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

FORM 8-K

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

Date of Report (Date of earliest event reported): May 28, 2013 (May 22, 2013)

CVR PARTNERS, LP

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-35120
(Commission
File Number)

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

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

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

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

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

On May 22, 2013, CVR Partners, LP (the "Partnership") entered into an Underwriting Agreement by and among the Partnership, Coffeyville Resources, LLC ("CRLLC"), Coffeyville Resources Nitrogen Fertilizers, LLC ("CRNF"), and CVR GP, LLC ("CVR GP"), and Credit Suisse Securities (USA) LLC, Citigroup Global Markets Inc., Barclays Capital Inc., Merrill Lynch, Pierce, Fenner & Smith Incorporated, UBS Securities LLC, Jefferies LLC and J.P. Morgan Securities LLC, as representatives of the underwriters named therein (collectively, the "Underwriters"). The Underwriting Agreement provides for the offer and sale (the "Offering") by CRLLC, as selling unitholder, of 12,000,000 common units representing limited partner interests in the Partnership (the "Common Units") at a public offering price of \$25.15 per Common Unit. Pursuant to the Underwriting Agreement, CRLLC also granted the Underwriters a 30-day option to purchase up to an additional 1,800,000 Common Units. The Partnership has not received and will not receive any of the proceeds from the Offering and the number of Common Units outstanding will remain unchanged.

The material terms of the Offering are described in the prospectus, dated May 22, 2013 (the "Prospectus"), filed by the Partnership with the Securities and Exchange Commission (the "Commission") on May 23, 2013, pursuant to Rule 424(b) under the Securities Act of 1933, as amended (the "Securities Act"). The Offering is registered with the Commission pursuant to a Registration Statement on Form S-3 (File No. 333-183390), filed by the Partnership on August 17, 2012.

The Underwriting Agreement contains customary representations and warranties, agreements and obligations, conditions to closing and termination provisions. The Partnership, CRLLC, CVR GP and CRNF have agreed to jointly and severally indemnify the Underwriters against certain liabilities, including liabilities under the Securities Act, and to contribute to payments the Underwriters may be required to make because of any of those liabilities.

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

In connection with the Offering, Vinson & Elkins L.L.P. issued an opinion as to certain tax matters with respect to the Offering, which opinion is filed as Exhibit 8.1 to this Current Report.

Relationships

Each of the Partnership, CRLLC, CVR GP and CRNF (each, a "CVR Party") is a direct or indirect subsidiary of CVR Energy, Inc. ("CVR"). Upon the closing of the Offering for the initial 12,000,000 Common Units, CRLLC owns approximately 53% of the Partnership's Common Units. CRLLC is a wholly-owned subsidiary of CVR. The Partnership's general partner, CVR GP, is a wholly-owned subsidiary of CRLLC. CRNF is a wholly-owned subsidiary of the Partnership. As a result, certain individuals, including officers and directors of CVR, serve as officers and/or directors of more than one of such other CVR Party.

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

Item 7.01. Regulation FD Disclosure

On May 28, 2013, the Partnership issued a press release announcing the closing of the Offering. A copy of the press release is furnished with this Current Report on Form 8-K as Exhibit 99.1 and is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

- 1.1 Underwriting Agreement, dated May 22, 2013, among Coffeyville Resources, LLC, CVR Partners, LP, Coffeyville Resources Nitrogen Fertilizers, LLC, and CVR GP, LLC, and Credit Suisse Securities (USA) LLC, Citigroup Global Markets Inc., Barclays Capital Inc., Merrill Lynch, Pierce, Fenner & Smith Incorporated, UBS Securities LLC, Jefferies LLC and J.P. Morgan Securities LLC, as representatives of the underwriters named therein.
- 8.1 Opinion of Vinson & Elkins L.L.P. with respect to tax matters.
- 23.1 Consent of Vinson & Elkins L.L.P. (included in Exhibit 8.1).
- 99.1 Press release announcing the closing of the Offering.

SIGNATURES

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

Date: May 28, 2013

CVR PARTNERS, LP

By: CVR GP, LLC, its general partner

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

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
1.1	Underwriting Agreement, dated May 22, 2013, among Coffeyville Resources, LLC, CVR Partners, LP, Coffeyville Resources Nitrogen Fertilizers, LLC, and CVR GP, LLC, and Credit Suisse Securities (USA) LLC, Citigroup Global Markets Inc., Barclays Capital Inc., Merrill Lynch, Pierce, Fenner & Smith Incorporated, UBS Securities LLC, Jefferies LLC and J.P. Morgan Securities LLC, as representatives of the underwriters named therein.
8.1	Opinion of Vinson & Elkins L.L.P. with respect to tax matters.
23.1	Consent of Vinson & Elkins L.L.P. (included in Exhibit 8.1).
99.1	Press release announcing the closing of the Offering.

CVR Partners, LP
12,000,000 Common Units
Representing Limited Partner Interests

Underwriting Agreement

May 22, 2013

Credit Suisse Securities (USA) LLC
Citigroup Global Markets Inc.
Barclays Capital Inc.
Merrill Lynch, Pierce, Fenner & Smith
Incorporated
UBS Securities LLC
Jefferies LLC
J.P. Morgan Securities LLC

As representatives of the several Underwriters named in Schedule I to the Underwriting Agreement

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

Ladies and Gentlemen:

Coffeyville Resources, LLC, a Delaware limited liability company (“Coffeyville Resources”), proposes, subject to the terms and conditions stated herein, to sell to the Underwriters named in Schedule I hereto (the “Underwriters”), for whom Credit Suisse Securities (USA) LLC, Citigroup Global Markets Inc., Barclays Capital Inc., Merrill Lynch, Pierce, Fenner & Smith Incorporated, UBS Securities LLC, Jefferies LLC and J.P. Morgan Securities LLC are acting as representatives (collectively, the “Representatives”), an aggregate of 12,000,000 common units (the “Firm LP Units”) representing limited partner interests (the “Common Units”) in CVR Partners, LP, a Delaware limited partnership (the “Company”), and, at the election of the Underwriters, up to 1,800,000 Common Units (the “Optional LP Units”). The Firm LP Units and the Optional LP Units that the Underwriters elect to purchase pursuant to Section 2 hereof are collectively called the “LP Units.”

The Company, Coffeyville Resources Nitrogen Fertilizers, LLC, a Delaware limited liability company and a direct wholly-owned subsidiary of the Company (“Operating LLC”), Coffeyville Resources and CVR GP, LLC, a Delaware limited liability company (“Managing GP”), hereby confirm their agreement with the several Underwriters as set forth below. The Company, Operating LLC, Coffeyville Resources and Managing GP are collectively referred to herein as the “CVR Parties” and each individually as a “CVR Party.” The Company, Operating LLC and Managing GP are collectively referred to herein as the “CVR Partners Entities” and each individually as a “CVR Partners Entity.”

This is to confirm the agreement concerning the purchase of the LP Units from Coffeyville Resources by the Underwriters.

1. (a) The CVR Parties, jointly and severally, represent and warrant to, and agree with, each of the Underwriters that:

(i) A registration statement on Form S-3 (File No. 333-183390) in respect of the LP Units has been filed with the Securities and Exchange Commission (the “Commission”) and has been declared effective by the Commission; other than any Preliminary Prospectus Supplement (as defined below), any issuer free writing prospectus, if any, filed pursuant to Section 5(a) hereof, the Base Prospectus (as defined below) and any document incorporated by reference in any such registration statement or prospectus, no other document with respect to such registration statement has heretofore been filed with the Commission; and no stop order suspending the effectiveness of such registration statement or any post-effective amendment thereto has been issued and no proceeding for that purpose has been initiated or, to the knowledge of the CVR Parties, threatened by the Commission (the base prospectus included in such registration statement, including all information incorporated therein by reference, is hereinafter called the “Base Prospectus”; such registration statement, including all exhibits thereto and all documents incorporated therein by reference, together with the Base Prospectus and any other prospectus deemed part thereof pursuant to Rule 430B under the Securities Act of 1933, as amended (the “Act”), are hereinafter collectively called the “Registration Statement”; any preliminary prospectus supplement relating to the LP Units filed with the Commission pursuant to Rule 424(b) under the Act, including the preliminary prospectus supplement dated May 21, 2013 (together with the Base Prospectus), in each case including all documents incorporated therein by reference, is hereafter called a “Preliminary Prospectus Supplement”; the Preliminary Prospectus Supplement dated May 21, 2013, together with the Base Prospectus and all documents incorporated therein by reference, is hereinafter called the “Pricing Prospectus”; the final prospectus supplement, in the form first filed pursuant to Rule 424(b) under the Act, including the Base Prospectus and all documents incorporated therein by reference, is hereinafter called the “Prospectus”; any “issuer free writing prospectus” as defined in Rule 433 under the Act relating to the LP Units is hereinafter called an “Issuer Free Writing Prospectus”); and references in this Agreement to financial statements and other information that are “contained,” “included,” “stated,” “described,” “set forth” or “disclosed” (or other references of like import) in the Registration Statement, any Preliminary Prospectus

Supplement, the Pricing Prospectus or the Prospectus, or any amendment or supplement thereto, shall be deemed to mean and include all such financial statements and other information incorporated by reference in the Registration Statement, any Preliminary Prospectus Supplement, the Pricing Prospectus or the Prospectus, as the case may be

(ii) No order preventing or suspending the use of any Preliminary Prospectus Supplement or any Issuer Free Writing Prospectus has been issued by the Commission, and each Preliminary Prospectus Supplement, at the time of filing thereof, conformed in all material respects to the requirements of the Act and the rules and regulations of the Commission thereunder and did not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; *provided, however*, that this representation and warranty shall not apply to any statements or omissions made in reliance upon and in conformity with information furnished in writing to the Company by an Underwriter through the Representatives expressly for use therein;

(iii) For the purposes of this Agreement, the “Applicable Time” is 8:30 a.m. (New York City time) on the date of this Agreement. The Pricing Prospectus, when considered together with the information listed on Schedule IIA hereto, as of the Applicable Time, did not include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; and each Issuer Free Writing Prospectus listed on Schedule IIB hereto does not (or, in the case of the Prospectus, will not) conflict with the information contained in the Registration Statement, the Pricing Prospectus or the Prospectus and each such Issuer Free Writing Prospectus, as supplemented by and taken together with the Pricing Prospectus as of the Applicable Time, did not include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; *provided, however*, that this representation and warranty shall not apply to statements or omissions made in the Pricing Prospectus or an Issuer Free Writing Prospectus in reliance upon and in conformity with information furnished in writing to the Company by an Underwriter through the Representatives expressly for use therein;

(iv) The Registration Statement conforms, and the Prospectus and any further amendments or supplements to the Registration Statement and the Prospectus will conform, in all material respects to the requirements of the Act and the rules and regulations of the Commission thereunder and do not and will not, as of the applicable effective date as to each part of the Registration Statement and as of the applicable filing date as to the Prospectus and any amendment or supplement thereto, contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein (in light of the circumstances under which they were made

in the case of the Prospectus) not misleading; *provided, however*, that this representation and warranty shall not apply to any statements or omissions made in reliance upon and in conformity with information furnished in writing to the Company by an Underwriter through the Representatives expressly for use therein;

