imposition of state income, franchise, or other forms of taxation. We currently own assets and conduct business in several states, many of which impose a margin or franchise tax. In the future, we may expand our operations. Imposition of a similar tax on us in other jurisdictions that we may expand to could substantially reduce our cash available for distribution to our common unitholders.

The tax treatment of publicly traded partnerships or an investment in our common units could be subject to potential legislative, judicial or administrative changes or differing interpretations, possibly applied on a retroactive basis.

The present U.S. federal income tax treatment of publicly traded partnerships, including us, or an investment in our common units may be modified by administrative, legislative or judicial changes or differing interpretations at any time. From time to time, members of Congress propose and consider substantive changes to the existing U.S. federal income tax laws that affect publicly traded partnerships. Such change could eliminate the qualifying income exception to the treatment of all publicly traded partnerships as corporations upon which we rely for our treatment as a partnership for U.S. federal income tax purposes.

Any modification to the U.S. federal income tax laws may be applied retroactively and could make it more difficult or impossible for us to meet the exception for certain publicly traded partnerships to be treated as partnerships for U.S. federal income tax purposes. We are unable to predict whether any of these changes or other proposals will ultimately be adopted or enacted. Any similar or future legislative or administrative changes could negatively impact the value of an investment in our common units.

If the IRS makes audit adjustments to our income tax returns for tax years beginning after December 31, 2017, it may assess and collect any taxes (including any applicable penalties and interest) resulting from such audit adjustments directly from us, in which case our cash available for distribution to our common unitholders might be substantially reduced and our current and former common unitholders may be required to indemnify us for any taxes (including any applicable penalties and interest) resulting from such audit adjustments that were paid on such common unitholders' behalf.

For tax years beginning after December 31, 2017, the IRS (and some states) may assess and collect from us taxes (including any applicable penalties and interest) resulting from audit adjustments to our income tax returns. To the extent possible, our general partner may elect to either pay the taxes (including any applicable penalties and interest) directly to the IRS or, if we are eligible, issue a revised information statement to each common unitholder and former common unitholder with respect to an audited and adjusted return. Although our general partner may elect to have our common unitholders and former common unitholders take such audit adjustment into account and pay any resulting taxes (including applicable penalties or interest) in accordance with their interests in us during the tax year under audit, there can be no assurance that such election will be practical, permissible, or effective in all circumstances. As a result, our current common unitholders may bear some or all of the tax liability resulting from such audit adjustment, even if such common unitholders did not own common units in us during the tax year under audit. If, as a result of any such audit adjustment, we are required to make payments of taxes, penalties, and interest, our cash available for distribution to our common unitholders might be substantially reduced and our current and former unitholders may be required to indemnify us for any taxes (including any applicable penalties and interest) resulting from such audit adjustments that were paid on such unitholders behalf.

Our unitholders are required to pay income taxes on their share of our taxable income even if they do not receive any cash distributions from us.

A unitholder's allocable share of our taxable income will be taxable to it, which may require the unitholder to pay federal income taxes and, in some cases, state and local income taxes, even if the unitholder receives no cash distributions or cash distributions from us that are less than the actual tax liability that results from that income. For example, if we sell assets and use the proceeds to repay existing debt or fund capital expenditures, you may be allocated taxable income and gain resulting from the sale, and our cash available for distribution would not increase. Similarly, taking advantage of opportunities to reduce our existing debt, such as debt exchanges, debt repurchases, or modifications of our existing debt could result in "cancellation of indebtedness income" being allocated to our common unitholders as taxable income without any increase in our cash available for distribution. Our common unitholders may not receive cash distributions from us equal to their share of our taxable income or even equal to the actual tax liability that results from that income.

Tax gain or loss on the disposition of our common units could be more or less than expected.

If a common unitholder sells common units, the common unitholder will recognize a gain or loss equal to the difference between the amount realized and that common unitholder's tax basis in those common units. Because distributions in excess of a common unitholder's allocable share of our net taxable income decrease such common unitholder's tax basis in its common units, the amount, if any, of such prior excess distributions with respect to the common units a common unitholder sells will, in effect, become taxable income to a common unitholder if it sells such common units at a price greater than its tax basis in those common units, even if the price such common unitholder receives is less than its original cost for such common units. In addition, because the amount realized includes a common unitholder's share of our nonrecourse liabilities, if a common unitholder sells its common units, a common unitholder may incur a tax liability in excess of the amount of cash received from the sale.

A substantial portion of the amount realized from a common unitholder's sale of our common units, whether or not representing gain, may be taxed as ordinary income to such common unitholder due to potential recapture items, including depreciation recapture. Thus, a common unitholder may recognize both ordinary income and capital loss from the sale of common units if the amount realized on a sale of such common units is less than such common unitholder's adjusted basis in the common units. Net capital loss may only offset capital gains and, in the case of individuals, up to $3,000 of ordinary income per year. In the taxable period in which a common unitholder sells its common units, such common unitholder may recognize ordinary income from our allocations of income and gain to such common unitholder prior to the sale and from recapture items that generally cannot be offset by any capital loss recognized upon the sale of common units.

Common unitholders may be subject to limitation on their ability to deduct interest expense incurred by us.

In general, we are entitled to a deduction for interest paid or accrued on indebtedness properly allocable to our trade or business during our taxable year. However, for taxable years beginning after December 31, 2017, our deduction for "business interest" is limited to the sum of our business interest income and 30% of our "adjusted taxable income." For the purposes of this limitation, our adjusted taxable income is computed without regard to any business interest expense or business interest income, and in the case of taxable years beginning before January 1, 2022, any deduction allowable for depreciation, amortization, or depletion.

***Tax-exempt entities face unique tax issues from owning our common units that may result in adverse tax* consequences to them.**

Investment in our common units by tax-exempt entities, such as employee benefit plans and individual retirement accounts (known as IRAs), raises issues unique to them. For example, virtually all of our income allocated to organizations that are exempt from U.S. federal income tax, including IRAs and other retirement plans, will be unrelated business taxable income and will be taxable to them. Further, with respect to taxable years beginning after December 31, 2017, a tax-exempt entity with more than one unrelated trade or business (including by attribution from investment in a partnership such as ours that is engaged in one or more unrelated trade or business) is required to compute the unrelated business taxable income of such tax-exempt entity separately with respect to each such trade or business (including for purposes of determining any net operating loss deduction). As a result, for years beginning after December 31, 2017, it may not be possible for tax-exempt entities to utilize losses from an investment in our partnership to offset unrelated business taxable income from another unrelated trade or business and vice versa. Tax-exempt entities should consult a tax advisor before investing in our common units.

Non-U.S. common unitholders will be subject to U.S. taxes and withholding with respect to their income and gain from owning our common units.

Non-U.S. common unitholders are generally taxed and subject to income tax filing requirements by the United States on income effectively connected with a U.S. trade or business ("effectively connected income"). Income allocated to our common unitholders and any gain from the sale of our common units will generally be considered to be "effectively connected" with a U.S. trade or business. As a result, distributions to a Non-U.S. common unitholder will be subject to withholding at the highest applicable effective tax rate, and a Non-U.S. common unitholder who sells or otherwise disposes of a common unit will also be subject to U.S. federal income tax on the gain realized from the sale or disposition of that common unit.

The Tax Cuts and Jobs Act imposes a withholding obligation of 10% of the amount realized upon a Non-U.S. common unitholder's sale or exchange of an interest in a partnership that is engaged in a U.S. trade or business. However, due to challenges of administering a withholding obligation applicable to open market trading and other complications, the IRS has temporarily suspended the application of this withholding rule to open market transfers of interest in publicly traded partnerships pending promulgation of regulations or other guidance that resolves the challenges. It is not clear if or when such regulations or other guidance will be issued. Non-U.S. common unitholders should consult a tax advisor before investing in our common units.

We treat each purchaser of our common units as having the same tax benefits without regard to the common units actually purchased. The IRS may challenge this treatment, which could adversely affect the value of our common units.

Because we cannot match transferors and transferees of common units, we have adopted certain methods for allocating depreciation and amortization deductions that may not conform to all aspects of existing Treasury Regulations. A successful IRS challenge to the use of these methods could adversely affect the amount of tax benefits available to our common unitholders. It also could affect the timing of these tax benefits or the amount of gain from any sale of common units and could have a negative impact on the value of our common units or result in audit adjustments to a common unitholder's tax returns.

We generally prorate our items of income, gain, loss, and deduction between transferors and transferees of our common units each month based upon the ownership of our common units on the first day of each month, instead of on the basis of the date a particular unit is transferred. The IRS may challenge this treatment, which could change the allocation of items of income, gain, loss, and deduction among our common unitholders.

We generally prorate our items of income, gain, loss, and deduction between transferors and transferees of our common units each month based upon the ownership of our units on the first day of each month (the "Allocation Date"), instead of on the basis of the date a particular common unit is transferred. Similarly, we generally allocate certain deductions for depreciation of capital additions, gain or loss realized on a sale or other disposition of our assets, and, in the discretion of the general partner, any other extraordinary item of income, gain, loss, or deduction based upon ownership on the Allocation Date. Treasury Regulations allow a similar monthly simplifying convention, but such regulations do not specifically authorize all aspects of our proration method. If the IRS were to challenge our proration method, we may be required to change the allocation of items of income, gain, loss, and deduction among our common unitholders.

A common unitholder whose common units are the subject of a securities loan (e.g., a loan to a "short seller" to cover a short sale of common units) may be considered to have disposed of those common units. If so, such common unitholder would no longer be treated for tax purposes as a partner with respect to those common units during the period of the loan and may recognize gain or loss from the disposition.

Because there are no specific rules governing the U.S. federal income tax consequence of loaning a partnership interest, a common unitholder whose common units are the subject of a securities loan may be considered to have disposed of the loaned common units. In that case, the common unitholder may no longer be treated for tax purposes as a partner with respect to those common units during the period of the loan to the short seller and the common unitholder may recognize gain or loss from such disposition. Moreover, during the period of the loan, any of our income, gain, loss, or deduction with respect to those common units may not be reportable by the common unitholder, and any cash distributions received by the common unitholder as to those common units could be fully taxable as ordinary income. Common unitholders desiring to assure their status as partners and avoid the risk of gain recognition from a securities loan are urged to consult a tax advisor to determine whether it is advisable to modify any applicable brokerage account agreements to prohibit their brokers from borrowing their common units.

We have adopted certain valuation methodologies in determining a unitholder's allocations of income, gain, loss, and deduction. The IRS may challenge these methodologies, which could adversely affect the value of the common units.

In determining the items of income, gain, loss, and deduction allocable to our unitholders, we must routinely determine the fair market value of our assets and allocate any unrealized gain or loss attributable to our assets to the capital accounts of our unitholders. The IRS may challenge our valuation methods and allocations of taxable income, gain, loss and deduction between our general partner and certain of our unitholders.

A successful IRS challenge to these methods or allocations could adversely affect the amount of taxable income or loss being allocated to our unitholders. It also could affect the amount of taxable gain from our unitholders' sale of common units and could have a negative impact on the value of the common units or result in audit adjustments to our unitholders' tax returns without the benefit of additional deductions.

Our common unitholders will likely be subject to state and local taxes, as well as income tax return filing requirements, in jurisdictions where they do not live as a result of investing in our common units.

In addition to U.S. federal income taxes, our common unitholders may be subject to other taxes, including foreign, state, and local taxes, unincorporated business taxes, and estate, inheritance, or intangible taxes that are imposed by the various jurisdictions in which we conduct business or own property now or in the future, even if they do not live in any of those jurisdictions. Our common unitholders will likely be required to file foreign, state, and local income tax returns and pay state and local income taxes in some or all of these various jurisdictions. Further, our common unitholders may be subject to penalties for failure to comply with those requirements. As we make acquisitions or expand our business, we may own or control assets or conduct business in additional states or foreign jurisdictions that impose a personal income tax. It is our common unitholders' responsibility to file all United States federal, foreign, state, and local income tax returns.

Item 1B. *Unresolved Staff Comments*

None.

Item 2. *Properties*

Refer to Item 1, "Facilities" for more information on our core business properties. CVR Energy also leases property for our executive office in Sugar Land, Texas.

Item 3. *Legal Proceedings*

In the ordinary course of business, we may become party to lawsuits, administrative proceedings, and governmental investigations, including environmental, regulatory, and other matters. Large, and sometimes unspecified, damages or penalties may be sought from us in some matters and certain matters may require years to resolve. Although we cannot provide assurance, we believe that an adverse resolution of the matters described below would not have a material impact on our liquidity, consolidated financial position, or consolidated results of operations. Refer to Note 8 ("Commitments and Contingencies") for further discussion on the matters outlined below.

Resolved Matters

In September 2018, the Kansas Court of Appeals upheld property tax determinations by the Kansas Board of Tax Appeals in connection with Partnership's dispute with Montgomery County, Kansas (the "County") over prior year property tax payments. On October 29, 2018, the County petitioned the Kansas Supreme Court to review the Court of Appeals' determination. Subsequent briefs were filed by the Partnership and the County. In April 2019, Coffeyville Resources Nitrogen Fertilizers, LLC ("CRNF") and the County executed an agreement which the County agrees to withdraw its petition to the Kansas Supreme Court and CRNF is expected to recover $7.9 million through favorable property tax assessments from 2019 through 2028, subject to the terms of the settlement agreement.

Item 4. *Mine Safety Disclosures.*

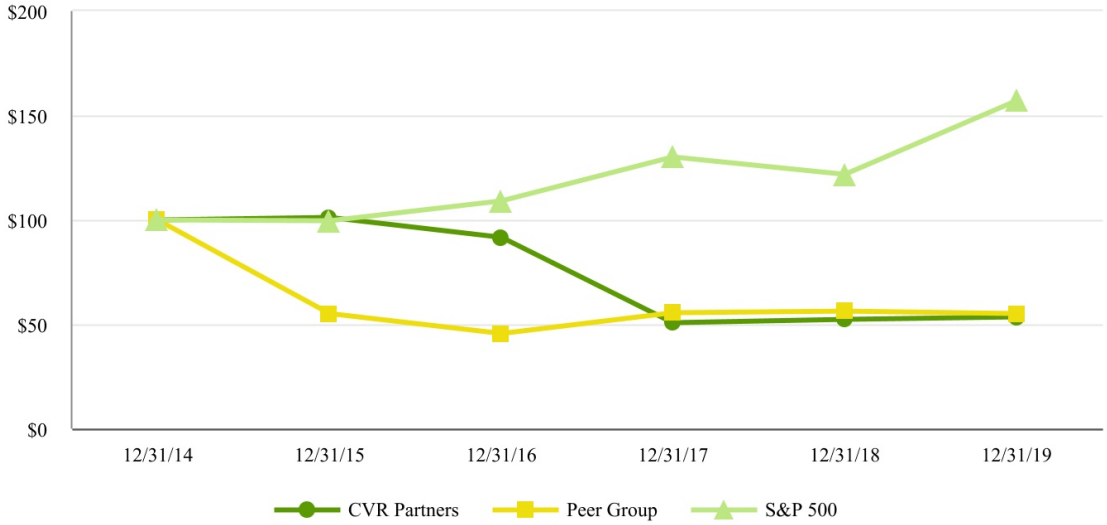
Not applicable.

PART II

Item 5. *Market for Registrant's Common Equity, Related Unitholder Matters and Issuer Purchases of Equity Securities*

Performance Graph

The performance graph below compares the cumulative total return of the Partnership's common units to (a) the cumulative total return of the S&P 500 Composite Index and (b) a composite peer group ("Peer Group") consisting of The Mosaic Company, CF Industries Holdings, Inc., Intrepid Potash, Inc., and Arcadia Biosciences, Inc. The graph assumes that the value of the investment in common unit and each index was $100 on December 31, 2014 and that all distributions were reinvested. Investment is weighted on the basis of market capitalization.



The unit price performance shown on the graph is not necessarily indicative of future price performance. Information used in the graph was obtained from Yahoo! Finance (finance.yahoo.com). The performance graph above is furnished and not filed for purposes of the Securities Act and the Exchange Act. The performance graph is not soliciting material subject to Regulation 14A.

Market Information

CVR Partners' common units are listed under the symbol "UAN" on the New York Stock Exchange.

Purchases of Equity Securities by the Issuer

The Partnership did not repurchase any common units during the fiscal year ended December 31, 2019.

Equity Compensation Plan

The CVR Partners Long-Term Incentive Plan ("LTIP") provides for the grant of options, unit appreciation rights, distribution equivalent rights, restricted units, phantom units and other unit-based awards, each in respect of common units. Individuals who are eligible to receive awards under the CVR Partners LTIP include employees, officers, consultants and directors of CVR Partners and the general partner and their respective subsidiaries and parents. A maximum of 5,000,000 common units are issuable under the CVR Partners LTIP.

The table below contains information about securities authorized for issuance under the CVR Partners LTIP as of December 31, 2019.

Plan Category	Number of Securities to be Issued Upon Exercise of Outstanding Options, Warrants, and Rights	Weighted-Average Exercise Price of Outstanding Options, Warrants and Rights	Number of Securities Remaining Available for Future Issuance Under Equity Compensation Plans
Equity compensation plans approved by security holders:			
CVR Partners, LP Long-Term Incentive Plan	—	—	4,820,215 (1)
Equity compensation plans not approved by security holders:			
None	—	—	
Total	—	—	4,820,215

(1) Represents units that remain available for future issuance pursuant to the CVR Partners LTIP in connection with awards of options, unit appreciation rights, distribution equivalent rights, restricted units, and phantom units.

Item 6. *Selected Financial Data*

The following table sets forth certain selected consolidated financial data as of and for each year in the five-year period ended December 31, 2019. The selected consolidated financial information presented below has been derived from the Partnership's historical consolidated financial statements. The following table should be read in conjunction with management's discussion and analysis in Item 7 and the consolidated financial statements and related notes thereto in Item 8.

	Year Ended December 31,				
(in thousands)	**2019**	**2018**	**2017**	**2016**	**2015**
Statements of Operations					
Net sales	**$ 404,177**	351,082	330,802	356,284	289,194
Net (loss) income	**(34,969)**	(50,027)	(72,788)	(26,938)	62,042
Net (loss) income per common unit – basic and diluted	**$ (0.31)**	$ (0.44)	$ (0.64)	$ (0.26)	$ 0.85
Distribution declared, per common unit	**0.40**	—	0.02	0.44	1.11
Weighted-average common units outstanding:					
Basic	**113,283**	113,283	113,283	103,299	73,123
Diluted	**113,283**	113,283	113,283	103,299	73,131

	December 31,				
(in thousands)	**2019**	**2018**	**2017**	**2016**	**2015**
Balance Sheet					
Cash and cash equivalents	**$ 36,994**	$ 61,776	$ 49,173	$ 55,595	$ 49,967
Total assets	**1,137,955**	1,254,388	1,234,276	1,312,217	536,482
Long-term debt, net of current portion	**632,406**	628,989	625,904	623,107	124,773
Total liabilities	**718,411**	754,562	684,423	687,311	150,930
Total partners' capital	**419,544**	499,826	549,853	624,907	385,552

Item 7. *Management's Discussion and Analysis of Financial Condition and Results of Operations*

The following discussion and analysis of our financial condition, results of operations and cash flow should be read in conjunction with our consolidated financial statements and related notes and with the statistical information and financial data included elsewhere in this Report. References to CVR Partners, the Partnership, "we", "us", and "our" may refer to consolidated subsidiaries of CVR Partners or one or both of the facilities, as the context may require.

This discussion and analysis generally discusses the years ended December 31, 2019 and 2018 and year-to-year comparisons between such periods. The discussions of the year ended December 31, 2017 and year-to-year comparisons between the years ended December 31, 2018 and 2017 that are not included in this Annual Report on Form 10-K can be found in "Management's Discussion and Analysis of Financial Condition and Results of Operations" in Part II, Item 7 of the Partnership's Annual Report on Form 10-K for the fiscal year ended December 31, 2018 filed on February 21, 2019, and such discussions are incorporated by reference into this Report.

Strategy and Goals

Mission and Core Values

Our mission is to be a top tier North American nitrogen-based fertilizer company as measured by safe and reliable operations, superior performance and profitable growth. The foundation of how we operate is built on five core values:

- *Safety* - We always put safety first. The protection of our employees, contractors, and communities is paramount. We have an unwavering commitment to safety above all else. If it's not safe, then we don't do it.

- *Environment* - We care for our environment. Complying with all regulations and minimizing any environmental impact from our operations is essential. We understand our obligation to the environment and that it's our duty to protect it.

- *Integrity* - We require high business ethics. We comply with the law and practice sound corporate governance. We only conduct business one way—the right way with integrity.

- *Corporate Citizenship* - We are proud members of the communities where we operate. We are good neighbors and know that it's a privilege we can't take for granted. We seek to make a positive economic and social impact through our financial donations and the contributions of time, knowledge, and talent of our employees to the places where we live and work.

- *Continuous Improvement* - We believe in both individual and team success. We foster accountability under a performance-driven culture that supports creative thinking, teamwork, and personal development so that employees can realize their maximum potential. We use defined work practices for consistency, efficiency, and to create value across the organization.

Our core values are driven by our people, inform the way we do business each and every day, and enhance our ability to accomplish our mission and related strategic objectives.

Strategic Objectives

We have outlined the following strategic objectives to drive the accomplishment of our mission:

Safety - We aim to achieve continuous improvement in all environmental, health, and safety areas through ensuring our people's commitment to environmental, health, and safety comes first, the refinement of existing policies, continuous training, and enhanced monitoring procedures.

Reliability - Our goal is to achieve industry-leading utilization rates at both of our facilities through safe and reliable operations. We are focusing on improvements in day-to-day plant operations, identifying alternative sources for plant inputs to reduce lost time due to third-party operational constraints, and optimizing our commercial and marketing functions to maintain plant operations at their highest level.

Market Capture - We continuously evaluate opportunities to improve the facilities' realized pricing at the gate and reduce variable costs incurred in production to maximize our capture of market opportunities.

Financial Discipline - We strive to be as efficient as possible by maintaining low operating costs and disciplined deployment of capital.

Achievements

We successfully executed a number of achievements in support of our strategic objectives shown above through the date of this filing:

	Safety	Reliability	Market Capture	Financial Discipline
Achieved year over year decreases in process safety and environmental events of 75% and 64%, respectively.	ü			
Safely completed the East Dubuque turnaround.	ü	ü		
Maintained high asset reliability and utilization at both facilities through the fourth quarter of 2019 (adjusted for turnaround at East Dubuque).	ü	ü		ü
Achieved monthly record ammonia production volumes at the East Dubuque nitrogen fertilizer facility for December 2019.			ü	
Paid cash distributions of 40 cents per unit in 2019.				ü
Approved Urea reliability/expansion project at Coffeyville.		ü		

Industry Factors and Market Conditions

Within our business, earnings and cash flows from operations are primarily affected by the relationship between nitrogen fertilizer product prices, utilization rates, and operating costs and expenses, including pet coke and natural gas feedstock costs.

The price at which nitrogen fertilizer products are ultimately sold depends on numerous factors, including the global supply and demand for nitrogen fertilizer products which, in turn, depends on, among other factors, world grain demand and production levels, changes in world population, the cost and availability of fertilizer transportation infrastructure, weather conditions, the availability of imports, and the extent of government intervention in agriculture markets.

Nitrogen fertilizer prices are also affected by local factors, including local market conditions and the operating levels of competing facilities. An expansion or upgrade of competitors' facilities, new facility development, political and economic developments, and other factors are likely to continue to play an important role in nitrogen fertilizer industry economics. These factors can impact, among other things, the level of inventories in the market, resulting in price volatility and a reduction in product margins. Moreover, the industry typically experiences seasonal fluctuations in demand for nitrogen fertilizer products.

2019 Market Conditions

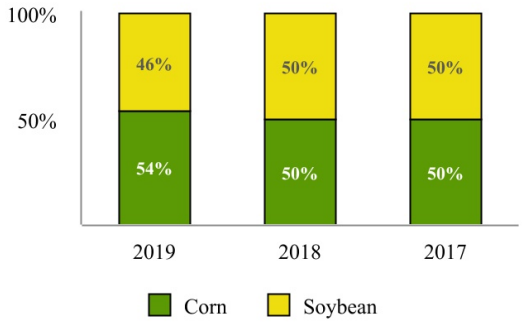
While there is risk of short-term volatility given the inherent nature of the commodity cycle, the Partnership believes the long-term fundamentals for the U.S. nitrogen fertilizer industry remain intact. The Partnership views the anticipated combination of (i) increasing global population, (ii) decreasing arable land per capita, (iii) continued evolution to more protein-based diets in developing countries, (iv) sustained use of corn as feedstock for the domestic production of ethanol, and (v) positioning at the lower end of the global cost curve should continue to provide a solid foundation for nitrogen fertilizer producers in the U.S. over the longer term.

During 2019, weather significantly impacted the demand for UAN and ammonia due to lack of extended dry conditions required for planting, caused by excessive rain delaying planting of corn and soybean crops. However, as a result of this delay, there was additional demand for UAN and ammonia due to the catch up from the late start to the 2019 application season, but the fall season also had excessive moisture, which limited the ability to apply nitrogen. Consistent with the past 18 months, customers have been purchasing fertilizers more ratably and the expectations that harvest will be later than normal has led customers to stage their buying. Weather (i.e., heavy rains, flooding, etc.) is going to dictate the timing of harvest and the available window for ammonia application.

Corn and soybean are two major crops planted by farmers in North America. Corn crops result in the depletion of the amount of nitrogen and ammonia within the soil in which it is grown, which in turn, results in the need for these nutrients to be replenished after each growing cycle. Unlike corn, soybean is able to obtain its own nitrogen through a process known as “N fixation”. As such, upon the harvesting of soybean, the soil retains a certain amount of nitrogen which results in lower demand for nitrogen for the following corn planting cycle. Due to these factors, nitrogen fertilizer consumers generally operate a balanced corn-soybean rotational planting cycle as, evident through the chart presented below for 2018 and 2017. Due to the significant weather conditions discussed above, the 2019 planting cycle relied more heavily on corn planting to obtain sufficient crop harvests, which slightly adjusted this balance.

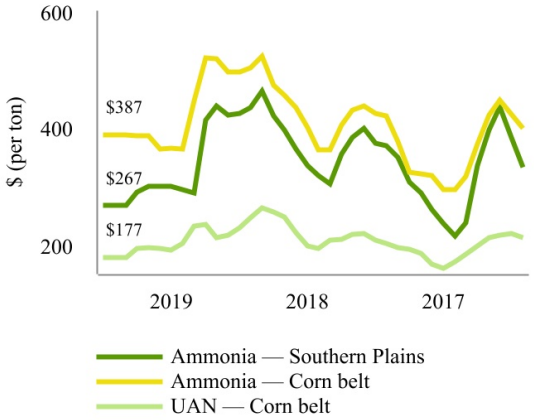
The relationship between the total acres planted for both corn and soybean has a direct impact on the overall demand for UAN and ammonia products. As the number of “corn” acres increases, the market and demand for UAN and ammonia also increases. Correspondingly, as the number of “soybean” acres increases, the market and demand for UAN and ammonia decreases.

Corn and Soybean Grown Acres (1)

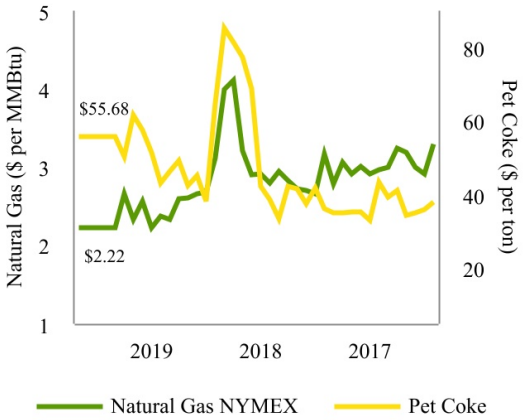


The tables below show relevant market indicators by month through December 31, 2019:

Ammonia and UAN Market Pricing (2)



Natural Gas and Pet Coke Market Pricing (2)



(1) Information used within this chart was obtained from the United States Department of Agriculture, National Agricultural Statistics Service.
(2) Information used within these charts was obtained from various third-party sources including Green Markets (a Bloomberg Company), Pace Petroleum Coke Quarterly, and the U.S. Energy Information Administration (“EIA”), amongst others.

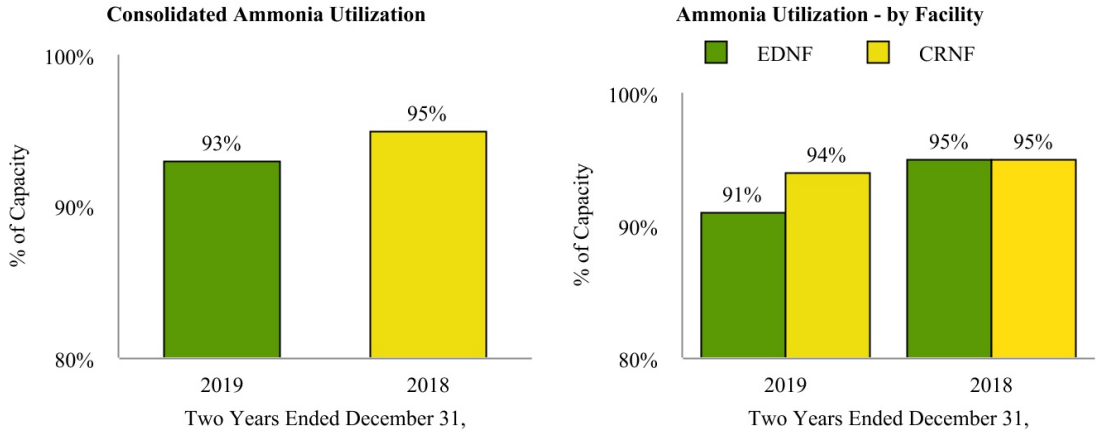
Results of Operations

The following should be read in conjunction with the information outlined in the previous sections of this Part II, Item 7, the financial statements, and related notes thereto in Part II, Item 8 of this Report.

The tables presented summarize our ammonia utilization rates on a consolidated basis and at each of our facilities. Utilization is an important measure used by management to assess operational output at each of the Partnership's facilities. Utilization is calculated as actual tons produced divided by capacity adjusted for planned maintenance and turnarounds.

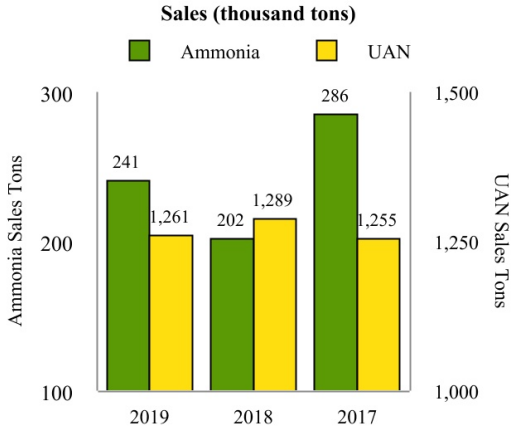
The presentation of our utilization is on a two-year rolling average which takes into account the impact of our planned and unplanned outages on any specific period. We believe the two-year rolling average is a more useful presentation of the long-term utilization performance of our facilities.

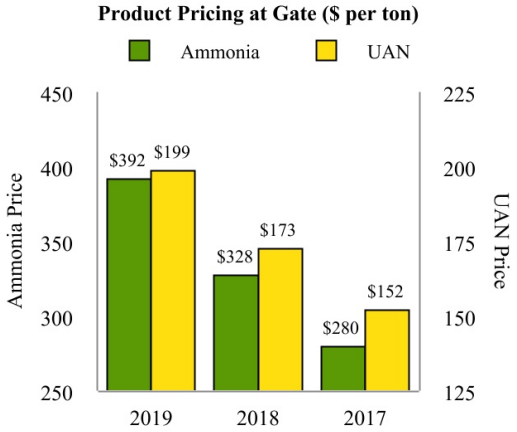
Utilization is presented solely on ammonia production rather than each nitrogen product as it provides a comparative baseline against industry peers and eliminates the disparity of facility configurations for upgrade of ammonia into other nitrogen products. With efforts primarily focused on ammonia upgrade capabilities, we believe this measure provides a meaningful view of how well we operate.



On a consolidated basis, utilization decreased 2% to 93% for the two years ended December 31, 2019 compared to the two years ended December 31, 2018. This decrease was primarily a result of ammonia storage capacity constraints at the East Dubuque Facility in the first quarter of 2019 due to inclement weather impacting customers' ability to apply ammonia and the turnaround at the East Dubuque Facility in the fourth quarter of 2019.

Sales and Pricing per Ton - Two of our key operating metrics are total sales for ammonia and UAN along with the product pricing per ton realized at the gate. Product pricing at the gate represents net sales less freight revenue divided by product sales volume in tons and is shown in order to provide a pricing measure that is comparable across the fertilizer industry.





Production Volumes - Gross tons produced for ammonia represent the total ammonia produced, including ammonia produced, that was upgraded into other fertilizer products. Net tons available for sale represent the ammonia available for sale that was not upgraded into other fertilizer products. The table below presents these metrics for the years ended December 31, 2019, 2018, and 2017:

	Year Ended December 31,		
(in thousands of tons)	**2019**	**2018**	**2017**
Ammonia (gross produced)	**766**	794	815
Ammonia (net available for sale)	**223**	246	268
UAN	**1,255**	1,276	1,268

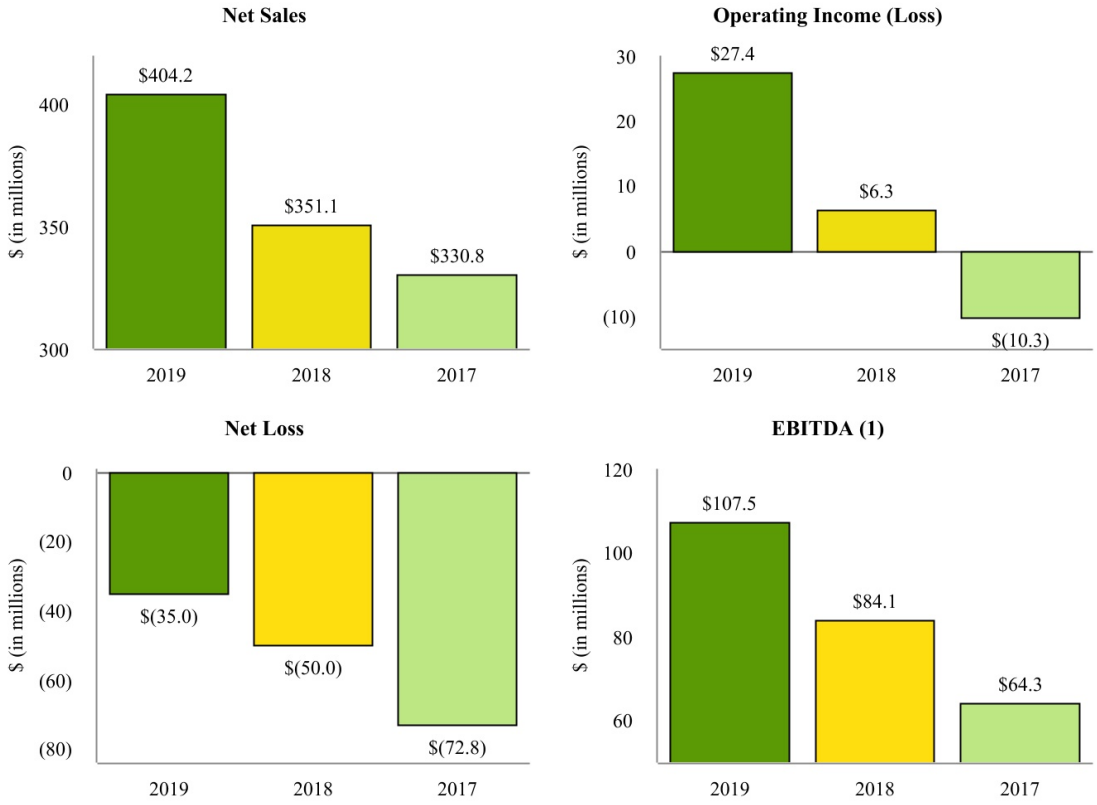
Feedstock - Our Coffeyville Facility utilizes a pet coke gasification process to produce nitrogen fertilizer. Our East Dubuque Facility uses natural gas in its production of ammonia. The table below presents these feedstocks for both facilities for the years ended December 31, 2019, 2018, and 2017:

	Year Ended December 31,		
	2019	**2018**	**2017**
Petroleum coke used in production (thousand tons)	**535**	463	488
Petroleum coke (dollars per ton)	**$ 37.47**	$ 28.41	$ 16.56
Natural gas used in production (thousands of MMBtu) (1)	**6,856**	7,933	7,620
Natural gas used in production (dollars per MMBtu) (1)	**$ 2.88**	$ 3.28	$ 3.24
Natural gas cost of materials and other (thousands of MMBtu) (1)	**6,961**	7,122	8,052
Natural gas cost of materials and other (dollars per MMBtu) (1)	**$ 3.08**	$ 3.15	$ 3.26

(1) The feedstock natural gas shown above does not include natural gas used for fuel. The cost of fuel natural gas is included in Direct operating expenses (exclusive of depreciation and amortization).

Financial Highlights

Overview - For the year ended December 31, 2019, the Partnership's operating income and net loss were $27.4 million and $35.0 million, a $21.1 million increase and $15.0 million decrease, respectively, over the year ended December 31, 2018 driven primarily by increased sales volumes and pricing.



(1) See “Non-GAAP Reconciliations” section below for reconciliations of the non-GAAP measures shown below.

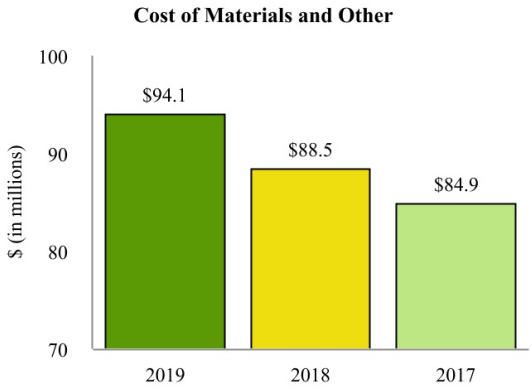
Net Sales - Net sales increased by $53.1 million to $404.2 million for the year ended December 31, 2019 compared to the year ended December 31, 2018. This increase was primarily due to favorable pricing conditions which contributed $49.1 million in higher revenues coupled with increased sales volumes contributing $7.8 million as compared to the year ended December 31, 2018. The increase in net sales was partially offset by a $3.2 million decrease in Urea sales. For the years ended December 31, 2019 and 2018, net sales included $33.4 million and $33.6 million in freight revenue, respectively, and $7.6 million and $8.3 million in other revenue, respectively.

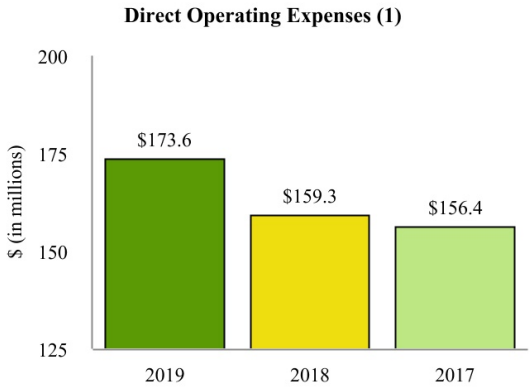
The following table demonstrates the impact of changes in sales volumes and pricing for the primary components of net sales, excluding freight, for the year ended December 31, 2019 as compared to the year ended December 31, 2018:

(in thousands)	Price Variance	Volume Variance
UAN	$ 33,602	$ (4,867)
Ammonia	15,498	12,714

The increase in UAN and ammonia sales pricing for the year ended December 31, 2019 compared to the year ended December 31, 2018 was primarily attributable to a shift in the timing of demand from the fourth quarter of 2018 to the second quarter of 2019, as customers delayed receipt of nitrogen products due to continued inclement weather. As a result, customer demand for ammonia increased in the second quarter of 2019 as customers attempted to make up for the missed application. In addition, the aforementioned ammonia application coupled with freezing temperatures and flooding throughout the Midwest and Southern Plains in 2019 shifted the demand for ammonia, resulting in increased sales volumes for the year ended December

31, 2019 compared to the year ended December 31, 2018. A decrease in Urea sales of $3.2 million for the year ended December 31, 2019 compared to the year ended December 31, 2018 was a result of the turnaround at our East Dubuque Facility.

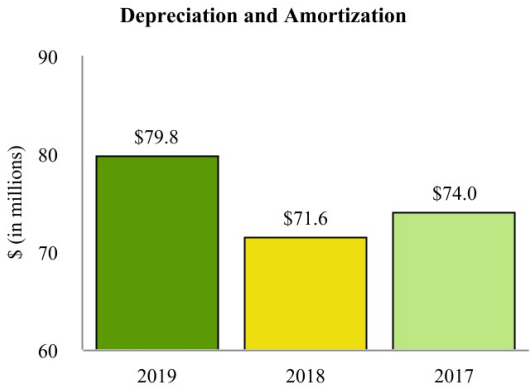


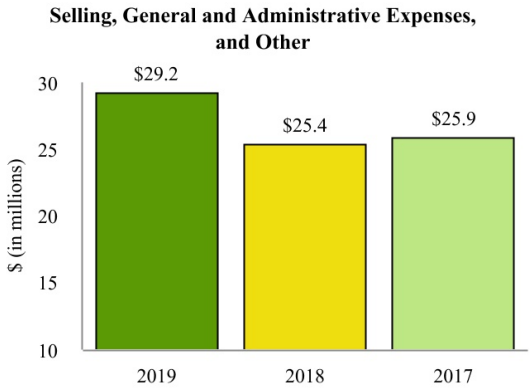


(1) Exclusive of depreciation and amortization expense.

Cost of Materials and Other - Cost of materials and other for the year ended December 31, 2019 was $94.1 million, compared to $88.5 million for the year ended December 31, 2018. The $5.6 million increase was comprised primarily of a $4.9 million increase in pet coke costs at our Coffeyville Facility and a $5.6 million increase related to a draw in our ammonia and UAN inventories, partially offset by decreased natural gas costs at our East Dubuque facility contributing $5.4 million.

Direct Operating Expenses (exclusive of depreciation and amortization) - For the year ended December 31, 2019, direct operating expenses (exclusive of depreciation and amortization) were $173.6 million as compared to $159.3 million for the year ended December 31, 2018. The $14.3 million increase was primarily due to increased turnaround costs of $3.4 million, increased repairs and maintenance costs of $0.9 million, and an inventory draw contributing $9.6 million.





Depreciation and Amortization Expense - Depreciation and amortization expense increased $8.2 million for the year ended December 31, 2019 compared to the year ended December 31, 2018, as a result of accelerated depreciation of certain assets, coupled with additions to property, plant, and equipment during the current year.

Selling, General, and Administrative Expenses, and Other - Selling, general and administrative expenses and other increased approximately $3.8 million for the year ended December 31, 2019 compared to the year ended December 31, 2018. The increase was primarily related to asset write offs in the period contributing $3.0 million, coupled with increased personnel costs contributing $1.0 million.

Non-GAAP Measures

Our management uses certain non-GAAP performance measures, and reconciliations to those measures, to evaluate current and past performance and prospects for the future to supplement our GAAP financial information presented in accordance with U.S. GAAP. These non-GAAP financial measures are important factors in assessing our operating results and profitability and include the performance and liquidity measures defined below.

The following are non-GAAP measures presented for the period ended December 31, 2019.

EBITDA - Net income (loss) before (i) interest expense, net, (ii) income tax expense (benefit) and (iii) depreciation and amortization expense.

Adjusted EBITDA - EBITDA adjusted to exclude turnaround expense which management believes is material to an investor's understanding of the Partnership's underlying operating results.

Reconciliation of Net Cash Provided By Operating Activities to EBITDA - Net cash provided by operating activities reduced by (i) interest expenses, net, (ii) income tax expense (benefit), (iii) change in working capital, and (iv) other non-cash adjustments.

Available Cash for Distribution - Adjusted EBITDA reduced for cash reserves established by the board of directors of our general partner for (i) debt service, (ii) maintenance capital expenditures, (iii) turnaround expenses and, to the extent applicable, (iv) reserves for future operating or capital needs that the board of directors of our general partner deems necessary or appropriate, if any, in its sole discretion. Available cash for distribution may be increased by the release of previously established cash reserves, if any, and other excess cash, at the discretion of the board of directors of our general partner.

We present these measures because we believe they may help investors, analysts, lenders, and ratings agencies analyze our results of operations and liquidity in conjunction with our U.S. GAAP results, including, but not limited to, our operating performance as compared to other publicly traded companies in the fertilizer industry, without regard to historical cost basis or financing methods, and our ability to incur and service debt and fund capital expenditures. Non-GAAP measures have important limitations as analytical tools, because they exclude some, but not all, items that affect net earnings and operating income. These measures should not be considered substitutes for their most directly comparable U.S. GAAP financial measures. Refer to the "*Non-GAAP Reconciliations*" included herein for reconciliation of these amounts. Due to rounding, numbers presented within this section may not add or equal to numbers or totals presented elsewhere within this document.

Factors Affecting Comparability of Our Financial Results

Our historical results of operations for the periods presented may not be comparable with prior periods or to our results of operations in the future for the reasons discussed below.

Major Scheduled Turnaround Activities

Overall, results are negatively impacted due to lost production during downtime that result in lost sales and certain reduced variable expenses included in Cost of materials and other and Direct operating expenses (exclusive of depreciation and amortization). The effects of the planned, full facility turnarounds completed during the years ended December 31, 2019, 2018, and 2017, exclusive of the impacts due to lost production during the turnaround downtime, are shown below:

Facility	Related Period	Turnaround Downtime	Turnaround Expense (in thousands)	Estimated Lost Production (in tons of Ammonia)
East Dubuque	2019 - 3rd/4th Quarter	32 days	$ 9,842	33,706
Coffeyville	2018 - 2nd Quarter	15 days	6,399	21,450
East Dubuque	2017 - 3rd Quarter	14 days	2,585	15,050

Insurance Recovery

During the fourth quarter of 2018, the Partnership recognized a $6.1 million business interruption insurance recovery associated with an outage at the Coffeyville Facility during 2017. The recovery is recorded in Other income, net.

Unplanned Downtime

During 2017, the Coffeyville Facility's third-party air separation unit experienced a shut down. Paired with this shut down and subsequent operational challenges, the Coffeyville Facility experienced unplanned UAN downtime of 11 days during the second quarter of 2017. Additionally, during the fourth quarter of 2017, the East Dubuque Facility experienced unplanned downtime totaling 12 days.

Non-GAAP Reconciliations

Reconciliation of Net Loss to EBITDA and Adjusted EBITDA

	Year Ended December 31,		
(in thousands)	**2019**	**2018**	**2017**
Net loss	**$ (34,969)**	$ (50,027)	$ (72,788)
Add:			
Interest expense, net	**62,636**	62,588	62,845
Income tax (benefit) expense	**(18)**	(46)	220
Depreciation and amortization	**79,839**	71,575	73,986
EBITDA	**$ 107,488**	$ 84,090	$ 64,263
Add:			
Turnaround expenses	**9,842**	6,399	2,585
Adjusted EBITDA	**$ 117,330**	$ 90,489	$ 66,848

Reconciliation of Net Cash Provided By Operating Activities to EBITDA

	Year Ended December 31,		
(in thousands)	**2019**	**2018**	**2017**
Net cash provided by operating activities	**$ 39,157**	$ 32,234	$ 10,400
Adjustments:			
Interest expense, net	**62,636**	62,588	62,845
Income tax expense (benefit)	**(18)**	(46)	220
Change in assets and liabilities	**16,216**	(2,256)	(640)
Other non-cash adjustments	**(10,503)**	(8,430)	(8,562)
EBITDA	**$ 107,488**	$ 84,090	$ 64,263

Reconciliation of Adjusted EBITDA to Available Cash for Distribution

(in thousands)	Year Ended December 31, 2019	2018	2017
Adjusted EBITDA	**$ 117,330**	$ 90,489	$ 66,848
Current reserves for amounts related to:			
Debt service	**(59,997)**	(59,372)	(59,849)
Maintenance capital expenditures	**(18,247)**	(14,870)	(14,089)
Turnaround expenses	**(9,842)**	(6,404)	(2,585)
Other:			
Future cash reserves	**(28,000)**	—	—
Release of previously established cash reserves	**25,433**	—	—
Available cash for distribution (1) (2)	**$ 26,677**	$ 9,843	$ (9,675)
Common units outstanding	**113,283**	113,283	113,283

(1) Amount represents the cumulative available cash based on full year results. However, available cash for distribution is calculated quarterly, with distributions (if any) being paid in the period following declaration.

(2) The Partnership declared and paid cash distributions of $0.28 per common unit related to the first three quarters of 2019 for a total of $31.7 million. No distributions were declared for the fourth quarter of 2019.

Liquidity and Capital Resources

Our principal source of liquidity has historically been cash from operations, which can include cash advances from customers resulting from prepay contracts. Our principal uses of cash are for working capital, capital expenditures, funding our debt service obligations, and paying distributions to our unitholders, as further discussed below.

We believe that our cash from operations and existing cash and cash equivalents, along with borrowings, as necessary, under the AB Credit Facility (defined below), will be sufficient to satisfy anticipated cash requirements associated with our existing operations for at least the next 12 months. However, our future capital expenditures and other cash requirements could be higher than we currently expect as a result of various factors. Additionally, our ability to generate sufficient cash from our operating activities and secure additional financing depends on our future performance, which is subject to general economic, political, financial, competitive, and other factors, some of which may be beyond our control.

Depending on the needs of our business, contractual limitations, and market conditions, we may from time to time seek to issue equity securities, incur additional debt, issue debt securities, or otherwise refinance our existing debt. There can be no assurance that we will seek to do any of the foregoing or that we will be able to do any of the foregoing on terms acceptable to us or at all.

Cash and Other Liquidity

As of December 31, 2019, we had cash and cash equivalents of $37.0 million, including $9.1 million of customer advances. Combined with $49.8 million available under our AB Credit Facility less $25.0 million in cash included in our borrowing base, we had total liquidity of $61.8 million as of December 31, 2019. As of December 31, 2018, we had $61.8 million in cash and cash equivalents, including $23.7 million of customer advances.

(in thousands)	December 31, 2019	2018
9.25% Senior Secured Notes due 2023	**$ 645,000**	$ 645,000
6.50% Senior Notes due 2021	**2,240**	2,240
Unamortized discount and debt issuance costs	**(14,834)**	(18,251)
Total debt	**$ 632,406**	$ 628,989

The Partnership has a 9.25% Senior Secured Notes due 2023, 6.50% Senior Notes due 2021, and an AB Credit Facility, the proceeds of which may be used to fund working capital, capital expenditures, and for other general corporate purposes. Refer to Note 5 (“Long-Term Debt”) for further discussion.

The Partnership was in compliance with all applicable covenants as of December 31, 2019. Refer to Note 5 (“Long-Term Debt”) in Part II, Item 8 for further information.

Capital Spending

We divide the capital spending needs into two categories: maintenance and growth. Maintenance capital spending includes non-discretionary maintenance projects and projects required to comply with environmental, health, and safety regulations. Growth capital projects generally involve an expansion of existing capacity and/or a reduction in direct operating expenses. We undertake growth capital spending based on the expected return on incremental capital employed. Our total capital expenditures for the years ended December 31, 2019 and 2018, along with our estimated expenditures for 2020 are as follows:

	Year Ended December 31,		Estimated
(in thousands)	2019	2018	2020
Maintenance capital	**$ 18,247**	$ 16,252	$19,000 - 21,000
Growth capital	**2,027**	2,523	4,000 - 6,000
Total capital expenditures	**$ 20,274**	$ 18,775	$23,000 - 27,000

Our estimated capital expenditures are subject to change due to unanticipated changes in the cost, scope, and completion time for capital projects. For example, we may experience increases/decreases in labor or equipment costs necessary to comply with government regulations or to complete projects that sustain or improve the profitability of the nitrogen fertilizer plants. We may also accelerate or defer some capital expenditures from time to time. Capital spending is determined by the board of directors of the Partnership’s general partner.

Distributions to Unitholders

The current policy of the board of directors of the Partnership’s general partner is to distribute all Available Cash the Partnership generated on a quarterly basis. Available Cash for each quarter will be determined by the board of directors of the Partnership’s general partner following the end of such quarter. Available Cash for each quarter is calculated as Adjusted EBITDA reduced for cash needed for (i) debt service, (ii) maintenance capital expenditures, (iii) turnaround expenses, and, to the extent applicable, (iv) reserves for future operating or capital needs that the board of directors of our general partner deems necessary or appropriate, if any, in its sole discretion. Available Cash for distribution may be increased by the release of previously established cash reserves, if any, and other excess cash, at the discretion of the board of directors of our general partner.

The following table presents distributions paid by the Partnership to CVR Partners’ unitholders, including amounts paid to CVR Energy, as of December 31, 2019.

			Distributions Paid (in thousands)		
Related Period	Date Paid	Distribution Per Common Unit	Public Unitholders	CVR Energy	Total
2018 - 4th Quarter	March 11, 2019	$ 0.12	$ 8,924	$ 4,670	$ 13,594
2019 - 1st Quarter	May 13, 2019	0.07	5,205	2,724	7,929
2019 - 2nd Quarter	August 12, 2019	0.14	10,411	5,449	15,860
2019 - 3rd Quarter	November 11, 2019	0.07	5,205	2,724	7,930
Total distributions		$ 0.40	$ 29,745	$ 15,567	$ 45,313

Distributions, if any, including the payment, amount, and timing thereof, are subject to change at the discretion of the board of directors of CVR Partners’ general partner. No distributions were declared for the fourth quarter of 2019.

The Partnership did not pay distributions during the year ended December 31, 2018, while during the year ended December 31, 2017, it paid a distribution of $0.02 per common unit, or $2.3 million. Of this distribution, CVR Energy received $0.8 million.

Cash Flows

The following table sets forth our cash flows for the periods indicated below:

(in thousands)	Year Ended December 31, 2019	2018	2017
Net cash flow provided by (used in):			
Operating activities	**$ 39,157**	$ 32,234	$ 10,400
Investing activities	**(18,529)**	(19,631)	(14,556)
Financing activities	**(45,410)**	—	(2,266)
Net (decrease) increase in cash and cash equivalents	**$ (24,782)**	$ 12,603	$ (6,422)

Operating Activities

The change in net cash flows from operating activities for the year ended December 31, 2019 as compared to the year ended December 31, 2018 is primarily due to improved operating results, excluding non-cash items, of $25.4 million, partially offset by unfavorable changes in working capital of $17.6 million, and unfavorable changes in non-current assets and liabilities of $0.9 million.

Investing Activities

Net cash used in investing activities for the year ended December 31, 2019 was $18.5 million compared to $19.6 million for the year ended December 31, 2018. This decrease in cash used is largely attributed to decreased capital expenditures of $1.1 million in 2019.

Financing Activities

Net cash used in financing activities was $45.4 million for the year ended December 31, 2019 compared to $0 for the year ended December 31, 2018. This decrease is primarily due to distributions of $45.3 million from the Partnership to unitholders in 2019 compared to no cash distributions paid in 2018.

Long-Term Commitments

In addition to long-term debt, we are required to make payments relating to various types of obligations. The following table summarizes our minimum payments as of December 31, 2019 relating to contractual obligations and other commercial commitments for the five-year period following December 31, 2019 and thereafter.

(in thousands)	Payments Due by Period 2020	2021	2022	2023	2024	Thereafter	Total
Contractual Obligations							
Long-term debt (1)	$ —	$ 2,240	$ —	$ 645,000	$ —	$ —	$ 647,240
Operating leases (2)	4,019	3,467	3,026	1,163	486	162	12,323
Finance lease obligations (3)	107	107	—	—	—	—	214
Unconditional purchase obligations (4)	14,005	8,384	7,757	5,715	4,988	39,070	79,919
Interest payments (5)	59,998	59,853	59,663	29,831	—	—	209,345
Total contractual obligations	$ 78,129	$ 74,051	$ 70,446	$ 681,709	$ 5,474	$ 39,232	$ 949,041

(1) Consists of the 2021 Notes and 2023 Notes as of December 31, 2019.
(2) CVR Partners leases railcars, real estate, and other assets.
(3) The amount includes commitments under finance lease arrangements for real estate.
(4) The amount includes (a) natural gas supply agreement, (b) utility service agreement, (c) product supply agreement and (d) pet coke supply agreement as further discussed in Note 8 (“Commitments and Contingencies”) and Note 9 (“Related Party Transactions”).
(5) Interest payments for our long-term debt outstanding as of December 31, 2019 and commitment fees on the unutilized commitments of the AB Credit Facility.

Off-Balance Sheet Arrangements

We do not have any "off-balance sheet arrangements" as such term is defined within the rules and regulations of the SEC.

Recent Accounting Pronouncements

Refer to Note 2 ("Summary of Significant Accounting Policies") in Part II, Item 8 for a discussion of recent accounting pronouncements applicable to the Partnership.

Critical Accounting Policies

We prepare our consolidated financial statements in accordance with GAAP. In order to apply these principles, management must make judgments, assumptions, and estimates based on the best available information at the time. Actual results may differ based on the accuracy of the information utilized and subsequent events. Our critical accounting policies, listed below, could materially affect the amounts recorded in our consolidated financial statements.

- Allocation of shared-based compensation and certain personnel costs;
- Goodwill impairment;
- Impairment of long-lived assets;
- Lease standard adopted by the Partnership for ASC 842, *Leases*; and
- Revenue recognition in accordance with ASC 606, *Revenue from Contracts with Customers*.

Refer to Note 2 ("Summary of Significant Accounting Policies") in Part II, Item 8 for a discussion of these and other accounting policies.

Item 7A. *Quantitative and Qualitative Disclosures About Market Risk*

Commodity Price Risk

We are exposed to significant market risk due to potential changes in prices for fertilizer products and natural gas. Natural gas is the primary raw material used in the production of various nitrogen-based products manufactured at our East Dubuque Facility. We have commitments to purchase natural gas for use in our East Dubuque Facility at the spot market and through short-term, fixed supply, fixed price, and index price purchase contracts. Natural gas prices have fluctuated during the last decade, increasing substantially in 2008 and subsequently declining to the current lower pricing levels.

In the normal course of business, we produce nitrogen-based fertilizer products throughout the year to supply the needs of our customers during the high-delivery-volume spring and fall seasons. The value of fertilizer product inventory is subject to market risk due to fluctuations in the relevant commodity prices. Prices of nitrogen fertilizer products can be volatile. We believe that market prices of nitrogen products are affected by changes in grain prices and demand, natural gas prices, and other factors. In the opinion of our management, there is no derivative financial instrument that correlates effectively with, and has a trading volume sufficient to hedge, our firm commitments and forecasted commodity sales transactions.

Item 8. *Financial Statements and Supplementary Data*

Report of Independent Registered Public Accounting Firm
The Board of Directors of CVR GP, LLC
The Unitholders of CVR Partners, LP
The General Partner of CVR Partners, LP:

Opinion on the financial statements

We have audited the accompanying consolidated balance sheets of CVR Partners, LP (a Delaware limited partnership) and subsidiaries (the "Partnership") as of December 31, 2019 and 2018, the related consolidated statements of operations, partners' capital, and cash flows for each of the three years in the period ended December 31, 2019, and the related notes (collectively referred to as the "financial statements"). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Partnership as of December 31, 2019 and 2018, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2019, in conformity with accounting principles generally accepted in the United States of America.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) ("PCAOB"), the Partnership's internal control over financial reporting as of December 31, 2019, based on criteria established in the 2013 *Internal Control-Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission ("COSO"), and our report dated February 20, 2020 expressed an unqualified opinion.

Basis for opinion

These financial statements are the responsibility of the Partnership's management. Our responsibility is to express an opinion on the Partnership's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Partnership in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

/s/ GRANT THORNTON LLP

We have served as the Partnership's auditor since 2013.

Houston, Texas
February 20, 2020

Report of Independent Registered Public Accounting Firm

The Board of Directors of CVR GP, LLC
The Unitholders of CVR Partners, LP
The General Partner of CVR Partners, LP:

Opinion on internal control over financial reporting

We have audited the internal control over financial reporting of CVR Partners, LP (a Delaware limited partnership) and subsidiaries (the "Partnership") as of December 31, 2019, based on criteria established in the 2013 *Internal Control-Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission ("COSO"). In our opinion, the Partnership maintained, in all material respects, effective internal control over financial reporting as of December 31, 2019, based on criteria established in the 2013 *Internal Control-Integrated Framework* issued by COSO.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) ("PCAOB"), the consolidated financial statements of the Partnership as of and for the year ended December 31, 2019, and our report dated February 20, 2020 expressed an unqualified opinion on those financial statements.

Basis for opinion

The Partnership's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying *Management's Report on Internal Control Over Financial Reporting*. Our responsibility is to express an opinion on the Partnership's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Partnership in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and limitations of internal control over financial reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ GRANT THORNTON LLP

Houston, Texas
February 20, 2020

CVR Partners, LP and Subsidiaries
CONSOLIDATED BALANCE SHEETS

(in thousands)	December 31, 2019	December 31, 2018
ASSETS		
Current assets:		
Cash and cash equivalents	**$ 36,994**	$ 61,776
Accounts receivable	**34,264**	61,662
Inventories	**53,930**	63,554
Prepaid expenses and other current assets	**5,406**	6,989
Total current assets	**130,594**	193,981
Property, plant, and equipment, net	**951,959**	1,015,240
Goodwill	**40,969**	40,969
Other long-term assets	**14,433**	4,198
Total assets	**$ 1,137,955**	$ 1,254,388
LIABILITIES AND PARTNERS' CAPITAL		
Current liabilities:		
Accounts payable	**$ 21,069**	$ 26,789
Accounts payable to Affiliates	**2,578**	2,976
Other current liabilities	**24,043**	24,066
Deferred revenue	**27,841**	68,804
Total current liabilities	**75,531**	122,635
Long-term liabilities:		
Long-term debt, net of current portion	**632,406**	628,989
Other long-term liabilities	**10,474**	2,938
Total long-term liabilities	**642,880**	631,927
Commitments and contingencies (See Note 8)		
Partners' capital:		
Common unitholders, 113,282,973 units issued and outstanding as of December 31, 2019 and 2018, respectively	**419,543**	499,825
General partner interest	**1**	1
Total partners' capital	**419,544**	499,826
Total liabilities and partners' capital	**$ 1,137,955**	$ 1,254,388

The accompanying notes are an integral part of these consolidated financial statements.

CVR Partners, LP and Subsidiaries
CONSOLIDATED STATEMENTS OF OPERATIONS

(in thousands, except per unit data)	Year Ended December 31, 2019	2018	2017
Net sales	**$ 404,177**	$ 351,082	$ 330,802
Operating costs and expenses:			
Cost of materials and other	**94,103**	88,461	84,874
Direct operating expenses (exclusive of depreciation and amortization)	**173,629**	159,319	156,357
Depreciation and amortization	**79,839**	71,575	73,986
Cost of sales	**347,571**	319,355	315,217
Selling, general and administrative expenses	**25,829**	25,023	25,630
Loss on asset disposals	**3,397**	390	233
Operating income (loss)	**27,380**	6,314	(10,278)
Other income (expense):			
Interest expense, net	**(62,636)**	(62,588)	(62,845)
Other income, net	**269**	6,201	555
Loss before income taxes	**(34,987)**	(50,073)	(72,568)
Income tax (benefit) expense	**(18)**	(46)	220
Net loss	**$ (34,969)**	$ (50,027)	$ (72,788)
Net loss per common unit - basic and diluted	**$ (0.31)**	$ (0.44)	$ (0.64)
Distributions declared and paid per common unit	**0.40**	—	0.02
Weighted-average common units outstanding:			
Basic and Diluted	**113,283**	113,283	113,283

The accompanying notes are an integral part of these consolidated financial statements.

CVR Partners, LP and Subsidiaries

CONSOLIDATED STATEMENTS OF PARTNERS' CAPITAL

(in thousands, except unit data)	Common Units		General Partner Interest	Total Partners' Capital
	Issued	Amount		
Balance at December 31, 2016	113,282,973	$ 624,906	$ 1	$ 624,907
Cash distributions to common unitholders – Affiliates	—	(778)	—	(778)
Cash distributions to common unitholders – Non-affiliates	—	(1,488)	—	(1,488)
Net loss	—	(72,788)	—	(72,788)
Balance at December 31, 2017	113,282,973	549,852	1	549,853
Net loss	—	(50,027)	—	(50,027)
Balance at December 31, 2018	113,282,973	499,825	1	499,826
Cash distributions to common unitholders – Affiliates	**—**	**(15,568)**	**—**	**(15,568)**
Cash distributions to common unitholders – Non-affiliates	**—**	**(29,745)**	**—**	**(29,745)**
Net loss	**—**	**(34,969)**	**—**	**(34,969)**
Balance at December 31, 2019	**113,282,973**	**$ 419,543**	**$ 1**	**$ 419,544**

The accompanying notes are an integral part of these consolidated financial statements.

CVR Partners, LP and Subsidiaries
CONSOLIDATED STATEMENTS OF CASH FLOWS

(in thousands)	Year Ended December 31, 2019	2018	2017
Cash flows from operating activities:			
Net loss	**$ (34,969)**	$ (50,027)	$ (72,788)
Adjustments to reconcile net loss to net cash provided by operating activities:			
Depreciation and amortization	**79,839**	71,575	73,986
Amortization of deferred financing costs and original issue discount	**3,666**	3,333	3,046
Loss on asset disposals	**3,397**	390	70
Share-based compensation	**3,445**	3,017	3,021
Other adjustments	**(5)**	1,690	2,425
Changes in assets and liabilities:			
Accounts receivable	**936**	(6,698)	4,087
Inventories	**9,914**	(8,670)	59
Prepaid expenses and other current assets	**1,582**	(1,196)	1,052
Accounts payable	**(8,077)**	5,215	(2,315)
Deferred revenue	**(14,575)**	10,828	904
Accrued expenses and other current liabilities	**(6,542)**	1,367	(4,969)
Other long-term assets and liabilities	**546**	1,410	1,822
Net cash provided by operating activities	**39,157**	32,234	10,400
Cash flows from investing activities:			
Capital expenditures	**(18,656)**	(19,806)	(14,556)
Proceeds from the sale of assets	**127**	175	—
Net cash used in investing activities	**(18,529)**	(19,631)	(14,556)
Cash flows from financing activities:			
Cash distributions to common unitholders – Affiliates	**(15,568)**	—	(778)
Cash distribution to common unitholders – Non-affiliates	**(29,745)**	—	(1,488)
Other financing activities	**(97)**	—	—
Net cash used in financing activities	**(45,410)**	—	(2,266)
Net (decrease) increase in cash and cash equivalents	**(24,782)**	12,603	(6,422)
Cash and cash equivalents, beginning of period	**61,776**	49,173	55,595
Cash and cash equivalents, end of period	**$ 36,994**	$ 61,776	$ 49,173

The accompanying notes are an integral part of these consolidated financial statements.

