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

SCHEDULE 13D

**Under the Securities Exchange Act of 1934
(Amendment No. 2)***

CVR Partners, LP
(Name of Issuer)

Common Units representing Limited Partner Interests
(Title of Class of Securities)

126633106
(CUSIP Number)

**Nicole Powe
c/o Rentech, Inc.
2000 Potomac Street NW, 5th Floor
Washington, DC 20007
Tel: (202) 791-9040**

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

November 30, 2017
(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1	Names of reporting persons Rentech, Inc.	
2	Check the appropriate box if a member of a group (see instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC use only	
4	Source of funds (see instructions) OO	
5	Check box if disclosure of legal proceedings is required pursuant to Item 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or place of organization Colorado	
Number of shares beneficially owned by each reporting person with	7	Sole voting power 0
	8	Shared voting power 0
	9	Sole dispositive power 0
	10	Shared dispositive power 0
11	Aggregate amount beneficially owned by each reporting person 0	
12	Check box if the aggregate amount in Row (11) excludes certain shares (see instructions) <input type="checkbox"/>	
13	Percent of class represented by amount in Row (11) 0%	
14	Type of reporting person (see instructions) CO	

1	Names of reporting persons Rentech Development Corporation	
2	Check the appropriate box if a member of a group (see instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC use only	
4	Source of funds (see instructions) OO	
5	Check box if disclosure of legal proceedings is required pursuant to Item 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or place of organization Colorado	
Number of shares beneficially owned by each reporting person with	7	Sole voting power 0
	8	Shared voting power 0
	9	Sole dispositive power 0
	10	Shared dispositive power 0
11	Aggregate amount beneficially owned by each reporting person 0	
12	Check box if the aggregate amount in Row (11) excludes certain shares (see instructions) <input type="checkbox"/>	
13	Percent of class represented by amount in Row (11) 0%	
14	Type of reporting person (see instructions) CO	

1	Names of reporting persons Rentech Nitrogen Holdings, Inc.	
2	Check the appropriate box if a member of a group (see instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC use only	
4	Source of funds (see instructions) OO	
5	Check box if disclosure of legal proceedings is required pursuant to Item 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or place of organization Delaware	
Number of shares beneficially owned by each reporting person with	7	Sole voting power 0
	8	Shared voting power 0
	9	Sole dispositive power 0
	10	Shared dispositive power 0
11	Aggregate amount beneficially owned by each reporting person 0	
12	Check box if the aggregate amount in Row (11) excludes certain shares (see instructions) <input type="checkbox"/>	
13	Percent of class represented by amount in Row (11) 0%	
14	Type of reporting person (see instructions) CO	

This Amendment No. 2 (“Amendment No. 2”) to Schedule 13D relates to the common units (the “CVR Common Units”) representing limited partner interests in CVR Partners, LP, a Delaware limited partnership (the “Issuer”), and amends the initial statement on Schedule 13D filed on April 12, 2016, as amended by Amendment No. 1 to Schedule 13D filed on January 23, 2017 (as so amended, the “Schedule 13D”). Capitalized terms used but not defined in this Amendment No. 2 shall have the same meanings ascribed to them in the Schedule 13D.

This Amendment No. 2 is being filed by: (i) Rentech, Inc., (ii) Rentech Development Corporation, and (iii) Rentech Nitrogen Holdings, Inc. (“RNHI”).

Item 4 Purpose of the Transaction.

Item 4 of the Schedule 13D is hereby amended and supplemented by inserting the following text after the last paragraph thereof.

The information set forth in Item 6 of this Schedule 13D is hereby incorporated by reference in this Item 4.

Item 5. Interest in Securities of the Issuer.

Item 5 of the Schedule 13D is amended and restated in its entirety by inserting the following information.

(a) – (b) This Amendment No. 2 is being filed on behalf of the Reporting Persons to report that, as of November 30, 2017, the Reporting Persons do not beneficially own any CVR Common Units.

(c) Except as disclosed in this Schedule 13D, none of the Reporting Persons or Related Persons has effected any transaction in CVR Common Units during the last 60 days.

(d) Not applicable.

(e) As of November 30, 2017, the Reporting Persons ceased to be the beneficial owners of more than five percent of the CVR Common Units.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer.

Item 6 of the Schedule 13D is hereby amended and supplemented by inserting the following text after the last paragraph thereof.

Share Exchange Agreement

On November 30, 2017, RNHI entered into a share exchange agreement (the “Share Exchange Agreement”), dated November 30, 2017, with Credit Suisse AG, Cayman Islands Branch, as administrative agent and certain funds managed by or affiliated with GSO Capital Partners LP, as lenders (the “Lenders”), pursuant to which RNHI repaid approximately \$22.4 million of term loan debt under the Credit Agreement through the delivery of 7,187,630 CVR Common Units held by RNHI to the Lenders.

The foregoing description of the Share Exchange Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of such agreement filed as an exhibit to this Schedule 13D and incorporated herein by reference.

Item 7. Material to be Filed as Exhibits.