(v) The documents of the Company incorporated by reference in the Registration Statement, any Preliminary Prospectus Supplement, the Pricing Prospectus and the Prospectus when they were filed with the Commission conformed in all material respects to the requirements of the U.S. Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules and regulations of the SEC thereunder, and none of such documents contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; any further documents so filed and incorporated by reference in the Prospectus or any further amendment or supplement thereto, when such documents are filed with the Commission or become effective, as the case may be, will conform in all material respects to the requirements of the Exchange Act and the rules and regulations of the Commission thereunder and will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and no such documents were filed with the Commission since the Commission's close of business on the business day immediately prior to the date of this Agreement;

(vi) Neither the Company nor Operating LLC has sustained since the date of the latest audited financial statements included in the Pricing Prospectus any loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree that would, individually or in the aggregate, reasonably be expected to have a material adverse effect on the current or future financial position, partners' capital or members' equity (as the case may be), or results of operations of the Company and Operating LLC, taken together as a whole ("Material Adverse Effect"), in each case otherwise than as set forth or contemplated in the Pricing Prospectus; and, since the respective dates as of which information is given in the Registration Statement and the Pricing Prospectus, there has not been any change in the partners' capital or members' equity (as the case may be) or long-term debt of the Company and Operating LLC, taken together as a whole, or any material adverse change, or any development involving a prospective material adverse change, in or affecting the general affairs, management, financial position, partners' capital or members' equity (as the case may be) or results of operations of the Company and Operating LLC, taken together as a whole, otherwise than as set forth or contemplated in the Pricing Prospectus;

(vii) The Company and Operating LLC have good and marketable title in fee simple to, or have valid rights to lease or otherwise use, all material real property and good and marketable title to all material personal property owned by them, in each case free and clear of all liens, encumbrances, security interests, equities, charges or claims (“Liens”) except such Liens created in connection with the Credit and Guaranty Agreement, dated as of April 13, 2011, among Operating LLC, the Company and the other parties thereto (the “Credit Facility”), and such other Liens as would not, individually and in the aggregate, reasonably be expected to have a Material Adverse Effect;

(viii) The Company has been duly formed and is validly existing in good standing as a limited partnership under the Delaware Revised Uniform Limited Partnership Act (“Delaware LP Act”) with full partnership power and authority to own or lease its properties, conduct its business as described in the Registration Statement and the Pricing Prospectus, and enter into and perform its obligations under this Agreement;

(ix) Managing GP has been duly formed and is validly existing in good standing as a limited liability company under the Delaware Limited Liability Company Act (the “Delaware LLC Act”) with full limited liability company power and authority to own or lease its properties, conduct its business as described in the Registration Statement and the Pricing Prospectus, act as a general partner of the Company, and enter into and perform its obligations under this Agreement;

(x) Operating LLC has been duly formed and is validly existing in good standing as a limited liability company under the Delaware LLC Act with full limited liability company power and authority to own or lease its properties, conduct its business as described in the Registration Statement and the Pricing Prospectus, and enter into and perform its obligations under this Agreement;

(xi) Each of the Company and Operating LLC is duly registered or qualified as a foreign limited liability company or limited partnership, as the case may be, for the transaction of business under the laws of each jurisdiction in which the character of the business conducted by it or the nature or location of the properties owned or leased by it makes such registration or qualification necessary, except where the failure to be qualified in any jurisdiction would not, individually and in the aggregate, reasonably be expected to have a Material Adverse Effect;

(xii) Managing GP owns the sole general partner interest in the Company and is the general partner of the Company. Such general partner interest has been duly authorized and validly issued in accordance with the Second Amended and Restated Partnership Agreement of the Company (the “Partnership Agreement”) and such general partner interest is fully paid (to the extent required under the Partnership Agreement). Managing GP owns such general partner interest free and clear of all Liens (except Liens contained in Section 4.6 of the Partnership Agreement);

(xiii) All of the issued Common Units of the Company, including the LP Units to be sold by Coffeyville Resources, have been duly authorized in accordance with the Partnership Agreement and are validly issued and fully paid (to the extent required under the Partnership Agreement) and nonassessable (except as such nonassessability may be affected by Sections 17-303, 17-607 and 17-804 of the Delaware LP Act or as otherwise described in the Pricing Prospectus under the caption “Description of Our Partnership Agreement—Limited Liability”) and conform in all material respects to the description of the Common Units in the Prospectus;

(xiv) The Company owns 100% of the issued and outstanding member interests in Operating LLC; such member interests have been duly authorized and validly issued in accordance with the limited liability company agreement of Operating LLC (the “Operating LLC Agreement”) and are fully paid (to the extent required under the Operating LLC Agreement) and nonassessable (except as such nonassessability may be affected by Sections 18-607 and 18-804 of the Delaware LLC Act); and the Company owns such member interests free and clear of all Liens other than Liens arising under or in connection with the Credit Facility;

(xv) As of the date hereof, Coffeyville Resources owns 100% of the issued and outstanding member interests in Managing GP and is the sole member of Managing GP; such member interests have been duly authorized and validly issued in accordance with the limited liability company agreement of Managing GP (the “Managing GP LLC Agreement”) and are fully paid (to the extent required under the Managing GP LLC Agreement) and nonassessable (except as such nonassessability may be affected by Sections 18-607 and 18-804 of the Delaware LLC Act);

(xvi) Other than its ownership of the general partner interest in the Company, Managing GP does not own, directly or indirectly, any equity or long-term debt securities of any corporation, partnership, limited liability company, joint venture, association or other entity. Other than the Company’s ownership of a 100% member interest in Operating LLC and Operating LLC’s ownership of a 100% member interest in CVR TampaPlex, LLC, neither the Company nor Operating LLC owns, directly or indirectly, any equity or long-term debt securities of any corporation, partnership, limited liability company, joint venture, association or other entity;

(xvii) Each of the CVR Partners Entities has all requisite power and authority to execute and deliver this Agreement and perform its respective obligations hereunder. At the First Time of Delivery and any Option Time of Delivery, all partnership and limited liability company action, as the case may be, required to be taken by the CVR Partners Entities or any of their members or partners for the sale and delivery of the LP Units and the consummation of the transactions contemplated by this Agreement shall have been validly taken. This Agreement has been duly and validly authorized, executed and delivered by each of the CVR Partners Entities;

(xviii) The Partnership Agreement has been duly authorized, executed and delivered by each of Managing GP and Coffeyville Resources, and is a valid and legally binding agreement of each such party, enforceable against each such party in accordance with its terms; the Operating LLC Agreement has been duly authorized, executed and delivered by the Company and is a valid and legally binding agreement of the Company, enforceable against the Company in accordance with its terms; the Managing GP LLC Agreement has been duly authorized, executed and delivered by Coffeyville Resources and is a valid and legally binding agreement of Coffeyville Resources, enforceable against Coffeyville Resources in accordance with its terms (the Partnership Agreement, the Operating LLC Agreement and the Managing GP LLC Agreement are referred to herein collectively as the “Operative Agreements”); provided that, with respect to each Operative Agreement, the enforceability thereof may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws relating to or affecting creditors’ rights generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law); and provided further, that the indemnity, contribution and exoneration provisions contained in any of such Operative Agreements may be limited by applicable laws and public policy;

(xix) Except as described in the Prospectus or, in the case of transfer restrictions, as set forth in the relevant Operative Agreements, there are no preemptive rights or other rights to subscribe for or to purchase, nor any restriction upon the voting or transfer of, any partnership or member interests in any of the CVR Partners Entities, including the LP Units. Except as described in the Prospectus, there are no outstanding options or warrants to purchase any partnership or member interests in any of the CVR Partners Entities;

(xx) The sale of the LP Units as herein contemplated and the compliance by the CVR Partners Entities with this Agreement, and the consummation of the transactions herein contemplated, including the sale, assignment, transfer and delivery of the LP Units by Coffeyville Resources, will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which any of the CVR Partners Entities is a party or by which any of the CVR Partners Entities is bound or to which any of the property or assets of any of the CVR Partners Entities is subject; nor will such action result in any violation of the provisions of the Operative Agreements of any of the CVR Partners Entities or any statute or any order, rule or regulation of any court or governmental agency or body having jurisdiction over any of CVR Partners Entities or any of their properties, after giving effect to any consents, approvals, authorizations, orders, registrations, qualifications, waivers and amendments as have been obtained or made as of the date of this Agreement; nor does or will such action result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of any of the CVR Partners Entities; and no consent, approval, authorization, order, registration or qualification of or with any such court

or governmental agency or body is required for the sale and delivery of the LP Units or the consummation by any of the CVR Partners Entities of the transactions contemplated by this Agreement, except (i) the registration under the Act and the Exchange Act of LP Units, and the listing of LP Units on the New York Stock Exchange (the "Exchange"), all of which have occurred, (ii) such consents, approvals, authorizations, registrations or qualifications as may be required under state securities or Blue Sky laws or the rules and regulations of the Financial Industry Regulatory Authority ("FINRA") in connection with the purchase and distribution of the LP Units by the Underwriters; and (iii) where the failure to obtain or make any such consent, approval, authorization, order, registration, or qualification as would not reasonably be expected, individually and in the aggregate, to have a Material Adverse Effect or would not materially impair the consummation of the transactions herein contemplated;

(xxi) There are no contracts, agreements or understandings between any of the CVR Parties and any person granting such person the right to require the Company to file a registration statement under the Act with respect to any securities of the Company owned or to be owned by such person or to require the Company to include such securities in the securities registered pursuant to the Registration Statement or to have such securities otherwise registered by the Company under the Act, except as described in the Registration Statement and the Pricing Prospectus;

(xxii) Neither the Company nor Operating LLC is (a) in violation of the Partnership Agreement or the Operating LLC Agreement, as the case may be, or (b) in default in the performance or observance of any obligation, agreement, covenant or condition contained in any indenture, mortgage, deed of trust, loan agreement, lease or other agreement or instrument to which it is a party or by which it or any of its properties may be bound, except with respect to clause (b) where such default would not, individually and in the aggregate, reasonably be expected to have a Material Adverse Effect;

(xxiii) The statements set forth in the Pricing Prospectus and the Prospectus, as applicable, under the caption "General Description of The Common Units That The Selling Unitholder May Sell," insofar as they purport to constitute a summary of the terms of the Common Units, as well as under the captions "Certain Relationships and Related Party Transactions," "Conflicts of Interest and Fiduciary Duties," "The Partnership Agreement," "How We Make Cash Distributions," "Our Cash Distribution Policy and Restrictions on Distributions" and "Material U.S. Federal Income Tax Consequences," insofar as they purport to describe the provisions of the laws and documents referred to therein, are accurate and fair in all material respects;

(xxiv) Other than as set forth in the Pricing Prospectus, there are no legal or governmental proceedings pending to which the Company or Operating LLC is a party or of which any property of the Company or Operating LLC is the subject which, if determined adversely to the Company or Operating LLC, would

individually or in the aggregate reasonably be expected to have a Material Adverse Effect or a material adverse effect on the performance of this Agreement or the consummation of any of the transactions contemplated hereby; and, to the knowledge of the CVR Parties, no such proceedings are threatened by governmental authorities or by others;

(xxv) No relationship, direct or indirect, exists between or among the Company on the one hand, and the directors, managers, officers, members, partners, stockholders, customers or suppliers of the Company or any other CVR Party, on the other hand, that is required to be described in the Registration Statement, the Pricing Prospectus or the Prospectus that is not so described. There are no outstanding loans, advances (except normal advances for business expenses in the ordinary course of business) or guarantees of indebtedness by the Company to or for the benefit of any of the officers, directors or managers of the Company, Managing GP or Operating LLC or their respective family members;