CVR Partners, LP and Subsidiaries
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(1) Organization and Nature of Business

CVR Partners, LP (referred to as "CVR Partners" or the "Partnership") is a Delaware limited partnership formed by CVR Energy, Inc. (together with its subsidiaries, but excluding the Partnership and its subsidiaries, "CVR Energy") to own, operate, and grow its nitrogen fertilizer business. The Partnership produces nitrogen fertilizer products at two manufacturing facilities, which are located in Coffeyville, Kansas (the "Coffeyville Facility") and East Dubuque, Illinois (the "East Dubuque Facility"). As used in these financial statements, references to CVR Partners, the Partnership, "we", "us", and "our" may refer to consolidated subsidiaries of CVR Partners or one or both of the facilities, as the context may require.

Both facilities manufacture ammonia and are able to further upgrade to other nitrogen fertilizer products, principally urea ammonium nitrate ("UAN"). Nitrogen fertilizer is used by farmers to improve the yield and quality of their crops, primarily corn and wheat. The Partnership's product sales are sold on a wholesale basis in the United States of America.

As of December 31, 2019 and 2018, public security holders held approximately 66% of the Partnership's outstanding limited partner interests and Coffeyville Resources, LLC ("CRLLC"), a wholly-owned subsidiary of CVR Energy, held approximately 34% of the Partnership's outstanding limited partner interests and 100% of the general partner interest held by CVR GP, LLC ("CVR GP" or the "general partner"). As of both December 31, 2019 and 2018, Icahn Enterprises L.P. ("IEP") and its affiliates owned approximately 71% of the shares of CVR Energy.

Management and Operations

The Partnership, including CVR GP, also is party to a number of agreements with CVR Energy and its subsidiaries, including CVR GP, to manage certain business relations between the Partnership and the other parties thereto. The various rights and responsibilities of the Partnership's partners are set forth in the Partnership's limited partnership agreement and, as applicable, those agreements with CVR Energy. CVR GP manages and operates the Partnership via a combination of the general partner's senior management team and CVR Energy's senior management team pursuant to a services agreement among CVR Energy, CVR GP, and the Partnership. See Note 9 ("Related Party Transactions") for further discussion. Common unitholders have limited voting rights on matters affecting the Partnership and have no right to elect the general partner's directors on an annual or continuing basis.

Subsequent Events

The Partnership evaluated subsequent events, if any, that would require an adjustment to the Partnership's consolidated financial statements or require disclosure in the notes to the consolidated financial statements through the date of issuance of the consolidated financial statements. Where applicable, the notes to these consolidated financial statements have been updated to discuss all significant subsequent events which have occurred.

(2) Summary of Significant Accounting Policies

Principles of Consolidation

The accompanying Partnership consolidated financial statements, prepared in accordance with U.S. generally accepted accounting principles ("GAAP") and in accordance with the rules and regulations of the Securities and Exchange Commission ("SEC"), include the accounts of CVR Partners and its wholly-owned subsidiaries. All intercompany accounts and transactions have been eliminated.

Reclassifications

Certain reclassifications have been made within the consolidated financial statements for the years ended December 31, 2018 and 2017 to conform with current presentation.

Use of Estimates

We prepare our consolidated financial statements in conformity with GAAP, which requires management to make estimates and assumptions that affect the reported amounts and disclosure of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. We review our estimates on an ongoing basis, based on currently available information. Changes in facts and circumstances may result in revised estimates and actual results could differ from those estimates.

Cash and Cash Equivalents

Cash and cash equivalents include cash on hand and on deposit, investments in highly liquid money market accounts, and debt instruments with original maturities of three months or less.

Accounts Receivable

Our receivables primarily consist of customer accounts receivable recorded at the invoiced amounts and generally do not bear interest. Also included within Accounts Receivable are unbilled fixed price contracts which is further discussed within Note 6 (“Revenue”).

Allowances for doubtful accounts are generally recorded when it becomes probable the receivable will not be collected and is booked to bad debt expense. The largest concentration of credit for any one customer was approximately 18% and 25%, respectively, of the accounts receivable balance at December 31, 2019 and 2018.

Inventories

Inventories consist of fertilizer products which are valued at the lower of first-in, first-out (“FIFO”) cost, or net realizable value. Inventories also include raw materials (primarily gauze, natural gas, and pet coke) and parts and supplies that are valued at the lower of moving-average cost, which approximates FIFO, or net realizable value. The cost of inventories includes inbound freight costs.

Inventories consisted of the following:

	December 31,	
(in thousands)	**2019**	**2018**
Finished goods	**$ 17,612**	$ 25,136
Raw materials	**243**	439
Parts, supplies and other	**36,075**	37,979
Total Inventories	**$ 53,930**	$ 63,554

At December 31, 2019 and 2018, inventories included depreciation of approximately $4.5 million and $5.7 million, respectively.

Property, Plant and Equipment

Additions to property, plant and equipment, including capitalized interest and certain costs allocable to construction and property purchases, are recorded at cost. Expenditures for improvements that increase economic benefit or returns and/or extend useful life are capitalized. Depreciation is computed using the straight-line method over the estimated useful lives of the various classes of depreciable assets. The lives used in computing depreciation for significant asset classes are as follows:

Asset	**Range of Useful Lives, in Years**
Land and improvements	15 to 30
Buildings and improvements	20 to 30
Automotive equipment	5 to 15
Machinery and equipment	5 to 30
Other	5 to 30

Property, plant and equipment consisted of the following:

(in thousands)	December 31, 2019	December 31, 2018
Machinery and equipment	**$ 1,378,651**	$ 1,362,965
Buildings and improvements	**17,221**	17,116
Automotive equipment	**16,691**	16,773
Land and improvements	**14,075**	13,250
Construction in progress	**5,198**	15,126
Other	**1,752**	2,753
	1,433,588	1,427,983
Less: Accumulated depreciation	**481,629**	412,743
Total Property, plant and equipment, net	**$ 951,959**	$ 1,015,240

Leasehold improvements and assets held under finance leases are depreciated or amortized on the straight-line method over the shorter of the contractual lease term or the estimated useful life of the asset. Expenditures for routine maintenance and repair costs are expensed when incurred. Such expenses are reported in Direct operating expenses (exclusive of depreciation and amortization) in the Partnership's Consolidated Statements of Operations.

Leases

At inception, the Partnership determines whether an arrangement is a lease and the appropriate lease classification. Operating leases are included as operating lease right-of-use ("ROU") assets within Other long-term assets and lease liabilities within Other current liabilities and Other long-term liabilities on our Consolidated Balance Sheets. Finance leases are included as ROU finance leases within Property, plant, and equipment, net, and finance lease liabilities within Other current liabilities and Long-term debt, net of current portion on our Consolidated Balance Sheets. Leases with an initial expected term of 12 months or less are considered short-term and are not recorded on our Consolidated Balance Sheets. The Partnership recognizes lease expense for these leases on a straight-line basis over the expected lease term.

ROU assets represent the Partnership's right to use an underlying asset for the lease term, and lease liabilities represent the obligation to make lease payments arising from the lease. ROU assets and liabilities are recognized at the commencement date based on the present value of minimum lease payments over the lease term. The lease term is modified to reflect options to extend or terminate the lease when it is reasonably certain we will exercise such option. The depreciable life of assets and leasehold improvements is limited by the expected lease term, unless there is a transfer of title or purchase option reasonably certain of exercise, in which case the depreciation policy in the "Property, Plant and Equipment" section above is applicable. The periodic lease payments are treated as payments of the lease obligation and interest is recorded as interest expense. See "Recent Accounting Pronouncements - Adoption of Lease Standard" within this Note for a further discussion on the impacts of adopting the lease standard.

Impairment of Long-Lived Assets

The Partnership reviews long-lived assets (excluding goodwill, intangible assets with indefinite lives, and deferred tax assets) for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to estimated undiscounted future net cash flows expected to be generated by the asset. If the carrying amount of an asset exceeds its estimated undiscounted future net cash flows, an impairment charge is recognized for the amount by which the carrying amount of the asset exceeds its fair value. Assets to be disposed of are reported at the lower of their carrying value or fair value less cost to sell.

Goodwill represents the excess of the cost of an acquired entity over the fair value of the assets acquired less liabilities assumed. Goodwill is not amortized but is tested for impairment annually or more frequently if events or changes in circumstances indicate the asset might be impaired. The Partnership uses November 1 of each year as its annual valuation date for its goodwill impairment test.

The Partnership performed its annual impairment review of goodwill for 2019, 2018, and 2017 and concluded there were no impairments. For the period ended December 31, 2019, the Partnership determined there were no events or circumstances which would trigger the performance of a quantitative analysis after reviewing all qualitative factors impacting the reporting unit including improved market conditions, financial results, and financial forecasts from those used in the fair value analysis at December 31, 2018. For the periods ended December 31, 2018 and 2017, the fair value of the Coffeyville reporting unit exceeded its carrying value by approximately 36% and 12%, respectively, based upon the results of the Partnership's goodwill impairment test.

Deferred Financing Costs

Lender and other third-party costs associated with debt issuances are deferred and amortized to interest expense and other financing costs using the effective-interest method over the life of the debt. Deferred financing costs related to line-of-credit arrangements are amortized using the straight-line method through the termination date of the facility. The deferred financing costs are included, net, within long-term debt and in other long-term assets for the line-of-credit arrangements where no debt balance exists.

Loss Contingencies

In the ordinary course of business, CVR Partners may become party to lawsuits, administrative proceedings, and governmental investigations, including environmental, regulatory, and other matters. The outcome of these matters cannot always be predicted accurately, but the Partnership accrues liabilities for these matters if the Partnership has determined that it is probable a loss has been incurred and the loss can be reasonably estimated.

Environmental, Health & Safety ("EHS") Matters

The Partnership is subject to various stringent federal, state, and local environmental, health, and safety rules and regulations. Liabilities related to future remediation costs of past environmental contamination of properties are recognized when the related costs are considered probable and can be reasonably estimated. Estimates of these costs are based upon currently available facts, internal and third-party assessments of contamination, available remediation technology, site-specific costs, and currently enacted laws and regulations. In reporting environmental liabilities, no offset is made for potential recoveries. Loss contingency accruals, including those for environmental remediation, are subject to revision as further information develops or circumstances change and such accruals can take into account the legal liability of other parties. Management periodically reviews and, as appropriate, revises its environmental accruals. Environmental expenditures for capital assets are capitalized at the time of the expenditure when such costs provide future economic benefits. As of December 31, 2019 and 2018, no liabilities have been recognized for environmental remediation matters as no matters have been identified that are considered to be probable or estimable.

Revenue Recognition

We recognize revenue based on consideration specified in contracts or agreements with customers when we satisfy our performance obligations by transferring control over products or services to a customer. The adoption of ASC 606 resulted in the recognition of deferred revenue and related receivables, on a gross basis, associated with contracts that guarantee a price and supply of nitrogen fertilizer products in quantities expected to be delivered in the normal course of business.

Other accounting policies relevant to revenue include:

- Excise and other taxes collected from customers and remitted to governmental authorities are excluded from reported revenues;
- Revenue transactions that pass control at customers' designated facilities;
- Non-monetary product exchanges which are entered into in the normal course of business are included on a net cost basis in operating expenses on the Consolidated Statements of Operations; and
- Pass-through finished goods delivery costs reimbursed by customers are reported in net sales, while an offsetting expense is included in cost of materials and other.

Other considerations - Excise and other taxes collected from customers and remitted to governmental authorities are excluded from reported revenues.

Cost Classifications

Cost of materials and other consist primarily of freight and distribution expenses, feedstock expenses, purchased ammonia, and purchased hydrogen. Direct operating expenses (exclusive of depreciation and amortization) consist primarily of energy and other utility costs, direct costs of labor, property taxes, plant-related maintenance services, including turnaround, and environmental and safety compliance costs, as well as catalyst and chemical costs. Each of these financial statement line items are also impacted by changes in inventory balances. Direct operating expenses also include allocated share-based compensation from CVR Energy and its subsidiaries, as discussed in Note 7 (“Share-Based Compensation”). Selling, general and administrative expenses consist primarily of legal expenses, treasury, accounting, marketing, human resources, information technology, and maintaining the corporate and administrative offices in Texas and Kansas.

Turnaround Expenses

The direct-expense method of accounting is used for turnaround activities. Turnarounds represent major maintenance activities that require for the shutdown of significant parts of a plant to perform necessary inspection, cleaning, repairs, and replacements of assets. Planned turnaround activities for the nitrogen facilities generally occur every two to three years. Costs associated with these turnaround activities were included in Direct operating expenses (exclusive of depreciation and amortization) in the Consolidated Statements of Operations. Costs incurred for routine repairs and maintenance or unplanned outages at the two facilities are expensed as incurred. During the years ended December 31, 2019, 2018, and 2017, the Nitrogen Fertilizer Segment incurred turnaround expenses of $9.8 million, $6.4 million, and $2.6 million, respectively.

Share-Based Compensation

The Company accounts for share-based compensation in accordance with ASC Topic 718, *Compensation — Stock Compensation* (“ASC 718”). Currently, all of the Company’s share-based compensation awards are liability-classified and are measured at fair value at the end of each reporting period based on the applicable closing unit price. Compensation expense will fluctuate based on changes in the applicable unit price value and expense reversals resulting from employee terminations prior to award vesting. See Note 7 (“Share-Based Compensation”) for further discussion.

Income Taxes

CVR Partners accounts for income taxes utilizing the asset and liability approach. Under this method, deferred tax assets and liabilities are recognized for the anticipated future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax basis. Deferred amounts are measured using enacted tax rates expected to apply to taxable income in the year those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date.

Allocation of Costs

CVR Energy and its subsidiaries provide a variety of services to the Partnership, including employee benefits provided through CVR Energy’s benefit plans, administrative services provided by CVR Energy’s employees and management, insurance, and office space leased by CVR Energy. As such, the accompanying consolidated financial statements include costs that have been incurred by CVR Energy on behalf of the Partnership. These amounts incurred by CVR Energy are then billed or allocated to the Partnership and are classified on the Consolidated Statements of Operations as either Direct operating expenses (exclusive of depreciation and amortization) or as Selling, general and administrative expenses. See Note 9 (“Related Party Transactions”) for a detailed discussion of the billing procedures and the basis for calculating the charges for specific products and services.

Recent Accounting Pronouncements - Adoption of Lease Standard

In February 2016, the Financial Accounting Standards Board (“FASB”) issued Accounting Standard Update (“ASU”) No. 2016-02, “Leases” (“ASU 2016-02”), creating a new topic, FASB ASC Topic 842, “Leases” (“Topic 842”), which supersedes lease requirements in FASB ASC Topic 840, “Leases.” The new standard revises accounting for operating leases by a lessee, among other changes, and requires a lessee to recognize a liability related to future lease payments and a right-of-use (“ROU”) asset representing its right to use the underlying asset for the lease term on the balance sheet.

We adopted Topic 842 as of January 1, 2019, electing the option to apply the transition provisions at the adoption date instead of the earliest comparative period presented in the financial statements. In connection with the adoption of Topic 842, we made the following elections:

- Only ROU assets and the related lease liabilities for leases with an initial term greater than one year were and will be recognized;
- The accounting treatment for existing land easements was carried forward;
- Lease and non-lease components were not, and will not, be bifurcated for all of the Partnership's asset groups; and
- The portfolio approach was, and will continue to be, used in the selection of the discount rate used to calculate minimum lease payments and the related ROU asset and operating lease liability amounts.

The adoption of Topic 842 on January 1, 2019 incrementally impacted the Partnership's condensed consolidated balance sheet as of that date. The following table presents the financial statement line items impacted by the Partnership's adoption of Topic 842.

(in thousands)	December 31, 2018 As Stated	Effect of Adoption of Topic 842		January 1, 2019 As Adjusted
Current assets:				
Prepaid expenses and other current assets	$ 6,989	$ (2,650)	(1)	$ 4,339
Total currents assets	193,981	(2,650)		191,331
Other long-term assets	4,198	16,923	(2)	21,121
Total assets	$ 1,254,388	$ 14,273		$ 1,268,661
Current liabilities:				
Other current liabilities	$ 24,066	$ 3,462	(3)	$ 27,528
Total current liabilities	122,635	3,462		126,097
Long-term liabilities:				
Other long-term liabilities	2,938	10,811	(3)	13,749
Total long-term liabilities	631,927	10,811		642,738
Equity:				
Total liabilities and partners' capital	$ 1,254,388	$ 14,273		$ 1,268,661

(1) Represents lease prepayments reclassified to ROU assets.
(2) Represents recognition of initial ROU assets for operating leases, including the reclassification of certain lease prepayments.
(3) Represents the initial recognition of lease liabilities.

Recent Accounting Pronouncements - Adoption of Internal-Use Software Standard

In August 2018, the FASB issued ASU 2018-15, Intangibles-Goodwill and Other-Internal-Use Software (Subtopic 350-40). This ASU better aligns the requirements for capitalizing implementation costs incurred in a hosting arrangement that's also a service contract with the requirements for capitalizing implementation costs incurred to develop or obtain internal-use software. Effective January 1, 2019, we adopted this ASU and chose to apply the prospective approach for all implementation costs incurred after the date of adoption. We evaluated the effects of adopting this new accounting guidance and concluded it did not have a material impact on the Partnership's consolidated financial position or results of operations.

Recent Accounting Pronouncements - New Accounting Standards Issued But Not Yet Implemented

In June 2016, the FASB issued ASU 2016-13, Financial Instruments - Credit Losses (Topic 326). The ASU replaces the incurred loss model with a current expected credit loss model for more timely recognition of expected impairment losses for most financial assets and certain other instruments that are not measured at fair value through net income. Effective January 1, 2020, we adopted this ASU and evaluated the effects of adopting this new accounting guidance. The adoption will not have a material impact on the Partnership's consolidated financial position or results of operations.

In August 2018, the FASB issued ASU 2018-13, Fair Value Measurement (Topic 820). The ASU eliminates such disclosures as the amount of and reasons for transfers between Level 1 and Level 2 of the fair value hierarchy. Certain disclosures are required to be applied on a retrospective basis and others on a prospective basis. Effective January 1, 2020, we adopted this ASU and evaluated the effects of adopting this new accounting guidance. The adoption will not have a material impact on the Partnership's disclosures.

(3) Leases

Lease Overview

We lease railcars and certain facilities to support the Partnership's operations. Most leases include one or more options to renew, with renewal terms that can extend the lease term from one to 20 years or more. The exercise of lease renewal options is at our sole discretion. Certain leases also include options to purchase the leased property. The depreciable life of assets and leasehold improvements are limited by the expected lease term, unless there is a transfer of title or purchase option reasonably certain of exercise. Certain of our lease agreements include rental payments which are adjusted periodically for factors such as inflation. Our lease agreements do not contain any material residual value guarantees or material restrictive covenants. Additionally, we do not have any material lessor or sub-leasing arrangements.

Effect of Initial Adoption of New Lease Standard - January 1, 2019

ROU Assets. Upon initial recognition, our ROU assets for operating and finance leases were comprised of the following:

(in thousands)	January 1, 2019 (initial recognition)
Railcar leases	$ 14,255
Real Estate and other leases (1)	243
Total ROU assets	$ 14,498

(1) Includes $0.2 million of finance leases for operating equipment as of January 1, 2019.

Lease Liabilities. Upon initial recognition, our lease liabilities for operating and finance leases were comprised of the following:

(in thousands)	January 1, 2019 (initial recognition)
Current liabilities:	
Operating leases	$ 3,462
Finance leases	225
Long-term liabilities:	
Operating leases	10,811
Total lease liabilities	$ 14,498

Balance Sheet Summary at December 31, 2019

The following tables summarize the ROU asset and lease liability balances for the Partnership's operating and finance leases at December 31, 2019:

(in thousands)	December 31, 2019
Operating Leases:	
ROU asset, net	
Railcars	**$ 10,826**
Real estate and other	**2,581**
Lease liability	
Railcars	**$ 11,088**
Real estate and other	**228**
Finance Leases:	
ROU asset, net	
Real estate and other	**$ 201**
Lease liability	
Real estate and other	**$ 205**

Lease Expense Summary for the year ended December 31, 2019

We recognize lease expense on a straight-line basis over the lease term. For the year ended December 31, 2019, we recognized lease expense comprised of the following components:

(in thousands)	December 31, 2019
Operating lease expense	**$ 3,122**
Finance lease expense:	
Amortization of ROU asset	**$ 322**
Interest expense on lease liability	**10**

Short-term lease expense, recognized within Direct operating expenses (exclusive of depreciation and amortization), was $0.4 million for the year ended December 31, 2019.

Lease Terms and Discount Rates

The following outlines the remaining lease terms and discount rates used in the measurement of the Partnership's ROU assets and liabilities:

	December 31, 2019	January 1, 2019 (initial recognition)
Weighted-average remaining lease term (years)		
Operating Leases	**3.4**	4.3
Finance Leases	**2.3**	0.5
Weighted-average discount rate		
Operating Leases	**5.1 %**	5.1 %
Finance Leases	**3.9 %**	8.0 %

Maturities of Lease Liabilities

The following summarizes the remaining minimum lease payments through maturity of the Partnership's ROU assets and liabilities at December 31, 2019:

(in thousands)	Operating Leases	Financing Leases
2020	**$ 4,019**	**$ 107**
2021	**3,467**	**107**
2022	**3,026**	**—**
2023	**1,163**	**—**
2024	**486**	**—**
Thereafter	**162**	**—**
Total lease payments	**12,323**	**214**
Less: imputed interest	**(1,007)**	**(9)**
Total lease liability	**$ 11,316**	**$ 205**

(4) Other Current Liabilities

Other current liabilities were as follows:

	December 31,	
(in thousands)	2019	2018
Personnel accruals	**$ 8,187**	$ 7,993
Share-based compensation	**5,011**	2,667
Operating lease liabilities (1)	**3,523**	—
Accrued interest	**2,518**	2,516
Sales incentives	**1,614**	1,727
Prepaid revenue contracts	**277**	5,863
Other accrued expenses and liabilities	**2,913**	3,300
Total other current liabilities	**$ 24,043**	$ 24,066

(1) The lease standard was adopted on January 1, 2019 on a prospective basis. Therefore, only 2019 disclosures are applicable to be included within the table above.

Other current liabilities include amounts accrued by the Partnership and owed to CVR Energy and its affiliates under the shared services agreement of $5.4 million and $3.5 million at December 31, 2019 and 2018, respectively. Refer to Note 9 ("Related Party Transactions") for additional discussion.

(5) Long-Term Debt

Long-term debt consists of the following:

	December 31,	
(in thousands)	2019	2018
9.25% Senior Secured Notes, due 2023 (1)(2)	**$ 645,000**	$ 645,000
6.50% Senior Notes, due 2021	**2,240**	$ 2,240
Unamortized discount and debt issuance costs (3)	**(14,834)**	(18,251)
Total long-term debt	**$ 632,406**	$ 628,989

(1) This debt was issued at a $16.1 million discount which is being amortized, as interest expense, over the remaining term of the debt. Debt issuance costs associated with this debt totaled $9.4 million.

(2) The estimated fair value of total long-term debt outstanding was approximately $673.8 million and $670.8 million as of December 31, 2019 and 2018, respectively. This estimate of fair value is Level 2 as it was determined by quotations obtained from a broker-dealer who makes a market in these and similar securities.
(3) For the years ended December 31, 2019, 2018, and 2017, amortization of the discount on debt and amortization of deferred financing costs reported as Interest expense, net totaled approximately $3.7 million, $3.3 million, and $3.0 million, respectively.

Credit Facilities Outstanding

(in thousands)	Total Capacity	Amount borrowed as of December 31, 2019	Outstanding Letters of Credit	Available capacity as of December 31, 2019	Maturity Date
Asset Based (AB) Credit Facility (1)	**$ 49,795**	**$ —**	**$ —**	**$ 49,795**	September 30, 2021

(1) At the option of the borrowers, loans under the asset based credit facility initially bear interest at an annual rate equal to (i) 2.00% plus LIBOR or (ii) 1.00% plus a base rate, subject to a 0.50% step-down based on the previous quarter's excess availability.

9.25% Senior Secured Notes, due 2023

On June 10, 2016, CVR Partners and CVR Nitrogen Finance Corporation ("CVR Nitrogen Finance"), an indirect wholly-owned subsidiary of CVR Partners (together the "2023 Notes Issuers"), certain subsidiary guarantors named therein and Wilmington Trust, National Association, as trustee and as collateral trustee, completed a private offering of $645 million aggregate principal amount of 9.25% Senior Secured Notes due 2023 (the "2023 Notes"). The 2023 Notes mature on June 15, 2023, unless earlier redeemed or repurchased by the issuers. Interest on the 2023 Notes is payable semi-annually in arrears on June 15 and December 15 of each year. The 2023 Notes are guaranteed on a senior secured basis by all of the Partnership's existing subsidiaries.

On or after June 15, 2019, the 2023 Notes Issuers may on any one or more occasions, redeem all or part of the 2023 Notes at the redemption prices set forth below expressed as a percentage of the principal amount of the 2023 Notes plus accrued and unpaid interest to the applicable redemption date.

12-month period beginning June 15,	Percentage
2019	104.625%
2020	102.313%
2021 and thereafter	100%

The 2023 Notes contain customary covenants for a financing of this type that, among other things, restrict CVR Partners' ability and the ability of certain of its subsidiaries to: (i) sell assets; (ii) pay distributions on, redeem or repurchase the Partnership's units or redeem or repurchase its subordinated debt; (iii) make investments; (iv) incur or guarantee additional indebtedness or issue preferred units; (v) create or incur certain liens; (vi) enter into agreements that restrict distributions or other payments from the Partnerships' restricted subsidiaries to the Partnership; (vii) consolidate, merge or transfer all or substantially all of the Partnerships' assets; (viii) engage in transactions with affiliates; and (ix) create unrestricted subsidiaries. In addition, the indenture contains customary events of default, the occurrence of which would result in or permit the trustee or the holders of at least 25% of the 2023 Notes to cause the acceleration of the 2023 Notes, in addition to the pursuit of other available remedies.

6.50% Senior Notes, due 2021

The Partnership issued $320 million aggregate principal amount of 6.50% Senior Notes due 2021 (the "2021 Notes") in April 2016, prior to the East Dubuque merger. The 2021 Notes bear interest at a rate 6.50% per annum, payable semi-annually in arrears on April 15 and October 15 of each year. The 2021 Notes are scheduled to mature April 15, 2021, unless repurchased or redeemed earlier in accordance with their terms. The substantial majority of the 2021 Notes were repurchased in June 2016. As of December 31, 2019, 2018, and 2017, $2.2 million of principal amount of the 2021 Notes remained outstanding.

Asset Based (AB) Credit Facility

On September 30, 2016, CVR Partners entered into a senior secured asset based revolving credit facility (the "AB Credit Facility") with a group of lenders and UBS AG ("UBS"), as administrative agent and collateral agent. The AB Credit Facility has an aggregate principal amount of availability of up to $50 million with an incremental facility, which permits an increase in borrowings of up to $25 million in the aggregate subject to additional lender commitments and certain other conditions. The AB Credit Facility is scheduled to mature on September 30, 2021.

The Partnership is in compliance with all covenants of the 9.25% Senior Secured Notes, the 6.50% Senior Notes, and the AB Credit Facility as of December 31, 2019.

(6) Revenue

The following table presents the Partnership's revenue, disaggregated by major product:

	Year Ended December 31,	
(in thousands)	2019	2018
Ammonia	**$ 94,467**	$ 66,254
UAN	**251,199**	222,329
Urea products	**17,430**	20,633
Net sales, exclusive of freight and other	**363,096**	309,216
Freight revenue	**33,436**	33,567
Other revenue	**7,645**	8,299
Net sales	**$ 404,177**	$ 351,082

The Partnership sells its products on a wholesale basis under a contract or by purchase order. The Partnership's contracts with customers generally contain fixed pricing and most have terms of less than one year. The Partnership recognizes revenue at the point in time at which the customer obtains control of the product, which is generally upon delivery and acceptance by the customer. The customer acceptance point is stated in the contract and may be at one of the Partnership's manufacturing facilities, at one of the Partnership's off-site loading facilities, or at the customer's designated facility. Freight revenue recognized by the Partnership represents the pass-through finished goods delivery costs incurred prior to customer acceptance and is reimbursed by customers. An offsetting expense for freight is included in cost of materials and other. Qualifying taxes collected from customers and remitted to governmental authorities are not included in reported revenues.

Depending on the product sold and the type of contract, payments from customers are generally either due prior to delivery or within 15 to 30 days of product delivery.

The Partnership generally provides no warranty other than the implicit promise that goods delivered are free of liens and encumbrances and meet the agreed upon specifications. Product returns are rare, and as such, the Partnership does not record a specific warranty reserve or consider activities related to such warranty, if any, to be a separate performance obligation.

The Partnership has an immaterial amount of variable consideration for contracts with an original duration of less than a year. A small portion of the Partnership's revenue includes contracts extending beyond one year, some of which contain variable pricing in which the majority of the variability is attributed to the market-based pricing. The Partnership's contracts do not contain a significant financing component.

The Partnership has an immaterial amount of fee-based revenue, included in other revenue in the table above, that is recognized based on the net amount of the proceeds received.

Transaction price allocated to remaining performance obligations

As of December 31, 2019, the Partnership had approximately $9.0 million of remaining performance obligations for contracts with an original expected duration of more than one year. The Partnership expects to recognize approximately $4.0 million of these performance obligations as revenue by the end of 2020, an additional $2.9 million in 2021, and the remaining balance thereafter. The Partnership has elected to not disclose the amount of transaction price allocated to remaining

performance obligations for contracts with an original expected duration of less than one year. The Partnership has elected to not disclose variable consideration allocated to wholly unsatisfied performance obligations that are based on market prices that have not yet been determined.

Contract balances

The Partnership's deferred revenue is a contract liability that primarily relates to fertilizer sales contracts requiring customer prepayment prior to product delivery to guarantee a price and supply of nitrogen fertilizer. Deferred revenue is recorded at the point in time in which a prepaid contract is legally enforceable and the associated right to consideration is unconditional prior to transferring product to the customer. An associated receivable is recorded for uncollected prepaid contract amounts. Contracts requiring prepayment are generally short-term in nature and, as discussed above, revenue is recognized at the point in time in which the customer obtains control of the product. At December 31, 2019, $18.7 million of the deferred revenue balance pertained to prepaid contracts where the associated receivable was recognized as it had not yet been collected by the Partnership.

A summary of the deferred revenue activity during the year ended December 31, 2019 is presented below:

(in thousands)		
Balance at December 31, 2018	$	68,804
Add:		
New prepay contracts entered into during the period (1)		45,538
Less:		
Revenue recognized that was included in the contract liability balance at the beginning of the period		67,824
Revenue recognized related to contracts entered into during the period		18,004
Other changes		673
Balance at December 31, 2019	$	27,841

(1) Includes $26.8 million where payment associated with prepaid contracts was collected.

Major Customers

CVR Partners has two customers who comprise 28%, 20%, and 16% of net sales for the years ended December 31, 2019, 2018, and 2017, respectively.

(7) Share-Based Compensation

CVR Partners' Phantom Unit Awards

CVR Partners has a Long-Term Incentive Plan ("LTIP") which permits the granting of options, stock and unit appreciation rights ("SARs"), restricted shares, restricted stock units, phantom units, unit awards, substitute awards, other unit-based awards, cash awards, dividend and distribution equivalent rights, share awards, and performance awards (including performance share units, performance units, and performance-based restricted stock). As of December 31, 2019, only phantom unit awards under the LTIP remained outstanding. Individuals who are eligible to receive awards and grants under the LTIP include CVR Energy's and the Partnership's employees, officers, consultants, advisors, and directors.

A summary of phantom unit award activity and changes under the LTIP during the year ended December 31, 2019 is presented below:

(in thousands, except per unit data)	Units	Weighted-Average Grant Date Fair Value	Aggregate Intrinsic Value
Non-vested at December 31, 2018	1,246,815	$ 3.84	$ 4,239
Granted	920,884	3.46	
Vested	(531,351)	4.03	
Forfeited	(79,434)	3.83	
Non-vested at December 31, 2019	1,556,914	$ 3.55	$ 4,826

Unrecognized compensation expense associated with the phantom units at December 31, 2019 was approximately $3.9 million, which is expected to be recognized over a weighted average period of 1.7 years. Compensation expense recorded for the years ended December 31, 2019, 2018, and 2017 related to awards under the CVR Partners LTIP was approximately $2.3 million, $1.9 million, and $1.1 million, respectively.

As of December 31, 2019 and 2018, the Partnership had a liability of $1.2 million and $0.5 million, respectively, for cash settled non-vested phantom unit awards and associated distribution equivalent rights. For the years ended December 31, 2019, 2018, and 2017, the Partnership paid cash of $1.7 million, $1.7 million, and $1.4 million, respectively, to settle liability-classified awards upon vesting.

Incentive Unit Awards — CVR Energy

CVR Energy grants awards of incentive units and dividend and distribution equivalent rights to certain of its employees and those of its subsidiaries, including CVR GP, who provide shared services for CVR Energy and its subsidiaries, including the Partnership. Costs related to these incentive unit awards are allocated to the Partnership based on time spent on Partnership business.

As of December 31, 2019 and 2018, the Partnership had liabilities related to these incentive unit awards of $1.4 million and $0.4 million, respectively, which is recorded in Other current liabilities. For the year ended December 31, 2019, the Partnership had no reimbursements and $0.8 million, and $1.0 million for the years ended December 31, 2018 and 2017, respectively, related to its allocated portion of CVR Energy's incentive unit awards payments. Total compensation expense for the years ended December 31, 2019, 2018, and 2017 related to the incentive units was $1.0 million, $0.5 million and $1.4 million, respectively.

Performance Unit Awards

In connection with an employment agreement dated November 1, 2017, the Partnership's executive chairman received two performance unit awards:

A performance unit award was granted for the performance cycle from January 1, 2018 to December 31, 2018 (the "2018 Performance Unit Award") that vested and was paid in February 2019. Compensation cost for the 2018 Performance Unit Award of $0.1 million was allocated to the Partnership and was recorded within Other current liabilities on the Consolidated Balance Sheets as of December 31, 2018. The Partnership reimbursed CVR Energy for this allocated portion of the performance unit award in 2019.

Additionally, on November 1, 2017, CVR Energy entered into a performance unit award agreement (the "2017 Performance Unit Award Agreement") with our executive chairman representing the right to receive upon vesting, a cash payment equal to $10.0 million if the average closing price of CVR Energy's common stock over the 30 day trading period from January 4, 2022 to February 15, 2022 is equal to or greater than $60 per share. Compensation costs recognized for the years ended December 31, 2019, 2018, and 2017 were $0.0 million, $0.4 million, and $0.5 million, respectively. As of December 31, 2019 and 2018, the Partnership had an outstanding liability of $0.4 million and $0.4 million, which was recorded in Other current liabilities on the Consolidated Balance Sheets. At December 31, 2019, there was approximately $1.1 million of total unrecognized compensation costs related to the 2017 Performance Unit Award Agreement.

Other Benefit Plans

CVR Energy sponsors and administers two defined contribution 401(k) plans, the CVR Energy 401(k) Plan and the CVR Energy 401(k) Plan for Represented Employees (the "Plans"), in which employees of the general partner, CVR Partners and its subsidiaries may participate. Participants in the Plans may elect to contribute a designated percentage of their eligible compensation in accordance with the Plans, subject to statutory limits. CVR Partners provides a matching contribution of 100% of the first 6% of eligible compensation contributed by participants. Participants in both Plans are immediately vested in their individual contributions. The Plans provide for a three-year vesting schedule for the Partnership's matching contributions and contain a provision to count service with predecessor organizations. The Partnership's contributions under the Plans were approximately $1.8 million, $1.8 million, and $1.6 million for the years ended December 31, 2019, 2018, and 2017, respectively.

(8) Commitments and Contingencies

Supply Commitments

The minimum required payments for unconditional purchase obligations, including the natural gas purchases outlined below, are as follows:

(in thousands) Year Ending December 31,	Unconditional Purchase Obligations
2020	$ 14,005
2021	8,384
2022	7,757
2023	5,715
2024	4,988
Thereafter	39,070
	$ 79,919

Supply Commitments - The Partnership is a party to various supply agreements with both related and third parties which commit the Partnership to purchase minimum volumes of hydrogen, oxygen, nitrogen, pet coke, and natural gas to run its plants' operations.

The Partnership is also party to a natural gas supply agreement with a third-party that renews annually. Natural gas expense for the years ended December 31, 2019, 2018, and 2017 totaled approximately $33.1 million, $42.4 million, and $40.1 million, respectively, and is included in cost of materials and other and direct operating expenses (exclusive of depreciation and amortization).

The Coffeyville Facility has a hydrogen purchase and sale agreement with CVR Energy's Coffeyville refinery, pursuant to which it agrees to pay a monthly fixed fee. Additionally, the Coffeyville Facility purchases pet coke under a coke supply agreement. See Note 9 ("Related Party Transactions") for further discussion of and amounts incurred for the hydrogen purchase and sale agreement and pet coke supply agreement.

The Coffeyville Facility is also party to the Amended and Restated On-Site Product Supply Agreement with a third-party, pursuant to which, it is required to take as available and pay for the supply of oxygen and nitrogen to the plant. This agreement expires in April 2020. Expenses associated with this agreement are included in Direct operating expenses (exclusive of depreciation and amortization), and, for the years ended December 31, 2019, 2018, and 2017, totaled approximately $4.2 million, $3.8 million, and $4.2 million, respectively.

In addition to the related party coke supply agreement, the Coffeyville Facility has pet coke supply agreements with multiple third-party refineries to purchase 300,000 tons of pet coke at a fixed price through the end of the terms, currently ending in December 2020. The Coffeyville Facility has historically purchased third-party pet coke based on spot purchases and supply agreements in place at the time. The delivered cost of third-party pet coke purchases is included in Cost of materials and

other and totaled approximately $10.3 million, $4.8 million, and $4.0 million for the years ended December 31, 2019, 2018, and 2017, respectively.

The East Dubuque Facility has a utility service agreement with a third-party energy cooperative. The term of this agreement ends in June 2022 and includes certain charges on a take-or-pay basis. The cost of utilities, including natural gas purchases, is included in Direct operating expenses (exclusive of depreciation and amortization) and amounts associated with this agreement totaled approximately $3.7 million, $10.6 million, and $10.4 million for the years ended December 31, 2019, 2018, and 2017, respectively.

Contingencies

We do not have any pending litigation or contingencies as of December 31, 2019.

(9) Related Party Transactions

Activity associated with the Partnership's related party arrangements for the years ended December 31, 2019, 2018, and 2017 is summarized below:

Sales to related parties

		Year Ended December 31,		
(in thousands)	Related Party	2019	2018	2017
Net sales				
Feedstock and Shared Services Agreement	CRRM (1)	**$ 119**	$ 371	$ 405

Expenses from related parties

		Year Ended December 31,		
(in thousands)	Related Party	2019	2018	2017
Cost of materials and other				
Hydrogen Purchase and Sale Agreement	CRRM (1)	**$ 4,648**	$ 4,218	$ 4,167
Coke Supply Agreement	CRRM (1)	**3,628**	2,630	1,985
Terminal and Operating Agreement	CRT (2)	**84**	31	61
Direct operating expenses (exclusive of depreciation and amortization)				
Services Agreement	CVR Energy	**$ 3,390**	$ 2,990	$ 3,061
Limited Partnership Agreement	CVR GP	**728**	756	580
Lease Agreement	CRRM (1)	**117**	114	112
Selling, general and administrative expenses				
Services Agreement	CVR Energy	**$ 15,755**	$ 14,157	$ 12,924
Limited Partnership Agreement	CVR GP	**2,526**	2,419	2,691

Amounts due to related parties

(in thousands)	Related Party	December 31, 2019	December 31, 2018
Prepaid expenses and other current assets			
Feedstock and Shared Services Agreement:	CRRM (1)	**$ 249**	$ 208
Accounts payable to affiliates			
Feedstock and Shared Services Agreement	CRRM (1)	**$ 788**	$ 1,106
Hydrogen Purchase and Sale Agreement	CRRM (1)	**271**	324
Coke Supply Agreement	CRRM (1)	**15**	138
GP Services Agreement	CVR GP	**1,182**	1,372
Other current liabilities			
Limited Partnership Agreement	CVR GP	**$ 1,327**	$ 1,179
Services Agreement	CVR Energy	**4,124**	2,352
Other long-term liabilities			
Limited Partnership Agreement	CVR GP	**$ 119**	$ 503

(1) "CRRM" is Coffeyville Resources Refining and Marketing, LLC, an indirect wholly-owned subsidiary of CVR Energy.
(2) "CRT" is Coffeyville Resources Terminal, LLC, an indirect wholly-owned subsidiary of CVR Energy.

Feedstock and Shared Services Agreement

Our Coffeyville Facility operates under a feedstock and shared services agreement, as amended, (the "Feedstock Agreement") with CRRM under which the two parties provide feedstock and other services to one another. These feedstocks and services are utilized in the respective production processes of CRRM's Coffeyville refinery and our Coffeyville Facility. Feedstocks provided under the agreement include, among others, hydrogen, high-pressure steam, nitrogen, instrument air, oxygen, and natural gas. The Feedstock Agreement has an initial term of 20 years, ending in 2031, which will be automatically extended for successive five-year renewal periods. Either party may terminate the Feedstock Agreement, effective upon the last day of a term, by giving notice no later than three years prior to a renewal date.

Coke Supply Agreement

Our Coffeyville Facility purchases pet coke from CVR Energy's Coffeyville refinery under a coke supply agreement (the "Coke Supply Agreement"), which provides that CRRM must deliver, and the Coffeyville Facility must purchase, during each calendar year an annual required amount of pet coke equal to the lesser of (i) 100 percent of the pet coke or (ii) 500,000 tons of pet coke. If during a calendar month, more than 41,667 tons of pet coke is produced and available for purchase, then the Coffeyville Facility will have the option to purchase the excess at the purchase price provided for in the agreement. If the option is declined, CRRM may sell the excess to a third-party.

The Partnership's Coffeyville Facility obtains a significant amount (61% on average during last five years, 40% in 2019) of the pet coke it needs from the Coke Supply Agreement. Any remaining pet coke needs are required to be purchased from various third-parties. See Note 8 ("Commitments and Contingencies") for further discussion of third-party pet coke supply commitments. The price paid pursuant to the Coke Supply Agreement is based on the lesser of a pet coke price derived from the price received for UAN (the "UAN-based Price") or a pet coke price index. The UAN-based Price begins with a pet coke price of $25 per ton based on a price per ton for UAN that excludes transportation cost ("netback price") of $205 per ton, and adjusts up or down $0.50 per ton for every $1.00 change in the netback price. The UAN-based price has a ceiling of $40 per ton and a floor of $5 per ton.

The Coke Supply Agreement has an initial term of 20 years, ending in 2027, which will be automatically extended for successive five-year renewal periods. Either party may terminate the agreement by giving notice no later than three years prior

to a renewal date. The agreement is also terminable by mutual consent of the parties or if a party breaches the agreement and does not cure within applicable cure periods. Additionally, the agreement may be terminated in some circumstances if substantially all of the operations at the Coffeyville Facility or CVR Energy's Coffeyville refinery are permanently terminated, or if either party is subject to a bankruptcy proceeding or otherwise becomes insolvent.

Hydrogen Purchase and Sale Agreement

Our Coffeyville Facility and CRRM are parties to a hydrogen purchase and sale agreement (the "Hydrogen Agreement") pursuant to which CRRM agrees to sell and deliver a committed hydrogen volume of 90,000 mscf per month to the facility. The committed volume pricing is based on a monthly fixed fee (based on the fixed and capital charges associated with producing the committed volume) and a monthly variable fee (based on the natural gas price associated with hydrogen actually received). In the event the Coffeyville Facility fails to take delivery of the full committed volume in a month, the Partnership remains obligated to pay CRRM for the monthly fixed fee and the monthly variable fee based upon the actual hydrogen volume received, if any. In the event CRRM fails to deliver any portion of the committed volume for the applicable month for any reason other than planned repairs and maintenance, the Partnership will be entitled to a pro-rata reduction of the monthly fixed fee. The Partnership also has the option to purchase excess volume of up to 60,000 mscf per month, or more upon mutual agreement, from CRRM, if available for purchase.

The agreement has an initial term of 20 years and will be automatically extended following the initial term for additional successive five-year renewal terms unless either party gives 180 days' written notice. Certain fees under the agreement are subject to modification after this initial term. The agreement contains customary terms related to indemnification, as well as termination for breach, by mutual consent, or due to insolvency or cessation of operations.

Water and Facilities Sharing Agreement

Our Coffeyville Facility is party to a raw water and facilities sharing agreement with CRRM (the "Water Agreement") which (i) provides for the allocation of raw water resources between CVR Energy's Coffeyville refinery and our Coffeyville Facility and (ii) provides for the management of the water intake system (consisting primarily of a water intake structure, water pumps, meters, and a short run of piping between the intake structure and the origin of the separate pipes that transport the water to each facility) which draws raw water from the Verdigris River for both our Coffeyville Facility and CVR Energy's Coffeyville refinery.

Environmental Agreement

Our Coffeyville Facility is a party to an environmental agreement with CRRM which provides for certain indemnification and access rights in connection with environmental matters affecting CVR Energy's Coffeyville refinery and our Coffeyville Facility. To the extent that liability arises from environmental contamination that is caused by CRRM but is also commingled with environmental contamination caused by our Coffeyville Facility, CRRM may elect, in its sole discretion and at its own cost and expense, to perform government mandated environmental activities relating to such liability, subject to certain conditions and provided that CRRM will not waive any rights to indemnification or compensation otherwise provided for in the agreement. No liability under this agreement was recorded as of December 31, 2019 and 2018.

Real Estate Transactions

Cross-Easement Agreement. Our Coffeyville Facility is party to a cross-easement agreement (the "Easement Agreement") with CRRM so that both CRNF and CRRM can access and utilize each other's land in certain circumstances in order to operate their respective businesses.

Terminal and Operating Agreement. Our Coffeyville Facility entered into a lease and operating agreement with CRT, under which it leases the premises located at Phillipsburg, Kansas to be utilized as a UAN terminal. The initial term of the agreement will expire in May 2032, provided, however, we may terminate the lease at any time during the initial term by providing 180 days prior written notice. In addition, this agreement will automatically renew for successive five-year terms, provided that we may terminate the agreement during any renewal term with at least 180 days written notice. We will pay CRT $1.00 per year for rent, $4.00 per ton of UAN placed into the terminal, and $4.00 per ton of UAN taken out of the terminal.

Lease Agreement. Our Coffeyville Facility is party to a lease agreement (the "Lease Agreement") with CRRM entered into in October 2007 under which we lease certain office and laboratory space. The initial term of the lease was extended an additional year and will expire in October 2020, provided, however, that we may terminate the lease at any time during the initial term by providing 180 days' prior written notice. In addition, we have the option to renew the lease agreement for up to two additional one-year periods by providing CRRM with notice of renewal at least 60 days prior to the expiration of the then-existing term.

Services Agreement

CVR Partners obtains certain management and other services from CVR Energy and certain of CVR Energy's subsidiaries pursuant to a services agreement (the "Services Agreement") between the Partnership, CVR GP, and CVR Energy. CVR Partners is also party to a Trademark License Agreement with CVR Energy which permits the use of trademarks at no cost. Under the Services Agreement, the general partner has engaged CVR Energy to provide certain services, including the following, among others:

- services from CVR Energy's employees in capacities equivalent to the capacities of corporate executive officers, except that those who serve in such capacities under the agreement will serve the Partnership on a shared, part-time basis only, unless the Partnership and CVR Energy agree otherwise;
- administrative and professional services, including legal, accounting, financial reporting, human resources, information technology, communications, insurance, tax, credit, finance, and government and regulatory affairs;
- recommendations on capital raising activities to the board of directors of the general partner, including the issuance of debt or equity interests, the entry into credit facilities, and other capital market transactions;
- managing or overseeing litigation and administrative or regulatory proceedings, establishing appropriate insurance policies for the Partnership, and providing safety and environmental advice;
- recommending the payment of distributions; and
- managing or providing advice for other projects, including acquisitions, as may be agreed by the general partner and CVR Energy from time to time.

As payment for services provided under the agreement, the Partnership, its general partner, or its subsidiaries must pay CVR Energy (i) all costs incurred by CVR Energy or its affiliates in connection with the employment of its employees who provide the Partnership services under the agreement on a full-time basis; (ii) a prorated share of costs incurred by CVR Energy or its affiliates in connection with the employment of its employees who provide the Partnership services under the agreement on a part-time basis, but excluding certain share-based compensation, and such prorated share shall be determined by CVR Energy on a commercially reasonable basis, based on the percentage of total working time that such shared personnel are engaged in performing services for the Partnership; (iii) a prorated share of certain administrative costs, including office costs, services by outside vendors, other sales, general and administrative costs, and depreciation and amortization; and (iv) various other administrative costs in accordance with the terms of the agreement, including travel, insurance, legal and audit services, government and public relations, and bank charges.

For services performed in connection with the services agreement, the Partnership recognized personnel costs, excluding amounts related to share based compensation (refer to Note 7 ("Share-Based Compensation")), of $7.3 million, $6.6 million, and $6.5 million, respectively, for the years ended December 31, 2019, 2018, and 2017.

Limited Partnership Agreement

The Partnership's general partner manages the Partnership's operations and activities as specified in CVR Partners' limited partnership agreement. The general partner of the Partnership, CVR GP, is managed by its board of directors. The partnership agreement provides that the Partnership will reimburse CVR GP for all direct and indirect expenses it incurs or payments it makes on behalf of the Partnership, including salary, bonus, incentive compensation, and other amounts paid to any person to perform services for the Partnership or for its general partner in connection with operating the Partnership.

GP Services Agreement

We are a party to a GP services agreement, as amended, (the "GP Services Agreement") by and among CVR GP and CVR Energy. This agreement allows CVR Energy to engage CVR GP, in its capacity as our general partner, to provide CVR Energy

with (i) business development and related services and (ii) advice or recommendations for such other projects as may be agreed between the Partnership's general partner and CVR Energy from time to time. As payment for certain specific services provided under the agreement, CVR Energy must pay a prorated share of costs incurred by us or our general partner in connection with the employment of the certain employees who provide CVR Energy services on a part-time basis, as determined by our general partner on a commercially reasonable basis based on the percentage of total working time that such shared personnel are engaged in performing services for CVR Energy.

Omnibus Agreement

We are party to an omnibus agreement with CVR Energy and our general partner, pursuant to which we have agreed that CVR Energy will have a preferential right to acquire any assets or group of assets that do not constitute assets used in a fertilizer restricted business. In determining whether to exercise any preferential right under the omnibus agreement, CVR Energy will be permitted to act in its sole discretion, without any fiduciary obligation to us or the unitholders whatsoever. These obligations will continue so long as CVR Energy owns at least 50% of our general partner. There was no activity reported under this agreement during the years ended 2019, 2018, and 2017.

Replacement Agreements

Coffeyville MSA. Effective February 19, 2020, the Conflicts Committee of the board of directors of CVR GP and the audit committee of CVR Energy approved, and CRNF and CRRM entered into, a new Coffeyville Master Service Agreement (the "Coffeyville MSA") which replaced and consolidated the Feedstock Agreement, the Coke Supply Agreement, the Hydrogen Agreement, the Water Agreement, the Easement Agreement, and the Lease Agreement (collectively, the "Replaced Coffeyville Agreements") on substantially equivalent terms as the Replaced Coffeyville Agreements. In addition to affirming the terms and services described in the Replaced Coffeyville Agreements and resetting the durations thereof, as applicable, commencing February 19, 2020, the Coffeyville MSA provides for monthly payments, subject to netting, for all goods and services supplied under the Coffeyville MSA.

Corporate MSA. Also effective February 19, 2020, the Conflicts Committee of the board of directors of CVR GP and the audit committee of CVR Energy approved, and the parties entered into, a new Corporate Master Service Agreement (the "Corporate MSA") between CRLLC and certain of its affiliates, including CVR GP and the Partnership and its subsidiaries, which replaced and consolidated the Services Agreement, the GP Services Agreement, and the Trademark License Agreement (collectively, the "Replaced Corporate Agreements") on substantially equivalent terms as the Replaced Corporate Agreements. In addition to affirming the terms and services described in the Replaced Corporate Agreements and resetting the durations thereof, as applicable, commencing February 19, 2020, the Corporate MSA provides for payment by each service recipient under the Corporate MSA of a monthly fee for goods and services supplied under the Corporate MSA, subject to netting and an annual true up, as well as pass-through of any direct costs incurred on behalf of a service recipient without markup.

Property Exchange

On October 18, 2019, the audit committee of CVR Energy and the Conflicts Committee of the board of directors of CVR GP each agreed to authorize the exchange of certain parcels of property owned by subsidiaries of CVR Energy with an equal number of parcels owned by subsidiaries of CVR Partners, all located in Coffeyville, Kansas (the "Property Exchange"). On February 19, 2020, a subsidiary of CVR Energy and a subsidiary of CVR Partners executed the Property Exchange agreement. This Property Exchange will enable each such subsidiary to create a more usable, contiguous parcel of land near its own operating footprint. CVR Energy and the Partnership accounted for this transaction in accordance with the ASC 805-50 guidance on transferring assets between entities under common control. This transaction had a net impact to the Partnership's partners' capital of approximately $0.1 million.

Distributions to CVR Partners' Unitholders

The board of directors of the Partnership's general partner has a policy for the Partnership to distribute all available cash generated on a quarterly basis. Cash distributions are made to the common unitholders of record on the applicable record date, generally within 60 days after the end of each quarter. Available cash for each quarter is determined by the board of directors of the general partner following the end of such quarter.

The following table presents distributions paid by the Partnership to CVR Partners' unitholders, including amounts paid to CVR Energy, as of December 31, 2019.

Related Period	Date Paid	Distribution Per Common Unit	Distributions Paid (in thousands)		
			Public Unitholders	CVR Energy	Total
2018 - 4th Quarter	March 11, 2019	$ 0.12	$ 8,924	$ 4,670	$ 13,594
2019 - 1st Quarter	May 13, 2019	0.07	5,205	2,724	7,929
2019 - 2nd Quarter	August 12, 2019	0.14	10,411	5,449	15,860
2019 - 3rd Quarter	November 11, 2019	0.07	5,205	2,724	7,930
Total distributions		$ 0.40	$ 29,745	$ 15,567	$ 45,313

Distributions, if any, including the payment, amount, and timing thereof, are subject to change at the discretion of the Board of Directors of CVR Partners' general partner. No distributions were declared for the fourth quarter of 2019.

The Partnership did not pay distributions during the year ended December 31, 2018, while during the year ended December 31, 2017, it paid a distribution of $0.02 per common unit, or $2.3 million. Of this distribution, CVR Energy received $0.8 million.

(10) Supplemental Cash Flow Information

Cash flows related to interest, leases, and capital expenditures included in accounts payable are as follows:

(in thousands)	Year Ended December 31,		
	2019	2018	2017
Supplemental disclosures:			
Cash paid for income taxes, net of refunds (received, net of payments)	**$ 40**	$ 26	$ (195)
Cash paid for interest	**60,057**	60,168	60,081
Cash paid for amounts included in the measurement of lease liabilities (1):			
Operating cash flows from operating leases	**4,019**		
Operating cash flows from finance leases	**20**		
Financing cash flows from finance leases	**321**		
Non-cash investing and financing activities:			
Change in capital expenditures included in accounts payable	**$ 1,618**	$ (1,031)	$ (2,982)

(1) The lease standard was adopted on January 1, 2019 on a prospective basis. Therefore, only 2019 disclosures are applicable to be included within the table above.

(11) Selected Quarterly Financial Information

Summarized quarterly financial data for the years ended December 31, 2019 and 2018 is as follows:

	Year Ended December 31, 2019			
	Quarter			
(in thousands)	First	Second	Third	Fourth
Net sales	$ 91,873	$ 137,660	$ 88,582	**$ 86,062**
Cost of materials and other (1)	23,730	26,000	21,617	**22,756**
Direct operating expenses (1)	34,820	45,630	47,557	**45,622**
Operating income (loss)	9,439	34,544	(7,517)	**(9,086)**
Net (loss) income	(6,079)	18,968	(22,976)	**(24,882)**
Basic and diluted (loss) income per common unit	$ (0.05)	$ 0.17	$ (0.20)	**$ (0.22)**
Basic and diluted weighted-average common units outstanding	113,283	113,283	113,283	**113,283**

	Year Ended December 31, 2018			
	Quarter			
(in thousands)	First	Second	Third	Fourth
Net sales	$ 79,859	$ 93,197	$ 79,909	$ 98,117
Cost of materials and other (1)	22,469	19,139	19,590	27,263
Direct operating expenses (1)	38,669	47,465	35,334	37,851
Operating income (loss)	(3,421)	(790)	2,529	7,996
Net loss	(19,051)	(16,459)	(13,146)	(1,371)
Basic and diluted loss per common unit	$ (0.17)	$ (0.15)	$ (0.12)	$ (0.01)
Basic and diluted weighted-average common units outstanding	113,283	113,283	113,283	113,283

(1) Excludes depreciation and amortization expenses.

Item 9. *Changes in and Disagreements With Accountants on Accounting and Financial Disclosure*

None.

Item 9A. *Controls and Procedures*

Evaluation of Disclosure Controls and Procedures. As of December 31, 2019, the Partnership has evaluated, under the direction of the Executive Chairman, Chief Executive Officer, Chief Financial Officer and Chief Accounting Officer, the effectiveness of our disclosure controls and procedures, as defined in Exchange Act Rule 13a-15(e). There are inherent limitations to the effectiveness of any system of disclosure controls and procedures, including the possibility of human error and the circumvention or overriding of the controls and procedures. Accordingly, even effective disclosure controls and procedures can only provide reasonable assurance of achieving their control objectives. Based upon, and as of the date of that evaluation, the Partnership's Executive Chairman, Chief Executive Officer, Chief Financial Officer and Chief Accounting Officer concluded that disclosure controls and procedures were effective to provide reasonable assurance that information required to be disclosed in the reports filed or submitted under the Exchange Act is accurately recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms. Such information is accumulated and communicated to the Partnership's management, including the Executive Chairman, Chief Executive Officer, Chief Financial Officer and Chief Accounting Officer, as appropriate, to allow accurate and timely decisions regarding required disclosure.

Management's Report on Internal Control Over Financial Reporting. The Partnership's management is responsible for establishing and maintaining adequate internal control over financial reporting, as such term is defined in Exchange Act Rule 13a-15(f). Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate. Under the supervision and with the participation of management, we conducted an evaluation of the effectiveness of its internal control over financial reporting based on the framework in the 2013 *Internal Control — Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission ("COSO"). Based on that evaluation, the Partnership's Executive Chairman, Chief Executive Officer, Chief Financial Officer and Chief Accounting Officer have concluded that internal control over financial reporting was effective as of December 31, 2019. The Partnership's independent registered public accounting firm, that audited the consolidated financial statements included herein under Item 8, has issued a report on the effectiveness of the Partnership's internal control over financial reporting. This report can be found under Item 8.

Changes in Internal Control Over Financial Reporting. There has been no change in the Partnership's internal control over financial reporting required by Rule 13a-15 of the Exchange Act that occurred during the fiscal quarter ended December 31, 2019 that has materially affected or is reasonably likely to materially affect, the Partnership's internal control over financial reporting.

Item 9B. *Other Information*

None.

PART III

Item 10. *Directors, Executive Officers and Corporate Governance*

Management of CVR Partners, LP

As a publicly traded partnership, we are managed by our general partner, CVR GP, LLC, either directly by its board of directors (the "Board"), by its executive officers (who are appointed by the Board) or by its sole member, CRLLC, a wholly owned subsidiary of CVR Energy, subject to the terms and conditions specified in our partnership agreement. Limited partners are not entitled to directly or indirectly participate in our management or operation. Neither our general partner nor the members of its Board are elected by our unitholders, and neither is subject to re-election on a regular basis in the future.

Actions by our general partner that are made in its individual capacity are made by CRLLC as the sole member of our general partner and not by the Board. Our partnership agreement contains various provisions which replace default fiduciary duties with contractual corporate governance standards. Whenever our general partner makes a determination or takes or declines to take an action in its individual, rather than representative, capacity, it is entitled to make such determination or to take or decline to take such action free of any fiduciary duty or obligation whatsoever to us, any limited partner or assignee, and it is not required to act in good faith or pursuant to any other standard imposed by our partnership agreement or under Delaware law or any other law. Examples include the exercise of its call right or its registration rights, its voting rights with respect to the units it owns and its determination whether or not to consent to any merger or consolidation of the Partnership. Our general partner is liable, as a general partner, for all of our debts (to the extent not paid from our assets), except for indebtedness or other obligations that are made expressly non-recourse to it. Our debt instruments are non-recourse to our general partner. Our general partner therefore may cause us to incur indebtedness or other obligations that are non-recourse to it.

The Board

During 2019, the Board consisted of three directors affirmatively determined by the Board to be independent, non-employee directors (Donna R. Ecton, Frank M. Muller, Jr. and Peter K. Shea); three non-employee directors who are also officers of Icahn Enterprises L.P. ("IEP") (Johnathan Frates, Andrew Langham and Hunter C. Gary); as well as two directors who are also executive officers of our general partner (David L. Lamp, our Executive Chairman, and Mark A. Pytosh, our President and Chief Executive Officer). The Board is led by its chairman of the board, Mr. Lamp. As required by our Corporate Governance Guidelines, the Board periodically evaluates the composition of the Board, including the skill sets, diversity, leadership structure, background and experience of its directors. The Board believes its current structure and composition is best for the Company and its unitholders at this time. All actions of the Board, other than any matters delegated to a committee, will require approval by majority vote of the directors, with each director having one vote. The directors of our general partner hold office until the earlier of their death, resignation or removal. The Board met four times in 2019 and acted once by written consent. All of the directors who served during 2019 attended at least 75% of the total meetings of the Board and each of the committees on which such director served during their respective tenure except for Messrs. Gary and Langham who attended at least 50% of the total meetings of the Board.

The following table sets forth the names, positions, ages, and a description of the backgrounds, experience, and qualifications of our directors, as of February 19, 2020:

Name, Position and Age	Principal Occupation, Experience and Qualifications
David L. Lamp ***Executive Chairman and Chairman of the Board*** *Age 62* ***Current Public Company Directorships:*** *CVR Partners (2018 to Current)* *CVR Energy (2018 to Current)*	Mr. Lamp has served as Executive Chairman of our General Partner and President and Chief Executive Officer of CVR Energy and the general partner of CVR Refining since December 2017. Mr. Lamp has more than 40 years of technical, commercial and operational experience in the refining and chemical industries. He previously served as President and Chief Operating Officer of Western Refining, Inc. from 2016 until its sale to Andeavor in 2017 and as president and chief executive officer and a director of the general partner of Northern Tier Energy, L.P. from 2013 until its merger with Western Refining in 2016. Mr. Lamp graduated from Michigan State University with a Bachelor of Science in Chemical Engineering. He also serves on the Board of Directors for the American Fuel & Petrochemical Manufacturers Association and is a past chairman. We believe that Mr. Lamp's extensive knowledge and experience in the refining and chemical industries, as well as his significant background serving in key executive roles at public and private companies and strong leadership skills make him well qualified to serve as our director. **Former Public Company Directorships:** CVR Refining (2018 to 2019) and Northern Tier Energy, L.P. (2013 to 2016)
Mark A. Pytosh ***President and Chief Executive Officer and Director*** *Age 55* ***Current Public Company Directorships:*** *CVR Partners (2011 to Current)*	Mr. Pytosh has served as Chief Executive Officer and President since 2014, a Director of the general partner of CVR Partners since 2011 and as Executive Vice President - Services of CVR Energy since 2018. Prior to joining CVR Partners, Mr. Pytosh served as Executive Vice President and Chief Financial Officer for Alberta, Canada-based Tervita Corporation, an environmental and energy services company from 2010 to 2014. Mr. Pytosh has served as a director of the University of Illinois Foundation since 2007 and The Fertilizer Institute since 2015. Mr. Pytosh received a Bachelor of Science degree in chemistry from the University of Illinois, Urbana-Champaign. Mr. Pytosh has over thirty years of experience in the energy, environmental services and investment banking industries, having held various executive roles including chief financial officer. His extensive experience with public entities in the energy industry, leadership skills and strong financial background make him well qualified to serve as our director.