Item 7 is hereby amended by adding the following exhibit.

Exhibit I [Share Exchange Agreement, dated November 30, 2017, by and among Rentech Nitrogen Holdings, Inc., Credit Suisse AG, Cayman Islands Branch, GSO Special Situations Master Fund LP, GSO Palmetto Opportunistic Investment Partners LP, GSO Credit-A Partners, LP, Steamboat Credit Opportunities Master Fund LP, GSO Coastline Credit Partners LP, GSO Cactus Credit Opportunities Fund LP and GSO Aiguille Des Grands Montets Fund II LP](#) (filed herewith).

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: December 6, 2017

Rentech, Inc.

By: /s/ Nicole Powe
Name: Nicole Powe
Title: Senior Vice President and General Counsel

Rentech Development Corporation

By: /s/ Nicole Powe
Name: Nicole Powe
Title: Senior Vice President and Secretary

Rentech Nitrogen Holdings, Inc.

By: /s/ Nicole Powe
Name: Nicole Powe
Title: Senior Vice President and Secretary

SHARE EXCHANGE AGREEMENT

SHARE EXCHANGE AGREEMENT, dated as of November 30, 2017 (this "Agreement"), among Rentech Nitrogen Holdings, Inc., a Delaware corporation ("Borrower"), the lenders party hereto ("Lenders"), and Credit Suisse AG, Cayman Islands Branch, as administrative agent ("Agent").

Statement of Purpose

WHEREAS, the Borrower, the Agent and the Lenders are party to that certain Second Amended and Restated Term Loan Credit Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), dated as of April 1, 2016.

WHEREAS, the Borrower desires to exchange 7,187,630 units of Underlying Equity, which constitutes all of its units of Underlying Equity, for a reduction of the outstanding Loans under the Credit Agreement in the principal amount of \$22,396,682.35 and the accrued and unpaid interest and fees thereon (collectively, the "Exchange"), and the Lenders desire to accept such Exchange, as more specifically set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Capitalized Terms. All capitalized undefined terms used in this Agreement (including, without limitation, in the introductory paragraph and the Statement of Purpose hereto) shall have the meanings assigned thereto in the Credit Agreement.

2. Share Exchange.

(a) Subject to Section 2(c), the parties hereto agree that the Exchange shall be effectuated by the Borrower delivering an irrevocable instruction letter to The Bank of New York Mellon, in the form attached hereto as Exhibit A (the "Instruction Letter"), pursuant to which the Borrower shall direct The Bank of New York Mellon, on the Effective Date (as defined below), as promptly as possible on or after the Effective Date to assign, transfer, convey and deliver to the account of each Lender (or the account of a designated related party to such Lender) specified in the Instruction Letter the number of units of Underlying Equity specified therein for such Lender (or its designated related party) free and clear of all liens and encumbrances (other than imposed by applicable law), with effect from and after the Effective Date. The parties hereto agree that the transfer or transfers of units of Underlying Equity to the Lenders (or their designated related parties) in exchange for a reduction of the outstanding Loans under the Credit Agreement effectuated pursuant to this Agreement shall collectively be considered one transaction, occurring on the Effective Date.

(b) The Agent and Lenders hereby agree that any restrictions, requirements or conditions precedent contained in the Credit Agreement to the entering into and performance of this Agreement, including, without limitation, any requirements of prior notice contained in the Credit Agreement with respect to the matters contemplated by this Agreement, are waived. In connection with the occurrence of the Exchange, the Lenders direct the Agent, and the Agent releases its security interests in all of the Collateral Shares.

Each of the parties hereto agrees that after Lenders (or their designated related parties) have received the units of Underlying Equity constituting the Exchange, the aggregate principal amount of Loans outstanding under the Credit Agreement is \$19,543,707.61.

(c) Notwithstanding anything to the contrary in this Section 2, the payments contemplated to be made pursuant to Section 2(a) above shall be deemed not to have occurred until each Lender (or its designated related party) shall have received in its account referred to in the Instruction Letter the units of Underlying Equity.

3. Representations and Warranties. Borrower represents and warrants to Agent and the Lenders that:

(a) after careful consideration of the terms of the Credit Agreement and the other Loan Documents, the Borrower has determined that both immediately before and immediately after the consummation of the Exchange, the Borrower's Obligations under the Credit Agreement are over-secured;

(b) the units of Underlying Equity are not restricted securities within the meaning of Rule 144 under the Securities Act and they may be resold without restriction under Rule 144 by Rentech, Inc.; and

(c) the units of Underlying Equity constitute Collateral.

4. Conditions to Effectiveness. Upon the satisfaction or waiver of each of the following conditions, this Agreement shall be deemed to be effective (the date of such satisfaction, the "Effective Date"):

(a) the Agent shall have received counterparts of this Agreement executed by each of the Lenders and the Borrower;

(b) the Agent shall have received a copy of the Instruction Letter; and

(c) all fees and expenses required to be paid to the Agent and the Lenders on or before the Effective Date, including, without limitation, the reasonable fees and expenses of counsel to Administrative Agent and Lenders incurred on or prior to the Effective Date and unpaid as of such date, shall have been paid.