(xxvi) Neither the Company nor Operating LLC is and, after giving effect to the offering and sale of the LP Units and the application of the proceeds thereof, neither of them will be an "investment company", as such term is defined in the Investment Company Act of 1940, as amended (the "Investment Company Act");

(xxvii) At the time of filing the Registration Statement the Company was not and is not an "ineligible issuer," as defined under Rule 405 under the Act;

(xxviii) KPMG LLP, who have certified certain financial statements of the Company, are independent public accountants with respect to the Company as required by the Act and the rules and regulations of the Commission thereunder and the rules and regulations of the Public Company Accounting Oversight Board;

(xxix) The Company maintains a system of internal accounting controls sufficient to provide reasonable assurance that (A) transactions are executed in accordance with management's general or specific authorization; (B) transactions are recorded as necessary to permit preparation of financial statements in conformity with U.S. Generally Accepted Accounting Principles ("GAAP") and to maintain accountability for assets; (C) access to assets is permitted only in accordance with management's general or specific authorization; and (D) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. The Company maintains systems of "internal control over financial reporting" (as defined in Rule 13a-15(f) of the Exchange Act) that comply with the requirements of the Exchange Act and have been designed by, or under the supervision of, its principal executive and principal financial officer, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP. None of the CVR Parties is aware of (A) any significant deficiencies in the design or operation of the Company's internal control over financial reporting or any material weaknesses in internal control over financial reporting, or (B) any fraud, whether or not material, that involves management or other employees who have a significant role in the internal control over financial reporting of the Company;

(xxx) Since the date of the latest audited financial statements included in the Pricing Prospectus, there has been no change in the internal control over financial reporting of the Company that has materially adversely affected, or is reasonably likely to materially adversely affect, the internal control over financial reporting of the Company. The Company maintains “disclosure controls and procedures” (as such term is defined in Rule 13a-15(e) under the Exchange Act) that comply with the requirements of the Exchange Act; such disclosure controls and procedures have been designed to ensure that material information relating to the Company is made known to the principal executive officer and principal financial officer of Managing GP by others within those entities; and such disclosure controls and procedures are effective;

(xxxi) Except as disclosed in the Pricing Prospectus, the Company and Operating LLC (A) are in compliance with any and all applicable foreign, Federal, state and local laws and regulations relating to the protection of human health and safety, the environment or hazardous or toxic substances or wastes, pollutants or contaminants (“Environmental Laws”), (B) have received all permits, licenses or other approvals required of them under applicable Environmental Laws to conduct their respective businesses and (C) are in compliance with all terms and conditions of any such permit, license or approval, except with respect to clauses (A), (B) and (C) above where such noncompliance with Environmental Laws, failure to receive required permits, licenses or other approvals or failure to comply with the terms and conditions of such permits, licenses or approvals would not, individually and in the aggregate, reasonably be expected to have a Material Adverse Effect. Except as disclosed in the Pricing Prospectus, there are no costs or liabilities associated with Environmental Laws (including any capital or operating expenditures required for clean-up, closure of properties or compliance with Environmental Laws or any permit, license or approval, any related constraints on operating activities and any potential liabilities to third parties) which would individually or in the aggregate reasonably be expected to have a Material Adverse Effect;

(xxxii) The Company and Operating LLC own, have applied for or possess, or can acquire on reasonable terms, all material patents, patent rights, licenses, inventions, copyrights, know-how (including trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or procedures), trademarks, service marks and trade names currently employed by them in connection with the business now operated by them as described in the Pricing Prospectus, except where the failure to own or have such legal right to use would not reasonably be expected to have a Material Adverse Effect; and except as disclosed in the Pricing Prospectus, none of the CVR Parties has received any notice of infringement of or conflict with asserted rights of others with respect to any of the foregoing which would individually or in the aggregate, if the subject of an unfavorable decision, ruling or finding, reasonably be expected to have a Material Adverse Effect;

(xxxiii) No labor dispute with the employees of the Company or Operating LLC exists, or, to the knowledge of any of the CVR Parties, is imminent, except for disputes that would not, individually and in the aggregate, reasonably be expected to have a Material Adverse Effect;

(xxxiv) The Company and Operating LLC are insured by insurers against such losses and risks and in such amounts as are customary in the businesses in which they are engaged; and none of the CVR Parties has any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business at a cost that would not, individually and in the aggregate, reasonably be expected to have a Material Adverse Effect, except as described in the Pricing Prospectus;

(xxxv) The Company and Operating LLC possess all material certificates, authorizations and permits issued by the appropriate Federal, state or foreign regulatory authorities necessary to conduct their respective businesses as described in the Pricing Prospectus, and none of the CVR Parties has received any notice of proceedings relating to the revocation or modification of any such certificate, authorization or permit which, if the subject of an unfavorable decision, ruling or finding, would individually or in the aggregate reasonably be expected to have a Material Adverse Effect;

(xxxvi) Except as would not reasonably be expected to have a Material Adverse Effect, the Company and Operating LLC have filed all Federal, state, local and foreign tax returns which are required to be filed through the date hereof, which returns are true and correct in all material respects or has received timely extensions thereof, and have paid all taxes shown on such returns and all assessments received by it to the extent that the same are material and have become due. To the knowledge of the CVR Parties, there are no tax audits or investigations pending against the Company or Operating LLC which would individually or in the aggregate, if adversely determined, have a Material Adverse Effect; nor are there any proposed additional tax assessments against the Company or Operating LLC which would individually or in the aggregate reasonably be expected to have a Material Adverse Effect;

(xxxvii) Neither the Company nor Operating LLC nor any director, officer, or employee of either of them or Managing GP, nor, to the knowledge of any of the CVR Parties, any agent, affiliate or representative of the Company, Operating LLC or Managing GP, has taken or will take any action in furtherance of an offer, payment, promise to pay, or authorization or approval of the payment or giving of money, property, gifts or anything else of value, directly or indirectly, to any "government official" (including any officer or employee of a government or government-owned or controlled entity or of a public international organization, or any person acting in an official capacity for or on behalf of any of the foregoing, or

any political party or party official or candidate for political office) to influence official action or secure an improper advantage; and the Company and Operating LLC have conducted their businesses in compliance with applicable anti-corruption laws and have instituted and maintained and will continue to maintain policies and procedures designed to promote and achieve compliance with such laws and with the representation and warranty contained herein;

(xxxviii) The operations of the Company, Managing GP and Operating LLC are and have been conducted at all times in material compliance with all applicable financial recordkeeping and reporting requirements, including those of the Bank Secrecy Act, as amended by Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), and the applicable anti-money laundering statutes of jurisdictions where the Company, Managing GP and Operating LLC conduct business, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the "Anti-Money Laundering Laws"), and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving of them with respect to the Anti-Money Laundering Laws is pending or, to the knowledge of any CVR Party, threatened;

(xxxix)(a) Neither the Company nor Operating LLC, nor any director, officer or employee of either of them or Managing GP, nor, to the knowledge of any CVR Party, any agent, affiliate or representative of the Company, Operating LLC or Managing GP, is an individual or entity ("Person") that is, or is owned or controlled by a Person that is:

(i) the subject of any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC") (collectively, "Sanctions"), nor

(ii) located, organized or resident in a country or territory that is the subject of Sanctions (including, without limitation, Burma/Myanmar, Cuba, Iran, Libya, North Korea, Sudan and Syria).

(b) Each of the CVR Parties represents and covenants that it will not, directly or indirectly, use the proceeds of the offering, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other Person:

(i) to fund or facilitate any activities or business of or with any Person or in any country or territory that, at the time of such funding or facilitation, is the subject of Sanctions; or

(ii) in any other manner that will result in a violation of Sanctions by any Person (including any Person participating in the offering, whether as underwriter, advisor, investor or otherwise).

(c) Each of the CVR Parties represents that it has not knowingly engaged in, and is not now knowingly engaged in, any dealings or transactions with any Person, or in any country or territory, that at the time of the dealing or transaction is or was the subject of Sanctions;

(xl) A registration statement with respect to the LP Units has been filed on Form 8-A pursuant to Section 12 of the Exchange Act, which registration statement complies in all material respects with the applicable requirements of the Exchange Act;

(xli) The Common Units are listed on the Exchange;

(xlii) The Company has not sold or issued any securities that would be integrated with the offering of the LP Units contemplated by this Agreement pursuant to the Act, the rules and regulations or interpretations thereof by the Commission;

(xliii) The financial statements included in the Registration Statement, the Pricing Prospectus and the Prospectus present fairly in all material respects the financial position of the Company and its consolidated subsidiary as of the dates shown and its results of operations and cash flows for the periods shown, and such financial statements have been prepared in conformity with generally accepted accounting principles in the United States applied on a consistent basis. The interactive data in eXtensible Business Reporting Language incorporated by reference in the Registration Statement, the Pricing Prospectus and the Prospectus fairly presents the information called for in all material respects and has been prepared in accordance with the Commission's rules and guidelines applicable thereto;

(xliv) Each of the Company and Operating LLC has such consents, easements, rights-of-way, permits or licenses from each person (collectively, "rights-of-way") as are necessary to conduct its business in the manner described, and subject to the limitations contained, in the Pricing Prospectus; other than as set forth, and subject to the limitations contained, in the Pricing Prospectus, each of the Company and Operating LLC has fulfilled and performed all its material obligations with respect to such rights-of-way and no event has occurred that allows, or after notice or lapse of time would allow, revocation or termination thereof or would result in any impairment of the rights of the holder of any such rights-of-way; and, except as described in the Pricing Prospectus, none of such rights-of-way contains any restriction that is materially burdensome to the Company and Operating LLC, taken as a whole;

(xlv) Operating LLC is not currently prohibited, directly or indirectly, from paying any dividends to the Company, from making any other distribution to the Company on its limited liability company interests, from repaying to the Company any loans or advances from the Company, or from transferring any of its property or assets to the Company, except as described in or contemplated by the Pricing Prospectus (which shall include, for the avoidance of doubt, any prohibitions or other restrictions provided for in Operating LLC's Credit and Guaranty Agreement, dated as of April 13, 2011, filed as exhibit 10.17 to the Company's Annual Report on Form 10-K for the year ended December 31, 2012); and

(xlvi) None of the CVR Parties has taken or will take, directly or indirectly, any action which is designed to or which has constituted or which might reasonably be expected to cause or result in stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the LP Units.