Donna R. Ecton ***Director*** *Age 72* ***Current Public Company Directorships:*** *CVR Partners (2008 to Current)*	Ms. Ecton is chairman and chief executive officer of EEI Inc which she founded in 1998. EEI is a management consulting practice which provides private equity and sub debt firms with turnaround assistance and due diligence through market/operational assessments of companies being considered for acquisition, as well as mentoring and coaching for executive officers. Prior to this, she served on the board of directors of PetSmart, Inc. where she was asked to take over the role of Chief Operating Officer. Other operating experience includes serving as chief executive officer of Business Mail Express, Inc., Van Houten North America and Andes Candies, Inc. Ms. Ecton has also served as a corporate officer of Nutri/System, Inc. and Campbell Soup Company, as well as running the upper Manhattan middle-market lending business and the midtown Manhattan banks for Citibank, N.A. Ms. Ecton has also served as a board member or chairman of numerous privately held companies and non-profit organizations. Ms. Ecton earned her MBA from the Harvard Graduate School of Business Administration, and received her BA in economics from Wellesley College, graduating as a Durant Scholar. Ms. Ecton was elected and served on the Harvard Board of Overseers, and as president of the Harvard Business School Association's Executive Council. She also served on the Business Advisory Council of the Carnegie Mellon Graduate School of Industrial Administration. Ms. Ecton is a member of the Council on Foreign Relations. We believe Ms. Ecton's significant background as both an executive officer and director of public companies and extensive experience in finance is an asset to our Board. Her knowledge and experience, as well as risk oversight expertise, provide the audit committee with valuable perspective in managing the relationship with our independent accountants and in the performance of financial auditing oversight. **Former Public Company Directorships**: Body Central Corp (2011 to 2014); KAR Auction Services, Inc. (2013 to 2019); Mellon Bank Corporation and Mellon Bank N.A., Mellon PSFS; H&R Block, Inc.; Tandy Corporation; Barnes Group Inc.; Vencor, Inc.; and PetSmart, Inc.
Jonathan Frates ***Director*** *Age 37* ***Current Public Company Directorships:*** *CVR Partners (2016 to Current)* *CVR Energy (2016 to Current)* *Herc Holdings Inc. (2019 to Current)* *SandRidge Energy, Inc. (2018 to Current)* *Viskase Companies, Inc. (2016 to Current)*	Mr. Frates has been a Managing Director at IEP, a diversified holding company engaged in a variety of businesses, including investment, automotive, energy, food packaging, metals, real estate and home fashion, since June 2018. From November 2015 to June 2018, Mr. Frates served as a Portfolio Company Associate at IEP. Prior to joining IEP, Mr. Frates served as a Senior Business Analyst at First Acceptance Corp. and as an Associate at its holding company, Diamond A Ford Corp. Mr. Frates began his career as an Investment Banking Analyst at Wachovia Securities LLC. Mr. Frates has also been a member of the Executive Committee of ACF Industries LLC, a railcar manufacturing company, since September 2018. Ferrous Resources, American Railcar Industries, ACF Industries, Viskase Companies, CVR Energy, CVR Refining and CVR Partners are each indirectly controlled by Carl C. Icahn. Mr. Icahn also has a non-controlling interest in Herc Holdings and SandRidge Energy through the ownership of securities. Mr. Frates received a BBA from Southern Methodist University and an MBA from Columbia Business School. Mr. Frates' significant board experience and broad financial background make him qualified to serve as our director. **Former Public Company Directorships**: Ferrous Resources Limited (2016 to 2019); American Railcar Industries, Inc. (2016 to 2018); and CVR Refining (2016 to 2019)

Hunter C. Gary ***Director*** *Age 45* ***Current Public Company Directorships****:* *CVR Partners (2018 to Current)* *CVR Energy (2018 to Current)* *Herbalife Ltd. (2014 to Current)* *Cadus Corporation (2012 to Current)* *The Pep Boys - Manny, Moe & Jack (2016 to Current)*	Mr. Gary has served as Senior Managing Director of IEP since November 2010. At IEP, Mr. Gary is responsible for monitoring portfolio company operations, implementing operational value enhancement as well as leading a variety of operational activities for IEP which focus on a variety of areas including technology, merger integration, supply chain, organization transformation, real estate, recruiting, business process outsourcing, SG&A cost reduction, strategic IT projects, and executive compensation. Mr. Gary has served as President of IEP's Real Estate segment since November 2013 and has led the Information Technology and Cybersecurity group at IEP since September 2015 while serving as President of Sfire Technology LLC (f.k.a. IEH Technology LLC) since December 2015. Mr. Gary has served as President and Chief Executive Officer of Cadus Corporation, a company engaged in the acquisition of real estate for renovation or construction and resale, from March 2014 until June 2018. Prior to IEP and Cadus, Mr. Gary has been employed by Icahn Associates Corporation in various roles since 2003, most recently as the Chief Operating Officer of Icahn Sourcing LLC (n.k.a. Insight Portfolio Group, LLC). In addition, Mr. Gary has served as a director of certain wholly-owned subsidiaries of IEP, including: PSC Metals, LLC, since 2012; WestPoint Home LLC, since 2007; Icahn Automotive Group LLC since 2017; and IEH Auto Parts LLC, from June 2015 to May 2017. Mr. Gary has also been a member of the Executive Committee of ACF Industries LLC, a railcar manufacturing company, since July 2015. Icahn Automotive, ACF Industries, Ferrous Resources Limited, Cadus, Viskase Companies, PSC Metals, Tropicana Entertainment, Federal-Mogul, Voltari, American Railcar Industries, CVR Energy, CVR Refining, CVR Partners, WestPoint Home, IEH Auto Parts, and The Pep Boys - Manny, Moe & Jack are each are indirectly controlled by Carl C. Icahn. Mr. Icahn also has a non-controlling interest in Herbalife through the ownership of securities. Mr. Gary received his B.S. with senior honors from Georgetown University as well as a certificate of executive development from Columbia Graduate School of Business. Mr. Gary's extensive business and operations background, coupled with his board experience, make him qualified to serve as our director. **Former Public Company Directorships**: Ferrous Resources Limited (2015 to 2019); CVR Refining (2018 to 2019); Federal-Mogul Holdings LLC (formerly known as Federal-Mogul Holdings Corporation) (2012 to 2016); Voltari Corporation (2007 to 2015); American Railcar Industries, Inc. (2008 to 2015); Viskase Companies Inc. (2012 to 2015); Tropicana Entertainment Inc. (2010 to 2018); Cadus (2014-2018); and XO Holdings (2011-2018)
Andrew Langham ***Director*** *Age 46* ***Current Public Company Directorships:*** *CVR Partners (2015 to Current)* *Cheniere Energy, Inc (2017 to Current)* *Welbilt, Inc. (2016 to Current)*	Mr. Langham has been General Counsel of IEP since 2014. From 2005 to 2014, Mr. Langham was Assistant General Counsel of IEP. Prior to joining IEP, Mr. Langham was an associate at Latham & Watkins LLP focusing on corporate finance, mergers and acquisitions, and general corporate matters. CVR Partners, CVR Refining, and CVR Energy are each indirectly controlled by Carl C. Icahn. Mr. Icahn also has non-controlling interests in Cheniere, Welbilt (formerly known as Manitowoc Foodservice, Inc.), Freeport-McMoRan, and Newell Brands through the ownership of securities. Mr. Langham received a B.A. from Whitman College, and a J.D. from the University of Washington. Mr. Langham's broad board experience and experience in corporate finance make him qualified to serve as our director. Former Public Company Directorships: CVR Energy (2014 to 2017); CVR Refining (2014 to 2019); Freeport-McMoRan Inc.(2015 to 2018); and Newell Brands Inc. (2018)

Frank M. Muller, Jr. ***Director*** *Age 77* ***Current Public Company Directorships:*** *CVR Partners (2008 to Current)*	Mr. Muller is currently the president of Toby Enterprises, which he founded in 1999 to invest in startup companies, and the chairman of Topaz Technologies, LTD., a software engineering company. Until 2009, Mr. Muller served as chairman and chief executive officer of the technology design and manufacturing firm TenX Technology, Inc., which he founded in 1985. Mr. Muller was a senior vice president of the Coastal Corporation from 1989 to 2001, focusing on business acquisitions and joint ventures, and general manager of the Kensington Company, Ltd. From 1984 to 1989. Mr. Muller started his business career in the oil and chemical industries with PepsiCo, Inc. and Agrico Chemical Company. Mr. Muller served in the United States Army from 1965 to 1973. Mr. Muller received a BS and MBA from Texas A&M University. Mr. Muller's experience in the chemical industry and expertise in developing and growing new businesses make him qualified to serve as our director.
Peter K. Shea ***Director*** *Age 68* ***Current Public Company Directorships:*** *CVR Partners (2014 to Current)* *Viskase Companies, Inc. (2006 to Current)* *Hennessy Capital IV (2019 to Current)*	Mr. Shea has been a private equity investor since January 2010. Mr. Shea has served as an operating partner of Snow Phipps, a private equity firm, since 2013. Mr. Shea served as an operating advisor for OMERS Private Equity from 2011 until 2016. He serves as Chairman of the Board of Directors of Decopac Inc., a privately held supplier of bakery products to retail food stores since 2017. He served as Chairman of the Board of Directors of FeraDyne Outdoors, LLC, a privately-held manufacturer of sporting goods products, from May 2014 to February 2019. He was a director of the following privately held companies: Chairman of the Board of Directors of Teasdale Foods Inc. (2014 to 2019) and Give and Go Prepared Foods (2012 to 2016). He was previously on the Board of CTI Foods Company, Roncadin Gmbh and New Energy Company of Indiana. Mr. Shea has been Chairman, Chief Executive Officer, President or Managing Director of other companies including Heinz, R&R Foods Ltd. Previously, he held various executive positions, including Head of Global Corporate Development, with United Brands Company, a Fortune 100 company. Mr. Shea began his career with General Foods Corporation. He has an M.B.A. from the University of Southern California and a B.B.A. from Iona College. We believe Mr. Shea's broad executive, financial and operational experience, combined with his extensive board experience will be an asset to our board. Mr. Shea's broad executive, financial and operational experience, combined with his extensive board experience make him qualified to serve as our director. **Former Public Company Directorships**: Voltari Corporation (2015 to 2019); Sitel Worldwide Corporation (2011 to 2015); Trump Entertainment Resorts (2016 to 2017); Hennessy Capital I (2014 to 2015); Hennessy Capital II (2016 to 2017); Hennessy Capital III (2017-2018); American Railcar Industries, Inc. (2006 to 2009); and XO Holdings (2006 to 2009)

Director Independence

As a publicly traded partnership, we qualify for, and rely on, certain exemptions from the NYSE's corporate governance requirements. Our Board has not and does not currently intend to establish a nominating/corporate governance committee. Additionally, a majority of the directors are not required to be (and are not) independent, and the Compensation Committee of the Board does not need to be (and is not) composed entirely of independent directors. Accordingly, unitholders do not have the same protections afforded to equity holders of companies that are subject to all of the corporate governance requirements of the NYSE. To be considered independent under NYSE listing standards, our Board must determine that a director has no material relationship with us other than as a director. The standards specify the criteria by which the independence of directors will be determined, including guidelines for directors and their immediate family members with respect to employment or affiliation with us or with our independent public accountants. The Board has affirmatively determined that Ms. Ecton and Messrs. Muller and Shea are independent under applicable NYSE rules.

Board Committees

Our Board has five standing committees: the Audit Committee, the Compensation Committee, the Environmental Health & Safety ("EH&S") Committee, the Conflicts Committee, and the Special Committee. Any standing committee with a written charter reviews the adequacy of such charter periodically, in addition to evaluating its performance and reporting to the Board on such evaluation. All of the members of the Audit Committee and Conflicts Committee are independent and non-employee directors, as defined by the rules and regulations of the NYSE, the SEC, and our corporate governance guidelines. The composition of the Board's five standing committees is as follows:

Director	Audit Committee	Compensation Committee	EH&S Committee	Conflicts Committee	Special Committee
Donna R. Ecton	ø		ü	ø	
Jonathan Frates					ü
David L. Lamp					ü
Andrew Langham		ü			ü
Frank M. Muller, Jr.	ü	ø	ü	ü	
Mark Pytosh			ü		
Peter K. Shea	ü		ø		

ø = Chairman; ü = Committee Member

Audit Committee

As required by the Exchange Act and the listing standards of the NYSE, our Audit Committee consists of three directors, each of whom has been appointed by the Board and affirmatively determined by the Board to meet the independence standards established by the NYSE and the Exchange Act for membership on an audit committee: Ms. Ecton, who also serves as Chairman, and Messrs. Muller and Shea. The Board has determined that each of Ms. Ecton and Messrs. Muller and Shea are "financially literate" and that Ms. Ecton further qualifies as an "Audit Committee Financial Expert," as defined by SEC rules. Among other responsibilities, the Audit Committee:

- Is directly responsible for the appointment, compensation, retention and oversight of the independent auditors; the approval of all audit and non-audit services provided by and fees to the independent auditor; the evaluation and review of the independence, qualifications and performance of the independent auditors; and, the scope and staffing of the audit;
- Reviews with management, internal auditors and independent auditors the adequacy, quality and integrity of the internal controls and the fair presentation and accuracy of the Partnership's financial statements;
- Reviews and discusses with management, internal auditors and independent auditors the Partnership's critical accounting policies and practices, and financial statement presentation of the Partnership;
- Oversees the integrity of the financial reporting process, system of internal accounting controls, and financial statements and reports of the Partnership, including review of the Partnership's annual and quarterly financial statements and disclosures made in "Management's Discussion and Analysis of Financial Condition and Results of Operations" set forth in periodic reports filed with the SEC;
- Oversees and evaluates the performance, responsibilities, budget and staffing of the internal audit function;
- Establishes procedures for and oversees handling of complaints regarding accounting, internal accounting controls or auditing matters and the confidential submission of concerns regarding questionable accounting or auditing matters;
- Sets policies for hiring current or former employees of the independent auditor;
- Periodically reviews the Partnership's compliance with applicable laws, potential significant financial risks, major litigation, regulatory compliance, risk management, insurance coverage and any policies, practices or mitigation activities relating thereto;
- Reviews external and internal audit reports and management's responses thereto and any related party or off-balance sheet transactions; and
- Otherwise complies with its responsibilities and duties as stated in its charter.

The Audit Committee met four times during fiscal year 2019. In performing its functions and fulfilling its oversight responsibilities, the Audit Committee consults separately and jointly with the independent auditors, the Partnership's internal auditors, the Chief Financial Officer, and other members of the Partnership's management. The Audit Committee reviewed and discussed with management and Grant Thornton LLP, our independent registered accounting firm, the audited financial statements contained in this Annual Report on Form 10-K and received written disclosures and the letter from Grant Thornton LLP required by applicable requirements of the Public Company Accounting Oversight Board. Based on the reviews and discussions referred to above, the Audit Committee recommended to the Board that the audited financial statements be included in the Annual Report on Form 10-K for the year ended December 31, 2019 for filing with the SEC.

Compensation Committee

Although not required by NYSE listing standards, the Board has a Compensation Committee comprised of Mr. Muller, who also serves as its chairman, and Mr. Langham. While none of the members of our Compensation Committee is required to be "independent," the Board has affirmatively determined that Mr. Muller meets the independence standards established by the NYSE and the Exchange Act. Among other responsibilities, the Compensation Committee:

- Reviews, amends, modifies, adopts and oversees the incentive compensation plans, equity-based compensation plans, qualified retirement plans, health and welfare plans, deferred compensation plans, and any other benefit plans, programs or arrangements sponsored or maintained by the Partnership or its general partner;
- Evaluates the performance of our executive officers and, in connection therewith, reviews and determines, or recommends to the Board, the annual salary, bonus, equity-based compensation, and other compensation, incentives and benefits of our executive officers (other than compensation and benefits provided by one of its affiliates);
- Reviews and approves any employment, consulting, change in control, severance or termination, or other compensation agreements or arrangements with our executive officers;
- Reviews and makes recommendations to the Board with respect to the compensation of non-employee directors or any plans or programs relating thereto;
- Reviews and discusses the Compensation Committee Report and the Compensation Discussion and Analysis and recommends to the Board their inclusion in the Partnership's Annual Reports on Form 10-K;
- Assists the Board in assessing any risks to the Partnership associated with compensation practices and policies; and
- Otherwise complies with its responsibilities and duties as stated in its charter.

The Compensation Committee has the sole authority to retain any compensation consultant, legal counsel or other adviser that the Compensation Committee determines is independent from management under the independence factors enumerated by the rules of the NYSE, and is directly responsible for the appointment, compensation and oversight of the work of any such consultant or adviser. The Compensation Committee met one time during fiscal year 2019 and acted by written consent five times. In performing its functions and fulfilling its oversight responsibilities, the Compensation Committee consults separately and jointly with the Executive Chairman and other members of our management.

Conflicts Committee

Pursuant to our partnership agreement, our general partner may, but is not required to, seek the approval of the Conflicts Committee whenever a conflict arises between our general partner or its affiliates, on the one hand, and us or any public unitholder, on the other. The Conflicts Committee may then determine whether the resolution of the conflict of interest is the best interests of the Partnership. The members of the Conflicts Committee may not be officers or employees of our general partner or directors, officers, or employees of its affiliates, and must meet the independence standard established by the NYSE and the Exchange Act to serve on an audit committee of a board of directors. During 2019, the Conflicts Committee was comprised of Ms. Ecton, who also serves as its chairman, and Mr. Muller. Among other responsibilities, the Conflicts Committee:

- As requested by the Board, investigates, reviews, evaluates and acts upon any potential conflicts of interest between our general partner or its affiliates, on the one hand, and us or any public unitholder, on the other; and
- Carries out any other duties delegated by the Board that relate to potential conflicts of interest.

In performing its functions and fulfilling its responsibilities, the Conflicts Committee has the sole authority to retain, compensate, direct, oversee, and terminate any counsel or other advisers hired to assist the Conflicts Committee, including engaging consultants, attorneys, independent accountants and other service providers to assist in the evaluation of conflicts

matters and approving such consultants' fees and other retention terms. Any matters approved by the Conflicts Committee are conclusively deemed to be fair and reasonable to us, approved by all of our partners and not a breach by the general partner of any duties it may owe us or our unitholders. The Conflicts Committee met one time in 2019.

EH&S Committee and Special Committee

Although not required by NYSE listing standards, the Board has an EH&S Committee comprised of Mr. Shea, who also serves as its chairman, Ms. Ecton and Messrs. Muller and Pytosh. While none of the members of our EH&S Committee is required to be "independent," the Board has affirmatively determined that Ms. Ecton and Messrs. Shea and Muller meet the independence standards established by the NYSE and the Exchange Act. Among other responsibilities, the EH&S Committee is responsible for providing oversight with respect to the establishment and administration of environmental, health and safety policies, programs, procedures and initiatives. The EH&S Committee met one time in 2019.

The Board also has a Special Committee comprised of Messrs. Frates, Lamp and Langham. Among other responsibilities, the Special Committee is responsible for evaluating and approving matters arising during the intervals between meetings of the Board that did not warrant convening a special meeting of the Board but should not be postponed until the next scheduled meeting of that Board, and also for exercising the approval authority delegated to the Special Committee by the Board. The Special Committee did not meet in 2019, and acted by written consent six times.

Meetings of Independent or Non-Management Directors and Executive Sessions

To promote open discussion among independent and non-management directors, we schedule regular executive sessions in which our independent or non-management directors meet without management participation. During 2019, three of our eight directors were independent, and three of our eight directors were non-management. Our independent directors met during five executive sessions in 2019. Ms. Ecton presided over the executive sessions held by our independent directors. Our non-management directors met one time in executive session in 2019. The non-management directors determine who will preside over each executive session.

Communications with Directors

Unitholders and other interested parties wishing to communicate with our Board may send a written communication addressed to:

CVR Partners, LP
2277 Plaza Drive, Suite 500
Sugar Land, Texas 77479
Attention: Executive Vice President, General Counsel and Secretary

Our General Counsel will forward all appropriate communications directly to our Board or to any individual director or directors, depending upon the facts and circumstances outlined in the communication. Any unitholder or other interested party who is interested in contacting only the independent directors or non-management directors as a group or the director who presides over the meetings of the independent directors or non-management directors may also send written communications to the contact above and should state for whom the communication is intended.

Compensation Committee Interlocks and Insider Participation

During 2019, the Compensation Committee was comprised of Messrs. Muller and Langham. None of the members of the Compensation Committee during 2019 has, at any time, been an officer or employee of the Partnership or our general partner and none has any relationship requiring disclosure under Item 404 of Regulation S-K under the Exchange Act. No interlocking relationship exists between the Board or Compensation Committee and the board of directors or compensation committee of any other company.

Corporate Governance Guidelines and Codes of Ethics

Our Corporate Governance Guidelines, as well as our Code of Ethics and Business Conduct, which applies to all of our directors, officers, and employees (and which includes additional provisions that apply to our principal executive officer, principal financial officer, principal accounting officer, and other persons performing similar functions) are available free of

charge on our website at www.CVRPartners.com. These documents are also available in print without charge to any unitholder requesting them. We intend to disclose any changes in or waivers from our Code of Ethics and Business Conduct by posting such information on our website or by filing a Form 8-K with the SEC.

Executive Officers

While the Board provides high-level strategy and guidance for the Partnership, our day-to-day activities are carried out by our executive officers. Our executive officers are appointed by the Board and act within the authorities granted by the Board and our organizational documents. Limited partners are not entitled to appoint our executive officers or directly or indirectly participate in our management or operations. In this report, we refer to the executive officers of our general partner as "our executive officers." The following table sets forth the names, positions, ages, background, experience and qualifications (as of February 19, 2020) of the executive officers of our general partner, other than Messrs. Lamp and Pytosh, who are listed under "The Board" above.

Name	Principal Occupation, Experience and Qualifications
Tracy D. Jackson *Age: 50* ***Executive Vice President and Chief Financial Officer (since 2018)***	Ms. Jackson has served as our Executive Vice President and Chief Financial Officer since May 2018. Prior to joining CVR Partners, Ms. Jackson held various positions at Tesoro Corporation and Tesoro Logistics LP including vice president and controller from March 2015 to October 2016, vice president of financial planning and analytics from September 2013 to March 2015, vice president of finance and treasurer from October 2010 to September 2013 and vice president of internal audit from May 2007 to September 2010. Ms. Jackson obtained her undergraduate Bachelor of Business Administration and Accounting in 1993 and a Master of Business Administration in May 2012 from the University of Texas at San Antonio. Ms. Jackson is a CPA, a Certified Internal Auditor and Certified Information Systems Auditor.
Melissa M. Buhrig *Age: 44* ***Executive Vice President, General Counsel and Secretary (since 2018)***	Ms. Buhrig has served as our Executive Vice President, General Counsel and Secretary since July 2018. Prior to joining CVR Partners, Ms. Buhrig served as executive vice president, general counsel and secretary of Delek US Holdings, Inc. and the general partner of Delek Logistics Partners, LP from October 2017 to June 2018 and held various positions with Western Refining, Inc. ("WNR") from November 2005 until June 2017 including senior vice president-services and compliance officer from August 2016 until WNR's acquisition by Andeavor in July 2017, executive vice president, general counsel, secretary and compliance officer of the general partner of Northern Tier Energy, LP (a WNR affiliate) from March 2014 until August 2016 and vice president, assistant general counsel and assistant secretary prior to March 2014. Ms. Buhrig received a Bachelor of Arts in Political Science from the University of Michigan and a Juris Doctorate with honors from the University of Miami School of Law.
Matthew W. Bley *Age: 38* ***Chief Accounting Officer and Corporate Controller (since 2018)***	Mr. Bley has served as our Chief Accounting Officer and Corporate Controller since April 2018. Prior to joining CVR Partners, Mr. Bley held the roles of assistant controller of reporting from March 2015 to April 2018, senior manager of financial reporting from September 2013 to March 2015, and manager of accounting research from May 2012 to September 2013 for Andeavor (formerly Tesoro). Mr. Bley received a Bachelor of Science in Business Administration and a Master of Science in Accounting from Trinity University in 2004 and 2005, respectively. In addition, he received a Master of Business Administration from Baylor University and is a Certified Public Accountant.

Delinquent Section 16(a) Reports

Section 16(a) of the Exchange Act requires our officers and directors and each person who owns more than 10% of our outstanding common units, to file reports of their common unit ownership and changes in their ownership of our common units with the SEC. Based solely on our review of the copies of such reports furnished to us or such representations, as appropriate,

to our knowledge, all of our executive officers and directors, and other persons who owned more than 10% of our outstanding common units, fully complied with the reporting requirements of Section 16(a) during 2019.

Item 11. *Executive Compensation*

Compensation Discussion and Analysis

The following discussion and analysis of compensation arrangements (the "Compensation Discussion and Analysis") of our named executive officers (defined below) for 2019 should be read together with the compensation tables and related disclosures set forth below. This discussion contains forward-looking statements that are based on our current plans, considerations, expectations, and determinations regarding future compensation actions. Our actual compensation actions may differ materially from the currently planned programs and payouts summarized in this discussion.

Named Executive Officers

The "named executive officers" in this Form 10-K are as follows:

(1) David L. Lamp, our Executive Chairman;

(2) Mark A. Pytosh, our President and Chief Executive Officer;

(3) Tracy D. Jackson, our Executive Vice President and Chief Financial Officer;

(4) The next two most highly compensated individuals who were serving as executive officers at the end of the last completed fiscal year (Melissa M. Buhrig, Executive Vice President, General Counsel and Secretary; and Matthew W. Bley, Chief Accounting Officer and Corporate Controller; and

(5) Janice T. DeVelasco, our Vice President - Environmental, Health & Safety, who ceased to be an "executive officer" under the Exchange Act of 1934 as of May 2019.

Neither the Partnership nor our general partner directly employs our named executive officers other than Mr. Pytosh, who as of December 31, 2019, was employed by our general partner. All of our other executive officers are employed by CVR Energy or its subsidiaries, and all of our executive officers divide their time between working for us and working for CVR Energy and its other subsidiaries.

The approximate weighted-average percentages of the amount of time that the named executive officers dedicated to the management of our business in 2019 were as follows: David L. Lamp (15%); Mark A. Pytosh (60%); Tracy D. Jackson (30%); Melissa M. Buhrig (20%); Matthew W. Bley (15%); and Janice DeVelasco (15%). These numbers are weighted because the named executive officers may spend a different percentage of their time dedicated to our business each quarter. The remainder of their time, if any, was spent working for CVR Energy and its other subsidiaries.

Our named executive officers provide services to us under a services agreement between us, our general partner and CVR Energy (the "Services Agreement"), under which:

- CVR Energy makes available to our general partner the services of certain CVR Energy executive officers and employees, some of whom serve as executive officers of our general partner; and
- We, our general partner and our operating subsidiaries, as the case may be, are obligated to reimburse CVR Energy for any portion of the costs that CVR Energy incurs in providing compensation and benefits to such CVR Energy employees while they are performing services to us. We also pay our allocated portion of performance units and incentive units issued by CVR Energy or its subsidiaries to those employees providing services to us under the Services Agreement.

Under the Services Agreement, we pay CVR Energy: (i) all costs incurred by CVR Energy or its affiliates in connection with the employment of its employees who provide us services on a full-time basis, but excluding certain share-based compensation; (ii) a prorated share of costs incurred by CVR Energy or its affiliates in connection with the employment of its employees who provide us services on a part-time basis, but excluding certain share-based compensation, with such prorated

share determined by CVR Energy on a commercially reasonable basis, based on the percent of total working time that such shared employees are engaged in performing services for us; (iii) a prorated share of certain administrative costs, including office costs, services by outside vendors, other sales, general and administrative costs and depreciation and amortization; and (iv) various other administrative costs in accordance with the terms of the agreement. Either CVR Energy or our general partner may terminate the Services Agreement upon at least 180 days' notice. For more information on this Services Agreement and the GP Services Agreement (referenced below), see "Certain Relationships and Related Transactions, and Director Independence - Agreements with CVR Energy." In addition, we or our general partner may provide certain services to CVR Energy via the GP Services Agreement ("GP Services Agreement"). Pursuant to the GP Services Agreement, CVR Energy must pay a prorated share of costs incurred by the Partnership or its general partner in connection with the provision of services to CVR Energy on a part-time basis by employees of the Partnership, as determined by the general partner on a commercially reasonable basis based on the percentage of total working time that such shared employees are engaged in performing services for CVR Energy.

Compensation Philosophy, Objectives and Processes

Our Compensation Committee approves compensation only for Mr. Pytosh (other than 40% of his base salary, annual bonus and equity-based incentives which are set by CVR Energy). Although our Compensation Committee generally engages in discussions with the Compensation Committee of the board of directors of CVR Energy (the "CVI Compensation Committee") regarding compensation for our named executive officers and the performance of such named executive officers, it does not determine the compensation of those other named executive officers other than Mr. Pytosh, and has no control over and does not establish or direct the compensation policies or practices of CVR Energy. Accordingly, while the compensation philosophies, objectives and processes described below are generally applicable to both the Partnership and CVR Energy, the remainder of this Compensation Discussion and Analysis discusses CVR Partners' compensation programs in which references to our named executive officers refer solely to Mr. Pytosh, except where otherwise indicated.

In establishing named executive officer compensation, our Compensation Committee (and the CVI Compensation Committee) generally seeks to compensate named executive officers in a way that meaningfully aligns their interests with the interests of our unitholders, including:

- Incentivizing important business priorities such as safety, reliability, environmental performance and earnings growth;
- Aligning the named executive officers' interests with those of our unitholders and stakeholders, including providing long-term economic benefits to the unitholders;
- Providing competitive financial incentives in the form of salary, bonuses and benefits with the goal of retaining and attracting talented and highly motivated executive officers; and,
- Maintaining a compensation program whereby the executive officers, through exceptional performance and equity-based incentive awards, have the opportunity to realize economic rewards commensurate with appropriate gains of other unitholders and stakeholders.

The Compensation Committee takes these main objectives into consideration when creating its compensation programs, setting each element of compensation under those programs, and determining the proper mix of the various compensation elements. Named executive officer compensation will generally include a mix of fixed elements, intended to provide stability, as well as variable elements, which align pay and performance, incentivizing and rewarding our named executive officers in years where the Partnership achieves superior results.

The Compensation Committee also generally considers, among other factors, the success and performance of the Partnership, the contributions of named executive officers to such success and performance, and the current economic conditions and industry environment in which the Partnership operates. From time to time, the Compensation Committee may utilize various tools in evaluating and establishing named executive officer compensation, including their own common sense, knowledge and experience, as well as some or all of the following:

- *Input from Board members or management.* The Compensation Committee may from time to time ask that certain members of the Board and/or management provide information and recommendations relating to named executive officer compensation. Such information typically includes the named executive officers' roles and responsibilities, job performance, the Partnership's performance generally and among the industry, and such other information as may be requested by the Compensation Committee.
- *Market data and peer comparisons.* The Compensation Committee may utilize market data derived from the executive pay practices and levels of industry companies supplemented with broad-based compensation survey data, survey data

from the energy, refining and processing industries that influence the competitive market for executive compensation levels and/or from companies comparable to the Company in terms of size and scale.

- *The analysis, judgment and expertise of an independent compensation consultant.* The Compensation Committee may engage an independent outside compensation consultant periodically to provide a comprehensive analysis and recommendations regarding named executive officer compensation.

Our Compensation Committee periodically evaluates and considers risks of our compensation policies and practices and those of CVR Energy as generally applicable to employees, including our named executive officers. Our Compensation Committee believes that neither our policies and practices nor the policies and practices of CVR Energy encourage excessive or unnecessary risk-taking, and are not reasonably likely to have a material adverse effect on us. In reaching this conclusion, our Compensation Committee reviewed and discussed the design features, characteristics, and performance metrics of our compensation programs, approval mechanisms for compensation, and observed the following factors, among others, which the Compensation Committee believes reduces risks associated with our and CVR Energy's compensation policies and practices:

- Our compensation policies and practices are centrally designed and administered;
- Our compensation is balanced among (i) fixed components like salary and benefits, and (ii) annual and long-term incentives tied to a mix of financial and operational performance; and
- The Compensation Committee has discretion to adjust annual or performance-based awards when appropriate based on our interests and the interests of our unitholders.

Compensation Process for 2019

We compete with many other companies for experienced and talented executives. In setting named executive officer compensation for 2019, while the Compensation Committee considered the philosophies and objectives described above, it did not engage an independent compensation consultant. Instead, the Compensation Committee considered input from management including the Executive Chairman and utilized the directors' own common sense, knowledge and experience in assessing reasonableness of compensation and ensuring compensation levels remain competitive in the marketplace. The Compensation Committee further considered the structure it utilized for 2018 compensation, determined that no material changes to such structure was appropriate at this time, and elected to keep the structure of 2019 compensation generally consistent with the previous year.

2019 Named Executive Officer Compensation - CVR Partners

Compensation Elements. As with 2018, the three primary components of CVR Partners' compensation program for 2019 included base salary, an annual performance-based cash bonus, and an annual equity-based incentive award vesting ratably over three years. The Compensation Committee has not adopted any formal or informal policies or guidelines for allocating compensation between long-term and current compensation.

Base Salary. Base salaries are set at a level intended to enable CVR Partners to hire and retain executives, to enhance the executive's motivation in a highly competitive and dynamic environment, and to reward individual and company performance. Rather than establishing compensation solely on a formula-driven basis, decisions by our Compensation Committee are made using an approach that considers several important factors in developing compensation levels. In determining base salary levels, the Compensation Committee takes into account the following factors: (i) CVR Partners' financial and operational performance for the year; (ii) the previous years' compensation level for each executive; (iii) recommendations of the Executive Chairman based on individual responsibilities and performance, (iv) the directors' own common sense, knowledge, experience and views of the skills necessary for long-term performance; (v) whether individual base salaries reflect responsibility levels and are reasonable, competitive and fair; and (vi) each named executive officer's commitment and ability to strategically meet business challenges, achieve financial results, promote legal and ethical compliance, lead their own business or business team for which they are responsible and diligently and effectively respond to immediate needs of the volatile industry and business environment. In February 2019, considering the factors set forth above, the Compensation Committee established 2019 base salary for Mr. Pytosh of $330,630, making Mr. Pytosh's total 2019 base salary, including time dedicated to CVR Energy, $551,050.

Annual Performance-Based Bonus. During 2019, the Compensation Committee evaluated the metrics included in CVR Partners' annual performance-based bonus program for 2018 (the "2018 UAN Plan") and the Partnership's Mission and Core Values described in Management's Discussion and Analysis above, and further considered the Compensation Committee's

objectives of rewarding employees (including named executive officers) for measured performance, aligning employees' interests with those of its unitholders, encouraging employees to focus on targeted performance, and providing employees with the opportunity to earn additional compensation based on their and the Partnership's performance. In March 2019, the Compensation Committee considered these factors and, following consultation with Mr. Lamp, established the 2019 CVR Partners, LP Performance-Based Bonus Plan (the "2019 UAN Plan"), which applies to all eligible employees of the general partner, including Mr. Pytosh and contains terms generally equivalent to the 2018 UAN Plan.

The 2019 UAN Plan includes a target bonus percentage for each participant. In setting Mr. Pytosh's target bonus percentage for 2019, the Compensation Committee considered his bonus target for 2018, the total cash compensation to which Mr. Pytosh may be eligible in 2019, the expected ratio of salary to bonus and the Compensation Committee's belief that a significant portion of its named executive officers' compensation should be at risk based on individual and entity performance, and elected to keep his 2019 bonus target the same as 2018, or 135% of base salary.

Payout under the 2019 UAN Plan was dependent first on achievement of an Adjusted EBITDA Threshold of $94 million, and following achievement thereof, based upon the achievement of the Partnership under the performance measures specified below, followed by an adjustment based on employees' individual performance. These performance measures, including the threshold, target and maximum performance goals for each such performance measure, included in the 2019 UAN Plan were determined by the Compensation Committee based on its discussions with management including the Executive Chairman and the directors' knowledge and experience, and were selected with the goals of enforcing the Core Values, optimizing operations, maintaining financial stability and providing a safe and environmentally responsible workplace intended to maximize CVR Partners' overall performance resulting in increased unitholder value. The Partnership performance measures in the 2019 UAN Plan were substantially the same as the 2018 UAN Plan, and included the following:

Environmental Health & Safety ("EH&S") Measures (25%)

Three measures evenly weighted (33-1/3% each), including Total Recordable Incident Rate ("TRIR"), Process Safety Tier I Incident Rate ("PSIR"), and Environmental Events ("EE"), with achievement determined based on the following:

Percentage Change (over the prior year)	Bonus Achievement
Increase in Incident Rate or Incidents	Zero
0%	50% of Target Percentage (Threshold)
Decrease > 0% and < 3%	Linear Interpolation between Threshold and Target
Decrease of 3%	Target Percentage
Decrease > 3% and < 10%	Linear Interpolation between Target and Maximum
Decrease of 10% or more, or if TRIR is maintained at or below 1.0, PSIR at or below 0.2 and EE at or below 20	150% of Target (Maximum)

Financial Measures (75%)

Four measures evenly weighted (25% each), including Reliability, Equipment Utilization, Operating Expenses and Return on Capital Employed ("ROCE"), with achievement determined based on the following:

Reliability	Bonus Achievement
Greater than 8.0%	Zero
8%	50% of Target Percentage (Threshold)
6.01% to 7.99%	Linear Interpolation between Threshold and Target
6%	Target Percentage
5.0% to 5.99%	Linear Interpolation between Target and Maximum
Less than 5.0%	150% of Target (Maximum)

Equipment Utilization	Bonus Achievement
Less than 95%	Zero
95%	50% of Target Percentage (Threshold)
95.01% to 99.99%	Linear Interpolation between Threshold and Target
100%	Target Percentage
100.01% to 104.99%	Linear Interpolation between Target and Maximum
Greater than 105%	150% of Target (Maximum)

Operating Expense	Bonus Achievement
Greater than 103%	Zero
103%	50% of Target Percentage (Threshold)
100.1% to 102.99%	Linear Interpolation between Threshold and Target
100%	Target Percentage
95% to 99.99%	Linear Interpolation between Target and Maximum
Less than 95%	150% of Target (Maximum)

ROCE (Ranking vs. Peer Group)	Bonus Achievement
First (highest)	150% of Target (Maximum)
Second	125% of Target Percentage
Third	112.5% of Target Percentage
Fourth	Target Percentage (100%)
Fifth	75% of Target Percentage
Sixth	50% of Target Percentage (Minimum)
Seventh	Zero

The Peer Group utilized in the 2019 UAN Plan for determination of ROCE was selected by the Compensation Committee based on discussions with the Executive Chairman and the Chief Executive Officer and the directors' knowledge of the fertilizer industry, and was intended to include companies in the fertilizer industry with similar operations to the Partnership and those with which the Partnership competes for executive talent. The Peer Group for 2019 was the same as 2018, and included CF Industries Holdings, Inc.; LSB Industries, Inc.; Nutrien Ltd.; The Andersons, Inc.; Green Plains Partners LP; and Flotek Industries Inc.

The table below reflects: (1) the EH&S and financial measures used to determine payout under the 2019 UAN Plan for Mr. Pytosh; (ii) actual results with respect to each such measure for 2019 as certified by the Compensation Committee in February 2020; and (iii) the portion of the 2019 bonus determined based on each such measure, which payout averaged 110% of target. The named executive officers could have received between 0% and 150% of target based on these measures.

	Measure	2019 Actual	Bonus Achievement
EH&S:	TRIR	Decrease of 2%	87 %
	PSIR	Decrease of 75%	150 %
	EE	Decrease of 64%	150 %
		Overall EH&S	**129 %**
Financial:	Reliability	4.0%	150 %
	Equipment Utilization	98.0%	77 %
	Operating Expenses	101.0%	87 %
	ROCE	11% (Fourth)	100 %
		Overall Financial	**103 %**

In February 2020, the Compensation Committee approved payout to Mr. Pytosh under the 2019 UAN Plan of $479,400, approximately 110% of his respective target annual bonus based on his base salary for the Partnership. His total bonus payout under the 2019 UAN Plan and the 2019 performance-based bonus plan for CVR Energy (the "2019 CVI Plan") described below was $1,275,300.

Equity-Based Incentive Awards. The Compensation Committee believes equity-based compensation is one of the most crucial elements of its compensation program. The amount of any particular equity award is strictly made on a subjective and individual basis after consideration of various relevant factors including the named executives' overall compensation package, the compensation philosophies and objectives described above, the Partnership's interest in rewarding long-term performance of its named executive officers and the ability to generate significant future value for each named executive officer if CVR Partners' performance is outstanding and the value of CVR Partners increases for all of its unitholders. The Compensation Committee further believes that its equity-based incentives promote long-term retention of its named executive officers. CVR Partners established its long-term incentive plan in March 2011 (the "CVR Partners LTIP") in connection with the completion of its initial public offering in April 2011. The Compensation Committee may elect to make grants of restricted units, options, phantom units or other equity-based awards under the CVR Partners LTIP in its discretion or may recommend grants to the Board for its approval, as determined by the Compensation Committee in its discretion. Effective December 2019, the Compensation Committee awarded to Mr. Pytosh 191,930 phantom units of the Partnership, as part of his 2020 compensation, which phantom units vest ratably over three years, subject to the terms and conditions of the award agreement.

Perquisites. The total value of all perquisites and personal benefits provided to each of its named executive officers in 2019 was less than $10,000.

Benefits. During 2019, all the named executive officers participated in the health benefits, welfare and retirement plans of CVR Energy except for Ms. DeVelasco, who did not participate in the health benefits plan.

Other Forms of Compensation. Mr. Lamp has provisions in his employment agreements with CVR Energy that provides for severance benefits in the event a termination of his employment under certain circumstances. These severance provisions are described below in "Change-in-Control and Termination Payments." In September 2018, Messrs. Pytosh and Bley and Mses. Buhrig and Jackson became subject to a Change in Control Severance Plan (the "CVI Severance Plan") which provides for severance benefits in the event of a termination of his or her employment under certain circumstances. These severance provisions are described below in "Change-in-Control and Termination Payments." Ms. DeVelasco is not party to any employment agreement or severance plan.

2019 Named Executive Officer Compensation - CVR Energy

The objectives, considerations and process utilized by the CVI Compensation Committee, in general, as well as in setting 2019 compensation for named executive officers of CVR Energy, as well as the structure of 2019 compensation approved by such committee, was virtually identical to the objectives, considerations, process, and structure used by the Compensation Committee. For 2019, the CVI Compensation Committee approved:

- *2019 Compensation Structure.* Compensation structure consistent with the compensation structure approved by the Compensation Committee including a mix of base salary, performance-based bonus compensation, and long-term incentives;
- *2019 Base Salaries.* Base salaries for Messrs. Lamp, Pytosh (as to 40% of his base salary), and Bley and Mses. Jackson, Buhrig, and DeVelasco, of $1,000,000; $220,420; $281,190, $456,756, $512,500, and $302,475, respectively;
- *2019 Equity-Based Incentive Awards.* Incentive units in connection with the long-term incentive plan of CVR Energy (the "CVI LTIP") effective December 2018 for Messrs. Lamp, Pytosh, and Bley and Mses. Jackson, Buhrig, and DeVelasco of 39,652; 11,314; 4,362; 13,799; 15,861; and 4,415, respectively, which vest in one-third increments each December following the date of award, subject to the terms and conditions of the award agreement;
- *2019 Performance-Based Bonus Plan.* The 2019 CVI Plan, including target payouts of 150%, 135%, 60%, 120%, 120% and 60% of base salary to Messrs. Lamp, Pytosh, and Bley and Mses. Buhrig, Jackson, and DeVelasco, respectively, and terms and performance measures substantially similar to the performance-based bonus plan of CVI for 2018 (the "2018 CVI Plan") and the 2019 UAN Plan except the peer group, which in the 2019 CVI Plan also included six publicly traded petroleum refining and marketing companies the CVI Compensation Committee considered to be similar to CVR Energy with respect to operations and also competitive with CVR Energy for executive talent (Andeavor, Valero Energy Corp.; Marathon Petroleum Corp.; PBF Energy Inc.; Delek US Holdings,

Inc.; HollyFrontier Corp.; Par Pacific Holdings, Inc.). In February 2020, based on an average achievement of performance metrics under the 2019 CVI Plan of 118%, adjusted (for named executive officers other than Mr. Lamp), based on various factors including, among others, named executive officer performance during 2019, the significant achievement of CVR Energy during 2019, and the named executive officers' contributions to such achievements, the CVI Compensation Committee approved payouts under the 2019 CVI Plan of $1,770,000; $285,300; $822,100; $973,100; and $472,876 to Messrs. Lamp and Bley and Mses. Jackson, Buhrig and DeVelasco, respectively.

Compensation Committee Report

The Compensation Committee of our general partner has reviewed and discussed the Compensation Discussion and Analysis with management. Based on this review and discussion, the Compensation Committee recommended to the Board that the Compensation Discussion and Analysis be included in this Report.

Compensation Committee

Frank M. Muller, Jr. (Chairman)
Andrew Langham

February 20, 2020

Summary Compensation Table

The following table sets forth the compensation paid to the named executive officers during the years ended December 31, 2019, 2018, and 2017. In the case of named executive officers who are employed by CVR Energy, all compensation paid to such named executive officers is reflected in the table, not only the portion of compensation attributable to services performed for our business.

Name and Principal Position	Year	Salary (1)	Bonus (2)	Stock Awards (3)	Non-Equity Incentive Plan Compensation (1,4)	All Other Compensation (5)	Total
David L. Lamp, Executive Chairman	2019	$ 1,000,000	$ —	$ 1,500,000	$ 1,770,000	$ 20,364	$ 4,290,364
	2018	1,000,000	—	1,500,035	1,875,000	20,064	4,395,099
	2017	42,308	—	—	1,500,000	75,000	1,617,308
Mark A. Pytosh, President and Chief Executive Officer	2019	$ 551,050	$ 457,300	$ 1,102,000	$ 818,000	$ 20,364	$ 2,948,714
	2018	535,000	310,500	1,070,011	799,500	17,742	2,732,753
	2017	525,000	—	1,069,996	736,349	17,442	2,348,787
Tracy D. Jackson, Executive Vice President and Chief Financial Officer	2019	$ 456,756	$ 200,800	$ 548,000	$ 621,300	$ 17,865	$ 1,844,721
	2018	272,715	96,400	1,044,019	412,400	91,901	1,917,435
Melissa M. Buhrig, Executive Vice President, General Counsel and Secretary	2019	$ 512,500	$ 236,100	$ 615,000	$ 737,000	$ 99,410	$ 2,200,010
	2018	230,769	125,800	1,500,039	349,000	301,934	2,507,542
Matthew W. Bley, Chief Accounting Officer and Corporate Controller	2019	$ 281,190	$ 96,100	$ 169,000	$ 189,200	$ 17,044	$ 752,534
	2018	185,098	38,000	340,015	130,500	119,138	812,751
Janice T. DeVelasco, Vice President - Environmental, Health, Safety and Security	2019	$ 302,475	$ 271,676	$ 181,000	$ 201,200	$ 20,205	$ 976,556
	2018	277,500	224,300	167,019	195,500	18,523	882,842
	2017	270,692	—	228,998	185,527	18,180	703,397

(1) For 2018, amounts in the “Salary” and “Non-Equity Incentive Plan Compensation” columns for Mses. Jackson and Buhrig and Messrs. Bley and Lamp were prorated for the year in which their employment commenced based on their start dates in May 2018, July 2018, April 2018 and November 2017, respectively.

(2) Amounts in this column include the discretionary bonus amount, if any, paid based on individual performance, significant achievements and related factors under the 2019 CVI Plan or the 2018 CVI Plan, as applicable, which plans contains individual performance measures for each named executive officer other than Mr. Lamp. Other payments made pursuant to these plans are included in the “Non-Equity Incentive Plan Compensation” column.

(3) Amounts in this column reflect the aggregate grant date fair value of incentive units granted to each named executive officer in connection with the CVI LTIP plus phantom units granted to Mr. Pytosh under the CVR Partners LTIP, except that, for 2018 for Mses. Jackson and Buhrig and Mr. Bley, this amount also includes incentive awards made in connection with their hire of $522,003, $900,017, and $175,001, respectively.

(4) Amounts in this column reflect: (a) for 2019, amounts earned under the 2019 CVI Plan plus, for Mr. Pytosh, amounts earned under the 2019 UAN Plan, which are expected to be paid in March 2020; (b) for 2018, amounts earned under the 2018 CVI Plan plus, for Mr. Pytosh, amounts earned under the 2018 UAN Plan, which were paid in March 2019; and (c) for 2017, (i) for Mr. Lamp, the value of performance units granted under the CVI LTIP in November 2017 in connection with his hire, which were paid and settled in February 2019, and (ii) for Mr. Pytosh and Ms. DeVelasco, amounts earned under the performance-based bonus plan of CVR Energy for 2017, plus, for Mr. Pytosh, amounts earned under the performance-based bonus plan of CVR Partners for 2017, which were paid in 2018.

(5) Amounts in this column for 2019 include the following: (a) a company contribution under the CVR Energy 401(k) plan of $16,800 for each of Messrs. Lamp, Pytosh, and Bley and Mses. Jackson and DeVelasco, and $8,577 for Ms. Buhrig; (b) a company contribution under the CVR Energy basic life insurance program of $3,564 for Messrs. Lamp and Pytosh, $1,065 for Ms. Jackson, $540 for Ms. Buhrig, $244 for Mr. Bley, and $3,405 for Ms. DeVelasco; and (c) a company relocation contribution of $90,293 for Ms. Buhrig.

As described in more detail in the Compensation Discussion and Analysis, named executive officers other than Mr. Pytosh are employed by CVR Energy and dedicated only a portion of their time to our business in 2019. Furthermore, Mr. Pytosh dedicated a portion of his time to CVR Energy and its subsidiaries during 2019.

The following table outlines 2019 compensation paid to the named executive officers who are employed by CVR Energy and was attributable to their service to our business, based on the approximate percentage of time that each of them dedicated to our business during 2019.

Name	Salary	Bonus	Stock Awards	Non-Equity Incentive Compensation	Other
David L. Lamp	$ 150,000	$ —	$ 225,000	$ 265,500	$ 3,055
Tracy D. Jackson	137,027	6,000	164,400	186,390	5,359
Melissa M. Buhrig	102,500	—	123,000	147,400	19,882
Matthew W. Bley	42,179	3,750	25,350	28,380	2,556
Janice T. Develasco	45,371	4,500	27,150	30,180	3,031

The following table outlines 2019 cash compensation paid to Mr. Pytosh for actual time he spent attributable to service to CVR Energy and its subsidiaries.

Name	Salary	Bonus	Stock Awards	Non-Equity Incentive Compensation	Other
Mark A. Pytosh	$ 220,420	$ 457,300	$ 440,800	$ 338,600	$ 8,146

Grants of Plan-Based Awards

The following table sets forth information concerning amounts that could have been earned by our named executive officers under the 2019 UAN Plan and the 2019 CVI Plan, as well as under or relating to the CVR Partners LTIP and the CVI LTIP, as applicable, during 2019.

			Estimated Future Payouts Under Non-Equity Incentive Plan Awards (1)			Estimated Future Payouts under Equity Incentive Plan Awards (2)	
Name	Bonus Plan / Award Type	Grant Date	Threshold (3)	Target	Maximum	Number of Shares of Stock or Units	Grant Date Fair Value
David L. Lamp	2019 CVI Plan	n/a	$ 62,400	$ 1,500,000	$ 2,250,000	—	—
	Incentive Units	12/13/19	—	—	—	32,737	$ 1,499,977
Mark A. Pytosh	2019 CVI Plan	n/a	$ 12,379	$ 297,567	$ 446,351	—	—
	2019 UAN Plan	n/a	18,568	446,351	669,526	—	—
	Incentive Units	12/13/19	—	—	—	9,620	$ 440,779
	Phantom Units	12/13/19	—	—	—	191,930	661,199
Tracy D. Jackson	2019 CVI Plan	n/a	$ 22,801	$ 548,107	$ 822,161	—	—
	Incentive Units	12/13/19	—	—	—	11,960	$ 547,995
Melissa M. Buhrig	2019 CVI Plan	n/a	$ 25,584	$ 615,000	$ 922,500	—	—
	Incentive Units	12/13/19	—	—	—	13,422	$ 614,983
Matthew W. Bley	2019 CVI Plan	n/a	$ 7,019	$ 168,714	$ 253,071	—	—
	Incentive Units	12/13/19	—	—	—	3,688	$ 168,980
Janice T. DeVelasco	2019 CVI Plan	n/a	$ 7,550	$ 181,485	$ 272,228	—	—
	Incentive Units	12/13/19	—	—	—	3,950	$ 180,985

(1) Amounts in these columns reflect amounts that could have been earned by the named executive officers under the 2019 UAN Plan (with respect to Mr. Pytosh) or under the 2019 CVI Plan (with respect to Messrs. Lamp, Pytosh, and Bley and Mses. Jackson, Buhrig, and DeVelasco) in respect of 2019 performance with respect to each performance measure, excluding the impact of individual discretionary performance adjustments applicable under the 2019 UAN Plan and the 2019 CVI Plan for each of the named executive officers other than Mr. Lamp. The performance measures and related goals for 2019 are set by the Compensation Committee and the CVI Compensation Committee, as applicable, as described in the "Compensation Discussion and Analysis."

(2) Amounts in these column reflect the number of and grant date fair value of (i) certain incentive units awarded to Messrs. Lamp, Pytosh, and Bley and Mses. Jackson, Buhrig, and DeVelasco by CVR Energy during 2019; and (ii) phantom units awarded to Mr. Pytosh under the CVR Partners LTIP during 2019.

(3) For the 2019 CVI Plan and the 2019 UAN Plan, 'Threshold' represents the minimum payout under the 2019 CVI Plan and the 2019 UAN Plan, as applicable, assuming CVR Energy and the Partnership, as applicable, have satisfied the Adjusted Threshold EBITDA and have achieved performance under one of the EH&S measures equal to the prior year performance, resulting in payout of 50% of the 8.33% measure value, or 4.16% of total target payout. For more information and full description of the 2019 CVI Plan and the 2019 UAN Plan, see "Compensation Discussion and Analysis."

Employment Agreements

Employment Agreements with CVR Partners. None of our named executive officers have an employment agreement with the Partnership, its general partner or their subsidiaries.

Employment Agreements with CVR Energy. None of our named executive officers have an employment agreement with CVR Energy or its subsidiaries other than Mr. Lamp. On November 1, 2017, CVR Energy entered into an employment agreement with Mr. Lamp, as chief executive officer of CVR Energy, effective January 1, 2018. The agreement has a four-year term continuing through December 31, 2021, unless otherwise terminated by CVR Energy or Mr. Lamp. Mr. Lamp receives an annual base salary of $1,000,000 and is also eligible to receive a performance-based annual cash bonus with a target payment equal to 150% of his annual base salary, to be based upon individual and/or company performance criteria as established by the CVI Compensation Committee. In addition, Mr. Lamp is entitled to participate in such health, insurance, retirement and other employee benefit plans and programs of CVR Energy as in effect from time to time on the same basis as other senior executives of CVR Energy. During the term of the agreement, Mr. Lamp is eligible to receive annually (commencing on November 1, 2017) on the anniversary of the agreement date a grant of performance units pursuant to the CVI LTIP having an aggregate value of $1.5 million, or such other form of award as may be agreed upon by Mr. Lamp and the CVI Compensation Committee. Mr. Lamp is also eligible to receive an incentive payment of $10 million (the "Incentive Payment") payable if either the conditions set forth in the employment agreement or the conditions set forth in a separate Performance Unit Award Agreement ("PU Award Agreement") are fulfilled. The Incentive Payment becomes payable: (a) under the employment agreement, if on or prior to December 31, 2021, either (i) a transaction is consummated which constitutes a change in control (as defined in the employment agreement), or (ii) the Board approves a transaction which, if consummated, would constitute a change in control and such transaction is consummated on or prior to December 31, 2022; or (b) under the PU Award Agreement, the average closing price of CVR Energy's common stock over the 30-trading day period beginning on January 4, 2022 and ending on February 15, 2022 is equal to or greater than $60.00 per share (subject to any equitable adjustments required to account for splits, dividends, combinations, acquisitions, dispositions, recapitalizations and the like). Payment of the Incentive Payment is conditioned upon Mr. Lamp remaining employed with CVR Energy through December 30, 2021 (unless terminated by CVR Energy without cause or by Mr. Lamp for good reason (as defined in the employment agreement) on or after the satisfaction of the foregoing conditions and prior to December 30, 2021). Subject to the foregoing conditions, the Incentive Payment will, if it becomes payable, be paid within 30 days. For the avoidance of doubt, Mr. Lamp will not under any circumstance be entitled to receive more than one Incentive Payment and if he becomes entitled to the Incentive Payment under the terms of the employment agreement, Mr. Lamp will immediately forfeit any right to payments under the PU Award Agreement. The employment agreement requires Mr. Lamp to abide by a perpetual restrictive covenant relating to non-disclosure and non-disparagement and also includes covenants relating to non-solicitation and non-competition that govern during his employment and thereafter for the period severance is paid and, if no severance is paid, for six months following termination of employment. In addition, Mr. Lamp's employment agreement provides for certain severance payments that may be due following termination of his employment under certain circumstances, which are described below under "Change-in-Control and Termination Payments." The description of these agreements are qualified in their entirety by the text of such agreements, each is filed as an exhibit to this Annual Report on Form 10-K.

Outstanding Equity Awards at Fiscal Year End

The following table sets forth information concerning outstanding equity awards granted pursuant to the CVR Partners LTIP that were held by certain of the named executive officers as of December 31, 2019, as well as outstanding incentive unit awards made by CVR Energy and for which the Partnership will share in the expense. This table also includes incentive unit awards made by CVR Energy to Mr. Pytosh for which the Partnership does not share in the expense. All of the outstanding shares or units reflected below are subject to accelerated vesting under certain circumstances as described in more detail in the section titled "Change-in-Control and Termination Payments" below.

			Equity Awards That Have Not Vested		
Name	Award Type	Grant Date (1)	Number of Shares or Units		Market Value of Shares or Units (2)
David L. Lamp	Incentive Units	12/14/18	26,434	(3)	$ 1,149,350
	Incentive Units	12/13/19	32,737	(3)	1,323,557
Mark A. Pytosh	Phantom Units	12/29/17	61,671		$ 215,849
	Incentive Units	12/29/17	10,999	(3)	143,207
	Phantom Units	12/14/18	113,228		396,298
	Incentive Units	12/14/18	7,542	(3)	327,926
	Phantom Units	12/13/19	191,930		594,983
	Incentive Units	12/13/19	9,620	(3)	388,937
Tracy D. Jackson	Incentive Units	05/04/18	10,229	(3)	$ 123,362
	Incentive Units	12/14/18	9,199	(3)	399,973
	Incentive Units	12/13/19	11,960	(3)	483,543
Melissa M. Buhrig	Incentive Units	07/02/18	13,357	(3)	$ 161,085
	Incentive Units	12/14/18	10,574	(3)	459,758
	Incentive Units	12/13/19	13,422	(3)	542,651
Matthew W. Bley	Incentive Units	04/16/18	4,023	(3)	$ 50,569
	Incentive Units	12/14/18	2,908	(3)	126,440
	Incentive Units	12/13/19	3,688	(3)	149,106
Janice T. Develasco	Incentive Units	12/29/17	5,885	(3)	$ 76,623
	Incentive Units	12/14/18	2,943	(3)	127,962
	Incentive Units	12/13/19	3,950	(3)	159,699

(1) The incentive or phantom units generally vest in one-third annual increments in December of each of the three years following the Grant Date, subject to the terms of the applicable award agreement.

(2) This column represents the number of unvested units outstanding on December 31, 2019, multiplied by: (a) for incentive units issued on December 13, 2019, $40.43 (equal to the December 31, 2019, closing price (the "Closing Price") of CVR Energy common stock); (b) for incentive units issued on December 14, 2018, $43.48 (equal to the Closing Price of CVR Energy common stock plus $3.05 in accrued dividends, respectively); (c) for incentive units issued on April 16, May 4 and July 2, 2018, $12.57, $12.06 and $12.06, respectively (equal to the fair market value of CVR Refining common units plus $2.07 in accrued distributions for the April 16, 2018 award and $1.56 in accrued distributions for the May 4 and July 2 awards); and (d) for phantom units issued on December 29, 2017, December 14, 2018 and December 13, 2019, $3.50, $3.50 and $3.10, respectively (equal to the Closing Price of Partnership common units, plus $0.40 in accrued distributions for the 2017 and 2018 awards).

(3) The Partnership will share in its prorated share of the costs associated with these awards based on the percentage of time that the executive dedicates to our business during the vesting term.

Equity Awards Vested During Fiscal Year 2019

This table reflects the portion of phantom units granted pursuant to the CVR Partners LTIP as well as incentive unit awards made by CVR Energy for which the Partnership shared in the expense that vested during 2019. This table also includes incentive unit awards made to Mr. Pytosh by CVR Energy that vested during 2019 and for which the Partnership did not share in the expense.

	Equity Awards			
Name	Number of Shares or Units Acquired on Vesting		Value Realized on Vesting	
David L. Lamp	13,218	$	597,189	(1)
Mark A. Pytosh	38,674	$	127,237	(2)
	14,878		207,697	(3)
	61,671		201,664	(4)
	11,000		143,220	(5)
	56,614		185,128	(6)
	3,772		170,419	(1)
Tracy D. Jackson	10,229	$	123,362	(7)
	4,600		207,828	(1)
Melissa M. Buhrig	13,357	$	161,085	(7)
	5,287		238,867	(1)
Matthew W. Bley	4,023	$	50,569	(8)
	1,454		65,692	(1)
Janice T. DeVelasco	7,793	$	108,790	(3)
	5,885		76,623	(5)
	1,472		66,505	(1)

(1) For incentive units for Messrs. Lamp, Pytosh, and Bley and Mses. Jackson, Buhrig, and DeVelasco that vested during fiscal year 2019, the amount reflected includes a per unit value equal to (i) the average closing price of CVR Energy's common stock in accordance with the agreement, and (ii) accrued distributions of $3.05 per unit.

(2) For phantom units that vested during fiscal year 2019, the amount reflected includes a per unit value equal to (i) the average closing price of CVR Partners' common units in accordance with the agreement, and (ii) accrued distributions of $0.42 per unit.

(3) For incentive units for Mr. Pytosh and Ms. DeVelasco that vested during fiscal year 2019, the amount reflected includes a per unit value equal to (i) the fair market value of CVR Refining's common units in accordance with the agreement, and (ii) accrued distributions of $3.46.

(4) For phantom units that vested during fiscal year 2019, the amount reflected includes a per unit value equal to (i) the average closing price of CVR Partners' common units in accordance with the agreement, and (ii) accrued distributions of $0.40 per unit.

(5) For incentive units for Mr. Pytosh and Ms. DeVelasco that vested during fiscal year 2019, the amount reflected includes a per unit value equal to (i) the fair market value of CVR Refining's common units in accordance with the agreement, and (ii) accrued distributions of $2.52 per unit.

(6) For phantom units that vested during fiscal year 2019, the amount reflected includes a per unit value equal to (i) the average closing price of CVR Partners' common units in accordance with the agreement, and (ii) accrued distributions of $0.40 per unit.

(7) For incentive units for Mses. Jackson and Buhrig that vested during fiscal year 2019, the amount reflected includes a per unit value equal to (i) the fair market value of CVR Refining's common units in accordance with the agreement, and (ii) accrued distributions of $1.56 per unit.

(8) For incentive units that vested during fiscal year 2019, the amount reflected includes a per unit value equal to (i) the fair market value of CVR Refining's common units in accordance with the agreement, and (ii) accrued distributions of $2.07 per unit.

Reimbursement of Expenses of Our General Partner

Our general partner and its affiliates are reimbursed for expenses incurred on our behalf under the Services Agreement. See "Certain Relationships and Related Transactions, and Director Independence - Agreements with CVR Energy and CVR Refining - Services Agreement" for a description of our Services Agreement. These expenses include the costs of employee,

officer and director compensation and benefits properly allocable to us, and all other expenses necessary or appropriate to the conduct of our business and allocable to us. These expenses also include costs incurred by CVR Energy or its affiliates in rendering corporate staff and support services to us pursuant to the Services Agreement, including a pro-rata portion of the compensation of CVR Energy's executive officers who provide management services to us based on the amount of time such executive officers devote to our business. For the year ended December 31, 2019, the total amount paid to our general partner and its affiliates (including amounts paid to CVR Energy pursuant to the Services Agreement) was approximately $22.4 million.

Our partnership agreement provides that our general partner determines which of its affiliates' expenses are allocable to us and the Services Agreement provides that CVR Energy invoice us monthly for services provided thereunder. Our general partner may dispute the costs that CVR Energy charges us under the Services Agreement, but we are not entitled to a refund of any disputed cost unless it is determined not to be a reasonable cost incurred by CVR Energy in connection with services it provided.

Change-in-Control and Termination Payments

Certain of our named executive officers are entitled to severance and other benefits from CVR Energy following the termination of their employment under certain circumstances.

David L. Lamp. Under his employment agreement, if Mr. Lamp's employment is terminated due to death or disability, or by CVR Energy without cause and not in connection with a change in control, he (or his estate, in the event of termination due to death) is entitled to: (a) any accrued but unpaid amounts, plus (b) salary continuation for the lesser of six months and the remainder of the term of the employment agreement (such period, the "Lamp Post-Employment Period"), plus (c) a pro-rata bonus for the year in which termination occurs based on actual results. For terminations due to disability, Mr. Lamp is also entitled to disability benefits. If Mr. Lamp's employment is terminated either by CVR Energy without cause or by Mr. Lamp for good reason (as these terms are defined in his employment agreement) one year following a change in control (as defined in his employment agreement) or in specified circumstances prior to and in connection with a change in control, Mr. Lamp will receive the Incentive Payment within 30 days following the consummation of the change in control. Mr. Lamp does not receive any payments or benefits in the event of retirement. As a condition to receiving these severance payments and benefits, Mr. Lamp must execute, deliver and not revoke a general release of claims and abide by restrictive covenants relating to non-solicitation and non-competition during Mr. Lamp's employment term, and thereafter during the period he receives severance payments or supplemental disability payments, as applicable, or for six months following the end of the term (if no severance or disability payments are payable), as well as a perpetual restrictive covenant relating to non-disclosure and non-disparagement and covenants. If any payments or distributions due to Mr. Lamp under his employment agreement would be subject to the excise tax imposed under Section 4999 of the Code, then such payments or distributions will be "cut back" only if that reduction would be more beneficial to him on an after-tax basis than if there was no reduction. Under the performance units granted to Mr. Lamp under the CVI LTIP in November 2017 (which award has a performance period ending December 31, 2018 and a target payout of $1.5 million), Mr. Lamp is entitled to payout of such award in the event of his termination by reason of his death or disability, or by CVR Energy other than for cause, or, in the event of his resignation for good reason (as such terms are defined in the performance unit agreement.