5. Limited Effect. Except as expressly provided herein, the Credit Agreement and the other Loan Documents shall remain unmodified and in full force and effect. The parties hereto hereby affirm and acknowledge that this Agreement constitutes a Loan Document under the Credit Agreement. This Agreement shall not be deemed (a) to be a waiver of, consent to, or a modification or amendment of any other term or condition of the Credit Agreement or any other Loan Document or (b) to prejudice any right or rights which the Agent or the Lenders may now have or may have in the future under or in connection with the Credit Agreement or the other Loan Documents. References in the Credit Agreement to "this Agreement" (and indirect references such as "hereunder", "hereby", "herein", "hereof" or other words of like import) and in any other Loan Document to the "Credit Agreement" shall be deemed to be references to the Credit Agreement as modified hereby. Without limiting the generality of the foregoing, the execution and delivery of this Agreement shall not constitute a novation of any indebtedness or other obligations owing to the Lenders or the Administrative Agent under the Credit Agreement based on facts or events occurring or existing prior to the execution and delivery of this Agreement.

6. Execution in Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging means (e.g. "pdf" or "tif") shall be effective as delivery of an original executed counterpart hereof.

7. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ITS CONFLICT OF LAWS PROVISIONS OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under seal by their duly authorized officers, all as of the day and year first written above.

BORROWER:

RENTECH NITROGEN HOLDINGS, INC., as Borrower

By: /s/ Paul Summers

Name: Paul Summers

Title: Chief Financial Officer

Signature Page to Share Exchange Agreement

AGENT:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Agent

By: /s/ Mikhail Faybusovich

Name: Mikhail Faybusovich

Title: Authorized Signatory

By: /s/ D. Andrew Maletta

Name: D. Andrew Maletta

Title: Authorized Signatory

Signature Page to Share Exchange Agreement

LENDERS:

GSO SPECIAL SITUATIONS MASTER FUND LP, as a Lender
GSO PALMETTO OPPORTUNISTIC INVESTMENT PARTNERS LP, as
a Lender
GSO CREDIT-A PARTNERS LP, as a Lender
STEAMBOAT CREDIT OPPORTUNITIES MASTER FUND LP, as a
Lender
GSO COASTLINE CREDIT PARTNERS LP, as a Lender
GSO CACTUS CREDIT OPPORTUNITIES FUND LP, as a Lender
By: GSO Capital Partners LP, its investment adviser

GSO AIGUILLE DES GRANDS MONTETS FUND II LP, as a Lender
By: GSO Capital Partners LP, its attorney-in-fact

By: /s/ Marisa Beeney
Name: Marisa Beeney
Title: Authorized Signatory

Signature Page to Share Exchange Agreement

EXHIBIT A

INSTRUCTION LETTER

November [•], 2017

VIA EMAIL

The Bank of New York Mellon
Corporate Trust – Specialty Services
101 Barclay Street, 7E
New York, NY 10286
Attention: Robert Hough

Re: Instruction to Bank of New York Mellon (the “Bank”)

Dear Robert:

This letter shall serve as authorization and instruction for the Bank to transfer CVR Units from the account of Rentech Nitrogen Holdings, Inc., Account Number 711008 located at the Bank (the “**RNHI Collateral Account**”) to each of the GSO Funds specified in column C titled “Participating Funds” located on the spreadsheet attached as Exhibit A (the “**Spreadsheet**”) in the amounts specified in column D of the Spreadsheet for each such GSO Fund. The account at which each GSO Fund shall receive the CVR Units to be transferred to it is specified alongside the name of such GSO Fund in column I of the Spreadsheet.

In connection with the occurrence of the foregoing, the undersigned, Credit Suisse AG, Cayman Islands Branch, as Administrative Agent, confirms the release of its security interests in all of the CVR Units credited to the RNHI Collateral Account.

This instruction letter may not be revoked, modified or cancelled in any way, and any purported revocation, modification or cancellation shall be null, void and of no force or effect, unless accompanied by written confirmation and approval signed by Credit Suisse AG, Cayman Islands Branch, in its capacity as Administrative Agent under the Second Amended and Restated Term Loan Credit Agreement, dated as of April 1, 2016, among Rentech Nitrogen Holdings, Inc., the Lenders (as defined therein) party thereto and Credit Suisse AG, Cayman Islands Branch, as Administrative Agent.

If you have any questions regarding the information contained herein, please contact Paul Summers at (310) 571-9828. Thank you for your assistance in this matter.

[Signature Page Follows]

Sincerely,

RENTECH NITROGEN HOLDINGS, INC.

By: _____
Name:
Title:

ACKNOWLEDGED AND AGREED:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as
Administrative Agent

By: _____
Name: Mikhail Faybusovich
Title: Authorized Signatory

By: _____
Name: D. Andrew Maletta
Title: Authorized Signatory

Signature Page to Instruction Letter

Exhibit A
Spreadsheet