(b) Coffeyville Resources additionally represents and warrants to, and agrees with, each of the Underwriters that:

(i) Coffeyville Resources has been duly formed and is validly existing in good standing as a limited liability company under the Delaware LLC Act with full limited liability company power and authority to own or lease its properties, conduct its business as described in the Registration Statement and the Pricing Prospectus, act as the sole member of Managing GP, and enter into and perform its obligations under this Agreement. This Agreement has been duly and validly authorized, executed and delivered by Coffeyville Resources;

(ii) The limited liability company agreement of Coffeyville Resources (the "Coffeyville Resources LLC Agreement") has been duly authorized, executed and delivered by the parties party thereto and is a valid and legally binding agreement of the parties party thereto, enforceable against the parties party thereto in accordance with its terms; provided that the enforceability thereof may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws relating to or affecting creditors' rights generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law); and provided further, that the indemnity, contribution and exoneration provisions contained therein may be limited by applicable laws and public policy;

(iii) Coffeyville Resources has all requisite limited liability company power and authority to sell, assign, transfer and deliver the LP Units to be sold by it, in accordance with and upon the terms and conditions set forth in this Agreement, the Partnership Agreement, the Coffeyville Resources LLC Agreement, the Registration Statement, the Pricing Prospectus and the Prospectus;

(iv) Coffeyville Resources owns the LP Units to be sold by Coffeyville Resources hereunder, free and clear of all Liens. Upon payment for the LP Units to be sold by Coffeyville Resources pursuant to this Agreement, delivery of such LP Units, as directed by the Underwriters, to Cede & Co. or such other nominee as may be designated by The Depository Trust Company ("DTC") on the Company's unit registry, registration of such LP Units in the name of Cede & Co. or such other nominee and the crediting of such LP Units on the books of DTC to securities accounts (within the meaning of Section 8-501(a) of the UCC) of the Underwriters (assuming that neither DTC nor any such Underwriter has notice of any adverse claim within the meaning of Section 8-105 of the Uniform Commercial Code, as in effect in the State of New York on the date hereof

("UCC"), to such LP Units), then, assuming appropriate entries to the accounts of the several Underwriters on the records of DTC have been made pursuant to the UCC, (A) under Section 8-501 of the UCC, the Underwriters will acquire a security entitlement (within the meaning of Part 5 of Article 8 of the UCC) in respect of such LP Units, and (B) no action based on any "adverse claim" (within the meaning of Section 8-102(a)(1) of the UCC) to such LP Units may be asserted against the Underwriters with respect to such security entitlement. For purposes of this representation, Coffeyville Resources may assume that when such payment, delivery and crediting occur, (A) DTC will be registered as a "clearing corporation" within the meaning of Section 8-102(a)(9) of the UCC, (B) to the extent DTC maintains any "financial asset" (as defined in Section 8-102(a)(9) of the UCC) in a clearing corporation pursuant to Section 8-111 of the UCC, the rules of such clearing corporation may affect the rights of DTC and the ownership interest of the Underwriters, (C) claims of creditors of DTC may be given priority to the extent set forth in Sections 8-511(b) and 8-511(c) of the UCC and (D) if at any time DTC does not have sufficient LP Units to satisfy claims of all of its entitlement holders with respect thereto then all holders will share pro rata in the LP Units then held by DTC;

(v) The sale of the LP Units as herein contemplated and the compliance by Coffeyville Resources with this Agreement, and the consummation of the transactions herein contemplated, including the sale, assignment, transfer and delivery of the LP Units by Coffeyville Resources, will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which Coffeyville Resources is a party or by which Coffeyville Resources is bound or to which any of the property or assets of Coffeyville Resources is subject; nor will such action result in any violation of the provisions of the Coffeyville Resources LLC Agreement or any statute or any order, rule or regulation of any court or governmental agency or body having jurisdiction over Coffeyville Resources or any of its properties, after giving effect to any consents, approvals, authorizations, orders, registrations, qualifications, waivers and amendments as have been obtained or made as of the date of this Agreement; nor does or will such action result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of Coffeyville Resources; and no consent, approval, authorization, order, registration or qualification of or with any such court or governmental agency or body is required for the sale and delivery of the LP Units or the consummation by Coffeyville Resources of the transactions contemplated by this Agreement, except (i) the registration under the Exchange Act and the Act of LP Units, and the listing of the LP Units on the Exchange, all of which have occurred, (ii) such consents, approvals, authorizations, registrations or qualifications as may be required under state securities or Blue Sky laws or the rules and regulations of FINRA in connection with the purchase and distribution of the LP Units by the Underwriters; and (iii) where the failure to obtain or make any such consent, approval, authorization, order, registration, or qualification would not reasonably be expected, individually and in the aggregate, to have a Material Adverse Effect or would not materially impair the consummation of the transactions herein contemplated;

(vi) Assuming no purchase by the Underwriters of any Optional LP Units, at the First Time of Delivery after giving effect to the sale of the Firm LP Units, Coffeyville Resources will own 38,920,000 Common Units;

(vii) Coffeyville Resources owns all of the issued and outstanding member interests in Managing GP free and clear of all Liens; and

(viii) In order to document the Underwriters' compliance with the reporting and withholding provisions of the Tax Equity and Fiscal Responsibility Act of 1982 with respect to the transactions contemplated herein, Coffeyville Resources will deliver to Credit Suisse Securities (USA) LLC ("Credit Suisse") on behalf of the Underwriters prior to the Time of Delivery a properly completed and executed United States Treasury Department Form W-9 (or other applicable form or statement specified by Treasury Department regulations in lieu thereof).

2. Subject to the terms and conditions herein set forth, (a) Coffeyville Resources agrees to sell to each of the Underwriters, and each of the Underwriters agrees, severally and not jointly, to purchase from Coffeyville Resources, at a purchase price per Common Unit of \$24.38 (which is equal to the public offering price of \$25.15 per Common Unit less underwriting discounts and commissions of \$0.77 per Common Unit), the number of Firm LP Units set forth opposite the name of such Underwriter in Schedule I hereto and (b) in the event and to the extent that the Underwriters shall exercise the election to purchase Optional LP Units as provided below, Coffeyville Resources agrees to sell to each of the Underwriters, and each of the Underwriters agrees, severally and not jointly, to purchase from Coffeyville Resources, at the purchase price per Common Unit set forth in clause (a) of this Section 2, that portion of the number of Optional LP Units as to which such election shall have been exercised (to be adjusted by you so as to eliminate fractional units) determined by multiplying such number of Optional LP Units by a fraction, the numerator of which is the maximum number of Optional LP Units which such Underwriter is entitled to purchase as set forth opposite the name of such Underwriter in Schedule I hereto and the denominator of which is the maximum number of Optional LP Units that all of the Underwriters are entitled to purchase hereunder.

Coffeyville Resources hereby grants to the Underwriters, severally and not jointly, the right to purchase at their election up to 1,800,000 Optional LP Units, at the purchase price per Common Unit set forth in the paragraph above, for the sole purpose of covering sales of LP Units in excess of the number of Firm LP Units. Credit Suisse may elect to exercise this right on behalf of the Underwriters in whole or from time to time in part. Any such election to purchase Optional LP Units may be exercised only by written notice from Credit Suisse to Coffeyville Resources, given within a period of 30 calendar days after the date of this Agreement, setting forth the aggregate number of Optional LP Units to be purchased and the date on which such Optional LP Units are to be delivered, as determined by Credit Suisse but in no event earlier than the First Time of Delivery or, unless Credit Suisse and Coffeyville Resources otherwise agree in writing, earlier than two or later than ten business days after the date of such notice.

3. Upon the authorization by Coffeyville Resources of the release of the Firm LP Units, the several Underwriters propose to offer the Firm LP Units for sale upon the terms and conditions set forth in the Prospectus.

4. (a) The LP Units to be purchased by each Underwriter hereunder, in definitive form, and in such authorized denominations and registered in such names as Credit Suisse may request upon at least forty-eight hours' prior notice to Coffeyville Resources shall be delivered by or on behalf of Coffeyville Resources to Credit Suisse, through the facilities of DTC, for the account of such Underwriter, against payment by or on behalf of such Underwriter of the purchase price therefor by wire transfer of Federal (same-day) funds to the account specified by Coffeyville Resources to Credit Suisse at least forty-eight hours in advance. The time and date of such delivery and payment shall be, with respect to the Firm LP Units, 9:30 a.m., New York City time, on May 28, 2013 or such other time and date as Credit Suisse and Coffeyville Resources may agree upon in writing, and, with respect to the Optional LP Units, 9:30 a.m., New York time, on the date specified by Credit Suisse in the written notice given by Credit Suisse of the Underwriters' election to purchase such Optional LP Units, or such other time and date as Credit Suisse and Coffeyville Resources may agree upon in writing. Such time and date for delivery of the Firm LP Units is herein called the "First Time of Delivery", such time and date for delivery of any Optional LP Units, if not the First Time of Delivery, is herein called an "Option Time of Delivery", and each such time and date for delivery is herein called a "Time of Delivery".

(b) The documents to be delivered at each Time of Delivery by or on behalf of the parties hereto pursuant to Section 8 hereof, including the cross receipt for the LP Units and any additional documents reasonably requested by the Underwriters, will be delivered at the offices of Debevoise & Plimpton LLP, 919 Third Avenue, New York, New York 10022 (the "Closing Location"), and the LP Units will be delivered electronically via the facilities of DTC, all at such Time of Delivery. A meeting will be held at the Closing Location at 2:00 p.m., New York City time, on the New York Business Day next preceding such Time of Delivery, at which meeting the final drafts of the documents to be delivered pursuant to the preceding sentence will be available for review by the parties hereto. For the purposes of this Section 4, "New York Business Day" shall mean each Monday, Tuesday, Wednesday, Thursday and Friday that is not a day on which banking institutions in New York City are generally authorized or obligated by law or executive order to close.

5. The Company agrees with each of the several Underwriters:

(a) To prepare the Prospectus in a form to which you shall not have reasonably objected on a timely basis and to file such Prospectus pursuant to Rule 424(b) under the Act not later than the Commission's close of business on the second business day following the execution and delivery of this Agreement; to make no further amendment or any supplement to the Registration Statement or the Prospectus prior to the last Time of Delivery which shall be reasonably disapproved by you promptly after reasonable notice thereof; to advise you, promptly after it receives notice thereof, of the time when any amendment to the Registration Statement has been filed or becomes effective or any amendment or supplement to the Prospectus has been filed and to furnish you with copies thereof; to file promptly all material required to be filed by the Company with the Commission pursuant to Rule 433(d) under the Act; to advise you, promptly after it receives notice thereof, of the issuance by the Commission of any stop order or of any order preventing or suspending the use of any Preliminary Prospectus Supplement, the Pricing Prospectus or other prospectus in respect of the LP Units, of the suspension of the qualification of the LP Units for offering or sale in any jurisdiction, of the initiation or threatening of any proceeding for any such purpose, or of any request by the Commission for the amending or supplementing of the Registration Statement or the Prospectus or for additional information; and, in the event of the issuance of any stop order or of any order preventing or suspending the use of any Preliminary Prospectus Supplement, the Pricing Prospectus or other prospectus or suspending any such qualification, to promptly use its reasonable best efforts to obtain the withdrawal of such order;

(b) Promptly from time to time to take such action as you may reasonably request to qualify the LP Units for offering and sale under the securities laws of such jurisdictions as you may request and to comply with such laws so as to permit the continuance of sales and dealings therein in such jurisdictions for as long as may be necessary to complete the distribution of the LP Units, provided that in connection therewith the Company shall not be required to qualify as a foreign partnership or to file a general consent to service of process or subject itself to taxation for doing business in any jurisdiction;