Other Named Executive Officers. Mses. Jackson, Buhrig and DeVelasco and Messrs. Pytosh, and Bley do not have employment agreements. However, under (the "CVI Severance Plan"), Mses. Jackson and Buhrig and Messrs. Pytosh and Bley are generally eligible for certain payments in the event of their involuntary termination (other than for cause, as defined in the "CVI Severance Plan") or their resignation for good reason (as defined in the "CVI Severance Plan"), in each case, within the 120 days preceding or the 24 months following a change in control (as defined in the "CVI Severance Plan") including any amounts accrued prior to termination, plus a lump sum payment equal to twelve months of base salary plus the average annual bonus paid during the preceding three years (or target in the event of no bonus history). They are also entitled to acceleration of unvested equity awards. These payouts are subject to various conditions including the execution of a release agreement, a perpetual restrictive covenant relating to non-disclosure and non-disparagement and covenants relating to non-solicitation and non-competition for a period of 12 months.

The amounts of potential post-employment payments and benefits in the table below assume that the triggering event took place on December 31, 2019. Pursuant to the Services Agreement that we entered into with CVR Energy, we are responsible for the payment of our proportionate share of (the "CVI Severance Plan") and other benefits costs following the termination of employment of the executive officers that are employed by CVR Energy.

	Cash Severance					Benefit Continuation (3)				
	Death	Disability	Retirement	Termination without Cause or with Good Reason (4)		Death	Disability	Retirement	Termination without Cause or with Good Reason (4)	
				(1)	(2)				(1)	(2)
David L. Lamp	$ 2,000,000	$ 2,000,000	$ 1,608,375	$ 2,108,375	$ 10,000,000	$ —	$ —	$ —	$ —	$ —
Mark A. Pytosh	—	—	—	—	1,429,517	—	—	—	—	—
Tracy D. Jackson	—	—	—	—	991,761	—	—	—	—	—
Melissa M. Buhrig	—	—	—	—	1,080,767	—	—	—	—	—
Matthew W. Bley	—	—	—	—	449,833	—	—	—	—	—

(1) Severance payments and benefits in the event of termination without cause or resignation for good reason not in connection with a change in control.
(2) Severance payments and benefits in the event of termination without cause or resignation for good reason in connection with a change in control.
(3) For Mr. Lamp, payments upon (a) death, disability, or termination without cause or with good reason not in connection with a change in control include: (i) base salary payable for six months under his employment agreement, plus (ii) a pro-rata bonus under his employment agreement, and (b) termination without cause or with good reason in connection with a change in control includes payout of the incentive payment set forth under his employment agreement.
(4) Payments in the termination without cause or with good reason column include, under the CVI Severance Plan, a lump sum of twelve months' base pay plus the average of the preceding three years' annual bonus (or target in the event of no bonus history).

Certain of our named executive officers have received incentive unit awards under the CVR LTIP, as well as phantom unit awards under the CVR Partners LTIP, each of which generally represents the right to receive, upon vesting, a cash payment equal to (i) the number of units times the average closing price of a common share of CVR Energy, a common unit of Partnership or the fair market value of a common unit of CVR Refining, as applicable, for the ten trading days preceding vesting, plus (ii) the per unit cash value of all dividends declared and paid by CVR Energy or distributions declared and paid by the Partnership or CVR Refining, as applicable, from the grant date to and including the vesting date. These awards generally provide for acceleration upon certain termination events, as follows:

- For phantom units of the Partnership issued to Mr. Pytosh, if Mr. Pytosh (a) is terminated other than for cause, or (b) is terminated due to death or disability, then the portion of the award scheduled to vest in the year in which such event occurs becomes immediately vested and the remaining portion is forfeited. If Mr. Pytosh is terminated other than for cause or resigns for good reason in connection with a change in control all unvested awards accelerate.
- For incentive units of CVR Energy granted to named executive officers, if the incentive units are cancelled under its LTIP plan or if such named executive officer (a) is terminated other than for cause or (b) is terminated due to death or disability, then the portion of the award scheduled to vest in the year in which such event occurs becomes immediately vested and the remaining portion is forfeited. If such named executive officer is terminated other than for cause or resigns for good reason in connection with a change in control all unvested awards accelerate.

The following table reflects the value of accelerated vesting of the unvested incentive units and phantom units, as applicable, held by the named executive officers assuming the triggering event took place on December 31, 2019. For the purposes of the incentive units awarded prior to December 2018, the value is based on the 20-day average fair market value price of CVR Refining common units for the 20 trading days preceding December 31, 2019, or $10.50 per unit. For the purposes of phantom units awarded, the value is based on the 20-day average closing price for the Partnership common units for the 20 trading days preceding December 31, 2019, or $2.91 per unit. For the purposes of the incentive units awarded in December 2019, the value is based on the 20-day average closing price for the CVR Energy common stock for the 20-trading days preceding December 31, 2019, or $41.67 per share.

Value of Accelerated Vesting of Restricted Stock Unit and Incentive Unit Awards

	Death	Disability	Retirement	Termination without Cause or with Good Reason	
				(1)	(2)
David L. Lamp	$ —	$ —	$ —	$ —	$ 10,000,000
Mark A. Pytosh	—	—	—	—	1,898,094
Tracy D. Jackson	—	—	—	—	989,100
Melissa M. Buhrig	—	—	—	—	1,140,150
Matthew W. Bley	—	—	—	—	317,094
Janice T. DeVelasco	—	—	—	—	—

(1) Termination without cause or resignation for good reason not in connection with a change in control.
(2) Termination without cause or resignation for good reason in connection with a change in control.

Pay Ratio

For 2019, we conducted separate comparisons of the median employee's total annual compensation to the total annual compensation of each of our Principal Executive Officers ("PEOs"): Mr. Lamp, our Executive Chairman, and Mr. Pytosh, our President and Chief Executive Officer.

We estimate that the median of the annual total compensation of all our employees and our consolidated subsidiaries (except our PEOs) was $129,870 for 2019. The annual total compensation of Messrs. Pytosh and Lamp, our PEOs for 2019, as reported in the Summary Compensation Table included in this Item 11, was $1,483,448 and $643,555, respectively, for 2019 (as adjusted to reflect the compensation attributable to their respective service to the Partnership). These totals and the pay ratios described below are reasonable estimates calculated in a manner consistent with Item 402(u) of Regulation S-K.

Based on this information, we estimate that the ratio of the annual total compensation of each of our PEOs to the median of the annual total compensation of all employees for 2019 was: (i) 11 to 1, with respect to Mr. Pytosh; and (ii) 5 to 1, with respect to Mr. Lamp.

To identify the median of the annual total compensation of all our employees, as well as to determine the annual total compensation of our median employee and our PEOs, we used the following methodology and made the following material assumptions, adjustments, and estimates:

(1) We determined that, as of December 31, 2019, the employee population of the Partnership and its consolidated subsidiaries consisted of 286 individuals.

(2) To identify the "median employee" from the employee population, we compared the amount of annual total compensation of such employees for 2019 determined in accordance with the requirements of Item 402(c)(2)(x) of Regulation S-K, which consisted of salary, bonus, non-equity incentive plan compensation and other compensation. We "annualized" the compensation of our full-time and part-time permanent employees as of December 31, 2019 to adjust for the portion of the year that the employee did not work, if applicable. We did not make any cost-of-living adjustments in identifying the "median employee."

(3) Once we identified our median employee, we included the elements of such employee's compensation for 2019 determined in accordance with the requirements of Item 402(c)(2)(x) of Regulation S-K, resulting in annual total compensation of $129,870. With respect to the annual total compensation of our PEOs, we used the amounts reported in the "Total" column of our 2019 Summary Compensation Table included in this Item 11, which was calculated in accordance with the same requirements of Item 402(c)(2)(x) of Regulation S-K, as adjusted to reflect the portion of such amount attributable to our PEOs respective service to the Partnership as further described in the table immediately following our 2019 Summary Compensation Table.

Compensation of Directors

Directors of our general partner who are not officers, employees, or directors of CVR Energy or its affiliates receive compensation for their services. This compensation is designed to attract and retain nationally recognized, highly qualified

directors to lead the Partnership and to be demonstrably fair to both the Partnership and such directors, taking into consideration, among other things, the time commitments required for service on the Board and its committees.

In December 2018, the Board considered these goals and the compensation paid to such directors for 2018, and upon recommendation of the Compensation Committee, elected to keep such compensation for 2019 the same as 2018. During 2019, independent directors received an annual director fee of $35,000. The Audit Committee chair received an additional fee of $15,000 per year, while independent directors serving on the Audit Committee received an additional fee of $7,500 per year. The Compensation Committee chair received an additional fee of $8,000 per year, while independent directors serving on the Compensation Committee received an additional fee of $5,000 per year. The chair of the EH&S Committee received an additional fee of $8,000 per year, while independent directors serving on the EH&S Committee received an additional fee of $5,000 per year. In addition, independent directors are reimbursed for out-of-pocket expenses in connection with attending meetings of the board of directors (and committees thereof) of our general partner and for other director-related education expenses. Each member of the Committee is eligible to receive an additional $1,500 per meeting for all meetings in excess of the following threshold:

Board/Committee Meeting	Threshold Per Year
Board	6
Audit Committee	12
Compensation Committee	6
EH&S Committee	6

The following table sets forth the compensation earned by or paid to each independent director of our general partner for the year ended December 31, 2019.

Name	Fees Earned or Paid in Cash (1)	Unit Awards	Total Compensation
Donna R. Ecton	$ 55,000	$ —	$ 55,000
Frank M. Muller, Jr.	55,500	—	55,500
Peter K. Shea	50,500	—	50,500

(1) Amounts reflected in this column include annual retainer fees and additional fees for service as committee members, including the chair positions during 2019.

Item 12. *Security Ownership of Certain Beneficial Owners and Management and Related Unitholder Matters*

SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

The following table presents information regarding beneficial ownership of our common units as of February 19, 2020 by:

- our general partner;
- each of our general partner’s directors;
- each of our named executive officers;
- each unitholder known by us to beneficially hold five percent or more of our outstanding units; and
- all of our general partner’s executive officers and directors as a group.

Beneficial ownership is determined under the rules of the SEC and generally includes voting or investment power with respect to securities. Unless indicated below, to our knowledge, the persons and entities named in the table have sole voting and sole investment power with respect to all common units beneficially owned, subject to community property laws where applicable. The business address for each of our beneficial owners is c/o CVR Partners, LP, 2277 Plaza Drive, Suite 500, Sugar Land, Texas 77479.

Name of Beneficial Owner	Common Units Beneficially Owned	
	Number	Percent
CVR GP, LLC (1)	—	—
Coffeyville Resources, LLC (2)	38,920,000	34.4 %
Goldman Sachs Group, Inc. (3)	10,690,168	9.4 %
Raging Capital Management, LLC (4)	9,175,012	8.1 %
Barclays Bank Plc (5)	7,025,252	6.2 %
David L. Lamp	—	—
Mark A. Pytosh	75,932	*
Tracy D. Jackson	—	—
Melissa M. Buhrig	—	—
Matthew W. Bley	—	—
Janice T. DeVelasco	—	—
Donna R. Ecton	12,500	*
Jonathan Frates	—	—
Hunter C. Gary	—	—
Andrew Langham	—	—
Frank M. Muller, Jr.	35,122	*
Peter K. Shea	586	*
All directors and executive officers of our general partner as a group (12 persons) (6)	124,140	*

* Less than 1%

(1) CVR GP, LLC, a wholly-owned subsidiary of CRLLC, is our general partner and manages and operates CVR Partners and has a non-economic general partner interest with an address at 2277 Plaza Drive, Suite 500, Sugar Land, TX 77479.

(2) CRLLC is an indirect wholly-owned subsidiary of CVR Energy, with an address at 2277 Plaza Drive, Suite 500, Sugar Land, TX 77479. CVR Energy may be deemed to have direct beneficial ownership of the common units held by CRLLC by virtue of its control of CRLLC. The directors of CVR Energy are Patricia A. Agnello, Bob. G. Alexander, SungHwan Cho, Jonathan Frates, Hunter C. Gary, David L. Lamp, Stephen Mongillo, and James M. Strock.

(3) Beneficial ownership information is based on a Schedule 13G/A filed with the SEC on February 7, 2020 by Goldman Sachs Group, Inc. with an address of 200 West Street, New York, New York 10282. Goldman Sachs Group, Inc. has shared voting power with respect to 10,690,168 units and shared dispositive power of 10,690,168 units.

(4) Beneficial ownership information is based on a Schedule 13G/A filed with the SEC on February 14, 2020 by Raging Capital Management, LLC with an address of P.O. Box 228, Rocky Hill, New Jersey 08553. Raging Capital has shared voting power with respect to 9,175,012 units and shared dispositive power with respect to 9,175,012 units.

(5) Beneficial ownership information is based on a Schedule 13F-HR filed with the SEC on February 10, 2020 by Barclays Plc with an address of 1 Churchill Place, Canary Wharf, London, X0 E14 5HP. Barclays Plc has sole voting power with respect to 7,025,252 units.

(6) The number of common units owned by all of the directors and executive officers of our general partner, as a group, reflects the sum of (i) the 75,932 common units owned by Mr. Pytosh, (ii) the 12,500 common units owned by Ms. Ecton, (iii) the 35,122 common units owned by Mr. Muller, and (iv) the 586 owned by Mr. Shea.

Item 13. *Certain Relationships and Related Transactions, and Director Independence*

CRLLC owns (i) 38,920,000 common units, representing approximately 34% of our outstanding units, and (ii) our general partner with its non-economic general partner interest (which does not entitle it to receive distributions).

Agreements with CVR Energy and Its Subsidiaries

CVR Partners and its subsidiaries are party to, or otherwise subject to certain agreements with CVR Energy and its subsidiaries, including CRRM, that govern the business relations among each party. The Partnership is party to a Limited Partnership Agreement, Services Agreement, GP Services Agreement, a Trademark Agreement, and the Omnibus Agreement, some of which have been replaced by the Corporate MSA. Our Coffeyville Facility is party to a Coke Supply Agreement, Feedstock and Shared Services Agreement, Hydrogen Purchase and Sale Agreement, Water and Facilities Sharing Agreement, Easement Agreement, Terminal and Operating Agreement, Lease Agreement, and the Environmental Agreement, several of which have been replaced by the Coffeyville MSA. Further, some of these agreements were not the result of arm's-length negotiations and the terms of these agreements are not necessarily at least as favorable to the parties to these agreements as terms which could have been obtained from unaffiliated third parties. Refer to Note 9 ("Related Party Transactions") of Part II, Item 8 for additional information related to these agreements. Refer also to Part IV, Item 15 of this Report for the filed agreements.

Agreements with IEP

Insight Portfolio Group

Insight Portfolio Group LLC ("Insight Portfolio Group") is an entity formed and controlled by Mr. Icahn in order to maximize the potential buying power of a group of entities with which Mr. Icahn has a relationship in negotiating with a wide range of suppliers of goods, services, and tangible and intangible property at negotiated rates. For 2019 and 2018, the Partnership did not pay any fees to Insight Portfolio Group. However, we indirectly received services from certain of CVR Energy's negotiated agreements with third parties, certain of which were initiated through the Insight Portfolio Group. On January 23, 2020, CVR Energy assigned its minority equity interests to a third party, terminated its agreement, and is no longer expected to transact with, the Insight Portfolio Group.

Conflicts of Interest

Conflicts of interest exist and may arise in the future as a result of the relationships between our general partner and its affiliates (including IEP, CRLLC, CVR Energy, and CVR Refining), on the one hand, and us and our public unitholders, on the other hand. Conflicts may arise as a result of (i) the overlap of directors and officers between our general partner and CVR Energy, which may result in conflicting obligations by these officers and directors, and (ii) duties of our general partner to act for the benefit of CVR Energy and its stockholders, which may conflict with our interests and the interests of our public unitholders. The directors and officers of our general partner have fiduciary duties to manage our general partner in a manner beneficial to CRLLC, its owner, and the stockholders of CVR Energy, its indirect parent. At the same time, our general partner has a contractual duty under our partnership agreement to manage us in a manner that is in our best interests.

Whenever a conflict arises between our general partner, on the one hand, and CRNF or any other public unitholder, on the other, our general partner will resolve that conflict. Our partnership agreement contains provisions that replace default fiduciary duties with contractual corporate governance standards as set forth therein.

Related Party Transaction Policy

Our Board has adopted a Related Party Transaction Policy, which is designed to monitor and ensure the proper review, approval, ratification, and disclosure of related party transactions involving us. This policy applies to any transaction, arrangement, or relationship (or any series of similar or related transactions, arrangements, or relationships) in which we are a participant, and the amount involved exceeds $120,000, and in which any related party had or will have a direct or indirect material interest. At the discretion of the Board, a proposed related party transaction may generally be reviewed by the Board in its entirety or by a "conflicts committee" meeting the definitional requirements for such a committee under our partnership agreement. After appropriate review, the Board or the Conflicts Committee may approve or ratify a related party transaction if such transaction is consistent with the Related Party Transaction Policy and is on terms that, taken as a whole, are no less

favorable to us than could be obtained in an arm's-length transaction with an unrelated third-party, unless the Board or the Conflicts Committee otherwise determines that the transaction is not in our best interests. Related party transactions involving compensation will be approved by the Board in its entirety or by the Compensation Committee of the Board in lieu of the Conflicts Committee.

On October 18, 2019, the audit committee of CVR Energy and the Conflicts Committee of the Board each agreed to authorize the exchange of certain parcels of property owned by a subsidiary of CVR Energy with an equal number of parcels owned by a subsidiary of CVR Partners, all located in Coffeyville, Kansas (the "Property Exchange"). On February 19, 2020, a subsidiary of CVR Energy and a subsidiary of CVR Partners executed the Property Exchange agreement effectuating the same. This Property Exchange will enable each such subsidiary to create a more usable, contiguous parcel of land near its own operating footprint. CVR Energy and the Partnership accounted for this transaction in accordance with the ASC 805-50 guidance on transferring assets between entities under common control. This transaction had a net impact to the Partnership's partners' capital of approximately $0.1 million.

Director Independence

The NYSE does not require a listed publicly traded partnership, such as ours, to have a majority of independent directors on the Board of our general partner. The Board consists of eight directors, three of whom the Board has affirmatively determined are independent in accordance with the rules of the New York Stock Exchange. For a discussion of the independence of the Board, please see Part III, Item 10. *Directors, Executive Officers and Corporate Governance*.

Item 14. *Principal Accounting Fees and Services*

Grant Thornton LLP ("Grant Thornton") has served as the Partnership's independent public registered accounting firm since August 2013. The Audit Committee has not selected the independent registered public accounting firm to conduct the audit of our books and records for the fiscal year ending December 31, 2020.

The charter of the Audit Committee of the Board, which is available on our website at www.cvrpartners.com, requires the Audit Committee to pre-approve all audit services and non-audit services (other than de-minimis non-audit services as defined by the Sarbanes-Oxley Act of 2002) to be provided by our independent registered public accounting firm. The Audit Committee has a pre-approval policy with respect to services that may be performed by the independent auditors. The Audit Committee pre-approved all fees incurred in fiscal year 2019.

The following table represents fees billed and expected to be billed for professional services and other services in the following categories and amounts by Grant Thornton for the fiscal years ended December 31, 2019 and 2018:

	Year Ended December 31,	
(in thousands)	2019	2018
Audit fees (1)	$ 654	$ 671
Audit-related fees	—	—
Tax fees	—	—
All other fees	—	—
Total	$ 654	$ 671

(1) Represents the aggregate fees for professional services rendered for the annual audit of the Partnership's financial statements, the annual audit of the effectiveness of the Partnership's internal control over financial reporting, comfort letters, consents, and consultations on financial accounting and reporting standards arising during the course of the audits and reviews. Also includes the review of the consolidated financial statements included in the Partnership's quarterly reports on Form 10-Q.

PART IV

Item 15. *Exhibits, Financial Statement Schedules*

(a)(1) Financial Statements - See Part II, Item 8 of this Annual Report on Form 10-K.

(a)(2) Financial Statement Schedules - All schedules for which provision is made in the applicable accounting regulations of the Securities and Exchange Commission (the "SEC") are not required under the related instructions or are inapplicable and therefore have been omitted.

(a)(3) Exhibits

Exhibit Number	Exhibit Description
3.1**	Third Amended and Restated Limited Liability Company Agreement of CVR GP, LLC, dated April 13, 2011 (incorporated by reference to Exhibit 3.4 of the Form 10-K filed on February 24, 2012).
3.2**	Composite copy of the Second Amended and Restated Agreement of Limited Partnership of CVR Partners, LP (as amended by Amendment No. 1 referenced in Exhibit 3.4 above) (incorporated by reference to Exhibit 3.2 of the Form 10-Q filed on April 26, 2018).
4.1*	Description of Common Units.
4.2**	Specimen certificate for the common units (incorporated by reference to Appendix A to the Prospectus contained within the Form S-1/A filed on March 17, 2011).
4.3**	Amended and Restated Registration Rights Agreement, dated as of April 13, 2011, by and between CVR Partners, LP and Coffeyville Resources, LLC (incorporated by reference to Exhibit 10.6 of the Form 8-K/A filed by CVR Energy, Inc. on May 23, 2011 (Commission File No. 001-33492)).
4.4**	Registration Rights Agreement, dated as of August 9, 2015, by and among CVR Partners, LP, Coffeyville Resources, LLC, Rentech Nitrogen Holdings, Inc., and DSHC, LLC (incorporated by reference to Exhibit 4.1 of the Form 8-K filed on August 13, 2015).
4.5**	Indenture, dated June 10, 2016, by and among CVR Partners, LP, CVR Nitrogen Finance Corporation, the Guarantors (as defined therein) and Wilmington Trust, National Association, as Trustee and Collateral Trustee (incorporated by reference to Exhibit 4.1 of the Form 8-K filed on June 16, 2016).
4.6**	Form of 9.250% Senior Secured Note due 2023 (included within the Indenture filed as Exhibit 4.4 and incorporated by reference to Exhibit 4.1 of the Form 8-K filed on June 16, 2016).
4.7**	Indenture, dated as April 12, 2013, among Rentech Nitrogen Partners, L.P., Rentech Nitrogen Finance Corporation, the guarantors named therein, Wells Fargo Bank, National Association, as Trustee, and Wilmington Trust, National Association, as Collateral Trustee (incorporated by reference to Exhibit 4.1 to the Form 8-K filed by Rentech Nitrogen Partners, L.P. on April 16, 2013 (Commission File No. 001-35334)).
4.8**	Forms of 6.5% Second Lien Senior Secured Notes due 2021 (incorporated by reference to Exhibit 4.1 to the Form 8-K filed by Rentech Nitrogen Partners, L.P. on April 16, 2013 (Commission File No. 001-35334)).
4.9**	First Supplemental Indenture, dated as of June 10, 2016, among CVR Nitrogen, LP, CVR Nitrogen Finance Corporation, the guarantors party thereto, Wells Fargo Bank, National Association, as Trustee, and Wilmington Trust, National Association, as Collateral Trustee (incorporated by reference to Exhibit 10.3 of the Form 8-K filed on June 16, 2016).
10.1**	Coke Supply Agreement, dated as of October 25, 2007, by and between Coffeyville Resources Refining & Marketing, LLC and Coffeyville Resources Nitrogen Fertilizers, LLC (incorporated by reference to Exhibit 10.5 of the Form 10-Q filed by CVR Energy, Inc. on December 6, 2007 (Commission File No. 001-33492)).
10.2**	Amended and Restated Cross-Easement Agreement, dated as of April 13, 2011, among Coffeyville Resources Refining & Marketing, LLC and Coffeyville Resources Nitrogen Fertilizers, LLC (incorporated by reference to Exhibit 10.5 to the Form 8-K/A filed by CVR Energy, Inc. on May 23, 2011 (Commission File No. 001-33492)).

10.3**	Environmental Agreement, dated as of October 25, 2007, by and between Coffeyville Resources Refining & Marketing, LLC and Coffeyville Resources Nitrogen Fertilizers, LLC (incorporated by reference to Exhibit 10.7 of the Form 10-Q filed by CVR Energy, Inc. on December 6, 2007 (Commission File No. 001-33492)).
10.3.1**	Supplement to Environmental Agreement, dated as of February 15, 2008, by and between Coffeyville Resources Refining & Marketing, LLC and Coffeyville Resources Nitrogen Fertilizers, LLC (incorporated by reference to Exhibit 10.17.1 of the Form 10-K filed by CVR Energy, Inc. on March 28, 2008 (Commission File No. 001-33492)).
10.3.2**	Second Supplement to Environmental Agreement, dated as of July 23, 2008, by and between Coffeyville Resources Refining & Marketing, LLC and Coffeyville Resources Nitrogen Fertilizers, LLC (incorporated by reference to Exhibit 10.1 of the Form 10-Q filed by CVR Energy, Inc. on August 14, 2008 (Commission File No. 001-33492)).
10.4**	Second Amended and Restated Feedstock and Shared Services Agreement, dated as of January 1, 2017, by and between Coffeyville Resources Refining & Marketing, LLC and Coffeyville Resources Nitrogen Fertilizers, LLC (incorporated by reference to Exhibit 10.2 to the Form 10-Q filed on April 27, 2017).
10.4.1**	Amendment to the Second Amended and Restated Feedstock and Shared Services Agreement, dated as of November 1, 2017, by and between Coffeyville Resources Refining & Marketing, LLC and Coffeyville Resources Nitrogen Fertilizers, LLC (incorporated by reference to Exhibit 10.2.2 to the Form 10-K filed on February 22, 2018).
10.5**	Raw Water and Facilities Sharing Agreement, dated as of October 25, 2007, by and between Coffeyville Resources Refining & Marketing, LLC and Coffeyville Resources Nitrogen Fertilizers, LLC (incorporated by reference to Exhibit 10.9 of the Form 10-Q filed by CVR Energy, Inc. on December 6, 2007 (Commission File No. 001-33492)).
10.6**	Third Amended and Restated Services Agreement, dated as of January 1, 2017, among CVR Partners, LP, CVR GP, LLC and CVR Energy, Inc. (incorporated by reference to Exhibit 10.3 of the Form 10-Q filed on April 27, 2017).
10.7**	Amended and Restated Omnibus Agreement, dated as of April 13, 2011, among CVR Energy, Inc., CVR GP, LLC and CVR Partners, LP (incorporated by reference to Exhibit 10.2 of the Form 8-K/A filed by CVR Energy, Inc. on May 23, 2011 (Commission File No. 001-33492)).
10.8**	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 (incorporated by reference to Exhibit 10.1 of the Form 8-K/A filed by CVR Energy, Inc. on May 23, 2011 (Commission File No. 001-33492)).
10.9**	Trademark License Agreement, dated as of April 13, 2011, by and between CVR Energy, Inc. and CVR Partners, LP (incorporated by reference to Exhibit 10.9 to the Form 8-K/A filed by CVR Energy, Inc. on May 23, 2011 (Commission File No. 001-33492)).
10.10**	GP Services Agreement, dated as of November 29, 2011, among CVR Partners, LP, CVR GP, LLC and CVR Energy, Inc. (incorporated by reference to Exhibit 10.22 of the Form 10-K filed on February 24, 2012).
10.10.1**	Amendment to GP Services Agreement, dated as of June 27, 2014, among CVR Partners, LP, CVR GP, LLC and CVR Energy, Inc. (incorporated by reference to Exhibit 10.3 of the Form 10-Q filed on August 1, 2014).
10.11**	Lease and Operating Agreement, dated as of May 4, 2012, by and between Coffeyville Resources Terminal, LLC and Coffeyville Resources Nitrogen Fertilizers, LLC (incorporated by reference to Exhibit 10.2 of the Form 10-Q filed on August 2, 2012).
10.12**	Hydrogen Purchase and Sale Agreement, dated as of January 1, 2017, by and between Coffeyville Resources Refining & Marketing, LLC and Coffeyville Resources Nitrogen Fertilizers, LLC (incorporated by reference to Exhibit 10.1 of the Form 10-Q filed on April 27, 2017).
10.13*	Master Service Agreement among Coffeyville Resources Refining & Marketing, LLC and Coffeyville Resources Nitrogen Fertilizers, LL, dated February 19, 2020.
10.14*	Master Service Agreement among CVR Services, LLC and subsidiaries of CVR Energy, dated February 19, 2020.
10.15**+	CVR Partners, LP Long-Term Incentive Plan (adopted March 16, 2011) (incorporated by reference to Exhibit 10.1 to the Form S-8 filed on April 12, 2011).

10.15.1**+	Form of Employee Phantom Unit Agreement (incorporated by reference to Exhibit 10.17.5 of the Form 10-K filed on February 20, 2015).
10.15.2*+	Form of CVR Partners, LP Long-Term Incentive Plan Employee Phantom Unit Agreement (Executive).
10.15.3*+	Form of CVR Partners, LP Long-Term Incentive Plan Employee Phantom Unit Agreement.
10.16**+	Employment Agreement, dated as of November 1, 2017, by and between CVR Energy, Inc. and David L. Lamp (incorporated by reference to Exhibit 10.20 to the Partnership's Form 10-K filed on February 23, 2018 (Commission File No. 001-35120)).
10.17**+	Performance Unit Award Agreement, dated as of November 1, 2017, by and between CVR Energy, Inc. and David L. Lamp (incorporated by reference to Exhibit 10.22 to the Partnership's Form 10-K filed on February 23, 2018 (Commission File No. 001-35120)).
10.18**	Form of Indemnification Agreement (incorporated by reference to Exhibit 10.26 of the Form 10-K filed on February 24, 2012).
10.19**+	CVR Energy, Inc. Change in Control and Severance Plan (incorporated by reference to Exhibit 10.1 of CVR Energy, Inc.'s Form 10-Q filed on October 25, 2018).
10.20**	Collateral Trust Agreement, dated as of June 10, 2016, among CVR Partners, LP, CVR Nitrogen Finance Corporation, the Guarantors (as defined therein) and Wilmington Trust, National Association, as Trustee and Collateral Trustee (incorporated by reference to Exhibit 10.1 of the Form 8-K filed on June 16, 2016).
10.21**	Parity Lien Security Agreement, dated as of June 10, 2016, among CVR Partners, LP, CVR Nitrogen Finance Corporation, the Guarantors (as defined therein) and Wilmington Trust, National Association, as Trustee and Collateral Trustee (incorporated by reference to Exhibit 10.2 of the Form 8-K filed on June 16, 2016).
10.22**	AB Credit Agreement, dated as of September 30, 2016, among CVR Partners, LP, CVR Nitrogen, LP, East Dubuque Nitrogen Fertilizers, LLC, Coffeyville Resources Nitrogen Fertilizers, LLC, CVR Nitrogen Holdings, LLC, CVR Nitrogen Finance Corporation, CVR Nitrogen GP, LLC, certain of their affiliates from time to time party thereto, the lenders from time to time party thereto, UBS AG, Stamford Branch, as administrative agent and collateral agent (incorporated by reference to Exhibit 10.1 of the Form 8-K filed on October 6, 2016).
10.23**	Security Agreement, dated as of September 30, 2016, among CVR Partners, LP, CVR Nitrogen, LP, East Dubuque Nitrogen Fertilizers, LLC, Coffeyville Resources Nitrogen Fertilizers, LLC, CVR Nitrogen Holdings, LLC, CVR Nitrogen Finance Corporation, CVR Nitrogen GP, LLC, certain of their affiliates from time to time party thereto, and UBS AG, Stamford Branch, as administrative agent and collateral agent (incorporated by reference to Exhibit 10.2 of the Form 8-K filed on October 6, 2016).
10.24**	Intercreditor Agreement, dated as of September 30, 2016, among CVR Partners, LP, CVR Nitrogen, LP, East Dubuque Nitrogen Fertilizers, LLC, Coffeyville Resources Nitrogen Fertilizers, LLC, CVR Nitrogen Holdings, LLC, CVR Nitrogen Finance Corporation, CVR Nitrogen GP, LLC, certain of their affiliates from time to time party thereto, UBS AG, Stamford Branch, as administrative agent and collateral agent for the secured parties, Wilmington Trust, National Association, as trustee and collateral trustee for the secured parties in respect of the outstanding senior secured notes and other parity lien obligations and other parity lien representative from time to time party thereto (incorporated by reference to Exhibit 10.3 of the Form 8-K filed on October 6, 2016).
10.25**+	CVR Partners, LP 2019 Performance-Based Bonus Plan, approved March 19, 2019 (incorporated by reference to Exhibit 10.2 of the Form 10-Q filed on April 25, 2019).
10.26*+	CVR Partners, LP 2020 Performance-Based Bonus Plan, approved February 19, 2020.
21.1**	List of Subsidiaries of CVR Partners, LP (incorporated by reference to Exhibit 21.1 of the Form 10-K filed on February 21, 2017).
23.1*	Consent of Grant Thornton LLP.
31.1*	Rule 13a-14(a) or 15(d)-14(a) Certification of Executive Chairman.
31.2*	Rule 13a-14(a) or 15(d)-14(a) Certification of President and Chief Executive Officer.
31.3*	Rule 13a-14(a) or 15(d)-14(a) Certification of Executive Vice President and Chief Financial Officer.
31.4*	Rule 13a-14(a) or 15(d)-14(a) Certification of Chief Accounting Officer and Corporate Controller.

32.1†	Section 1350 Certification of Executive Chairman, President and Chief Executive Officer, Executive Vice President and Chief Financial Officer and Chief Accounting Officer and Corporate Controller.
101*	The following financial information for CVR Partners, LP's Annual Report on Form 10-K for the year ended December 31, 2018, formatted in XBRL ("Extensible Business Reporting Language") includes: (1) Consolidated Balance Sheets, (2) Consolidated Statements of Operations, (3) Consolidated Statements of Comprehensive Income (Loss), (4) Consolidated Statement of Partners' Capital, (5) Consolidated Statements of Cash Flows and (6) the Notes to Consolidated Financial Statements, tagged as blocks of text.
104*	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101).

* Filed herewith.
** Previously filed.
† Furnished herewith.
+ Denotes management contract or compensatory plan or arrangement.

PLEASE NOTE: Pursuant to the rules and regulations of the SEC, we may file or incorporate by reference agreements referenced as exhibits to the reports that we file with or furnish to the SEC. The agreements are filed to provide investors with information regarding their respective terms. The agreements are not intended to provide any other factual information about the Partnership or its business or operations. In particular, the assertions embodied in any representations, warranties and covenants contained in the agreements may be subject to qualifications with respect to knowledge and materiality different from those applicable to investors and may be qualified by information in confidential disclosure schedules not included with the exhibits. These disclosure schedules may contain information that modifies, qualifies and creates exceptions to the representations, warranties and covenants set forth in the agreements. Moreover, certain representations, warranties and covenants in the agreements may have been used for the purpose of allocating risk between the parties, rather than establishing matters as facts. In addition, information concerning the subject matter of the representations, warranties and covenants may have changed after the date of the respective agreement, which subsequent information may or may not be fully reflected in the Partnership's public disclosures. Accordingly, investors should not rely on the representations, warranties and covenants in the agreements as characterizations of the actual state of facts about the Partnership or its business or operations on the date hereof.

Item 16. *Form 10-K Summary*

None.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

CVR Partners, LP
By: CVR GP, LLC, its general partner
By: /s/ MARK A. PYTOSH
Mark A. Pytosh
President and Chief Executive Officer

Date: February 20, 2020

Pursuant to the requirements of the Securities Exchange Act of 1934, this Report had been signed below by the following persons on behalf of the registrant and in the capacity and on the dates indicated.

Signature	Title	Date
/s/ DAVID L. LAMP David L. Lamp	Chairman of the Board of Directors, Executive Chairman (Principal Executive Officer)	February 20, 2020
/s/ MARK A. PYTOSH Mark A. Pytosh	Director, President and Chief Executive Officer (Principal Executive Officer)	February 20, 2020
/s/ TRACY D. JACKSON Tracy D. Jackson	Executive Vice President, Chief Financial Officer (Principal Financial Officer)	February 20, 2020
/s/ MATTHEW W. BLEY Matthew W. Bley	Chief Accounting Officer and Corporate Controller (Principal Accounting Officer)	February 20, 2020
/s/ DONNA R. ECTON Donna R. Ecton	Director	February 20, 2020
/s/ JONATHAN FRATES Jonathan Frates	Director	February 20, 2020
/s/ ANDREW LANGHAM Andrew Langham	Director	February 20, 2020
/s/ FRANK M. MULLER, JR. Frank M. Muller, Jr.	Director	February 20, 2020
/s/ HUNTER C. GARY Hunter C. Gary	Director	February 20, 2020
/s/ PETER K. SHEA Peter K. Shea	Director	February 20, 2020

DESCRIPTION OF COMMON UNITS

General

Our common units represent limited partner interests in us. The holders of units are entitled to participate in partnership distributions and exercise the rights or privileges available to limited partners under our partnership agreement (as defined below).

This description is a summary only and does not purport to be complete. We encourage you to read the complete text of our amended and restated certificate of limited partnership and amended and restated partnership agreement (our "partnership agreement"), which we have filed or incorporated by reference as exhibits to our Annual Report on Form 10-K.

Cash Distributions

We expect to make distributions generally within 60 days after the end of each quarter as determined by the board of directors of our general partner, to unitholders of record on the applicable record date.

Common Units Eligible for Distribution. Each common unit is allocated a portion of our income, gain, loss, deduction and credit on a pro-rata basis, and each common unit will be entitled to receive distributions (including upon liquidation) in the same manner as each other common unit.

Method of Distributions. We will pay distributions pursuant to our general partner's determination of the amount of available cash for the applicable quarter, which we then distribute to our unitholders as of a fixed record date on a pro rata basis. However, our partnership agreement allows us to issue an unlimited number of additional equity interests of equal or senior rank. Our partnership agreement permits us to borrow to make distributions, but we are not required and do not intend to borrow to pay quarterly distributions. Accordingly, there is no guarantee that we will pay any distribution on the units in any quarter. We do not have a legal obligation to pay distributions, and the amount of distributions paid under our cash distribution policy and the decision to make any distribution is determined by the board of directors of our general partner.

General Partner Interest. Our general partner owns a non-economic general partner interest and is not entitled to receive cash distributions. However, it may acquire common units and other equity interests in the future and will be entitled to receive pro rata distributions therefrom.

Adjustments to Capital Accounts Upon Issuance of Additional Common Units. We will make adjustments to capital accounts upon the issuance of additional common units. In doing so, we will generally allocate any unrealized and, for tax purposes, unrecognized gain or loss resulting from the adjustments to our unitholders prior to such issuance on a pro rata basis, so that after such issuance, the capital account balances attributable to all common units are equal.

Issuance of Additional Partnership Interests

Our partnership agreement authorizes us to issue an unlimited number of additional partnership interests for the consideration and on the terms and conditions determined by our general partner without the approval of the unitholders.

It is possible that we will fund acquisitions through the issuance of additional common units or other partnership interests. Holders of any additional common units we issue will be entitled to share equally with the then-existing holders of common units in our quarterly cash distributions. In addition, the issuance of additional common units or other partnership interests may dilute the value of the interests of the then-existing holders of common units in our net assets.

In accordance with Delaware law and the provisions of our partnership agreement, we may also issue additional partnership interests that, as determined by our general partner, have special voting rights to which the common units are not entitled or are senior in right of distribution to the common units. In addition, our partnership

agreement does not prohibit the issuance by our subsidiary of equity interests, which may effectively rank senior to the common units.

Our general partner will have the right, which it may from time to time assign in whole or in part to any of its affiliates, to purchase common units, whenever, and on the same terms that, we issue those interests to persons other than our general partner and its affiliates, to the extent necessary to maintain its and its affiliates' percentage interest, including such interest represented by common units, that existed immediately prior to each issuance. The holders of common units will not have preemptive rights under our partnership agreement to acquire additional common units or other partnership interests.

Merger, Sale or Other Disposition of Assets

A merger or consolidation or conversion of us requires the prior consent of our general partner. However, our general partner has no duty or obligation to consent to any merger or consolidation and may decline to do so free of any fiduciary duty or obligation whatsoever to us or other partners, including any duty to act in good faith or in the best interest of us or the other partners.

In addition, our partnership agreement generally prohibits our general partner, without the prior approval of the holders of a unit majority, from causing us to sell, exchange or otherwise dispose of all or substantially all of our assets in a single transaction or a series of related transactions, including by way of merger, consolidation or other combination. Our general partner may, however, mortgage, pledge, hypothecate or grant a security interest in all or substantially all of our assets without that approval. Our general partner may also sell all or substantially all of our assets under a foreclosure or other realization upon those encumbrances without that approval.

Finally, our general partner may consummate any merger without the prior approval of our unitholders if we are the surviving entity in the transaction, our general partner has received an opinion of counsel regarding limited liability and tax matters, the transaction would not result in a material amendment to the partnership agreement (other than an amendment that the general partner could adopt without the consent of other partners), each of our common units will be an identical unit of our partnership following the transaction and the partnership securities to be issued do not exceed 20% of our outstanding partnership interests immediately prior to the transaction.

If the conditions specified in our partnership agreement are satisfied, our general partner may convert us or our subsidiaries into a new limited liability entity or merge us or our subsidiaries into, or convey all of our assets to, a newly formed entity, if the sole purpose of that conversion, merger or conveyance is to effect a mere change in our legal form into another limited liability entity, we have received an opinion of counsel regarding limited liability and tax matters and the governing instruments of the new entity provide the limited partners and our general partner with the same rights and obligations as contained in our partnership agreement. Our unitholders are not entitled to dissenters' rights of appraisal under our partnership agreement or applicable Delaware law in the event of a conversion, merger or consolidation, a sale of substantially all of our assets or any other similar transaction or event.

Call Right

If at any time our general partner and its affiliates own more than 80% of the then-issued and outstanding limited partner interests of any class, our general partner will have the right, which it may assign in whole or in part to any of its affiliates or to us, to acquire all, but not less than all, of the limited partner interests of the class held by public unitholders, as of a record date to be selected by our general partner, on at least 10 but not more than 60 days' notice. The only class of limited partner interest outstanding is the common units, and affiliates of our general partner currently own approximately 34% of the total outstanding common units.

The purchase price in the event of such an acquisition will be the greater of:

- the highest price paid by our general partner or any of its affiliates for any limited partner interests of the class purchased within the 90 days preceding the date on which our general partner first mails notice of its election to purchase those limited partner interests; and
- the average of the daily closing prices of the limited partner interests over the 20 trading days preceding the date three days before notice of exercise of the call right is first mailed.

As a result of our general partner's right to purchase outstanding common units, a holder of common units may have its common units purchased at an undesirable time or at a price that may be lower than market prices at various times prior to such purchase or lower than a unitholder may anticipate the market price to be in the future. The U.S. federal income tax consequences to a unitholder of the exercise of this call right are the same as a sale by that unitholder of his common units in the market.

Transfer of Common Units

By transfer of common units in accordance with our partnership agreement, each transferee of common units shall be admitted as a limited partner with respect to the common units transferred when such transfer and admission is reflected in our books and records. Each transferee:

- represents that the transferee has the capacity, power and authority to become bound by our partnership agreement;
- automatically agrees to be bound by the terms and conditions of, and is deemed to have executed, our partnership agreement; and
- gives the consents and approvals contained in our partnership agreement.

A transferee will become a substituted limited partner of our partnership for the transferred common units automatically upon the recording of the transfer on our books and records. Our general partner will cause any transfers to be recorded on our books and records from time to time as necessary to accurately reflect the transfers.

We may, at our discretion, treat the nominee holder of a common unit as the absolute owner. In that case, the beneficial holder's rights are limited solely to those that it has against the nominee holder as a result of any agreement between the beneficial owner and the nominee holder.

Common units are securities and are transferable according to the laws governing transfer of securities. In addition to other rights acquired upon transfer, the transferor gives the transferee the right to become a limited partner in our partnership for the transferred common units.

Voting Rights

The following is a summary of the unitholder vote required for the matters specified below. Matters requiring the approval of a "unit majority" require the approval of majority of the common units.

In voting their common units, our general partner and its affiliates will have no fiduciary duty or obligation whatsoever to us or the limited partners, including any duty to act in good faith or in the best interests of us or the limited partners. The holders of a majority of the common units (including common units deemed owned by our general partner) represented in person or by proxy shall constitute a quorum at a meeting of such common unitholders, unless any such action requires approval by holders of a greater percentage of such units in which case the quorum shall be such greater percentage.

The following is a summary of the vote requirements specified for certain matters under our partnership agreement:

Issuance of additional partnership interests	No approval right.
Amendment of our partnership agreement	Certain amendments may be made by our general partner without the approval of the common unitholders. Other amendments generally require the approval of a unit majority.
Merger of our partnership or the sale of all or substantially all of our assets	Unit majority in certain circumstances.
Dissolution of our partnership	Unit majority.
Continuation of our partnership upon dissolution	Unit majority.
Withdrawal of our general partner	Under most circumstances, the approval of a majority of the common units, excluding common units held by our general partner and its affiliates, is required for the withdrawal of our general partner prior to March 31, 2021.
Removal of our general partner	Not less than 66 2/3% of the outstanding common units, including common units held by our general partner and its affiliates.
Transfer of the general partner interest	Our general partner may transfer all, but not less than all, of its general partner interest in us without a vote of our unitholders to an affiliate or another person in connection with its merger or consolidation with or into, or sale of all or substantially all of its assets to, such person. The approval of a majority of the common units, excluding common units held by our general partner and its affiliates, is required in other circumstances for a transfer of the general partner interest to a third party prior to March 31, 2021.
Transfer of ownership interests in our general partner	No approval required at any time.

Listing

Our common units are traded on the NYSE under the symbol “UAN.”

Transfer Agent and Registrar

American Stock Transfer & Trust Company serves as registrar and transfer agent for the common units.

COFFEYVILLE MASTER SERVICE AGREEMENT

THIS COFFEYVILLE MASTER SERVICE AGREEMENT (this "***Agreement***") is dated as of February 19, 2020 but effective as of January 1, 2020 (the "***Effective Date***") by and between Coffeyville Resources Refining & Marketing, LLC, a Delaware limited liability company ("***CRRM***"), and Coffeyville Resources Nitrogen Fertilizers, LLC, a Delaware limited liability company ("***CRNF***"). CRRM and CRNF are referred to individually as a "***Party***" and collectively as the "***Parties***".

RECITALS

WHEREAS, CRRM owns and operates a petroleum refinery located at Coffeyville, Kansas, which refinery is shown on Schedule A (including any additions or other modifications made thereto from time to time, and which are collectively referred to herein as the "***Refinery***");

WHEREAS, CRNF owns and operates a nitrogen fertilizer complex located adjacent to the Refinery, shown on Schedule B (including any additions or other modifications made thereto from time to time, and which are collectively referred to herein as the "***Fertilizer Plant***");

WHEREAS, CRRM and CRNF entered into that certain Amended and Restated Cross Easement Agreement made as of April 13, 2011 pursuant to which CRRM and CRNF granted to each other certain non-exclusive easements and rights of use upon real property located in Montgomery County, Kansas and owned by either Party (the "***Cross Easement Agreement***");

WHEREAS, CRRM and CRNF entered into that certain Hydrogen Purchase and Sale Agreement effective as of January 1, 2017 pursuant to which CRRM agreed to sell and CRNF agreed to purchase a fixed volume of Hydrogen per month produced by the Refinery (the "***Hydrogen Sale Agreement***");

WHEREAS, CRRM and CRNF entered into that certain Raw Water and Facilities Sharing Agreement effective as of October 25, 2007 pursuant to which CRRM and CRNF agreed to share the benefits and costs of various water rights and facilities set forth in the agreement (the "***Raw Water and Facilities Sharing Agreement***");

WHEREAS, CRRM and CRNF entered into that certain Coke Supply Agreement effective as of October 25, 2007 pursuant to which CRRM agreed to provide Coke to CRNF (the "***Coke Supply Agreement***");

WHEREAS, CRRM and CRNF entered into that certain Second Amended and Restated Feedstock and Shared Services Agreement, as amended, effective as of January 1, 2017 by which CRRM and CRNF agreed to share access to certain structures and property as well as provide each other with certain feedstocks and services (the "***Feedstock and Shared Services Agreement***");

WHEREAS, CRRM and CRNF entered into that certain Amended and Restated Lease Agreement (South Administration, Laboratory and Oil and Chemical Storage Buildings), effective as of April 13, 2011 pursuant to which CRRM leases certain property to CRNF (the "***Lease***" and, collectively with the Cross Easement Agreement, Hydrogen Sale Agreement, Raw Water and Facilities Sharing Agreement, Coke Supply Agreement and Feedstock and Shared Services Agreement, each a "***Service Agreement***" and together, the "***Service Agreements***");

WHEREAS, CRRM, in each applicable case as Service Recipient or Service Provider, wishes to continue to provide or obtain from CRNF, in each applicable case as Service Recipient or Service

Provider, the services that were provided or obtained under the Service Agreements, and CRNF, in each applicable case as Service Recipient or Service Provider, wishes to continue to provide or obtain the same to and from CRRM;

WHEREAS, CRRM and CRNF, in order to aid the provision and administration of the Services, seek to terminate the Service Agreements and replace the Service Agreements with the terms and provisions of this Agreement; and

WHEREAS, all such services are necessary for the operation of each Service Recipient's business, and each Service Recipient desires to utilize such services so as to better carry on the operation of its business.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties, intending to be legally bound hereby, covenant and agree as follows:

AGREEMENT

1. SERVICES.

(a) The services provided under this Agreement (the "***Services***") are described in Exhibits A-F attached hereto and incorporated herein, which exhibits may be updated and added to from time to time by written agreement between the Parties (collectively, the "***Statements of Service***" and each, a "***Statement of Service***").

(b) Each Party hereby engages the other Party as its Service Provider to provide the Services, and Service Provider, as requested by Service Recipient, hereby agrees to render the Services to Service Recipient.

(c) The Parties hereby agree that in discharging its obligations hereunder, Service Provider 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 other Person shall be treated as if Service Provider performed such Services itself. No such delegation by Service Provider to Affiliates or other Persons shall relieve Service Provider of its obligations hereunder.

2. CHARGE FOR SERVICES.

(a) Service Recipient will pay Service Provider fees for the Services as set forth in the Statements of Service or as otherwise mutually agreed between the Parties (the "***Payment Amount***").

(b) Services which are provided under other agreements and not superseded by the Statements of Service between CRRM and CRNF shall not be part of this Agreement. For the avoidance of doubt, any secondment or other charges related to personnel costs incurred in connection with the Services will be subject to that certain Master Services Agreement, dated as of February 19, 2020, but effective as of January 1, 2020, by and among CVR Services, LLC, as service provider, and the other entities party thereto.

3. REPORTS AND PAYMENTS.

(a) During the term of this Agreement, Service Provider shall send an invoice to Service Recipient at the end of the second month of each calendar quarter (or as otherwise mutually agreed

between the Parties) specifying the Payment Amount for Services provided pursuant to this Agreement or any Statement of Service. Service Provider shall make available to Service Recipient, upon its reasonable request (and no more than quarterly), the calculations and other work papers supporting the charges to Service Recipient.

(b) Service Recipient shall pay the amount of any invoice within 30 days after the date of the invoice in immediately available funds or as otherwise agreed between Service Provider and Service Recipient. Payment shall be in US Dollars, unless otherwise agreed by Service Provider and Service Recipient. Any undisputed past due amounts will bear interest at the Default Rate.

(c) Notwithstanding the foregoing, CRRM may setoff any Payment Amounts owed to CRNF pursuant to Section 4(b) against any Payment Amount owed by CRNF to CRRM pursuant to Section 4(b), and CRNF may setoff any Payment Amount owed to CRRM pursuant to Section 4(b) against any Payment Amount owed by CRRM to CRNF pursuant to Section 4(b), such that either CRRM or CRNF is making a net payment to the other Party in full satisfaction of the amount each Party owes to the other Party pursuant to Section 4(b).

(d) SERVICE RECIPIENT MAY, WITHIN 30 DAYS AFTER RECEIPT OF A CHARGE FROM SERVICE PROVIDER, TAKE WRITTEN EXCEPTION TO SUCH CHARGE, ON THE GROUND THAT THE SAME WAS NOT A REASONABLE COST INCURRED BY SERVICE PROVIDER OR ITS AFFILIATES IN CONNECTION WITH THE SERVICES. SERVICE RECIPIENT WILL NEVERTHELESS PAY IN FULL WHEN DUE THE FULL PAYMENT AMOUNT OWED TO SERVICE PROVIDER. SUCH PAYMENT SHALL NOT BE DEEMED A WAIVER OF THE RIGHT OF SERVICE 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 SERVICE PROVIDER IN CONNECTION WITH ITS PROVIDING THE SERVICES HEREUNDER, SUCH AMOUNT OR PORTION THEREOF (AS THE CASE MAY BE) WILL BE REFUNDED BY SERVICE PROVIDER TO SERVICE RECIPIENT TOGETHER WITH INTEREST THEREON AT THE DEFAULT RATE DURING THE PERIOD FROM THE DATE OF PAYMENT BY SERVICE RECIPIENT TO THE DATE OF REFUND BY SERVICE PROVIDER.

4. STANDARDS OF PERFORMANCE. Service Provider agrees to utilize ordinary care and diligence in rendering the Services provided for under this Agreement and to perform such Services in accordance with recognized practice in the industry. Without limiting the generality of any other provision hereof, it is not the intent of Service Provider or its Affiliates to render professional advice or opinions, whether with regard to tax, legal, treasury, finance, intellectual property, environmental, health and safety, employment or other matters; Service Recipients shall not rely on any Service rendered by or on behalf of Service Provider or its Affiliates for such professional advice or opinions; and notwithstanding a Service Recipient's receipt of any proposal, recommendation or suggestion in any way relating to tax, legal, treasury, finance, intellectual property, environmental, health and safety, employment or any other subject matter, such Service Recipient shall seek all third-party professional advice and opinions as it may desire or need, and, **in any event such Service Recipient shall be solely responsible for and assume all risks associated with the Services, except to the limited extent set forth herein**.

5. NON-EXCLUSIVITY. The Parties agree expressly that this Agreement shall be non-exclusive with respect to each Party and that, accordingly, (a) Service Provider may from time to time render

similar advice and services to other companies; and (b) Service Recipient may from time to time retain similar services from other parties.

6. CONFIDENTIALITY.

(a) Service Recipient and Service Provider each acknowledge and agree that all documents, instruments, records, reports and information (regardless of how embodied or conveyed) which are received from the other Party during the Term (collectively, "***Confidential Information***") are highly confidential and shall be maintained in strict confidence. Accordingly, each of Service Recipient and Service Provider agrees that it shall not, at any time during or after the expiration of this Agreement, use in a manner unauthorized by the disclosing Party, any Confidential Information of the disclosing Party or, without the prior written consent of the disclosing Party, directly or indirectly disclose any such Confidential Information to any other Person, other than to any Affiliate, provided that the receiving Party shall require the same agreement from such Affiliate to whom Confidential Information is disclosed

(b) The term "Confidential Information" does not include any data or information which the receiving Party can establish is already known to the receiving Party at the time it was initially disclosed to the receiving Party. Furthermore, the term "Confidential Information" does not include any data or information which before being divulged by the receiving Party, the receiving Party can establish (i) has become generally known to the public through no wrongful act of the receiving Party or breach of its obligations under this Agreement; (ii) has been rightfully received by the receiving Party from a third party without restriction on disclosure and without, to the knowledge of the receiving Party, a breach of an obligation of confidentiality running directly or indirectly to the disclosing Party; or (iii) has been approved for release by a written authorization by the disclosing Party.

(c) In the event that the receiving Party is legally requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process, or, in the opinion of counsel for such Party, by federal or state securities or other statutes, regulations, or laws) to disclose any Confidential Information, such Party shall, to the extent practicable without violation of applicable legal requirements, promptly notify the disclosing Party of such requests or requirement prior to disclosure so that the disclosing Party may, at its expense, seek an appropriate protective order and/or waive compliance with the terms of this Agreement.

7. INDEMNIFICATION. Service Recipient shall indemnify, reimburse, defend and hold harmless Service Provider, its Affiliates and their respective successors and permitted assigns, together with their respective current and future employees, officers, members, managers, directors, agents and representatives (collectively the "***Indemnified Parties***"), from and against all losses, costs, damages, injuries, taxes, penalties, interests, expenses, obligations, claims and liabilities (joint or severable) of any kind or nature whatsoever, including for injury, sickness, disease or death to employees or other persons (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 Service Recipient 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) the gross negligence, willful misconduct, bad faith or reckless disregard of such Indemnified Party in the performance of any Services hereunder; or

(b) fraudulent or dishonest acts of such Indemnified Party with respect to Service Recipient.

Service Recipient's obligation to indemnify, defend, reimburse and hold the Indemnified Parties harmless shall extend to and include, but not be limited to, claims, demands, judgments, liabilities and expenses resulting from the personal injury, sickness, disease or death of any persons, regardless of whether Service Recipient has paid the person under the provisions of any workers' compensation statute or law, or other similar federal or state legislation for the protection of employees.

The rights of any Indemnified Party referred to above are in addition to any rights that such Indemnified Party otherwise has at law or in equity. Without the prior written consent of Service Recipient, no Indemnified Party may 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 Service Recipient from any liabilities arising out of such claim, action, proceeding or investigation, (B) such settlement, compromise or consent includes an unconditional release of Service Recipient and any 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 remain confidential, except to the extent disclosure is required by law, legal process, order of court or pursuant to any government agency or security exchange. In the event that indemnification is provided for under any other agreements between Service Provider or any of its Affiliates and Service Recipient or any of its Affiliates, and such indemnification is for any particular Losses, then such indemnification (and any limitations thereon) as provided in such other agreement applies as to such particular Losses and will supersede and be in lieu of any indemnification that would otherwise apply to such particular Losses under this Agreement.

In the event that any indemnity provisions of this Agreement are contrary to the law governing this Agreement, then the indemnity obligations applicable hereunder will be construed to be to the fullest extent allowed by applicable law.

8. EXPRESS NEGLIGENCE. EXCEPT AS OTHERWISE EXPRESSED HEREIN, THE INDEMNITY, RELEASES AND LIMITATIONS ON DAMAGES, RECOURSE AND LIABILITIES IN THIS AGREEMENT (INCLUDING SECTION 7) ARE INTENDED TO BE ENFORCEABLE AGAINST THE PARTIES IN ACCORDANCE WITH THE EXPRESS TERMS AND SCOPE HEREOF, **REGARDLESS OF CAUSE**.

9. LIMITATION OF DUTIES AND LIABILITIES. The relationship of Service Provider to Service Recipient pursuant to this Agreement is as an independent contractor and nothing in this Agreement shall be construed to impose on Service Provider or its Affiliates, or on any of their respective successors and permitted assigns, or on their respective employees, officers, members, managers, directors, agents and representatives (each, a "***Service Provider Party***"), an express or implied fiduciary duty. No Service Provider Party shall be liable for, and Service Recipient shall not take, or permit to be taken, any action against any Service Provider Party to hold such Service Provider Party liable for, (a) any error of judgment or mistake of law or for any liability or loss suffered by Service Recipient 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 Service Recipient. In no event, whether based on contract, indemnity, warranty, tort (including negligence), strict liability or otherwise, shall any Service Provider Party be liable for loss of profits or revenue or special, incidental, exemplary, punitive or consequential damages; provided, however, that the foregoing limitation does not preclude recourse to any insurance coverage maintained by the Parties pursuant to the requirements of this Agreement or otherwise.

10. TERM OF AGREEMENT/TERMINATION. This Agreement shall be effective from the Effective Date and shall continue in effect until terminated in accordance with the terms of this Section 10 (the "***Term***"). This Agreement shall automatically terminate without any further action by any Party (a) immediately prior to the time at which either Party ceases to be under common control (measured with respect to indirect equity ownership or, in the case of CRNF, ownership of CVR GP, LLC) with the other Party or (b) at such time that all Services and all Statements of Service have been terminated in accordance with the terms set forth therein (including any amendments thereto). The Parties may agree to terminate a particular Statement of Service, without terminating the remaining Statements of Service or this Agreement, by (i) written agreement of the Parties or (ii) pursuant to the terms of a particular Statement of Service.

11. INSURANCE.

(a) During the Term, the Parties will each carry the minimum insurance described below.

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

(ii) Employer's liability insurance with not less than the following minimum limits: (A) bodily injury by accident - $1,000,000 each accident; (B) bodily injury by disease - $1,000,000 each employee; and (C) bodily injury by disease - $1,000,000 policy limit.

(iii) Commercial general liability insurance 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.

(iv) Automobile liability insurance, on each and every unit of automobile equipment, whether owned, non-owned, hired, operated, or used by the Insuring Party 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.

(v) Umbrella or excess liability insurance in the amount of $10,000,000 covering the risks and in excess of the limits set for in Section 11(a)(ii), 11(a)(iii) and 11(a)(iv) above.

(b) Each Party will abide by the following additional insurance requirements with respect to all insurance policies required by Section 11(a), as follows:

(i) All insurance policies purchased and maintained in compliance with Section 11(a)(iii), 11(a)(iv), and 11(a)(v) by one Party (the "***Insuring Party***"), as well as any other excess and/or umbrella insurance policies maintained by the Insuring Party, will 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 11(a)(iii) will be endorsed to provide that the coverage provided by the Insuring Party's insurance carriers will 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.

(ii) Those policies referred to in Section 11(a), and in Section 11(b)(v), will be endorsed to provide that underwriters and insurance companies of the Insuring Party will 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.

(iii) Those policies referred to in Section 11(a) will be endorsed to provide that 30 days prior written notice be given to the other Party in the event of cancellation, no-payment of premium, or material change in the policies.

(iv) Each Party will 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 11(a) to be in full force and effect.

(v) Each Party will be responsible for its own property and business interruption insurance.

(vi) 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 11(b)(i) through 11(b)(v) will be deemed waived by the Parties.

12. DISPUTES.

(a) The Parties will 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 the terms of this Section 12. The Parties will first submit the Dispute to a representative appointed by each of the Parties, who will then meet within 15 days to resolve the Dispute. If the Dispute has not been resolved within 45 days after the submission of the Dispute to such representatives, the Dispute will be submitted to a mutually agreed non-binding mediation. The costs and expenses of the mediator will be borne equally by the Parties, and the Parties will pay their own respective attorneys' fees and other costs. If the Dispute is not resolved by mediation within 90 days after the Dispute is first submitted to the representatives appointed by each Party as provided above, then the Parties may exercise all available remedies.

(b) 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 Section 12.

13. FORCE MAJUERE. Neither Party shall be liable to the other for failure of or delay in performance hereunder (except for the payment of amounts due 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 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 Section 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 Section 12.

14. **NOTICES**. All notices, offers, acceptances, waivers and other communications under this Agreement shall be in writing and shall be deemed to have been given and received (i) upon receipt when delivered by hand, (ii) upon transmission, if sent by electronic mail transmission (in each case with receipt verified by electronic confirmation), or (iii) one business day after being sent by overnight courier or express delivery service; provided, that in each case the notice or other communication is sent to the address, electronic mail address set forth beneath the name of such Party below (or to such other address or electronic mail address as such Party shall have specified in a written notice given to the other Parties hereto):

(a) If to CRRM:

Coffeyville Resources Refining & Marketing, LLC
400 N. Linden St., P.O. Box 1566
Coffeyville, Kansas 67337
Attention: Vice President, Refinery General Manager

With a copy to:

Coffeyville Resources Refining & Marketing, LLC
2277 Plaza Drive, Suite 500
Sugar Land, Texas 77479
Attention: Office of the General Counsel
Email: LegalServices@CVREnergy.com

(b) If to CRNF:

Coffeyville Resources Nitrogen Fertilizers, LLC
710 E. Martin St., P.O. Box 5000
Coffeyville, Kansas 67337
Attention: Vice President, Facility General Manager

With a copy to:

Coffeyville Resources Nitrogen Fertilizers, LLC
2277 Plaza Drive, Suite 500
Sugar Land, Texas 77479
Attention: Office of the General Counsel
Email: LegalServices@CVREnergy.com

15. **ASSIGNMENT**. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of each of the Parties hereto and their respective successors and permitted assigns.

Neither of the Parties may assign this Agreement or any rights, benefits or obligations set forth herein without the prior written consent of the other Party.

16. ENTIRE AGREEMENT. This Agreement, together with all Schedules, Exhibits and Annexes hereto, sets forth the entire agreement of the Parties and supersedes all prior representations, agreements and understandings, oral or written, between the Parties with respect to the matters contained herein. The Parties agree that all prior agreements between the Parties are hereby terminated to the extent they relate to Services. For the avoidance of doubt, the Parties agree that each of the Service Agreements is hereby terminated in its entirety.

17. MODIFICATION AND AMENDMENT. This Agreement may be modified or amended only by a writing that is signed by both Parties and which expresses an intention to modify or amend this Agreement.

18. NO THIRD PARTY BENEFICIARIES. The Parties each acknowledge and agree that there are no third party beneficiaries, including any employees of CRRM or CRNF, having rights under or with respect to this Agreement.

19. 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 CRRM and CRNF.

20. 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 Agreement 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.

21. 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. Each Party represents and acknowledges that it has had the opportunity to discuss and review the terms of this Agreement with counsel, and that they are freely and voluntarily entering into this Agreement in exchange for the benefits provided herein. 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.

22. 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.

23. GOVERNING LAW AND VENUE. THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS 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 HOUSTON, TEXAS, 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.

24. COUNTERPARTS. This Agreement may be executed in one or more counterparts, any one of which may be by facsimile, and all of which taken together shall constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by electronic transmission, including by electronic mail in portable document format (".pdf"), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by a combination of such means, shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of an original Agreement for all purposes. Signatures of the Parties transmitted by facsimile or other electronic transmission shall be deemed to be original signatures for all purposes.

25. ATTORNEY-CLIENT PRIVILEGE. In connection with the Services, no Party waives, or shall be construed to have waived, the attorney-client, attorney work product or similar privileges and protections, and such privileges and protections are hereby extended to and shared between Service Provider and Service Recipients in all respects.