(c) To furnish the Underwriters prior to 5:00 p.m., New York City time, on the New York Business Day next succeeding the date of this Agreement and from time to time, with written and electronic copies of the Prospectus in New York City in such quantities as you may reasonably request, and, if (i) the Underwriters notify the Company that or (ii) the Company otherwise has knowledge that the delivery of a prospectus (or in lieu thereof, the notice referred to in Rule 173(a) under the Act) is required at any time prior to the expiration of nine months after the time of issue of the Prospectus in connection with the offering or sale of the LP Units and if at such time any event shall have occurred as a result of which the Prospectus as then amended or supplemented would include an untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made when such Prospectus (or in lieu thereof, the notice referred to in Rule 173(a) under the Act) is delivered, not misleading, or, if for any other reason it shall be necessary during such same

period to amend or supplement the Prospectus in order to comply with the Act, to notify you and upon your request to prepare and furnish without charge to each Underwriter and to any dealer in securities as many written and electronic copies as you may from time to time reasonably request of an amended Prospectus or a supplement to the Prospectus which will correct such statement or omission or effect such compliance, and in case any Underwriter is required to deliver a prospectus (or in lieu thereof, the notice referred to in Rule 173(a) under the Act) in connection with sales of any of the LP Units at any time nine months or more after the time of issue of the Prospectus, upon your request but at the expense of such Underwriter, to prepare and deliver to such Underwriter as many written and electronic copies as you may request of an amended or supplemented Prospectus complying with Section 10(a)(3) of the Act;

(d) To make generally available to its securityholders as soon as practicable, but in any event not later than sixteen months after the effective date of the Registration Statement (as defined in Rule 158(c) under the Act), an earnings statement of the Company and its subsidiaries (which need not be audited) complying with Section 11(a) of the Act and the rules and regulations of the Commission thereunder (including, at the option of the Company, Rule 158);

(e) During the period commencing on the date hereof and ending 45 days after the date hereof (the "Lock-Up Period"), not to offer, sell, contract to sell, pledge, grant any option to purchase, make any short sale or otherwise dispose, except as provided hereunder, of any securities of the Company that are substantially similar to the LP Units, including but not limited to any options or warrants to purchase Common Units or any securities that are convertible into or exchangeable for, or that represent the right to receive, Common Units or any such substantially similar securities (other than pursuant to employee and/or director equity plans existing on, or upon the conversion or exchange of convertible or exchangeable securities outstanding as of the date of this Agreement or as described in the Prospectus), without Credit Suisse's prior written consent; and

(f) Until the earlier of two years from the date hereof or the attainment by the Company of "Well-Known Seasoned Issuer" status as defined under the Act, to furnish to its unitholders as soon as practicable after the end of each fiscal year an annual report (including a balance sheet and statements of income, partners' capital and cash flows of the Company and its consolidated subsidiaries certified by independent public accountants) and, as soon as practicable after the end of each of the first three quarters of each fiscal year (beginning with the fiscal quarter ending after the effective date of the Registration Statement), to make available to its unitholders consolidated summary financial information of the Company and its subsidiaries for such quarter in reasonable detail; *provided, however*, that the Company will be deemed to have satisfied the requirements of this paragraph (f) if the Company files with or furnishes to the Commission the reports, documents or information required by Section 13 or 15(d) of the Exchange Act.

6. (a) Each of the CVR Parties, jointly and severally, represents and agrees that, without the prior consent of the Representatives, it has not made and will not make any offer relating to the LP Units that would constitute a “free writing prospectus” as defined in Rule 405 under the Act; each Underwriter severally, and not jointly, represents and agrees that, without the prior consent of the Company and the Representatives, it has not made and will not make any offer relating to the LP Units that would constitute a free writing prospectus; the Company and the Representatives agree that any such free writing prospectus the use of which has been consented to by the Company and the Representatives is listed on Schedule IIB hereto;

(b) The Company has complied and will comply with the requirements of Rule 433 under the Act applicable to any Issuer Free Writing Prospectus, including timely filing with the Commission or retention where required and legending; and

(c) The Company agrees that if at any time following issuance of an Issuer Free Writing Prospectus any event occurred or occurs as a result of which such Issuer Free Writing Prospectus would conflict with the information in the Registration Statement, the Pricing Prospectus or the Prospectus or would include an untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances then prevailing at the time of such issuance, not misleading, the Company will give prompt notice thereof to the Representatives and, following such notice, if requested by the Representatives, will prepare and furnish without charge to each Underwriter an Issuer Free Writing Prospectus or other document that will correct such conflict, statement or omission; *provided, however*, that this covenant shall not apply to any statements or omissions in an Issuer Free Writing Prospectus made in reliance upon and in conformity with information furnished in writing to the Company by an Underwriter through the Representatives expressly for use therein.

7. The Company covenants and agrees with the several Underwriters to pay or cause to be paid the following: (i) the fees, disbursements and expenses of the Company’s counsel and accountants in connection with the registration of the LP Units under the Act and all other expenses in connection with the preparation, printing, reproduction and filing of the Registration Statement, any Preliminary Prospectus Supplement, any Issuer Free Writing Prospectus and the Prospectus and amendments and supplements thereto and the mailing and delivering of copies thereof to the Underwriters and dealers; (ii) all expenses in connection with the qualification of the LP Units for offering and sale under state securities laws as provided in Section 5(b) hereof, including the reasonable fees and disbursements of counsel for the Underwriters in connection with such qualification and in connection with the blue sky memorandum; (iii) the filing fees incident to, and the reasonable fees and disbursements of counsel for the Underwriters in connection with, any required review by FINRA of the terms of the

sale of the LP Units (the total amount of fees and disbursements of counsel for the Underwriters under clauses (ii) and (iii) shall be capped at no more than \$35,000); (iv) the fees and expenses of Coffeyville Resources' counsel in connection with the registration and sale of the LP Units under the Act; (v) the cost and charges of any transfer agent or registrar; and (vi) all other costs and expenses incident to the performance of its obligations hereunder which are not otherwise specifically provided for in this Section 7; *provided, however*, each of the Company and the Underwriters will pay for their own costs in connection with meetings with prospective purchasers. It is understood, however, that the Company shall bear the cost of any other matters not directly relating to the sale and purchase of the LP Units pursuant to this Agreement. Coffeyville Resources covenants that it will pay or cause to be paid the underwriting commissions and discounts and transfer taxes, if any, incident to the sale and delivery of the LP Units to be sold by Coffeyville Resources to the Underwriters hereunder. It is understood, however, that, except as provided in this Section 7, and Sections 9 and 13 hereof, the Underwriters will pay all of their own costs and expenses, including the fees of their counsel, stock transfer taxes on resale of any of the LP Units by them, and any advertising expenses connected with any offers they may make.

8. The obligations of the Underwriters hereunder, as to the LP Units to be delivered at each Time of Delivery, shall be subject, in their discretion, to the condition that all representations and warranties and other statements of the CVR Parties herein are, at and as of such Time of Delivery, true and correct, the condition that the CVR Parties shall have performed all of their respective obligations hereunder theretofore to be performed, and the following additional conditions:

(a) The Prospectus shall have been filed with the Commission pursuant to Rule 424(b) under the Act within the applicable time period prescribed for such filing by the rules and regulations under the Act and in accordance with Section 5(a) hereof; all material required to be filed by the Company pursuant to Rule 433(d) under the Act shall have been filed with the Commission within the applicable time period prescribed for such filing by Rule 433; no stop order suspending the effectiveness of the Registration Statement or any part thereof shall have been issued and no proceeding for that purpose shall have been initiated or threatened by the Commission; no stop order suspending or preventing the use of the Prospectus or any Issuer Free Writing Prospectus shall have been initiated or threatened by the Commission; and all requests for additional information on the part of the Commission shall have been complied with to your reasonable satisfaction;

(b) Debevoise & Plimpton LLP, counsel for the Underwriters, shall have furnished to you such written opinion or opinions, dated such Time of Delivery, in form and substance satisfactory to you, and such counsel shall have received such papers and information as they may reasonably request to enable them to pass upon such matters;

(c) Andrews Kurth LLP, counsel for the Underwriters, shall have furnished to you such written opinion or opinions, dated such Time of Delivery, in form and substance satisfactory to you, and such counsel shall have received such papers and information as they may reasonably request to enable them to pass upon such matters;

(d) Fried, Frank, Harris, Shriver & Jacobson LLP, counsel for the Company, shall have furnished to you their written opinion (a draft of the form of such opinion is attached as Annex I(a) hereto), dated such Time of Delivery, in form and substance satisfactory to you;

(e) Fried, Frank, Harris, Shriver & Jacobson LLP, counsel for Coffeyville Resources, shall have furnished to you their written opinion (a draft of the form of such opinion is attached as Annex I(b) hereto), dated such Time of Delivery, in form and substance satisfactory to you;

(f) Vinson & Elkins L.L.P., counsel for the Company, shall have furnished to you their written opinion (a draft of the form of such opinion is attached as Annex I(c) hereto), dated such Time of Delivery, in form and substance satisfactory to you

(g) On the date of the Prospectus and at each Time of Delivery, KPMG LLP shall have furnished to you a letter or letters, dated the respective dates of delivery thereof, in form and substance satisfactory to you;

(h) (i) None of the CVR Partners Entities shall have sustained since the date of the latest audited financial statements included in the Pricing Prospectus any loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree, in each case otherwise than as set forth or contemplated in the Pricing Prospectus, and (ii) since the respective dates as of which information is given in the Pricing Prospectus there shall not have been any change in the partners' capital or members' equity (as the case may be) or long-term debt of the CVR Partners Entities, taken together as a whole, or any change, or any development involving a prospective change, in or affecting the general affairs, management, financial position, partners' capital or members' equity (as the case may be) or results of operations of the CVR Partners Entities, taken together as a whole, otherwise than as set forth or contemplated in the Pricing Prospectus, the effect of which, in any such case described in clause (i) or (ii), is in your judgment so material and adverse as to make it impracticable or inadvisable to proceed with the public offering or the delivery of the LP Units being delivered at such Time of Delivery on the terms and in the manner contemplated in the Prospectus;

(i) On or after the Applicable Time (i) no downgrading shall have occurred in the rating accorded any debt securities or preferred stock of the Company or Operating LLC or in the corporate rating of the Company or Operating LLC by any "nationally recognized statistical rating organization", as that term is defined for purposes of Section 3(a)(62) under the Exchange Act, and

(ii) no such organization shall have publicly announced that it has under surveillance or review, with possible negative implications, its rating of any debt securities or preferred stock of the Company or Operating LLC or the corporate rating of the Company or Operating LLC;

(j) On or after the Applicable Time there shall not have occurred any of the following: (i) a suspension or material limitation in trading in securities generally on the Exchange; (ii) a suspension or material limitation in trading in the securities of the Company on the Exchange; (iii) a general moratorium on commercial banking activities declared by either Federal or New York State authorities or a material disruption in commercial banking or securities settlement or clearance services in the United States; (iv) the outbreak or escalation of hostilities involving the United States or the declaration by the United States of a national emergency or war; or (v) the occurrence of any other calamity or crisis or any change in financial, political or economic conditions in the United States or elsewhere, if the effect of any such event specified in clause (iv) or (v) in your judgment makes it impracticable or inadvisable to proceed with the public offering or the delivery of the LP Units being delivered at such Time of Delivery on the terms and in the manner contemplated in the Prospectus;

(k) The Company shall have obtained and delivered to the Representatives on behalf of the Underwriters executed copies of a Lock-up Agreement in a form heretofore furnished by you from each party named in Schedule III hereto;

(l) The Company shall have complied with the provisions of Section 5(c) hereof with respect to the furnishing of prospectuses on the second New York Business Day next succeeding the date of this Agreement;

(m) The Company shall have furnished or caused to be furnished to you at such Time of Delivery a certificate of the chairman, chief executive officer and chief financial officer of Managing GP, satisfactory to you to the effect that the representations and warranties of the CVR Partners Entities herein are true and correct at and as of such Time of Delivery and that the CVR Partners Entities have complied with all of the agreements and satisfied all of the conditions on their respective parts to be performed or satisfied hereunder on or prior to such Time of Delivery;

(n) Coffeyville Resources shall have furnished or caused to be furnished to you at such Time of Delivery a certificate of the chief executive officer and chief financial officer of Coffeyville Resources, satisfactory to you to the effect that the representations and warranties of Coffeyville Resources herein are true and correct at and as of such Time of Delivery and that Coffeyville Resources has complied with all of the agreements and satisfied all of the conditions to be performed or satisfied hereunder on or prior to such Time of Delivery; and

(o) At such Time of Delivery, the LP Units shall be free and clear of all Liens as of such Time of Delivery, and the Representatives on behalf of the Underwriters shall have received evidence thereof in writing.