26. DEFINITIONS.

(a) "***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, 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, CRNF shall not be deemed an Affiliate of CRRM). Moreover, when referring to CRRM, the term "Affiliate" shall include only CVR Energy, Inc. and its wholly-owned subsidiaries, and when referring to CRNF, the term "Affiliate" shall include only CVR Partners, LP and its wholly-owned subsidiaries.

(b) "***Agreement***" has the meaning set forth in the preamble.

(c) "***Coke Supply Agreement***" has the meaning set forth in the Recitals.

(d) "***Confidential Information***" has the meaning set forth in Section 6(a).

(e) "***CRNF***" has the meaning set forth in the preamble.

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

(g) "***Cross Easement Agreement***" has the meaning set forth in the Recitals.

(h) "***CRRM***" has the meaning set forth in the preamble.

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

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

(k) "***Dispute***" has the meaning set forth in Section 12(a).

(l) "***Effective Date***" has the meaning set forth in the preamble.

(m) "***Feedstock and Shared Services Agreement***" has the meaning set forth in the Recitals.

(n) "***Fertilizer Plant***" has the meaning set forth in the Recitals.

(o) "***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.

(p) "***Hydrogen Sale Agreement***" has the meaning set forth in the Recitals.

(q) "***Indemnified Parties***" has the meaning set forth in Section 7.

(r) "***Insuring Party***" has the meaning set forth in Section 11(b)(i).

(s) "***Losses***" has the meaning set forth in Section 7.

(t) "***Multi-Party Dispute***" has the meaning set forth in Section 12(b).

(u) "***Party***" has the meaning set forth in the preamble.

(v) "***Payment Amount***" has the meaning set forth in Section 2(a).

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

(x) "***Raw Water and Facilities Sharing Agreement***" has the meaning set forth in the Recitals.

(y) "***Refinery***" has the meaning set forth in the Recitals.

(z) "***Representative***" means each of the CRNF Representative and CRRM Representative.

(aa) "***Service Agreement***" has the meaning set forth in the Recitals.

(bb) "***Service Provider***" means CRRM or CRNF, to the extent it is providing the Services to the other Party.

(cc) "***Service Provider Party***" has the meaning set forth in Section 9.

(dd) "***Service Recipient***" means CRRM or CRNF, to the extent it is receiving the Services from the other Party.

(ee) "***Services***" has the meaning set forth in Section 1(a).

(ff) "***Statement of Services***" has the meaning set forth in Section 1(a).

(gg) "***Term***" has the meaning set forth in Section 10.

[*Remainder of page intentionally left blank. Signature page follows.*]

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

COFFEYVILLE RESOURCES REFINING & MARKETING, LLC

By: /s/ Brent Traxel
Name: Brent Traxel
Title: Vice President, Refinery General Manager

COFFEYVILLE RESOURCES NITROGEN FERTILIZERS, LLC

By: /s/ Neal Barkley
Name: Neal Barkley
Title: Vice President, Facility General Manager

SCHEDULE A

REFINERY

SCHEDULE B

FERTILIZER PLANT

EXHIBIT A

CROSS EASEMENTS

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

The Parties have reconfigured the boundaries of their respective Parcels to divide and separate the operations of CRRM's Refinery from the operations of CRNF's adjacent Fertilizer Plant operations.

The Parties desire to grant 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: (a) the use of pipelines, transmission lines, equipment, drainage facilities, other plant facilities and improvements and the maintenance thereof; (b) pedestrian and vehicular access; and (c) 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 this Exhibit A.

ARTICLE 1. DEFINITIONS

1.1 All terms not defined in this Exhibit A but which are used herein as so defined in the Agreement. The following terms shall have the meanings set forth below, for purposes of this Exhibit A and all Annexes hereto:

"***Access Areas***" has the meaning given such term in Section 2.1(A) of this Exhibit A.

"***Aerial***" means that aerial photograph attached hereto as Annex C to this Exhibit A.

"***Coke Conveyor Belt Easement Area"*** has the meaning given such term in Section 2.3(C) of this Exhibit A.

"***Coke Haul Road Easement Area***" has the meaning given such term in Section 2.3(C) of this Exhibit A.

"***Connection Purposes***" has the meaning given such term in Section 3.2 of this Exhibit A.

"***Constructing Party***" has the meaning given such term in Section 2.2(C)(1) of this Exhibit A.

"***Construction Buffer Zone Easement Area***" has the meaning given such term in Section 2.3(I) of this Exhibit A.

"***CRNF Clarifier Tract***" has the meaning given such term in Section 2.3(A) of this Exhibit A.

"***Easement Areas***" has the meaning given such term in Section 4.1 of this Exhibit A.

"***Easements***" has the meaning given such term in Section 4.1 of this Exhibit A.

"***East Tank Farm Area (Refinery Parcel)***" has the meaning given such term in Section 2.3(F) of this Exhibit A.

"***East Tank Farm Easements***" has the meaning given such term in Section 2.3(F) of this Exhibit A.

"***East Tank Farm Roadway Area (Fertilizer Parcel)***" has the meaning given such term in Section 2.3(F) of this Exhibit A.

"***Fertilizer Parcel***" has the meaning set forth in the recitals to this Exhibit A.

"***Fertilizer Water Pipeline Easement Area***" has the meaning given such term in Section 2.3(A) of this Exhibit A.

"***Interconnect Points***" has the meaning given such term in Section 3.1 of this Exhibit A.

"***Interconnect Points Drawing***" has the meaning given such term in Section 3.1 of this Exhibit A.

"***Interconnect Points Easement***" has the meaning given such term in Section 3.2 of this Exhibit A.

"***Mortgage***" has the meaning given such term in Section 4.12(B) of this Exhibit A.

"***Non-Performing Party***" has the meaning given such term in Section 4.6 of this Exhibit A.

"***Parcels***" has the meaning given such term in the recitals to this Exhibit A.

"***Performing Party***" has the meaning given such term in Section 4.7 of this Exhibit A.

"***Pipe Rack Easement Area***" has the meaning given such term in Section 2.3(B) of this Exhibit A.

"***Railroad Trackage Easement Area (Fertilizer Parcel)***" has the meaning given such term in Section 2.3(G)(1) of this Exhibit A.

"***Railroad Trackage Easement Area (Refinery Parcel)***" has the meaning given such term in Section 2.3(G)(2) of this Exhibit A.

"***Refinery Parcel***" has the meaning given such term in the recitals to this Exhibit A.

"***Refinery Shared Parking Area***" has the meaning given such term in Section 2.3(H) of this Exhibit A.

"***Shared Pipeline Easement***" has the meaning given such term in Section 2.2(B) of this Exhibit A.

"***Shared Pipeline Easement Area***" means the land legally described on Annex D to this Exhibit A and depicted on the Aerial.

"***Sunflower Street Pipeline Crossing Easement Area (Fertilizer Parcel)***" has the meaning given such term in Section 2.3(E)(1) of this Exhibit A.

"***Sunflower Street Pipeline Crossing Easement Area (Refinery Parcel)***" has the meaning given such term in Section 2.3(E)(2) of this Exhibit A.

"***Temporary Construction/Maintenance Easements***" has the meaning given such term in Section 2.2(C)(1) of this Exhibit A.

"***Trackage Storage Area***" means the real property shown on the Aerial.

"***Unavoidable Delay***" has the meaning given such term in Section 4.6 of this Exhibit A.

"***Water Rights Easement***" has the meaning given such term in Section 2.3(A) of this Exhibit A.

"***Work***" has the meaning given such term in Section 2.2(C)(1) of this Exhibit A.

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 Exhibit A:

2.1 **Access Easements**.

(A) The term "***Access Areas***" as used in this Exhibit A 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) CRNF hereby grants to CRRM, for use by its agents, employees, contractors, licensees and lessees, as an appurtenance to the Refinery Parcel, a perpetual, 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 CRNF, as may be reasonably required for access, ingress and egress for the Refinery's operations.

(C) Reciprocally, CRRM hereby grants to CRNF, 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, CRNF Clarifier Tract, the "Water Facilities" which are for the use of CRNF (as provided for and defined in Exhibit B) and the Fertilizer Water Pipeline Easement Area; and (ii) a perpetual, 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 CRRM, as may be reasonably required for access, ingress and egress for the Fertilizer Plant operations.

(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 Exhibit A.

2.2 **Shared Pipeline Easement**.

(A) The Parties acknowledge that CRNF 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 Statements of Service, CRRM hereby grants to CRNF, 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 in, to, over, under and across the Shared Pipeline Easement Area, as required and necessary for implementation of the Statements of Service, which easement and right of use shall include, without limitation, the right to: (i) maintain, repair, inspect and replace all existing pipelines, transmission lines, transport lines, equipment, and drainage facilities of CRNF 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 of this Exhibit A) (such easement and right of use being called the "***Shared Pipeline Easement***").

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

(1) In connection with the exercise of the foregoing Access Easements, the Shared Pipeline Easement and the Easements granted hereinafter in Section 2.3 of this Exhibit A, 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 Exhibit A, 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 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 Exhibit C and to provide for the transportation of water from the Water Facilities (as defined in Exhibit C) into CRNF's Fertilizer Plant facilities located on the Fertilizer Parcel, CRRM hereby grants to CRNF, 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 Exhibit C) to the extent provided in Exhibit C; and (b) any existing water supply pipeline of CRRM (and related equipment) which carries raw water from the River Water Pumps (y) into pipelines of CRNF located on the Refinery Parcel that runs to the tract of land owned by CRNF on which its clarifier is located, which tract of land is legally described on Annex N to this Exhibit A ("***CRNF Clarifier Tract***") or (z) directly to CRNF Clarifier Tract. CRRM 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 CRNF pursuant to the terms of Exhibit C 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 CRNF's existing separate water supply pipelines are located that carry water from the "Y Intersection" (as defined in Exhibit C) to CRNF Clarifier Tract and from CRNF 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 legally described on Annex O to this Exhibit A ("***Fertilizer Water Pipeline Easement Area***"). Such easement includes a non-exclusive easement and right in favor of CRNF 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 and Facilities Sharing Agreement, the right of use, privilege and interest for CRNF, at any future time upon prior notice to, and reasonable coordination with CRRM so as to not materially impair any operations on the Refinery Parcel, to construct separate water facilities, as contemplated by Exhibit C, 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 CRNF'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 CRRM'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 CRNF's separate water facilities), shall be automatically deemed additional Easement Areas pursuant to the terms of this Exhibit A 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 and Facilities Sharing**. The raw water and facilities sharing agreement set forth in Exhibit C 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 Exhibit C.

(B) **Pipe Rack Easement**. CRRM hereby grants to CRNF, 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 CRRM, all existing pipe rack installations of CRRM (as such pipe rack installations may be altered, relocated, expanded or replaced from time to time by CRRM, at its sole cost, so long as comparable uninterrupted pipe rack service is provided to CRNF) located on that portion of the Refinery Parcel legally described on Annex F to this Exhibit A and generally depicted on the Aerial (the "***Pipe Rack Easement Area***").

(C) **Coke Conveyor Belt Easement; Coke Haul Road Easement**. CRRM hereby grants to CRNF, 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 land legally described on Annex G to this Exhibit A and generally depicted on the Aerial (the "***Coke Conveyor Belt Easement Area***"), 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; and (ii) the land legally described on Annex P to this Exhibit A and generally depicted on the Aerial (the "***Coke Haul Road Easement Area***"), 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 CRNF in Section 2.2(B) above, CRRM hereby grants to CRNF, 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 CRRM, at its sole cost, so long as comparable uninterrupted TKI pipeline service is provided to CRNF) which traverse the Refinery Parcel and leads into the TKI sulphur plant, which plant is generally depicted on the Aerial.

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

(1) CRNF hereby grants to CRRM, 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 CRNF, 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 CRNF at its sole cost, so long as comparable uninterrupted pipeline crossing service is provided to CRRM) located on: (i) that portion of the Fertilizer Parcel legally described on Annex H to this Exhibit A and generally depicted on the Aerial (the "***Sunflower Street Pipeline Crossing Easement Area (Fertilizer Parcel)***"); 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 CRNF has the legal right to grant such easement and right.

(2) Reciprocally, CRRM hereby grants to CRNF, 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 CRRM, 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 CRRM at its sole cost, so long as comparable, uninterrupted pipeline crossing service is provided to CRNF) located on: (i) that portion of the Refinery Parcel legally described on Annex I to this Exhibit A and generally depicted on the Aerial (the "***Sunflower Street Pipeline Crossing Easement Area (Refinery Parcel)***"); 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 CRRM has the legal right to grant such easement and right.

(F) **East Tank Farm Easements**. CRNF hereby grants to CRRM, 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 legally described on Annex J to this Exhibit A and generally depicted on the Aerial (the "***East Tank Farm Roadway Area (Fertilizer Parcel)***"), 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 legally described on Annex K to this Exhibit A and generally depicted on the Aerial (the "***East Tank Farm Area (Refinery Parcel)***").

(ii) a perpetual, non-exclusive easement and right of use to maintain the existing underground pipelines and related equipment owned by CRRM and located underneath the East Tank Farm Roadway Area (Fertilizer Parcel) (as such pipelines and equipment may be altered, relocated, expanded or replaced from time to time by CRRM, 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 Exhibit E with regard to railroad track sharing, CRNF hereby grants to CRRM, 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 CRNF, 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 CRNF, at its sole cost and expense, so long as comparable uninterrupted railroad trackage service is provided to CRRM) on that portion of the Fertilizer Parcel legally described on Annex L to this Exhibit A and generally depicted on the Aerial (the "***Railroad Trackage Easement Area (Fertilizer Parcel)***"). The Parties acknowledge that the Main Trackage (as defined in Exhibit E) within the subject Easement Area and in the Easement Area set forth in Section 2(G)(2) of this Exhibit A 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 Exhibit E with regard to railroad track sharing, CRRM hereby grants to CRNF, 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 CRRM, 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 CRRM, at its sole cost and expense, so long as comparable uninterrupted railroad trackage service is provided to CRNF) on that portion of the Refinery Parcel legally described on Annex M to this Exhibit A and generally depicted on the Aerial (the "***Railroad Trackage Easement Area (Refinery Parcel)***"); provided, however, and notwithstanding the foregoing provisions of this Section 2.3(G)(2), CRRM hereby grants CRNF an additional perpetual, non-exclusive easement and right to use 75% of the trackage constructed in 2006 within the Trackage Storage Area for railroad car storage in connection with Fertilizer Plant's operations, 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**. CRRM hereby grants to CRNF, for use by its employees, agents, contractors, licensees and lessees, as an appurtenance to the Fertilizer Parcel, a perpetual, non-exclusive easement and right of use of the parking areas legally described on Annex Q to this Exhibit A and shown on the Aerial (the "***Refinery Shared Parking Area***") for the parking of vehicles of CRNF and its employees, agents, employees, contractors, licensees and lessees, all in common with CRRM; provided, however, CRRM hereby agrees that no less than 50 parking spaces on the Refinery Shared Parking Areas shall be exclusively available to CRNF at all times.

(I) **Construction Buffer Zone Easements**. Currently, CRRM is using a designated portion of the buffer zone area owned by CRNF legally described on Annex R to this Exhibit A (the "***Construction Buffer Zone Easement Area***") for construction staging in connection with the construction of certain improvements on the Refinery Parcel. It is agreed and understood that CRNF shall

have the right to at any time terminate such use by CRRM upon giving no less than 30 days prior written notice, and if such notice is so given, CRRM 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 CRRM'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 30 days prior notice and the removal and restoration covenants set forth above in this Section 2.3(I) shall apply.

(J) **Fiber Optic Cable Easements**. CRRM hereby grants to CRNF, 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 install, repair, maintain, replace and otherwise utilize for Fertilizer Plant operations, in common with CRRM, any existing fiber optic cables of CRRM, whether on the Fertilizer Parcel or within any structure located thereon, currently utilized by CRNF (as the same may be altered, relocated, expanded or replaced from time to time by CRRM, at its sole cost and expense, so long as comparable fiber optic cabling is provided to CRNF), and CRNF hereby grants to CRRM, for use by its agents, employees, contractors, licensees and lessees, as an appurtenance to the Refinery Parcel, a perpetual, non-exclusive easement and right of use to install, repair, maintain, replace and otherwise utilize for Refinery operations, in common with CRNF, any existing fiber optic cables of CRNF, whether on the Refinery Parcel or within any structure located thereon, currently utilized by CRRM (as the same may be altered, relocated, expanded or replaced from time to time by CRNF, at its sole cost and expense, so long as comparable fiber optic cabling is provided to CRRM).

(K) **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 Statements of Service 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 Statements of Service.

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 Statements of Service 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***" shown on Annex E to this Exhibit A. CRNF 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 Exhibit A, and in order to effectuate the provisions of the Service Agreements, particularly the provisions of the Feedstock and Shared Services Agreement, each of CRNF and CRRM is hereby granted a nonexclusive 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 Exhibit A.

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 of this Exhibit A 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 Statements of Service) unless terminated in accordance with Section 4.2(E).

(B) Those Easements herein specifically stated as being granted to carry out the purposes and intent of one or more referenced Statements of Service (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 Statements of Service and shall expire when the last of the Statements of Service to which such Easement pertains is no longer in effect pursuant to its terms unless terminated in accordance with Section 4.2(E).

(D) All other Easements herein granted which do not fall within the provisions of Sections 4.2(A) or (B) shall be perpetual.

(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 Exhibit A 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 Statements of Service. Nothing in this Exhibit A shall be deemed to in any way modify, impair or otherwise limit the specific provisions or stated purposes of the Statements of Service.

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 Statements of Service or the Easements granted herein, CRNF and CRRM 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 Exhibit A, 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 10 days after such other Party has notified the Non-Performing Party pursuant to this Exhibit A 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 nonperformance.

4.7 **Right of Self-Help**. If a Non-Performing Party shall default in its performance of an obligation under this Exhibit A, the other Party, (the "***Performing Party***"), in addition to all other remedies such Performing Party may have at law or in equity, after 15 days' prior written notice to Non-Performing Party and to any 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) 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 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 Exhibit A, 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 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 Exhibit A.

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: (a) 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 (b) 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 **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 are also hereby automatically subordinated to this Exhibit A.

(C) Amendments and other modifications to this Exhibit A 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 CRNF and CRRM, in its role as grantor, as applicable, agrees to promptly execute such instruments as may be required to confirm such priority.

(D) Each Party 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 Exhibit A 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.

4.13 **Easement Appurtenant to Land under Common Ownership**. The Easements granted in this Exhibit A 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.

4.14 **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 Exhibit A and the Easements herein.

4.15 **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 Exhibit A or in any of the Statements of Service shall be damaged or destroyed and such Party shall not be obligated by this Exhibit A 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. 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 Exhibit A as a condition to such financing, the Parties covenant and agree to make such modifications to this Exhibit A 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 Statements of Service, or either Party's right to otherwise improve, construct, use, operate and maintain its respective Parcel and the improvements, equipment and facilities thereon.

ARTICLE 6. 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 Exhibit A. 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 7. MISCELLANEOUS

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

7.2 **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.

7.3 **Annexes**. Attached hereto and forming a part of this Exhibit A by this reference are the following Annexes:

ANNEX A — Legal Description of the Fertilizer Parcel

ANNEX B — Legal Description of the Refinery Parcel

ANNEX C — Aerial

ANNEX D — Legal Description of Shared Pipeline Easement Area

ANNEX E — Interconnect Points Drawing

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

ANNEX G — Legal Description of Coke Conveyor Belt Easement Area

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

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

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

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

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

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

ANNEX N — Legal Description of CRNF Clarifier Tract

ANNEX O — Fertilizer Water Pipeline Easement Area

ANNEX P — Legal Description of Coke Haul Road

ANNEX Q — Legal Description of Refinery Shared Parking Area

ANNEX R — Legal Description of Construction Buffer Zone Easement Area

[Remainder of page intentionally left blank.]

ANNEX 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.

ANNEX 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.

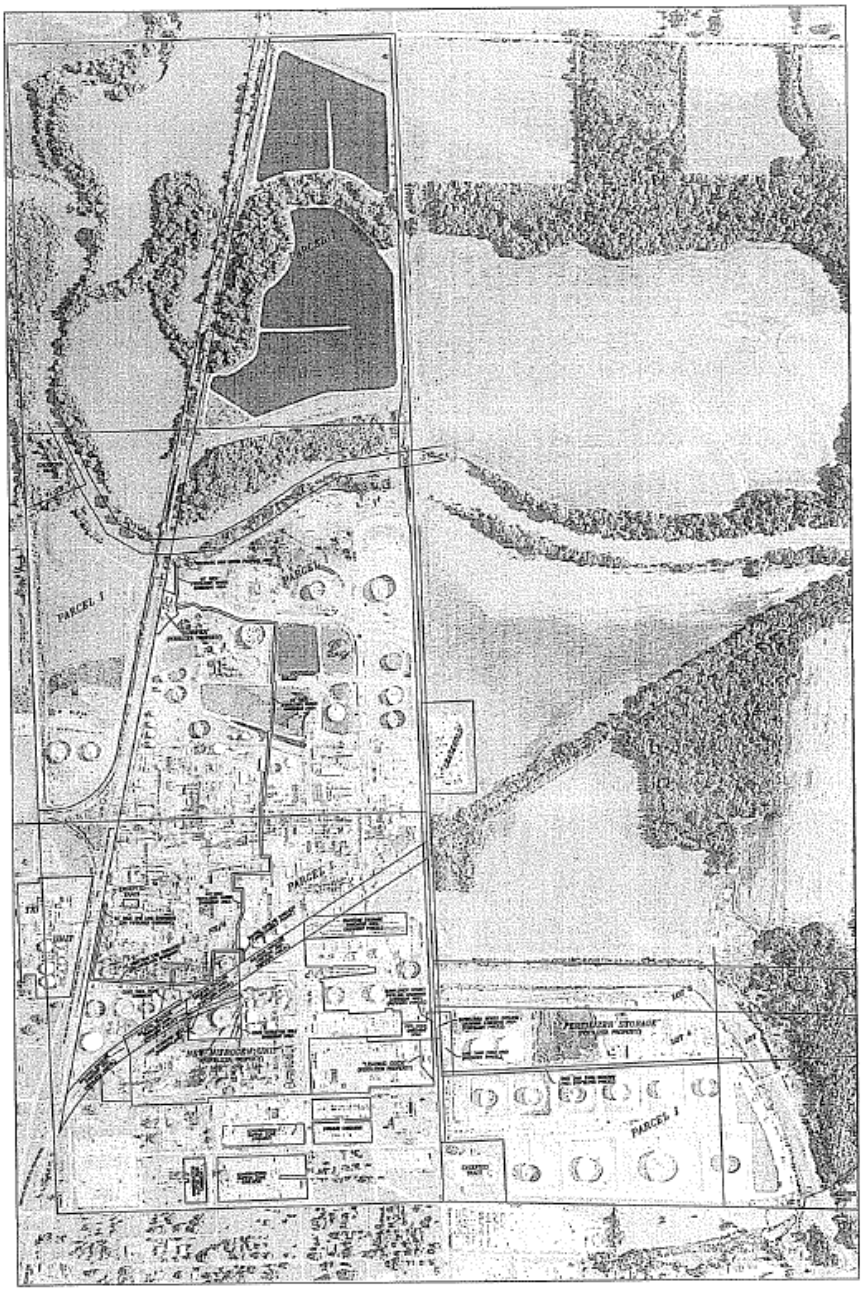
“NEW NITROGEN UNIT”

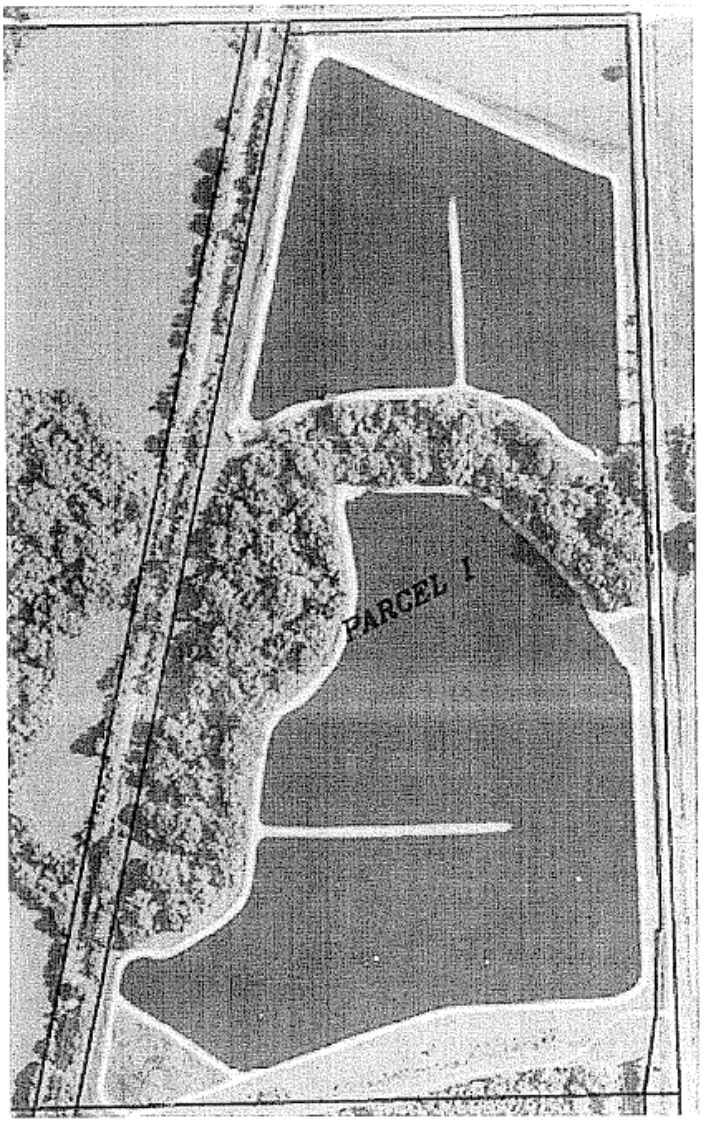
A PART OF COFFEYVILLE HEIGHTS ADDITION TO THE CITY OF COFFEYVILLE, PART OF MONTGOMERY’S ADDITION TO THE CITY OF COFFEYVILLE, PART OF THE FORMER UNION PACIFIC RAILROAD RIGHT-OF-WAY, AND PART OF THE NE/4 OF SECTION 36, TOWNSHIP 34 SOUTH, RANGE 16 EAST, MONTGOMERY COUNTY, KANSAS, DESCRIBED AS FOLLOWS: COMMENCING 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

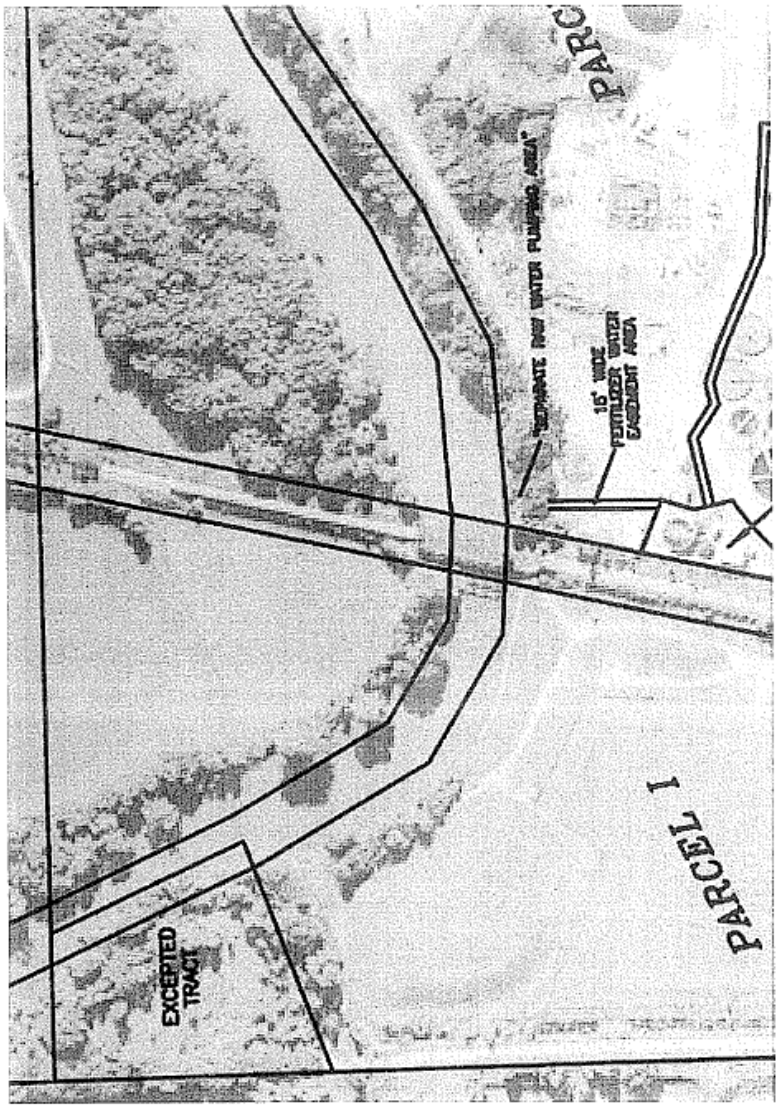
DISTANCE OF 249.97 FEET; THENCE N00°00’00”W A DISTANCE OF 18.64 FEET; THENCE N90°00’00”E A DISTANCE OF 51.39 FEET; THENCE S00°00’00”E A DISTANCE OF 15.00 FEET; THENCE N90°00’00”E A DISTANCE OF 56.01 FEET; THENCE S00°00’00”E A DISTANCE OF 169.40 FEET; THENCE N89°00’00”W A DISTANCE OF 636.08 FEET; THENCE 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.

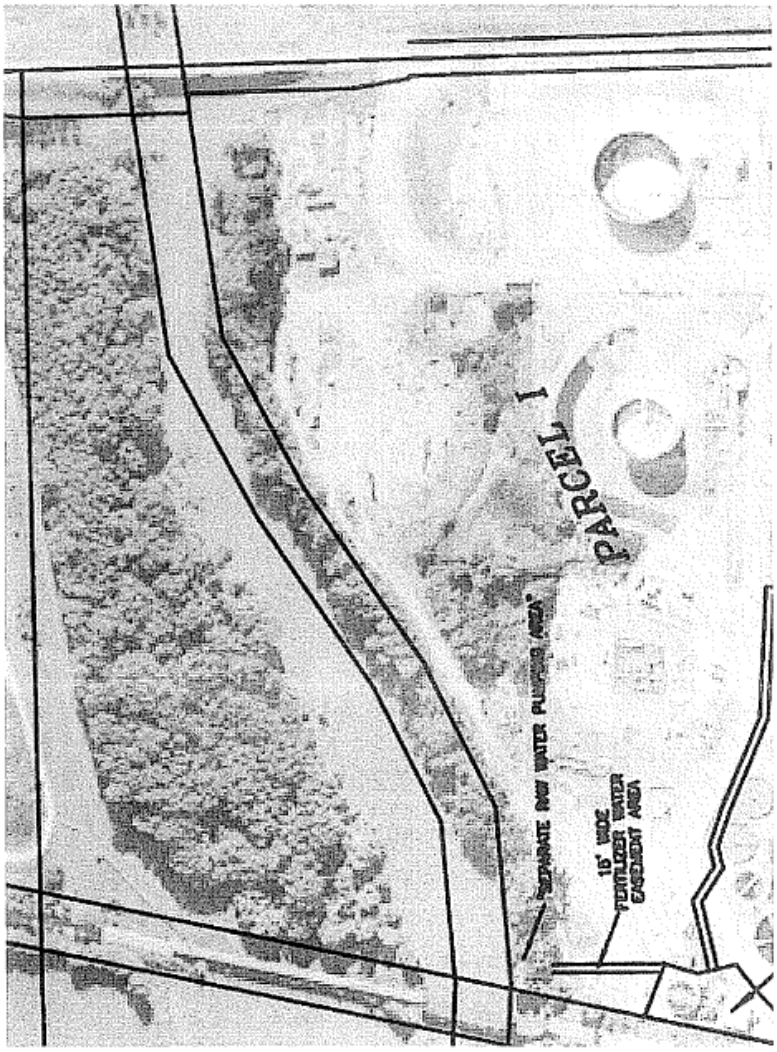
ANNEX C

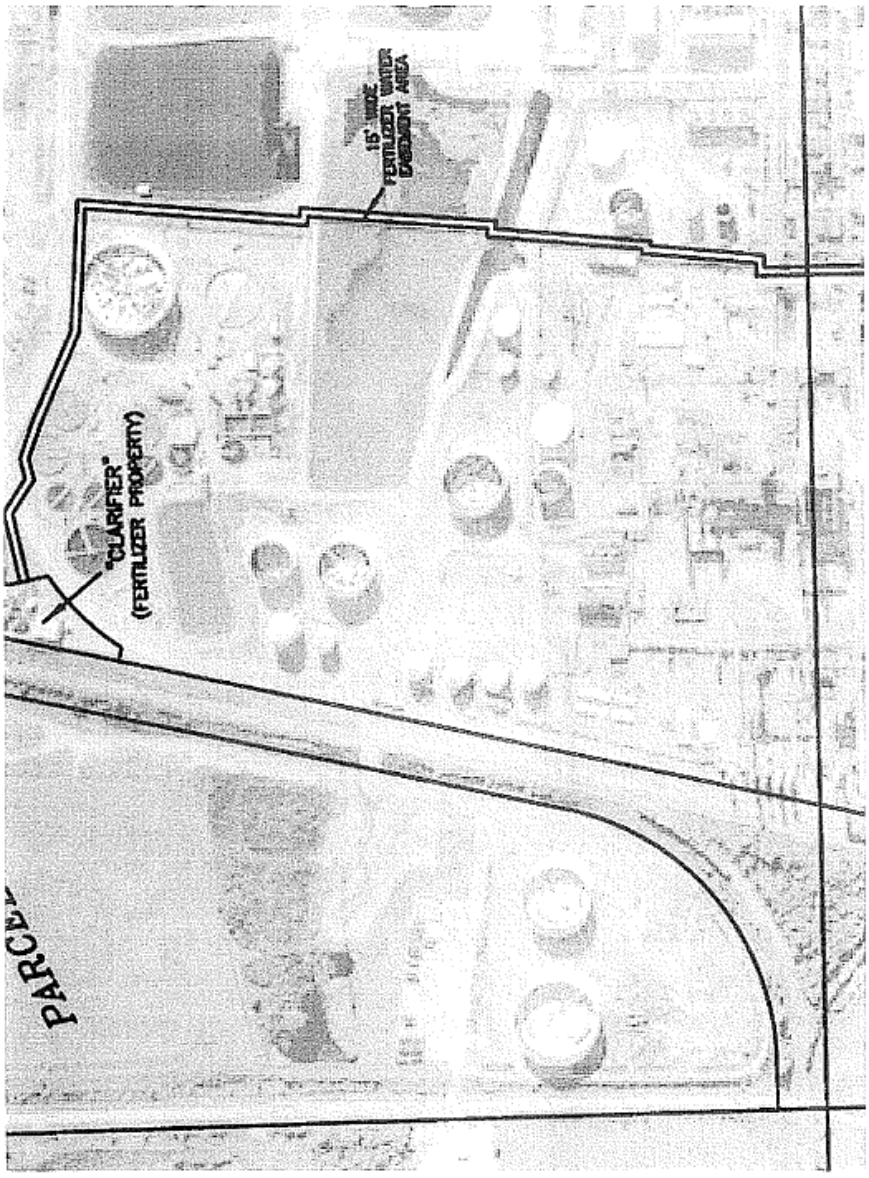
Aerial

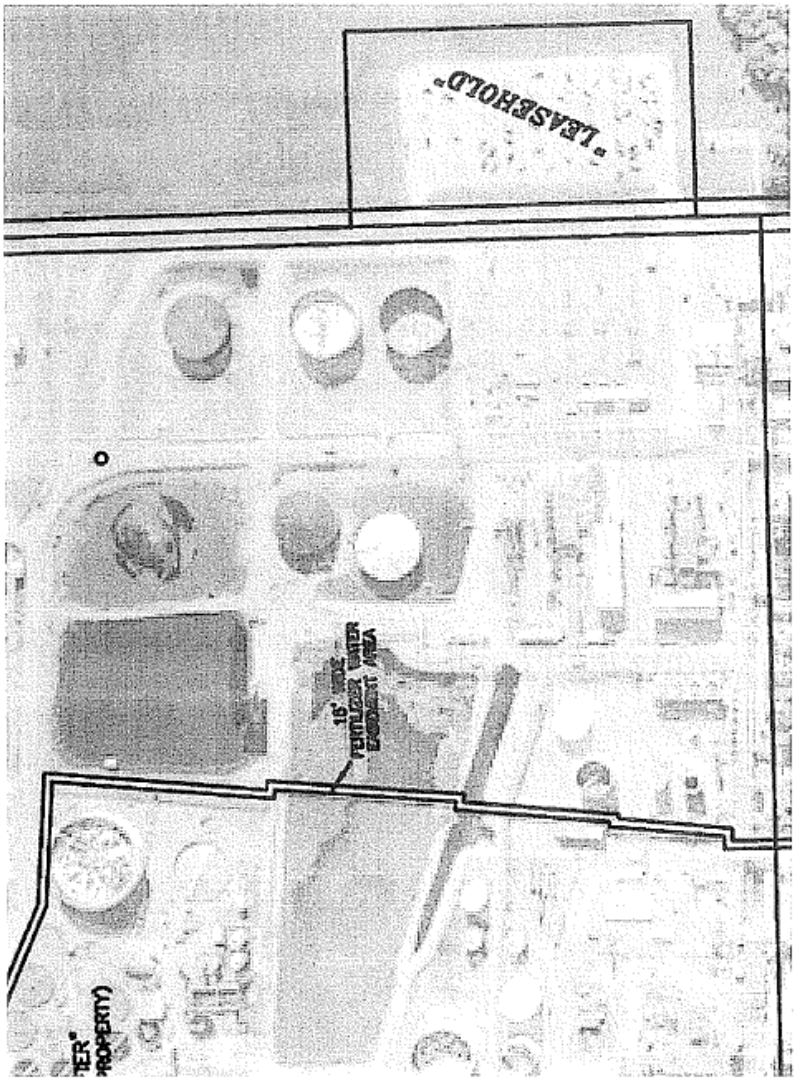


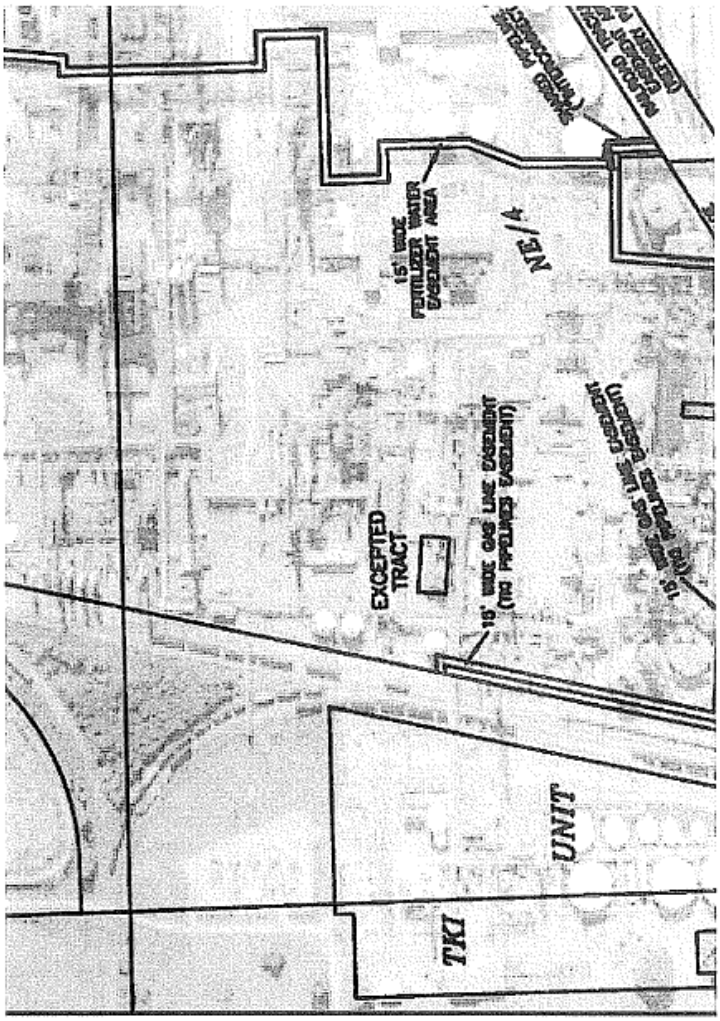

PARCEL 1

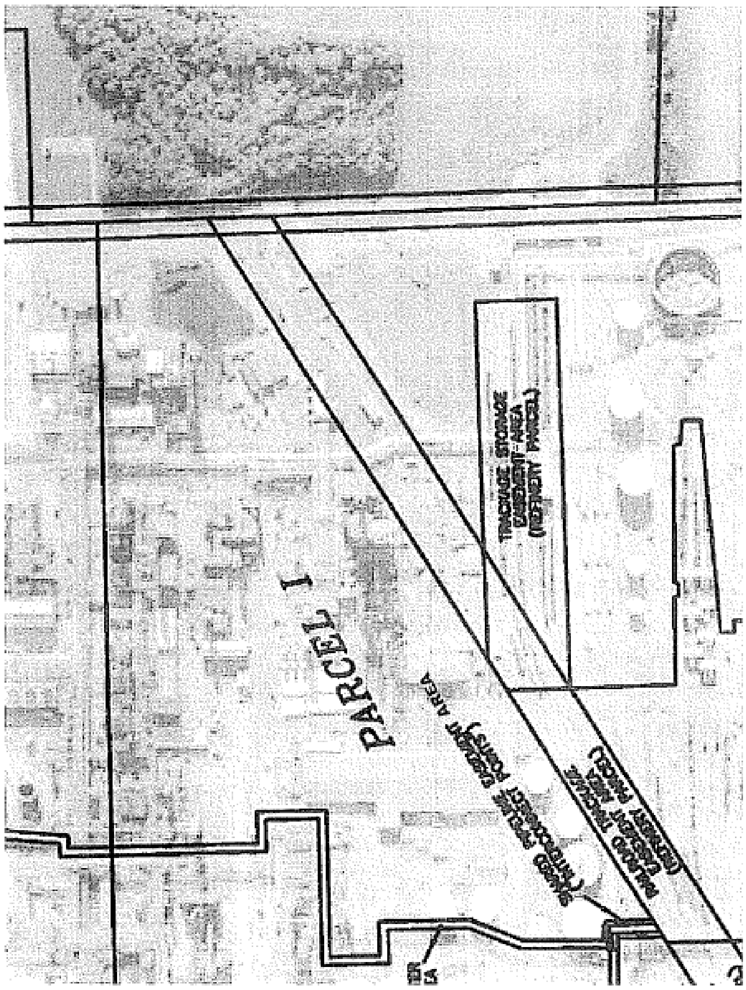

PARC
SEPARATE R&W WATER PURPOSES AREA
15' WIDE
PERMANENT WATER
EASEMENT AREA
PARCEL 1
EXCEPTED
TRACT

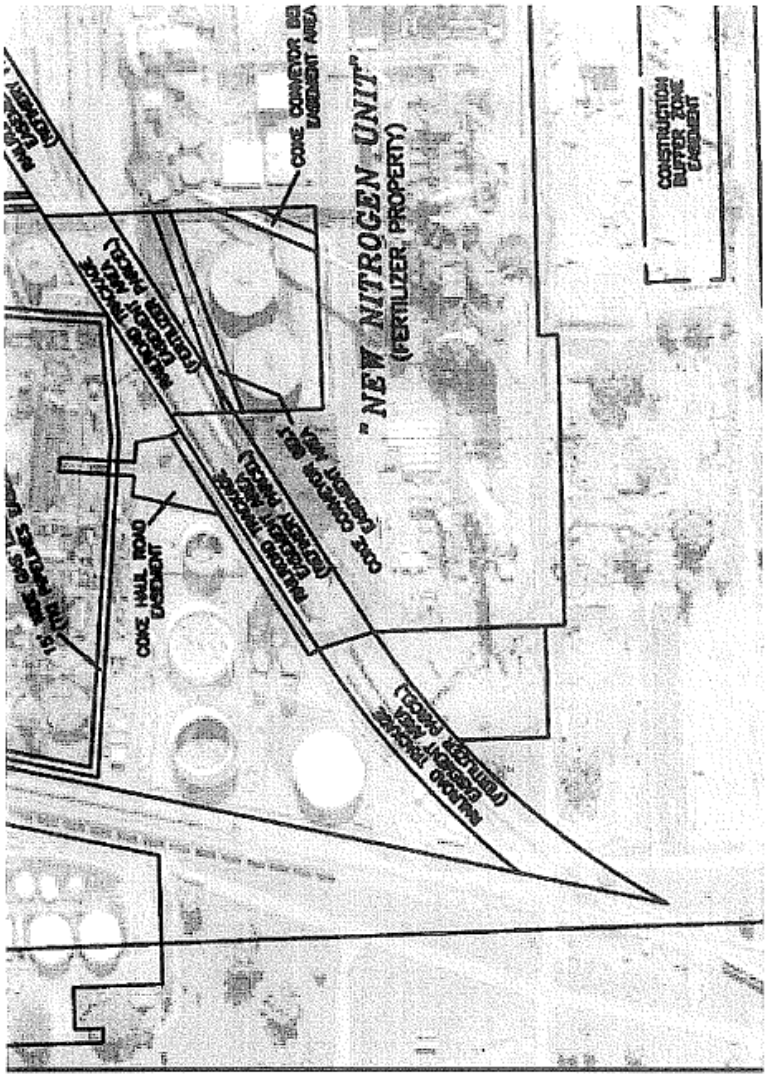

PARCEL 1
15' WIDE
FUTURE WATER
EASEMENT AREA

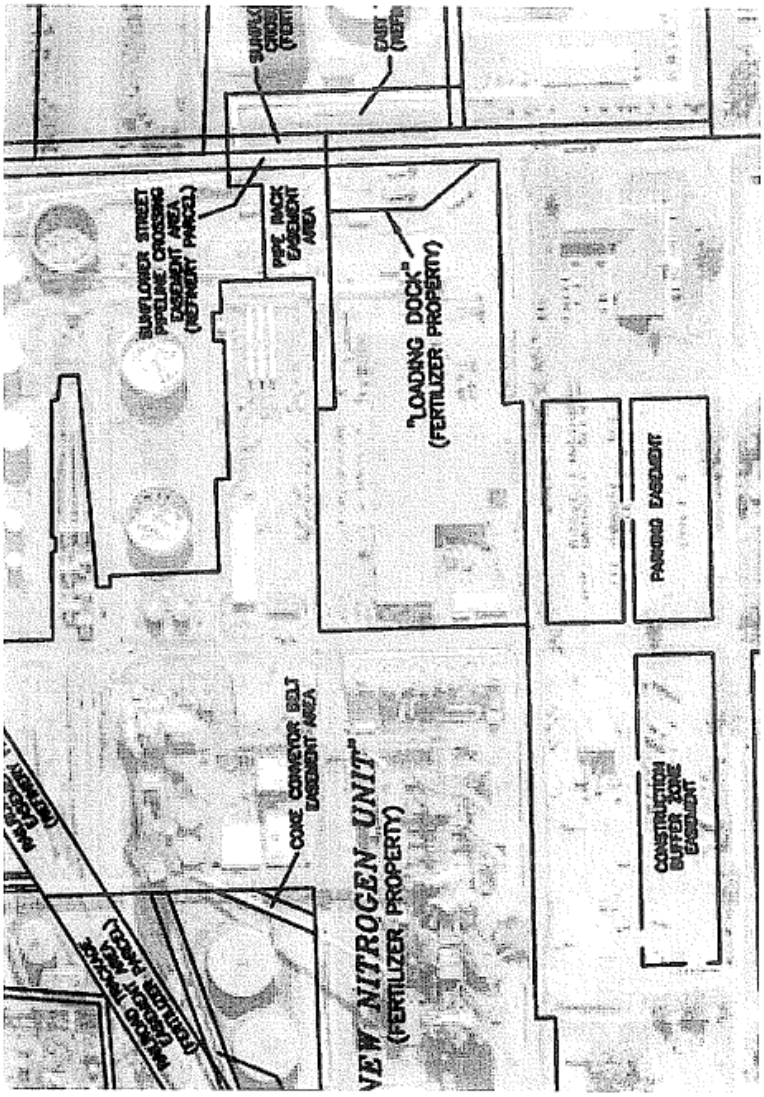

15' WIDE
FERTILIZER WATER
EASEMENT AREA
"CLARIFIER"
(FERTILIZER PROPERTY)
PARCEL

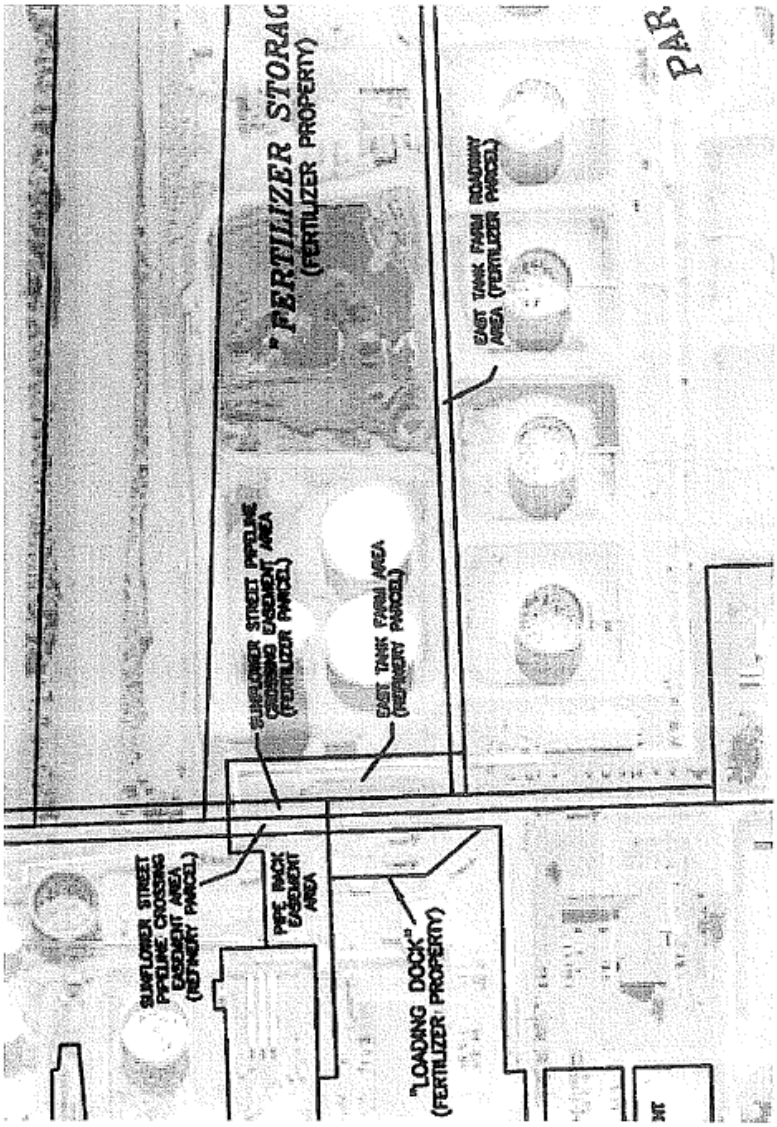

"LEASEHOLD"

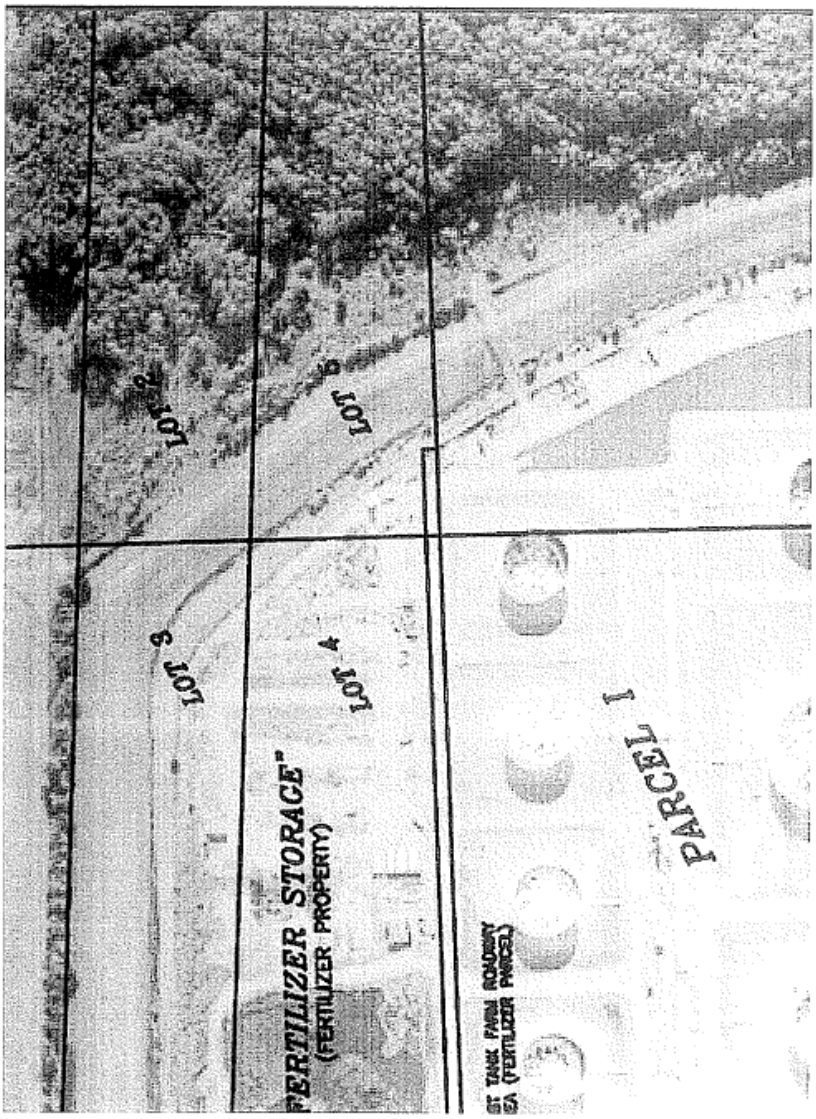

EXCEPTED TRACT
15' WIDE FRESH WATER EASEMENT AREA
19' WIDE OIL LINE EASEMENT (NO PIPELINES EASEMENT)
UNIT
TKI
NE/4

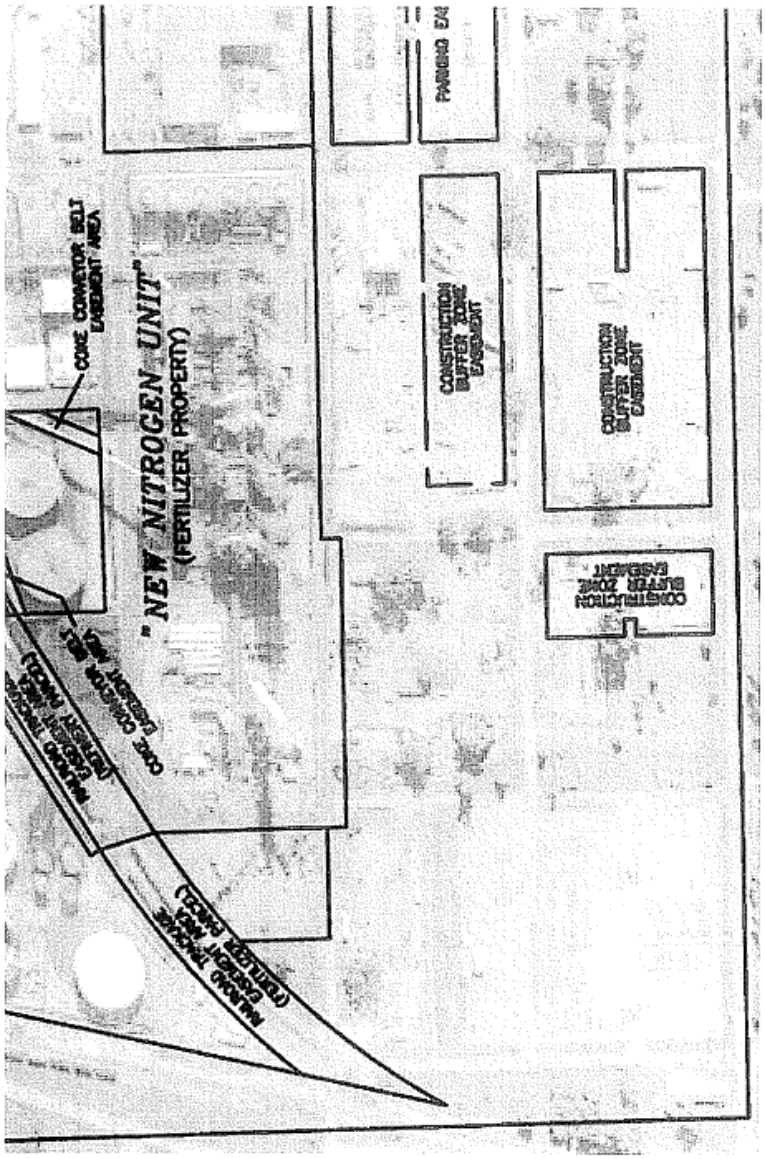

PARCEL I
TRACKAGE STORAGE
EASEMENT AREA
(REFINERY PARCEL)

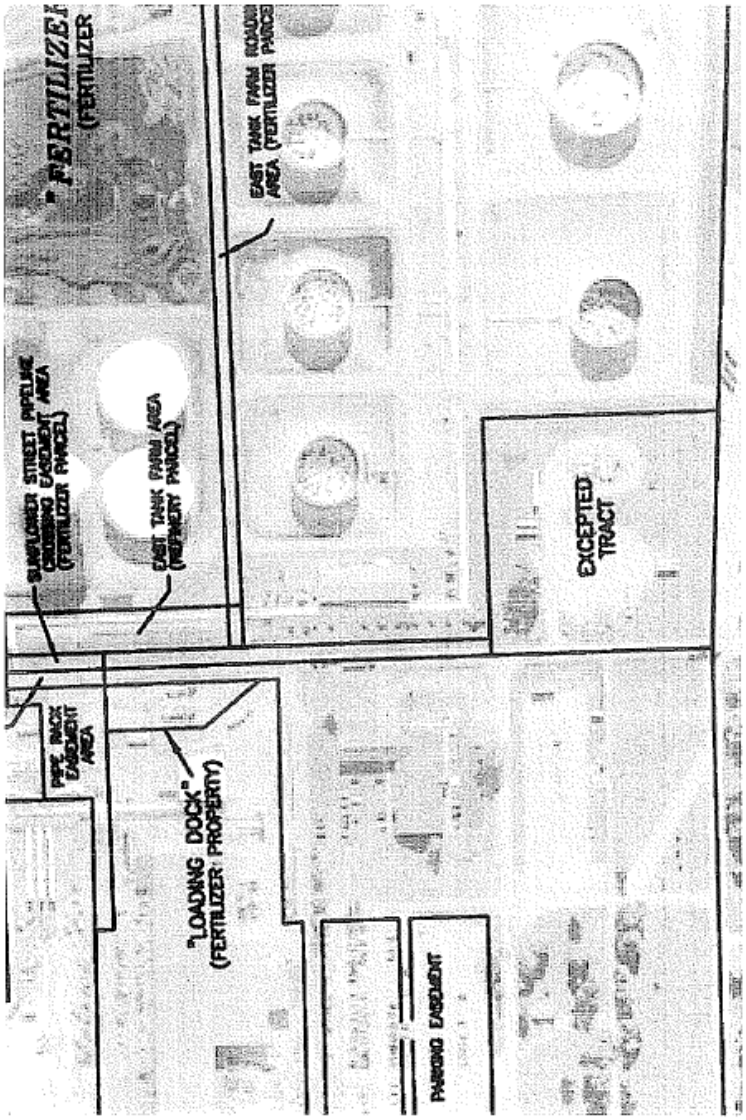

"NEW NITROGEN UNIT"
(FERTILIZER PROPERTY)
CONSTRUCTION BUFFER ZONE EASEMENT
COKE CONVEYOR BELT EASEMENT AREA
COKE CONVEYOR BELT EASEMENT
COKE DISCHARGE TIPPLE EASEMENT

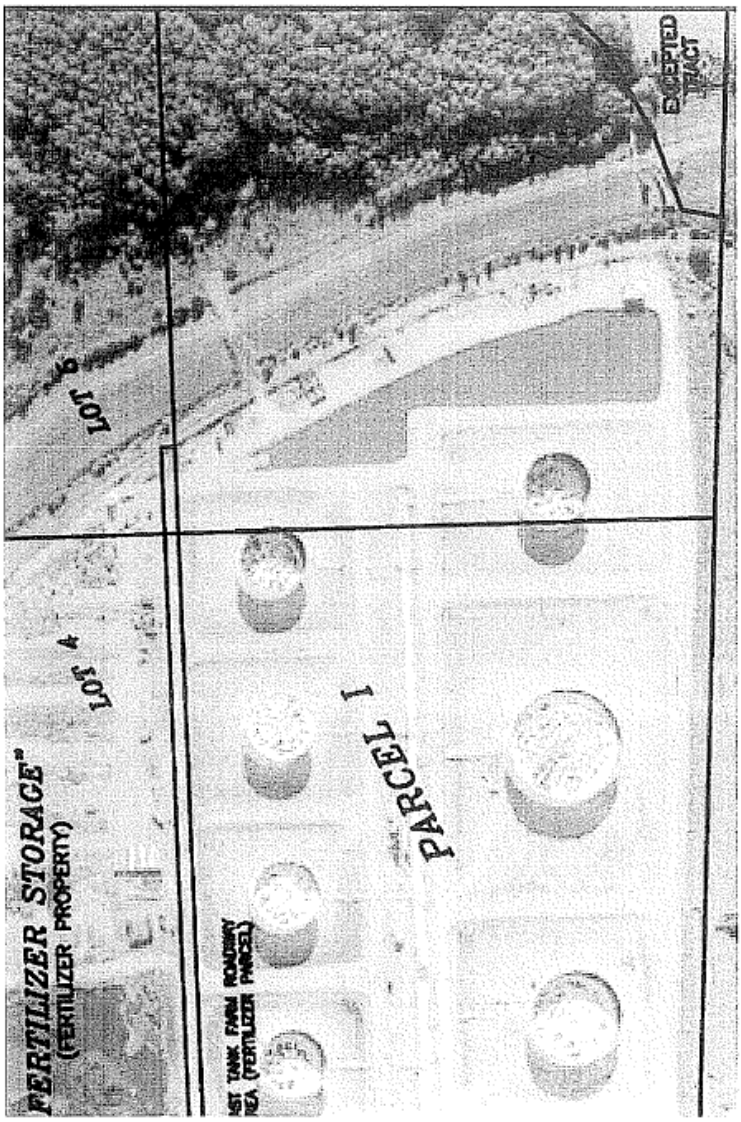

SUNFLOWER STREET PIPELINE CROSSING EASEMENT AREA (REFINERY PARCEL)
PIPE RACK EASEMENT AREA
"LOADING DOCK" (FERTILIZER PROPERTY)
PARKING EASEMENT
CONSTRUCTION BUFFER ZONE EASEMENT
CONE CONVEYOR BELT EASEMENT AREA
"NEW NITROGEN UNIT"
(FERTILIZER PROPERTY)

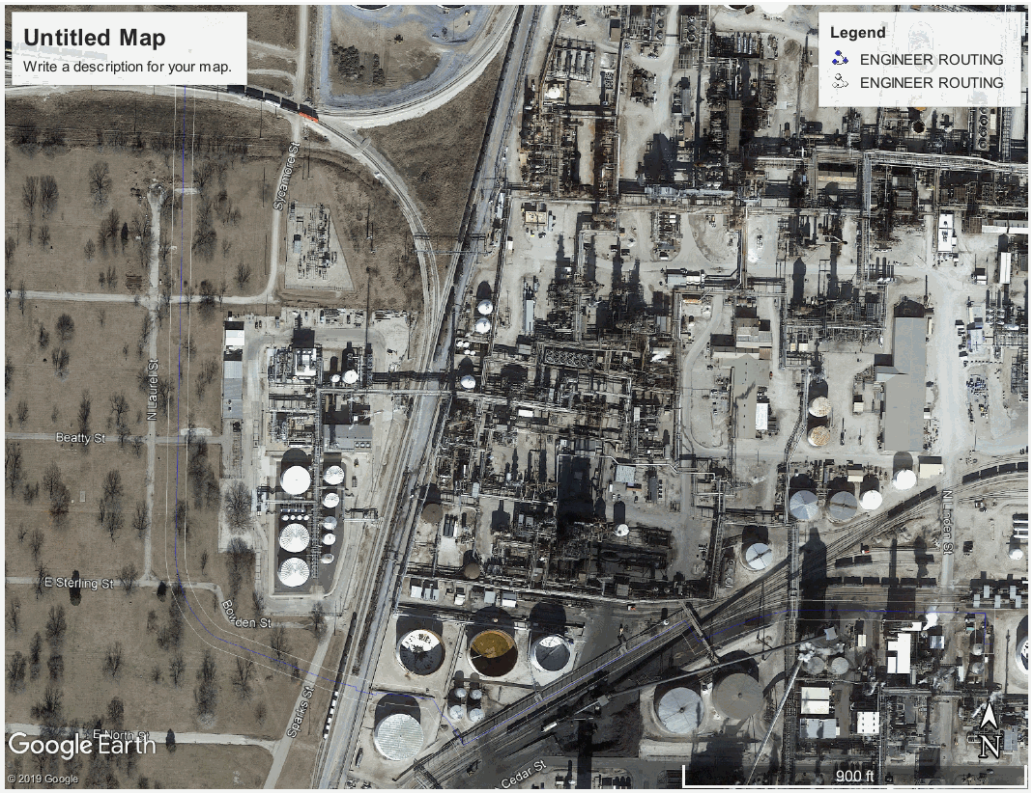

FERTILIZER STORAG
(FERTILIZER PROPERTY)
PAR
EAST TANK FARM ROADWAY AREA (FERTILIZER PARCEL)
SUNFLOWER STREET PIPELINE CROSSING EASEMENT AREA (FERTILIZER PARCEL)
EAST TANK FARM AREA (REFINERY PARCEL)
SUNFLOWER STREET PIPELINE CROSSING EASEMENT AREA (REFINERY PARCEL)
PIPE RACK EASEMENT AREA
"LOADING DOCK" (FERTILIZER PROPERTY)


LOT 6
LOT 5
LOT 4
LOT 3
FERTILIZER STORAGE"
(FERTILIZER PROPERTY)
PARCEL 1
ST TANK FARM ROADWAY
EA (FERTILIZER PARCEL)


" NEW NITROGEN UNIT"
(FERTILIZER PROPERTY)
CONSTRUCTION BUFFER ZONE EASEMENT
CONSTRUCTION BUFFER ZONE EASEMENT
CONSTRUCTION BUFFER ZONE EASEMENT


"FERTILIZER
(FERTILIZER
SUNFLOWER STREET PIPELINE CROSSING EASEMENT AREA (FERTILIZER PARCEL)
EAST TANK FARM AREA (FERTILIZER PARCEL)
EAST TANK FARM AREA (FERTILIZER PARCEL)
EXCEPTED TRACT
PIPE RACK EASEMENT AREA
"LOADING DOCK" (FERTILIZER PROPERTY)
PARKING EASEMENT


EXCEPTED TRACT
LOT 6
LOT 4
PARCEL 1
FERTILIZER STORAGE"
(FERTILIZER PROPERTY)


Untitled Map
Write a description for your map.
Legend
ENGINEER ROUTING
ENGINEER ROUTING
Spangler St
N Laurel St
Beatty St
E Sterling St
Borden St
Sparks St
E North St
Cedar St
N Ivory St
Google Earth
© 2019 Google
900 ft
N

ANNEX D

Legal Description of Shared Pipeline Easement Area

TRACT I

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.