9. (a) The CVR Parties, jointly and severally, (i) will indemnify and hold harmless each Underwriter against any losses, claims, damages or liabilities, joint or several, to which such Underwriter may become subject, under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, any Preliminary Prospectus Supplement, the Pricing Prospectus or the Prospectus, or any amendment or supplement thereto, any Issuer Free Writing Prospectus or any “issuer information” (in the case of either an Issuer Free Writing Prospectus or such “issuer information,” taken together with the Pricing Prospectus) filed or required to be filed pursuant to Rule 433(d) under the Act, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and (ii) will reimburse each Underwriter for any legal or other expenses reasonably incurred by such Underwriter in connection with investigating or defending any such action or claim as such expenses are incurred; *provided, however*, that the CVR Parties shall not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in the Registration Statement, any Preliminary Prospectus Supplement, the Pricing Prospectus or the Prospectus, or any amendment or supplement thereto, or any Issuer Free Writing Prospectus, in reliance upon and in conformity with written information furnished to the Company by any Underwriter through the Representatives for use therein.

(b) Each Underwriter, severally and not jointly, will indemnify and hold harmless the CVR Parties against any losses, claims, damages or liabilities to which the CVR Parties may become subject, under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, any Preliminary Prospectus Supplement, the Pricing Prospectus or the Prospectus, or any amendment or supplement thereto, or any Issuer Free Writing Prospectus, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in the Registration Statement, any Preliminary Prospectus Supplement or the Prospectus, or any amendment or supplement thereto, or any Issuer Free Writing Prospectus, in reliance upon and in conformity with written information furnished to the Company by such Underwriter through the Representatives expressly for use therein; and will reimburse the CVR Parties for any legal or other expenses reasonably incurred by the CVR Parties in connection with investigating or defending any such action or claim as such expenses are incurred.

(c) Promptly after receipt by an indemnified party under subsection (a) or (b) above of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify the indemnifying party in writing of the commencement thereof; but the omission so to notify the indemnifying party shall not relieve it from any liability which it may have to any indemnified party otherwise than under such subsection. In case any such action shall be brought against any indemnified party and it shall notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it shall wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel reasonably satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and, after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be liable to such indemnified party under such subsection for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by such indemnified party, in connection with the defense thereof other than reasonable costs of investigation. No indemnifying party shall, without the written consent of the indemnified party, effect the settlement or compromise of, or consent to the entry of any judgment with respect to, any pending or threatened action or claim in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified party is an actual or potential party to such action or claim) unless such settlement, compromise or judgment (i) includes an unconditional release of the indemnified party from all liability arising out of such action or claim and (ii) does not include a statement as to or an admission of fault, culpability or a failure to act, by or on behalf of any indemnified party.

(d) If the indemnification provided for in this Section 9 is unavailable to or insufficient to hold harmless an indemnified party under subsection (a) or (b) above in respect of any losses, claims, damages or liabilities (or actions in respect thereof) referred to therein, then each indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities (or actions in respect thereof) in such proportion as is appropriate to reflect the relative benefits received by the CVR Parties on the one hand and the Underwriters on the other from the offering of the LP Units. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law or if the indemnified party failed to give the notice required under subsection (c) above, then each indemnifying party shall contribute to such amount paid or payable by such indemnified party in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the CVR Parties on the one hand and the Underwriters on the other in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities (or actions in respect thereof), as well as any other relevant equitable considerations. The relative benefits received by the CVR Parties on the one hand and the Underwriters on the other shall be deemed to be in the same

proportion as the total net proceeds from the offering (before deducting expenses) received by the CVR Parties bear to the total underwriting discounts and commissions received by the Underwriters, in each case as set forth in the table on the cover page of the Prospectus. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the CVR Parties on the one hand or the Underwriters on the other and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The CVR Parties and the Underwriters agree that it would not be just and equitable if contribution pursuant to this subsection (d) were determined by *pro rata* allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to above in this subsection (d). The amount paid or payable by an indemnified party as a result of the losses, claims, damages or liabilities (or actions in respect thereof) referred to above in this subsection (d) shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this subsection (d), no Underwriter shall be required to contribute any amount in excess of the amount by which the total price at which the LP Units underwritten by it and distributed to the public were offered to the public exceeds the amount of any damages which such Underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 10(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Underwriters' obligations in this subsection (d) to contribute are several in proportion to their respective underwriting obligations and not joint. No party shall be liable for contribution under this subsection (d) except to the extent and under such circumstances as such party would have been liable for indemnification under this Section 9 if such indemnification were available or enforceable under applicable law.

(e) The obligations of the CVR Parties under this Section 9 shall be in addition to any liability which the CVR Parties may otherwise have and shall extend, upon the same terms and conditions, to each person, if any, who controls any Underwriter within the meaning of the Act, each broker-dealer affiliate of any Underwriter and any selling agent of any Underwriter; and the obligations of the Underwriters under this Section 9 shall be in addition to any liability which the respective Underwriters may otherwise have and shall extend, upon the same terms and conditions, to the respective officers and directors of the CVR Parties (including any person who, with his or her consent, is named in the Registration Statement as about to become a director of the Company) and to each person, if any, who controls the CVR Parties within the meaning of the Act.

10. In making a claim for indemnification under Section 9 of this Agreement (other than for any legal or other expenses reasonably incurred in connection with investigating or defending any action or claim in accordance with clause (a)(ii) of Section 9 (“Expense Reimbursement”), as further provided below) or contribution under Section 9 of this Agreement, by any of the CVR Parties, an indemnified party may proceed against either (1) all of the CVR Parties jointly or (ii) the Company, Managing GP and Operating LLC jointly, but may not proceed solely against Coffeyville Resources. Notwithstanding the provisions of Section 9 of this Agreement, in making a claim for indemnification under Section 9 (other than for an Expense Reimbursement), or contribution under Section 9, by any of the CVR Parties, as a precondition to any indemnified party obtaining indemnification or contribution from Coffeyville Resources for any loss, claim, damage, liability or expense under Section 9, such indemnified party shall first obtain a final judgment from a trial court that such indemnified party is entitled to indemnity or contribution under this Agreement with respect to such loss, claim, damage, liability or expense (the “Indemnity Final Judgment”) from the Company, Managing GP, Operating LLC and Coffeyville Resources (or any of them) and shall seek to satisfy such Indemnity Final Judgment in full from the Company, Managing GP and Operating LLC by making a written demand upon the Company, Managing GP and Operating LLC for such satisfaction. If such Indemnity Final Judgment shall remain unsatisfied in whole or in part 45 days following the date of receipt by the Company, Managing GP and Operating LLC of such demand, any indemnified party shall have the right to take action to satisfy such Indemnity Final Judgment by making demand directly on Coffeyville Resources (but only if and to the extent the Company, Managing GP or Operating LLC have not already satisfied such Indemnity Final Judgment, whether by settlement, release or otherwise). The indemnified parties may exercise this right to first seek to obtain payment from the Company, Managing GP and Operating LLC and thereafter obtain payment from Coffeyville Resources without regard to the pursuit by any party of its rights to the appeal of such Indemnity Final Judgment. The indemnified parties shall, however, be relieved of their obligation to first obtain an Indemnity Final Judgment, seek to obtain payment from the Company, Managing GP and Operating LLC with respect to such Indemnity Final Judgment or, having sought such payment, to wait such 45 days after failure by the Company, Managing GP and Operating LLC to immediately satisfy any such Final Judgment if (i) the Company, Managing GP or Operating LLC files a petition for relief under the United States Bankruptcy Code (the “Bankruptcy Code”), (ii) an order for relief is entered against the Company, Managing GP or Operating LLC in an involuntary case under the Bankruptcy Code and such order is not dismissed within 60 days after the filing thereof, (iii) the Company, Managing GP or Operating LLC makes an assignment for the benefit of its creditors or (iv) any court orders or approves the appointment of a receiver or custodian for the Company, Managing GP or Operating LLC or a substantial portion of any of their assets and such appointment is not discharged within 60 days after the effective date thereof. The foregoing provisions of this paragraph are not intended to

require any indemnified party to obtain an Indemnity Final Judgment against the Company, Managing GP, Operating LLC or Coffeyville Resources before obtaining any Expense Reimbursement. However, the indemnified parties shall first seek to obtain Expense Reimbursement in full from the Company, Managing GP and Operating LLC by making a written demand upon the Company, Managing GP and Operating LLC for such Expense Reimbursement. If such expenses shall remain unreimbursed in whole or in part 45 days following the date of receipt by the Company, Managing GP and Operating LLC of such demand, any indemnified party shall have the right to receive Expense Reimbursement from Coffeyville Resources by making written demand directly on Coffeyville Resources (but only if and to the extent the Company, Managing GP or Operating LLC have not already satisfied the demand for such Expense Reimbursement, whether by settlement, release or otherwise). The indemnified parties shall, however, be relieved of their obligation to first seek to obtain such Expense Reimbursement in full from the Company, Managing GP and Operating LLC or, having made written demand therefor, to wait such 45 days after failure by the Company, Managing GP and Operating LLC to immediately reimburse such expenses if (i) the Company, Managing GP or Operating LLC files a petition for relief under the Bankruptcy Code, (ii) an order for relief is entered against the Company, Managing GP or Operating LLC in an involuntary case under the Bankruptcy Code, (iii) the Company, Managing GP or Operating LLC makes an assignment for the benefit of its creditors or (iv) any court orders or approves the appointment of a receiver or custodian for the Company, Managing GP or Operating LLC or a substantial portion of any of their assets.

11. (a) If any Underwriter shall default in its obligation to purchase the LP Units which it has agreed to purchase hereunder at a Time of Delivery, you may in your discretion arrange for you or another party or other parties to purchase such LP Units on the terms contained herein. If within thirty-six hours after such default by any Underwriter you do not arrange for the purchase of such LP Units, then the Company and Coffeyville Resources shall be entitled to a further period of thirty-six hours within which to procure another party or other parties satisfactory to you to purchase such LP Units on such terms. In the event that, within the respective prescribed periods, you notify the Company and Coffeyville Resources that you have so arranged for the purchase of such LP Units, or the Company and Coffeyville Resources notify you that it has so arranged for the purchase of such LP Units, you or the Company and Coffeyville Resources shall have the right to postpone such Time of Delivery for a period of not more than seven days, in order to effect whatever changes may thereby be made necessary in the Registration Statement or the Prospectus, or in any other documents or arrangements, and the Company agrees to file promptly any amendments or supplements to the Registration Statement or the Prospectus which in your opinion may thereby be made necessary. The term "Underwriter" as used in this Agreement shall include any person substituted under this Section 11 with like effect as if such person had originally been a party to this Agreement with respect to such LP Units.