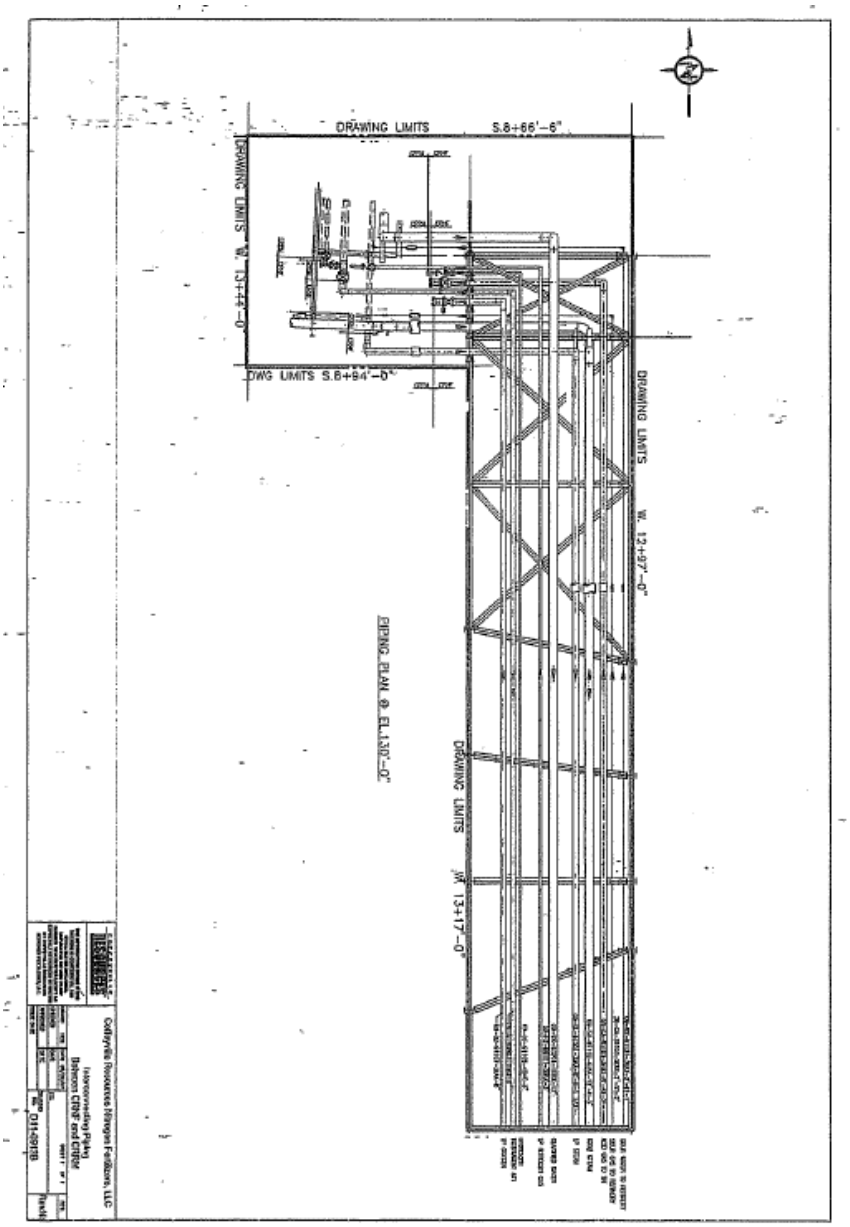
TRACT II (THE UAN PIPELINE EASEMENT)

A PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 25 AND IN A PART OF THE NORTH HALF (N/2) OF SECTION 36, ALL IN TOWNSHIP 34 SOUTH, RANGE 16 EAST OF THE 6TH P.M., MONTGOMERY COUNTY, KANSAS, THE CENTERLINE OF SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID N/2 OF SECTION 36; THENCE S00°00'00"E ALONG THE EAST LINE OF SAID N/2 OF SECTION 36 A DISTANCE OF 1182.47 FEET; THENCE LEAVING SAID EAST LINE, N90°00'00"W A DISTANCE OF 781.33 FEET TO THE TRUE POINT OF BEGINNING OF SAID CENTERLINE; THENCE CONTINUING N90°00'00"W A DISTANCE OF 20.86 FEET; THENCE N00°00'00"W A DISTANCE OF 80.46 FEET; THENCE N90°00'00"W A DISTANCE OF 491.71 FEET; THENCE S84°14'34"W A DISTANCE OF 27.29 FEET; THENCE S75°10'27"W A DISTANCE OF 51.13 FEET; THENCE S72°42'41"W A DISTANCE OF 36.25 FEET; THENCE S70°02'53"W A DISTANCE OF 58.25 FEET; THENCE S66°23'00"W A DISTANCE OF 71.76 FEET; THENCE S61°23'12"W A DISTANCE OF 29.96 FEET; THENCE N33°21'36"W A DISTANCE OF 66.37 FEET; THENCE S59°38'13"W A DISTANCE OF 662.46 FEET; THENCE N31°46'26"W A DISTANCE OF 27.00 FEET; THENCE N36°13'25"W A DISTANCE OF 62.05 FEET; THENCE N76°17'17"W A DISTANCE OF 6.80 FEET; THENCE N31°27'21"W A DISTANCE OF 50.25 FEET; THENCE N83°45'09"W A DISTANCE OF 148.82 FEET; THENCE S06°14'51"W A DISTANCE OF 7.07 FEET; THENCE N76°25'28"W A DISTANCE OF 54.39 FEET; THENCE N13°34'32"E A DISTANCE OF 7.01 FEET; THENCE N76°24'59"W A DISTANCE OF 79.72 FEET; THENCE N70°38'33"W A DISTANCE OF 294.91 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET, A CHORD WHICH BEARS N57°51'45"W, A CHORD LENGTH OF 44.24 FEET AND AN ARC LENGTH OF 44.61 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 300.00 FEET, A CHORD WHICH BEARS N22°32'30"W, A CHORD LENGTH OF 230.01 FEET AND AN ARC LENGTH OF 236.05 FEET; THENCE N00°00'00"W A DISTANCE OF 1266.86 FEET; THENCE N83°36'17"W A DISTANCE OF 433.11 FEET TO THE TERMINUS OF SAID CENTERLINE.

THE EASEMENT ON TRACT II OF THE SHARED PIPELINE EASEMENT AREA BEING 50 FEET IN WIDTH, 25 FEET ON EITHER SIDE OF THE CENTERLINE DESCRIBED ABOVE.

ANNEX E

Interconnect Points Drawing



ANNEX 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.

ANNEX 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.

ANNEX 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.

ANNEX 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.

ANNEX 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.

ANNEX 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.

ANNEX 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.

ANNEX 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.

ANNEX N

Legal Description of CRNF 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.

ANNEX 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.

ANNEX 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.

ANNEX Q

Legal Description of Refinery Shared Parking Area

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

ANNEX R

Legal Description of Construction Buffer Zone Easement Area

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 9 THROUGH 16 INCLUSIVE, BLOCK 16, COFFEYVILLE HEIGHTS ADDITION TO THE CITY OF COFFEYVILLE, MONTGOMERY COUNTY, KANSAS.

EXHIBIT B

HYDROGEN PURCHASE AND SALE

CRRM wishes to sell and CRNF wishes to purchase a fixed volume of Hydrogen per month that is produced by the Refinery.

CRRM has been delivering and CRNF has been purchasing Hydrogen from the Refinery since November 1, 2016.

1. **DEFINITIONS**. The following terms have the meanings set forth below for purposes of this Exhibit B:

"***Capital Costs***" or "***CC***" has the meaning given such term in Annex B to this Exhibit B.

"***Committed Volume***" means the minimum monthly volume of Hydrogen set forth in Annex B to this Exhibit B that CRRM is required to deliver and sell to CRNF and CRNF is required to receive and purchase from CRRM unless otherwise detailed in this Exhibit B.

"***Excess Volume***" means monthly volume of Hydrogen in excess of the Committed Volume that CRNF purchases from CRRM, up to the maximum set forth in Annex B to this Exhibit B.

"***Fixed Costs***" or "***FC***" has the meaning given such term in Annex B to this Exhibit B.

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

"***Hydrogen Delivery Points***" means the points at which the Hydrogen is transferred from CRRM to CRNF and as shown on Plot Plan A and Drawing D11-0913B constituting a part of Annex A to this Exhibit B.

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

"***mscfd***" means one thousand scf per day.

"***Month***" or "***Monthly***" means a calendar month.

"***Monthly Adjusted Fixed Fee***" means the fee as detailed in Annex B to this Exhibit B.

"***Monthly Excess Fee***" means the fee as detailed in Annex B to this Exhibit B.

"***Monthly Fee***" means the fee as detailed in Annex B to this Exhibit B.

"***Monthly Fixed Fee***" means the fee as detailed in Annex B to this Exhibit B.

"***Monthly Variable Fee***" means the fee as detailed in Annex B to this Exhibit B.

"***Natural Gas Price***" or "***NGP***" means the price as detailed in Annex B to this Exhibit B.

"***Other Variable Costs***" or "***OVC***" means all the variable costs detailed in Annex B to this Exhibit B.

"***RCV***" means the actual total monthly volume of Hydrogen, up to the Committed Volume, received by CRNF from CRRM.

"***REV***" means the actual total monthly Excess Volume received by CRNF from CRRM.

"***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.

2. SALE AND PURCHASE OF HYDROGEN.

(a) Sale and Purchase of Hydrogen.

(i) Committed Volume: CRRM agrees to sell and deliver the Committed Volume to CRNF and CRNF agrees to purchase and receive the Committed Volume during the Term. The intent of the Parties is that CRNF will receive 3,000 mscfd of Hydrogen, ratably, from CRRM.

(A) In the event CRNF fails to take delivery of the full Committed Volume, CRNF remains obligated to pay CRRM for the Monthly Fixed Fee and the Monthly Variable Fee (related to the RCV) for the applicable Month.

(B) In the event CRRM fails to deliver any portion of the Committed Volume for the applicable Month (subject to Section 4.2(a) and Section 5 of this Exhibit B), CRNF will be entitled to a pro-rata reduction of the Monthly Fixed Fee equal to the portion of the Committed Volume that CRRM fails to deliver and will only be required to pay the Monthly Adjusted Fixed Fee and the Monthly Variable Fee (related to RCV).

(ii) Excess Volume: CRNF is hereby granted the option to purchase the Excess Volume from CRRM, if available for purchase.

(A) By the 20th day of each Month, the CRNF Representative will provide to the CRRM Representative a forecast of the amount of Excess Volume CRNF wishes to purchase and receive for the subsequent Month.

(B) If CRRM can provide the Excess Volume as detailed in the forecast, then the forecast will be considered a final nomination by CRNF for the applicable Month.

(C) If CRRM cannot provide the Excess Volume as detailed in the forecast, then the Representatives will work to adjust the Excess Volume forecast numbers for the applicable Month and agree to the final nomination volume by CRNF for the applicable Month.

(D) If any portion of Excess Volume is anticipated to change during the course of the applicable Month after the nomination has been finalized (subject to Sections 2.2 and 4.2(a) and Section 5 of this Exhibit B), the Parties will provide notice to the other as soon as reasonably possible (and in any event within 24 hours) in the event of such changes and the nomination will be adjusted accordingly without penalty to either Party.

(iii) Monthly Fee: CRNF agrees to pay a Monthly Fee to CRRM for the Committed Volume and Excess Volume as detailed in Annex B to this Exhibit B. Except as otherwise provided in this Exhibit B, CRNF agrees to pay the Monthly Fixed Fee to CRRM, regardless of whether CRNF receives any Committed Volume for the applicable Month.

(b) Exceptions.

(i) CRRM will not be obligated to provide any Excess Volume to CRNF if such Hydrogen is required, as determined in a commercially reasonable manner by CRRM based on its then current or anticipated operation requirements, for the operation of the Refinery.

(ii) CRRM will not be obligated to provide any Hydrogen to CRNF if CRRM or the board of directors of the general partner of CVR Refining, LP (the sole member of CVR Refining, LLC, the sole member of CRRM) determines, in each case in their sole discretion, that such sale of Hydrogen would adversely affect the classification of CVR Refining, LP as a partnership for federal income tax purposes. The Parties agree they will continue to be bound by Section 2.1(a) of this Exhibit B in the event CRRM fails to deliver any portion of the Committed Volume pursuant to this Section 2.2(b) of this Exhibit B.

3. TERMINATION.

(a) Termination. This Exhibit B may be terminated as follows:

(i) by one Party (the "***Non-Breaching 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***" occurs when both of the following exist: (i) a breach of this Exhibit B by the Breaching Party has not been cured by such Breaching Party within 30 days after receipt of written notice thereof from the Non-Breaching Party or, in the case of a breach that is not reasonably feasible to effect a cure within said 30-day period, within 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 Non-Breaching Party;

(ii) by CRRM if it is unable to provide CRNF with the Committed Volume pursuant to Section 2.2.b of this Exhibit B; provided, notice of such termination must be provided as soon as reasonably practicable;

(iii) by CRRM effective as of the permanent termination of substantially all of the operations at the Refinery (with no intent by CRRM or its successor to recommence operations at the Refinery); provided, however, that notice of such permanent termination of operations must be provided by CRRM to CRNF at least 12 months prior to such permanent termination;

(iv) by CRNF effective as of the permanent termination of substantially all of the fertilizer production operations at the Fertilizer Plant (with no intent by CRNF or its successor to recommence operations at the Fertilizer Plant); provided, however, that notice of such permanent termination of operations must be provided by CRNF to CRRM at least 12 months prior to such permanent termination; or

(v) by one Party upon notice to the other Party following (A) the appointment of a receiver for such other Party or any part of its property, (B) a general assignment by such other Party for the benefit of creditors of such other Party, or (C) 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 will not constitute a termination event under this Agreement until the same has remained in effect for 60 days.

(b) Effects of Expiration or Termination. CRRM and CRNF agree that upon and after expiration or termination of this Exhibit B:

(i) CRNF will remain obligated to make any payment due to CRRM hereunder for the Monthly Fee up to the date of expiration or termination.

(ii) CRRM will remain obligated to sell and delivery Hydrogen to CRNF up to the date of expiration or termination.

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

(iv) The Parties' rights and obligations under Sections 4(a) and 4(d) of this Exhibit B will survive the expiration or termination of this Agreement.

4. OPERATION OF FERTILIZER PLANT AND REFINERY.

(a) Cooperation. CRRM and CRNF will 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 4.1 requires the expenditure of any monies other than may otherwise be required elsewhere in this Exhibit B.

(b) Suspension of Hydrogen.

(i) Temporary Suspension of Hydrogen for Planned Repairs/Maintenance. Delivery of Hydrogen by CRRM may be temporarily suspended by either Party during and for such periods of time as are necessary to carry out scheduled maintenance or scheduled necessary repairs or improvements to the Refinery or Fertilizer Plant (which include each Party's planned turnaround schedule), as the case may be (each, a "***Temporary Service Suspension***"). In connection with any such Temporary Service Suspension, CRRM or CRNF (as applicable) may elect to reduce, interrupt, allocate, alter or change the sale or purchase of the Committed Volume that is required hereunder, provided that the applicable Party will deliver reasonable advance 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 Hydrogen delivery and acceptance as a result of the Temporary Service Suspension. Upon the occurrence and during the continuation of Temporary Service Suspension, the Parties will cooperate to attempt to arrange for Hydrogen to be furnished to the other Party or to minimize or reduce the effect of such Temporary Service Suspension on the applicable Party's operations. In the event of a Temporary Service Suspension, Fertilizer Plant will continue to be bound to Section 2.1(c) of this Exhibit B.

(ii) Unscheduled Emergency Repairs or Maintenance. The Parties will provide notice to the other as soon as reasonably possible (and in any event within 24 hours) in the event of any emergency repair or unplanned required maintenance that is affecting or will affect the delivery of Hydrogen under this Exhibit B (each, an "***Unplanned Temporary Service Suspension***"). Each Party will use commercially reasonable efforts to complete any such emergency repairs in a timely manner and to resume the delivery of Hydrogen as soon as practicable. The Parties agree they will continue to be bound by Section 2.1(a) of this Exhibit B in the event of an Unplanned Temporary Service Suspension.

(c) Priority Supply. CRNF will have priority over third parties with respect to any Hydrogen to be made available by CRRM under this Agreement, provided that, to the extent that purchase of Hydrogen is discretionary on the part of CRNF and CRNF has not purchased from CRRM the quantity of the Hydrogen that is presently available from CRRM, then CRRM may offer and sell such available Hydrogen to a third party so long as CRRM first gives to CRNF written notice of such prospective offer and sale and the option to purchase such Hydrogen on the terms provided in this Exhibit B with respect to such available Hydrogen, provided that CRNF exercises such option by written notice to CRRM within five days following the date CRRM gives its written notice to CRNF with respect to the available Hydrogen.

(d) Audit and Inspection Rights. Each of CRRM and CRNF (the "***Requesting Party***") have the right, upon reasonable written notice to the other Party (the "***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 Hydrogen provided for under this Exhibit B, solely for the purpose of confirming the measurement or pricing of, or tolerances or specifications of, Hydrogen, confirming compliance and performance by the Other Party, or exercising any rights of the Requesting Party, under this Exhibit B.

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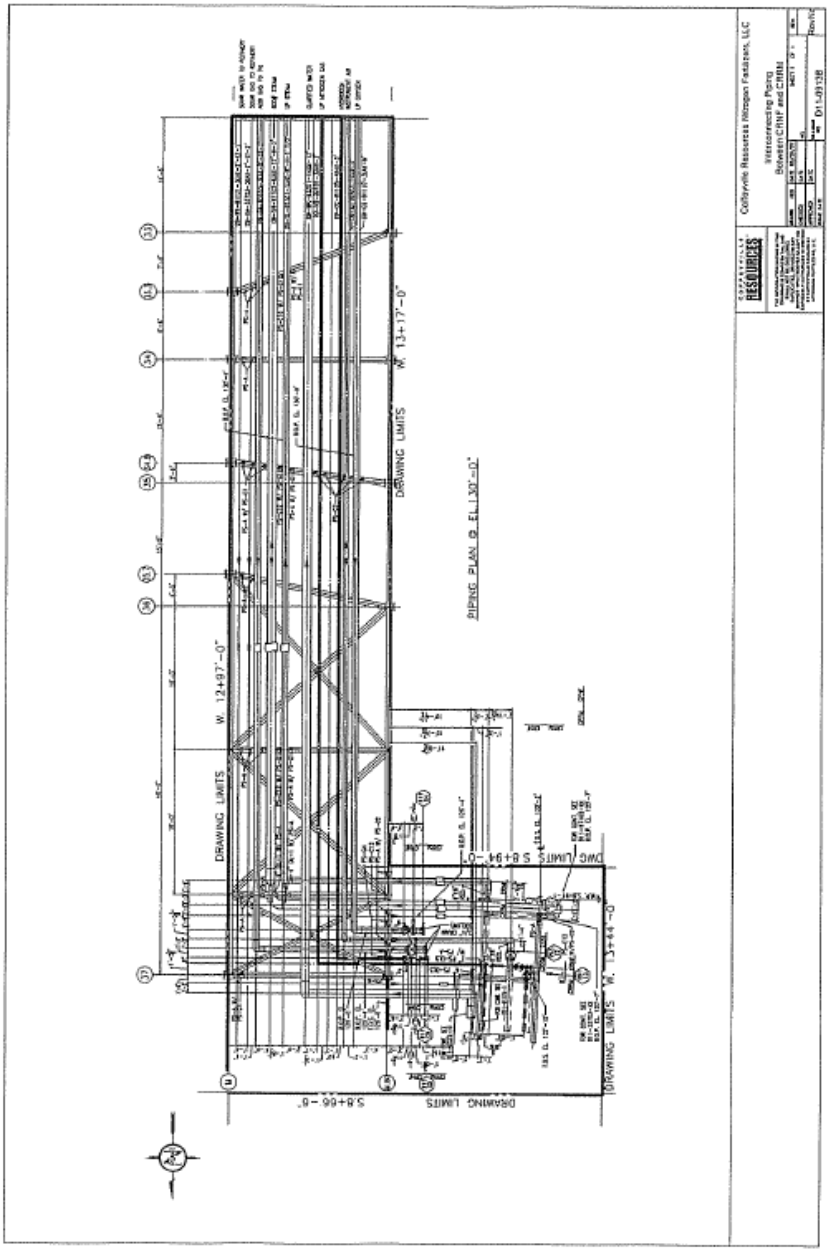
ANNEX A

Facilities Description

1. The Fertilizer Plant is shown on Plot Plan A attached hereto.
2. The Hydrogen Delivery Points are shown on Plot Plan A and Drawing D11-0913B attached hereto.
3. The Refinery is shown on Plot Plan A attached hereto.
4. The Hydrogen Plan is shown on Plot Plan A attached hereto.

Plot Plan A

Drawing D11-0913B



ANNEX B

Analysis, Specifications and Pricing for Hydrogen

Hydrogen	
- Gaseous	
- Purity	not less than 99.9 mol.%
- Flow	
- Pressure	450 psig ± 30 psi
- Carbon Monoxide	less than 10 ppm
- Carbon Dioxide	less than 10 ppm
- Committed Volume	90,000 mscf of Hydrogen per Month with the intent of providing 3,000 mscfd, ratably, to CRNF
- Excess Volume	Up to 60,000 mscf of Hydrogen per Month, or more upon mutual agreement of the Parties, with the intent of providing up to an additional 2,000 mscfd to CRNF.
- Monthly Fee	CRNF will pay CRRM a Monthly Fee equal to the sum of the: • Monthly Fixed Fee, plus • Monthly Variable Fee, plus • Monthly Excess Fee.
- Monthly Fixed Fee	The Monthly Fixed Fee is equal to all Fixed Costs and Capital Costs associated with producing 90,000 mscf of Hydrogen per Month (see the formula below). The initial Monthly Fixed Fee is $185,400. **Monthly Fixed Fee = (FC + CC) * 90,000 mscf per Month** ***Monthly Fixed Fee ($185,400.00)*** *= (Fixed Costs plus Capital Costs for Committed Volume (initially $2.060/mscf Hydrogen)) * Committed Volume (90,000 mscf of Hydrogen per Month)* The Parties agree that after the Initial Term and during any Renewal Term, the Monthly Fixed Fee will be reduced to $56,250.00 which equals the Fixed Costs associated with producing 90,000 mscf of Hydrogen per Month (see the formula below). **Monthly Fixed Fee = FC * 90,000 mscf per Month** ***Monthly Fixed Fee ($56,250.00)*** *= Fixed Costs for Committed Volume (initially $0.625/mscf Hydrogen) * Committed Volume (90,000 mscf per Month)*
- Fixed Costs or FC	The fixed costs of producing one mscf of Hydrogen, which initially shall be $0.625 / mscf of Hydrogen
- Capital Costs or CC	The capital costs of producing one mscf of Hydrogen, which initially shall be $1.435 / mscf of Hydrogen

- Monthly Variable Fee	The Monthly Variable Fee is equal to the RCV multiplied by the sum of (a) 52% of the Natural Gas Price plus (b) Other Variable Costs per mscf (see the formula below). [Note: 52% is used based upon the estimate of 11,180 mscfd of natural gas needed (for feed and furnace) to produce 21,500 mscfd of Hydrogen.] **Monthly Variable Fee = RCV * [(NGP * .52) + OVC]** Therefore, if CRNF received the entire Committed Volume and the Natural Gas Price was $3.00, the Monthly Variable Fee would be $100,800. ***Monthly Variable Fee ($100,800)*** *= RCV (90,000 mscf per Month) * [(NGP*.52) + OVC] [($3.00*.52) - $0.44]*
- Monthly Excess Fee	The Monthly Excess Fee is equal to the REV multiplied by the sum of (a) 52% of the Natural Gas Price plus (b) Other Variable Costs and (c) Fixed Costs per mscf (see the formula below). **Monthly Excess Fee = REV * [(NGP * .52) + OVC + FC]** Therefore, if CRNF received the maximum Excess Volume and the Natural Gas Price was $3.00, the Monthly Excess Fee would be $104,700. ***Monthly Excess Fee ($104,700)*** *= REV (60,000 mscf per Month) * [(NGP*.52) + OVC+FC] [($3.00*.52) - $0.44 + $0.625]*
- Monthly Adjusted Fixed Fee	The Monthly Adjusted Fixed Fee is equal to the Monthly Fixed Fee multiplied by a fraction, the numerator of which is the RCV for the applicable Month and the denominator of which is the Committed Volume. **Monthly Adjusted Fixed Fee = Monthly Fixed Fee * (RCV/Committed Volume)** Example 1: If the CCR is down in the Refinery for 20 days and for the remaining 10 days of the applicable Month, CRNF receives a total of 50,000 mscf of Hydrogen for the applicable Month, CRNF pays a Monthly Adjusted Fix Fee of $103,000. **Monthly Adjusted Fixed Fee = 185,400 * (50,000 mscf/90,000 mscf) = $103,000** Example 2: If the CCR is down in the Refinery for 10 days in the applicable Month and for the remaining 20 days of the applicable Month, CRNF receives a total of 100,000 mscf of Hydrogen for the applicable Month, then CRNF will not receive a pro-rata reduction and be required to pay the full Monthly Fixed Fee and Monthly Variable Fee and Monthly Excess Fee.
- Natural Gas Price or NGP	Natural gas measured at a per mmbtu rate based on the price for natural gas actually paid by CRRM for the month preceding the sale.
- Other Variable Costs or OVC	#VALUE!

- Escalation	The Fixed Costs set forth in this Annex B are subject to change annually commencing on January 1, 2021 and on each January 1 thereafter. The Fixed Costs will be adjusted using the Bureau of Labor Statistics ("***BLS***") Employment Costs Index Average for Private Industry Workers (all workers) published in December of the previous year. For example, if the Fixed Costs for 2020 are $.0625 and the BLS index published for December 2019 is 2.0% (not a real value), the 2021 Fixed Costs would be calculated as follows: ***2021 FC = 2020 FC + 2020 FC*(2019 BLS Index published in December 2019)*** ***2018 FC = .0625 + .0625*2% = .06375***
- Flow measurement	All Hydrogen flows will be measured by a standard sharp edge orifice plate and differential pressure transmitter located at the Fertilizer Plant. The measured flow will be pressure and temperature compensated and totalized by Fertilizer Plant's Honeywell process control computer (TDC 3000) or any replacement computer. All transmitter signals and computer calculations are available to CRRM through the existing communications bus for verification. Calibration of the transmitter will be done at least annually and may be done more frequently at CRRM's request.

EXHIBIT C

RAW WATER AND FACILITIES SHARING

CRRM and CRNF are each owners of an undivided one-half interest in and to the following water rights (collectively, the "***Water Rights***"):

1. Kansas Vested Right File No. MG011, which authorizes the diversion of surface water from the Verdigris River at the rate and quantity set forth in such File No;

2. Kansas Approved Application for Permit to Appropriate Water, Application No. 43,782 with a priority date of May 14, 1999; and

3. Contract for Industrial Water Supply, Water Purchase Contract No. 99-5 dated December 3, 1999, originally between Farmland and the Kansas Water Office and subsequently assigned by Farmland on March 3, 2004 jointly to CRRM and CRNF (the "***Water Contract***").

CRRM owns and operates certain equipment used to withdraw and transport raw water from the Verdigris River pursuant to the Water Rights, including the River Intake Structure, the River Water Pumps and the Y Intersection, and other raw water meters, piping and related facilities shown in the diagram set forth in Annex A to this Exhibit C (collectively the "***Water Facilities***").

CRRM and CRNF desire to share the benefits and the costs of the Water Rights and Water Facilities as set forth in this Exhibit C.

1. DEFINITIONS. The following terms have the meanings set forth below for purposes of this Exhibit C:

"***Available Raw Water***" has the meaning given such term in Section 3(c) to this Exhibit C.

"***Calendar Month Percentage***" has the meaning given such term in Section 3(b) to this Exhibit C.

"***Calendar Year Percentage***" has the meaning given such term in Section 3(b) to this Exhibit C.

"***Electricity Estimate***" has the meaning given such term in Section 3(e)(ii) to this Exhibit C.

"***New Water Facilities***" has the meaning given such term in Section 4(c) to this Exhibit C.

"***Non-Terminating Party***" has the meaning given such term in Section 4 to this Exhibit C.

"***Raw Water***" means water withdrawn from the Verdigris River pursuant to the Water Rights.

"***Raw Water Insufficiency***" has the meaning given such term in Section 3(c) to this Exhibit C.

"***River Intake Structure***" means the structure (including the diversion damn) in the Verdigris River upon which the River Water Pumps are situated, including any additions or other modifications made thereto from time to time.

"***River Water Pumps***" means the three river water pumps situated on the River Intake Structure and which are used to withdraw water from the Verdigris River and pump it into the Y Intersection, including any additions or other modifications made thereto from time to time.

"***Terminating Party***" has the meaning given such term in Section 4 to this Exhibit C.

"***Termination Date***" has the meaning given such term in Section 4 to this Exhibit C.

"***Water Contract***" has the meaning given such term in the Recitals to this Exhibit C.

"***Water Facilities***" has the meaning given such term in the Recitals to this Exhibit C, and includes any additions or other modifications made thereto from time to time.

"***Water Management Team***" has the meaning given such term in Section 2 to this Exhibit C.

"***Water Rights***" has the meaning given such term in the Recitals to this Exhibit C.

"***Y Intersection***" means that portion of the Raw Water piping near the River Water Pumps, as shown in the diagram set forth in Annex A to this Exhibit C, where the water piping splits, with one pipe leading to the Fertilizer Plant and the other pipe leading to the Refinery, including any additions or other modifications made thereto from time to time.

2. COMPANY REPRESENTATIVE. CRNF and CRRM hereby respectively designate the CRRM Representative and the CRNF Representative for purposes of making determinations on behalf of CRRM and CRNF, respectively, relating to the management, supervision and control of the Water Facilities and the Water Rights. The CRRM Representative and the CRNF Representative shall constitute the "***Water Management Team***".

3. RAW WATER AND FACILITIES SHARING.

(a) Operational Responsibility. CRRM shall have day-to-day operational responsibility for the Water Facilities and the Water Rights but shall conduct such operations at the direction of the Water Management Team. The Water Management Team shall meet on a regular basis and at any time a Representative reasonably requests a meeting to implement the provisions of this Exhibit C and/or to ensure compliance by the Water Facilities with applicable laws and regulations.

(b) Measurements of Usage. The total amount of Raw Water withdrawn from the Verdigris River will be measured by a meter included as a part of the Water Facilities, and the total amount of such Raw Water supplied by the Water Facilities to the Fertilizer Plant and the Refinery, respectively, will be measured by meters on the pipes that transport the Raw Water from the Water Facilities to the Fertilizer Plant and the Refinery. Readings from such meters will be communicated to each Party electronically. For purposes of this Exhibit C, Raw Water will be deemed used by a Party based upon the supply of Raw Water as measured by such meters. A percentage of usage of Raw Water supplied by the Water Facilities to the Fertilizer Plant and the Refinery will be determined for each calendar month (a "***Calendar Month Percentage***") and for each calendar year (a "***Calendar Year Percentage***"), which percentages will be determined for each applicable period by dividing the amount of Raw Water supplied to a Party during such period by the total Raw Water quantity withdrawn from the Verdigris River by the Water Facilities during such period. In the event that a Party had any complete (or substantially complete) operational outage due to a planned turnaround, mechanical difficulties, or for any other reason, during any period included for purposes of computing a Calendar Month Percentage or a Calendar Year Percentage for such Party, then, notwithstanding such outage, such Party shall be deemed to have used the same amount of Raw Water during each calendar month in which such outage occurs as the Party used during the most recent full calendar month ending prior to the commencement of such outage, prorated for any partial calendar month of outage.

(c) Allocating Water. The Fertilizer Plant and the Refinery will each be entitled to receive sufficient amounts of Raw Water each day to enable the Fertilizer Plant and the Refinery to conduct their operations at the operational levels determined to be appropriate by CRNF and CRRM, respectively. Each Representative shall advise the other Representative, and the CRRM personnel operating the Water Facilities, of the amount of Raw Water required by its respective company for its operational level. If the amount of Raw Water that the Water Facilities are capable of providing ("***Available Raw Water***") is insufficient at any time to provide the aggregate amount of Raw Water required to operate the Fertilizer Plant and the Refinery at their respective operational levels ("***Raw Water Insufficiency***"), then the Available Raw Water shall be allocated between the Fertilizer Plant and the Refinery on a prorated basis, which prorated basis shall be determined by reference to the average of the Calendar Year Percentages for the Fertilizer Plant and the Refinery, respectively, for the two full calendar year periods most recently ending prior to the date of the applicable Raw Water Insufficiency. CRNF and CRRM shall reasonably cooperate in good faith to obtain sufficient Raw Water for their respective operational levels, including (without limitation) enforcement of all rights which may exist under the Water Rights.

(d) Modifications to Facilities and Amendments to Contracts. No material modification or alterations to, or replacements of, the Water Facilities or their operations and no amendments or supplements to, or waivers of enforcement of, the provisions of the Water Rights shall be made without the written consent of each Party, which consent shall not be unreasonably withheld or delayed.

(e) Allocation of Costs.

(i) CRNF and CRRM shall each pay their prorated share of all costs related to the operation, maintenance, repair, modification, alteration, or replacement of the Water Facilities and administration of the Water Rights, which costs shall include the cost of labor, materials and other costs reasonably allocable to the operation, maintenance, repair or replacement of the Water Facilities, and any charges pursuant to the Water Contract, except that payment of the cost of electricity shall be made as provided in Section 3(e)(ii) of this Exhibit C. Each Party's prorated share of such costs shall be determined by reference to such Party's Calendar Year Percentage for the calendar year in which such costs are incurred. CRRM shall determine each Party's prorated share of costs and invoice CRNF for CRNF's prorated share of such costs in accordance with Section 4 of the Agreement. Notwithstanding the foregoing and subject to Section 3(d) of this Exhibit C, in the event that any operation, maintenance, repair, modification, alteration, or replacement of any of the Water Facilities is required solely by reason of the requirements of one Party's operations, obligations to third parties, or mandates of any governmental authority, or is caused by any acts or omissions of such Party or anyone acting for or on behalf of such Party, then such Party shall bear all costs related to such operation, maintenance, repair, modification, alteration, or replacement. Notwithstanding any payment of costs by CRNF under this Section 3(e)(i), the Water Facilities shall remain the property of CRRM, except as otherwise provided in Section 4 of this Exhibit C.

(ii) CRNF shall reimburse CRRM for electricity required to operate the River Water Pumps. Such reimbursement shall be determined on a monthly basis as follows: (A) an estimate (the "***Electricity Estimate***") will be made of the amount of electricity used by the River Water Pumps for each calendar month based on the horsepower of the pumps; (B) the Fertilizer Plant's Calendar Month Percentage for such calendar month will be multiplied by the Electricity Estimate in order to determine the number of kilowatt hours of electricity to be allocated to the Fertilizer Plant; and (C) the number of kilowatt hours will be multiplied by the rate per kilowatt hour the Refinery pays for electricity. CRRM invoice CRNF in accordance with Section 4 of the Agreement.

4. TERMINATION. This Exhibit C may be terminated as follows:

(a) either Party (the "***Terminating Party***") may elect to terminate the sharing of the Water Facilities and Water Rights upon the separation of the Water Facilities and the Water Rights into two independent sets of facilities and contractual arrangements for the benefit of CRNF and CRRM, which termination of sharing shall be effective as of the termination date (the "***Termination Date***") specified in a written notice of such election by the Terminating Party to the other Party (the "***Non-Terminating Party***"), provided that such notice shall be given at least three years prior to the specified Termination Date. In the event a Terminating Party gives such a notice of termination to a Non-Terminating Party, the Parties shall proceed in good faith to do the following prior to the Termination Date:

(i) The Parties will allocate and divide the Water Rights on a commercially reasonable basis consistent with and in proportion to the average of the Calendar Year Percentages for the Fertilizer Plant and the Refinery for the two full calendar year periods most recently ending prior to the Termination Date.

(ii) CRRM will grant CRNF such easements and access over the Refinery premises as CRNF may reasonably require in order to establish separate usage of the Water Rights as determined pursuant to Section 4(a) of this Exhibit C, including easements and access over Refinery premises to the Verdigris River for the creation, operation, maintenance, repair and replacement, as reasonably necessary, of a separate Raw Water intake and distribution system for the Fertilizer Plant, provided that no such easements or access over the Refinery premises shall have a material adverse effect on the CRRM'S business or operations at the Refinery.

(iii) In the event that CRNF is the Terminating Party, CRNF shall at its cost and expense purchase and install the additional pumps, piping, and other equipment and structures (collectively, "***New Water Facilities***") necessary for CRNF to have a separate Raw Water intake and distribution system for the Fertilizer Plant. In the event that CRRM is the Terminating Party, CRNF shall have the option, exercisable upon written notice to CRRM at least 30 months prior to the Termination Date, to either (A) purchase and install at its cost and expense New Water Facilities necessary for CRNF to have a separate Raw Water intake and distribution system for the Fertilizer Plant, or (B) require CRRM to transfer the Water Facilities to CRNF, as of the Termination Date, for use by CRNF as a separate Raw Water intake and distribution system for the Fertilizer Plant, in which event CRNF shall pay to CRRM an amount equal to the depreciated value of the Water Facilities at and as of the date of transfer, as determined from the books and records of CRRM, and CRRM shall purchase and install at its cost and expense New Water Facilities necessary for CRRM to have a separate Raw Water intake and distribution system for the Refinery. To the extent any costs and expenses are incurred by mutual agreement of the Parties for the mutual benefit of both the Water Facilities and the New Water Facilities, then any such costs and expenses shall be allocated as mutually agreed upon by the Parties.

(iv) CRNF and CRRM shall work with, and obtain all necessary approvals from, applicable governmental agencies and authorities to the extent required to effectuate the separation of Water Rights, installation of any New Water Facilities, and other actions as contemplated in this Section 4.

5. OPERATION OF FERTILIZER PLANT AND REFINERY.

(a) Cooperation. CRNF and CRRM each hereby agree reasonably to cooperate with the other in good faith in implementing and administering this Exhibit C. CRRM and CRNF 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 5 shall require the expenditure of any monies other than may otherwise be required elsewhere in this Exhibit C.

(b) Suspension of Supply.

(i) Temporary Suspension for Repairs/Maintenance. The supply of Raw Water by the Water Facilities may be temporarily suspended by CRRM for such periods of time as are necessary to carry out scheduled maintenance or necessary repairs or improvements to the Water Facilities. In connection with any such temporary suspension, CRRM may elect to reduce, interrupt, allocate, alter or change the supply of Raw Water required to be provided hereunder, provided that, except in the case of emergencies, CRRM shall deliver not less than 30 days prior written notice to CRNF of any planned temporary suspension, including relevant details relating to the proposed reduction, interruption, allocation, alteration or change in the supply of Raw Water as a result of such temporary suspension. Upon the occurrence and during the continuation of such a temporary suspension, the Parties shall cooperate to attempt to minimize or reduce the effect of such temporary suspension on each Party's operations.

(ii) Emergency Repairs. CRRM shall provide notice to CRNF as soon as reasonably possible (and in any event within 24 hours) in the event of any emergency repair or unplanned required maintenance that is affecting or will affect provision of the Raw Water hereunder. CRRM shall use commercially reasonable efforts to complete any such emergency repairs in a timely manner and to resume the provision of Raw Water hereunder as soon as reasonably practicable.

(iii) Operation by CRNF. In the event that the provision of Raw Water hereunder is suspended due to any inability or failure of CRRM (other than in connection with any suspensions contemplated in Section 5(b)(i) or (ii) of this Exhibit C) to provide Raw Water in accordance with the terms of this Exhibit C, then CRNF shall, during the period of such suspension, have the right to access the Water Facilities for the purpose of operating the Water Facilities in a manner consistent with the operation thereof as otherwise contemplated in this Exhibit C.

(c) Audit and Inspection Rights. Each of CRRM and CRNF (the "***Requesting Party***") have the right, upon reasonable written notice to the other Party (the "***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 Water Rights or Water Facilities solely for the purpose of confirming the measurement or pricing of, or tolerances or specifications of, any Water Rights or Water Facilities, confirming compliance and performance by the Other Party, or exercising any rights of the Requesting Party, under this Exhibit C.

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ANNEX A

Water Facilities

See below diagram of the Verdigris River, the River Intake Structure, the River Water Pumps, the Y Intersection, and other Raw Water piping and facilities included in the Water Facilities.

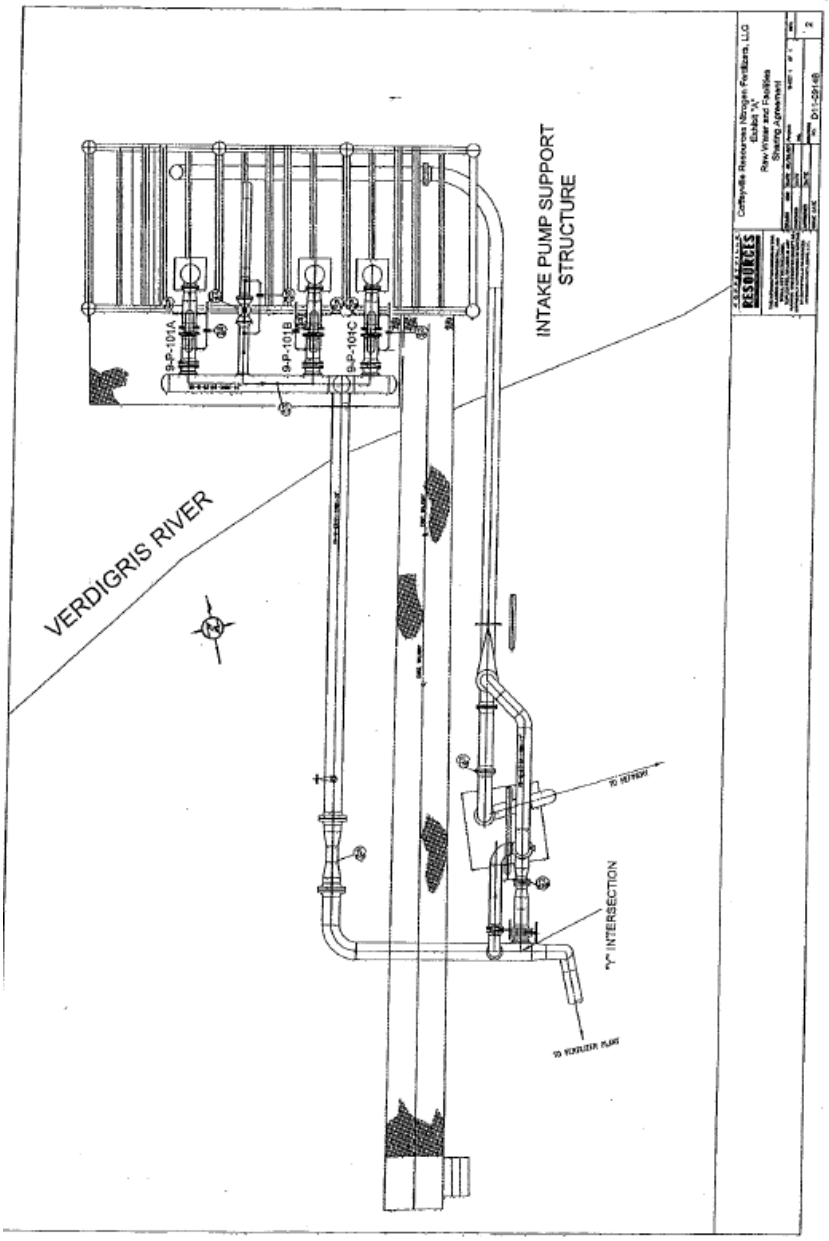

EXHIBIT D

COKE SUPPLY

CRNF and CRRM desire to provide for the provision of Coke by CRRM to CRNF, all upon the terms and subject to the conditions set forth in this Exhibit D.

1. DEFINITIONS. The following terms have the meanings set forth below for purposes of this Exhibit D:

"***Advance Sustained Off-Spec Notice***" has the meaning given such term in Section 2(d)(iii) of this Exhibit D.

"***Assurance Amount***" has the meaning given such term in Section 2(b)(iv) of this Exhibit D.

"***Assurances***" has the meaning given such term in Section 2(b)(iv) of this Exhibit D.

"***Base Monthly Amount***" has the meaning given such term in Section 2(a)(i) of this Exhibit D.

"***Breaching Party***" has the meaning given such term in Section 3(a)(i) of this Exhibit D.

"***Coke***" means petroleum coke that meets the specifications set forth on Annex A to this Exhibit D. It is agreed that "Coke" may include API sludges and other oily sludges added to the petroleum coke so long as such petroleum coke continues to meet the specifications for "Coke" set forth on Annex A to this Exhibit D.

"***Delivery Point***" has the meaning given such term in Section 2(c)(i) of this Exhibit D.

"***Event of Breach***" has the meaning given such term in Section 3(a)(i) of this Exhibit D.

"***Excess Coke***" has the meaning given such term in Section 2(a)(i) of this Exhibit D.

"***Intermediate Coke Storage Site***" means that certain intermediate coke storage site owned by CRNF located east of Sunflower Road.

"***Material Adverse Change***" has the meaning given such term in Section 2(b)(iv) of this Exhibit D.

"***Maximum Required Amount***" has the meaning given such term in Section 2(a)(i) of this Exhibit D.

"***Off-Spec Coke***" has the meaning given such term in Section 2(d)(ii) of this Exhibit D.

"***Off-Spec Costs***" has the meaning given such term in Section 2(d)(ii) of this Exhibit D.

"***Purchase Price***" has the meaning given such term in Section 2(b)(i) of this Exhibit D.

"***Sustained Off-Spec Coke***" has the meaning given such term in Section 2(d)(iii) of this Exhibit D.

"***Sustained Off-Spec Costs***" has the meaning given such term in Section 2(d)(iii) of this Exhibit D.

"***Terminating Party***" has the meaning given such term in Section 3(a)(i) of this Exhibit D.

2. COKE SUPPLY.

(a) Coke.

(i) Subject to the terms of this Exhibit D, CRRM agrees to sell and deliver to CRNF, and CRNF agrees to purchase and accept delivery of, each calendar year during the term of this Exhibit D, an amount (the "***Maximum Required Amount***") equal to the lesser of (i) 100% of the Coke produced at the Refinery during such calendar year, or (ii) 500,000 tons of Coke. In the event that CRRM produces during a calendar month a quantity of Coke that exceeds 41,667 tons of Coke ("***Base Monthly Amount***"), then CRRM may sell the excess amount of Coke ("***Excess Coke***") to any third party, provided that CRRM first gives CRNF notice of the availability of such Excess Coke and the option of CRNF to purchase all or part of such Excess Coke at the Purchase Price, which option must be exercised by CRNF's taking delivery of such Excess Coke within 10 days following the date CRRM gives notice of such Excess Coke to CRNF. Coke shall be measured as provided for in Annex B to this Exhibit D.

(ii) During the term of this Exhibit D, CRRM will (i) not less than 30 days prior to the commencement of each calendar quarter, provide CRNF with a good faith written forecast, for the 12 month period commencing on the first day of such calendar quarter, of the quantity of Coke to be produced for such 12 month period, and (ii) on or before February 1 of each calendar year, provide CRNF with a good faith written forecast for the three calendar year period commencing on the first day of the calendar year in which such forecast is provided. Such forecasts shall be part of, or consistent with, CRRM's business plan. It is understood that the forecasts provided in accordance with this Section 2(a)(ii) are solely for the purpose of facilitating scheduling and delivery of Coke and are not binding upon CRRM or CRNF. CRRM will not have any liability to CRNF arising out of or relating to such forecasts.

(b) Price, Invoices and Payment.

(i) The price for Coke purchased hereunder will be as indicated on Annex A to this Exhibit D (the "***Purchase Price***").

(ii) To the extent legally permissible, all present and future taxes imposed by any federal, state, local or foreign authority which CRRM may be required to pay or collect, upon or with reference to the sale, purchase, transportation, delivery, storage, use or consumption of Coke, including taxes upon or measured by the receipts therefrom (except net income and equity franchise taxes) will be for the account of CRNF.

(iii) CRRM will invoice CRNF, and CRNF will pay CRRM in accordance with Section 4 of the Agreement.

(iv) As soon as available, and in any event within 90 days after the end of the CRNF's fiscal year and 45 days after the end of each of the first three fiscal quarters of the CRNF's fiscal year, CRNF will provide financial statements to CRRM to support its purchase of Coke under the terms of this Exhibit D on an unsecured basis. In the event that, in CRRM's sole judgment and utilizing financial and credit metrics commonly used to analyze the CRRM's existing customer base, there is deemed to exist any material adverse change in the financial condition or liquidity of CRNF and/or in the then current ability of CRNF to discharge its existing or future payment obligations hereunder (a "***Material Adverse Change***"), CRRM will have the right, upon written notice to CRNF, to require that CRNF provide additional assurances ("***Assurances***") to CRRM as security for CRNF's obligations hereunder, which notice shall include (A) a summary of the information upon which CRRM has based its determination that such a Material Adverse Change has occurred, and (B) the dollar amount of the required Assurances (the "***Assurance Amount***"), which Assurance Amount shall not exceed the product of the following: (1) the average daily dollar value of Coke purchased by CRNF from CRRM for the 90 day period preceding the date on which CRRM gives notice to CRNF that a Material Adverse Change has occurred, multiplied by (2) 21. Unless otherwise agreed by the Parties with respect to a Material Adverse Change that is the subject of such a notice, any requirement of such Assurances with respect to such Material Adverse Change shall be satisfied only by CRNF's delivery to CRRM of Assurances in the form and nature of any of the following: (x) an irrevocable standby or documentary letter of credit, for a duration and in an amount sufficient to cover the Assurance Amount, in a format reasonably satisfactory to CRRM and issued or confirmed by a bank reasonably acceptable to CRRM; (y) a prepayment to cover the Assurance Amount; and/or (z) a surety instrument for a duration and in an amount sufficient to cover the Assurance Amount, in a format reasonably satisfactory to CRRM and issued by a financial institution or insurance company reasonably acceptable to CRRM. All bank charges relating to any letter of credit and any fees, commissions, premiums, costs and expenses incurred with respect to furnishing such Assurances will be for CRNF's account. CRNF agrees, at any time and from time to time upon the request of CRRM, to execute, deliver and acknowledge, or cause to execute, deliver and acknowledge, such further documents and instruments and do such other acts and things as CRRM may reasonably request in order to fully effect the purposes of this Section 2.2(b)(iv). If CRNF does not provide such Assurances within five days following the giving of written notice by CRRM that a Material Adverse Change has occurred and that such Assurances are required, CRRM may, in addition to any and all remedies available to CRRM hereunder or at law or in equity, require CRNF to pay for future deliveries of Coke on a cash-on-delivery basis, failing which CRRM may suspend further delivery of Coke until such Assurances are provided and terminate this Exhibit D upon 30 days prior written notice to CRNF. Notwithstanding anything to the contrary in this Exhibit D, CRNF may, within 60 days after it provides Assurances to CRRM as required hereunder, terminate this Exhibit D upon five days prior written notice to CRRM, provided that such termination shall not limit or affect the right of CRRM to draw upon the Assurances, or pursue any other remedies available hereunder, at law, or in equity, with respect to any obligations of CRNF hereunder. Any Assurances provided by CRNF shall be promptly released following such termination and satisfaction of any remaining obligations to CRRM.

(c) Delivery, Title and Risk of Loss.

(i) Delivery of Coke to CRNF will take place FOB Refinery in the eastern half of the Refinery's Coke pit (the "***Delivery Point***") and will be loaded at the Delivery Point by CRNF, at its expense, into transport trucks supplied by CRNF or its contractor. Title and risk of loss to the Coke delivered under this Exhibit D will pass from CRRM to CRNF upon loading of the Coke into such trucks at the Delivery Point. CRRM shall permit such trucks to enter upon Refinery premises as reasonably necessary to load the Coke into such trucks and related ingress and egress.

(ii) CRNF is required to take delivery of Coke and remove it from the Delivery Point on a ratable basis so that Coke inventory accumulation at the Delivery Point will not exceed 1,500 tons at any time, and so that the Delivery Point will, at least once during every calendar day, not contain any Coke (other than residual Coke fines or Coke that is at or below the water level in the Coke pit at the Delivery Point). In the event that the daily production of Coke by CRRM increases, CRNF will be required to take delivery of Coke as often as is necessary based upon the increased production by CRRM so as to continue to satisfy CRNF's obligations under the immediately preceding sentence. Notwithstanding the foregoing, CRNF shall have no obligation to take delivery of Excess Coke unless CRNF elects to purchase such Excess Coke.

(iii) If CRNF does not take delivery of the Coke in accordance with this Exhibit D, such quantities will be delivered by CRRM on CRNF's behalf to the Intermediate Coke Storage Site. CRNF will pay CRRM for all Coke delivered into the Intermediate Coke Storage Site, the Purchase Price, plus CRRM's costs of delivering the Coke. Title and risk of loss or damage to such Coke will pass to CRNF upon delivery into the Intermediate Coke Storage Site, and CRRM will invoice CRNF the Purchase Price plus the fee upon delivery into the Intermediate Coke Storage Site.

(d) Sampling, Analysis and Weighing.

(i) CRRM will sample the Coke produced by each production turn and the Coke purchased by CRNF as per its standard practice, perform chemical and physical analyses in accordance with Annex B to this Exhibit D, and either average the analyses of such samples, or composite the samples for one analysis, to determine a weekly average analysis that will be deemed to be the analysis of Coke loaded into trucks by CRNF or delivered to CRNF, as the case may be, during such week. The weekly weighted average Coke analysis will be transmitted electronically or telefaxed to such Person as CRNF may from time to time direct as soon as available, it being understood that such analysis will be available as soon as practicable, normally within 24 to 48 hours of the analyzed Coke's delivery. Such weekly average analyses will be rebuttably presumptively correct as to the quality of Coke sold hereunder; however, if CRNF should encounter material discrepancies between CRRM's weekly average analyses and CRNF's own quality analyses, CRNF and CRRM will meet to discuss the reasons for such discrepancies and any appropriate remedial action. If CRNF encounters any such material discrepancy, then CRNF will retain a sample of the Coke sampled pursuant to this Section 2(d)(i) for its own quality analysis, labeled so as to identify the truck load that was sampled. In the event that CRNF and CRRM cannot agree as to the quality of the Coke, either party may, without limitation, submit such dispute for resolution in accordance with Section 13 of the Agreement.

(ii) CRRM shall give to CRNF at least 24 hours advance notice if CRRM has actual knowledge that any petroleum coke to be made available for delivery to CRNF hereunder on a specified date will not meet the specifications for Coke set forth on Annex A to this Exhibit D ("***Off-Spec Coke***"). CRNF shall have the right to refuse delivery of such Off-Spec Coke, provided that if CRNF does accept delivery of any Off-Spec Coke, then such Off-Spec Coke accepted by CRNF shall be deemed Coke for all other purposes of this Exhibit D. In the event that CRRM gives advance notice of Off-Spec Coke to CRNF, with respect to the Coke that is available on more than 20 days in any calendar year, or Off-Spec Coke is otherwise delivered to CRNF on more than 20 days in any calendar year, and CRNF is required to incur additional capital costs to handle such Off-Spec Coke ("***Off-Spec Costs***"), then CRNF shall give written notice of such Off-Spec Costs to CRRM and CRRM shall, within 30 days thereafter, elect by written notice to CRNF to either (A) adjust the Purchase Price on a mutually agreeable commercially reasonable basis to address such additional Off-Spec Costs, or (B) share such additional Off-Spec Costs on a mutually agreeable commercially reasonable basis.

(iii) CRRM shall give to CRNF not less than three years advance written notice (the "***Advance Sustained Off-Spec Notice***") that CRRM reasonably anticipates, based upon reasonably expected expansion or revamp plans for the Refinery or reasonably expected changes in the feedstocks used in the production of Coke, that the Coke to be made available hereunder will, for a sustained period of more than seven consecutive days, have either of the following ("***Sustained Off-Spec Coke***"): (A) HGI below 30, or (B) sulfur content in excess of 5.0 wt. %. CRNF shall determine, on a commercially reasonable basis, and deliver to CRRM within 90 days following the Advance Sustained Off-Spec Notice, written notice of the additional capital costs that CRNF reasonably anticipates that it will be required to incur in order to handle such Sustained Off-Spec Coke on a commercially reasonable basis ("***Sustained Off-Spec Costs***"). Following receipt by CRRM of such notice of Sustained Off-Spec Costs, CRRM shall, within 90 days thereafter, elect by written notice to CRNF to either (x) adjust the Purchase Price on a mutually agreeable commercially reasonable basis to address such additional Sustained Off-Spec Costs, or (y) direct CRNF to invoice CRRM for the actual commercially reasonable Sustained Off-Spec Costs as and when incurred by CRNF, which invoice shall include reasonable documentation of such Sustained Off-Spec Costs as incurred.

(iv) CRNF reserves the right to perform quality analyses more often than weekly and, in the event that any such quality analyses demonstrates a material discrepancy between the analyses performed by CRRM and CRNF, such discrepancy shall be addressed as provided in Section 2(d)(i) of this Exhibit D.

(v) With respect to shipments of Coke, the quantities used for billing hereunder will be as determined in accordance with the Coke quantity measurement provision in Annex B to this Exhibit D.

(e) Terms and Conditions of Sale.

(i) In the event that any shipment of Coke does not conform to the applicable specifications, the Party discovering the nonconformity will provide prompt written notice to the other Party (and in any event, within two days after the arrival of the shipment) of the nonconformity, which notice will include copies of all analyses and other documentation describing and quantifying the nonconformity, and the Parties will promptly undertake negotiations in good faith to effectuate an appropriate disposition of the nonconforming material, which may include an equitable price adjustment. In the event that the Parties are unable to agree to an appropriate disposition of the nonconforming material within 14 days, either Party may submit such dispute for resolution in accordance with Section 13 of the Agreement.

(ii) In the event of a conflict between the terms and conditions of this Exhibit D and the terms or conditions contained in any notice, shipment, specifications, purchase order, sales order, acknowledgement or other document which may be used in connection with the transactions contemplated by this Exhibit D, the terms and conditions of this Exhibit D will supersede and govern, unless expressly waived in accordance with Section 21 of the Agreement.

(f) Warranty. Except for Off-Spec Coke identified in advance and delivered to CRNF in accordance with Section 2(d)(ii) of this Exhibit D, CRRM warrants that all Coke sold by CRRM hereunder will conform to the specifications set forth in Annex A to this Exhibit D. OTHER THAN AS AFORESAID, CRRM MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE ARE HEREBY EXPRESSLY DISCLAIMED BY CRRM AND EXCLUDED HEREUNDER.

3. **TERMINATION**. This Exhibit D may be terminated as follows:

(a) Termination. In addition to the termination provisions provided in the Agreement

(i) by one Party (the "***Non-Breaching 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***" occurs when a breach of this Exhibit B by the Breaching Party has not been cured by such Breaching Party within 10 days after receipt of written notice thereof from the Non-Breaching Party with respect to breach of any monetary payment obligation, or, in the case of a breach other than of any monetary payment obligation, within 30 days after such receipt, or, in the case of a breach that is not reasonably feasible to effect a cure within said 30-day period, within 90 days after such receipt provided that the Breaching Party diligently prosecutes the cure of such breach;

(ii) by CRRM effective as of the permanent termination of substantially all of the operations at the Refinery (with no intent by CRRM or its successor to recommence operations at the Refinery); provided, however, that notice of such permanent termination of operations shall be provided by CRRM to CRNF at least 12 months prior to such permanent termination;

(iii) by CRNF effective as of the permanent termination of substantially all of the fertilizer production operations at the Fertilizer Plant (with no intent by CRNF or its successor to recommence operations at the Fertilizer Plant); provided, however, that notice of such permanent termination of operations shall be provided by CRNF to CRRM at least 12 months prior to such permanent termination; or

(iv) by one Party upon notice to the other Party following (A) the appointment of a receiver for such other Party or any part of its property, (B) a general assignment by such other Party for the benefit of creditors of such other Party, or (C) 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 Exhibit D until the same shall have remained in effect for 60 days.

(b) Effects of Expiration or Termination. CRRM and CRNF agree that upon and after expiration or termination of this Exhibit D:

(i) CRNF will remain obligated to make any payment due to CRRM hereunder for any Coke delivered to or purchased by CRNF prior to termination.

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

(iii) The Parties' rights and obligations under Sections 2(b), 2(c), 2(e) and 2(f) of this Exhibit D, will survive the expiration or termination of this Exhibit D.

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ANNEX A

Analysis, Specifications and Pricing for Coke

- Sulfur	3.5 wt. % (dry, typical); provided, however, that the sulfur will not exceed 4.5% on a monthly average basis and will not exceed 6% on a weekly composite basis
- Ash	0.35 wt. % (dry, maximum)
- Chloride content	30.0 ppm by wt. dry basis (maximum)
- Moisture content	CRRM to provide report of moisture content for available Coke on a monthly basis.
- Volatile matter	9 to 14%
- Hardness	30.0 HGI (maximum)
- Purchase Price	The Purchase Price per ton of Coke will be the lesser of the Index Price or the UAN Netback Based Price. The Index Price shall be the mid-point for the most recent published quarter in the Pace Petroleum Coke Quarterly under the heading "Midwest Green Coke, Chicago Area, FOB Source." (in the event Pace Petroleum Coke Quarterly ceases to be published or ceases to include a heading for "Midwest Green Coke, Chicago Area", the Parties will agree on a substitute Coke index). The UAN Netback Based Price shall be $25 per ton at a UAN netback plant price of $205, adjusted up or down $0.50 per ton for each $1 change in the UAN netback plant price, up to a UAN Netback Based Price cap of $40 per ton or down to a UAN Netback Based Price floor of $5 per ton. The UAN netback plant price will be the netback price realized by CRNF at the Fertilizer Plant for the calendar month preceding the month of Coke delivery based upon the books and records of the CRNF. In no event shall the Purchase Price per ton of Coke be below $0. The Purchase Price shall be subject to adjustment as provided in Sections 2(d)(ii) and (iii) of this Exhibit D.

ANNEX B

Coke Measurement, Sampling and Testing Procedures

- Quantity measurement

CRRM shall, upon opening a coke drum and prior to emptying the contents of such coke drum into the coke pit, determine Coke quantity by measuring the "outage" for a coke drum which is the distance from the designated spot near the top of each coke drum down to the level in the drum where the Coke begins. An outage table, attached as Appendix 1 to this Annex B, will then be utilized along with the measured outage to determine the quantity of Coke in the coke drum. The Coke quantity so determined shall be recorded in the CRRM's outage log. A copy of the outage log shall be provided to CRNF with each invoice. CRRM shall maintain for three years all records related to the determination of Coke quantity along with the outage log and the CRNF, upon reasonable request, may review such records and logs and may observe the physical measurement of the coke drum outage.

- Sampling and testing

Representative drum cut samples will be composited and tested for ash, sulfur and chlorine per the following methodology:

Sample Preparation: ASTM D346-90 "Collection and Preparation of Coke Samples For Laboratory Analysis"

Deviation: A 2.5 gallon sample will be used.

Ash: ASTM D3174-02 "Ash in the Analysis Sample of Coal and Coke from Coal"

Deviation: Ashed at 750C to constant weight.

Sulfur and Chlorine: X-ray analysis of whole coke as pressed pellet against known Standards.

ANNEX B

Appendix 1

Coke Chamber Gauge
Coffeyville Refinery

Outage feet	tons EW	tons NS	Outage feet	tons EW	tons NS	Outage feet	tons EW	tons NS
54	194	137						
53 1/2	198	140	41 1/2	288	214	29 1/2	378	287
53	201	143	41	292	217	29	382	291
52 1/2	205	146	40 1/2	295	220	28 1/2	386	294
52	209	149	40	299	223	28	389	297
51 1/2	213	152	39 1/2	303	226	27 1/2	393	300
51	216	155	39	307	229	27	397	303
50 1/2	220	159	38 1/2	310	232	26 1/2	401	306
50	224	162	38	314	235	26	405	309
49 1/2	228	165	37 1/2	318	238	25 1/2	408	312
49	231	168	37	322	241	25	412	315
48 1/2	235	171	36 1/2	326	245	24 1/2	416	318
48	239	174	36	329	248	24	420	321
47 1/2	243	177	35 1/2	333	251	23 1/2	423	324
47	246	180	35	337	254	23	427	327
46 1/2	250	183	34 1/2	341	257	22 1/2	431	330
46	254	186	34	344	260	22	435	334
45 1/2	258	189	33 1/2	348	263	21 1/2	438	337
45	262	192	33	352	266	21	442	340
44 1/2	265	195	32 1/2	356	269	20 1/2	446	343
44	269	198	32	359	272	20	450	346
43 1/2	273	202	31 1/2	363	275	19 1/2	453	349
43	277	205	31	367	278	19	457	352
42 1/2	280	208	30 1/2	371	281	18 1/2	461	355
42	284	211	30	374	284	18	465	358

EXHIBIT E

FEEDSTOCK AND SHARED SERVICES

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

ARTICLE 1

DEFINITIONS.

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

"***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 CRNF may designate with the consent of the CRRM, which consent shall not be unreasonably withheld or delayed.

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

"***Coke***" has the meaning given such term in Exhibit D.

"***Coke Supply Agreement***" means the agreement set forth in Exhibit D.

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

"***Easement Agreement***" means the agreement set forth in Exhibit A.

"***Feedstock***" means the materials and streams described in Annex B to this Exhibit E, all within the tolerances and to the specifications therein contained, that are provided by or on behalf of CRRM to CRNF, or by or on behalf of CRNF to CRRM, 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 CRNF to CRRM, or from CRRM to CRNF, as the case may be and as shown on Plot Plan A and Drawing D11-0913B constituting a part of Annex A to this Exhibit E.

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

"***Fire Water***" means the water and related systems to provide water for use in fire emergencies and the like.

"***Gasification Unit***" means that gasification unit shown on Plot Plan A constituting a part of Annex A to this Exhibit E, 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 Annex A to this Exhibit E.

"***High Pressure Steam***" means steam described in Annex B to this Exhibit E 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 Annex B to this Exhibit E, all within the tolerances and in compliance with the specifications therein contained.

"***Hydrogen Purchase and Sale Agreement***" means the agreement set forth in Exhibit B.

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

"***Messer***" means Messer, LLC, a Delaware limited liability company.

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

"***Messer 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 Annex A hereto, all connected to the pipelines owned by Messer, 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.

"***mmscfd***" means one million scf per day.

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

"***Natural Gas Line***" means the pipeline delivering natural gas in form, as described in Annex B to this Exhibit E, from Southern Star's pipeline to the Refinery.

"***NG Interconnect Line***" means the former Tail Gas line that will deliver natural gas from the Refinery to the Fertilizer Plant.

"***Nitrogen***" means nitrogen in its gaseous form, as described in Annex B to this Exhibit E, 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 Feedstock and Shared Services Agreement, which Offsite Sulfur Recovery Unit is shown on Plot Plan A constituting a part of Annex A to this Exhibit E, including any additions or other modifications made thereto from time to time.

"***Owner***" means CRNF or CRRM, as the context requires.

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

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

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

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

"***Raw Water and Facilities Sharing Agreement***" means the agreement set forth in Exhibit C.

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

"***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 CRRM's request.

"***Security Contract***" means any agreement for security services to which CRRM 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 Annex B to this Exhibit E.

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

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

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

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

"***TKI General Plant and Labor Costs***" means (a) the costs incurred and appropriately billed to CRRM pursuant to the TKI Phase I Agreement and (b) the costs incurred and appropriately billed to CRNF pursuant to the TKI Phase II Agreement.

"***TKI Phase I Agreement***" means that certain Amended and Restated Phase I Sulfur Processing Agreement, dated June 28, 2009, between CRRM 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 that certain Amended and Restated Phase II Sulfur Processing Agreement, dated June 28, 2009, between CRNF 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 Annex A to this Exhibit E, 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 (a) the average of the price range published in each weekly issue of "Green Markets" under the heading of "UAN" for "Mid Comber averaged over such weekly issues published in the applicable calendar month and then multiplied by 32, and (b) 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 CRNF may designate with the consent of the CRRM, which consent shall not be unreasonably withheld or delayed.

"***Utility Facilities***" mean the utility facilities shown on Annex A to this Exhibit E, 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. CRRM shall, upon reasonable request by the CRNF, make available to CRNF High Pressure Steam at a cost to CRNF as designated on Annex B to this Exhibit E, at sufficient pressure and in sufficient amounts, to allow CRNF to commence and recommence operation of the Fertilizer Plant from time to time at CRNF'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 Section 2.1.1(a), such High Pressure Steam shall be referred to as "***Start-Up Steam.***" CRRM shall use commercially reasonable efforts to make available Start-Up Steam when requested by CRNF; provided that CRRM shall not be obligated to make available Start-Up Steam hereunder if doing so would have a material adverse effect on Refinery operations. CRNF shall provide reasonable notice to CRRM of the approximate time and date of each of its requirements for Start-Up Steam.

(b) Messer Steam. CRRM shall make commercially reasonable efforts as its operations permit, at a cost to CRNF as set forth in Annex B to this Exhibit E, to make available High Pressure Steam produced at the Refinery to the CRNF, solely for use at the Messer Facility. CRNF shall provide reasonable notice to CRRM of the approximate time and date of each of its requirements for High Pressure Steam under this Section 2.1.1(b); provided that CRRM 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

CRNF shall make available at a cost to CRRM as set forth in Annex B to this Exhibit E, 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 CRRM requesting such steam.

2.1.3 Mutual Steam Obligations

(a) Low Pressure Steam. CRRM and CRNF 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. CRRM shall retain all steam condensate for steam delivered to CRRM hereunder and CRNF shall retain all steam condensate for all steam delivered to CRNF hereunder.

Section 2.2 Nitrogen. CRNF shall make available to CRRM, solely for use at the Refinery, any Nitrogen produced by the Messer Facility and available to CRNF that is not required, as determined in a commercially reasonable manner by CRNF based on its then current or anticipated operational requirements, for the operation of the Fertilizer Plant, following reasonable notice from CRRM requesting such Nitrogen, at a cost to CRRM as designated on Annex B to this Exhibit E.

Section 2.3 Instrument Air.

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

(b) CRRM shall make available for purchase by CRNF for use solely at the Fertilizer Plant, Instrument Air to the extent that Instrument Air is not available from the Messer Facility and is available from CRRM and not required, as determined in a commercially reasonable manner by CRRM 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 CRNF as designated on Annex B to this Exhibit E and following reasonable request and notice from the CRNF.

(c) Either CRNF or CRRM may terminate its obligation to make Instrument Air available for purchase by the other Party hereunder upon not less than 12 months prior written notice to the other Party.

Section 2.4 Oxygen Supply to Refinery. CRNF shall provide to CRRM, solely for use at the Refinery, any Oxygen produced by the Messer Facility and made available to CRNF, as determined in a commercially reasonable manner by Messer based on its then current or anticipated operational requirements for the operation of the Fertilizer Plant, following reasonable notice from CRRM requesting such Oxygen and as further detailed in Annex B to this Exhibit E.

Section 2.5 Coke Supply to Fertilizer Plant. The terms and conditions governing CRRM's sales of Coke to CRNF shall be set forth in the Coke Supply Agreement.

Section 2.6 Sulfur; TKI Agreements.

(a) TKI Phase II Agreement. CRRM shall provide to TKI the utilities described in Section 2.6 of the TKI Phase II Agreement. CRNF shall reimburse CRRM for such utilities provided. Without limiting the foregoing, CRNF shall reimburse CRRM 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 CRRM 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. CRRM 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. CRNF shall not amend or terminate the TKI Phase II Agreement without the prior written consent of CRRM, which consent shall not be unreasonably withheld or delayed. CRRM shall not amend or terminate the TKI Phase I Agreement without the prior written consent of CRNF, 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 CRNF retaining sulfur in lieu of selling such excess sulfur to TKI, then CRRM agrees to remove and take title to such sulfur in exchange for a fee payable by CRNF to CRRM of $11.50 per long ton, with such fee representing the costs incurred by CRRM 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 CRRM, or other potential increases or decreases in charges.

Section 2.7 Water.

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

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

(c) Refinery Supply of Fire Water. CRRM shall, at no cost or expense to CRNF, 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 CRNF for use at the Fertilizer Plant and shall grant CRNF 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 CRNF'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 CRNF to the Fire Water system are shown on Plot Plan A which constitutes part of Annex A to this Exhibit E. Notwithstanding the foregoing, CRNF acknowledges and agrees that CRRM shall not be liable for any damages incurred resulting from its failure or inability to provide Fire Water hereunder. If CRRM should cease operations of the Refinery (including the Refinery Fire Water system), CRRM shall provide advance notice of such cessation of operations to CRNF and CRNF may, upon notice to CRRM, operate such Refinery Fire Water System, at the cost and expense of CRNF and for the benefit of CRNF for a period of up to two years.

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

Section 2.9 Hydrogen Supply.

(a) Upon reasonable request by CRRM from time to time during the term of this Exhibit E, and to the extent available to CRNF, CRNF agrees to provide Hydrogen to CRRM in accordance with the specifications set forth on Annex B to this Exhibit E and for the applicable prices set forth on Annex B to this Exhibit E, in each case subject to the following:

(i) CRNF will not be obligated to provide any Hydrogen to CRRM if such Hydrogen is required, as determined in a commercially reasonable manner by CRNF based on its then current or anticipated operation requirements, for the operation of the Fertilizer Plant;

(ii) CRNF will not be obligated to provide any Hydrogen to CRRM if CRNF or the board of directors of the general partner of CVR Partners, LP (the sole member of CRNF) determines, in each case in their sole discretion, that such sale of Hydrogen would adversely affect the classification of CVR Partners, LP as a partnership for federal income tax purposes; and

(iii) CRNF will not be obligated to provide any Hydrogen to CRRM if CRNF determines in its sole discretion that such sale of Hydrogen would not be in CRNF's best interest.

(b) Notwithstanding the provisions of (a) above, CRRM and CRNF 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. CRRM purchases natural gas on Southern Star and such natural gas is transported and delivered to the Refinery by the Natural Gas Line and transported and delivered from the Refinery to the Fertilizer Plant by the NG Interconnect Line. CRRM will nominate and purchase natural gas transportation and natural gas supplies for the CRNF and CRNF agrees to coordinate with CRRM with respect to such nominations and to provide CRRM timely information regarding CRNF's requirements for natural gas transportation and natural gas supplies. CRRM shall provide CRNF with an invoice for natural gas supply and transportation services received by CRNF promptly following CRRM's receipt of invoices from Southern Star (or CRRM's then-current natural gas transportation provider(s)), any relevant natural gas pipeline and the then current natural gas supplier(s) and for agreed to fees related to infrastructure constructed by CRRM to supply natural gas to CRNF, as further detailed in Annex B to this Exhibit E.

Section 2.11 At the request of either CRNF or CRRM, the Parties agree to use their commercially reasonable efforts to (a) add CRNF as a party to any natural gas transporter, any successor natural gas provider, or to reach some other mutually acceptable accommodation (including, but not limited to separate natural gas transportation agreements or sales agreements) whereby both CRRM and CRNF would each be able to receive, on an individual basis, natural gas transportation service from the current natural gas provider or a successor natural gas provider on similar terms and conditions; and (b) separate natural gas purchasing so that the CRRM and CRNF would each purchase for their own account the natural gas supplies to be delivered to the Refinery and Fertilizer Plant respectively.

Section 2.12 Railroad Tracks. CRRM and CRNF 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 CRRM ("***Refinery Tracks***"), and some of which railroad tracks are owned and operated by CRNF ("***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 2.13 South Administration Building, Laboratory Building, and Oil Storage Building Use and Occupancy. The CRRM will allow CRNF 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 Agreement.

Section 2.14 Tank Capacity. To the extent available, CRRM and CRNF 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.

ARTICLE 3

TERMINATION

Section 3.1 Termination. This Exhibit E may be terminated as follows:

(a) by one Party (the "***Non-Breaching 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***" occurs when both of the following exist: (i) a breach of this Exhibit E by the Breaching Party has not been cured by such Breaching Party within 30 days after receipt of written notice thereof from the Non-Breaching Party or, in the case of a breach that is not reasonably feasible to effect a cure within said 30-day period, within 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 Non-Breaching Party to operate its Refinery or its Fertilizer Plant, as the case may be;

(b) by CRRM effective as of the permanent termination of substantially all of the operations at the Refinery (with no intent by CRRM or its successor to recommence operations at the Refinery); provided, however, that notice of such permanent termination of operations shall be provided by CRRM to CRNF at least 12 months prior to such permanent termination;

(c) by CRNF effective as of the permanent termination of substantially all of the fertilizer production operations at the Fertilizer Plant (with no intent by CRNF or its successor to recommence operations at the Fertilizer Plant); provided, however, that notice of such permanent termination of operations shall be provided by CRNF to CRRM at least 12 months prior to such permanent termination; or

(d) 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, (b) a general assignment by such other Party for the benefit of creditors of such other Party, or (c) 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 Exhibit E until the same shall have remained in effect for 60 days.

Section 3.2 Effects of Expiration or Termination. CRRM and CRNF agree that upon and after expiration or termination of this Exhibit E:

(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 4.1 and 4.6 and the second paragraph of Section 2.10 will survive the expiration or termination of this Exhibit E.

ARTICLE 4

OPERATION OF FERTILIZER PLANT AND REFINERY

Section 4.1 Cooperation. CRRM and CRNF 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 4.1 shall require the expenditure of any monies other than may otherwise be required elsewhere in this Exhibit E. In addition, the Parties agree to (a) 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 (b) 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 4.2 Fertilizer Plant Operations. Subject to the express obligations of the Parties under this Exhibit E, no provision of this Exhibit E is intended as, or shall be construed to be, any agreement on the part of CRNF 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 CRNF to CRRM pursuant to Section 3.2(c).

Section 4.3 Refinery Operations. Subject to the express obligations of the Parties under this Exhibit E, no provision of this Exhibit E is intended as, or shall be construed to be, any agreement on the part of CRRM 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 CRRM to CRNF pursuant to Section 3.2(b).

Section 4.4 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, CRRM or CRNF (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 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 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 4.5 Priority Supply. CRRM and CRNF 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 Exhibit E, 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 Exhibit E 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 days following the date Supplying Party gives its written notice to Receiving Party with respect to the available Feedstock or Service.

Section 4.6 Audit and Inspection Rights. CRRM and CRNF 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 Exhibit E, 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 Exhibit E.

Section 4.7 Upgrade Costs. In the event that either CRRM or CRNF ("***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 Exhibit E, 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 4.8 Successor Third Party Agreements. In the event that any of the Messer 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 Exhibit E, terminates prior to the termination of this Exhibit E, 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.

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ANNEX 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 Messer 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.

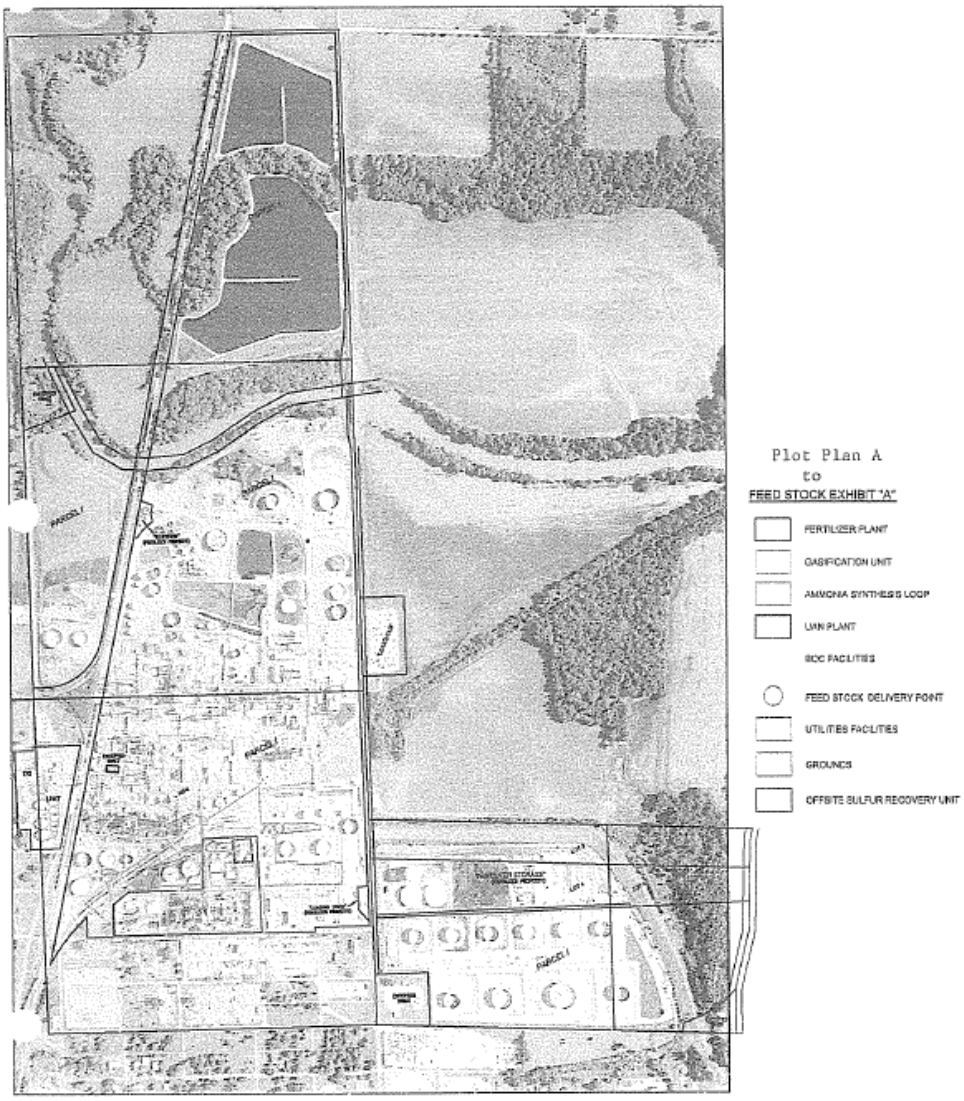
The Utility Facilities are shown on Plot Plan A attached hereto.

The Grounds are shown on Plot Plan A attached hereto.

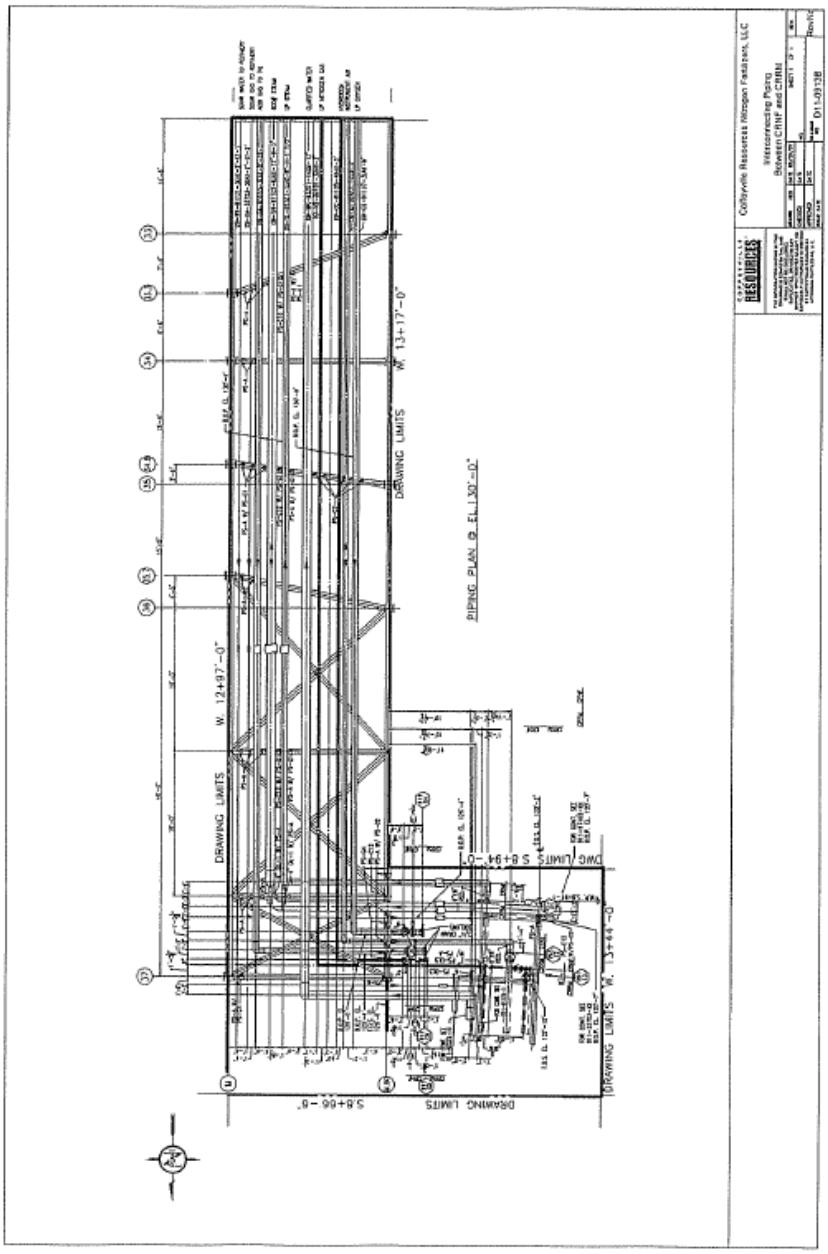
The Offsite Sulfur Recovery Unit is shown on Plot Plan A attached hereto.

The Refinery is shown on Plot Plan A attached hereto.

Plot Plan A



Drawing D11-0913B



ANNEX 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 10 ppm
-Carbon Dioxide	less than 10 ppm
-Price for sales from Fertilizer Company to Refinery Company	For the first 1.675 mmscfd (aggregated monthly) of Hydrogen, the Hydrogen price shall be $0.46 per 100scf based on an Ammonia Price of $300.00 per short ton. For any Hydrogen in excess of 1.675 mmscfd (aggregated monthly), the Hydrogen price for such excess Hydrogen shall be $0.55 per 100scf based on a UAN Price of $150.00 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 or UAN Price for the immediately preceding calendar month adjusts up or down from $300.00 per short ton or $150.00 per short ton, respectively.
-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 or more upon the request of the Refinery Company
-Price	For Flow from 0 - 29.8 STPD, there will be no charge to the Refinery Company For Flow greater than 29.8 STPD, Refinery Company will pay Fertilizer Company $50.00 per short ton of gaseous Oxygen. This price will be effective from November 1, 2017. In addition, Refinery Company agrees to pay Fertilizer Company a one-time payment of $74,779.50 within a reasonable amount of time after Refinery Company’s receipt of invoice.
-Temperature	Ambient
-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. The meter measures Oxygen in SCF. The parties agree that the conversion rate from SCF to short ton is 24,157 SCF/ short ton.
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)
#VALUE!	As available, up to 75,000 pounds per hour (to Fertilizer Company) 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)

Natural Gas

-Purity	Pipeline quality natural gas (Refinery fuel gas will not be considered natural gas for the purposes of this section)
-Flow	All-natural gas required by the Fertilizer Plant will be variable but anticipated to be approximately 2,500 MMBtu/day
-Price:	Fertilizer Company will pay Refinery Company each month a fee equal to the sum of: • Natural Gas Costs, plus • $0.081 per MMBtu of natural gas received by Fertilizer Plant for the Refinery Company’s transportation fee for the Natural Gas Line, plus • $0.01 per MMBtu of natural gas received by Fertilizer Plant for the Refinery Company’s transportation fee for the NG Interconnect Line.

This price will be effective from November 1, 2017.

-Natural Gas Costs	Fertilizer Company agrees to pay Refinery Company for the actual costs per MMBtu of natural gas delivered to and accepted by the Fertilizer Plant as invoiced to the Refinery Company by Southern Star. These costs include fees for the natural gas commodity, Southern Star transportation fees and any other fees detailed on the Southern Star invoice.
Refinery Company's Transportation Fee for the Natural Gas Line and Escalation Fee	Fertilizer Company agrees to pay Refinery Company's transportation cost of $0.081/MMBtu which consists of Fertilizer Company's share of the Refinery Company's interest costs to construct the pipeline and costs to operate, maintain and transport natural gas on the Natural Gas Line. The Parties agree that that cost to operate and maintain the Natural Gas Line is $0.007/MMBtu and this portion of the transportation fee will be subject to change commencing January 1, 2020 and each anniversary thereafter. The cost will be adjusted using the Bureau of Labor Statistics ("BLS") Employment Costs Index Average for Private Industry Workers (all workers) for the previous year.
Refinery Company's Transportation Fee for the NG Interconnect Line	Refinery Company's cost to transport, operate and maintain the NG Interconnect Line from the Refinery to the Fertilizer Plant is $0.01/MMBtu.
Stand-by Sales and Transportation Agreement	Fertilizer Company agrees that upon the effective date and during the initial term of Refinery Company's stand-by sales and transportation agreement with Atmos Energy for natural gas in the event Southern Star is not able to deliver natural gas to the Refinery, Fertilizer Company will pay Refinery Company $500.00 per month during the initial term of such stand-by agreement. The Parties agree to negotiate such payment for any renewal term(s) or new agreement for stand-by natural gas service. To the extent any natural gas is delivered and received from Atmos Energy, the Parties agree that the price for natural gas detailed above is not in effect and each of the Parties will pay for its pro-rata share of natural gas delivered and received and any other costs detailed on Atmos Energy's invoice that is applicable to such Party.

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 $\pm$ 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 Messer 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 F

LEASE

ARTICLE 1
DEFINITIONS.

1. Premises. Subject to the covenants and conditions of this Lease, CRRM leases to CRNF, and CRNF leases from CRRM, the premises (the "***Premises***") described on Annex A to this Exhibit F, which Premises are located in (a) a building currently known as CRRM's South Administration Building (the "***Admin Building***"), (b) a building currently known as CRRM's Laboratory Building (the "***Lab Building***"), and (c) a building currently known as CRRM's Oil and Chemical Storage Building (the "***Storage Building***"). CRRM reserves the right, upon not less than 30 days prior written notice to CRNF, to relocate any of the Premises within the Admin Building, the Lab Building or the Storage Building to any reasonably equivalent space therein.

2. Use of Premises. The Premises may be used for the following purposes (the "***Permitted Uses***"):

(a) The portion of the Premises located in the Admin Building shall be used only for general office, storage and warehouse space, and for maintenance and repair activities (including, but not limited to, welding, machining, and other equipment maintenance and repairs as needed to support CRNF's plant operations)'

(b) The portion of the Premises located in the Lab Building shall be used only for general laboratory work; and

(c) The portion of the Premises located in the Storage Building shall be used only for oil and chemical storage.

CRNF shall also have the right to reasonable non-exclusive use of the parking areas, driveways, sidewalks and approaches adjoining or otherwise serving the Admin Building, the Lab Building or the Storage Building that are owned or leased by CRRM, for the purpose of ingress and egress in connection with CRNF's use of the Premises for the Permitted Uses, and the right to reasonable non-exclusive use of lobby areas, hallways, restroom facilities, break rooms, closets, conference rooms, and copy rooms within the Admin Building, the Lab Building, or the Storage Building in connection with CRNF's use of the Premises for the Permitted Uses, provided that all such uses shall be subject to such reasonable requirements, restrictions, and rules as CRRM may designate from time to time for purposes of coordination of CRNF's use with use by CRRM and its employees, agents, contractors, and other invitees, or for purposes of safety, security, preservation of property, or compliance with laws or insurance requirements, as CRRM may reasonably determine from time to time.

3. Termination. This Exhibit F may be terminated by CRNF by providing CRRM with at least 180 days prior written notice.

4. Rent Payments. CRNF shall pay to CRRM rent in monthly installments of Eight Thousand Dollars ($8,000) per month (the "***Monthly Rent***"), with each monthly installment being due and payable on the first day of each calendar month, in advance and without notice or demand, at CRRM's address set forth in the Agreement, or at any other place CRRM designates in writing, provided, however, that the Monthly Rent shall increase effective as of the third anniversary of the Effective Date, and on each anniversary date thereafter until this Exhibit F is terminated in accordance with its terms, to reflect any percentage increase in the Consumer Price Index for All Urban Consumers, U.S. City Average, All Items (1982-84 = 100) as published by the United States Department of Labor, Bureau of Labor Statistics (the "***CPI***"), as reflected by any percentage increase between the CPI as most recently published prior to the Effective Date (the "***Effective Date CPI***") and the CPI as most recently published prior to the effective date of any such increase in Monthly Rent (the "***Current CPI***"). In the event of such increase, the Monthly Rent shall be increased by an amount equal to the product obtained by multiplying the original Monthly Rent by a fraction, the numerator of which shall be the Current CPI and the denominator of which shall be the Effective Date CPI. In the event that the CPI ceases to be published or available within 60 days prior to the effective date of any such increase in Monthly Rent, then CRRM may utilize any similar governmental price index for purposes of determining and computing any applicable increase in Monthly Rent. Rent shall be prorated for any partial month upon termination of this Exhibit F.

5. Possession at Beginning of Term. CRRM shall give possession of the Premises to CRNF as of the Effective Date.

6. Condition of Premises.

(a) CRNF acknowledges that CRNF has inspected the Premises and, except as may be provided otherwise in this Lease and without abrogating CRRM's obligations under Section 11 hereof, CRNF accepts the Premises in their present condition.

(b) Upon termination of this Exhibit F, except for damage caused by fire or other insured perils, CRNF shall at CRNF's expense: (i) surrender the Premises in as good a condition as the Permitted Uses will have reasonably permitted, subject to normal wear and tear, and subject to all other obligations of CRNF in this Lease; (ii) have removed all of CRNF's property from the Premises; (iii) have promptly repaired any damage to the Premises caused by the removal of CRNF's property; and (iv) leave the Premises free of trash and debris and the building in "broom clean" condition.

7. Signs and Advertisements. CRNF shall be entitled to place reasonable signs on the building, and shall be permitted to affix such other signs and advertising as CRNF shall deem appropriate, so long as such signs comply with local ordinances.

8. Utilities and Services. CRNF shall pay for and provide all electricity, gas, water, telephone, and heating, ventilating and air conditioning services, used in commercially reasonable quantities by CRNF in the Premises. CRRM shall provide reasonable trash removal and other routine janitorial services for office space within the Premises.

9. Alterations. CRNF shall not make any substantial alterations or additions in or to the Premises without the prior written consent of CRRM, which consent shall not be unreasonably withheld.

10. Maintenance and Repair by CRNF. Except for the obligations imposed upon CRRM in Section 11 hereof, and except for damage resulting from fire or other casualty and ordinary wear and tear, CRNF shall, at CRNF's sole cost and expense, keep the Premises in good order, repair and condition. CRNF will perform maintenance and repair obligations imposed upon CRRM in Section 11 hereof subject to a mutually agreed upon reduction in the Monthly Rent.

11. Maintenance and Repair by CRRM. CRRM, during the Term and at CRRM's sole cost and expense, will maintain and keep in good repair the roof, exterior walls, windows, doors, gutters, downspouts, foundations and all other structural components of the Premises, and all heating, ventilating, air conditioning, plumbing, sewer, electric, gas, water, and telephone lines, fixtures and systems, and parking areas, serving the Premises, including light ballasts or bulbs for ceiling lighting fixtures, but excluding any lines, fixtures or systems owned or installed by or for CRNF for purposes of accommodating any special requirements of CRNF. CRRM will be under no obligation, and will not be liable for any failure, to make any repairs until and unless CRNF notifies CRRM in writing they are necessary, in which event CRRM will have a reasonable time after notice to make such repairs. CRNF shall bear the cost and expense of any repairs or replacements required by, or any damages to the Premises or other property of CRRM caused by, the acts or omissions of CRNF or any of CRNF's employees, agents, contractors, or other invitees.

12. Real Estate Taxes and Special Assessments. CRRM shall pay all real estate taxes and special assessments imposed upon the Premises.

13. Legal Requirements. CRNF shall comply with all laws, order, ordinances and other public requirements now or hereafter affecting the Premises or the use thereof, including without limitation ADA, OSHA and like requirements, and indemnify and hold CRRM harmless from expense or damage resulting from failure to do so. Notwithstanding the foregoing, neither CRNF nor CRRM shall be required to make any improvements or alterations to the Premises to bring the Premises into compliance. In the event of noncompliance and the failure of CRNF or CRRM to make required improvements or alterations, either Party may terminate this Lease effective as of a date not less than 30 days after written notice to the other Party.

14. Toxic or Hazardous Materials. CRNF shall not store, use or dispose of any toxic or hazardous materials in, on or about the Premises in violation of any law without the prior written consent of CRRM. CRNF, at its sole cost, will comply with all laws relating to CRNF's storage, use and disposal of hazardous or toxic materials. CRNF shall be solely responsible for and will defend, indemnify and hold CRRM, its agents and employees, harmless from and against all claims, costs and liabilities, including attorney's fees and costs, arising out of or in connection with the removal, clean-up and restoration work and materials necessary to return the Premises, and any other property of whatever nature affected, to their condition existing prior to contamination by CRNF, if and as may be required by applicable laws or regulations. CRNF's obligations under this Section 14 will survive any expiration or termination of this Lease.

15. Environmental. CRRM shall be solely responsible for and will defend, indemnify and hold CRNF, its agents and employees, harmless from and against all claims, costs and liabilities, including attorney's fees and costs, arising out of or in connection with, the presence of any toxic or hazardous materials in, on, beneath or about the Premises, at or prior to the Effective Date, or thereafter placed, released or discharged in, on, beneath or about the Premises by CRRM or any of its affiliates or their respective agents, employees, contractors, subcontractors and invitees.

16. Personal Property. CRRM shall not be liable for any loss or damage to any merchandise inventory, goods, fixtures, improvements or personal property of CRNF in or about the Premises, regardless of the cause use of such loss or damage.

17. CRRM's Right of Entry. CRRM or CRRM's agent may, after reasonable advance notice to CRNF, enter the Premises at reasonable hours to examine the same, to show the same to prospective lenders and purchasers, and to do anything CRRM may be required to do hereunder or which CRRM may deem reasonably necessary for the good of the Premises.

18. CRNF Default; CRRM Remedies. A default of this Lease shall occur upon any of the following events:

(a) CRNF fails to pay the rent and/or other sums payable hereunder within 10 days after written notice from CRRM that same has not been paid when due; or

(b) CRNF fails to comply with any other provision, covenant, warranty or term of this Lease, and such failure or noncompliance continues for a period of 30 days after written notice from CRRM; provided that CRNF shall not be in default if such failure or noncompliance cannot reasonably be cured within such 30 days, so long as CRNF in good faith commences such cure within such 30 days and completes same within 90 days after such notice; or

(c) CRNF is adjudged a bankrupt, or CRNF makes an assignment for the benefit of its creditors, or a receiver is appointed over any property of CRNF in or upon the Premises or for any part or all of CRNF's property wherever located pursuant to any action, suit or proceeding and such assignment or receivership is not vacated or annulled within 60 days of such assignment or appointment of the receiver.

Upon the occurrence of any of the foregoing events of default by CRNF, CRRM shall have the right to reenter and repossess the Premises, and CRRM shall have full rights of use and enjoyment and shall have the right to terminate this Lease. CRRM shall have the right to recover all rent accrued through the date of CRRM's reentry, including all reasonable costs of collection and reasonable attorney's fees incurred by CRRM in covering the rent. After such reentry, CRRM may lease the Premises for the remainder of the Term to another party for a reasonable rent. CRRM shall have the right to recover any expenses it incurs in reletting the Premises, including without limitation, necessary renovations and alternations of the Premises, reasonable attorney's fees, and real estate commissions paid. CRRM shall also have the right to recover any deficiency in rent or other charges that would have been payable by CRNF if it had not defaulted and this Lease continued until the end of the then current Term. All of the foregoing remedies shall be in addition to any rights or remedies CRRM may have should a default occur.

19. CRRM Default; CRNF Remedies.

(a) If CRNF believes that CRRM has breached or failed to comply with any provision of this Lease applicable to CRRM, CRNF will give written notice to CRRM describing the alleged breach or noncompliance. CRRM will not be deemed in default under this Lease if CRRM cures the breach or non-compliance within 20 days after receipt of CRNF's notice or, if the same cannot reasonably be cured within such 20 day period, if CRRM in good faith commences to cure such breach or non-compliance within such period and then diligently pursues the cure to completion.

(b) If CRRM breaches or fails to comply with any provision of this Lease applicable to CRRM and such breach or noncompliance is not cured within the period of time described in Section 19(a), then CRNF may (i) terminate this Lease; and/or (ii) incur any expense necessary to perform the obligation of CRRM specified in such notice and set off any amount expended against the next payment of rent coming due under this Lease; and/or (iii) sue for injunctive relieve, specific performance and/or damages; and/or (iv) seek any other remedy available at law or in equity.

20. Damage by Casualty.

(a) In the event, during the Term, the Premises hereby let, or the buildings on said Premises, shall be destroyed or shall be so damaged by fire or other casualty as to become untenantable, then in such event, at the option of either CRRM or CRNF , this Lease may be terminated. Any option to terminate granted herein must be exercised by written notice to the other within 30 days of the date of such damage or destruction. If either Party exercises its option to terminate this Lease, (a) the Lease will expire and this Lease shall terminate as of the date of such damage or destruction, (b) CRNF shall immediately surrender said Premises and all interest therein to CRRM, and (c) CRNF shall pay rent within the Term only to the time of such damage or destruction.

(b) In the event neither CRRM nor CRNF elects to terminate this Lease, this Lease shall continue in full force and effect and CRRM will repair and restore such damage with reasonable promptness, subject to force majeure, delays for insurance adjustments and delays caused by matters beyond CRRM's control. In no event will CRRM be obligated to repair, restore or replace any of the property required to be insured by CRNF in accordance with Section 22(b).

(c) In the event the Premises is rendered untenantable but the Parties do not elect to terminate this Lease, the rent will abate beginning on the date of such damage. Such abatement will end on the date that CRRM has substantially completed the repairs and restoration of the Premises. Such abatement will be an amount bearing the same ration of the total amount of rent for such period as the untenantable portion of the Premises bears to the entire Premises. Notwithstanding the foregoing, in the event the Premises shall be but slightly injured by fire or other casualty, so as not to render the same untenantable and unfit for occupancy, then CRRM shall repair and restore the same with all reasonable promptness, but in that case the rent shall not abate. Except at provided herein, no compensation or claim shall be made by or allowed to CRNF by reason of any inconvenience or annoyance arising from the necessity of repairing any portion of the building or the Premises, however the necessity may occur.

(d) In any event, CRRM may terminate this Lease as of the date 50% or more of the building of which the Premises are a part is destroyed, by providing written notice to CRNF within 30 days after such destruction.

21. Eminent Domain.

(a) If the Premises or any substantial part thereof shall be taken under the power of eminent domain or be acquired for any public or quasi-public use or purpose, the Lease shall cease and terminate upon the date when the possession of said premises or the part thereof so taken shall be required for such use or purpose and the rent at the then current rate shall be apportioned as of the date of termination.

(b) If any condemnation proceeding shall be instituted in which it is sought to take or damage any part of the Premises or the building of which the Premises are a part or the land under it, or if the grade of any street or alley adjacent to the Premises is changed in any legal authority and such change of grade makes it necessary or desirable to remodel the Premises to conform to the changed grade, either CRRM or CRNF shall have the right to terminate this Lease after having given written notice of termination to the other Party within 60 days after being notified of the taking of the Premises. Such termination shall be effective as of the date when physical possession of the applicable portion of the Premises is taken by the condemning authority and the rent at the then current rate shall be apportioned as of the date of termination.

(c) If there is a partial taking and the Premises is left untenantable or CRNF's access or parking are materially and adversely affected by such partial taking and CRNF cannot reasonably operated because of such taking, CRNF shall have the right to terminate this Lease after having given written notice of termination to CRRM within 60 days after CRNF is notified of the taking of the Premises. Such termination shall be effective as of the date when physical possession of the applicable portion of the Premises is taken by the condemning authority and the rent at the then current rate shall be apportioned as of the date of termination.

(d) If there is a partial taking which does not affect CRNF's ability to operate within the Premises, the rent payable under this Lease will be abated by an amount allocable to the portion of the Premises which was so taken or sold, and CRRM will, at CRRM's sole cost and expense, promptly restore and reconstruct the Premises to substantially its former condition to the extent the same is feasible.

(e) In the event this Lease is terminated under Sections 21(a), (b) or (c), no money or other consideration shall be payable by CRRM or CRNF for the right of termination and CRNF shall have no right to share in the condemnation award or in any judgment for termination, and CRNF shall have no right to share in the condemnation award or in any judgment for damages caused by the taking or the change of grade. Nothing in this Section 21(e) shall preclude any award being made to CRNF for loss of business or depreciation to and cost of removal of equipment or fixtures.

22. CRNF's Insurance.

(a) CRNF shall maintain, at all times until the termination of this Lease, commercial general liability insurance on ISO form CG 00 01 10 93 or an equivalent form covering liability from premises, operations, independent contractors, 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 Two Million Dollars ($2,000,000) combined single limit.

(b) CRNF shall maintain, at all times until the termination of this Lease, all risk or fire insurance (including standard extended endorsement perils, leakage from fire protective devices and other water damage) relating to CRNF's fixtures, furnishings, equipment, personal property, documents, files, inventory and work products in amounts which CRNF from time to rime reasonably determines sufficient.

(c) At all times until the termination of this Lease, CRNF shall furnish CRRM with a certificate or certificates of insurance evidencing such insurance so maintained by CRNF and naming CRRM and CRRM's mortgagees, if any, as additional insureds.

(d) The Parties acknowledge and agree that the insurance required by this Lease 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 22(c) and Section 24 will be deemed waived by the Parties.

23. CRRM's Insurance. CRRM shall maintain, at all times until the termination of this Lease, all risk or fire insurance relating to the Premises (but excluding CRNF's fixtures, furnishings, equipment, personal property, documents, files, inventory and work products) in amounts that CRRM from time to time reasonably determines sufficient or CRRM's mortgagee requires.

24. Waiver of Subrogation. As part of the consideration for this Lease, each of the Parties hereby releases the other Party hereto from all liability for damage due to any act or neglect of the other Party (except as hereinafter provided) occasioned to property owned by said Parties which is or might be incident to or the result of a fire or any other casualty against loss for which either of the Parties is now carrying or hereafter may carry insurance; provided, however, that the releases herein contained shall not apply to any loss or damage occasioned by intentional acts of either of the Parties hereto. The Parties hereto further covenant that any insurance they obtain on their respective properties shall contain an appropriate provision whereby the insurance company, or companies, consent to the mutual release of liability contained in this Section.

25. Subletting.

(a) Except as provided in Section 25(b), CRNF shall not sublease the Premises or any part thereof or allow any other person to be in possession thereof without the prior written consent of CRRM, , which consent or consents shall not be unreasonably withheld or delayed.

(b) Notwithstanding anything to the contrary set forth herein, CRRM's consent shall not be necessary if the subletting of this Lease is to any of the following: (a) the surviving entity in the event of the merger or consolidation of CRNF with another entity; (b) the purchaser of all or substantially all of CRNF's assets or equity interests; or (c) any Affiliates of CRNF.

(c) Notwithstanding any permitted subletting, except for a subletting in accordance with Section 25(b), CRNF shall at all times remain directly, primarily and fully responsible and liable for the payment of the rent herein specified and for compliance with all of its other obligations under the terms and provisions of this Lease.

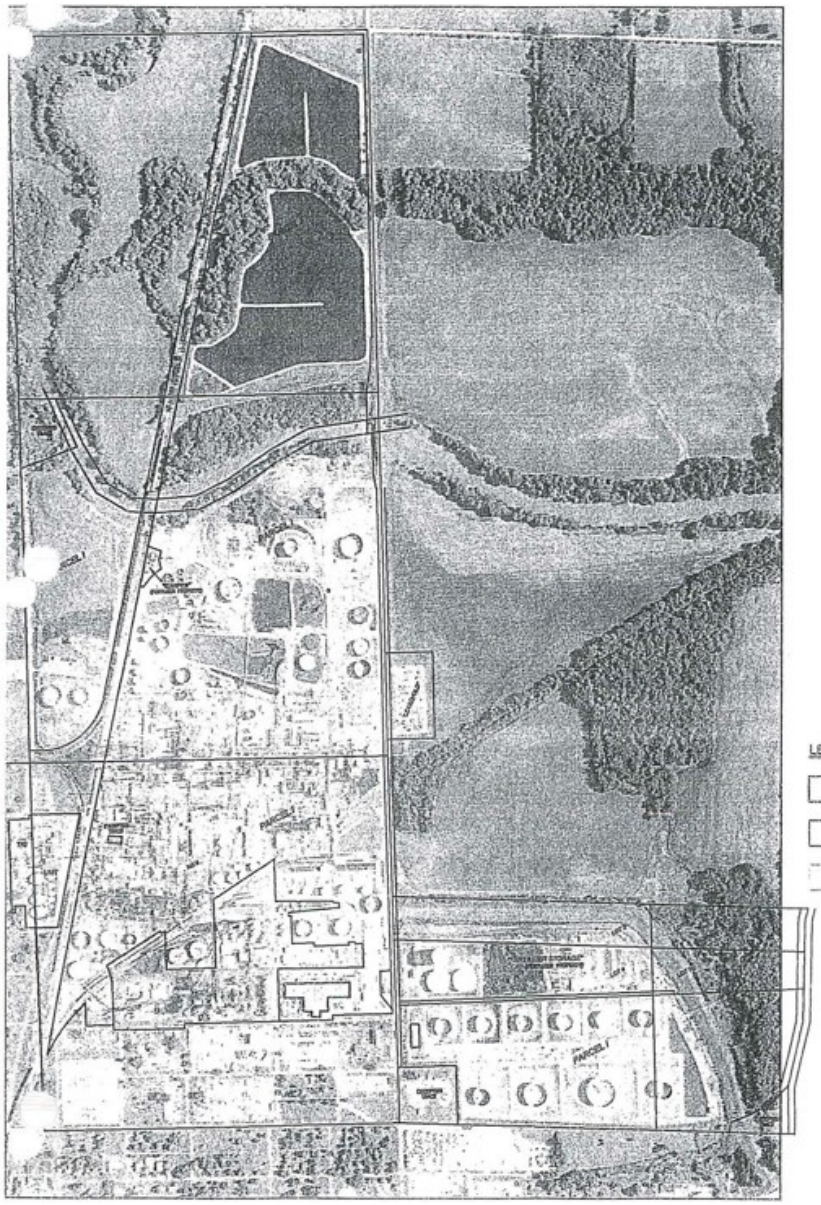
26. Quiet Possession. CRRM agrees, so long as CRNF fully complies with all of the terms, covenants and conditions herein contained on CRNF's part to be kept and performed, CRNF shall and may peaceably and quietly have, hold and enjoy the Premises for the Term, it being expressly understood and agreed that the aforesaid covenant of quiet enjoyment shall be binding upon CRRM, its heirs, successors or assigns, but only during such Party's ownership of the Premises. CRRM and CRNF further covenant and represent that each has full right, title, power and authority to make, execute and deliver this Lease.

[Remainder of page intentionally left blank.]

ANNEX A

LEASED PREMISES

See location of Admin Building, Lab Building and Storage Building as indicated on attached plot plan and location of Premises as highlighted on attached diagrams.



LEASE AGREEMENT EXHIBIT "A"

ADMIN BUILDING

LAB BUILDING

STORAGE BUILDING

Farmland Industries, Inc.

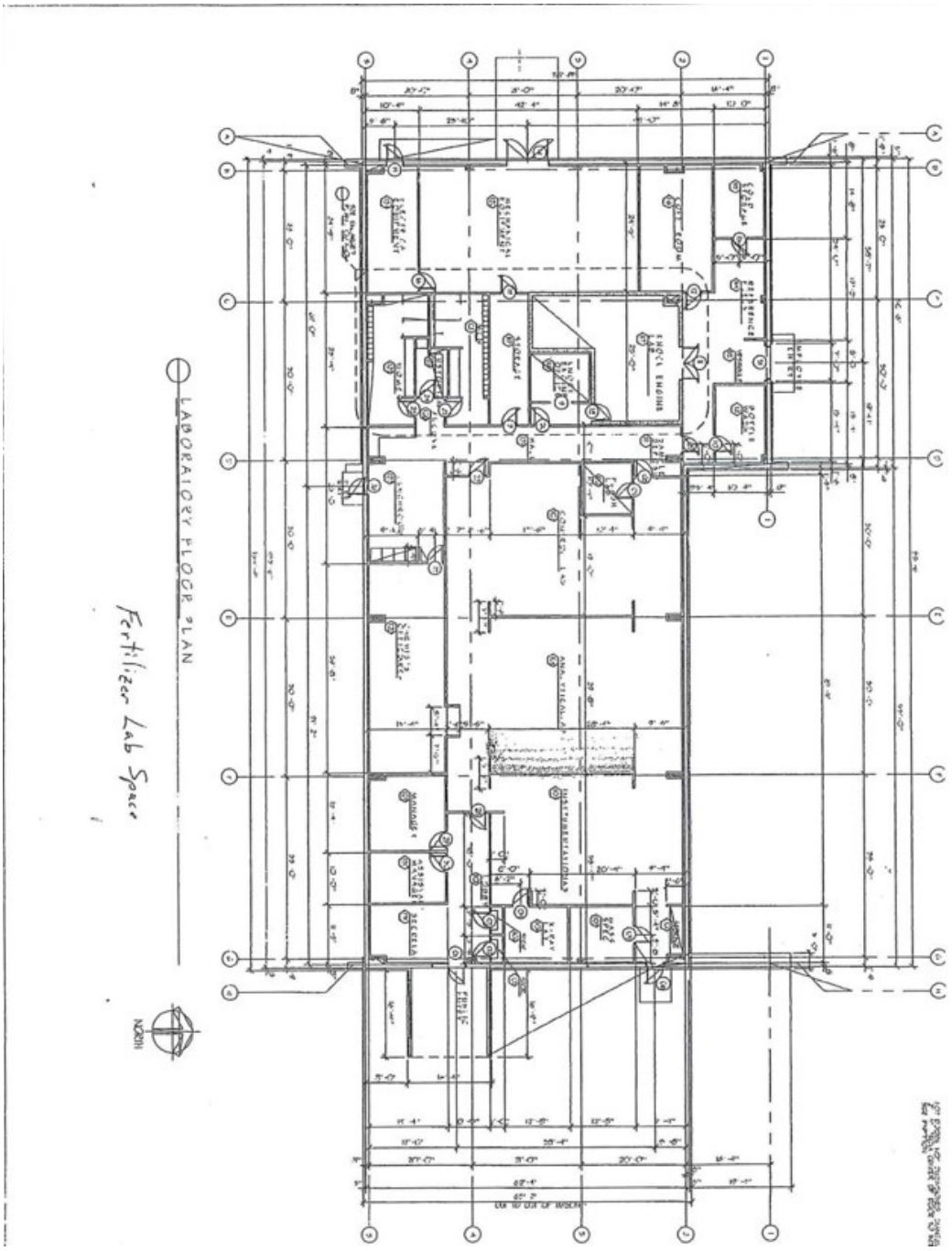
Warehouse Modification Project

P.O. Box 570 Colleyville, Kansas 67337

Ambler Architects

A-1

1st Floor



Fertilizer Lab Space

CORPORATE MASTER SERVICE AGREEMENT

This Corporate Master Service Agreement (this "***Agreement***") is dated as of February 19, 2020, but effective as of January 1, 2020 (the "***Effective Date***") by and between CVR Services, LLC, a Delaware limited liability company ("***Service Provider***"), and the entities listed on Exhibit A attached hereto and incorporated herein, as it may be amended from time to time by written agreement of Service Provider and such entity (each a "***Service Recipient***" and collectively the "***Service Recipients***"). Service Provider and Service Recipients are referred to individually as a "***Party***" and collectively as the "***Parties***".

RECITALS

WHEREAS, each Service Recipient wishes to obtain from Service Provider, and Service Provider wishes to provide to each Service Recipient, certain professional services as described herein (collectively, the "***Services***"); and

WHEREAS, all such Services are necessary for the operation of each Service Recipient's businesses, and each Service Recipient desires to utilize such Services so as to better carry on the operation of its businesses; and

WHEREAS, CVR Energy and CVR Partners are owners of certain marks as indicated on Exhibit C attached hereto and incorporated herein (the "***Marks***"), and each desires to allow Service Provider and other Service Recipients the right to use the Marks on and in connection with their businesses and products (the "***Business and Goods***").

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties, intending to be legally bound hereby, covenant and agree as follows:

AGREEMENT

1. SERVICES.

(a) The Services provided under this Agreement are described in Exhibit B attached hereto and incorporated herein, which exhibit may be updated from time to time by written agreement between the Parties.

(b) Each Service Recipient hereby engages Service Provider to provide the Services, and Service Provider, as requested by each Service Recipient, hereby agrees to render the Services to each Service Recipient.

(c) The Parties hereby agree that in discharging its obligations hereunder, Service Provider 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 other Person shall be treated as if Service Provider performed such Services itself. No such delegation by Service Provider to Affiliates or other Persons shall relieve Service Provider of its obligations hereunder.

2. CHARGE FOR SERVICES.

(a) Monthly Fee. Each Service Recipient shall pay Service Provider a monthly fee (the "***Monthly Fee***"), the amount of which shall be determined in January of each year during the Term by the Parties and which shall be equal to the amount of the direct or indirect expenses incurred by Service Provider in connection with the provision of the Services to such Service Recipient (the "***Allocations***"), determined as follows:

i. A pro rata share of all Personnel Costs of Shared Personnel, as determined by Service Provider on a commercially reasonable basis, based on the estimated percent of total working time that such respective personnel are engaged in performing any of the Services taking into consideration the reasonableness of the most recently completed fiscal year actual allocations, current back office operations of Service Provider and other relevant factors deemed pertinent by Service Provider; **plus**

ii. A pro rata share of all general and administrative costs (excluding Personnel Costs) relating to such Service Recipient, as determined by Service Provider on a commercially reasonable basis, based on the estimated portion of such general and administrative services that are for the benefit of such Service Recipient taking into consideration the reasonableness of the most recently completed fiscal year actual allocations, current back office operations of Service Provider and other relevant factors deemed pertinent by Service Provider; **plus**

iii. For each Service Recipient, the reasonable and actual amount of any additional direct costs or expenses incurred by Service Provider or its Affiliates in connection with the Services; **plus**

iv. Any other cost or expense agreed to by the Parties, including those based on any Services added following the date hereof; **minus**

v. Any costs and expenses that are direct charged to such Service Recipient, such as commercial insurance costs.

(b) Annual True-Up. At least annually, Service Provider and each Service Recipient shall conduct a true-up under which Service Provider shall compare the Monthly Fee paid by such Service Recipient to the actual Allocations incurred by Service Provider or its Affiliates in connection with the provision of Services to such Service Recipient. Service Provider or such Service Recipient, as applicable, shall pay to the other Party the net amount owing as a result of any such true-up (the "***True-Up Amount***"), at such time and on such terms as may be agreed to by Service Provider and such Service Recipient. Notwithstanding the foregoing, Service Provider may, for any reason including upon request by any Service Recipient, in Service Provider's sole discretion and at any time, perform such true-ups more frequently than annually.

(c) The Services which are being provided by Service Provider and for which each Service Recipient is being charged hereunder provide a direct benefit to such Service Recipient and are necessary to the generation of income by such Service Recipient or its Affiliates.

(d) There shall be no charge for services performed by Service Provider that merely duplicate a service that a Service Recipient is already performing for itself. Services which are provided under other agreements between Service Provider and each Service Recipient shall not be part of this Agreement.

3. REPORTS AND PAYMENTS.

(a) Each Service Recipient shall pay the Monthly Fee on such date as may be agreed to by the Parties, but no later than the 25th of each month. Any True-Up Amount shall be paid by Service Provider or Service Recipients, as applicable, within 30 days following written request of the Party entitled to receive a True-Up Amount hereunder. All payments shall be in immediately available US Dollars, unless otherwise agreed by Service Provider and such Service Recipient. Any undisputed amounts not paid within thirty days following the due date shall bear interest at the Default Rate.

(b) Service Provider shall retain all accounting records and related work papers and documents supporting the Monthly Fee and any True-Up Amount (collectively, "***Backup***") for a reasonable period of time consistent with Service Provider's records retention policies, and shall provide access to such Backup upon the reasonable request of any Service Recipient.

(c) ANY SERVICE RECIPIENT MAY, WITHIN 30 DAYS AFTER RECEIPT OF A CHARGE FROM SERVICE PROVIDER, TAKE WRITTEN EXCEPTION TO SUCH CHARGE, ON THE GROUND THAT THE SAME WAS NOT A REASONABLE COST INCURRED BY SERVICE PROVIDER OR ITS AFFILIATES IN CONNECTION WITH THE SERVICES. SERVICE RECIPIENT WILL NEVERTHELESS PAY IN FULL WHEN DUE THE FULL PAYMENT AMOUNT OWED TO SERVICE PROVIDER. SUCH PAYMENT SHALL NOT BE DEEMED A WAIVER OF THE RIGHT OF SERVICE 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 SERVICE PROVIDER IN CONNECTION WITH ITS PROVIDING THE SERVICES HEREUNDER, SUCH AMOUNT OR PORTION THEREOF (AS THE CASE MAY BE) WILL BE REFUNDED BY SERVICE PROVIDER TO SERVICE RECIPIENT TOGETHER WITH INTEREST THEREON AT THE DEFAULT RATE DURING THE PERIOD FROM THE DATE OF PAYMENT BY SERVICE RECIPIENT TO THE DATE OF REFUND BY SERVICE PROVIDER.

4. STANDARDS OF PERFORMANCE. Service Provider agrees to utilize ordinary care and diligence in rendering the Services provided for under this Agreement and to perform such Services in accordance with recognized practice in the industry. Without limiting the generality of any other provision hereof, it is not the intent of Service Provider or its Affiliates to render professional advice or opinions, whether with regard to tax, legal, treasury, finance, intellectual property, environmental, health and safety, employment or other matters; Service Recipients shall not rely on any Service rendered by or on behalf of Service Provider or its Affiliates for such professional advice or opinions; and notwithstanding a Service Recipient's receipt of any proposal, recommendation or suggestion in any way relating to tax, legal, treasury, finance, intellectual property, environmental, health and safety, employment or any other subject matter, such Service Recipient shall seek all third-party professional advice and opinions as it may desire or need, and, **in any event such Service Recipient shall be solely responsible for and assume all risks associated with the Services, except to the limited extent set forth herein**.

5. GRANT OF LICENSE TO USE MARKS. CVR Energy and CVR Partners (each, a "***Mark Owner***"), as applicable, each grant to Service Provider and Service Recipients (each, a "***Mark User***") 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:

(a) Each Mark User agrees to use the Marks only in the form and manner and with appropriate legends as reasonably prescribed from time to time by Mark Owner, and not to use any other names, logos or marks in combination with the Marks without prior approval of Mark Owner, provided that such approval shall not be unreasonably withheld, conditioned or delayed;

(b) Each Mark User agrees that the nature and quality of the Business and Goods will conform to standards currently applied by Mark Owner;

(c) Each Mark User will permit reasonable inspection of its operations, and will supply Mark Owner with specimens of use of the Marks upon request;

(d) Each Mark User acknowledges that Mark Owner owns all right, title and interest in and to the Marks, agrees that it will do nothing inconsistent with Mark Owner's ownership of the Marks and that all use of the Marks by Mark User will inure to the benefit of and be on behalf of Mark Owner;

(e) Each Mark User agrees that nothing in this Agreement will give Mark User any right, title or interest in the Marks, other than the right to use the Marks in accordance with this Agreement and each Mark User agrees that it will not attack the title of Mark Owner to the Marks or attack the validity of the license granted hereunder; and

(f) Each Mark User agrees that Mark Owner will have the sole right and discretion, but not the obligation, to bring infringement or unfair competition proceedings involving the Marks.

6. NON-EXCLUSIVITY. The Parties agree expressly that this Agreement shall be non-exclusive with respect to each Party and that, accordingly, (a) Service Provider may from time to time render similar advice and services to other companies; and (b) any Service Recipient may from time to time retain similar advice and services from other parties.

7. CONFIDENTIALITY.

(a) Service Recipients and Service Provider each acknowledge and agree that all documents, instruments, records, reports and information (regardless of how embodied or conveyed) which are received from the other Party during the Term (collectively, "***Confidential Information***") are highly confidential and shall be maintained in strict confidence. Accordingly, each of the Service Recipients and Service Provider agrees that it shall not, at any time during or after the expiration of this Agreement, use in a manner unauthorized by the disclosing Party, any Confidential Information of the disclosing Party or, without the prior written consent of the disclosing Party, directly or indirectly disclose any such Confidential Information to any other Person, other than to any Affiliate, provided that the receiving Party shall require the same agreement from such Affiliate to whom Confidential Information is disclosed.

(b) The term "Confidential Information" does not include any data or information which the receiving Party can establish is already known to the receiving Party at the time it was initially disclosed to the receiving Party. Furthermore, the term "Confidential Information" does not include any data or information which before being divulged by the receiving Party, the receiving Party can establish (a) has become generally known to the public through no wrongful act of the receiving Party or breach of its obligations under this Agreement; (b) has been rightfully received by the receiving Party from a third party without restriction on disclosure and without, to the knowledge of the receiving Party, a breach of an obligation of confidentiality running directly or indirectly to the disclosing Party; or (c) has been approved for release by a written authorization by the disclosing Party.

(c) In the event that the receiving Party is legally requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process, or, in the opinion of counsel for such Party, by federal or state securities or other statutes, regulations, or laws) to disclose any Confidential Information, such Party shall, to the extent practicable without violation of applicable legal requirements, promptly notify the disclosing Party of such requests or requirement prior to disclosure so that the disclosing Party may, at its expense, seek an appropriate protective order and/or waive compliance with the terms of this Agreement.

8. INDEMNIFICATION. Each Service Recipient shall indemnify, reimburse, defend and hold harmless Service Provider, its Affiliates and their respective successors and permitted assigns, together with their respective current and future employees, officers, members, managers, directors, agents and representatives (collectively the "***Indemnified Parties***"), from and against all losses, costs, damages, injuries, taxes, penalties, interests, expenses, obligations, claims and liabilities (joint or severable) of any

kind or nature whatsoever, including for injury, sickness, disease or death to employees or other persons (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 Service 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) the gross negligence, willful misconduct, bad faith or reckless disregard of such Indemnified Party in the performance of any Services hereunder; or

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

Each Service Recipient's obligation to indemnify, defend, reimburse and hold the Indemnified Parties harmless shall extend to and include, but not be limited to, claims, demands, judgments, liabilities and expenses resulting from the personal injury, sickness, disease or death of any persons, regardless of whether such Service Recipient has paid the person under the provisions of any workers' compensation statute or law, or other similar federal or state legislation for the protection of employees.

The rights of any Indemnified Party referred to above are in addition to any rights that such Indemnified Party otherwise has at law or in equity. Without the prior written consent of the Service Recipients, no Indemnified Party may 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 Service 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 Service 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 remain confidential. In the event that indemnification is provided for under any other agreements between CVR Energy or any of its Affiliates and any of the Service 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 applies as to such particular Losses and will supersede and be in lieu of any indemnification that would otherwise apply to such particular Losses under this Agreement.

In the event that any indemnity provisions of this Agreement are contrary to the law governing this Agreement, then the indemnity obligations applicable hereunder will be construed to be to the fullest extent allowed by applicable law.

9. EXPRESS NEGLIGENCE. EXCEPT AS OTHERWISE EXPRESSED THEREIN, THE INDEMNITY, RELEASES AND LIMITATIONS ON DAMAGES, RECOURSE AND LIABILITIES IN THIS AGREEMENT (INCLUDING SECTION 8) ARE INTENDED TO BE ENFORCEABLE AGAINST THE PARTIES IN ACCORDANCE WITH THE EXPRESS TERMS AND SCOPE THEREOF, **REGARDLESS OF CAUSE**.

10. LIMITATION OF DUTIES AND LIABILITIES. The relationship of Service Provider to Service Recipient pursuant to this Agreement is as an independent contractor and nothing in this Agreement shall be construed to impose on Service Provider or its Affiliates, or on any of their respective successors and permitted assigns, or on their respective employees, officers, members, managers, directors, agents and representatives (each, a "***Service Provider Party***"), an express or implied fiduciary duty. No Service Provider Party shall be liable for, and Service Recipient shall not take, or permit to be taken, any action against any Service Provider Party to hold such Service Provider Party liable for, (a) any error of judgment or mistake of law or for any liability or loss suffered by Service Recipient 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 Service Recipient. In no event, whether based on contract, indemnity, warranty, tort (including negligence), strict liability or otherwise, shall any Service Provider Party be liable for loss of profits or revenue or special, incidental, exemplary, punitive or consequential damages; provided, however, that the foregoing limitation does not preclude recourse to any insurance coverage maintained by the Parties pursuant to the requirements of this Agreement or otherwise.

11. TERM OF AGREEMENT/TERMINATION. This Agreement shall be effective from the Effective Date and shall continue in effect until January 1, 2025, and shall be automatically renewed for successive five-year terms (collectively, the "***Term***"), unless terminated by either Party at any time during the initial term or any renewal term by providing the other Party at least 90 days prior written notice of termination, or as otherwise agreed to by the Parties. Notwithstanding the foregoing, this Agreement shall automatically terminate as to a Party without any further action by any Party immediately prior to the time at which such Party ceases to be under common control (measured with respect to indirect equity ownership or, in the case of CVR Partners, ownership of its general partner) with the other Parties.