(b) If, after giving effect to any arrangements for the purchase of the LP Units of a defaulting Underwriter or Underwriters by you and the Company and Coffeyville Resources as provided in subsection (a) above, the aggregate number of such LP Units which remains unpurchased does not exceed one-eleventh of the aggregate number of all the LP Units to be purchased at such Time of Delivery, then Coffeyville Resources shall have the right to require each non-defaulting Underwriter to purchase the number of LP Units which such Underwriter agreed to purchase hereunder at such Time of Delivery and, in addition, to require each non-defaulting Underwriter to purchase its *pro rata* share (based on the number of LP Units which such Underwriter agreed to purchase hereunder) of the LP Units of such defaulting Underwriter or Underwriters for which such arrangements have not been made; but nothing herein shall relieve a defaulting Underwriter from liability for its default.

(c) If, after giving effect to any arrangements for the purchase of the LP Units of a defaulting Underwriter or Underwriters by you and the Company and Coffeyville Resources as provided in subsection (a) above, the aggregate number of such LP Units which remains unpurchased exceeds one-eleventh of the aggregate number of all the LP Units to be purchased at such Time of Delivery, or if Coffeyville Resources shall not exercise the right described in subsection (b) above to require non-defaulting Underwriters to purchase LP Units of a defaulting Underwriter or Underwriters, then this Agreement (or, with respect to any Option Time of Delivery, the obligations of the Underwriters to purchase and of the Company to sell the Optional LP Units) shall thereupon terminate, without liability on the part of any non-defaulting Underwriter or the Company or Coffeyville Resources, except for the expenses to be borne by the Company and Coffeyville Resources and the Underwriters as provided in Section 7 hereof and the indemnity and contribution agreements in Section 9 hereof; but nothing herein shall relieve a defaulting Underwriter from liability for its default.

12. (a) The respective indemnities, agreements, representations, warranties and other statements of the CVR Parties and the several Underwriters, as set forth in this Agreement or made by or on behalf of them, respectively, pursuant to this Agreement, shall remain in full force and effect, regardless of any investigation (or any statement as to the results thereof) made by or on behalf of any Underwriter or any controlling person of any Underwriter, or the CVR Parties, or any officer or director or controlling person of any of the CVR Parties, and shall survive delivery of and payment for the LP Units.

(b) In making a claim for breach by the CVR Parties of any agreement, representation or warranty contained in this Agreement, any Underwriter may proceed against either (i) all of the CVR Parties jointly or (ii) the Company, Managing GP and Operating LLC jointly, but may not proceed solely against Coffeyville Resources. As a precondition to any Underwriter obtaining recovery of any loss, claim, damage, liability or expense from Coffeyville Resources arising out of, or based upon or resulting from such breach, such Underwriter shall first obtain a final judgment from a trial court that such

Underwriter is entitled to recovery under this Agreement with respect to such loss, claim, damage, liability or expense (the "Breach Final Judgment") from the Company, Managing GP, Operating LLC and Coffeyville Resources (or any of them) and shall seek to satisfy such Breach Final Judgment in full from the Company, Managing GP and Operating LLC by making a written demand upon the Company, Managing GP and Operating LLC for such satisfaction. If such Breach Final Judgment shall remain unsatisfied in whole or in part 45 days following the date of receipt by the Company, Managing GP and Operating LLC of such demand, any Underwriter shall have the right to take action to satisfy such Breach Final Judgment by making demand directly on Coffeyville Resources (but only if and to the extent the Company, Managing GP or Operating LLC have not already satisfied such Breach Final Judgment, whether by settlement, release or otherwise). The Underwriters may exercise this right to first seek to obtain payment from the Company, Managing GP and Operating LLC and thereafter obtain payment from Coffeyville Resources without regard to the pursuit by any party of its rights to the appeal of such Breach Final Judgment. The Underwriters shall, however, be relieved of their obligation to first obtain a Breach Final Judgment, seek to obtain payment from the Company, Managing GP and Operating LLC with respect to such Breach Final Judgment or, having sought such payment, to wait such 45 days after failure by the Company, Managing GP and Operating LLC to immediately satisfy any such Breach Final Judgment if (i) the Company, Managing GP or Operating LLC files a petition for relief under the Bankruptcy Code, (ii) an order for relief is entered against the Company, Managing GP or Operating LLC in an involuntary case under the Bankruptcy Code and such order is not dismissed within 60 days after the filing thereof, (iii) the Company, Managing GP or Operating LLC makes an assignment for the benefit of its creditors or (iv) any court orders or approves the appointment of a receiver or custodian for the Company, Managing GP or Operating LLC or a substantial portion of any of their assets and such appointment is not discharged within 60 days after the effective date thereof.

(c) Notwithstanding anything in this Agreement to the contrary, Coffeyville Resources' aggregate liability pursuant to the indemnity and contribution provisions of Section 9 hereof and for any breach by Coffeyville Resources or any CVR Partners Entity of any agreement, representation or warranty contained in this Agreement shall not exceed an amount equal to the product of (x) the number of LP Units sold by Coffeyville Resources and (y) the per LP Unit net proceeds to Coffeyville Resources, as set forth in the Pricing Prospectus.

13. If this Agreement shall be terminated pursuant to Section 11 hereof, the CVR Parties shall not then be under any liability to any Underwriter except as provided in Sections 7 and 9 hereof; but, if for any other reason any LP Units are not delivered by or on behalf of the Company as provided herein (other than due to the failure to satisfy any of the conditions provided in clauses (i), (iii), (iv) or (v) of Section 8(j) hereof), the CVR Parties will cause the Company to reimburse the

Underwriters through you for all out-of-pocket expenses approved in writing by you, including fees and disbursements of counsel, reasonably incurred by the Underwriters in making preparations for the purchase, sale and delivery of the LP Units not so delivered, but the CVR Parties shall not then be under any further liability to any Underwriter except as provided in Sections 7 and 9 hereof.

14. In all dealings hereunder, you, as the Representatives, shall act on behalf of each of the Underwriters, and the parties hereto shall be entitled to act and rely upon any statement, request, notice or agreement on behalf of any Underwriter made or given by all of the Underwriters jointly or by, or on behalf of, the Representatives on behalf of the Underwriters.

15. All statements, requests, notices and agreements hereunder shall be in writing, and if to the Underwriters shall be delivered or sent by mail, telex or facsimile transmission to Credit Suisse Securities (USA) LLC, Eleven Madison Avenue, New York, New York 10010, Attention: ECM Syndicate Desk, telephone (212) 325-4496, facsimile (212) 448-4113 on behalf of the Representatives; and if to the CVR Parties shall be delivered or sent by mail, telex or facsimile transmission to the address of the Company set forth in the Registration Statement, Attention: Senior Vice President, General Counsel and Secretary, with a copy, which shall not constitute notice, to Fried, Frank, Harris, Shriver & Jacobson LLP, One New York Plaza, New York, New York 10004, Attention: Michael A. Levitt; *provided, however*, that any notice to an Underwriter pursuant to subsection 9(c) hereof shall be delivered or sent by mail, telex or facsimile transmission to such Underwriter at its address set forth in its Underwriters' Questionnaire, or telex constituting such Questionnaire, which address will be supplied to the Company by you upon request; *provided, however*, that notices under subsection 9(c) shall be in writing, and if to the Underwriters shall be delivered or sent by mail, telex or facsimile transmission to Credit Suisse Securities (USA) LLC, Eleven Madison Avenue, New York, New York 10010, Attention: ECM Syndicate Desk, telephone (212) 325-4496, facsimile (212) 448-4113 on behalf of the Representatives; Any such statements, requests, notices or agreements shall take effect upon receipt thereof.

16. This Agreement shall be binding upon, and inure solely to the benefit of, the Underwriters and the CVR Parties and, to the extent provided in Sections 9 and 12 hereof, the officers and directors of the CVR Parties and each person who controls the CVR Parties or any Underwriter, and their respective heirs, executors, administrators, successors and assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. No purchaser of any of the LP Units from any Underwriter shall be deemed a successor or assign by reason merely of such purchase.

17. Time shall be of the essence of this Agreement. As used herein, the term "business day" shall mean any day when the Commission's office in Washington, D.C. is open for business.

18. The CVR Parties acknowledge and agree that (i) the purchase and sale of the LP Units pursuant to this Agreement is an arm's-length commercial transaction between the CVR Parties, on the one hand, and the several Underwriters, on the other; (ii) in connection therewith and with the process leading to such transaction each Underwriter is acting solely as a principal and not the agent or fiduciary of any of the CVR Parties; (iii) no Underwriter has assumed an advisory or fiduciary responsibility in favor of any of the CVR Parties with respect to the offering contemplated hereby or the process leading thereto (irrespective of whether such Underwriter has advised or is currently advising any of the CVR Parties on other matters) or any other obligation to any of the CVR Parties except the obligations expressly set forth in this Agreement; and (iv) the CVR Parties have consulted their own legal and financial advisors to the extent they deemed appropriate. The CVR Parties agree that they will not claim that the Underwriters, or any of them, have rendered advisory services of any nature or respect, or owe a fiduciary or similar duty to any of the CVR Parties in connection with such transaction or the process leading thereto.

19. This Agreement supersedes all prior agreements and understandings (whether written or oral) between the CVR Parties and the Underwriters, or any of them, with respect to the subject matter hereof.

20. This Agreement and any claim, controversy or dispute relating to or arising out of this Agreement shall be governed by and construed in accordance with the laws of the State of New York. The CVR Parties, severally and not jointly, agree that any suit or proceeding arising in respect of this Agreement and any claim, controversy or dispute relating to or arising out of this Agreement or our engagement will be tried exclusively in the U.S. District Court for the Southern District of New York or, if that court does not have subject matter jurisdiction, in any state court located in The City and County of New York and the CVR Parties, severally and not jointly, agree to submit to the jurisdiction of, and to venue in, such courts.

21. Each of the CVR Parties and each of the Underwriters hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

22. This Agreement may be executed by any one or more of the parties hereto in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument.

If the foregoing is in accordance with your understanding, please sign and return to us eight counterparts hereof, and upon the acceptance hereof by you, on behalf of each of the Underwriters, this letter and such acceptance hereof shall constitute a binding agreement among each of the Underwriters and the CVR Parties. It is understood that your acceptance of this letter on behalf of each of the Underwriters is pursuant to the authority set forth in a form of Agreement

among Underwriters, the form of which shall be submitted to the Company for examination upon request, but without warranty on your part as to the authority of the signers thereof.

[Remainder of this page intentionally left blank]

Very truly yours,

CVR Partners, LP

By: CVR GP, LLC, its General Partner

By: /s/ Susan M. Ball

Name: Susan M. Ball

Title: Chief Financial Officer and Treasurer

Coffeyville Resources Nitrogen Fertilizers, LLC

By: /s/ Susan M. Ball

Name: Susan M. Ball

Title: Chief Financial Officer and Treasurer

Coffeyville Resources, LLC

By: /s/ Susan M. Ball

Name: Susan M. Ball

Title: Chief Financial Officer and Treasurer

CVR GP, LLC

By: Coffeyville Resources, LLC, its Sole Member

By: /s/ Susan M. Ball

Name: Susan M. Ball

Title: Chief Financial Officer and Treasurer

Accepted as of the date hereof:

Credit Suisse Securities (USA) LLC

By: /s/ Ryan E. Tull

Name: Ryan E. Tull

Title: Director

Citigroup Global Markets Inc.

By: /s/ Jordan Kozar

Name: Jordan Kozar

Title: Vice President

Barclays Capital Inc.

By: /s/ Victoria Hale

Name: Victoria Hale

Title: Vice President

**Merrill Lynch, Pierce, Fenner & Smith
Incorporated**

By: /s/ Mark A. Sooby

Name: Mark A. Sooby

Title: Managing Director

UBS Securities LLC

By: /s/ Jane Dabney

Name: Jane Dabney

Title: Managing Director, COO

By: /s/ Jeff Jorgensen

Name: Jeff Jorgensen

Title: Director

Jefferies LLC

By: /s/ Michael A. Bauer

Name: Michael A. Bauer

Title: Managing Director

J.P. Morgan Securities LLC

By: /s/ Geoffrey Paul

Name: Geoffrey Paul

Title: Executive Director

On behalf of each of the Underwriters

SCHEDULE I

<u>Underwriter</u>	<u>Total Number of Firm LP Units to be Purchased</u>	<u>Number of Optional LP Units to be Purchased if Maximum Option Exercised</u>
Credit Suisse Securities (USA) LLC	1,920,000	288,000
Citigroup Global Markets Inc.	1,800,000	270,000
Barclays Capital Inc.	1,560,000	234,000
Merrill Lynch, Pierce, Fenner & Smith Incorporated	1,560,000	234,000
UBS Securities LLC	1,560,000	234,000
Jefferies LLC	1,500,000	225,000
J.P. Morgan Securities LLC	1,500,000	225,000
RBC Capital Markets, LLC	600,000	90,000
Total	12,000,000	1,800,000

SCHEDULE IIA

Public offering price per Common Unit \$25.15

SCHEDULE IIB

Issuer Free Writing Prospectuses

None

Schedule III

Persons and Entities Subject to Lock-Up Letters

Coffeyville Resources, LLC
CVR GP, LLC

John J. Lipinski
The Lipinski 2011 Exempt Family Trust
Byron R. Kelley
Stanley A. Riemann
Susan M. Ball
Edmund S. Gross
Randal T. Maffett
Christopher G. Swanberg
SungHwan Cho
Donna R. Ecton
Frank M. Muller, Jr.
Daniel A. Ninivaggi
Mark A. Pytosh

ANNEX I(a)

Form of Fried, Frank, Harris, Shriver & Jacobson LLP Opinion for the Company

[INTENTIONALLY OMITTED]

ANNEX I(b)

Form of Fried, Frank, Harris, Shriver & Jacobson LLP Opinion for Coffeyville Resources

[INTENTIONALLY OMITTED]

ANNEX I(c)

Form of Vinson & Elkins L.L.P. Opinion for the Company

[INTENTIONALLY OMITTED]

May 28, 2013

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

RE: CVR Partners, LP Registration Statement on Form S-3

Ladies and Gentlemen,

We have acted as counsel to CVR Partners, LP (the "**Partnership**"), a Delaware limited partnership, with respect to certain legal matters in connection with the offer and sale by the selling unitholder of common units representing limited partner interests in the Partnership. We have also participated in the preparation of a Prospectus Supplement dated on or about the date hereof (the "**Prospectus Supplement**") and the Prospectus dated August 29, 2012 (the "**Prospectus**"), forming part of the Registration Statement on Form S-3 (the "**Registration Statement**").

This opinion is based on the facts and assumptions disclosed in the Registration Statement, and is conditioned upon representations made by the Partnership confirming the accuracy of such facts and assumptions through a certificate of an officer of the Partnership (the "**Officer's Certificate**").

In our capacity as counsel to the Partnership, we have made such legal and factual examinations and inquiries, including an examination of originals or copies certified or otherwise identified to our satisfaction of such documents, corporate records and other instruments, as we have deemed necessary or appropriate for purposes of this opinion. In our examination, we have assumed the authenticity of all documents submitted to us as originals, the genuineness of all signatures thereon, the legal capacity of natural persons executing such documents and the conformity to authentic original documents of all documents submitted to us as copies. For the purpose of our opinion, we have not made an independent investigation or audit of the facts set forth in the above-referenced documents or in the Officer's Certificate. In addition, in rendering this opinion we have assumed the truth and accuracy of all representations and statements made to us which are qualified as to knowledge or belief, without regard to such qualification.

We hereby confirm that all statements of legal conclusions contained in the discussion in the Prospectus under the caption "Material U.S. Federal Income Tax Consequences," as updated by the discussion in the Prospectus Supplement under the caption "Material U.S. Federal Income Tax Consequences," constitute the opinion of Vinson & Elkins L.L.P. with respect to the matters set forth therein as of the effective date of the Prospectus Supplement, subject to the assumptions, qualifications, and limitations set forth therein. This opinion is based on various statutory provisions, regulations promulgated thereunder and interpretations thereof by the Internal Revenue Service and the courts having jurisdiction over such matters, all of which are subject to change either prospectively or retroactively. Also, any variation or difference in the facts from those set forth in the representations described above, including in the Registration Statement and the Officer's Certificate, may affect the conclusions stated herein.

Vinson & Elkins LLP Attorneys at Law
Abu Dhabi Austin Beijing Dallas Dubai Hong Kong
Houston London
Moscow New York Palo Alto Riyadh Shanghai Tokyo Washington

First City Tower, 1001 Fannin Street, Suite 2500
Houston, TX 77002-6760
Tel +1.713.758.2222 Fax +1.713.758.2346 www.velaw.com



No opinion is expressed as to any matter not discussed in the Prospectus under the caption “Material U.S. Federal Income Tax Consequences” or in the Prospectus Supplement under the caption “Material U.S. Federal Income Tax Consequences.” We are opining herein only as to the federal income tax matters described above, and we express no opinion with respect to the applicability to, or the effect on, any transaction of other federal laws, foreign laws, the laws of any state or any other jurisdiction or as to any matters of municipal law or the laws of any other local agencies within any state.

This opinion is rendered to you as of the effective date of the Prospectus Supplement, and we undertake no obligation to update this opinion subsequent to the date hereof. This opinion may not be relied upon by you for any other purpose or furnished to, assigned to, quoted to or relied upon by any other person, firm or other entity, for any purpose, without our prior written consent. However, this opinion may be relied upon by you and by persons entitled to rely on it pursuant to applicable provisions of federal securities law, including persons purchasing common units pursuant to the Registration Statement.

We hereby consent to the filing of this opinion of counsel as Exhibit 8.1 to the Current Report on Form 8-K of the Partnership dated on or about the date hereof, to the incorporation by reference of this opinion of counsel into the Registration Statement and to the reference to our firm in the Prospectus and the Prospectus Supplement. In giving such consent, we do not admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act of 1933, as amended.

Very truly yours,

/s/ VINSON & ELKINS L.L.P.

Vinson & Elkins L.L.P.



**CVR PARTNERS ANNOUNCES CLOSING OF SECONDARY OFFERING
OF COMMON UNITS BY CVR ENERGY**

SUGAR LAND, Texas (May 28, 2013) – CVR Partners, LP (NYSE: UAN) (the “Partnership”) today announced that Coffeyville Resources, LLC (the “Selling Unitholder”), a wholly-owned subsidiary of CVR Energy, Inc., closed an offering of 12,000,000 common units representing limited partner interests (the “common units”) in the Partnership in a registered public offering at a public offering price of \$25.15 per common unit. In connection with the offering, the Selling Unitholder granted the underwriters a 30-day option to purchase up to an additional 1,800,000 common units, which has not yet been exercised. The Partnership has not received and will not receive any of the proceeds from the offering and the number of common units outstanding will remain unchanged.

Credit Suisse, Citigroup, BofA Merrill Lynch, Barclays, UBS Investment Bank, Jefferies and J.P. Morgan acted as the joint book-running managers for the offering. RBC Capital Markets acted as a co-manager for the offering. The offering was made only by means of a prospectus and related prospectus supplement, copies of which may be obtained from:

- Credit Suisse Securities (USA) LLC, Attention: Prospectus Department, One Madison Avenue, New York, NY 10010, telephone: (800) 221-1037, or by e-mail: newyork.prospectus@credit-suisse.com;
- Citigroup, c/o Broadridge Financial Solutions, 1155 Long Island Avenue, Edgewood, NY 11717, telephone: (800) 831-9146, or by e-mail: batprospectusdept@citi.com;
- BofA Merrill Lynch, 222 Broadway, New York, NY 10038, Attn: Prospectus Department, email dg.prospectus_requests@baml.com;
- Barclays Capital Inc., c/o Broadridge Financial Solutions, 1155 Long Island Avenue, Edgewood, NY 11717, telephone: (888) 603-5847, or by e-mail: barclaysprospectus@broadridge.com;
- UBS Investment Bank, Attention: Prospectus Dept., 299 Park Avenue, New York, New York 10171, telephone: (888) 827-7275;
- Jefferies LLC, 520 Madison Avenue, 12th Floor, New York, NY 10022, telephone: 877-547-6340, or by e-mail: Prospectus_Department@Jefferies.com; and
- J.P. Morgan Securities LLC, c/o Broadridge Financial Solutions, 1155 Long Island Avenue, Edgewood, New York 11717, telephone: (866) 803-9204.

You may also get these documents for free by visiting the Securities and Exchange Commission’s website at www.sec.gov.

This press release shall not constitute an offer to sell or a solicitation of an offer to buy the common units or any other securities, nor shall there be any sale of the common units or any other securities in any state or jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such state or jurisdiction.

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This news release contains forward-looking statements. You can generally identify forward-looking statements by our use of forward-looking terminology such as “anticipate,” “believe,” “continue,” “could,” “estimate,” “expect,” “intend,” “may,” “might,” “plan,” “potential,” “predict,” “seek,” “should,”

or “will,” or the negative thereof or other variations thereon or comparable terminology. These forward-looking statements are only predictions and involve known and unknown risks and uncertainties, many of which are beyond our control. For a discussion of risk factors which may affect our results, please see the risk factors and other disclosures included in our most recent Annual Report on Form 10-K, and any subsequently filed quarterly reports on Form 10-Q. These risks may cause our actual results, performance or achievements to differ materially from any future results, performance or achievements expressed or implied by these forward-looking statements. Given these risks and uncertainties, you are cautioned not to place undue reliance on such forward-looking statements. The forward-looking statements included in this press release are made only as of the date hereof. The Partnership undertakes no duty to update its forward-looking statements.

About CVR Partners, LP

Headquartered in Sugar Land, Texas, with manufacturing facilities located in Coffeyville, Kan., CVR Partners, LP is a Delaware limited partnership focused primarily on the manufacture of nitrogen fertilizers. The CVR Partners nitrogen fertilizer manufacturing facility is the only operation in North America that uses a petroleum coke gasification process to produce nitrogen fertilizer and includes a 1,225 ton-per-day ammonia unit, a 3,000 ton-per-day urea ammonium nitrate unit, and a dual-train gasifier complex having a capacity of 84 million standard cubic feet per day of hydrogen.

For further information, please contact:

Investor Relations:

Wes Harris
281-207-3490
InvestorRelations@CVRPartners.com

Media Relations:

Angie Dasbach
913-982-0482
MediaRelations@CVRPartners.com