12. NOTICES. All notices, offers, acceptances, waivers and other communications under this Agreement shall be in writing and shall be deemed to have been given and received (i) upon receipt when delivered by hand, (ii) upon transmission, if sent by electronic mail transmission (in each case with receipt verified by electronic confirmation), or (iii) one business day after being sent by overnight courier or express delivery service; provided, that in each case the notice or other communication is sent to the address, electronic mail address set forth beneath the name of such Party below (or to such other address or electronic mail address as such Party shall have specified in a written notice given to the other Parties hereto):

(a) If to Service Provider:

CVR Services, LLC
2277 Plaza Drive, Suite 500
Sugar Land, Texas 77479
Attention: Chief Accounting Officer
Email: mwbley@CVREnergy.com
With a copy to the Office of the General Counsel at the above address
Email: LegalServices@CVREnergy.com

(b) If to any Service Recipient other than CVR Partners or one of its subsidiaries:

Service Recipient
2277 Plaza Drive, Suite 500
Sugar Land, Texas 77479
Attention: EVP & Chief Financial Officer
Email: tdjackson@CVREnergy.com
With a copy to the Office of the General Counsel at the above address
Email: LegalServices@CVREnergy.com

(c) If to any Service Recipient that is CVR Partners or one of its subsidiaries:

Service Recipient
2277 Plaza Drive, Suite 500
Sugar Land, Texas 77479

Attention: President & Chief Executive Officer
Email: mpytosh@CVREnergy.com
With a copy to the Office of the General Counsel at the above address
Email: LegalServices@CVREnergy.com

13. **ASSIGNMENT**. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of each of the Parties hereto and their respective successors and permitted assigns. Service Provider may not assign this Agreement or any rights, benefits or obligations set forth herein without the prior written consent of each Service Recipient. No Service Recipient may assign this Agreement or any rights, benefits or obligations set forth herein without the prior written consent of Service Provider.

14. **ENTIRE AGREEMENT**. This Agreement sets forth the entire agreement of the Parties and supersedes all prior representations, agreements and understandings, oral or written, between the Parties with respect to the matters contained herein. The Parties agree that all prior agreements between the Parties are hereby terminated to the extent they relate to Services.

15. **NO THIRD PARTY BENEFICIARIES.** The Parties each acknowledge and agree that there are no third party beneficiaries, including any employees of Service Provider or any Service Recipient, having rights under or with respect to this Agreement.

16. **MODIFICATION AND AMENDMENT**. This Agreement may be modified or amended only by a writing that is signed by both Parties and which expresses an intention to modify or amend this Agreement.

17. **GOVERNING LAW AND VENUE**. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Texas, without regard to conflict of law principles (whether of the State of Texas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Texas. Each Party hereby submits to the exclusive jurisdiction of the state and federal courts in the State of Texas and to venue in Houston, Texas, and hereby waives any objection thereto.

18. **COUNTERPARTS**. This Agreement may be executed in one or more counterparts, any one of which may be by facsimile, and all of which taken together shall constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by electronic transmission, including by electronic mail in portable document format (".pdf"), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by a combination of such means, shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of an original Agreement for all purposes. Signatures of the Parties transmitted by facsimile or other electronic transmission shall be deemed to be original signatures for all purposes.

19. **ATTORNEY-CLIENT PRIVILEGE.** In connection with the Services, no Party waives, or shall be construed to have waived, the attorney-client, attorney work product or similar privileges and protections, and such privileges and protections are hereby extended to and shared between Service Provider and Service Recipients in all respects.

20. **DEFINITIONS**.

(a) "***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, 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 Service Recipients shall not be deemed Affiliates of Service Provider). Notwithstanding anything herein to the contrary, no Person may be an Affiliate of either Service Recipient or Service Provider unless such Person is CVR Energy, Inc. or a wholly-owned subsidiary of CVR Energy, Inc.

(b) "***Agreement***" has the meaning set forth in the preamble.

(c) "***Allocations***" has the meaning set forth in Section 2(a).

(d) "***Backup***" has the meaning set forth in Section 3(b).

(e) "***Business and Goods***" has the meaning set forth in the Recitals.

(f) "***Confidential information***" has the meaning set forth in Section 7(a).

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

(h) "***Effective Date***" has the meaning set forth in the preamble.

(i) "***Indemnified Party***" has the meaning set forth in Section 8.

(j) "***Losses***" has the meaning set forth in Section 8.

(k) "***Marks***" has the meaning set forth in the Recitals.

(l) "***Mark Owner***" has the meaning set forth in Section 5.

(m) "***Mark User***" has the meaning set forth in Section 5.

(n) "***Monthly Fee***" shall have the meaning set forth in Section 2(a).

(o) "***Party***" has the meaning set forth in the preamble.

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

(q) "***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 any share-based compensation costs.

(r) "***Service Provider***" has the meaning set forth in the preamble.

(s) "***Service Provider Party***" has the meaning set forth in Section 10.

(t) "***Service Recipient***" has the meaning set forth in the preamble.

(u) "***Services***" has the meaning set forth in the Recitals.

(v) "***Shared Personnel***" means individuals who are employed by Service Provider or any of its Affiliates and provided on a part-time basis to the Service Recipients in connection with provision of the Services.

(w) "***Term***" has the meaning set forth in Section 11.

(x) "***True-Up Amount***" has the meaning set forth in Section 2(b).

[*Remainder of page intentionally left blank. Signature page follows.*]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth below, to be effective as of the date first written above.

CVR SERVICES, LLC

By: /s/ Matthew W. Bley
Name: Matthew W. Bley
Title: Chief Accounting Officer
Date: February 19, 2020

WYNNEWOOD ENERGY COMPANY, LLC

By: /s/ Tracy D. Jackson
Name: Tracy D. Jackson
Title: EVP & Chief Financial Officer
Date: February 19, 2020

WYNNEWOOD REFINING COMPANY, LLC

By: /s/ Tracy D. Jackson
Name: Tracy D. Jackson
Title: EVP & Chief Financial Officer
Date: February 19, 2020

COFFEYVILLE RESOURCES REFINING & MARKETING, LLC

By: /s/ Tracy D. Jackson
Name: Tracy D. Jackson
Title: EVP & Chief Financial Officer
Date: February 19, 2020

COFFEYVILLE RESOURCES CRUDE TRANSPORTATION, LLC

By: /s/ Tracy D. Jackson
Name: Tracy D. Jackson
Title: EVP & Chief Financial Officer
Date: February 19, 2020

COFFEYVILLE RESOURCES TERMINAL, LLC

By: /s/ Tracy D. Jackson
Name: Tracy D. Jackson
Title: EVP & Chief Financial Officer
Date: February 19, 2020

COFFEYVILLE RESOURCES PIPELINE, LLC

By: /s/ Tracy D. Jackson
Name: Tracy D. Jackson
Title: EVP & Chief Financial Officer
Date: February 19, 2020

CVR REFINING, LP
By: CVR Refining GP, LLC, its general partner

By: /s/ Tracy D. Jackson
Name: Tracy D. Jackson
Title: EVP & Chief Financial Officer
Date: February 19, 2020

CVR REFINING GP, LLC

By: /s/ Tracy D. Jackson
Name: Tracy D. Jackson
Title: EVP & Chief Financial Officer
Date: February 19, 2020

CVR REFINING, LLC

By: /s/ Tracy D. Jackson
Name: Tracy D. Jackson
Title: EVP & Chief Financial Officer
Date: February 19, 2020

COFFEYVILLE RESOURCES NITROGEN FERTILIZER, LLC

By: /s/ Mark A. Pytosh
Name: Mark A. Pytosh
Title: President & Chief Executive Officer
Date: February 19, 2020

EAST DUBUQUE NITROGEN FERTILIZER, LLC

By: /s/ Mark A. Pytosh
Name: Mark A. Pytosh
Title: President & Chief Executive Officer
Date: February 19, 2020

CVR NITROGEN HOLDINGS, LLC

By: /s/ Mark A. Pytosh
Name: Mark A. Pytosh
Title: President & Chief Executive Officer
Date: February 19, 2020

CVR NITROGEN, LLC

By: /s/ Mark A. Pytosh
Name: Mark A. Pytosh
Title: President & Chief Executive Officer
Date: February 19, 2020

CVR NITROGEN, LP
By: CVR Nitrogen GP, LLC, its general partner

By: /s/ Mark A. Pytosh
Name: Mark A. Pytosh
Title: President & Chief Executive Officer
Date: February 19, 2020

CVR NITROGEN FINANCE CORPORATION

By: /s/ Mark A. Pytosh
Name: Mark A. Pytosh
Title: President & Chief Executive Officer
Date: February 19, 2020

CVR PARTNERS, LP
By CVR GP, LLC, its general partner

By: /s/ Mark A. Pytosh
Name: Mark A. Pytosh
Title: President & Chief Executive Officer
Date: February 19, 2020

CVR GP, LLC

By: /s/ Mark A. Pytosh
Name: Mark A. Pytosh
Title: President & Chief Executive Officer
Date: February 19, 2020

CVR ENERGY, INC.

By: /s/ Tracy D. Jackson
Name: Tracy D. Jackson
Title: EVP & Chief Financial Officer
Date: February 19, 2020

WYNNEWOOD INSURANCE CORPORATION

By: /s/ Tracy D. Jackson
Name: Tracy D. Jackson
Title: EVP & Chief Financial Officer
Date: February 19, 2020

CVR AVIATION, LLC

By: /s/ Tracy D. Jackson
Name: Tracy D. Jackson
Title: EVP & Chief Financial Officer
Date: February 19, 2020

CVR ENERGY HOLDINGS, INC.

By: /s/ Tracy D. Jackson
Name: Tracy D. Jackson
Title: EVP & Chief Financial Officer
Date: February 19, 2020

EXHIBIT A

Service Recipients

1. Wynnewood Energy Company, LLC a Delaware limited liability company
2. Wynnewood Refining Company, LLC, a Delaware limited liability company
3. Coffeyville Resources Refining & Marketing, LLC, a Delaware limited liability company
4. Coffeyville Resources Crude Transportation, LLC, a Delaware limited liability company
5. Coffeyville Resources Terminal, LLC, a Delaware limited liability company
6. Coffeyville Resources Pipeline, LLC, a Delaware limited liability company
7. CVR Refining, LP, a Delaware limited partnership
8. CVR Refining GP, LLC, a Delaware limited liability company
9. CVR Refining, LLC, a Delaware limited liability company
10. Coffeyville Resources Nitrogen Fertilizer, LLC, a Delaware limited liability company
11. East Dubuque Nitrogen Fertilizer, LLC, a Delaware limited liability company
12. CVR Nitrogen Holdings, LLC, a Delaware limited liability company
13. CVR Nitrogen, LLC, a Delaware limited liability company
14. CVR Nitrogen, LP, a Delaware limited partnership
15. CVR Nitrogen Finance Corporation, a Delaware corporation
16. CVR Partners, LP, a Delaware limited partnership ("***CVR Partners***")
17. CVR GP, LLC
18. CVR Energy, Inc., a Delaware corporation ("***CVR Energy***")
19. Wynnewood Insurance Corporation, a Delaware corporation
20. CVR Aviation, LLC, a Delaware limited liability company
21. CVR Energy Holdings, Inc., a Delaware corporation

EXHIBIT B

The following comprise the Services to be provided by Service Provider to Service Recipient under this Agreement:

1. Executive Services. Services in capacities equivalent to the capacities of corporate executive officers, except that the persons serving in such capacities will serve in such capacities as Shared Personnel on a shared, part-time basis only, unless and to the extent otherwise agreed by Services Provider.

2. Information Technology ("***IT***") Management Services. Management of IT resources to facilitate business of Service Recipients.

3. SOX Compliance. Consultation, audit and other services relating to compliance with the Sarbanes-Oxley Act of 2002, as amended ("***SOX***"), including maintenance of a control environment structure sufficient to satisfy any Service Recipient's obligations under and compliance with SOX.

4. Accounting, Analysis and Audit Services. Accounting services including establishing and maintaining books and records of Service Recipients in accordance with customary practice and generally accepted accounting principles and performance of external reporting, including filings with the Securities and Exchange Commission. Coordination of external audit services. Financial analysis including forecasting, annual budgeting and business analytics and reporting.

5. Tax Services. Tax services including attending to the timely calculation and payment of taxes, the filing of all tax returns due, and assistance with tax audits and other tax documentation or needs encountered by Service Recipients.

6. Treasury and Investor Relations Services. Treasury services including liquidity and capital resources management, credit and related activities, risk management relating to credit activities, debt compliance activities and capital structure services including recommending to the board of directors or other governing authority of any Service Recipient (a) capital raising activities, including the issuance of debt or equity securities of Service Recipient, the entry into credit facilities or other credit arrangements, structured financings or other capital market transactions, or (b) changes or other modifications in the capital structure of Service Recipient, including repurchases. Services relating to engagement with investors, participation in investor conferences and related services.

7. Legal Services. Legal services relating to contracts, regulatory matters, finance, corporate governance, mergers and acquisitions and all other legal matters of the Service Recipients including management and oversight of litigation, administrative or regulatory proceedings, investigations or any other reviews of Service Recipients' business or operations that may arise in the ordinary course of business or otherwise, subject to the approval of the board of directors or other governing authority of such Service Recipient 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.

8. Corporate Compliance and Enterprise Risk Management Services. Administration of corporate compliance and enterprise risk management functions including maintenance and administration of whistleblower hotlines, enterprise risk management and mapping, monitoring of emerging enterprise risks and related activities.

9. Business Development Services. Corporate planning and business development including mergers and acquisitions activity and related services.

10. Environmental, Health, Safety & Security ("***EHS&S***") Advisory Services. Corporate oversight over certain EHS&S compliance programs including management of corporate audits, facility support, engagement with regulators, periodic reporting and related services, provided that no EHS&S services provided hereunder shall replace or impair the sole responsibility of each facility for EHS&S at each such facility.

11. Corporate Affairs Services. Government affairs services including advocacy and lobbying; corporate communications services including employee engagement, media engagement and public relations; charitable giving services including management of community impact committees and related activities; and advertising and sponsorship services.

12. Human Resources ("***HR***") Services. Corporate HR services including management and administration of investment and benefits committees, employee services, labor relations management, and other related activities.

13. Insurance Services. Corporate insurance and related services including establishing and maintaining appropriate insurance policies with respect to Service Recipients' business and operations, management of claims and other insurance-related risk management services.

14. Consultant Services. Services relating to the engagement or recommendation to Service Recipients of agents, consultants or other third-party service providers, including accountants, lawyers or experts, in each case, as may be necessary or appropriate from time to time.

15. Other Services. Any other services as may be agreed to between Service Provider and Service Recipient from time to time.

Exhibit B

EXHIBIT C

All Marks owned by CVR Energy

All Marks owned by CVR Partners

CVR PARTNERS, LP
LONG-TERM INCENTIVE PLAN
EMPLOYEE PHANTOM UNIT AGREEMENT

THIS AGREEMENT (this "Agreement"), made as of the) ____ day of _____ (the "Grant Date"), between CVR Partners, LP, a Delaware limited partnership (the "Partnership"), and the individual grantee designated on the signature page hereof (the "Grantee").

WHEREAS, the board of directors of CVR GP, LLC, a Delaware limited liability company (the "General Partner"), has adopted the CVR Partners, LP Long-Term Incentive Plan (the "Plan") in order to provide an additional incentive to certain of the Partnership's and its Subsidiaries' and Parents' employees, officers, consultants and directors; and

WHEREAS, the Committee responsible for administration of the Plan has authorized the grant of Phantom Units to the Grantee as provided herein.

NOW, THEREFORE, the parties hereto agree as follows:

1. Grant of Phantom Units.

(a) The Partnership hereby grants to the Grantee, and the Grantee hereby accepts from the Partnership on the terms and conditions set forth in this Agreement, an award of _____ Phantom Units. Subject to the terms of this Agreement, each Phantom Unit represents the right of the Grantee to receive, if such Phantom Unit becomes vested, a cash payment equal to the average closing price of the Units for the 10 business days preceding the applicable date of vesting pursuant to Section 2 or Section 3(a) or (b). The reference to the Units of the Partnership is used herein solely to calculate the cash payout, if any, to be awarded to the Grantee in accordance with this Agreement, and does not create any separate rights with respect to the Units of the Partnership or otherwise.

(b) This Agreement shall be construed in accordance with and consistent with, and subject to, the provisions of the Plan (the provisions of which are incorporated herein by reference). Except as otherwise expressly set forth herein, the capitalized terms used in this Agreement shall have the same definitions as set forth in the Plan.

2. Vesting Date.

The Phantom Units are unvested on and after the Grant Date and shall vest, with respect to thirty-three and one-third percent (33 – 1/3%) of the total number of Phantom Units granted hereunder, on _____, _____, and _____ (each such date, a "Vesting Date"), provided the Grantee continues to serve as an employee of the Partnership or its Subsidiaries or Parents through the applicable Vesting Date.

3. Termination of Employment.

(a) In the event of the Grantee's termination of employment with the Partnership or one of its Subsidiaries or Parents prior to any Vesting Date by reason of his or her death or Disability, then any Phantom Units scheduled to vest in the year in which such event occurs shall become immediately vested, and all other Phantom Units shall be deemed forfeited and Grantee shall have no rights with respect thereto.

(b) If the Grantee's employment is terminated by the Partnership or one of its Subsidiaries or Parents other than for Cause or Disability, then any Phantom Units scheduled to vest in the year in which such event occurs shall become immediately vested, and all other Phantom Units shall be deemed forfeited and Grantee shall have no rights with respect thereto.

(c) Any Phantom Units that do not become vested in connection with the Grantee's termination of employment in accordance with Sections 3(a) or (b) of this Agreement shall be forfeited immediately upon the Grantee's termination of employment.

(d) To the extent any payments provided for under this Agreement are treated as "nonqualified deferred compensation" subject to Section 409A of the Code, (i) this Agreement shall be interpreted, construed and operated in accordance with Section 409A of the Code and the Treasury regulations and other guidance issued thereunder, (ii) if on the date of the Grantee's separation from service (as defined in Treasury Regulation §1.409A-1(h)) with the Partnership or its Subsidiaries or Parents the Grantee is a specified employee (as defined in Section 409A of the Code and Treasury Regulation §1.409A-1(i)), no payment constituting the "deferral of compensation" within the meaning of Treasury Regulation §1.409A-1(b) and after application of the exemptions provided in Treasury Regulation §§1.409A-1(b)(4) and 1.409A-1(b)(9)(iii) shall be made to the Grantee at any time prior to the earlier of (A) the expiration of the six (6) month period following the Grantee's separation from service or (B) the Grantee's death, and any such amounts deferred during such applicable period shall instead be paid in a lump sum to the Grantee (or, if applicable, to the Grantee's estate) on the first payroll payment date following expiration of such six (6) month period or, if applicable, the Grantee's death, and (iii) for purposes of conforming this Agreement to Section 409A of the Code, any reference to termination of employment, severance from employment, resignation from employment or similar terms shall mean and be interpreted as a "separation from service" as defined in Treasury Regulation §1.409A-1(h). For purposes of applying Section 409A of the Code to this Agreement (including, without limitation, for purposes of Treasury Regulation Section 1.409A-2(b)(2)(iii)), each payment that the Grantee may be entitled to receive under this Agreement shall be treated as a separate and distinct payment and shall not collectively be treated as a single payment.

4. Distribution Equivalent Rights

The Partnership hereby grants to the Grantee, and the Grantee hereby accepts from the Partnership, one Distribution Equivalent Right for each Phantom Unit granted herein equal to the cash value of all distributions declared and paid by the Partnership on Units from the Grant Date to and including the Vesting Date. The reference to the cash value of such

distributions is used herein solely to calculate the cash payout, if any, to be awarded in respect of such Distribution Equivalent Rights and does not create any separate rights with respect to the Distribution Equivalent Rights. The payment of Distribution Equivalent Rights will be deferred until and conditioned upon the underlying Phantom Units becoming vested pursuant to Section 2 or 3 hereof. Upon each Vesting Date, Distribution Equivalent Rights on all vested Phantom Units, with no interest thereon, shall become payable to the Grantee in accordance with Section 5 hereof.

5. Payment Date.

Within 15 business days following (i) each Vesting Date, or (ii) if, prior to any Vesting Date, the Grantee's termination of employment with the Partnership or its Subsidiaries or Parents under circumstances described in Section 3(a) or (b), the date of such termination of employment, the Partnership will deliver to the Grantee the cash payment underlying the Phantom Units and Distribution Equivalent Rights (if any) that become vested pursuant to Section 2 or 3 of this Agreement.

6. Non-transferability.

The Phantom Units may not be sold, transferred or otherwise disposed of and may not be pledged or otherwise hypothecated, other than by will or by the laws of descent or distribution. The Phantom Units shall not be subject to execution, attachment or other process.

7. Incentive Compensation Recoupment.

(a) In the event of a restatement of the Partnership's (or any of its Subsidiaries') financial results that would reduce (or would have reduced) the amount of any previously awarded Phantom Units to Grantee, any related outstanding Phantom Units will be cancelled or reduced accordingly as determined by the Board or Committee in its sole and absolute discretion. For Phantom Units that have been paid, the Grantee shall be obligated and required to pay over to the Partnership an amount equal to any gain realized by Grantee in respect of such Phantom Units.

(b) The Board or the Committee may at any time, in its sole and absolute discretion, cancel, declare forfeited, rescind, or require the return of any outstanding Phantom Units (or a portion thereof) upon the Board or Committee determining, at any time (whether before or after the Grant Date), that the Grantee has engaged in misconduct (including by omission) or that an event or condition has occurred, which, in each case, would have given the Partnership or its Subsidiaries the right to terminate the Grantee's employment for Cause. In addition, at any time following any payment in respect of the Phantom Units, the Board or Committee may, in its sole and absolute discretion, rescind any such payment and require the repayment of such amounts (or a portion thereof) upon the Board or Committee determining, at any time (whether before or after the payment date), that the Grantee has engaged in misconduct (including by omission) or that an event or condition has occurred, which, in each case, would

have given the Partnership or its Subsidiaries the right to terminate the Grantee's employment for Cause.

(c) The Board's or Committee's determination that the Grantee has engaged in misconduct (including by omission), or that an event or condition has occurred, which, in each case, would have given the Partnership or its Subsidiaries the right to terminate the Grantee's employment for Cause, and its decision to require rescission of any payment made in respect of the Phantom Units, shall be conclusive, binding, and final on all parties. The Board's or Committee's determination that the Grantee has violated the terms of this Agreement (or any other agreement between Grantee and the Partnership or any of its affiliates), and the Board's or Committee's decision to cancel, declare forfeited, or rescind the Phantom Units (or any portion thereof) or to require rescission of any payment made in respect thereof shall be conclusive, binding, and final on all parties. In connection with any cancellation, forfeiture or rescission contemplated by this Section 10, the terms of repayment by the Grantee shall be determined in the Board's and/or Committee's sole and absolute discretion, which may include, among other terms, the repayment being required to be made (i) in one or more installments or payroll deductions or deducted from future bonus payments or (ii) immediately in a lump sum in the event that the Grantee incurs a termination of employment.

(d) To the extent not prohibited under applicable law, the Partnership, in its sole and absolute discretion, will have the right to set off (or cause to be set off) any amounts otherwise due to the Grantee from the Partnership (or any of its affiliates) in satisfaction of any repayment obligation of the Grantee hereunder, provided that any such amounts are exempt from, or set off in a manner intended to comply with the requirements of, Section 409A of the Code.

(e) If the Partnership subsequently determines that it is required by law to apply a "clawback" or alternate recoupment provision to the Phantom Units granted hereunder, under the Dodd-Frank Wall Street Reform and Consumer Protection Act or otherwise, then such clawback or recoupment provision also shall apply to such Phantom Units, as if it had been included on the effective date of this Agreement.

8. No Right to Continued Employment.

Nothing in this Agreement or the Plan shall be interpreted or construed to confer upon the Grantee any right with respect to continuance of employment by the Partnership or any of its Subsidiaries or Parents, nor shall this Agreement or the Plan interfere in any way with the right of the Partnership and its Subsidiaries and Parents to terminate the Grantee's employment therewith at any time.

9. Withholding of Taxes.

The Grantee shall pay to the Partnership, or the Partnership and the Grantee shall agree on such other arrangements necessary for the Grantee to pay, the applicable federal, state and local income taxes required by law to be withheld (the "Withholding Taxes"), if any, upon

the vesting or payment of the Phantom Units. The Partnership shall have the right to deduct from any payment of cash to the Grantee an amount equal to the Withholding Taxes in satisfaction of the Grantee's obligation to pay Withholding Taxes.

10. Grantee Bound by the Plan.

The Grantee hereby acknowledges receipt of a copy of the Plan and agrees to be bound by all the terms and provisions thereof.

11. Modification of Agreement.

This Agreement may be modified, amended, suspended or terminated, and any terms or conditions may be waived, but only by a written instrument executed by the parties hereto; provided, however, that the Partnership may modify or amend this Agreement without the written consent of the Grantee to the extent that such action is necessary for compliance with an applicable law, regulation or exchange requirement that impacts this Agreement. No waiver by either party hereto of any breach by the other party hereto of any provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions at the time or at any prior or subsequent time.

12. Severability.

Should any provision of this Agreement be held by a court of competent jurisdiction to be unenforceable or invalid for any reason, the remaining provisions of this Agreement shall not be affected by such holding and shall continue in full force in accordance with their terms.

13. Governing Law.

The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of New York without giving effect to the conflicts of laws principles thereof.

14. Entire Understanding.

This Agreement embodies the entire understanding and agreement of the parties in relation to the subject matter hereof, and no promise, condition, representation or warranty, expressed or implied, not herein stated, shall bind either party hereto.

15. Rights as Equity Holder.

In no event whatsoever shall the Grantee possess any incidents of ownership in any equity of the Partnership with respect to the Phantom Units granted hereunder.

16. Successors in Interest.

This Agreement shall inure to the benefit of and be binding upon any successor to the Partnership. This Agreement shall inure to the benefit of the Grantee's beneficiaries, heirs, executors, administrators, successors and legal representatives. All obligations imposed upon the Grantee and all rights granted to the Partnership under this Agreement shall be final, binding and conclusive upon the Grantee's beneficiaries, heirs, executors, administrators, successors and legal representatives.

17. Unfunded Status.

The Phantom Units constitute an unfunded and unsecured promise of the Partnership to deliver (or cause to be delivered) to the Grantee, subject to the terms and conditions of this Agreement, cash on the applicable vesting date for the applicable portion of such Phantom Units as provided herein. By accepting this grant of Phantom Units, the Grantee understands that this grant does not confer any legal or equitable right (other than those constituting the Phantom Units) against the Partnership or any of its Affiliates, directly or indirectly, or give rise to any cause of action at law or in equity against the Partnership or any of its Affiliates. The rights of the Grantee (or any person claiming through the Grantee) under this Agreement shall be solely those of an unsecured general creditor of the Partnership.

18. Resolution of Disputes.

Any dispute or disagreement which may arise under, or as a result of, or in any way relate to, the interpretation, construction or application of this Agreement shall be determined by the Committee (in its sole and absolute discretion). Any determination made hereunder shall be final, binding and conclusive on the Grantee and the Partnership for all purposes.

[signature page follows]

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

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

_____
Name:

GRANTEE

_____
Name:

CVR PARTNERS, LP
LONG-TERM INCENTIVE PLAN
EMPLOYEE PHANTOM UNIT AGREEMENT

THIS AGREEMENT (this "Agreement"), made as of the ___ day of _____ (the "Grant Date"), between CVR Partners, LP, a Delaware limited partnership (the "Partnership"), and the individual grantee designated on the signature page hereof (the "Grantee").

WHEREAS, the board of directors of CVR GP, LLC, a Delaware limited liability company (the "General Partner"), has adopted the CVR Partners, LP Long-Term Incentive Plan (the "Plan") in order to provide an additional incentive to certain of the Partnership's and its Subsidiaries' and Parents' employees, officers, consultants and directors; and

WHEREAS, the Committee responsible for administration of the Plan has authorized the grant of Phantom Units to the Grantee as provided herein.

NOW, THEREFORE, the parties hereto agree as follows:

1. Grant of Phantom Units.

(a) The Partnership hereby grants to the Grantee, and the Grantee hereby accepts from the Partnership on the terms and conditions set forth in this Agreement, an award of _____ Phantom Units. Subject to the terms of this Agreement, each Phantom Unit represents the right of the Grantee to receive, if such Phantom Unit becomes vested, a cash payment equal to the average closing price of the Units for the 10 business days preceding the applicable date of vesting pursuant to Section 2 or Section 3(a). The reference to the Units of the Partnership is used herein solely to calculate the cash payout, if any, to be awarded to the Grantee in accordance with this Agreement, and does not create any separate rights with respect to the Units of the Partnership or otherwise.

(b) This Agreement shall be construed in accordance with and consistent with, and subject to, the provisions of the Plan (the provisions of which are incorporated herein by reference). Except as otherwise expressly set forth herein, the capitalized terms used in this Agreement shall have the same definitions as set forth in the Plan.

2. Vesting Date.

The Phantom Units are unvested on and after the Grant Date and shall vest, with respect to thirty-three and one-third percent (33 – 1/3%) of the total number of Phantom Units granted hereunder, on _____, _____, and _____, (each such date, a "Vesting Date"), provided the Grantee continues to serve as an employee of the Partnership or its Subsidiaries or Parents through the applicable Vesting Date.

3. Termination of Employment.

(a) In the event of the Grantee's termination of employment with the Partnership or one of its Subsidiaries or Parents prior to any Vesting Date by reason of his or her death or Disability, then any Phantom Units scheduled to vest in the year in which such event occurs shall become immediately vested, and all other Phantom Units shall be deemed forfeited and Grantee shall have no rights with respect thereto.

(b) Any Phantom Units that do not become vested in connection with the Grantee's termination of employment in accordance with Section 3(a) of this Agreement shall be forfeited immediately upon the Grantee's termination of employment.

(c) To the extent any payments provided for under this Agreement are treated as "nonqualified deferred compensation" subject to Section 409A of the Code, (i) this Agreement shall be interpreted, construed and operated in accordance with Section 409A of the Code and the Treasury regulations and other guidance issued thereunder, (ii) if on the date of the Grantee's separation from service (as defined in Treasury Regulation §1.409A-1(h)) with the Partnership or its Subsidiaries or Parents the Grantee is a specified employee (as defined in Section 409A of the Code and Treasury Regulation §1.409A-1(i)), no payment constituting the "deferral of compensation" within the meaning of Treasury Regulation §1.409A-1(b) and after application of the exemptions provided in Treasury Regulation §§1.409A-1(b)(4) and 1.409A-1(b)(9)(iii) shall be made to the Grantee at any time prior to the earlier of (A) the expiration of the six (6) month period following the Grantee's separation from service or (B) the Grantee's death, and any such amounts deferred during such applicable period shall instead be paid in a lump sum to the Grantee (or, if applicable, to the Grantee's estate) on the first payroll payment date following expiration of such six (6) month period or, if applicable, the Grantee's death, and (iii) for purposes of conforming this Agreement to Section 409A of the Code, any reference to termination of employment, severance from employment, resignation from employment or similar terms shall mean and be interpreted as a "separation from service" as defined in Treasury Regulation §1.409A-1(h). For purposes of applying Section 409A of the Code to this Agreement (including, without limitation, for purposes of Treasury Regulation Section 1.409A-2(b)(2)(iii)), each payment that the Grantee may be entitled to receive under this Agreement shall be treated as a separate and distinct payment and shall not collectively be treated as a single payment.

4. Distribution Equivalent Rights

The Partnership hereby grants to the Grantee, and the Grantee hereby accepts from the Partnership, one Distribution Equivalent Right for each Phantom Unit granted herein equal to the cash value of all distributions declared and paid by the Partnership on Units from the Grant Date to and including the Vesting Date. The reference to the cash value of such distributions is used herein solely to calculate the cash payout, if any, to be awarded in respect of such Distribution Equivalent Rights and does not create any separate rights with respect to the Distribution Equivalent Rights. The payment of Distribution Equivalent Rights will be deferred until and conditioned upon the underlying Phantom Units becoming vested pursuant to Section 2 or 3 hereof. Upon each Vesting Date, Distribution Equivalent Rights on all vested Phantom

Units, with no interest thereon, shall become payable to the Grantee in accordance with Section 5 hereof.

5. Payment Date.

Within 15 business days following (i) each Vesting Date, or (ii) if, prior to any Vesting Date, the Grantee's termination of employment with the Partnership or its Subsidiaries or Parents under circumstances described in Section 3(a), the date of such termination of employment, the Partnership will deliver to the Grantee the cash payment underlying the Phantom Units and Distribution Equivalent Rights (if any) that become vested pursuant to Section 2 or 3 of this Agreement.

6. Non-transferability.

The Phantom Units may not be sold, transferred or otherwise disposed of and may not be pledged or otherwise hypothecated, other than by will or by the laws of descent or distribution. The Phantom Units shall not be subject to execution, attachment or other process.

7. Incentive Compensation Recoupment.

(a) In the event of a restatement of the Partnership's (or any of its Subsidiaries') financial results that would reduce (or would have reduced) the amount of any previously awarded Phantom Units to Grantee, any related outstanding Phantom Units will be cancelled or reduced accordingly as determined by the Board or Committee in its sole and absolute discretion. For Phantom Units that have been paid, the Grantee shall be obligated and required to pay over to the Partnership an amount equal to any gain realized by Grantee in respect of such Phantom Units.

(b) The Board or the Committee may at any time, in its sole and absolute discretion, cancel, declare forfeited, rescind, or require the return of any outstanding Phantom Units (or a portion thereof) upon the Board or Committee determining, at any time (whether before or after the Grant Date), that the Grantee has engaged in misconduct (including by omission) or that an event or condition has occurred, which, in each case, would have given the Partnership or its Subsidiaries the right to terminate the Grantee's employment for Cause. In addition, at any time following any payment in respect of the Phantom Units, the Board or Committee may, in its sole and absolute discretion, rescind any such payment and require the repayment of such amounts (or a portion thereof) upon the Board or Committee determining, at any time (whether before or after the payment date), that the Grantee has engaged in misconduct (including by omission) or that an event or condition has occurred, which, in each case, would have given the Partnership or its Subsidiaries the right to terminate the Grantee's employment for Cause.

(c) The Board's or Committee's determination that the Grantee has engaged in misconduct (including by omission), or that an event or condition has occurred, which, in each case, would have given the Partnership or its Subsidiaries the right to terminate the Grantee's

employment for Cause, and its decision to require rescission of any payment made in respect of the Phantom Units, shall be conclusive, binding, and final on all parties. The Board's or Committee's determination that the Grantee has violated the terms of this Agreement (or any other agreement between Grantee and the Partnership or any of its affiliates), and the Board's or Committee's decision to cancel, declare forfeited, or rescind the Phantom Units (or any portion thereof) or to require rescission of any payment made in respect thereof shall be conclusive, binding, and final on all parties. In connection with any cancellation, forfeiture or rescission contemplated by this Section 10, the terms of repayment by the Grantee shall be determined in the Board's and/or Committee's sole and absolute discretion, which may include, among other terms, the repayment being required to be made (i) in one or more installments or payroll deductions or deducted from future bonus payments or (ii) immediately in a lump sum in the event that the Grantee incurs a termination of employment.

(d) To the extent not prohibited under applicable law, the Partnership, in its sole and absolute discretion, will have the right to set off (or cause to be set off) any amounts otherwise due to the Grantee from the Partnership (or any of its affiliates) in satisfaction of any repayment obligation of the Grantee hereunder, provided that any such amounts are exempt from, or set off in a manner intended to comply with the requirements of, Section 409A of the Code.

(e) If the Partnership subsequently determines that it is required by law to apply a "clawback" or alternate recoupment provision to the Phantom Units granted hereunder, under the Dodd-Frank Wall Street Reform and Consumer Protection Act or otherwise, then such clawback or recoupment provision also shall apply to such Phantom Units, as if it had been included on the effective date of this Agreement.

8. No Right to Continued Employment.

Nothing in this Agreement or the Plan shall be interpreted or construed to confer upon the Grantee any right with respect to continuance of employment by the Partnership or any of its Subsidiaries or Parents, nor shall this Agreement or the Plan interfere in any way with the right of the Partnership and its Subsidiaries and Parents to terminate the Grantee's employment therewith at any time.

9. Withholding of Taxes.

The Grantee shall pay to the Partnership, or the Partnership and the Grantee shall agree on such other arrangements necessary for the Grantee to pay, the applicable federal, state and local income taxes required by law to be withheld (the "Withholding Taxes"), if any, upon the vesting or payment of the Phantom Units. The Partnership shall have the right to deduct from any payment of cash to the Grantee an amount equal to the Withholding Taxes in satisfaction of the Grantee's obligation to pay Withholding Taxes.

10. Grantee Bound by the Plan.

The Grantee hereby acknowledges receipt of a copy of the Plan and agrees to be bound by all the terms and provisions thereof.

11. Modification of Agreement.

This Agreement may be modified, amended, suspended or terminated, and any terms or conditions may be waived, but only by a written instrument executed by the parties hereto; provided, however, that the Partnership may modify or amend this Agreement without the written consent of the Grantee to the extent that such action is necessary for compliance with an applicable law, regulation or exchange requirement that impacts this Agreement. No waiver by either party hereto of any breach by the other party hereto of any provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions at the time or at any prior or subsequent time.

12. Severability.

Should any provision of this Agreement be held by a court of competent jurisdiction to be unenforceable or invalid for any reason, the remaining provisions of this Agreement shall not be affected by such holding and shall continue in full force in accordance with their terms.

13. Governing Law.

The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of New York without giving effect to the conflicts of laws principles thereof.

14. Entire Understanding.

This Agreement embodies the entire understanding and agreement of the parties in relation to the subject matter hereof, and no promise, condition, representation or warranty, expressed or implied, not herein stated, shall bind either party hereto.

15. Rights as Equity Holder.

In no event whatsoever shall the Grantee possess any incidents of ownership in any equity of the Partnership with respect to the Phantom Units granted hereunder.

16. Successors in Interest.

This Agreement shall inure to the benefit of and be binding upon any successor to the Partnership. This Agreement shall inure to the benefit of the Grantee’s beneficiaries, heirs, executors, administrators, successors and legal representatives. All obligations imposed upon the Grantee and all rights granted to the Partnership under this Agreement shall be final, binding and

conclusive upon the Grantee's beneficiaries, heirs, executors, administrators, successors and legal representatives.

17. Unfunded Status.

The Phantom Units constitute an unfunded and unsecured promise of the Partnership to deliver (or cause to be delivered) to the Grantee, subject to the terms and conditions of this Agreement, cash on the applicable vesting date for the applicable portion of such Phantom Units as provided herein. By accepting this grant of Phantom Units, the Grantee understands that this grant does not confer any legal or equitable right (other than those constituting the Phantom Units) against the Partnership or any of its Affiliates, directly or indirectly, or give rise to any cause of action at law or in equity against the Partnership or any of its Affiliates. The rights of the Grantee (or any person claiming through the Grantee) under this Agreement shall be solely those of an unsecured general creditor of the Partnership.

18. Resolution of Disputes.

Any dispute or disagreement which may arise under, or as a result of, or in any way relate to, the interpretation, construction or application of this Agreement shall be determined by the Committee (in its sole and absolute discretion). Any determination made hereunder shall be final, binding and conclusive on the Grantee and the Partnership for all purposes.

[signature page follows]

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

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

_____
Name:

GRANTEE

_____
Name:

CVR Partners, LP
Performance-Based Bonus Plan

Philosophy / Background
CVR Partners, LP (the “Company”) is committed to wages and benefits that are competitive with a market-based, pay-for-performance compensation philosophy, providing such base pay, bonus and long-term incentive awards in line with those of the fertilizer industry. This Performance-Based Bonus Plan (the “Plan”) is intended to reward high performance employees, and to retain these employees in critical roles, through the issuance of bonus awards (each, a “Bonus”).

Administration
The Plan is maintained and administered by, or under the direction of, the Compensation Committee (the "Compensation Committee") of the board of directors (the “Board”) of the general partner of the Company with respect to employees of the Company and its subsidiaries, excluding CVR Energy, Inc. (“CVI”), CVR Refining, LP (“CVRR”), their respective general partners and their respective subsidiaries (references to “employees” within this Plan are references to all employees of the foregoing entities).

The Compensation Committee shall annually approve all salaries, targets and bonus metrics for employees in Grade E14 and above, and shall annually approve a total bonus pool for employees in Grade E13 and below. The Compensation Committee delegates to the Chief Executive Officer the authority to approve payouts from such total bonus pool to employees in Grade E13 and below, in his sole discretion. The Chief Executive Officer shall also be responsible for assigning salaries, bonus targets, and Grade levels to employees in Grade 13 and below.

In the event of a claim or dispute brought forth by any employee with a Grade level of E13 or below, the decision of the Chief Executive as to the facts in the case and the meaning and intent of any provision of the Plan, or its application, shall be final, binding, and conclusive. In the event of a claim or dispute brought forth by any employee with a Grade level of E14 or above, the decision of the Compensation Committee as to the facts in the case and the meaning and intent of any provision of the Plan, or its application, shall be final, binding, and conclusive.

The Plan described herein does not create a contractual obligation on the part of the Company. The Company expressly reserves the right to modify, discontinue, or otherwise change the Plan outlined in this document at the sole and absolute discretion of the Company without advance notice.

Introduction
The purpose of the Plan and any Bonus to be paid hereunder is to enhance the Company’s ability to attract, motivate, reward and retain employees, and to strengthen their commitment to the success of the Company.

Eligibility and Administration
Bonuses are made based on the applicable calendar year during which the employees performed the services and are generally paid (to the extent payable) after the financials have been audited and within 90 days of the end of the calendar year (the “Performance Period” or “Period”).

Generally, only exempt, non-exempt and non-union hourly employees are eligible to receive a Bonus, provided that, to receive a Bonus, an employee must: (i) be actively employed with the Company for at least 180 days during the calendar year; (ii) consistently perform at or above expectations for their role; (iii) be actively employed on the date of payout and not on a performance improvement plan or in

corrective or disciplinary action status as a result of poor performance during the Performance Period. Employees hired prior to October 1 during the Performance Period will be eligible to receive a Bonus provided the above requirements (ii) and (iii) are met.

Subject to annual review, Bonuses are computed in accordance with each eligible employee's Grade (as shown in Appendix A), prorated for time in an eligible position, as well as a performance multiplier of zero to 150 percent, based on performance against the achievement of the allocated Company and individual performance measures described herein. Appendices A-E present the overall compensation structure (Appendix A), example calculations (Appendices B, C), eligibility (Appendix D) and bonus payout measures (Appendix E). The Individual Performance Multiplier component of a Bonus, if any, is entirely discretionary.

In addition, if the Adjusted EBITDA Threshold established for the Company for a given Performance Period is not reached, no Bonus will be paid for the Period, subject to Compensation Committee discretion. The Compensation Committee may, in its sole and absolute discretion, wave the adjusted EBITDA threshold requirement, increase, decrease, or otherwise adjust performance measures, targets, and payout ranges used hereunder, as a result of extraordinary or non-recurring events, changes in applicable accounting rules or principles, changes in the Company's methods of accounting, changes in applicable law, changes due to consolidations, growth capital spend programs, acquisitions, or reorganizations affecting the Company and its subsidiaries and affiliates, or other similar changes in the Company's business.

Company Performance: Environmental Health & Safety (EH&S) Measures – 25%
EH&S measures are as follows (see Appendix F for definitions):

- Personal Safety – Total Recordable Injury Rate (TRIR);
- Process Safety – Process Safety Incident Rate (PSIR); and
- Environmental Events (EE).

Company Performance: Financial Measures – 75%
Financial measures are objectives related to the following (see Appendix F for definitions):

- Reliability;
- Equipment Utilization;
- Operating Expense; and
- Return on Capital Employed.

Spot Bonus

Introduction
Employees making an extraordinary contribution to the furtherance of Company financial performance or advances in Company culture may be nominated by their manager or executive sponsor for a Bonus on a spot basis (a "Spot Bonus"), subject to approval by the Chief Executive. Spot Bonuses will be limited to employees in salary grades E13 and below and a maximum value of five thousand dollars ($5,000).

Terms and Conditions of Spot Bonus
Except as specifically set forth herein, the foregoing provisions of the Plan will likewise apply to a Spot Bonus. For the avoidance of doubt, these provisions relate to, among others, forfeiture and/or recoupment, amendment or termination, tax withholding, data protection and consent and governing law.

General Provisions

See Appendix F for definitions relating to the Plan.

Participation in the Plan is subject to (i) each individual employee's compliance with the Company's mission and values, its code of ethics and its policies and procedures, including, without limitation, the Corporate Policies and Procedures and employee handbook (collectively, "Company Policies"), and (ii) the Clawback and Recoupment Policy attached as Appendix G.

Each employee that is eligible and receives a Bonus or Spot Bonus will be liable for any and all federal, state, provincial, local or foreign taxes, pension plan contributions, employment insurance premiums, social insurance contributions, amounts payable to a governmental and/or regulatory body in the employee's country and other levies of any kind required by applicable laws to be deducted or withheld with respect to any such award (collectively, the "Withholding Taxes"). The Company will have the right to deduct and withhold all required Withholding Taxes from any payment or other consideration deliverable to an employee pursuant to any such payment. All awards under the Plan are intended to be exempt from Section 409A of the Internal Revenue Code of 1986, as amended, and shall be construed and interpreted in accordance with such intent.

Participation in the Plan does not confer upon any employee any right to continue in the employ of the Company or its subsidiaries, nor interfere in any way with the right of the Company and its subsidiaries to terminate any employee's employment at any time. The Company and its subsidiaries are under no obligation to continue the Plan in future years.

The Compensation Committee may at any time, or from time to time, in its sole and absolute discretion, (a) amend, alter or modify the provisions of this Plan, (b) terminate this Plan, or (c) terminate the participation of an employee or group of employees in this Plan; provided, however, that in the event of the termination of the Plan or a termination of participation, the Compensation Committee, in its sole and absolute discretion, may determine that a prorated award is payable to employees who were participants in this Plan under such terms and conditions as established by the Compensation Committee.

Notwithstanding anything herein to the contrary, whether or not any payment or award is authorized, earned or paid under the Plan will be determined by the Compensation Committee in its sole and absolute discretion, and no such payment or award shall be earned, nor shall any right to any such payment or award exist or accrue, unless, among other factors, such payment or award has been authorized by the Compensation Committee in its sole and absolute discretion, and actually paid to the employee. In addition, whether or not any payment or award is authorized, earned or paid pursuant to the Plan is without regard to whether any of the individual performance metrics, financial performance targets and/or goals, or any other benchmarks, targets, personal goals or criteria set forth in the Plan are met, not met, exceeded or not exceeded.

No employee, beneficiary or other person shall have any right, title or interest in any amount awarded under the Plan prior to the payment of such award to him or her. An employee's rights to a payment under the Plan are no greater than those of unsecured general creditors of the Company or its subsidiaries.

By participating in the Plan, each employee consents to the holding and processing of personal information provided by such employee to the employer, any affiliate of the employer, trustee or third party service provider, for all purposes relating to the operation of the Plan. Consents include, but are not limited to: (i) administering and maintaining employee records; (ii) providing information to the

employer, its affiliates, trustees of any employee benefit trust, registrars, brokers or third party administrators of the Plan; (iii) providing information to future purchasers or merger partners of the employer or any of its affiliates, or the business in which the employee works; and (iv) to the extent not prohibited by applicable law, transferring information about the employee to any country or territory that may not provide the same protection for the information as the employee's home country.

The Plan is governed by the laws of the State of New York and as such will be construed under and in accordance with the laws of the State of New York without regard to conflicts of law.

Appendix A
Compensation Structure: Base Pay & Incentive Plans

[Table redacted.]

Individual Performance Measures
Supervisor's assessment of employee's performance will be based on the following categories:

- Interpersonal effectiveness
- Business conduct
- Professional and technical development
- Leadership
- Achievement of goals
- Results orientation

The assessment is discretionary and based on a wide range of considerations which often change over the course of the year.

Appendix B
Bonus Payout and Company Performance Calculations

Bonus Payout Calculation:

Eligible Compensation	X	Target Bonus % based on Salary Grade	X	[Company Performance Allocation* (0-100%)	X	Company Performance Multiplier (0-150%)	+	Individual Performance Allocation* (0-100%)	X	Individual Performance Multiplier (0-150%)]
*Company Performance Allocation + Individual Performance Allocation = 100%										
Allocations are based on employee salary grade										

****Company Performance Multiplier:**

25%	X	EH&S Achievement (0-150%)	+	75%	X	[25% X	Reliability (0-150%)	+	25% X	Equipment Utilization (0-150%)	+	25% X	Operating Expense (0-150%)	+	25% X	ROCE (0-150%)]

Appendix C
Bonus Payout Examples

Example Bonus Calculation 1:														
Salary Grade	E12													
Eligible Compensation	$196,000	**Eligible Compensation**		**Bonus Target %**			**Co. Perf. Alloc.**		**Co. Perf. Multiplier**		**Ind. Perf. Alloc.**		**Ind. Perf. Multiplier**	
Performance Rating	Exceeds	$196,000	X	40%	X	(	50%	X	110%	+	50%	X	125%	)
Bonus Target %	40%													
Company Performance Allocation	50%		=	$92,120										
Company Performance Multiplier (0-150%)	110%													
Individual Performance Allocation	50%													
Individual Performance Multiplier (0-150%)	125%													
Example Bonus Calculation 2:														
Salary Grade	E06													
Eligible Compensation	$90,000	**Eligible Compensation**		**Bonus Target %**			**Ind. Perf. Alloc.**		**Ind. Perf. Multiplier**					
Performance Rating	Far Exceeds	$90,000	X	14%	X	(	100%	X	150%	)				
Bonus Target %	14%													
Company Performance Allocation	N/A		=	$18,900										
Company Performance Multiplier (0-150%)	N/A													
Individual Performance Allocation	100%													
Individual Performance Multiplier (0-150%)	150%													
Example Bonus Calculation 3:														
Hourly Non-Represented	Hrly Non-Rep													
Eligible Compensation	$70,000	**Eligible Compensation**		**Bonus Target %**			**Co. Perf. Alloc.**		**Co. Perf. Multiplier**					
Performance Rating	None	$70,000		6%	X	(	100%	X	110%	)				
Bonus Target %	6%													
Company Performance Allocation	100%		=	$4,620										
Company Performance Multiplier (0-150%)	110%													
Individual Performance Allocation	N/A													
Individual Performance Multiplier (0-150%)	N/A													

Appendix D
CVR Partners, LP

Eligibility
Non-union direct employees of Company, its general partner and their respective subsidiaries, including Fertilizer Executives, Marketing, Logistics, Company Controller, Coffeyville Nitrogen Planning and East Dubuque Nitrogen Fertilizers Planning.

Appendix E
CVR Partners, LP
Bonus Payout Measures

Environmental Health & Safety (EH&S) Measures (25%)
Three measures evenly weighted (33-1/3% each): Total Recordable Incident Rate (TRIR), Process Safety Tier I Incident Rate (PSIR), and Environmental Events (EE):

Percentage Change(over the prior year)	Bonus Achievement
Increase in Incident Rate or Incidents	Zero
0%	50% of Target Percentage (Threshold)
Decrease > 0% and < 3%	Linear Interpolation between Threshold and Target
Decrease of 3%	Target Percentage
Decrease > 3% and < 10%	Linear Interpolation between Target and Maximum
Decrease of 10% or more, or if TRIR is maintained at or below 1.0, PSIR at or below 0.2 and EE at or below 20	150% of Target (Maximum)

Financial Measures (75%)
Four measures evenly weighted (25% each):

Reliability	Bonus Achievement
Greater than 8.0%	Zero
8.00%	50% of Target Percentage (Threshold)
6.01% to 7.99%	Linear Interpolation between Threshold and Target
6.00%	Target Percentage
5.0% to 5.99%	Linear Interpolation between Target and Maximum
Less than 5.0%	150% of Target (Maximum)

Equipment Utilization	Bonus Achievement
Less than 95%	Zero
95%	50% of Target Percentage (Threshold)
95.01% to 99.99%	Linear Interpolation between Threshold and Target
100%	Target Percentage
100.01% to 104.99%	Linear Interpolation between Target and Maximum
Greater than 105%	150% of Target (Maximum)

Operating Expense	Bonus Achievement
Greater than 103.0%	Zero
103%	50% of Target Percentage (Threshold)
100.1% to 102.99%	Linear Interpolation between Threshold and Target
100%	Target Percentage
95.0% to 99.99%	Linear Interpolation between Target and Maximum
Less than 95%	150% of Target (Maximum)

ROCE (Ranking vs. Peer Group*)	Bonus Achievement
First (highest)	150% of Target (Maximum)
Second	125% of Target Percentage
Third	112.5% of Target Percentage
Fourth	Target Percentage (100%)
Fifth	75% of Target Percentage
Sixth	50% of Target Percentage (Minimum)
Seventh	Zero

Performance measures subject to peer group ranking will be based on LTM data as of September 30 of the Performance Period.

*The Fertilizer Industry peer group will consist of CF Industries, LSB Industries, Nutrien Ltd., The Andersons, Inc., Green Plains Partners and Flotek Industries.

Appendix F
Definitions

"Adjusted EBITDA" for the Company means earnings before interest, taxes, depreciation and amortization, and adjusted for inventory valuation impacts, unrealized gains and losses on derivative transactions, turnaround expenses to the extent they are included in EBITDA, loss on extinguishment of debt, asset impairment charges, and board-directed actions.

"Adjusted EBITDA Threshold" means actual maintenance and sustaining capital expenditures plus reserves for turnaround expenses plus interest on debt for the given Performance Period, and board-directed actions. **[Redacted.]**

"Chief Executive" means the President and Chief Executive Officer of the Company.

"Eligible Compensation" means (i) for eligible exempt employees, such employee's base salary at the time the Bonus or Spot Bonus is determined (prorated for time in an eligible position), and (ii) for eligible non-exempt and non-union hourly employees, such employees' eligible wages for the applicable year as determined by the Company to be required by law.

"Environmental Events" ("EE") means the total number of reportable quantities and water deviations.

- Reportable quantities are releases of substances during a 24-hour period that exceed a federal, state or local reporting threshold.
  - o Reportable quantity is an event or contemporaneous combination of events during at 24-hour period that results in a release that exceeds a reportable quantity or quantities of a EPCRA/CERCLA compound as defined in the EPA List of Lists or a release that exceeds any other federal, state or local reporting threshold. Federally permitted releases and continuous releases defined in 40 CFR §302.6 and §302.8 are not considered reportable quantities under this measure.
  - o A reportable quantity is counted by event or contemporaneous combination of events, not by the number of individual reports that are filed or number of compounds which exceed their reportable quantity. Events are considered contemporaneous if they occur within 24-hours or when a common cause results in one or more reportable quantities during contiguous or overlapping 24-hour periods.
- Water deviations are exceedances of a NPDES-based permit limit, wastewater bypasses and sheens to water of the United States.
  - o The number of deviations is based on the number of individual permit limits exceeded irrespective of the number of causal events attributed to the deviation. However, a continuance of an ongoing permit limit deviation would not be double-counted if it were contemporaneous with a prior deviation and/or event.
  - o Oil sheens and reportable quantities to water are only counted once as a water deviation environmental event.

A single event that results in multiple reportable quantities and/or when a water deviation is also a regulatory reportable quantity is not "double-counted" and will only be considered one Environmental Event.

“Executive Officer” of the Company means an “executive officer” as that term is defined in Rule 3b-7 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”) or an “officer” of the Company for purposes of Section 16 of the Exchange Act.

“Equipment Utilization” means adjusted equivalent tons of urea ammonium nitrate production divided by the planned equivalent tons of production for the Performance Period, as adjusted at the discretion of the Compensation Committee for events or downtime caused by third parties. Planned production is reflected in the Company’s annual volumetric plan. Monthly targets may be adjusted on a month by month basis to optimize production for which there is an economic incentive to do so during the given period. In such cases, the annual volumetric plan will be adjusted for the purposes of Bonus calculations with the new targets in place of the original targets.

“Operating Expense” means measurement of actual controllable and fixed operating costs divided by budgeted amounts. For purposes of calculating the Bonus, budgeted amounts are subject to revision by the Board in its discretion based on changes in business conditions or configuration of the business (e.g., items such as acquisitions or divestitures, unusual or non-recurring charges and changes in staffing relating to changed strategy approved by the Board will be considered as items for potential adjustment).

“Process Safety Incident Rate” (“PSIR”) means a standardized measure of process safety performance for the number of process safety tier 1 events per 100 full-time equivalent employees, as defined in the recommended practice for process safety performance indicators, ANSI/API RP 754.
A process safety tier 1 event is an unplanned or uncontrolled loss of primary containment of any material, including non-toxic and non-flammable materials, from a process that results in one or more consequences, including:

- an employee, contractor or subcontractor “days away from work” injury and/or fatality;
- a hospital admission and/or fatality or a third-party;
- an officially declared community evacuation or community shelter-in-place;
- a fire or explosion resulting in greater than or equal to $25,000 of direct cost to the company;
- an officially declared community evacuation or community shelter-in-place;
- a pressure relief device (PRD) discharge to atmosphere whether directly or via a downstream destructive device that results in one or more of four defined consequences and a PRD discharge quantity greater than defined threshold quantities in a one-hour period; or,
- a release of material greater than defined threshold quantities described in any one-hour period.

“Reliability” means Lost Profit Opportunity (“LPO”), defined as foregone gross margin that results from operational variance due to factors within the Company’s control, specifically including human and equipment performance, divided by the sum of actual gross margin plus LPO.

“Return on Capital Employed” (“ROCE”) means operating income before depreciation and amortization (excluding asset impairments, non-cash asset write-downs and inventory valuation gains or losses) divided by average Capital Employed during the Period (averages calculated using 5-quarter end balances for the measurement period).

“Capital Employed” means total assets, less current liabilities (adjusted for any asset or inventory valuations imputed on operating income.

“Total Recordable Injury Rate” (“TRIR”) means a standardized measure of safety performance for the number of work-related injuries per 100 full-time equivalent employees, as defined by OSHA.

Appendix G
Clawback and Recoupment Policy

This Clawback and Recoupment Policy applies to each Bonus and Spot Bonus (for purposes of this Plan, an "Award").

If the Compensation Committee in its sole and absolute discretion, determines that (i) there has been misconduct or a gross dereliction of duty resulting in either a violation of law or Company Policy, that, in either case, causes significant financial or reputational harm to the Company (or any of its affiliates), and that an employee committed the misconduct or gross dereliction of duty, or failed in his or her responsibility to manage or monitor the applicable conduct or risk; (ii) an employee has committed an immoral act which is reasonably likely to impair the reputation of the Company (or any of its affiliates); (iii) an employee committed, or was indicted for, a felony or any crime involving fraud or embezzlement or dishonesty or was convicted of, or entered a plea of *nolo contendere* to a misdemeanor (other than a traffic violation) punishable by imprisonment under federal, state or local law; (iv) an employee violated any securities or employment laws or regulations; (v) an employee materially breached a Company Policy or any non-compete and/or non-solicitation clause included in an agreement or offer letter with such employee's employer; (vi) an employee embezzled and/or misappropriated any property of the Company (or any of its affiliates) or committed any act involving fraud with respect to the Company (or any of its affiliates); or (vii) an employee engaged in conduct (including by omission) or an event or condition has occurred, which, in each case, would have given the Company or its subsidiaries the right to terminate the employee's employment for Cause (as defined herein), then, to the extent not prohibited by applicable law, such Compensation Committee, in its sole and absolute discretion, may cancel, declare forfeited, or rescind such Award, or may seek reimbursement from such employee (and such employee will be obligated to repay) all or any portion of any payments made to such employee in respect of such Award.

If the Compensation Committee determines, in its sole and absolute discretion, that calculations underlying the performance measures and targets, including but not limited to mistakes in the Company's financial statements, were incorrect, then such Compensation Committee may, in its sole and absolute discretion, seek to recover the amount of any payment made to employees that exceeded the amount that would have been paid based on the corrected calculations.

To the extent not prohibited by applicable law, if an employee is an officer, or, if applicable, has otherwise been designated by the Board of the Company as an Executive Officer, the Board may seek reimbursement of any payment made to such employee in respect of an Award in the event of a restatement of such Company's (or any of its subsidiaries') financial results (occurring due to material noncompliance with any financial reporting requirements under applicable securities laws) that reduced a previously granted payment made to such employee in respect of an Award. In that event, the Compensation Committee may, in its sole and absolute discretion, seek to recover the amount of any such payment made to the employee that exceeded the amount that would have been paid based on the restated financial results.

If the Company subsequently determines that it is required by law to apply a "clawback" or alternate recoupment provision to an Award, under the Dodd-Frank Wall Street Reform and Consumer Protection Act or otherwise, then such clawback or recoupment provision also shall apply to such Award, as if it had been included on the effective date of such Award.

To the extent not prohibited under applicable law, the Company (or any of its subsidiaries) (as applicable), in its sole and absolute discretion, will have the right to set off (or cause to be set off) any

amounts otherwise due to employee from such Company or a subsidiary in satisfaction of any repayment obligation of such employee hereunder, provided that any such amounts are exempt from, or set off in a manner intended to comply with the requirements of Section 409A of the Internal Revenue Code of 1986, as amended.

For the avoidance of doubt, the Company's and its subsidiaries' rights under this Plan will apply to employees, without regard to whether any such employee is currently providing, or previously provided, services to the Company or its subsidiary as an employee.

"Cause" for purposes of any Award means such employee's (i) refusal or neglect to perform substantially his or her employment-related duties or services, (ii) personal dishonesty, incompetence, willful misconduct or breach of fiduciary duty, (iii) indictment for, conviction of or entering a plea of guilty or nolo contendere to a crime constituting a felony or his or her willful violation of any applicable law (other than a traffic violation or other offense or violation outside of the course of employment or services to the Company or its affiliates which in no way adversely affects the Company and its affiliates or their reputation or the ability of the employee to perform his or her employment-related duties or services or to represent the Company or any affiliate of the Company that employs such employee or to which the employee performs services), (iv) failure to reasonably cooperate, following a request to do so by the Company, in any internal or governmental investigation of the Company or any of its affiliates or (v) material breach of any written covenant or agreement with the Company or any of its affiliates not to disclose any information pertaining to the Company or such affiliate or not to compete or interfere with the Company or such affiliate; provided that, in the case of any employee who, as of the date of determination, is party to an effective services, severance or employment agreement with the Company or any affiliate, "Cause" will have the meaning, if any, specified in such agreement.

Exhibit 23.1

Consent of Independent Registered Public Accounting Firm

We have issued our reports dated February 20, 2020, with respect to the consolidated financial statements and internal control over financial reporting included in the Annual Report of CVR Partners, LP on Form 10-K for the year ended December 31, 2019. We consent to the incorporation by reference of said reports in the Registration Statement of CVR Partners, LP on Form S-8 (File No. 333-173444).

/s/ GRANT THORNTON LLP

Houston, Texas
February 20, 2020

Exhibit 31.1

Certification of Executive Chairman Pursuant to
Rule 13a-14(a) or 15d-14(a) under the Securities Exchange Act of 1934,
As Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

I, David L. Lamp, certify that:

1. I have reviewed this report on Form 10-K of CVR Partners, LP;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

By: /s/ DAVID L. LAMP
David L. Lamp
Executive Chairman
CVR GP, LLC
the general partner of CVR Partners, LP
(Principal Executive Officer)

Date: February 20, 2020

Exhibit 31.2

Certification of President and Chief Executive Officer Pursuant to
Rule 13a-14(a) or 15d-14(a) under the Securities Exchange Act of 1934,
As Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

I, Mark A. Pytosh, certify that:

1. I have reviewed this report on Form 10-K of CVR Partners, LP;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

By: /s/ MARK A. PYTOSH
Mark A. Pytosh
President and Chief Executive Officer
CVR GP, LLC
the general partner of CVR Partners, LP
(Principal Executive Officer)

Date: February 20, 2020

Exhibit 31.3

Certification of Executive Vice President and Chief Financial Officer Pursuant to
Rule 13a-14(a) or 15d-14(a) under the Securities Exchange Act of 1934,
As Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

I, Tracy D. Jackson, certify that:

1. I have reviewed this report on Form 10-K of CVR Partners, LP;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

By: /s/ TRACY D. JACKSON
Tracy D. Jackson
Executive Vice President and Chief Financial Officer
CVR GP, LLC
the general partner of CVR Partners, LP
(Principal Financial Officer)

Date: February 20, 2020

Exhibit 31.4

Certification of Chief Accounting Officer and Corporate Controller Pursuant to Rule 13a-14(a) or 15d-14(a) under the Securities Exchange Act of 1934, As Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

I, Matthew W. Bley, certify that:

1. I have reviewed this report on Form 10-K of CVR Partners, LP;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

By: /s/ MATTHEW W. BLEY

Matthew W. Bley

Chief Accounting Officer and Corporate Controller

CVR GP, LLC

the general partner of CVR Partners, LP

(Principal Accounting Officer)

Date: February 20, 2020

Exhibit 32.1

Certification Pursuant to 18 U.S.C. Section 1350,
as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

In connection with the filing of the Annual Report on Form 10-K of CVR Partners, LP, a Delaware limited partnership (the "Partnership"), for the fiscal year ended December 31, 2019, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), each of the undersigned officers of CVR GP, LLC, the general partner of the Partnership, certifies, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that, to the best of such officer's knowledge and belief:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and,

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Partnership as of the dates and for the periods expressed in the Report.

Date: February 20, 2020

By: /s/ DAVID L. LAMP

David L. Lamp
Executive Chairman
CVR GP, LLC,
the general partner of CVR Partners, LP
(Principal Executive Officer)

By: /s/ MARK A. PYTOSH

Mark A. Pytosh
President and Chief Executive Officer
CVR GP, LLC,
the general partner of CVR Partners, LP
(Principal Executive Officer)

By: /s/ TRACY D. JACKSON

Tracy D. Jackson
Executive Vice President and Chief Financial Officer
CVR GP, LLC,
the general partner of CVR Partners, LP
(Principal Financial Officer)

By: /s/ MATTHEW W. BLEY

Matthew W. Bley
Chief Accounting Officer and Corporate Controller
CVR GP, LLC,
the general partner of CVR Partners, LP
(Principal Accounting Officer)